



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

RFP TITLE: Inmate Medical Services for Okaloosa County Department of Public Safety Corrections Division. RFP NUMBER: RFP PS 47-19

ISSUE DATE: March 18, 2019 8:00 A.M. CST
PRE-PROPOSAL MEETING: April 4, 2019 10:00 A.M. CST
LAST DAY FOR QUESTIONS: April 11, 2019 3:00 P.M. CST
RFP OPENING DATE & TIME: April 18, 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 Inmate Medical Services for Okaloosa County Department of Public Safety Corrections Division. 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 Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.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 PS 47-19

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until 3:00 p.m. (CST) April 18, 2019, for Inmate Medical Services for Okaloosa County Department of Public Safety Corrections Division.

Interested Respondents desiring consideration shall provide one (1) original and one (1) thumb drive 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 must 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>

A pre-proposal meeting will be held at 9:00 a.m. (CST), April 4, 2019 at the Department of Corrections at 1200 East James Lee Blvd., Crestview, FL 32539.

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than 3:00 p.m. (CST) April 18, 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 "Inmate Medical Services for Okaloosa County Department of Public Safety Corrections Division". 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:
Inmate Medical Services for Okaloosa County Department of Public Safety Corrections Division.
RFP PS 47-19
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 PS 47-19

PROPOSAL ITEM: Inmate Medical Services for the Okaloosa County Department of Public Safety

I. INTRODUCTION

Okaloosa County is requesting sealed proposals for the provision of comprehensive inmate healthcare services, healthcare personnel and healthcare program support services for the inmates of Okaloosa County PS - Corrections Division. The specifications set forth are for the purpose of describing proposal requirements. Proposers shall be responsible to submit technical proposals based upon the inmate healthcare service, personnel and program support service daily, weekly, monthly, quarterly and/or annual requirements.

II. BACKGROUND

A. Corrections Performance Statistics

Performance Measures from annual Performance Based Budget (PBB) Detail		Actual FY2014	Actual FY2015	Actual FY2016	Approved FY18	Proposed FY19
Input	Total # of Bookings	7,924	7,544	8,106	7,979	8,536
	Total Jail Days Required	227,201	237,322	280,569	272,014	266,290
Output	Medical Treatment Expenditures	\$ 2,356,179.00	\$ 2,334,450.00	\$ 3,224,313.00	\$ 3,224,400.00	\$ 3,294,000.00
	Cost per Jail Day	\$ 53.40	\$ 50.05	\$ 48.31	\$ 51.99	\$ 54.19
Efficiency	Medical Cost per Jail Day	\$ 10.37	\$ 9.83	\$ 11.49	\$ 11.85	\$ 12.37
	Average Length of Stay in Days	28.67	31.46	34.61	34.09	31.25
Effectiveness						

B. Corrections Healthcare Statistics

2014 – 2015 Statistics provided by Corizon Medical		
Measurement Description	Annual	Avg. Monthly
Total number of inmate medical intakes	7,482	624
Total number of inmate medical visits/screenings (sick call scheduled/unscheduled only)	6,796	566
Total number of inmate 14 day health assessments	2,626	219
Total number of inmate annual health assessments	34	3
Total number of AIDS / HIV Cases	60	5
Total number of inmate Counselor/Psychologist visits	6,958	580
Total number of pregnant female inmates	NA	

2015 – 2016 Statistics provided by Corizon Medical		
Measurement Description	Annual	Avg. Monthly
Total number of inmate medical Intakes	7,441	620
Total number of inmate medical visits/screenings (sick call, checks, wound care, emergencies, etc.)	29,875	2,490
Total number of inmate 14 day health assessments	2,673	223
Total number of inmate annual health assessments	19	2
Total number of AIDS / HIV Cases	101	8
Total number of inmate Counselor/Psychologist visits	7,628	636
Total number of pregnant female inmates	62	5

2016 – 2017 Statistics provided by Corizon Medical		
Measurement Description	Annual	Avg. Monthly
Total number of inmate medical Intakes	7,171	598
Total number of inmate medical visits/screenings (sick call, checks, wound care, emergencies, etc.)	45,553	3,796
Total number of inmate 14 day health assessments	2,577	215
Total number of inmate annual health assessments	48	4
Total number of AIDS / HIV Cases	98	8
Total number of inmate Counselor/Psychologist visits	7,498	625
Total number of pregnant female inmates	63	5

2017 – 2018 Statistics provided by Corizon Medical		
Measurement Description	Annual	Avg. Monthly
Total number of inmate medical Intakes	7,637	636
Total number of inmate medical visits/screenings (sick call, checks, wound care, emergencies, etc.)	37,300	3,108
Total number of inmate 14 day health assessments	3,024	252
Total number of inmate annual health assessments	52	4
Total number of AIDS / HIV Cases	111	9
Total number of inmate Counselor/Psychologist visits	7,582	631
Total number of pregnant female inmates	50	4

C. Facility and Capacity Description

- The original jail, built in 1962, was renovated in 1991.
- The Upstairs housing area contains 46 inmate beds.

