CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	12/11/2020		
Contract/Lease Control #: <u>C18-2671-PS</u>			
Procurement#:	<u>RFQ PS 08-18</u>		
Contract/Lease Type:	CONTRACT		
Award To/Lessee:	FRANK L. GOLDSTEIN		
Owner/Lessor:	<u>OKALOOSA COUNTY</u>		
Effective Date:	01/31/2018		
Expiration Date:	01/30/2022 W/1 1 YR RENEWAL		
Description of:	EMS RESILIENCE & PROTECTIVE BEHAVIORAL HEALTH CONSULTANT		
Department:	<u>PS</u>		
Department Monitor:	MADDOX		
Monitor's Telephone #:	<u>850-651-7150</u>		
Monitor's FAX # or E-mail: PMADDOX@MYOKALOOSA.COM			

Closed:

1°.

Cc: BCC RECORDS



CONTRACT/LEASE RENEWAL FORM

Date: 12/02/20

Frank L. Goldstein 234 Crewilla Drive NW Fort Walton Beach, FL 32548 RE: Contract Renewal (C18-2671-PS) CONTRACT#: C18-2671-PS FRANK L. GOLDSTEIN EMS RESILIENCE & PROTECTIVE BEHAVIROAL HEALTH CONSULTANT EXPIRES: 01/30/2022 W/ 1 1 YR RENEWAL

Dear Dr. Goldstein:

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, $\# \underline{C18-2671-PS}$ for an additional term. The contract renewal period will be $\underline{01/31/21}$ to $\underline{01/30/22}$. The annual budgeted amount for this contract is \$16,000.00. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY	REPRESENTATIVES
	0

Dept. Directo Signature AUTHORIZED COMPANY REPRESENTATIVE

Contractor: Frank L. Goldstein

Date: 12.10.202 roved By: , prescribed

Date: 12/11/2020

Approved By: ______(as prescribed below on item 1)

Approved By: The

Title: EMS Resilience & Behavioral Health Consultant

Date:

Date: 12/10/20

County Department Instructions:

- Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department. If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	01-31-2018	
Contract/Lease Control #: <u>C18-2671-PS</u>		
Procurement#:	RFQ PS 08-18	
Contract/Lease Type:	CONTRACT	
Award To/Lessee:	FRANK L. GOLDSTEIN	
Owner/Lessor:	<u>OKALOOSA COUNTY</u>	
Effective Date:	01/31/2018	
Expiration Date:	01/30/2021 W/2 1 YR RENEWALS	
Description of	EMS RESILIENCE & PROTECTIVE BEHAVIORAL HEALTH	
Contract/Lease:	<u>CONSULTANT</u>	
Department:	<u>_PS</u>	
Department Monitor:	HENDRESON	
Monitor's Telephone #:	850-651-7150	
Monitor's FAX # or E-mail:	<u>AHENDERSON@CO.OKALOOSA.FL.US</u>	

Closed:

Cc: Finance Department Contracts & Grants Office

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET
Procurement/Contract/Lease Number: 730 Tracking Number: 216018
Procurement/Contractor/Lessee Name: <u>Frmt GcldsH12</u> Grant Funded: YES_NO_X
Purpose: MMAU For EMS Constant
Date/Term: 34KW 21/1R renewals 1. GREATER THAN \$100,000
Amount: 14,000 yearly 2. [] GREATER THAN \$50,000
Department: 3. 🔀 \$50,000 OR LESS
Dept. Monitor Name: Heransa
Purchasing Review
Procurement or Contract/Lease requirements are met:
Purchasing Director or designee Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Young
2CFR Compliance Review (if required)
Approved as written:
Level Biby Date: 11918
Grants Coordinator () Renee Biby
Approved as written: Recommend Requiring \$1,000,000 Commercial Approved as written: Recommend Requiring \$1,000,000 Commercial Anna Grand Sindhelith Date: 1/19/18 Risk Manager of designee Laura Porter or Krystal King
County Attorney Review
Approved as written: See and all all all all all all all all all al
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee
Following Okaloosa County approval:
Clerk Finance Document has been received:
Date: Finance Manager or designee

DeRita Mason

From:	Parsons, Kerry <kparsons@ngn-tally.com></kparsons@ngn-tally.com>
Sent:	Thursday, December 28, 2017 9:43 AM
То:	DeRita Mason
Cc:	Lynn Hoshihara; Tracey Vause
Subject:	RE: Frank L. Goldstein Contract RFQ PS 08-18

This is approved for legal purposes.

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Thursday, December 28, 2017 10:40 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara; Tracey Vause
Subject: RE: Frank L. Goldstein Contract RFQ PS 08-18

Gosh, I think I am losing it today. (:

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com] Sent: Thursday, December 28, 2017 9:33 AM To: DeRita Mason <<u>dmason@co.okaloosa.fl.us</u>> Cc: Lynn Hoshihara <<u>lhoshihara@co.okaloosa.fl.us</u>>; Tracey Vause <<u>tvause@co.okaloosa.fl.us</u>> Subject: RE: Frank L. Goldstein Contract RFQ PS 08-18

U.S. Gate is still in there and needs to be revised.

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us] Sent: Thursday, December 28, 2017 10:27 AM To: Parsons, Kerry Cc: Lynn Hoshihara; Tracey Vause Subject: RE: Frank L. Goldstein Contract RFQ PS 08-18

Here you go. I think I got them all this time.

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com] Sent: Thursday, December 28, 2017 9:18 AM To: DeRita Mason <<u>dmason@co.okaloosa.fl.us</u>> Cc: Lynn Hoshihara <<u>Ihoshihara@co.okaloosa.fl.us</u>>; Tracey Vause <<u>tvause@co.okaloosa.fl.us</u>> Subject: RE: Frank L. Goldstein Contract RFQ PS 08-18

The scope is fine, but not all of my comments have been corrected. Please read through the entire contract and make revisions accordingly. Additionally, as mentioned previously, in these contracts you cannot hit the replace all button when it comes to "contractor" vs "consultant" because the term of art "independent contractor" needs to remain that way – it cannot be "independent consultant". Please review and make the changes accordingly.



Search Results

Current Search Terms: frank* goldstein*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.



Search Records	
Data Access	Disclaimers
Check Status	Accessibility
About	Privacy Polic
Help	

FAPIIS.gov laimers GSA.gov/IAE essibility GSA.gov acy Policy USA.gov

IBM v1.P.8.20180125-1243 WWW2

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

CONTRAC1 For RFQ PS 08-18 EMS RESILIENCE & PROTECTIVE BEHAVORIAL HEATH CONSULTANT

This Contract executed and entered into this $31^{5^{1}}$ day of <u>March</u>, 2018, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address is 1250 N. Eglin Parkway, Shalimar, Florida 32579, and Frank L. Goldstein (hereinafter the "Consultant"), certified to conduct business in the State of Florida, whose principal address is 234 Crewilla Dr., NW, Ft. Walton Beach, FL 32548, states as follows:

WITNESSETH:

WHEREAS, the County through an Request for Qualifications and Respondents Acknowledgement solicited for an EMS Resilience & Protective Behavioral Health Consultant; and

WHEREAS, after due review of all responses, Frank L. Goldstein has been selected for the EMS Resilience & Protective Behavioral Health Consultant; 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 Consultant and the Consultant is willing and able to perform all services in accordance with this Contract.

NOW, THERFORE, 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", Request for Qualifications & Respondent's Acknowledgment/Consultant's Submittal, **RFQ PS 08-18**, **EMS Resilience & Protective Behavioral Health Consultant**; date of opening November 20, 2017 and any addendums thereto.
- 2. Exhibit "B", Standard Contract Clauses.

