

# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05/03/2023

Contract/Lease Control #: C23-3323-TDD

Procurement#: N/A

Contract/Lease Type: CONTRACT-AGREEMENT

Award To/Lessee: NICEVILLE VALPARIASO CHAMBER OF COMMERCE

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2022

Expiration Date: 12/31/2023

Description of: TOURISM SERVICES

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

Monitor's FAX # or E-mail: JADAMS@MYOKALOOSA.COM

Closed: \_\_\_\_\_

CC: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: 1030 Tracking Number: 4903-22  
 Procurement/Contractor/Lessee Name: Mentle Char Grant Funded: YES \_\_\_ NO X  
 Purpose: Commie acntes  
 Date/Term: until the August 1.  GREATER THAN \$100,000  
 Department #: 1410 2.  GREATER THAN \$50,000  
 Account #: 534015 3.  \$50,000 OR LESS  
 Amount: 20,000  
 Department: 700 Dept. Monitor Name: J days

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
[Signature] Date: 8-16-22  
 Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

**2CFR Compliance Review (if required)**

Approved as written: NO Federal fines Grant Name: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_  
 Grants Coordinator Suzanne Ulloa

**Risk Management Review**

Approved as written: see email attached 9-15-22 Date: \_\_\_\_\_  
 \_\_\_\_\_  
 Risk Manager or designee Kristina LoFria

**County Attorney Review**

Approved as written: see email attached 9-15-22 Date: \_\_\_\_\_  
 \_\_\_\_\_  
 County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

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**From:** Lydia Garcia  
**Sent:** Thursday, September 15, 2022 4:48 PM  
**To:** DeRita Mason  
**Subject:** RE: Chamber agreements

The previous attached Chamber Agreements are approved by Risk Management for insurance purposes.



**Kind Regards,**

**L. Garcia**  
Public Records Request & Contracts Specialist

**OKALOOSA COUNTY BCC**  
Risk Management  
Direct: 850.689.4111  
Fax: 850.689.5973 |  
Email: [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com)

302 N. Wilson St. Suite 301  
Crestview, FL 32539

<https://myokaloosa.com/>

**Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.**

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Thursday, September 15, 2022 3:46 PM  
**To:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Cc:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>; Lydia Garcia <[lgarcia@myokaloosa.com](mailto:lgarcia@myokaloosa.com)>  
**Subject:** RE: Chamber agreements

I might have not sent them, I got so many from them that day.  
Thank you for the quick approval.  
Have a great day.

DeRita Mason

## DeRita Mason

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**From:** Lynn Hoshihara  
**Sent:** Thursday, September 15, 2022 3:45 PM  
**To:** DeRita Mason  
**Cc:** 'Parsons, Kerry'; Lydia Garcia  
**Subject:** Re: Chamber agreements

I don't recall receiving these in August. Nonetheless, I have reviewed them now and they are approved.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

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**From:** DeRita Mason  
**Sent:** Thursday, September 15, 2022 3:40:47 PM  
**To:** Lynn Hoshihara  
**Cc:** 'Parsons, Kerry'; Lydia Garcia  
**Subject:** Chamber agreements

Good afternoon,  
I wanted to check the status of the chamber agreement I sent over for review on August 26. I attached the email with the agreements to make it easier to review.  
Thank you,

Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP  
Senior Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

**AGREEMENT BETWEEN NICEVILLE VALPARAISO CHAMBER OF COMMERCE  
AND OKALOOSA COUNTY, FLORIDA FOR TOURISM SERVICES**

This Agreement is made and entered into on the effective date below by and between the **NICEVILLE VALPARAISO CHAMBER OF COMMERCE** (hereinafter referred to as "Contractor") and the **BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA** (hereinafter referred to as "County").