- The Downstairs (ground floor) housing area contains 36 inmate beds.
 - B Pod, constructed in 1982, contains 82 inmate beds.
 - A Pod, constructed in 1985, contains 78 inmate beds
 - C Pod (female housing) and E Pod were built in 1991 – 1992. Each of these pods contains 116 inmate beds
 - D Pod was constructed in 2003 and contains 120 beds.
 - The Medical section of the jail is located on the ground level. The 3630 square foot area is made up of a pharmacy, a holding cell, seven medical housing units, six office spaces, a dental exam room, and two medical exam rooms.
- D. Future Outlook
- The County is currently working toward an addition to the current infrastructure and renovating the existing jail.
 - The County is also working toward partnering with Community Stakeholders to develop a Forensic Diversion Pilot Program.

III. SCOPE OF SERVICES REQUIRED - THE SUCCESSFUL CONTRACTOR SHALL PROVIDE / SHALL ENSURE:

- A. Comprehensive operating procedures detailing the delivery of twenty-four (24) hour a day, medical services that are legally defensible and which meet Florida Model Jail Standards, Florida Corrections Accreditation Standards, National Commission on Correctional Healthcare standards, Federal, State and local laws, ordinances, rules and regulations.
- B. INFORMATIVE, ONGOING REPORTING/COMMUNICATION - THE SUCCESSFUL CONTRACTOR SHALL PROVIDE / SHALL ENSURE:
1. Weekly scheduled and documented meetings with PS - Corrections Division Staff to evaluate statistics, program needs, problems and coordination between security personnel and medical personnel.
 2. Availability of previous twenty-four (24) hour information for the Chief Correctional Officer or designee to include the following data:
 - a) Transfers to off-site hospital emergency departments;
 - b) Communicable disease reporting;
 - c) Suicide data (i.e. attempts & precautions taken);
 - d) Report of status for inmates in local hospitals and infirmaries;
 - e) Staffing;
 - f) Completed medical incident report copies;
 - g) Completed medical grievance report copies;
 - h) A list of lost medical files;
 - i) History & physical status report

3. A monthly statistical report submitted to the Chief Correctional Officer or designee by the fifth calendar day of each month to include the following data:
 - a) Inmate requests for various services;
 - b) Inmates seen at sick call;
 - c) Inmates seen by physician;
 - d) Inmates seen by psychiatrist;
 - e) Inmates seen by psychologist or mental health counselor;
 - f) Off-site hospital admissions including the number of days;
 - g) Medical specialty consultation referrals;
 - h) Inmate medical screenings;
 - i) Fourteen day history & physical assessments;
 - j) Psychiatric evaluations;
 - k) Report of third party reimbursement, pursuit & recovery;
 - l) Percentage of inmate population dispensed medication;
 - m) Inmates testing positive for venereal disease;
 - n) Inmate testing positive for AIDS or AIDS Antibodies;
 - o) Inmates testing positive for TB;
 - p) Inmate mortality;
 - q) Number of hours worked by entire medical staff, specifying each post or shift;
 - r) Other data deemed appropriate by the Chief Correctional Officer or designee.
4. A comprehensive annual statistical report to the Chief Correctional Officer or designee.
5. Participation in any and all reviews associated with the Florida Corrections Accreditation Commission assessments.
6. Copies of all inspection reports to the Chief Correctional Officer or designee and the Health Authority.
7. A policy and procedure for Comprehensive Quality Improvement Program that defines an ongoing effort and dedicated resources to monitor and evaluate the quality and appropriateness of patient care objectively and systematically, to pursue opportunities to improve patient care and to resolve identified problems.
8. Design and implementation of an on-going Quality Assurance Program, consisting of regularly scheduled audits of inmate health care services with documentation of deficiencies and plans for correction of deficiencies. The Quality Assurance Program shall include a provision for the program and contract monitoring to include an annual inspection by an outside Florida Model Jail Medical Inspector, the results of which shall be made available to the Chief Correctional Officer. The cost of annual inspections will be paid by the contractor.