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 Consultant will provide services as the EMS Resilience & Protective Behavioral Health Consultant, as further outlined in the attached Exhibit "A". Any changes to this contract shall be by a contract amendment, which must be agreed to in writing and fully executed by both parties.

III. Payment

The County shall pay the Consultant the sum of \$71.50 for each hour of Consultant Services. Charges invoiced to the County are not to exceed \$15,000.00 annually unless specifically approved by the County. In addition, the Consultant is also allowed up to \$1,000.00 in educational needs and supplies annually.

IV. Invoice Requirements

The Consultant shall request payment through submission of a properly completed invoice. County shall make payments within thirty (30) days of invoice date.

In the event a portion of an invoice submitted to the County for payment to the Consultant, 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.

V. Duration of Contract and Termination of this contract

This Contract will be effective upon completion of signatures by both parties and shall run for a period of three (3) years from the date of signing. This 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 this contract.

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

The County may terminate this Contract in whole or part for cause, if the County determines that the performance of the Consultant is not satisfactory, the County shall notify the Consultant 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 Consultant of the deficiency that requires correction. If the deficiency is not corrected within such time period, the County may either (1) immediately terminate this contract, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the County chooses to take action and not terminate this contract, the Consultant 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 this contract, the County shall notify the Consultant of such termination in writing, with instruction to the effective date of termination.

The County reserves the right to unilaterally cancel this Contract for refusal by the Consultant or any Consultant 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 Contract unless the records are exempt.

VI. Notice

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

The authorized representatives of the County shall be:

Tracey Vause-EMS Division Chief 90 College Blvd East Niceville, FL 32578 Phone: 850-651-7150 Fax: 850-651-7170 Email: <u>tvause@co.okaloosa.fl.us</u>

The authorized representative for Consultant shall be:

Frank L. Goldstein, PHD 234 Crewilla Dr. NW Ft. Walton Beach, FL 32548 Phone: 850-449-0296 Fax: 850-243-8305 Email: <u>franklgold@yahoo.com</u>

Courtesy copy to:

Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, FL 32536 Phone: 850-689-5960 Fax: 850-689-5998 Email: <u>dmason@co.okaloosa.fl.us</u>

VII. 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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@co.okaloosa.fl.us.

Consultant must comply with the public records laws, Florida Statute chapter 119, specifically Consultant 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 this contract term and following completion of this contract if the Consultant does not transfer the records to the County.
- 4. Upon completion of this contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the public agency upon completion of this contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this contract, the Consultant 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.

VIII. 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 Consultant 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.

IX. Assignment

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

X. 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. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, contracts or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual contract 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.

XI. 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.

XII. Independent Contractor

Consultant enters into this Contract as, and shall continue to be, an independent Contractor. All services shall be performed only by Consultant and Consultant's employees. Under no circumstances shall Consultant or any of Consultant's employees look to the County as his/her employer, or as partner, agent or principal. Neither Consultant, nor any of Consultant'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. Consultant shall be responsible for providing, at Consultant's expense, and in Consultant'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.

XIII. 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 this 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.

XIV. Indemnification and Hold Harmless

Consultant 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 Consultant under this Contract or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant or resulting from the use by Consultant, or by any one for whom Consultant is legally liable, of any materials, tools, machinery or other property of the County.

The Consultant'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 Consultant's limit of, or lack of, sufficient insurance protection.

XV. Representation of Authority to Consultant/Signatory

The individual signing this Contract on behalf of Frank Goldstein 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 Frank Goldstein obligations hereunder have been duly authorized and that this contract is a valid and legal contract binding on the Consultant and enforceable in accordance with its terms.

XVI. Subcontracting

Consultant 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 sub-contractor or to reject the selection of a particular sub-contractor and to inspect all facilities of any sub-contractor in order to make a determination as to the capability of the sub-contractor to perform properly under this Contract. The County's acceptance of a sub-contractor shall not be unreasonably withheld. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontractor will need to be approved by the County prior to it being entered into, and said contract shall incorporate in all required terms in accordance with local, state and Federal regulations.

XVII. Insurance

CONSULTANTS INSURANCE

- 1. The Consultant shall not commence any work in connection with this Contract 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 licensed to do business in the State of Florida.
- 3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. 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. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Contract except Workers' Compensation.
- 5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Contract. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Contracts between the County and the Consultant.
- 6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Contract. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Consultant.
- 7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-sub-contractor, and any associated or subsidiary companies of the Consultant, which are involved, and which is a part of this contract.
- 8. The County reserves the right at any time to require the Consultant to provide certified copies of any insurance policies to document the insurance coverage specified in this Contract.
- 9. The designation of Consultant shall include any associated or subsidiary company which is involved and is a part of this contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- 10. All insurance policies shall include a clause to provide 30 days written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of 10 day notice for cancellation due to non-payment of premium. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

- 1. The Consultant shall secure and maintain during the life of this Contract 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 Consultant shall require the Sub-contractor 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 Contracts which have been approved by the County.
- 2. Such insurance shall comply with the Florida Workers' Compensation Law.

3. No class of employee, including the Consultant himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE

- 1. The Consultant shall maintain Business Automobile Liability insurance coverage throughout the life of this Contract. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
- 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 Contract. 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 Consultant shall notify the County representative in writing. The Consultant shall purchase additional liability insurance to maintain the requirements established in this Contract. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Contract.

LIMITS OF LIABILITY

1.

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

VV UT	ker s Compensation	
1.)	State	Statutory
2.)	Employer's Liability	\$100,000 each accident

Any firm performing work on behalf of the County must provide Workers' Compensation Insurance. Exceptions and exemptions will be allowed by the County's Risk Manager, if they are in accordance with Florida Statute.

2.	Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3.	Personal and Advertising Injury	\$250,000
4.	Professional Liability (E&O)	\$1,000,000 (claims made)

NOTICE OF CLAIMS OR LITIGATION

Warker's Componention

The Consultant agrees to report any incident or claim that results from performance of this Contract. 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 Consultant'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 Consultant 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, Consultant 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 Consultant and other persons employed or utilized by the Consultant in the performance of this contract.

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

CERTIFICATE OF INSURANCE

- 1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County 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. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
- 3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
- 4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Consultant's full responsibility. In particular, the Consultant shall afford full coverage as specified herein to entities listed as Additional Insured.
- 5. 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. Specific written approval from Okaloosa County will only be provided upon demonstration that the Consultant has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

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

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

Should the Consultant engage a sub-contractor or sub-subcontractor, the same conditions will apply under this Contract to each sub-contractor and sub-subcontractor.

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

UMBRELLA INSURANCE

The Consultant 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 Contract.

XVIII. Compliance with Laws

Consultant 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 Consultant'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 Consultant's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

XVIV. Federal Regulations

The parties agree to comply with the Federal Regulations as set forth in "Exhibit B", which is expressly incorporated herein as part of the Agreement.

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

Frank L. Goldstein

Printed Name/Title <u>FRANK L. Goldstein</u> Printed Name/Title <u>Frank Hildstein</u> Signature <u>30 SAN 2018</u> Date:

OKALOOSA COUNTY, FLORIDA

Greg Kisela, Purchasing Director

· [3][18 Date:

Date:

Exhibit "B"

Standard Contract Clauses

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

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

- 1. **Compliance with Regulations:** The Consultant (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 Consultant, with regard to the work performed by it during this 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 Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this 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 Consultant 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 Consultant of the Consultant'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 Consultant 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 Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of a Consultant'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:

Exhibit "B"

Standard Contract Clauses

Title VI Clauses for Compliance with Nondiscrimination Requirements

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

- 1. **Compliance with Regulations:** The Consultant (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 Consultant, with regard to the work performed by it during this 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 Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this 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 Consultant 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 Consultant of the Consultant'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 Consultant 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 Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant 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 Consultant'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 Consultant under this contract until the Consultant complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions: The Consultant 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 Consultant 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 Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant 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 Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination 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 Consultants, 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 *Consultant* has full responsibility to monitor compliance to the referenced statute or regulation. The *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. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant 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).

