

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/14/2021

Contract/Lease Control #: C21-3093-PS

Procurement#: RFQ PS 37-21

Contract/Lease Type: CONTRACT

Award To/Lessee: DR. TODD D. BELL, M.D.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/13/2021

Expiration Date: 3 YEARS W/ 2 -(1) ONE YEAR RENEWALS

Description of Contract/Lease: EMS MEDICAL DIRECTOR

Department: PUBLIC SAFETY

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

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

Closed:

Cc: Finance Department Contracts & Grants Office



Health Care Indemnity, Inc.
 2515 Park Plaza, Building 2-3E
 Nashville, TN 37203
 Phone: 615-344-5193
 Fax: 855-775-0393
 Email: Corp.Insurance@HCAHealthcare.com

Certificate of Insurance

Date: 12/08/2020
 COI#: 80695-2020

This is to certify to:
 (Name of Certificate Holder)

FORT WALTON BEACH MEDICAL CENTER (EMCARE)
 1000 MAR-WALT DRIVE
 FORT WALTON BEACH, FL 32547

that the described insurance coverages as provided by the indicated policy has been issued to:

Named Insured:
 Address:

HCA HEALTHCARE, INC. AND SUBSIDIARY ORGANIZATIONS
 EXISTING NOW OR HEREAFTER CREATED OR ACQUIRED
 ONE PARK PLAZA
 NASHVILLE, TN 37202-0550

The Policy identified below by a policy number is in force on the date of Certificate issuance. Insurance is afforded only with respect to those coverages for which a specific limit of liability has been entered and is subject to all the terms of the Policy having reference thereto. This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded under any policy identified herein.

POLICY NO.	POLICY PERIOD
HCI-10121	Effective: 1/1/2021 Expiration: 1/1/2022

TYPE OF INSURANCE	LIMITS OF LIABILITY
Comprehensive General Liability - • Occurrence Form • Bodily Injury • Property Damage • Products and Completed Operations • Personal and Advertising Injury	Each and Every Occurrence None Aggregate
Health Care Professional Liability Occurrence Form	\$1,000,000 Each and Every Occurrence \$3,000,000 Aggregate

SPECIAL CONDITIONS/OTHER COVERAGES:

The Named Insured Includes: COID:

Coverage herein is afforded to each physician and /or allied health professional listed on the following page(s) when acting within the course and scope of medical duties performed in connection with HCA-EmCare Holdings, LLC. Prior acts coverage is not provided.

Cancellation: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail ninety days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

Countersigned (Authorized Signat

Authorized Signature

CONTRACT #: C21-3093-PS
DR. TODD D. BELL, M.D.
E.M.S. MEDICAL DIRECTOR
EXPIRES: 07/13/2023 W/ (2) 1 YEAR
RENEWALS

<u>COID</u>	<u>Last Name</u>	<u>First Name</u>	<u>Degree</u>	<u>Start Date</u>	<u>Termination Date</u>	<u>Prior Acts</u>	<u>Retro Date</u>
30909	ABDELHAI	SALAH	MD	10/30/2018			
30909	ABOULELA	AYMAN	MD	10/12/2018			
30909	AHMAD	MASOOD	MD	10/12/2018			
30909	ALKHATIB	FADI	DO	7/15/2018			
30909	AQUINO	CINDERELLA	MD	4/20/2020			
30909	ARNOLD	BRENT	DO	6/30/2019			
30909	BALVICH	JAMES CHRISTOPHER	MD	10/15/2018			
30909	BARTHEL	LOUISE	NP	10/8/2019			
30909	BATTA	NEHA	MD	8/1/2018			
30909	BAYOUMY	ABEDEL-AZIM	MD	12/17/2018			
30909	BELCOURT	JEAN-EDSON	MD	10/15/2018			
30909	BELL	TODD	MD	11/1/2018			
30909	BERGGREN	KIMBERLY	PA	10/1/2016			
30909	BESSER	KATHLEEN	DO	10/1/2016			
30909	BHAVSAR	SONIYA	MD	3/1/2017			
30909	BORUP	MIKEL	DO	12/31/2019			
30909	BOYD	SAMANTHA	MD	10/19/2020			
30909	BRADSHAW	MELISSA	DO	11/1/2019			
30909	BRENNER	ANNETTE	MD	7/1/2018			
30909	BRYAN	KEVIN	MD	10/1/2016			
30909	BUCA	STEFAN	MD	5/18/2021			
30909	BUCKALLEW	PAMELA	NP	10/1/2016			
30909	BURLESON	GRADY	MD	10/1/2016			
30909	CAMERON	ROBERT	MD	5/19/2020			
30909	CERANOWSKI	ERIKA	NP	10/1/2016			
30909	CHAPUT	ANDREA	PA	12/31/2019			
30909	CHARFEN	CHARLOTTE	MD	12/10/2019			
30909	CIANFROCCO	PATRICE	NP	10/1/2018			
30909	COLONNA	STEVEN	MD	12/31/2019			
30909	COOLMAN	BRETT	MD	10/1/2017			
30909	CROW	ANNE	NP	9/1/2018			
30909	DAIGLE	LAURIE	PA	10/1/2016			
30909	DAVIDSON	PETER	DO	3/1/2019			
30909	DELA ROSA	REYNALDO	MD	10/15/2018			
30909	DENEAU	LACEY	NP	10/1/2018			
30909	DEUTSCH	LEISA	MD	11/1/2017			
30909	DOCKENDORF	GEORGE	DO	12/21/2020			
30909	DOKIANOS	NICHOLAS	PA	11/1/2018			

**CONTRACT #: C21-3093-PS
DR. TODD D. BELL, M.D.
E.M.S. MEDICAL DIRECTOR
EXPIRES: 07/13/2023 W/ (2) 1 YEAR
RENEWALS**



CONTRACT: C21-3093-PS
DR. TODD D. BELL, MD
EMS MEDICAL DIRECTOR
EXPIRES: 3 YRS W/2 1 YEAR RENEWALS


**FIRST AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA
COUNTY, FLORIDA AND
DR. TODD BELL, M.D.
CONTRACT NO. C21-3093-PS**

This First Amendment to the Agreement between Okaloosa County, a political subdivision of the State of Florida ("County"), and Dr. Todd Bell, M.D. ("Contractor"), executed this 11 day of August, 2022, is made a part of the original Agreement dated July 13, 2021, Contract No. C21-3093-PS (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

- 1. COMPENSATION.** The County and Contractor wish to amend Section 4 of the original agreement to the following:
 - Annual not-to exceed is increased to \$18,000.00.
 - Education allowance-\$1000.00 each
- 2. OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated July 13, 2021, and any amendments thereto, shall remain in full force and effect.
- 3. CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

DR. TODD BELL, M.D.:



Signature

TITLE: medical director

Todd Bell

Print Name

OKALOOSA COUNTY, FLORIDA

BY: 