**WITNESSETH:**

**WHEREAS**, Contractor is currently engaged in the business of commerce activities within Niceville-Valparaiso, Okaloosa County, Florida, which includes daily telephone and personal contact with individuals in need of tourism-related information and services; and

**WHEREAS**, the County is desirous of engaging the services of Contractor for the purposes set forth herein.

**NOW, THEREFORE**, in consideration of mutual covenants and promises herein contained and other good and valuable consideration, the parties hereto agree as follows:

1. **SCOPE OF SERVICES.** Contractor shall assist tourists/visitors by providing tourism-related services and activities ("Tourism Services") within the County, under the direction of the Okaloosa County Tourist Development Department ("TDD") Director. As used in this Agreement, the term Tourist Development Department ("TDD") includes the Official Visitors Welcome Centers, Convention Center, and Film Commission. Contractor shall provide the following Tourism Services:
  - a. Provide office staffing, telephone, computer system and website within its own offices which are capable of handling anticipated volumes of inquiries generated by the TDD's marketing, promotion and advertising from potential visitors who may contact the Contractor.
  - b. Facilitate a centralized marketing effort for the taxing district coordinated through the TDD's marketing efforts.
  - c. Direct tourism visitors **when at all possible** to one of the TDD's Official Visitors Welcome Centers for centralized distribution of tourism information and directions.
  - d. Carry advertisements, articles, and special events/festivals and announcements of the Official Visitors Welcome Center, Convention Center, and Film Commission in the Contractor's website, membership directory, e-blasts, and other publications at no cost to the TDD, and name the TDD as a major sponsor of all Contractor's festivals and special events.
  - e. List all current TDD staff as members with basic membership benefits in the Contractor's organization, including attendance at monthly breakfasts at no cost, and allow the TDD to sponsor one event in conjunction with Aramark catering. Provide admittance for up to three (3) TDD staff members to committee meetings and networking events at no cost.
  - f. Acknowledge the County, through the TDD, may use any tourist data provided by the Contractor to promote tourism and other activities. Contractor expressly warrants its right to convey the correct information to the County through the TDD.

- g. Fully cooperate and support the Official Visitors Welcome Centers, Convention Center, and Film Commission.
  - h. The Contractor shall acknowledge funding provided by Okaloosa County tourist development taxes and prominently place the Okaloosa County tourist development logo (“Logo”) on marketing and advertising materials used to provide services under this Agreement. Additionally, the Contractor agrees to work with the County to enhance marketing efforts. Such marketing efforts may include, but not be limited to, social media development and interaction, public relations and publicity initiatives, webpage links and landing pages, and photograph and video.
2. **EFFECTIVE DATE AND TERM.** This Agreement shall be effective on October 1, 2022 and shall remain in effect until final payment is made.
3. **COMPENSATION.** In consideration for Contractor providing the services hereinabove described, the County agrees, through the TDD, to pay to Contractor a maximum of \$20,000 (twenty thousand dollars and no cents) for services rendered October 1, 2022 – September 30, 2023 as set forth in EXHIBIT A. Compensation shall be paid to Contractor on a quarterly basis after services have been provided, and upon receipt of an invoice for those quarterly services along with a quarterly report as to the status of all items included in the scope of services. Invoices shall be itemized such that the description of services performed is consistent with the descriptions set forth in EXHIBIT A. The Contractor is authorized to shift expenses between line items so long as the total annual amount is not exceeded.

Failure to provide the requisite documentation for the final fiscal quarterly payment by October 13, 2023 may result in forfeiture of County funds.

Payment may be reduced as necessary in the event of a storm or other occurrence that results in decreased visitation and consequently a significant decrease in tourist development tax revenue.

In the event a portion of an invoice submitted to the County for payment to the Contractor, as specified above, is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice will be processed for payment without regard to that portion which is in dispute.