Consultant 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 Consultant is not enrolled as a Federal Consultant in E-Verify at time of contract award, the Consultant shall-
 - a. Enroll. Enroll as a Federal Consultant 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 Consultant, who are working in the United States, whether or not assigned to this 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 this contract. For each employee assigned to this contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to this contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Consultant is enrolled as a Federal Consultant in E-Verify at time of contract award, the Consultant shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Consultant shall initiate verification of all new hires of the Consultant, who are working in the United States, whether or not assigned to this 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 Consultant in E-Verify, the Consultant shall initiate verification of all new hires of the Consultant, who are working in the United States, whether or not assigned to this contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or

ii. Employees assigned to this contract. For each employee assigned to this contract, the Consultant shall initiate verification within ninety (90) calendar

days after date of contract award or within thirty (30) days after assignment to this contract, whichever date is later (but see paragraph (b)(4) of this section.)

- (3) If the Consultant 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 contract entered into with a Federal agency pursuant to a performance bond, the Consultant may choose to verify only employees assigned to this contract, whether existing employees or new hires. The Consultant 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 this contract.
- (4) Option to verify employment eligibility of all employees. The Consultant 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 this contract. The Consultant 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
 - Notification to E-Verify Operations of the Consultant's decision to exercise this option, using this contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Consultant 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 Consultant's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Consultant, 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 Consultant is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Consultant, then the Consultant 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: <u>http://www.dhs.gov/E-Verify</u>.

Individuals previously verified. The Consultant 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 Consultant 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 Consultants.

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

- 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.



REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENTS ACKNOWLEDGEMENT

<u>RFQ TITLE:</u>

EMS Resilience & Protective Behavioral Health Consultant

RFQ NUMBER: RFQ PS 08-18

LAST DAY FOR QUESTIONS:

November 13, 2017 4:00 P.M. CST

RFQ DUE DATE & TIME:

November 20, 2017 4:00 P.M. CST

NOTE: QUALIFICATIONS RECEIVED AFTER THE REQUEST FOR QUALIFICATIONS OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a qualifications on the above referenced goods or services. All terms, specifications and conditions set forth in this RFQ are incorporated into your response. Qualifications will not be accepted unless all conditions have been met. All qualifications must have an authorized signature in the space provided below. All envelopes containing sealed qualifications must reference the "RFQ Title", "RFQ Number" and the "RFQ Due Date and Time". Okaloosa County is not responsible for lost or late delivery of qualifications by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted documents will be accepted. Qualifications may not be withdrawn for a period of sixty (60) days after the opening of qualifications unless otherwise specified.

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

COMPANY NAME	Frank L. Goldstein			
MAILING ADDRESS	234 Crewilla Drive NW			
	·····	···		
CITY, STATE, ZIP	Ft. Walton Beach, FL 32	548		
FEDERAL EMPLOYER'S	IDENTIFICATION NUMBER (FEIN):	267-80-0327		
TELEPHONE NUMBER:	850-499-0296	EXT;	FAX:	850-243-8305
EMAIL: franklg	old@yahoo.com			
	-		· ·	MENT, OR CONNECTION WITH ANY
				SERVICES, AND IS IN ALL RESPECTS DITIONS OF THIS SOLICITATION AND
	AUTHORIZED TO SIGN THESE DOO			
AUTHORIZED SIGNATU	RE Thank toldal	TYPED OR P	RINTED NAME 🗕	Frank L. Goldstein
TITLE: Consultant	Trank Stab	Ker-	November	3 2017

Rev: September 22, 2014

NOTICE TO RESPONDENTS RFQ PS 08-18

The Okaloosa County Board of County Commissioners request qualifications from interested respondents detailing their qualifications and experience to provide EMS Resilience & Protective Behavioral Health Consultant.

Interested respondents desiring consideration shall provide an original and six (6) copies (total of 7 copies) of their Request for Qualifications (RFQ) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical. All originals must have original signatures in blue ink.

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

RFQs must be delivered to the Okaloosa County Purchasing Department at the address below no later than 4:00 **p.m.**, November 20, 2017 in order to be considered. All qualifications received after the stated time and date will be returned unopened and will not be considered.

All qualifications must be in sealed envelopes reflecting on the outside thereof "EMS Resilience & Protective Behavioral Health Consultant". Failure to mark 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 with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality. Okaloosa County shall be the sole judge of the submittal and 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 services assume all risks of late or non-delivery.

All submittals should be addressed as follows:

EMS Resilience & Protective Behavioral Health Consultant RFQ PS 08-18 Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, FL 32536

Greg Kisela Purchasing Director Date

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

Carolyn N. Ketchel Chairman

QUALIFICATION REQUIREMENTS

PROPOSAL #: RFQ PS 08-18

PROPOSAL ITEM: EMS Resilience & Protective Behavioral Health Consultant

SCOPE OF WORK

SECTION 1: BACKGROUND.

Resiliency for first responders is the ability to withstand, recover and or grow in the face of stressors and changing demands. Resiliency programs support the first responder with education, training, group support and family support. Family support includes education, social connections and when necessary working groups. Resiliency training has been embraced by the Department of Defense, with extensive programs in the United States Army and the United States Air Force. Resiliency programs have been standard with the United States Special Operations community for some time and every Special Operations unit has an embedded resilience professional. Resiliency programs are also in use with major civilian organizations throughout the United States, such as first responders, corporate organizations and the State of Oregon with its community resilience programs. The core of resiliency is to develop mental toughness behaviors to enable each individual to achieve and sustain their personal best, foster an environment of trust of themselves, their colleagues and their leadership and optimize their performance in environments of uncertainty and persistent danger.

SECTION 2: MINIMUM REQUIREMENTS.

- Must have a mental health degree at the Masters or doctorate level and teaching experience at the college or university level.
- Must have at least 10 years work experience providing service to the First Responder community; fire, law enforcement, military, or emergency medicine.
- Must have at least four years' experience in teaching and training with the first responder community.
- Must be credentialed in at least one of the specific areas listed for working with high stress or trauma populations; includes certification in post-traumatic stress disorder (PTSD) management, Critical Incident Stress Management, Certified Clinical Trauma Professional (CCTP) or equivalent.
- Must have all the all disaster management credentials of:
 - Introduction to Incident Command System (100),
 - ICS for Single Resources and Initial Action Incident (200),

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- o Intermediate Incident Command System (300),
- o ADVANCED Intermediate Incident Command System and General Staff (400),
- o National Incident Management System (700),
- National Response Framework (800).

SECTION 3: OTHER DESIRED QUALIFICATIONS

- Since the majority of family contact will be through the written word, the individual needs to able to write and express themselves and the resilience concepts easily and clearly. Examples of written work such as newsletters, articles, books, etc., need to be provided.
- Desired that the individual has been involved in a trauma event in any capacity. For example: working with first responders post event, actually in a traumatic event, on a first responder/military deployment or working with or caring for a responder having difficulty with post event stress or trauma.
- Experience working with families of first responders/military for various stress or problems related to the first responder is desired.
- Experience working with populations of mixed race, gender, ethnic groups...etc. is desired.