Jeffrey Hyde, Purchasing Manager

Contract No. C21-3093-PS

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

Procurement/Contract/Lease Number: C21-3093-PS Tracking Number: 485672
Procurement/Contractor/Lessee Name: Dr. Todd Bell Grant Funded: YES NO
Purpose: amendment # 1
Date/Term: 7-12-24
Department #: 4500
Account #: 531401
Amount: \$18,000.00
Department: PS Dept. Monitor Name: Maddox

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
Wanda Mason Date: 7-29-22
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: no federal bid Grant Name: _____
_____ Date: _____
Grants Coordinator Suzanne Ulloa

Risk Management Review

Approved as written: no risk alert Date: _____
_____ Date: _____
Risk Manager or designee Kristina LoFria

County Attorney Review

Approved as written: see email attached Date: 7-29-22
_____ Date: _____
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, July 29, 2022 12:27 PM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: Re: Amendments to PS contracts
Attachments: image001.png; 1st amendment to c18-2671-ps.docx; 1st amendment to C21-3093-PS.docx; 2nd amendment to C17-2518-PS.docx

These amendments are approved for legal purposes

Sent from my iPhone

On Jul 29, 2022, at 12:04 PM, DeRita Mason <dmason@myokaloosa.com> wrote:

Good morning,
Please review and approve the attached.
Thank you,

DeRita Mason

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

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

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

Procurement/Contract/Lease Number: RFQ PS 37-21 Tracking Number: 4357-21
 Procurement/Contractor/Lessee Name: Dr. Todd Bell Grant Funded: YES ___ NO X
 Purpose: EMS Medical Director
 Date/Term: 3yrs w/ 2(1) Year Renewals
 Department #: 531401
 Account #: 4500
 Amount: \$ 48,000⁰⁰
 Department: Public Safety Dept. Monitor Name: Patrick Maddox

1. GREATER THAN \$100,000
 2. GREATER THAN \$50,000
 3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
Jessica Darr Date: _____
 Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: No Grant Funding Grant Name: N/A
N/A Suzanne Ulloa Date: N/A
 Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: See Email at 1:33pm
Lisa Price Date: 22 June, 2021
 Risk Manager or designee Lisa Price
 Edith Gibson or Karen Donaldson

County Attorney Review

Approved as written: See Email at 1:17 pm
Kerry Parsons Date: 30 June, 2021
 County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Department Funding Confirmed: See Email @ 8:28 AM Date: 10 June, 2021
Michelle Huber

IT Review (if applicable)

Approved as written:
Not Applicable N/A Date: N/A

Jesica Darr

From: Lisa Price
Sent: Tuesday, June 22, 2021 1:33 PM
To: Jesica Darr
Subject: RE: Please approve by Monday 29 June RFQ PS 37-21 EMS Medical Director

Categories: 37-21 EMS Medical Director

This is approved by Risk Management.

Lisa Price
Risk Management
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



"We are forever indebted to those who have given their lives that we might be free."
Ronald Reagan

For all things Wellness please visit:
<http://www.myokaloosa.com/wellness>

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

From: Jesica Darr <jdarr@myokaloosa.com>
Sent: Tuesday, June 22, 2021 1:01 PM
To: Jeffrey Hyde <jhyde@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>; kparsons@ngn-tally.com
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: Please approve by Monday 29 June RFQ PS 37-21 EMS Medical Director

Jesica Darr

From: Michelle Huber
Sent: Thursday, June 10, 2021 8:28 AM
To: Jesica Darr
Cc: Darrel Welborn 37
Subject: RE: Funding Confirmation RFQ PS ~~13~~-21 Med Director

Jesica,

Yes, we will budget for the 3-year Medical Director's contract for a total of \$48,000.00 in EMS account #4500-531401.

Thanks,

Michelle Huber
Office Supervisor
Okaloosa County Public Safety
90 College Boulevard East
Niceville, FL 32578

Phone: (850) 651-7150
FAX: (850) 651-7170

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From: Jesica Darr <jdarr@myokaloosa.com>
Sent: Wednesday, June 9, 2021 3:18 PM
To: Michelle Huber <mhuber@myokaloosa.com>; Darrel Welborn <dwelborn@myokaloosa.com>
Cc: Jesica Darr <jdarr@myokaloosa.com>
Subject: Funding Confirmation RFQ PS ~~13~~-21 Med Director

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Mrs. Huber,

Good Afternoon, Ma'am!

The County has selected Mr. Bell as the intended awardee for the EMS Medical Director requirement.

- Please verify that the budget for 3 years is \$15,000.00 per year along with \$1,000.00 per year for continuous education purposes and therefore the total budgeted amount \$48,000.00.
- Also, will you still utilize 4500-531401 as the department and account numbers ?

Please advise.

Thank you for your time! Have a good day!

Respectfully,

Jesica

From: Michelle Huber
Sent: Tuesday, January 19, 2021 3:41 PM
To: Jesica Darr <jdarr@myokaloosa.com>; Darrel Welborn <dwelborn@myokaloosa.com>
Subject: RE: Please Respond NLT COB Wednesday, 20 January 2021 RFQ PS 13-21 Med Director

The EMS department/account number for the medical director is: 4500-531401 (PS-Medical Director). We budgeted \$48,000.00 for the current fiscal year, or \$16,000.00 for each of the 3 medical directors.

Michelle Huber
Office Supervisor
Okaloosa County Public Safety
90 College Boulevard East
Niceville, FL 32578

Phone: (850) 651-7150
FAX: (850) 651-7170

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From: Jesica Darr <jdarr@myokaloosa.com>
Sent: Tuesday, January 19, 2021 3:37 PM
To: Darrel Welborn <dwelborn@myokaloosa.com>
Cc: Michelle Huber <mhuber@myokaloosa.com>
Subject: RE: Please Respond NLT COB Wednesday, 20 January 2021 RFQ PS 13-21 Med Director

Mr. Welborn,

Thank you for the information!

Who is the finance point of contact that can confirm full funding for 3 years. Also, I'll need that person to give me the department(s) and account(s) number for the contract file.

Please advise.

Thank you!

Respectfully,

Jesica



Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
jdarr@myokaloosa.com

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From: Darrel Welborn
Sent: Tuesday, January 19, 2021 2:14 PM
To: Jessica Darr <jdarr@myokaloosa.com>
Cc: Michelle Huber <mhuber@myokaloosa.com>
Subject: RE: Please Respond NLT COB Wednesday, 20 January 2021 RFQ PS 13-21 Med Director

15,000 and 1000 for education. My apologies

From: Jessica Darr
Sent: Tuesday, January 19, 2021 2:13 PM
To: Darrel Welborn <dwelborn@myokaloosa.com>
Cc: Michelle Huber <mhuber@myokaloosa.com>
Subject: RE: Please Respond NLT COB Wednesday, 20 January 2021 RFQ PS 13-21 Med Director

Mr. Welborn,

Good Afternoon, Sir!

Thank you for the quick response below.