C. STAFFING QUALIFICATIONS - THE SUCCESSFUL CONTRACTOR SHALL PROVIDE / SHALL ENSURE:

1. Contract personnel are subject to the same state licensure or certification requirements and restrictions as applicable to health care personnel working in the community. Copies of licensing or certification credentials shall be on file at a central location in the PS - Corrections Division.
2. Written job descriptions and post orders to define specific duties and responsibilities for all assignments.
3. A written plan for orientation and staff development/training appropriate to their healthcare delivery activity for all healthcare personnel. This plan must outline the frequency of continuing training for each staff position. Department of Corrections nurses shall be included in all appropriate educational offerings.
4. The PS - Corrections Division reserves the right to search any person, property or article entering or leaving its facilities.
5. Inmates will not be allowed to provide any health care services, including records keeping.

D. STAFFING LEVELS - THE SUCCESSFUL CONTRACTOR SHALL PROVIDE / SHALL ENSURE:

1. Adequate health care personnel are present and available for twenty-four (24) hours per day to provide inmate health care services. Final staffing levels and personnel selections for the delivery of medical services will be mutually agreed upon by written contract between the contractor and the County.
2. Contractor will be required to credit Okaloosa County for twice the actual costs of services hours not provided by any medical staff position from the initial date of non-service. Any positions not filled will constitute an immediate discount.
3. A singular, designated Medical Director, who is a physician licensed to practice in Florida with responsibility for assuring the appropriateness and adequacy of inmate health care.
4. A full-time Health Authority licensed in the State of Florida for the provision of medical care and services as set forth in Florida Model Jail Standards, Florida Corrections Accreditation Standards, National Commission on Correctional Healthcare standards, Federal, State (capitalized), and local laws, ordinances, rules and regulations. Said Health Authority shall serve as liaison between the medical and security staff and have authority to oversee the administrative requirements of health care programs such as recruitment, staffing, scheduling, data gathering, financial monitoring, policy and procedure development and review, contracts, medical recordkeeping, and other management services.
5. Nursing services to include the following:
 - a) Medical section coverage at all times;
 - b) Intake screening on all inmates at the time of admission;
 - c) Histories, physicals, and mental health screening(s) on inmates within fourteen (14) days of admission;
 - d) Medications as prescribed;
 - e) Sick call triage and follow-up on a daily basis;
 - f) Appropriate and timely responses to medical needs and emergencies;
 - g) Physical support services.

6. Sufficient, readily available administrative support staff to support the medical contract, including information technology hardware and software expertise on contractor equipment or software programs used to provide inmate health care.
7. All subcontracts of every nature are approved by the County. Copies of clearly defined written agreements or understandings for twenty-four (24) hour services with hospitals, physicians and others involved in providing care to inmates is provided to and approved by the Okaloosa County PS - Corrections Division.
8. Physical services are sufficient to provide for the required needs of the day and assure medical evaluations and follow-up within twenty-four (24) hours of post nursing triage referral including weekends and holidays.
9. (24) Twenty-four hour physician on-call services with availability for consultation and on-site needs as required.
10. A schedule, which lists the names, telephone numbers, and on call days for the emergency physician and health care provider.
11. Copies of staffing schedules encompassing all health care staff are posted in designated areas and submitted to Chief Correctional Officer or designee on a weekly basis, with updates regarding changes.
12. Name, date of birth, social security number, local address, previous employment history and a copy of a valid Florida driver's license for all employment applicants.
13. An applicant screening is conducted, including fingerprints and background checks.
14. Applicable licenses and/or certificates for all professional staff are on file for all physicians, nurse practitioners, and other professionals or paraprofessional employees as applicable.
15. Mutually agreed upon selection of applicants with the Chief Correctional Officer or designee.
16. The PS - Corrections Division may prohibit entry to any security facility, or remove there from, any contract employee who does not perform his/her duty in a professional manner.

E. DENTAL CARE SERVICES - THE SUCCESSFUL CONTRACTOR SHALL PROVIDE / SHALL ENSURE:

1. An agreement or understanding with at least one licensed dentist to provide emergency dental care.
2. Dental care services for inmates within a reasonable time, available to include sufficiently responding to emergency and medically required dental services.

F. PHARMACEUTICAL SERVICES - THE SUCCESSFUL CONTRACTOR SHALL PROVIDE / SHALL ENSURE:

1. Provisions for pharmaceutical services to assure the availability of prescribed medications within eight (8) hours of the order of issue being written. Pharmacy services and emergency pharmacy service are consistent with State and Federal laws and/or regulations, monitored by a licensed, qualified pharmacist.
2. Record of the administration of medications in a manner and on a form approved by the Health Authority to include documentation of the fact that inmates are receiving and ingesting their prescribed medications. Documentation will also be required when an inmate's ordered medication was not administered and the reasons.
3. Established standard operating procedures for the proper management of pharmaceuticals to include:

- a) Adherence to Federal and State regulations governing controlled substances;
- b) Maximum-security storage and perpetual inventory of all controlled substances, syringes and needles.
- c) Medications are administered in accordance with facility health care plan by licensed medical personnel or by qualified and trained facility staff members according to the direction of the designated physician.