SECTION 4: EMS RESILIENCE AND PROTECTIVE BEHAVIORAL HEALTH DIRECTOR RESPONSIBILITIES

The Director of EMS Resilience and Protective Behavioral Health will provide a program that integrates and synchronizes multiple efforts and initiatives to improve the job-readiness (professionalism, attendance, presence) and resilience of each team member. Specifically, the following will be provided:

- Provide Resilience training and Protective Behavioral Health direction for the County Warning Point/911, Beach Safety Division, and Special Response Teams.
- Participate as an active member on rescue units with medical rescue personnel at least one eight (8) hour shift every other month.
- Advise EMS Division Chief on current issues and trends; and consult with staff in the determination of an appropriate protective measures for EMS personnel when indicated.
- Establish, where possible, a baseline understanding of individual employee coping skills.
- Participate in quality improvement programming in all aspects of the EMS system; which shall include an analysis of performance levels and identification of areas of concern where improvements can be made.

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- Comprehensive resilience training that develops measurable coping skills and behaviors that increase individual capability.
- Education about preventative measures that encourage self-awareness, that deter "high-risk behaviors," and that supports healthy alternatives for positive outcomes.
- Education to provide individuals and leadership the knowledge to better identify "at risk or high risk" colleagues for early intervention. Resilience programs play a significant role in suicide prevention.
- Establish education and training measures to increase emphasis on individual and supervisory involvement, empowerment and accountability to promote help seeking behaviors.
- Educate and challenge all staff members to maintain the highest values, ethics and treatment of others with dignity and respect while sustaining themselves in a resilient manner.
- Provide decompression/reintegration to members after trauma events and as needed.
- Provide ongoing social support and cognitive flexibility with team members to support their resilience pre or post job events and as a cultural mind set.
- Attend meetings as requested by the Public Safety Director or EMS Division Chief to provide Behavioral Health input.
- Serve as Behavioral Health consultant to the Public Safety Director and the Board of County Commissioners in the development of, analysis of, and recommendations related to such Public Safety Department issues as may periodically arise.
- Provide such expert assistance as may be required in the preparation and administration of any applicable grant programs for the enhancement and improvement of the EMS system.
- The Resilience and Protective Behavioral Health Director or appointee shall be available to provide continuous 24/7 advice and direction.

SECTION 5: SELECTION CRITERIA

Respondents will be ranked based on the criteria listed below:

- Mental health degree at the Masters or doctorate level and teaching experience at the college or university level. (Yes/No)
- Credentialed for working with high stress or trauma populations as detailed in Section 2. (Yes / No)
- Must have all the following disaster management credentials of:
 - o Introduction to Incident Command System (100),

- o ICS for Single Resources and Initial Action Incident (200),
- o Intermediate Incident Command System (300),
- o ADVANCED Intermediate Incident Command System and General Staff (400),
- National Incident Management System (700),
- National Response Framework (800). (Yes / No)
- Has at least 10 years work experience providing service to the First Responder community; fire, law enforcement, military, or emergency medicine. (0-20 pts)
- Has at least four years' experience in teaching and training with the first responder community.
 (Yes/No) (0 20 pts)
- Experience working with families of first responders/military for various stress or problems related to the first responder. (0-20 pts)
- Provide three (3) examples of written work such as newsletters, articles, books, etc. (0-15 pts)
- Has been involved in a trauma event in any capacity? (Yes/No) (0-10 pts)
- Experience working with populations of mixed race, gender, ethnic groups...etc. (0-10 pts)
- At least three (3) references related to providing similar scope of services (0-5 pts)

CONTRACT TERM

The initial term of this contract shall be from completion of signatures by both parties and shall run for a period of three (3) years from the date of signing.

RENEWAL OPTION:

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. Prices must be quoted for each renewal period.

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GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 06/12/17

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 licensed to do business in the State of Florida.
- 3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. 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. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation.
- 5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Contractor.
- 6. The County shall retain the right to reject all insurance contracts 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.
- 7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Subsubcontractor, and any associated or subsidiary companies of the Contractor, which are involved, and which is a part of the contract.
- 8. The County reserves the right at any time to require the Contractor to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- 9. 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.
- 10. All insurance policies shall include a clause to provide 30 days written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of 10 day notice for cancellation due to non-payment of premium. Such notice shall be given directly to the County Representative.

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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. Such insurance shall comply with the Florida Workers' Compensation Law.
- 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 AND COMMERCIAL GENERAL LIABILITY INSURANCE

- 1. The Contractor shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
- 2. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
- 3. 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.
- 4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Products and Completed Operations Liability
- 5. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

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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:

1.	Worker's Compensation 1.) State 2.) Employer's Liability	LIMIT Statutory \$100,000 each accident
2.	Business Automobile	\$1,000,000 each occurrence
3.	Commercial General Liability	(A combined single limit) \$1,000,000 each occurrence (A combined single limit)
4.	Personal and Advertising Injury	\$250,000
5.	Professional Liability (E&O)	\$1,000,000 (claims made)

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, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County 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. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.

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- 3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
- 4. 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.
- 5. 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. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the 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.

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.

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GENERAL QUALIFICATIONS CONDITIONS

1. PRE-QUALIFICATION ACTIVITY -

Addendum - Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review 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@co.okaloosa.fl.us (850)689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFQ & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid 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: <u>https://www.bidnetdirect.com/florida</u>. To access the Okaloosa County Web Site go to: <u>http://www.co.okaloosa.fl.us/purchasing/current-solicitations</u>.

Such written addenda or modification shall be part of the RFQ 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 documents. No respondent may rely upon any verbal modification or interpretation.

- 2. **PREPARATION OF QUALIFICATIONS** Qualifications which contain 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 requesting qualifications may be rejected.
 - A. Qualifications 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.
 - B. Qualifications 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.
 - C. Qualifications 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.
 - D. Qualifications submitted by an individual shall show the respondent's name and official address.

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- E. Qualifications submitted by a joint venture shall be executed by each joint venture in the manner indicated in the Request for Qualification. The official address of the joint venture must be shown below the signature.
- F. All signatures shall be in blue ink. All names shall be typed or printed below the signature.
- G. The submittal 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 submittal shall be shown.
- H. If the respondent is an out-of-state corporation, the submittal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.
- 3. INTEGRITY OF QUALIFICATIONS DOCUMENTS Respondents shall use the original qualification 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 qualification documents t if sufficient space is not available. Any modifications or alterations to the original solicitation documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of submittal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response and the form of an addendum to the original documents.
- 4. SUBMITTAL OF QUALIFICATIONS Qualifications shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or request for qualifications 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 qualifications are being submitted for), the name and address of the respondent, and shall be accompanied by the other required documents.

Note: Crestview is <u>not</u> a next day delivery site for overnight carriers.

5. **MODIFICATION & WITHDRAWAL OF SUBMITTAL** – Qualifications may be modified or withdrawn by an appropriate document duly executed in the manner that a submittal must be executed and delivered to the place where documents are to be submitted prior to the date and time for the opening of the solicitation.

If within 24 hours after qualifications 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 submittal, that respondent may withdraw its submittal, and the respondent's security will be returned. Thereafter, if the work is a re- qualification, 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.

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- 6. QUALIFICATIONS DOCUMENTS TO REMAIN SUBJECT TO ACCEPTANCE All qualifications documents will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the opening, but the County may, in its sole discretion, release any submittal and return the respondent's security prior to the end of this period.
- 7. **IDENTICAL TIE QUALIFICATIONS** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more qualifications which are equal with respect to price, quality and service are received by the County for the procurement of commodities, contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie qualifications will be followed if none of the tied vendors have a drug-free workplace program.