I need to clarify with you the limit for the annual amount. In the Addendum #1, we posted that your dept. has 16,000 budgeted for the position annually.

Do you want me to write in the contract not to exceed \$15,000.00 or \$16,000.00 ?

Please advise. Thank you!

Respectfully,

Jesica

From: Darrel Welborn
Sent: Tuesday, January 19, 2021 1:06 PM
To: Jessica Darr <jdarr@myokaloosa.com>
Cc: Michelle Huber <mhuber@myokaloosa.com>
Subject: RE: Please Respond NLT COB Wednesday, 20 January 2021 RFQ PS 13-21 Med Director

The COUNTY shall pay the MEDICAL DIRECTOR the sum of \$71.50 for each hour of MEDICAL DIRECTOR Services. Charges invoiced to the COUNTY are not to exceed \$15,000 annually unless specifically approved in writing by the COUNTY.

From: Jessica Darr
Sent: Tuesday, January 19, 2021 12:47 PM
To: Darrel Welborn <dwelborn@myokaloosa.com>
Subject: Please Respond NLT COB Wednesday, 20 January 2021 RFQ PS 13-21 Med Director

Mr. Welborn,

Good Afternoon, Sir!

- How much will your department pay the Medical Director per hour for the Medical Director services ?

I know it should not exceed an annual total of \$16,000.00 altogether.

Please advise by tomorrow afternoon, if possible.

Thank you!

Respectfully,

Jessica



Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960

Jesica Darr

From: Darrel Welborn
Sent: Friday, March 26, 2021 11:29 AM
To: Jesica Darr
Subject: Re: Medical Director

Nothing has changed. There is no grant funding.

Sent from my iPhone

On Mar 26, 2021, at 11:26, Jesica Darr <jdarr@myokaloosa.com> wrote:

Mr. Welborn,

Good Morning!

I will send this new solicitation (that you approved below) to the chain of approvers. I need to double check with you on the funding.

Please let me know if anything has changed with the funding; will this be Grant funded ?

Please advise.

Thank you!

Respectfully,

Jesica

<image001.png>

Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
jdarr@myokaloosa.com

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Jesica Darr

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Wednesday, June 30, 2021 1:17 PM
To: Jesica Darr
Cc: Jeffrey Hyde; DeRita Mason; Lisa Price; Lynn Hoshihara
Subject: Re: Please approve by Monday 29 June RFQ PS 37-21 EMS Medical Director

This is approved for legal purposes.

Sent from my iPad

> On Jun 22, 2021, at 2:01 PM, Jesica Darr <jdarr@myokaloosa.com> wrote:

>

> Good Afternoon!

>

> Please see the draft contract for the EMS Medical Director. The word document contract does not show the lines on the screen, however, it prints off with the lines on the paper. This is not grant funded.

>

> Please approve by Tuesday, 29 June, 2021. Please let me know if there are any questions.

>

>

> Thank you!

>

> Respectfully,

>

> Jesica

>

>

>

> [cid:image001.png@01D53647.289DB620]

>

>

> Contracts and Lease Coordinator

> Okaloosa County Purchasing Department

> 5479A Old Bethel Road

> Crestview, Florida 32536

> (850) 689-5960

> jdarr@myokaloosa.com<mailto:jdarr@myokaloosa.com>

>

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

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> <RFQ PS 37-21 EMS Medical Director DRAFT Contract 22 June 2021.pdf>

**AGREEMENT
FOR RFQ PS 37-21
WITH DR. TODD D. BELL, M.D.
FOR THE MEDICAL DIRECTOR FOR OKALOOSA COUNTY**

This Agreement is entered into by and between Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 1250 N. Eglin Parkway, Shalimar, FL (hereinafter the "County"), and Dr. Todd D. Bell, M.D., certified to do business in the state of Florida, whose principal address is 275 Tequest Drive, Destin FL 32541 (hereinafter the "Medical Director" or "Provider").

WITNESSETH

WHEREAS, the COUNTY is responsible for the provision of Emergency Medical Services to its citizenry; and

WHEREAS, 401.265 Florida Statutes requires that each basic and advanced life support transport service employ or contract with a medical director who is a licensed physician for the purpose supervising and assuming direct responsibility for the medical performance of the emergency medical technicians and paramedics operating for that emergency medical services system; and

WHEREAS, the County now desires to enter into this agreement with the provider to act as one of two medical directors for Okaloosa County Public Safety.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1: INCORPORATION OF DOCUMENTS

The following documents are incorporated by reference into this Agreement and are attached hereto:

1. Request for Bid & Acknowledgment/Provider's Submittal for RFQ PS 37-21, EMS Medical Director, date of opening January 04, 2021 and any addendums thereto.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties. All attachments stated above and this Contract are the entire Contract Documents between the parties.

SECTION 2: SCOPE OF SERVICES

The Board of County Commissioners of Okaloosa County has appointed "Provider" to the post of MEDICAL DIRECTOR for the Okaloosa County Public Safety Department. Therefore, in consideration of the mutual promise set out herein, the MEDICAL DIRECTOR agrees to:

1. Consult in the planning of services to be provided by the Okaloosa County Public Safety Department including review of design of vehicles, equipment, supplies, distribution of

**CONTRACT #: C21-3093-PS
DR. TODD D. BELL, M.D.
E.M.S. MEDICAL DIRECTOR
EXPIRES: 07/13/2023 W/ (2) 1 YEAR
RENEWAL S**

resources, dispatching/911 procedures, personnel allocation, training, medical policy planning and development.

2. Provide medical control and assure medical accountability within the planning, implementation and evaluation of the County EMS system.
3. Review and approve medical policies, procedures, field guidelines (protocols), and dispatching procedures to provide standards for patient care.
4. Chair / Co-Chair the Medical Director(s) Quality Assurance (MDQA) Committee, administrate the EMS Quality Assurance / Performance Improvement Plan, and facilitate the monthly MDQA meeting.
5. Establish minimum clinical competency measures and training standards for all clinical personnel in the EMS system.
6. Actively participate in the Department of Public Safety's Strategic Planning processes.
7. Review and approve medical policies, procedures, field guidelines (protocols), and dispatching procedures to provide standards for patient care.
8. 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.
9. Advise EMS Division Chief on current issues and trends; and consult with staff in the determination of sanctions against EMS personnel when indicated.
10. Become a member of the Florida Association of Medical Directors and participate in at least one association meeting annually.
11. Evaluate and approve or disapprove medical equipment or medications recommended for use within the EMS System; and monitoring efficacy if approved for use.
12. Attend meetings as requested by the Public Safety Director or EMS Division Chief to provide medical input.
13. Provide medical direction for the County Warning Point/911, Beach Safety Division, and Special Response Teams including Bike Medics, Tactical Medics, Water Rescue and Wildfire Medics.
14. Consult and aid in the review of initial training of medical rescue personnel, including determination of quality of training and departmental certification criteria, establishment of local testing, retesting and departmental certification procedures.