G. INMATE INTAKE / HEALTH CARE - THE SUCCESSFUL CONTRACTOR SHALL PROVIDE / SHALL ENSURE:

1. No unconscious person, or a person who appears to be seriously injured is admitted to the PS - Corrections Division. They must be referred immediately for emergency medical attention at admission and return to the PS - Corrections Division is predicated upon written medical clearance.
2. Inmates are medically cleared before they can be sent to general population.
3. A receiving medical screening procedure, which is performed during the admission process. The screening will, at a minimum, consist of filling out an electronic medical screening form and visual observation of inmate by a member of the medical staff. The screening shall include inquiry into and recording of:
 - a) Current illnesses and health problems including communicable diseases and other infectious diseases;
 - b) Medications taken and special health requirements, including allergies;
 - c) Inquiry into cough, lethargy, and weight loss;
 - d) Behavioral conditions and mental state, to include past and/or current suicidal tendencies or ideations;
 - e) Notation of body deformities, trauma markings, bruises, lesions, ease of movement, jaundice, etc.;
 - f) Condition of skin, eyes, ears, nose and throat, including rashes and infestations, and needle marks, or other indications of drug abuse;
 - g) Inquiry into use of alcohol and other drugs including type of drugs used, mode of use, amount used, frequency used, time and/or date of last use;
 - h) For female inmates, a history of gynecological problems and pregnancies;
 - i) The screening must include annotated observations of:
 - i. Behavior, including state of consciousness, mental status, appearance, conduct, tremors, sweating;
 - ii. Body deformities, trauma marking, ease of movement;
 - iii. Condition of skin and body orifices, including rashes and infestations, needle marks or other indications of drug abuse;
 - iv. TB testing;
 - v. DNA testing as required by Florida Statute;
 - vi. Vital signs.
4. Screening of all other health problems as designated by a member of the medical staff.
5. All new admissions/screening charts are to be reviewed and signed by a medical doctor, physician assistant or nurse practitioner within twenty-four (24) hours.

6. Each inmate is given a health appraisal including a physical, hands on examination by the Health Authority or designee within (14) calendar days after admission to the facility. Contractor will be required to credit the PS - Corrections Division \$1,000 per day for each day over fourteen (14) calendar days that any health appraisal is not complete.
7. If the inmate has received a health appraisal within the previous ninety (90) days, a physician or designee shall determine whether a new health appraisal is required. The extent of the health appraisal, including the physical examination, shall be defined by the Health Authority, but shall include at least the following items:
 - a) Review of medical screening forms by qualified health personnel as designated by physician;
 - b) Collection of additional data to complete the medical, dental, psychiatric and immunization histories, to include gynecological history for females;
 - c) Laboratory and diagnostic tests as determined necessary by the Health Authority to detect communicable disease, including sexually transmitted diseases and tuberculosis;
 - d) Recording of height, weight, pulse, blood pressure and temperature;
 - e) Other tests and examinations as appropriate;
 - f) Medical examination with comments about mental and dental status;
 - g) Review of the results of the medical examination, tests and identification of problems by a physician when required by procedures as referenced in Florida Model Jail Standards 7.2 or other applicable standard;
 - h) The form used for the health appraisal shall be approved by the Health Authority.
8. The format and/or form used for the health appraisal is approved by the Chief Correctional Officer or designee and Health Authority.
9. The PS - Corrections Division policy and procedure requiring a health appraisal is contained in the Contractor's standard operating procedures of the medical section.
10. Inmates referred for treatment, as a result of the health appraisal, are seen within thirty-six (36) hours unless the provider making the referral orders them to physician sick call or another day.

H. INMATE MEDICAL RECORDS - THE SUCCESSFUL CONTRACTOR SHALL PROVIDE / SHALL ENSURE:

1. Compatible software to continue maintenance of electronic medical records. Electronic records are currently maintained using eOmni medical record software.
2. Confidentiality of medical records and compliance with applicable Health Insurance Portability and Accountability Act (HIPAA) requirements. The medical and psychiatric records will be kept separate from the custody records. Data necessary for the classification, security and control of inmates will be provided to the appropriate Corrections Division personnel. Medical records will be made available to the PS - Corrections Division, its personnel or Okaloosa County.