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

- 8. **CONDITIONAL & INCOMPLETE QUALIFICATIONS** Okaloosa County specifically reserves the right to reject any conditional submittal and qualifications which make it impossible to determine the true quality of services to be provided by respondent.
- 9. **ADDITION/DELETION OF ITEM** The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County's best interest.
- 10. 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 qualifications throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
- 11. **DISQUALIFICATION OF RESPONDENTS** Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its qualifications:
 - a. Submission of more than one qualification 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 proposer 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 qualifications.
 - f. Default under previous contract.

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- g. Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.
- 12. AWARD OF CONTRACT Okaloosa County Review: A selection committee will review all qualifications and will participate in the Recommendation to Award.

The County will award the contract to the most qualified respondent(s), and the County reserves the right to award the contract to the respondent(s) submitting the most responsive submittal with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all qualifications or to waive any irregularity or technicality in qualifications received. Okaloosa County shall be the sole judge of the qualifications 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 qualifications, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this RFQ and to accept the submittal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional qualifications and bids which make it impossible to determine the true quality of services to be provided by respondent.

- 13. **PAYMENTS** The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated in the resulting agreement. Invoices must show Contract #.
- 14. **DISCRIMINATION** An entity or affiliate who has been placed on the discriminatory vendor list may not submit qualifications for a contract to provide goods or services to a public entity, may not submit qualifications on a contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications 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.
- 15. 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.
- 16. CONFLICT OF INTEREST The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their qualifications 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.
- 17. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

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- 18. 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 any additional information and financial data for this purpose as the County may request.
- 19. CONE OF SILENCE CLAUSE The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received by the County and terminates when the Board of County Commissioners approves an award.

All communications shall be directed to the Purchasing Department.-See attached form

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

- 20. **REVIEW OF PROCUREMENT DOCUMENTS** Per Florida Statute 119.071(1)(b)2. sealed bids, proposals, or replies received by an the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- 21. 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.
- 22. **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.
- 23. SUSPENSION OR TERMINATION FOR CONVENIENCE The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost

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and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

- 24. FAILURE OF PERFORMANCE/DELIVERY In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the vendor list for duration of one (1) year, at the option of County.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.

29. The following documents are to be submitted with the qualifications packet:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. No Contact Clause Form
- E. Indemnification and Hold Harmless
- F. Company Data
- G. Addendum Acknowledgement
- H. Certification Regarding Lobbying
- I. Governmental Debarment & Suspension
- J. Recycled Content Form
- K. Exhibit "B" Standard Additional Clauses

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: M	00 20, 2017	SIGNAT	URE: Man	NZ	Holden
COMPANY:	n/14	NAME:_	FRANK	- 2	Goldstein
ADDRESS: 2	34 Crewilling Die		<i>.</i> ,	(Typed or	Printed)
	T WALTON BCh = 32547	TITLE:	<i>VR</i>		
	<u> </u>	E-MAIL:	FRANK	<i>ELga</i>	ld@ ythos.com
		K	-		1

PHONE NO.: 860-797-0296

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CONE OF SILENCE CLAUSE

The Board of County Commissioners have established a solicitation silence policy (Cone of SilenceClause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications, Invitation to Quote, Invitation to Negotiate) issued by the Board through the County Purchasing Department.

The period commences upon receipt of the procurement proposal, by the County, and terminates upon Board approval to award a contract or reject all bids/responses.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners, the County Administrator, county employees or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation <u>MUST</u> be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Director or an appointed representative. It shall be the Purchasing Director 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.

representing Signature Company Name

On this <u>3rd</u> day of <u>November</u> 2017 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.

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 contact to likewise utilize the U.S. Department of Homeland Securities 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, above requirements.	I certify that this company complies/will comply fully with the
DATE: NOV 3, 2017	SIGNATURE: Frank Holdstein
COMPANY: Self	NAME: Frank L. Goldstein
ADDRESS: 234 Crewilla Drive NW	TITLE: CONSOLANT
Ft. Walton Beach, FL 32548	
E-MAIL: <u>franklgold@yahoo.com</u>	
PHONE NO.: 850-499-0296	



My NAME - FRANK L. Goldstein Respondent's Company Name: 234 Crewilla Drive NW Physical Address & Phone #: Ft. Walton Beach, FL 32548 My contact person Contact Person (Typed-Printed): Joyce A. Goldstein Phone #: 850-243-2950 Cell #: 850-499-0297 Email: joyce243@cox.net DOD ID# 1072676315 SS#1000-00-0327 See page 1 Federal ID or SS #: TEXAS 13255 Respondent's License #: A Respondent's DUNS #: Fax #: 850-243-8305 Emergency #'s After Hours, Weekends & Holidays: 850-499-0296

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, 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

234 Crewilla Drive NW Ft. Walton Beach, FL 32548

Physical Address

234 Crewilla Drive NW Ft. Walton Beach, FL 32548

Mailing Address

850-243-2950

Phone Number

850-499-0296

Cellular Number

November 3, 2017

Date

Authorized Signature - Manual

Frank L. Goldstein Authorized Signature – Typed

Consultant

Title

850-243-8305 FAX Number

FAX Number

850-243-2950 After-Hours Number(s)

Frankigold@yahoo.com

Email Address

ADDENDUM ACKNOWLEDGEMENT RFQ PS 08-18

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

#1 Answers to RFQ DATE ADDENDUM NO. Nov 13, 2017 Qualifications List & References FRANK L. Goldstein VITA NOV 13, 2017 #2 Nov 13, 2017 Copy of Professional promance #3 #4 FACE PAGE of 3 publications And list of publications

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

LOBBYING - 31 U.S.C. 1352, as amended

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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee 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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

The Contractor, <u>Frank L. Goldstein</u>, 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.

Lessignature of Contractor's Authorized Official Name and Title of Contractor's Authorized Official . Goldstein Frank L

November 3, 2017 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 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

Frank L. Goldstein Printed Name and Title of Authorized Representative

Signature

November 3, 2017 Date

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the abo what percentage	ve: Virgin%.	or Recycled	(Check the applicable blank). If recycled
Product Description:	n/a		
2. Is your product package			
Yes			
Specify: <u>n/a</u>			
		· · · · · · · · · · · · · · · · · · ·	
3. Is your product recyclable	e after it has reached	t its intended end use?	
Yes	No		
Specify: <u>n/a</u>			
	·····	· · · · · · · · · · · · · · · · · · ·	
e above is not applicable if there is	only a personal servi		

E-Mail: <u>franklgold@yahoo.com</u>

REQUEST FOR QUALIFICATIONS

EMS Resilience and Protective Behavioral Health Consultant

RFQ PS 08-18

Individual Ranking Matrix	Respondent Name
Qualifications	Score
Mental health degree at the Masters or Doctorate level and teaching experience at the college or university level. (Yes/No)	Yes
Must be credentialed in at least one of the specific areas listed for working with high stress or trauma populations; includes certification in post-traumatic stress disorder (PTSD) management, Critical Incident Stress Management, Certified Clinical Trauma Professional (CCTP) or equivalent. (Yes / No)	Yes
Must have all the basic disaster management credentials of: -Introduction to Incident Command System (IS-100), -ICS for Single Resources and Initial Action Incident (IS-200), -Intermediate Incident Command System (G-300), -ADVANCED Intermediate Incident Command System and General Staff (G-400), -National Incident Management System (IS-700), -National Response Framework (IS-800). (Yes / No)	Yes
Has at least 10 years work experience providing service to the First Responder community; fire, law enforcement, military, or emergency medicine. (0-20)	Yes
Has at least four years' experience in teaching and training with the first responder community. (0 - 20)	Yes
Experience working with families of first responders/military for various stress or problems related to the first responder. (0-20)	Yes
Can provide examples of written work such as newsletters, articles, books, etc. (0-15)	Yes
Has been involved in a trauma event in any capacity (0-10)	Yes
Experience working with populations of mixed race, gender, ethnic groupsetc. (0-10)	Yes
References (0-5)	Yes

NOT SURE THIS ALL APPLIES TO INDIV. BUT I HGREE WITH ALL NON DISCRIMINATION Requirements 776- 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 Nondiscrimination 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.