15. Work with EMS Training staff and participate as an instructor in the in-service education program and quality control of patient care in day-to-day delivery of medical services.
16. Participate as an active member on rescue units with medical rescue personnel at least one eight (8) hour shift every other month.
17. Serve in concert with the Public Safety Director or EMS Division Chief as liaison between the Public Safety Department and the various community hospitals, medical associations, the Health Systems Agency and the various training and research institutes in the community.
18. Serve as medical 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.
19. Provide such medical assistance as may be required in the preparation and administration of any applicable grant programs for the enhancement and improvement of the EMS system.
20. Provide regular review and input as necessary to the County Warning Point for Emergency Medical Dispatch procedures.
21. The Medical Director or his appointee shall provide continuous 24/7 medical direction.
22. Provide malpractice and errors and omissions liability insurance coverage, while acting in his official capacity as MEDICAL DIRECTOR of Okaloosa County. Minimum coverage shall consist of \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate for MEDICAL DIRECTOR duties when performed as stipulated in this contract and by Chapter 401 F.S. and Chapter 64J-1 F.A.C. It is understood that such coverage shall apply only to the activities of the MEDICAL DIRECTOR in his capacity as MEDICAL DIRECTOR for Okaloosa County.
23. Work in concert with the other Medical Director to provide and maintain twenty-four (24) hour contact availability. Each Medical Director shall maintain contact with Okaloosa County EMS command staff and each other so that collaboration on development of standard operating guidelines and medical protocols can be accomplished.
24. Any other services as may be required from time-to-time in accordance with section 401.265 Florida Statutes.

SECTION 3: COUNTY RESPONSIBILITY.

Okaloosa County agrees to be responsible for the following:

1. To provide when possible, within the staffing availability and budget constraints of EMS, such support assistance as may be required to carry out the terms of this contract.

2. To provide the MEDICAL DIRECTOR with funds for one CME meeting per year not to exceed a total cost of \$1,000.00 with the stipulation that the content of the meeting is directly related to education or enhancement of the MEDICAL DIRECTOR'S duties as stipulated in Section 2, as approved by the Public Safety Director or EMS Division Chief.

SECTION 4: COMPENSATION

The COUNTY shall pay the MEDICAL DIRECTOR the annual, salary sum of \$16,000.00. Charges invoiced to the COUNTY are not to exceed \$15,000.00 annually for Medical Director Services and \$1,000.00 annually for continuing education purposes, unless specifically approved by the COUNTY.

SECTION 5: METHOD OF PAYMENT

The MEDICAL DIRECTOR shall provide the COUNTY with an invoice for services on a monthly basis in accordance with the COUNTY'S payment procedures. Payment shall be made directly to the MEDICAL DIRECTOR.

The Contractor will be paid upon, receipt of goods and submission of invoice, through the requesting department.

SECTION 6: DURATION OF AGREEMENT AND TERMINATION

The Agreement will begin on the effective date of contract, as all parties sign, and run through 3 years with the option for two (2) one (1) year renewal periods upon agreement by both parties and upon advance notice of ninety days.

The County may terminate this Agreement for cause, if it determines that the Contractor is not satisfactorily performing the requirements under this Agreement, upon thirty (30) days written notice of the deficiency in writing. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. The Contractor shall have ten (10) days to cure the deficiency. If the deficiency is not corrected within the time period provided, the County may either (1) terminate the Agreement, or (2) take whatever action is deemed appropriate by the County to correct the deficiency. In the event that the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

This Agreement may be terminated without cause by the County upon thirty (30) days written notice to Contractor. The County further reserves the right to unilaterally cancel this Agreement for refusal of the Contractor to permit public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt by law.

If the County terminates the Agreement with or without cause, the County will notify the Contractor of such termination in writing, with instructions to the effective date of termination. The Contractor shall be paid only for work satisfactorily performed up to the point of termination for which costs can be substantiated.

SECTION 7: PUBLIC RECORDS

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST, CRESTVIEW, FL 32536 OR BY CALLING (850) 689-5977 OR BY EMAIL TO riskinfo@myokaloosa.com

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

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Provider or keep and maintain public records required by the County to perform the service. If the Provider transfers all public records to the public agency upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider 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.

SECTION 8: NOTICE

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

The authorized representative of the County shall be:

Darrell Welborn, EMS Division Chief
Public Safety, EMS
1759 South Ferdon Blvd.
Crestview, FL 32536
Phone: 850-651-7150
Email: dwellborn@myokaloosa.com

With a copy to:

County Attorney Office
1250 N. Eglin Pkwy, Suite 100
Shalimar, FL 32579
(850) 224-4070

The authorized representative(s) for MEDICAL DIRECTOR shall be:

Mr. Todd Bell
Address: 275 Tequesta Drive
Phone: 1-512-568-2955
Email: drtdbell@gmail.com

Courtesy copy to:

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

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

SECTION 9: IDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Provider 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 Provider and other persons employed or utilized by the Provider in the performance of this Contract.

SECTION 10: ASSIGNMENT

Provider shall not assign this agreement or any part thereof.

SECTION 11: ENTIER CONTRACT & WAIVER

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

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

SECTION 12: 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.

SECTION 13: INDEPENDENT PROVIDER

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

SECTION 14: THIRD PARTY BENEFICIARIES

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

SECTION 15: LAW & VENUE

The agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the state courts of Okaloosa County.

SECTION 16: AUDIT PROVISION

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

SECTION 17: REPRESENTATION OF AUTHORITY TO CONTRACT/SIGNATORY

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

SECTION 18: TAXES SECTION 18: TAXES

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

IN WITNESS WHEREOF, the parties hereunto have caused this agreement to be executed on the 13 day of July, 2021.

WITNESS:

Dedra Christine Lavigne
Signature

Dedra Christine Lavigne
Print Name

MEDICAL DIRECTOR

TODD O BELL M.D.

9 July, 2021
Date

OKALOOSA COUNTY

Faye Douglas
Faye Douglas, O.M.B. Director

**REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S
ACKNOWLEDGEMENT**

RFQ TITLE:
EMS Medical Director

RFQ NUMBER:
RFQ PS 37-21

ISSUE DATE: April 19, 2021 8:00 a.m. (CST)
LAST DAY FOR QUESTIONS: May 07, 2021 3:00 p.m. (CST)
OPENING DATE & TIME: May 19, 2021 3:00 p.m. (CST)

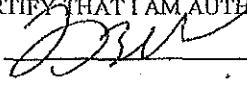
NOTE: PROPOSALS RECEIVED AFTER THE DUE DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a response on the above referenced goods or services. All terms, specifications and conditions set forth in this RFQ are incorporated into your response. A response will not be accepted unless all conditions have been met. All responses must have an authorized signature in the space provided below. All responses must be sealed and received by the Okaloosa County Purchasing Department by the "RFQ Opening Date & Time" referenced above. The address to submit packages is 5479A Old Bethel Rd., Crestview, FL 32536. All envelopes containing sealed bids must reference the "RFQ Title", "RFQ Number" and the "RFQ Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of responses by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Responses may not be withdrawn for a period of ninety (90) days after the bid opening unless otherwise specified.