*If County funds are provided for reimbursement of the purchase of a capital item – “capital item” means property of a non-consumable nature with a value of \$1,000 or more and normal expected life of one (1) year or more – then the proceeds from subsequent disposal of such capital item (e.g. sale, trade-in, auction) shall be refunded to the County. The County shall retain the right of first refusal prior to the Contractor’s disposal of any capital item funded by tourist development tax dollars.*

4. **HOLD HARMLESS.** Contractor shall protect, defend, indemnify and hold the County, its officers, and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to any property, including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement or Contractor’s officers, employees, agents, contractors, subcontractors, licensees or invitees regardless of where the injury, death or damage may occur; unless such injury, death or damage is caused by the sole negligence of the County. The County shall give Contractor reasonable notice of any such notice claims or actions. Contractor, in carrying

out its obligations hereunder, shall use counsel reasonably acceptable to the County. The provisions of this section shall survive the expiration of earlier termination of this Agreement. The parties further agree that nothing contained herein is intended to nor shall be construed as a waiver of the County's rights and immunities under Section 768.28, Florida Statutes, as amended from time to time.

5. **INSURANCE.** Contractor shall furnish the County with Certificates of Insurance. The certificate holder shall be as follows:

Okaloosa County  
5479A Old Bethel Road  
Crestview, FL 32536

Okaloosa County will be added as Additional Insured on all policies, except workers compensation. All policies, including workers compensation, will have a waiver of subrogation. The insurance required shall be written for not less than the following limits unless law requires higher amounts:

1. Workers Compensation
    - a) State Statutory
    - b) Employers Liability \$500,000 each accident
  2. Business Automobile (Combined Single Limit) \$1 million each occurrence
  3. Commercial General Insurance (Combined Single Limit) \$1 million each occurrence
  4. Professional Liability (Combined Single Limit) \$1 million each occurrence
  5. Personal Injury and Advertising (Combined Single Limit) \$1 million each occurrence
6. **REPRESENTATIVE OF THE COUNTY.** The County hereby agrees to designate the TDD Director as its representative for purposes of the administration of this Agreement.
7. **REPRESENTATION AND WARRANTY TO THE COUNTY.** The County represents and warrants to Contractor that the County is duly authorized and empowered to enter into this Agreement.
8. **TERMINATION.** This Agreement may be terminated by the County upon occurrence of any of the following:
- a. The filing for Bankruptcy by Contractor.
  - b. The County shall have authority to withhold compensation upon a reasonable determination by the TDD that the Contractor has not complied with any one or any part of the terms of this Agreement. The County, through the TDD, shall specifically identify in writing why it withheld compensation. Upon receipt of such written notice the Contractor shall have ten (10) days to cure its breach of the Agreement.
  - c. If the Contractor has failed to cure its breach within the time specified after receipt of such notice, the County through the TDD may deliver to the Contractor a written notice of its intent to terminate this Agreement (the "Notice to Terminate"). The Contractor, upon receipt of the Notice to Terminate, shall

be placed on notice that this Agreement shall terminate on the 10<sup>th</sup> day after receipt, with no further negotiations.

Either party may terminate this Agreement by giving sixty (60) days' written notice to the other.

9. **AUDITS AND RECORDKEEPING.** The Contractor is hereby obligated to maintain accurate records of expenditure of public funds in relation to its work under this Agreement. All records relating to these expenditures shall be considered public documents and shall remain available for audit and/or review at the request of the TDD and/or County at all times during the term of this Agreement. Contractor shall allow public access to all documents, records and other materials, subject to the provisions of Chapter 119, Florida Statutes, prepared or received by Contractor in conjunction with this Agreement. The County 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 Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

**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 302 N. WILSON STREET, STE 301, 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:

- a. Keep and maintain public records required by the County to perform the service.
  - b. 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.
  - 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
  - d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records 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.
10. **NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this contract to the contrary, in the event the funds appropriated by the County through the TDD in any fiscal period are insufficient to pay the costs of this Agreement, the



Agreement shall terminate on the last quarter period of the fiscal period for which appropriations were received, without penalty or expense to the County of any kind whatsoever. The County will immediately notify the Contractor of such occurrence. Notwithstanding the foregoing, the restrictive covenants of this paragraph are limited to the Okaloosa County Tourist Development Council Trust Fund and nothing herein shall be applied to the General Fund or any other special fund controlled by the County.