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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

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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 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
 - i. Enrollment in the E-Verify program; or
 - 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: <u>http://www.dhs.gov/E-Verify</u>.

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 Seucirty 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 \in (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.

ADDENDOM #1

For Candidate Frank L. Goldstein

EMS Resilience and Protective Behavioral Health Consultant RFQ PS 08-18

- PhD Saint Louis University 1983 Doctor of Philosophy University of Chicago MA 1971 Saint Mary's University MA 1976
- Tri-Service Combat Stress Camp Pendleton, CA 2003
 National Guard Trained Crisis Responder (TCR): Terrorism and Disaster Response 2003
 Working With Trauma and PTSD Florida One DMAT Inc. 2014
 Board Certified PTSD Clinician American Psychotherapy Association 2015
 CISM Team Member Okaloosa County since 2014
- Basic Disaster Management Credentials IS100, 200, G300, G400, IS700, IS800. NIMS ICS All Hazards Liaison Officer USAF Type 3 Incident Management Team Training NAEMT Military Provider Course 2017 Texas A&M Medical Preparedness and Response to Bombing Incidents 2012
- Thirty years active duty USAF Biomedical Science Corp Ten years Psychological Consultant SAIC Inc.
 Six years Senior Mental Health Consultant Florida One DMAT Six years Senior Mental Health Consultant Florida Region One SMRT Five years Okaloosa Walton Medical Reserve Corps
- Ten years as Adjunct Graduate Professor Marymount University Washington, DC 2007 Four years Northwest Florida State College Adjunct Faculty Two years Director Academic Research USAF Air War College Two years Dean of Research USAF Air Command and Staff College Six years Behavioral Science Faculty Member Department of Family Practice Scott AFB, IL
- USAF Director of Family Policy Pentagon, Washington, DC
 USAF Director of Family Plans Pentagon, Washington, DC
 Director of Social Services, Eglin AFB, FL (includes inpatient and family care, two family advocacy centers Hurlburt and Eglin) and an alcohol unit
 Ten years USAF Consultant to AF Special Tactics Community and their Families
- 7. See attached
- Thirty years real world major deployments.
 Florida One deployments: Super Storm Sandy 2012, Children on the Border 2014, Hurricane Harvey 2017

ADDENDUM #2

FRANK L. GOLDSTEIN, PHD

Unit 18, #172, 550 Mary Esther Blvd Ft. Walton Beach, FL 32548 C (210) 499-0296 Fax (850) 243-8305 Email: franklgold@yahoo.com

PROFESSIONAL WORK SUMMARY

Forty years experience as a commander (RET USAF Colonel), director, educator, behavioral scientist, clinician, business leader, 1st Responder, Author and motivational speaker. Skilled in post-traumatic stress disorders, human sexuality, psychological operations, information operations, human factors profiling (domestic and international), and psychological and analytical research. Worked with U.S. Department of Defense Agencies, civilian agencies, civilian-military staffs and the academic community. Innovative leader and educator, efficient at adapting a variety of talents towards specific challenges.

Traveled extensively, in Korea, the Pacific Rim, Western and Eastern Europe, Africa, South America, North America and Panama. Advised various branches of the U.S. government and civilian enterprises on behavioral and academic issues. Academician and instructor for educational institutions worldwide. In the United States: the Air Force Academy, Air University, Armed Forces Staff College, Army Command & Staff College, Naval Post Graduate School, Auburn University at Montgomery, University of Georgia, Salve Regina University, Northwest Florida State College and Marymount University. Overseas: United Kingdom Intelligence Community, Swedish Military War College, French Medical Service University, Bulgarian Air Force Academy and Joint Science Board, Czech Military University, Canadian Armed Forces Staff College, German Psychological Defence School, Republic of Korea Military Forces, and the Chinese Medical Community. Former Dean of Research at Air Command Staff College, and Director of Research, USAF War College at Air University, Montgomery, AL.

As a 1st Responder deployed to Superstorm Sandy as Mental Health Team Lead for FL 1 Disaster Medical Assistance Team providing and including PTSD and general trauma support. Has conducted post storm workshops to communities across the United States.

EDUCATION

Doctor of Philosophy, St. Louis University, St. Louis MO Fellow, National Institute of Mental Health, Boston, MA Master of Arts, St. Mary's University, San Antonio, TX Master of Arts, University of Chicago, Chicago, IL Bachelor of Arts, University of South Florida, Tampa, FL

PROFESSIONAL EXPERIENCE

November 2010 – present: Senior Clinical Mental Health Specialist, Florida Disaster Medical Response Team, Federal, Region One State Medical Response Team and Okaloosa-Walton Medical Reserve Corps. Graduate Faculty, Northwest Florida State College, Leadership Institute. Graduate Faculty, Forensic Psychology, Marymount University. Consultant, 39th. IOS, USAF. Consultant on Psychological Profiling Cases at the International level. Consultant on PTSD for 1st Responder Communities and Mental Health Communities.

October 2002 – 2010: CEO, Precision Influence Technologies an Education and Psychological Consulting Company. 2005 – 2011: Clinical Consultant, analyst and senior human factors profiler for IO with Science Applications International Corporation (SAIC) and their corporate customers. Oversight and consultation services for IO technologies across the information spectrum. Senior level education trainer on IO at the College of Aerospace Research, Air University; the Electronic Warfare School, Randolph AFB; the Information Warfare Course, USAF Academy; the Information Operations Planners Course, Joint Information Operations Center; and the Officer Psychological Operations Course, US ARMY, JFK Special Warfare Center and School. Instructor Political Psychology, Marymount University, Alexandria, VA and Field Supervisor, Forensics Psychology, Marymount University. Clinical Consultant PTSD and PSYOP, Joint Medical Manager Course, Defense Medical Readiness Training Institute.

September 2000 - September 2002: Colonel USAF, Director/Operating Location-HC, Air Intelligence Agency (AIA) Hurlburt Field, FL. Supported AIA's Psychological Operation (PSYOP)/Information Operations (IO) activities at the 39th Information Operations Squadron, AF Special Operations Command and Air University. Supported the Joint Command and Control Intelligence, Surveillance, and Reconnaissance (ISR), Joint Test and Evaluation Program. Clinical Consultant PTSD and PSYOP, Joint Medical Manager Course, Defense Medical Readiness Training Institute.

April 1997 - August 2000: Colonel USAF, Director Psychological Operations, AIA, San Antonio, TX. Developed organizational performance plans, financial plans, missions, functions, goals and objectives. Analyzed costs, resource shortfalls, and operational capabilities against future operating environments; integrated critical IO/PSYOP activities into, operations and educational efforts. Led AF initiatives to define/establish the role of IO control within existing/projected mission requirements. Deployed worldwide as needed. Clinical Consultant PTSD and PSYOP, Joint Medical Manager Course, Defense Medical Readiness Training Institute.

April 1996 - May 1997: Colonel USAF, Director of Research, USAF Air War College, Maxwell AFB, AL. Hand-picked to revitalize AWC's Research Program. Directed the research effort of 350 faculty and students at the AF senior service school. Solicited outside funding and sponsorship. Managed all support elements of the AWC Research Program (RP). One of ten Americans picked to present at a Human Sexuality conference (first of its kind) in the Peoples Republic of China. Instructed internationally in the British, Bulgarian, Canadian, Czech Republic, Swedish, Chinese, French and NATO nations service academies, schools, and conferences.