3. Maintenance of complete electronic medical records on each inmate who is admitted to the facility. All such electronic medical records shall become and remain property of the Okaloosa County PS - Corrections Division and shall not be copied or removed from the premises of the Okaloosa County PS - Corrections Division without express written consent of the Okaloosa County Chief Correctional Officer or designee. All such electronic medical records shall be saved securely with the highest level of firewall protection as to avoid a breach of data or violate HIPAA laws. Such records shall be kept for a period of not less than seven years following release, transfer or death of the inmate.
4. Individual, electronic health care records are initiated and maintained for every inmate regarding medical, dental or mental health services as a result of the inmate screening process, or for services rendered following assignment to a housing area. The inmate health record shall include, but not be limited to:
 - a) Inmate screening
 - b) Health appraisal
 - c) Physician order/treatment plans or orders
 - d) Prescribed medications administered or not administered, date, time and by whom
 - e) Complaints of illness or injury
 - f) Findings, diagnoses, treatments and dispositions
 - g) Health service reports
 - h) Consent and refusal
 - i) Release of information
 - j) Inmate medical requests
 - k) Medical grievances
 - l) Laboratory, radiology and diagnostic studies
 - m) Consultation, emergency room and hospital reports and discharge summaries
 - n) Each recording shall include the date, time, signature and title of each recorder.
5. If an inmate's medical records cannot be located within eight (8) hours of the discovered loss, the Health Authority and the Chief Correctional Officer shall be notified in writing and a duplicate record shall be generated and labeled "duplicate file." Any clearance information that cannot be determined shall be repeated. Upon location of the missing record and after a duplicate file has been created, the two files shall be joined to form one file.
6. Medical staff perform reviews, medical examinations, medical summaries or certifications as are necessary for intra-system transfer, food handling and work clearances. Medical summaries must accompany inmates.
7. Summaries or copies of inmate health records to other facilities when inmates are transferred, including county or state facilities. To ensure the continuity of care, health record information shall be transmitted to specific physicians or medical facilities in the community upon request by the physician or medical facility upon the written authorization of the inmate.

8. Medical test results are maintained confidential, except for those who have a need to know. No person to whom the results of tests have been disclosed under Florida Model Jail Standards 7.22 may disclose the test results to another person not authorized under Florida Model Jail Standards and HIPAA.
9. Availability of test results to the Chief Correctional Officer, but such information is exempt from the public records provisions of Florida Statutes Section 119.01 and 119.07.
10. The results of tuberculin tests are read and documented on a daily basis.
11. The results of any medical test(s) on an inmate is part of that inmate's permanent medical file. Upon transfer of the inmate to any other correctional facility, the results of such testing shall be transferred to the receiving facility in an envelope marked "confidential medical information."
12. PS - Corrections Division, medical and mental health staff may share relevant information including, but not limited to, communicable diseases and behavior problems/disorders.
13. Inmates returning from outside hospital stay or clinic visits, are seen by a medical doctor or nurse practitioner. A note regarding this review with reference to follow-in-house must be documented in the medical record.
14. Adherence to applicable informed consent regulations and standards of local jurisdiction, including HIPAA.
15. Inactive medical records are maintained in accordance with the laws of the State of Florida and Florida Model Jail Standards.

I. MEDICAL EQUIPMENT AND SUPPLIES - THE SUCCESSFUL CONTRACTOR SHALL PROVIDE / SHALL ENSURE:

1. First aid supplies, as designated by the Health Authority, are available on the premises and readily available at all times and that staff trained in the delivery of emergency first aid care, including cardiopulmonary resuscitation are on duty at all times. The Health Authority or designee is responsible for monthly inspection of the first aid supplies.
2. Necessary laboratory, EKG and X-ray services in digital format or digital conversion capable format.

J. OPERATIONAL SUPPORT REQUIREMENTS - THE SUCCESSFUL CONTRACTOR SHALL PROVIDE / SHALL ENSURE:

1. Treatment occurs within the time periods designated by the Health Authority.
2. All outside medical consultations/treatments (appointments) shall be coordinated in advance with the PS - Corrections Division Transportation Team.
3. Housekeeping duties are performed by medical staff, and in the medical section(s).
4. Disposal of all contaminated waste. This material must be removed from within the facility to a secured area outside the facility and disposed of in accordance with PS - Corrections Division policies and procedures.
5. Arrangements for body cavity searches are conducted by medical personnel other than those who currently provide care to inmates in custody of the PS - Corrections Division in accordance with Florida Model Jail Standards, other applicable Florida Statutes and PS - Corrections Division policies and procedures.
6. Information concerning any court or legal documents affecting inmates and the medical contract provider are provided in writing to the Chief Correctional Officer or designee prior to the end of shift during which services of such action occurred are explained.