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

COMPANY NAME TODD D BELL MD
MAILING ADDRESS 275 TEQUESTA DRIVE
CITY, STATE, ZIP DESTIN, FL 32541
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 455-59-8970
TELEPHONE NUMBER: 512-568-2955 EXT: _____ FAX: _____
EMAIL: _____

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

AUTHORIZED SIGNATURE:  TYPED OR PRINTED NAME TODD D BELL
TITLE: _____ DATE 4/29/2019

Rev: September 22, 2015

**RFQ PS 37-21
EMS MEDICAL DIRECTOR
DR. TODD M. BELL, M.D.
ATTACHMENT A- Solicitation and
Respondent's Proposal**

RFQ PS 37-21 FOR OKALOOSA COUNTY EMS MEDICAL DIRECTOR

Pursuant to section 287.055, Florida Statutes, and County policy, the Okaloosa County Board of County Commissioners (BCC) requests qualifications from interested respondents detailing their experience in response to this Request for Qualification for and EMS Medical Director.

Interested respondents desiring consideration should provide one (1) original and a thumb drive with all information in PDF format of their Request for Qualifications (RFQ) response, with the respondent's areas of expertise identified. Hard copy submission should be portrait orientation, unbound, and 8 ½" x 11" where practical. **All originals must have original signatures in blue ink.** Guidelines detailing form and content requirements for the statement of qualifications are available by contacting Okaloosa County Purchasing Department, 5479A Old Bethel Road, Crestview, FL 32536, 850-689-5960, or download them by accessing the following sites:

<http://www.myokaloosa.com/purchasing/home> then accessing the link "View Current Solicitations"

<https://www.bidnetdirect.com/florida>

https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=2442519

Submittals must be delivered to the Okaloosa County Purchasing Department at the address below no later than **May 19, 2021 @ 3:00 PM (CST)** to be considered. All submittals must be in sealed envelopes reflecting on the outside thereof "**Request for Qualifications for an EMS Medical Director**". Failure to mark outside of envelope as set forth herein shall result in the submittal not being considered.

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

The County reserves the right to award to the firm submitting qualifications 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 negotiating agreement that is in its best interest and its decision will be final.

All submittals should be addressed as follows:

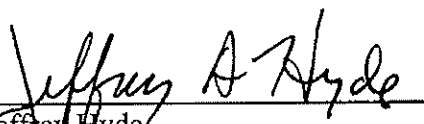
Okaloosa County Purchasing Department

RE: EMS Medical Director

RFQ PS 37-21

5479A Old Bethel Road

Crestview, FL 32536


Jeffrey Hyde
Purchasing Director

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FL
Carolyn N. Ketchel, Chairman

**SCOPE OF WORK:
OKALOOSA COUNTY EMS MEDICAL DIRECTOR**

SECTION 1: MINIMUM REQUIREMENTS.

- Must have a current Florida license to practice medicine (M.D. or D.O.).
- Must be from a broad-based medical specialty such as emergency medicine, internal medicine, family practice, anesthesiology, or other surgical specialty with demonstrated experience in prehospital care, and hold an ACLS certificate of successful course completion, board certification in emergency medicine is preferred.
- Must actively participate in a regional or statewide physicians' group involved in prehospital care.

SECTION 2: MEDICAL DIRECTOR RESPONSIBILITY.

The Board of County Commissioners of Okaloosa County will appoint selected physician(s) to the post of **MEDICAL DIRECTOR** for the Okaloosa County Public Safety Department. The Selected Medical Director(s) will be responsible for:

- Consult in the planning of services to be provided by the Okaloosa County Public Safety Department including review of design of vehicles, equipment, supplies, distribution of resources, dispatching/911 procedures, personnel allocation, training, medical policy planning and development.
- Provide medical control and assure medical accountability within the planning, implementation and evaluation of the County EMS system.
- Chair / Co-Chair the Medical Director(s) Quality Assurance (MDQA) Committee, administrate the EMS Quality Assurance / Performance Improvement Plan, and facilitate the monthly MDQA meeting.
- Establish minimum clinical competency measures and training standards for all clinical personnel in the EMS system.
- Actively participate in the Department of Public Safety's Strategic Planning processes.
- Review and approve medical policies, procedures, field guidelines (protocols), and dispatching procedures to provide standards for patient care.
- 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.
- Advise EMS Division Chief on current issues and trends; and consult with staff in the determination of sanctions against EMS personnel when indicated.
- Become a member of the Florida Association of Medical Directors and participate in at least one association meeting annually.
- Evaluate and approve or disapprove medical equipment or medications recommended for use within the EMS System; and monitor efficacy if approved for use.
- Attend meetings as requested by the Public Safety Director or EMS Division Chief to provide medical input.
- Provide medical direction for the Communications Center/Emergency Medical Dispatchers, Beach Safety Division, and Special Response Teams including Bike Medics, Tactical Medics, Water Rescue.
- Consult and aid in the review of initial training of medical rescue personnel, including determination of quality of training and departmental certification criteria, establishment of local testing, retesting and departmental certification procedures.
- Takes responsibility for the AED protocols and programs in Okaloosa County.
- Conduct medical competency testing for new clinical personnel and make recommendations for clearance to full duty, remediation, or denial of clearance to full duty.
- Work with the Training and Compliance Section and participate as an instructor in the in-service education program and quality control of patient care in day-to-day delivery of medical services.

- Participate as an active member on rescue units with medical rescue personnel at least one eight (8) hour shift every other month.
- Serve in concert with the Public Safety Director or EMS Division Chief as liaison between the Public Safety Department and the various community hospitals, medical associations, the Health Systems Agency and the various training and research institutes in the community.
- Serve as medical 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 medical assistance as may be required in the preparation and administration of any applicable grant programs for the enhancement and improvement of the EMS system.
- Provide regular review and input as necessary to the Communications Center for Emergency Medical Dispatch procedures.
- The Medical Director or appointee shall be available to provide continuous 24/7 medical direction.