April 1994 - March 1996: Colonel USAF, Dean of Research, USAF Air Command and Staff College, Maxwell AFB, AL. Led, organized, managed and oversaw the research/evaluation efforts of the college's 770+ faculty and students. Responsible for all research conducted military officers and civilian PhD's, to include research execution, policy and guidance. Served as Human Sexuality Consultant Air Force wide and as a Sexual Therapist Supervisor.

April 1992 - March 1994: Colonel USAF, Director Social Science, 646th Medical Group, Eglin AFB, FL Educated Family Practice residents, physician assistants, university interns, and volunteers. Supervisor for four behavioral science programs on two separate AF bases with multidisciplinary staffs. Provided senior Army and Air Force flag officers consultation in unit training at conferences, at both national and international levels. Aviation psychology consultant to Air force Special Operations Command. Developed and executed Disaster Crisis Response Training Program (PTSD) for McCord AFB and ongoing education programs for the AF School

of Aerospace Medicine. USSOCOM rep to SECAF, Gulf War Air Power Survey, writing chapters on PSYOP, Special Operations and Tactical Deception. Conducted key behavioral analysis and evaluations for special mission AF units. Team chief for Inbrief/Debrief team for AF personnel deployed to Operation Restore Hope. Human Sexuality Consultant and Supervisor.

SPECIALIZED TRAINING

FEMA Disaster Training, ICS 100, 200, 300, 400, 700, 800. Emergency Mgmt. Inst. Tri-Service Combat Stress Trained National Guard Trained Crisis Responder Course NATO Command & Control Warfare and Information Operations (IO) course USCINCSPACE Military Information Operations Planning Conference IO Control Chief, UFL (South Korea) Information Warfare, National Defense University Conventional Weaponeering Fundamentals Course, Goodfellow AFB⁻ National Senior Intelligence Course, Joint Military Intelligence Training Center

CLINICAL BACKGROUND

Forty years Clinical Behaviorist and Psychotherapist experience. Past seven years, a Senior Psychological Profiler in support of US National efforts. Diplomate of American College of Forensic Examiners, Member Aviation Psychology Association, Dept of Army Clinical Psychology Short Course, License for independent practice: State of Texas and previously State of Massachusetts.

LICENSES/CERTIFICATES

Certified PTSD Clinician American Psychotherapy Association Diplomate - The American Association of Sex Educators, Counselors, and Therapists Diplomate - American Psychotherapy Association Diplomate - American Board of Sexology Certified Sex Therapist Diplomate - American Board of Examiners in Clinical Social Work Critical Incident Stress Management Certificate, University of Maryland Certified Reality Therapist (Reality Therapy Institute) Certified Substance Abuse Counselor (DoD Certified) Texas Mental Health Counselors Association The Association of Military Surgeons of the United States Diplomate - American Academy of Social Workers Texas License - #13255

Military Awards: sixteen decorations, including two foreign decorations

MEMBERSHIPS

American College of Forensic Examiners (Fellow) American Psychotherapy Association Aviation Psychology Association American Association of Sex Educators, Counselors, and Therapists International Association for Counterterrorism & Security Professionals International Society of Human Dimension Analysis Association of Old Crows Military Officers Association of America (Life Member) Air Force Association (Life Member) Veterans of Foreign Wars (Life Member) American Legion Air Commando Association (Life Member)

SELECTED PUBLICATIONS

Over 30 publications. Published a Series of Social-Psychological Profile Perspectives on Armenia, Azerbaijan, Nigeria, Georgia, North Korea, Vietnam, Iran, Cuba, Venezuela, & Syria. Published, "Information Warfare On The Modern Battlefield" and a State Department product titled "Psychological Assessment on Key African Nations, Their Leaders and People: (Case Studies of Nigeria, Morocco, Zimbabwe, and South Africa). Editor of the internationally recognized book, Psychological Operations Principles and Case Studies. Editor and Author, "Psychological Profiling: An Evolving Forensic Science." And The Last Reunion A Salute to "The Jimmy Doolittle Tokyo Raiders". Full list of publications available upon request.

References: Provided upon request.

For Candidate Frank L. Goldstein

EMS Resilience and Protective Behavioral Health Consultant RFQ PS 08-18

- Thirty years active duty experience Six years USAF Equal Opportunity Officer for Resolving Race, Gender and Discrimination Issues Hispanic Background
- 10. References:

Gary Kruschke Commander FL One DMAT Gary.Kruschke@hhs.gov

Dr. Frank Emmett Senior Psychological Director San Antonio Ecumenical Center Femmet303@aol.com

Dr. Mary Lindahl Chair, Department of Forensic Psychology Marymount University, Arlington, VA Mary.lindahl@marymount.edu

Psychological Profiling: In Evolving Forensic Science

Frank L. Goldstein, Ph.D.

cision Influence Technologies Publication •Ft. Walton Beach, FL



PSYCHOLOGICAL OPERATIONS Principles and Case Studies

Frank L. Goldstein, Col, USAF Benjamin F. Findley, Jr., Col, USAFR

PERSPECTIVES ON BEHAVIORAL SCIENCE EDUCATION PROGRAMS WITHIN THE ARMED FORCES FAMILY PRACTICE TEACHING COMMUNITY

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FRANK L. GOLDSTEIN, Ph.D. MAJOR USAF BSC Chief Family Plans HQUSAF/MPXHF Washington, DC 20330

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FRANK L. GOLDSTEIN, Ph.D.

Publications

Goldstein, Frank L., The Ford Mustang Emerald Coast Regional Mustang Club 30th Anniversary Edition, First Edition – First Printing, Emerald Coast Regional Mustang Club and Image Printing and Digital Service, Inc., Mary Esther, FL, 2017.

Goldstein, Frank L., "The Last Reunion A Salute to "The Jimmy Doolittle Tokyo Raiders," First Edition – Second Printing, Precision Influence Technologies and Image Printing and Digital Service, Inc., Mary Esther, FL, 2015.

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Goldstein, Frank L. and Emmett, Frank E., "Monograph: The Value of the Psychological Perspective Utilizing Four Representative African Nations: Morocco, Nigeria, South Africa, and Zimbabwe," Department of State, INR Program Office, Washington, D.C., January, 2009

Goldstein, Frank L. and Emmett, Frank E., "Monograph: A Social-Psychological Perspective on the People within Armenia," Joint Information Operations Warfare Center United States Strategic Command, San Antonio, Texas, April 2008.

Goldstein, Frank L., Emmett, Frank E., and Joey Lindquist, "Monograph: A Psychological Perspective on the People of Azerbaijan," Joint Information Operations Warfare Center United States Strategic Command, San Antonio, Texas, April 2008.

Goldstein, Frank L., Emmett, Frank E., and Denise Rodriguez, "Monograph: A Social-Psychological Perspective on the People of the Republic of Georgia," Joint Information Operations Warfare Center United States Strategic Command, San Antonio, Texas, April 2008.

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Goldstein, Frank L. and Emmett, Frank E., "Monograph: A Psychological Perspective on the People of Venezuela," Joint Information Operations Warfare Center United States Strategic Command, San Antonio, Texas, January 2007.

Goldstein, Frank L., Emmett, Frank E. and Stambaugh, Russell J., "The Role of the Suicide Terrorist in Information Operations," IOSphere: The Professional Journal of Joint Information Operations. Fall 2006, 27 – 29.

Goldstein, Frank L., Emmett, Frank E. and Wilcox, Laura, "Monograph: A Psychological Perspective on the People of Venezuela," Joint Information Operations Warfare Center United States Strategic Command, San Antonio, Texas, October, 2006.