K. INMATE MEDICAL SERVICE REQUESTS - THE SUCCESSFUL CONTRACTOR SHALL PROVIDE / SHALL ENSURE:

1. A medical request response procedure is operable and maintained. Okaloosa County Corrections Division currently provides inmates an electronic medical request system. Contractor is required to access the medical requests in electronic format. All inmate medical request submissions shall be screened on a daily basis by medically trained personnel and appropriate referrals made. In addition, any request received as a result of medication rounds or formal sick call shall be screened when received and referred as appropriate.
2. An established and maintained sick call procedure allowing inmates to report for, and receive, appropriate medical services for non-emergency illness and injury. The Contractor shall provide each inmate the opportunity for daily sick call supervised by the Health Authority.

L. INFECTIOUS DISEASE CONTROL - THE SUCCESSFUL CONTRACTOR SHALL PROVIDE / SHALL ENSURE:

1. In consultation with the Health Authority and the Florida Department of Health, develop written procedures establishing conditions under which inmates will be tested for infectious disease. These procedures shall be consistent with the guidelines established by the Center for Disease Control and the Florida Department of Health.

M. EMERGENCY HEALTH CARE SERVICES - THE SUCCESSFUL CONTRACTOR SHALL PROVIDE / SHALL ENSURE:

1. Medical staff respond to acute medical needs of the Okaloosa County PS - Corrections Division staff on duty and document services provided.
2. A documented disaster plan with regard to the role of health care staff in times of emergency or threat thereof.

N. INMATE MENTAL HEALTH CARE - THE SUCCESSFUL CONTRACTOR SHALL PROVIDE / SHALL ENSURE:

1. A mental health program for evaluation, treatment and/or referral to include but not limited to the following:
 - a) When isolated for psychiatric purposes, inmates shall be examined by a physician or designee within forty-eight (48) consistent hours after confinement.
 - b) Medical evaluation must support medical confinement of inmates based on risk of physical danger to self or others.
 - c) All inmates who are segregated from the general population must be seen by qualified medical personnel a minimum of three (3) times per week.
 - d) A physician or medical designee will be responsible to determine when an inmate should be sent or returned to general population, with documentation in the medical record regarding these decisions.
 - e) All inmates referred for mental health evaluation receive a comprehensive diagnostic examination including psychosocial history and mental status evaluation. This examination will include an assessment of suicidal risk, potential for violence and special housing needs.

f) Psychotropic medication will be used where appropriate. To maximize the effectiveness of pharmacotherapy and to reduce the toxicity and side effects for medication, and intensive program of drug monitoring shall exist. All inmates placed on drug therapy will be seen within one (1) week by a psychiatrist.

Precautions will include.

- i. The psychiatrist will review the inmate's medical record to determine which medications the patient has been receiving prior to prescription of psychotropic medication.
- ii. Prior to the prescription of psychotropic medication, inmates will be informed by a member of the mental health staff about the risks of taking such medication, in accordance with applicable standards of care. All female inmates will be so informed by a member of the mental health staff about the risks of taking such medication while pregnant. A pregnancy test will be provided prior to the prescription of psychotropic medication to female inmates wishing such a test, if such a test has not already been provided upon intake.
- iii. All inmates placed on medication will be evaluated for signs of toxicity. Blood pressure will be regularly checked and drug levels monitored where appropriate with documentation of this information to be placed routinely in the inmate's medical record.
- iv. Alcoholism services will be offered to those inmates who are referred to the program for health problems and who also have alcohol related problems. These services will be provided by medical and mental health professionals and should include case findings, referrals, liaison work and post release planning.

O. SPECIAL NEEDS INMATE HEALTH CARE SERVICES - THE SUCCESSFUL CONTRACTOR SHALL PROVIDE / SHALL ENSURE:

1. Establishment of a defined program for meeting the special needs of the female population, e.g. pregnancy.
2. Design and strict adherence to a plan with specifics for provision of specialty health care services.
3. Development and maintenance of a special medical program that exists for inmates requiring close medical supervision, including chronic and convalescent care needs. This section must include specific guidelines for housing standards for these inmates. Requirements to be included are.
 - a) Each inmate assigned this classification must have a written individualized treatment plan approved by a physician;
 - b) Inmates admitted under the influence of alcohol or drugs must be separated from the general population and kept under close observation for a reasonable period of time;
 - c) Inmates with suicidal tendencies and those with a history of having seizures, as determined by medical authority, must be assigned to quarters that have close observation and assigned to a lower bunk;
 - d) Pharmacological support care must be determined by a physician.
4. Inmates determined by medical personnel to have suicidal tendencies and those with a propensity for having seizures are assigned to quarters that have close supervision or direct observation, unless otherwise authorized in writing by the Health Authority or designee.