SECTION 3: EVALUATION OF RESPONDENTS

- Respondents will be ranked based on the criteria listed below:
- Licensed Florida Physician (M.D. or D.O.) (Yes / No)
- Currently practicing as an Emergency Department Physician. (Yes / No)
- Board Certified in a medical specialty: Emergency Medicine, Internal Medicine, Anesthesiology, Family practice, Surgical Specialty (0-25)
- Experience in pre-hospital care and EMS Medical Direction in Florida. (0-25)
- Experience in the development and implementation of EMS Clinical Quality Improvement Programs. (0-25)
- Experience in review, development and implementation of Emergency Medical Dispatch Procedures. (0-25)

SECTION 4: PREVIOUS SOLICITATION QUESTIONS AND ANSWERS

The following questions and answers were addressed within the previous solicitation for EMS Medical Director (RFQ PS 13-21):

- **Question:** What is the budgeted annual amount for this position?
Answer: \$16,000
- **Question: Is there currently an incumbent serving in this role?**
Answer: Yes - **There are two (2) EMS Director positions for Okaloosa County.** The two staffed positions are required to dually account for the responsibility of the work listed within the scope. **Currently, one position is filled and the other position will be filled through RFQ PS 37-21**
- **Question:** If there currently an incumbent serving if this role, is the intent to fill the role once again?
Answer: Yes
- **Question:** Can meeting attendance be virtual (videoconferencing)? Or, is in-person attendance required?
Answer: May attend by videoconference
- **Question:** Can training participation be virtual (videoconferencing)? Or, is in-person attendance required?
Answer: The vast majority of our training is in classroom with didactic and hands on experiences.
- **Question:** Is this scope of work an expansion over current requirements for this position?
Answer: No
- **Question:** Will Distributed Medical Direction (use of multiple EMS physicians for different components of the Scope of Work) be permitted, or is the intent to select a single physician?
Answer: This may be permitted upon agreement with current medical director.
- **Question:** Will an emergency vehicle be provided to allow for in-field/on-scene physician response to emergencies?
Answer: Not at this time.

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 08/01/2018

RESPONDENT'S INSURANCE

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

WORKERS' COMPENSATION INSURANCE

1. The Respondent 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 Respondent 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. Respondent must be in compliance with all applicable State and Federal workers' compensation laws,

including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.

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

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the Respondent does not own vehicles, the Respondent shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Respondent must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Respondent shall notify the County representative in writing. The Respondent shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
4. Respondent shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.
5. Respondent shall provide malpractice and errors and omissions liability insurance coverage, while acting in official capacity as **MEDICAL DIRECTOR** of Okaloosa County. Minimum coverage shall consist of \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate for **MEDICAL DIRECTOR** duties when performed as stipulated in this contract and by Chapter 401 F.S. and Chapter 64J-1 F.A.C. It is understood that such coverage shall apply only to the activities of the **MEDICAL DIRECTOR** in his/her capacity as **MEDICAL DIRECTOR** for Okaloosa County.

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts. Respondent must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

INSURANCE LIMITS OF LIABILITY

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

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$100,000 each accident
2. Business Automobile	\$1M each accident (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4. Personal and Advertising Injury	\$250,000 each occurrence
5. Professional Liability (E&O)	\$1M each claim

NOTICE OF CLAIMS OR LITIGATION

The Respondent 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 Respondent'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 Respondent becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

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

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.

2. The Respondent shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium)
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Respondent to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the Respondent shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

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

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

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

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

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

UMBRELLA INSURANCE

The Respondent 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.

GUIDELINES FOR REQUEST FOR QUALIFICATIONS (RFQ): OKALOOSA COUNTY EMS MEDICAL DIRECTOR

The purpose of this Request for Qualifications is to provide interested consultants with guidelines and information to enhance their RFQ submission.

It is expected that the selected CONSULTANT will negotiate a contract for these services. Responsibilities will include requirements as listed in the RFQ and as assigned by the County.

The initial term of this contract will be for three (3) years. The County reserves the right to renew the contract for two (2) additional one (1) year contract periods for a total of up to five (5) years, mutually agreed upon by both parties.

The content of the RFQ of the successful consultant will become a basis for contractual negotiations.

The selected consultant shall be required to assume responsibility for all services offered in their RFQ. The selected consultant shall be the sole point of contact concerning contractual matters including payments of any charges resulting from the contract.

Proposals shall be submitted in the format described below:

1. **Letter of Interest** including a brief work history synopsis and ability to assign resources to meet the County's needs related to the EMS Medical Director services.
2. **Business Credentials** – Provide a summary of the consultant's qualifications and certified medical credentials; to include specific capabilities of broad-based medical specialties, licensures, certifications and officially recognized expertise to support medical director responsibilities.
3. **Registration** – List of the State of Florida licensing/registration qualifications of the consultant to support medical director responsibilities.
4. **Area of Expertise** – Provide a list of your work history in all areas of medical expertise. Include a listing of medical specialty expertise history and progressive workplace responsibilities. Consultants are not required to have expertise in all areas to be considered and specific examples can go beyond a five (5) year period.
5. **References** – List three (3) references representative of past experience in the State of Florida similar to the services described herein, to include, at a minimum, a contact person, company name, phone number, and a brief description of the services rendered.

Evaluation / Selection of Submittals – The submittals will be reviewed by the County’s Standing Review and Selection Committee. Proposals should be responsive to the items identified in this RFQ and contain no more than 30 pages not including standard forms, cover or table of contents. The Committee will select those firms deemed to be most responsive and may hear presentations by those consultants, if necessary.

The Committee will evaluate all submittals received and:

1. Prepare an alphabetical listing of those proposers determined to be interested and available. Evaluate the submittals meeting minimum submission criteria based upon qualifications and conduct discussions with those firms deemed to be the most highly qualified to provide the services required. Ranking of the best qualified firms will be based on the following considerations:
 - a. Board Certified in a medical specialty: Emergency Medicine, Internal Medicine, Anesthesiology, Family practice, Surgical Specialty. Up to **25 points**
 - b. Experience in pre-hospital care and EMS Medical Direction in Florida. Up to **25 points**
 - c. Experience in the development and implementation of EMS Clinical Quality Improvement Programs. Up to **25 points**
 - d. Experience in review, development and implementation of Emergency Medical Dispatch Procedures. Up to **25 points**
2. Review of all submittals received will proceed as follows:
 - a. The Selection Committee will review all written documents submitted.
 - b. The committee may request oral presentations and/or hold discussions from the consultants after establishing the recommended priority or short list, if necessary.
 - c. The committee’s ranking of prospective consultants shall be based on the specific criteria listed above and found within the ranking sheet, as well as the overall adherence to the Request for Qualifications.
3. Presentation, if needed or requested by the County, of the highest-ranking consultant(s) will be made to the Okaloosa County Board of County Commissioners in accordance with the Standing Review and Selection Committee and the Purchasing Department’s policy related to the acquisition of services.
4. At such time when an approval is granted by the Okaloosa County Board of Commissioners notification will be provided to each consultant in accordance with the County’s Purchasing Department policy.
5. Direct one-on-one contact with the Committee members, County Commissioners, the County Administrator, or County Employees with the exception of the Purchasing Manager or their appointed representative is prohibited (exception: if the contact pertains to a specific existing Contract/Task Order) during the procurement period as further detailed in the Certificate regarding the Cone of Silence in accordance with section 29 of the Okaloosa County Purchasing Manual. Any questions during this period should ONLY be directed to the Purchasing Manager or their appointed representative. Failure of a bidder to adhere to the County’s Cone of Silence may result in disqualification of the bidder’s submittal.