Goldstein, Frank L. and Emmett, Frank E., "Monograph: A Social-Psychological Perspective on the People within Nigeria," Joint Information Operations Warfare Center United States Strategic Command, San Antonio, Texas, January, 2005.

Goldstein, Frank L., and Emmett, Frank E., "Monograph: A Social-Psychological Perspective on the People within the Democratic People's Republic of Korea (DPRK), ," Joint Information Operations Warfare Center United States Strategic Command, San Antonio, Texas, April, 2004.

..., in Proceedings on the 40th Annual AOC International Symposium. EW Transformation and Information Dominance In the 2nd Century of Powered Flight. Dayton, Ohio. Sept. 21 – 25, 2003.

"PSYOPers Chasing Ghosts." Journal of the Psychological Operations Association, Fall 2003: (Vol. 15, Number 2.)

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"Integration of PSYOP and Intelligence," in Proceedings of the Ninth Annual Special Operations/Low-Intensity Conflict (SOILIC) Symposium and Exhibition held at the Hyatt Regency Crystal City Hotel, Arlington, VA, February 17-19 1998, sponsored by Special Operations/Low Intensity Conflict (SOILIC) Division, the National Defense Industrial Association (NDIA). Washington, DC, NDIA. 1998.

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Medd, Roger, and Frank L. Goldstein. "International Terrorism on the Eve of a New Millennium." Studies in Conflict and Terrorism 20, no. 3 (July-September 1997): 281316.

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"International Terrorism in the Twenty-First Century." In Global Security Concerns: Anticipating the Twenty-First Century, edited by Karl P. Magyar, 291-306. Maxwell AFB AL: Air University Press, 1996.

"The Libyan Raid as a Psychological Operation." In Psychological Operations: Principles and Case Studies, edited by Frank L. Goldstein, 289-93. Maxwell AFB AL: Air University Press, 1996.

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ACORD	

DATE (MM/DD/YYYY)

ACORD		CE	RTIFICATE OF L	IABILITY IN	ISURANC	=	11/02/	2017
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMAT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALL CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSUI	TER THE C	Y AND CC OVERAG	ONFERS NO RIGHTS UPON THE E AFFORDED BY THE POLICIES	CERTIFICATE HOLD	ER, THIS CERTIFICA	TE DOES NOT	·····	
IMPORTANT: if the certificate holder is an ADDITIONAL IN	ISURED, I	he policy	(les) must have ADDITIONAL IN	SURED provisions of	r be endorsed. If S	UBROGATION IS WANED,	· · · · · ·	"
subject to the terms and conditions of the policy, certain holder in lieu of such endorsements.	policies r	nay requi	ire an endorsement. A stateme	ent on this certificate	a does not confer ri	ghts to the certificate		
PRODUCER				CONTACT		• •		
NASW RRG Plan Administrator				NAME:			••••••	
1200 East Glen Avenue			PHONE (A/C, No, Ext):		FAX (AVC, No):			
Peoria Heights, IL 61616-5348				E-MAIL				
:				ADDRESS:				
INSURED ALL				INSURER(S) AFFORDING COVERAGE				NAIC # 14366
Frank Goldstein				INSURER B:				14500
234 Crewilla Drive NW				INSURER C:	· · · · · ·			
Fort Walton Beach, FL 32548				INSURER D:				
				INSURER E:		· · ·		
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			RTIFICATÉ NUMBER: P				N NUMBER:	J01
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LI NOTWITHSTANDING ANY REQUIREMENT, TERM OR COND MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICI SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.	ITION OI	ANY CO	NTRACT OR OTHER DOCUMEN	IT WITH RESPECT TO	WHICH THIS CERT	IFICATE MAY BE ISSUED OR		
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COMMERCIAL GENERAL LIABILITY					(MM/DD/YYY)	EACH OCCURRENCE	\$	<u>.</u>
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WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N				•		PER STATUTE E.L. EACH ACCIDENT		R
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EXCLUDED?						E.L. DISEASE - POLICY LIMIT	\$	
(Mandatory in NH) Description of Operations below						······································		
Professional Liability Insurance						Per Claim Limit		\$1,000,000.00
Retroactive Date: 11-15-2017 A	N	N	P-IND3TTMRB7SjA-00	11/15/2017	11/15/2018	Aggregate Limit		\$3,000,000.00
					}	State Licensing Board Limits		\$35,000.00
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLI	ES ES	i.	(ACORD 101, Addition	al Remarks Schedul	e, may be attached	If more space is required)		
i e e e e e e e e e e e e e e e e e e e								
ERTIFICATE HOLDER				CANCELLATION		· · · · · · · · · · · · · · · · · · ·	·	
FRANK h. Goldsten Mb			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ON ACCORDANCE WITH POLICY PROVISIONS,					
· .				AUTHORIŻED REPRESENTATIVE		Buy P P P	· · · · · · · · · · · · · · · · · · ·	

ADDENDUM #3



SOCIAL WORKERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY INSURANCE POLICY DECLARATIONS - CLAIMS MADE

Customer ID:	3TTMRAILX8	Named Insured:	Frank Goldstein
Policy Number:	P-IND3TTMRB7SJA-00		
Effective Date:	11/15/2017	Address:	234 Crewilla Drive NW
Expiration Date:	11/15/2018		Fort Walton Beach, FL 32548
Retroactive Date:	11/15/2017		
NOTICE			

NOTICE: A LOWER LIMIT OF LIABILITY APPLIES TO JUDGEMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT (SEE POLICY FOR DETAILS).

PROFESSIONAL PROFE	110/115:0171/A511107 \$1,000,000.00	PREMION \$57.60
Professional Liability Aggregate Limit	\$3,000,000.00	,
	UMITS OF TABILITY	MUNNERS
Professional Liability Per Claim Limit	\$1,000,000.00	
Professional Liability Aggregate Limit	\$3,000,000.00	
ADDINGLANCOVERATES CONSTRUCTION	\$5,000 per deposition/\$35,000 per policy period	PREMISIN
Subpoena Expense	\$400.00	
State License Board Investigation Defense	\$35,000.00	
Emergency First Ald	\$15,000.00	
Health Information - HIPAA	\$25,000.00	
First Party Assault	\$15,000.00	
Medical Payments	\$5,000 per incident/\$50,000 per policy period	
Wage Loss and Expense	\$1,000 per day/\$35,000 per policy period	

TOTAL PREMIUM FOR THIS COVERAGE PART:

\$57.60

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THIS INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED, THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

THIS POLICY IS ISSUED BY YOUR RISK RETENTION GROUP. YOUR RISK RETENTION GROUP MAY NOT BE SUBJECT TO ALL OF THE INSURANCE LAWS AND REGULATIONS OF YOUR STATE. STATE INSURANCE INSOLVENCY GUARANTY FUNDS ARE NOT AVAILABLE FOR YOUR RISK RETENTION GROUP.

Authorized Representative:

ony Berecht **Tony Benedetto**

Brokered and Administered by:

ASW Insurance Company RRG

NASW RRG.Plain Ádministrator 1200 E. Glén Avenue Péoría Helghts, 11 61616-5348 Ucense: CAN 0626026, ARH 1322 To Verify Claims History Contact: Western Litigation, Inc.

c/o Alma Garcia 9821 Katy Freeway, Suite 600 Houston, TX 77024 Alma_Garcia@westerniitigation.com Fax: 713-935-2479

olicy Forms & Endorsements: RRG PLI-1130 (May 9, 2016);

or additional information and online applications: NASWinsure.com

ITED SERVICES AUTOM	OBILE ASSOCIAT	ION ADDL	INFO ON N RENEW		Pag Mail McF	H-M-I
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IGNED BY	MATEXANDER		President, US	AA Reciprocal		-Fact, Inc.