5. All abnormal laboratory and X-ray results are reviewed and signed off by a physician or advanced registered nurse practitioner. A follow up plan of care shall be provided.
6. Implementation of policies and procedures to ensure that any inmate who reports being sexually assaulted during their incarceration, are provided a medical evaluation and necessary treatment by a qualified health care professional in accordance with Prison Rape Elimination Act of 2003.
7. For the maintenance of inmate hearing aids, to include replacement of hearing aid batteries to inmates requesting them as soon as possible, and sending hearing aids to a repair company as soon as possible, and inform the inmate when it was sent. The cost for batteries and repairs will be borne by the inmate.

P. INMATE WORKERS - THE SUCCESSFUL CONTRACTOR SHALL PROVIDE / SHALL ENSURE:

1. For the examination and medical clearance for all inmate workers assigned to work programs inside and outside the jail facilities prior to placement in the assignment. Inmate worker medical clearance must include:
 - a) Relevant past medical history, including communicable diseases, heart problems, respiratory problems, allergies, back problems;
 - b) Questions for current signs and symptoms of illness;
 - c) Current vital signs, including blood pressure, plus temperature;
 - d) General examination for overall physical and mental health, with specific reference to:
 - (1) Examination for evidence of communicable diseases to include, but not limited to,
 - (a) Skin problems such as rash, wounds, sores, boils, etc.;
 - (b) Heart and lung examinations; and
 - (c) Current test for tuberculosis.

IV. MANDATORY PROPOSAL REQUIREMENTS

- A. Detailed approach to meeting contractual requirements, following the outline of the Scope of Services.
- B. Proposals must include discussion of shared risk (i.e. aggregate and catastrophic limits of costs).
- C. Discussion of methods of collections of inmate co-pays.
- D. Discussion of methods of collection and distribution of reimbursement of medical expenses from inmates.
- E. Discussion of fees for services rendered by sub-contractors.
- F. Provide a clear and complete staffing plan to include centralized and decentralized delivery methods.
- G. Discussion of management of over-the-counter medications.
- H. Discussion of future participation in Forensic Mental Health Diversion Program.
- I. Provide the name(s) and qualifications of references to those individual(s) who would potentially be responsible for managing on-site operations (Health Services Administrator), be responsible for managing the clinical operations (Medical Director), and any and all company personnel who will be handling this contract.

V. EVALUATION CRITERIA

- A. Proposals must meet the following qualifications:
 - 1. Florida Model Jail Standards, Florida Corrections Accreditation Commission and National Commission on Correctional Healthcare standards;
 - 2. Provided by competent credentialed health care professionals;
 - 3. Managed by professional administrators;
 - 4. Ensures cost-effective, quality health care results.
- B. Proposals shall be considered only from proposers who can clearly demonstrate to Okaloosa County professional ability to perform the type of work specified within the Request for Proposal.
- C. Proposer must be actively engaged for a period of five (5) years or longer in providing comprehensive health care services in medium size jails, with average daily population (ADP) of 500 or more.
- D. Proposer must be currently providing comprehensive health care services for correctional institutions that include medium size jails.
- E. Proposer must be capable of providing quality health care services for correctional institutions in a competent and cost effective manner.
- F. Proposer must be able to demonstrate achievement in obtaining and maintaining accreditation with jails for Florida Correctional Health Care.
- G. Proposals will be evaluated on the following criteria:
 - 25% Approach to Scope of Services Required
 - 20% Staffing and staff qualifications
 - 20% Pricing
 - 15% Examples and statistical data for similar inmate medical services currently provided to incarcerated populations
 - 15% Company background and qualifications
 - 5% References

VI. PRICE SCHEDULE

- A. The contractor will be responsible for all costs related to inmate medical services including but not limited to:
- B. Medical Record Software, preferably eOmis
- C. Pharmaceutical/medical supplies
- D. Office equipment and supplies to include forms, books, etc.
- E. Personnel
- F. Required off-site emergent and non-emergent services including but not limited to:
 - 1. Hospital
 - 2. Specialty services
 - 3. Dental services
 - 4. Laboratory
 - 5. Radiology
 - 6. Physical therapy
 - 7. Prosthesis
 - 8. Sufficient copying equipment to support contract
 - 9. Contaminated waste disposal
 - 10. Information Technology equipment
 - 11. Information Technology software
- G. Proposed pricing shall be expressed in terms of a flat monthly rate based on the average daily population for the month in which services were rendered. The price may be adjusted based on a sliding scale as indicated below:

Average Daily Population Quantity	Inmate Health Care	Inmate Mental Health Care
ADP 601 - 650		
ADP 651 - 700		
ADP 701 - 750		
ADP 751 - 800		
ADP 801 - 850		
ADP over 851		

- H. Other pricing options or alternatives will be considered.
- I. Pricing or pay structuring of shared risk.
- J. Contractor shall utilize and pay costs associated with ambulance services to be provided by Okaloosa County Emergency Management Services.