The content of the RFQ of the successful consultant(s) will become a basis for contractual negotiations. If an agreement cannot be reached on the details within the initial scope and services requirement fees/rate schedule, the

Selection Committee may select an alternate consultant including, but not limited to, engaging the consultant with the next highest scoring proposal in order to come to a satisfactory agreement for requested services.

The selected consultant(s) shall be required to assume responsibility for all services offered in their RFQ. The selected consultant(s) will be the sole point of contact concerning contractual matters including payments of any charges resulting from the contract.

TIMELINE GOALS - all timelines are tentative

Issue RFQ:	Date: April 19, 2021
Last Day for Questions:	Date: May 07, 2021, 3:00 p.m.
Issue Addendum (if necessary):	Date: May 12, 2021 3:00 p.m.
Proposal Response Due:	Date: May 19, 2021 3:00 p.m.
Committee Review:	Date: Week of June 08, 2021
Oral Presentations*if needed:	Date: Week of June 14, 2021
Intent to Award:	Date: June 18, 2021
Negotiations:	Date: Week of June 21, 2021
Contract Approval:	Date: Week of June 28, 2021

GENERAL CONDITIONS

1. PRE-QUALIFICATION ACTIVITY -

Addendum - 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: jdarr@myokaloosa.com
Phone: (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: <https://www.bidnetdirect.com/florida> to access the Okaloosa County Web Site go to: <http://www.myokaloosa.com/purchasing/current-solicitations>.
https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=2442519

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.
- 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 should 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 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, Florida is “not a next day guaranteed delivery location” by delivery services.

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, if any.

6. QUALIFICATIONS DOCUMENTS TO REMAIN SUBJECT TO ACCEPTANCE – All qualifications documents will remain subject to acceptance or rejection for ninety (90) 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, if required prior to the end of this period.

7. 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.

8. 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.

9. 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 any contract the same as though they were written in full therein.

10. 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 herein for articles delivered and accepted. Invoices must show Contract #.

11. 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.

12. 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.

13. 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.

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

14. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
15. **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.
16. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071(1)(b)2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
17. **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 being removed from the Active Contractors List or termination of any contract resulting from this solicitation.
18. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

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

19. **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 any contract resulting from this solicitation 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 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.

20. **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.
21. **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 any contract resulting from this solicitation from the date of the contract through three (3) years after the expiration of contract.
22. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will 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.
23. **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.
24. **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 terms under which respondent was placed on the Active Contractors List . 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 subject contract and removal of the respondent from the Active Contractors list. 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.
25. **IDENTICAL TIE PROPOSAL** - In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.
26. **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 from the date of advertisement until award of contract.

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.

27. **DRUG-FREE WORKPLACE** -Qualifications will only be received from respondents who can certify to having a drug-free workplace program. To have a Drug-Free Workplace program, a business shall, at a minimum, meet the requirements of Florida Statutes, Section 287.087. Respondents shall utilize **DRUG-FREE WORKPLACE PROGRAM CERTIFICATION FORM** provided to make this certification.
28. **INDEMNIFICATION & HOLD HARMLESS** -CONSULTANT shall indemnify and hold harmless 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 CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement. Respondent shall acknowledge and agree to the Indemnification and Hold Harmless clause.
29. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)** - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall disclose lobbying activity using the **CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES** Form provided.
30. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12698)**-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. Respondents shall utilize **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS** form provided to make this certification.
31. **MANDATORY DISCLOSURES**- The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
32. **CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA** - Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>.

33. 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. Cone of Silence
- E. Indemnification and Hold Harmless
- F. Addendum Acknowledgement
- G. Company Data
- H. System for Award Management
- I. List of References
- J. Certification Regarding Lobbying
- K. Sworn Statement – Public Entity Crimes
- L. Governmental Debarment & Suspension
- M. Vendors on Scrutinized Companies list
- N. Tax Delinquency and Felony Convictions
- O. Certificate of Good Standing -See # 32

Todd D Bell MD
275 Tequesta Drive
Destin, FL 32541
512-568-2955
drtdbell@gmail.com

14 May 2021

Okaloosa Purchasing Department
ATN: EMS Director RFQ
5479A Old Bethel Road
Crestview, FL 32526

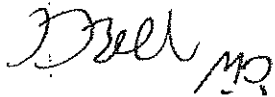
Thank you for your consideration of my application for Okaloosa County EMS co director. I am an ABEM board-certified emergency physician with 20yr experience in both civilian and military emergency medicine systems. I obtained my bachelor of science in genetics at Texas A&M University in 1991. I attended medical school at Baylor College of Medicine in Houston Texas from 1991-1995. Subsequently, I underwent training in pediatrics and emergency medicine with the military and at Vanderbilt University Medical Center. I currently hold unrestricted licenses and DEA certificates in the states of Texas and Florida. I currently serve as the medical director for the emergency department at Fort Walton Beach Medical Center, Destin free-standing emergency department and Navarre free standing emergency department. I work daily with crews from Okaloosa County EMS in my clinical practice.

As per my CV, I have served as a general emergency physician and director at multiple sites over 20 years. I have been in my current position as medical director of the Fort Walton Beach Medical Center Emergency Department for over 2 years. I currently manage in excess of 45 physicians and advanced practice providers on a daily basis at this level 2 trauma center. My family and I have become part of the Okaloosa County community. It is my desire to extend my community service to a broader scale to include potential EMS clinical education, clinical leadership and clinical review.

I have performed multiple combat deployments including forays into Afghanistan and Kosovo. My experience with these deployments is somewhat unique in that my service was not clinic or hospital-based. I was assigned to line combat Marine Corps units. My primary duties included real-time management and education for our reconnaissance and special operations corpsmen as well as front line point of injury combat support. My duties mainly encompassed evacuation and care of injured allied combatants and civilians from the battlefield.

My civilian clinical and administrative experience ranges from relatively small rural facilities to larger level 2 trauma systems. I have worked with both small and larger EMS systems. During my time with the National Security Personnel Service, I served as the associate Army EMS director for Fort Hood Texas. Subsequently, I have worked with education and training for the College Station Fire Department in College Station Texas. During my time in central Texas, I provided monthly education/ EMS Breakfast programs to all local EMS services via my position as medical director at College Station Medical Center

I would like to extend my clinical and administrative practice to serve the people of Okaloosa County. Please do not hesitate to contact me for any questions or concerns.

A handwritten signature in black ink that reads "Bell MD". The signature is written in a cursive style, with the first name "Bell" being more prominent and the "MD" following it.