11. **ASSIGNABILITY.** This Agreement may not be assigned or transferred by Contractor without the express prior approval of the County through the TDD.
12. **RELATIONSHIP OF PARTIES.** Contractor is an independent contractor who shall utilize, direct and control of its own equipment, personnel, and expertise to achieve the purposes of this Agreement. Nothing herein shall be construed to create or imply any joint venture, partnership, employment, or any other relationship between the parties other than that of an independent contractor. The County hereby charges the TDD Director with the responsibility of monitoring, supervising and executing this Agreement.
13. **NOTICES.** All notices or other communications required or permitted to be given by Contractor or by the County shall be in writing and shall be deemed delivered by either party when deposited in the U.S. Mail, first class postage paid, and addressed to:

**CONTRACTOR:** President, Tricia Brunson  
Niceville Valparaiso Chamber of Commerce  
1055 East John Sims Parkway  
Niceville, Florida 32578


**COUNTY:** Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536

**TDD:** Director  
Okaloosa County Tourist Development Department  
1540 Miracle Strip Pkwy SE  
Fort Walton Beach, Florida 32548

14. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement and understanding between the Contractor and the County as to the subject matter hereof, and merges and supersedes all prior agreements, commitments, representations, writings, and discussions between them. Neither the Contractor nor the County, through the TDD, will be bound to any prior obligations, conditions, warranties or representations with respect to the subject matter of this Agreement. This Agreement may not be changed, modified or supplemented in any way except by an instrument in writing executed by both the Contractor and the County.
15. **GOVERNING LAW & VENUE.** This Agreement shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Agreement shall be in Okaloosa County, Florida.
16. **FEDERAL REQUIREMENTS.** During the performance of this Agreement, the parties shall comply with the Federal Regulations as set forth in Exhibit B. Exhibit B is expressly incorporated herein as part of the contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 2nd  
day of May, ~~2022~~ 2023 om

NICEVILLE VALPARAISO  
CHAMBER OF COMMERCE

  
\_\_\_\_\_  
Tricia Brusson, President

Date: 3-29-2023

OKALOOSA COUNTY, FLORIDA

  
\_\_\_\_\_  
Jeff Hyde, Purchasing Manager

Date: 5-2-2023

**EXHIBIT A**

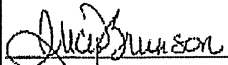
Niceville Chamber  
 Funding Request due April 15, 2022  
 for expenses to be incurred 10/1/22 - 9/30/23

Expenditure Type	Description	TDT Funding	Non-TDT Funding
Wages & Benefits	Visitor Relations	9,000	100,000
Professional Services			
Communications	Website, E-press	5,000	3,000
Freight & Postage	Mailing Visitor Information	500	500
Printing & Binding			
Promotional Activities	Brochure, promotional distribution, advertising, event sponsorships	3,500	
Office Supplies			
Books/Dues/Publications	Trustee Membership	2,000	
		<b>20,000</b>	<b>103,500</b>

Provide tourism-related services and activities, including but not limited to:

- staffing, telephone, computer system and website capable of handling anticipated volumes of inquiries generated by the TDD's marketing, promotion and advertising
- facilitating a centralized, countywide marketing effort
- directing tourism visitors to one of the TDD's Official Visitors Welcome Centers to the greatest extent possible
- carrying advertisements, articles, and announcements of the Official Visitors Welcome Center, Convention Center, and Film Commission on website, membership directory, e-blasts, and other publications

I attest this request complies with the provisions of section 125.0104 Florida Statutes and County Ordinance 2021-22, and am aware this request will be reviewed for final approval by the TDC and BOCC and is subject to available budget funds and ultimately actual TDT collections.

  
 Applicant Signature

5-12-2022  
 Date

## 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.<sup>^</sup>
    - 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
    - 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.)
  - 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
- (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, 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.

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