VII. TIME SCHEDULE-(Subject to Change)

A.	Committee Review	Date: 12 MARCH 2019
B.	Advertise (30 days)	Date: 18 MARCH 2019
C.	Pre-Proposal Meeting and Site Survey	Date: 04 APRIL 2019
D.	Questions from potential proposers due	Date: 11 APRIL 2019
E.	Issue Addendum (if necessary)	Date: 14 APRIL 2019
F.	Proposal Response Due	Date: 18 APRIL 2019
G.	Review Committee Meeting	Date: 14 MAY 2019
H.	Short List Announcement	Date: 14 MAY 2019
I.	Oral Presentation/Demonstration with Responses	Date: 24 MAY 2019
J.	Committee Evaluation/Selection	Date: 20-22 MAY 2019
K.	Intent to Award	Date: 24 MAY 2019
L.	Board Approval by	Date: 18 JUNE 2019
M.	Transition Begins	Date: 18 JULY 2019
N.	Transition Complete	Date: 16 SEPT 2019

VIII. PROCEDURES

- A. RSVP attendance of Pre-Proposal Meeting and Site Survey NLT March 28, 2019, 4:30 pm by sending an email to dmason@myokaloosa.com.
- B. Pre-Proposal Meeting and Site Survey at Okaloosa County PS - Corrections Division 1200 E. James Lee Blvd. Crestview, FL 32539 on April 4, 2019 at 9:00 A.M..
- C. After the Pre-Proposal meeting and site survey send any remaining questions to Okaloosa County Purchasing, to dmason@myokaloosa.com.
- D. Public opening and listing of all proposals received.
- E. An Evaluation Committee shall meet to evaluate each proposal in accordance with the requirements of this RFP.
- F. A short list of proposers will be selected to go forward into final evaluation.
- G. Once the short list of Respondents is selected further information may be desired and clarifications sought on proposals.
- H. Short-list Respondents may be requested to make additional written submissions with oral presentation/demonstration/samples on site or through a hybrid approach using a webinar to the Evaluation Committee. The location for the oral presentation/demonstration/sample presentation will be the Okaloosa County Administration Building, 1250 N. Eglin Parkway, Suite 102 Shalimar, FL 32579.
- I. Negotiations will be conducted with best & final offers requested and reviewed.
- J. The Evaluation Committee shall recommend to the Board of County Commissioners the proposal or proposals acceptance of which the Evaluation Committee deems to be in the best interest of the County.

IX. TERMS AND CONDITIONS OF CONTRACT

A. TERM OF CONTRACT:

1. The initial term of this contract shall be 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.

X. 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 |

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

To the fullest extent permitted by law, 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

XI: 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.

XII: 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. Code 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

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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

**INMATE MEDICAL SERVICES FOR OKALOOSA COUNTY
DEPARTMENT OF PUBLIC SAFETY CORRECTIONS
RFP PS 47-19
RANKING SHEET**

RANKING CRITERIA			
Approach to Scope of Services 25 points max			
Staffing and staff qualifications 20 points max			
Pricing 20 points max			
Examples and statistical data for similar services currently provided to incarcerated populations 15 points max			
Company background and qualifications 15 points max			
References 5 points max			
TOTAL POSSIBLE – 100 PTS			

COMMITTEE MEMBER:

DATE:

SIGNATURE:

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 **Inmate Medical Services for Okaloosa County Department of Corrections Public Safety** date of opening **April 18, 2019 at 3:00 P.M.** and any addendums thereto.

**CONTRACT
For RFP 47-19**

Inmate Medical Services for Okaloosa County Department of Corrections Public Safety

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 **Inmate Medical Services for Okaloosa County Department of Corrections Public Safety**; and

WHEREAS, after due review of all bids, _____ has been selected for the **Inmate Medical Services for Okaloosa County Department of Corrections Public Safety**; 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 PS 47-19, Inmate Medical Services for Okaloosa County Department of Corrections Public Safety** date of opening April 18, 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 will be effective when all parties have signed and will continue for three (3) years. 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:

Stephen Vaughn, Public Safety Director
1200 East James Lee Boulevard
Crestview, FL 32536
Phone: 850-689-5690
Email: svaughn@myokaloosa.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.