Todd D Bell MD

TODD DWAYNE BELL MD

275 Tequesta Drive
Destin, Florida 32541
(512) 568-2955
drtdbell@gmail.com

EDUCATION:

- June 2000-May 2003: Vanderbilt University Medical Center, Nashville, Tennessee
Emergency Medicine Residency
- July 1996-Feb 1997: Naval Operational and Aviation Medical Institute,
Naval Air Station, Pensacola Florida
US Navy Flight Surgeon Training
- June 1995-May 1996: Naval Medical Center, San Diego California
Pediatrics Internship
- June 1991-May 1995 Baylor College of Medicine, Houston, Texas
Doctor of Medicine
- Aug 1987-May 1991 Texas A&M University, College Station, Texas
Bachelor of Science: Genetics-Summa Cum Laude

PROFESSIONAL HISTORY:

- Dec 2018-Present: Ft Walton Beach Medical Center Department of Emergency of
Medicine

I currently serve as the Medical Director of FWBMC Emergency Department as well as Destin and Navarre free standing emergency departments. I remain in clinical practice and see patients 90-100 hours per month. I actively manage the staffing of 58 physicians and advance practice professionals over the three sites. I serve on the facilities Medical Executive Committee, Peer review Committee, Trauma Committee and Quality Improvement office. I regularly liaison with the ED medical directors at Twin Cities,

North Okaloosa Medical Center and Sacred Heart to better deliver emergency care to the citizens of Okaloosa County.

Jan 2015-Dec 2018 College Station Medical Center; Department of Emergency Medicine

I served as the medical director for this Level 3 trauma center with a volume of 22,000/year. Acuity is moderate with an admission rate of 15% and pace of 1.9 pts per hour. I direct the trauma, cardiac and sepsis services as well as teach as an Assistant Professor for the Department of Medicine at Texas A&M University Medical School. I arrange and executed the facilities monthly EMS education Breakfasts.

Nov 2013-Jan 2014 Hill Country Memorial, Fredericksburg TX

I served as the medical director for this rural facility under the auspices of Capitol Emergency Physicians (CEA also staffs all St David's Facilities in Austin). This facility sees 12,000 patients per year with an admission rate of 13%. I was tasked with the hiring, chart review and administrative tasks essential to the efficient functioning of this emergency department. Since my acceptance of this position, Patient satisfaction scores have exceeded 90%. I was active on the provision of care committee, credentials committee and work closely with my nursing counterpart to improve the timeliness and quality of care in our department

Sept 2011-Dec 2018 Assistant Professor, Texas A&M College of Medicine, Department of Internal Medicine.

I remain on active clinical staff with Texas A&M College of Medicine through the Round Rock Campus. I routinely proctor 3rd and 4th year medical students rotating through our departments at Round Rock, College Station, Georgetown and Fredericksburg. I lecture once per quarter on various EM topics.

Sept 2011-Jan 2015 St David's Round Rock Medical Center, St David's Georgetown Department of Emergency Medicine and Trauma

I served as a full time emergency physician in this busy Level 2 trauma center. This facility has a high acuity with 40,000 patients per year, 2.5 PPH, frequent major trauma and a 20% admission rate.

Jul 2010 – Sept 2011

Carl R. Darnall Army Medical Center, Department of Emergency Medicine, Fort Hood Texas

I served as emergency department assistant operations director in this busy military facility. My responsibilities included direct patient care, resident supervision, medical student supervision, didactic teaching and administrative functions. As an Operations officer, I provided oversight and run review for Fort Hood EMS

Aug 2009- Jul2010

United States Marine Corps: 1st Marine Division

I was recalled to active duty to serve as Assistant Battalion Surgeon, 4th Light Armored Reconnaissance, 1st Marine Division in Southern Helmand Province Afghanistan. While forward deployed in austere environments, I was responsible for the training and supervision of 35 Fleet Marine Force/Special Operations corpsmen in addition to the initial combat triage and trauma care of 650 Marines and soldiers in support of Operation Enduring Freedom. During this time, I served alongside the Marines of Bravo Company, 4th LAR during active combat operations. I was awarded the Bronze Star and Naval Achievement Medal with "combat V" for meritorious combat action in Taghaz Afghanistan on 23 January 2010.

Oct 2008- Aug2009

Carl R. Darnall Army Medical Center, Fort Hood Texas
Department of Emergency Medicine

I served as a full time academic emergency physician (National Security Personnel System) in this busy military medical center. As a teaching facility with an active three-year Emergency Medicine residency program, I served as a member of the core faculty and actively participate in the education and professional guidance of residents, medical students and medics. I was responsible for quality improvement, ED process improvement, EMS process improvement, ORYX and Joint Commission compliance programs

Jan 2008- Aug2008:

Mission Doctor's Association, Los Angeles California
Karoli Lwanga Hospital, Nyakibale Uganda
United Nations

I served as a medical officer in Uganda. I took part in the development of an emergency department in the Rukungiri district of western Uganda in order to provide emergent and trauma care to those living in war torn southwestern Uganda, northern Rwanda and eastern Congo. At the time, this was one of only two emergency departments in the country of Uganda.

June 2003-Jan 2008: Athens Regional Medical Center, Athens Georgia
Georgia Emergency Medicine Specialist: Partner

I served as a full time emergency physician in this busy, public hospital. This facility has a very high acuity with 60,000 pts per year, 2.5 PPH, frequent major trauma and a 20% admission rate. During my tenure at ARMC, I served on the Emergency Care Committee and on the Board of Directors of Georgia Emergency Medicine Specialists

Feb 1996-May 2000 United States Navy/ United States Marine Corps
Flight Surgeon: Commander
Marine Corps Air Station, Beaufort, South Carolina
Marine Fighter Attack Squadron 115, 533
Marine Aircraft Group 31

During my active duty service in the armed forces, I was responsible for the general medical care of US Marines and aviators while in garrison and while deployed abroad. I deployed to Kosovo in support of combat operations in 1999. I was awarded the Naval Achievement Medal for the emergent evacuation of wounded civilians in our Area of Operations

CREDENTIALS:

Diplomate: American Board of Emergency Medicine
ATLS Instructor
ACLS Instructor
Pediatric Advanced Life Support
Neonatal Resuscitation Program
Advanced Wilderness Life Support
Licensure: Texas, Florida

MILITARY AWARDS:

Bronze Star: Combat 2011 Afghanistan;

Naval Achievement Medal: Combat 2010 Afghanistan

Nominated for Combat "V" for Valor , 28 Jan 2011

Afghanistan Campaign Medal

Presidential Unit Citation 2011 for Combat, Afghanistan

Global War on Terror Medal: 2010

NATO Service Medal: Kosovo 1999

Naval Achievement Medal: Kosovo 1999

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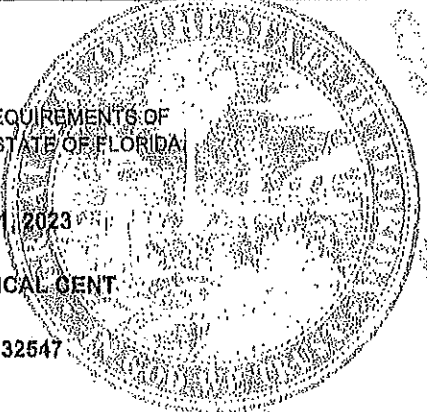
STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
02/19/2021	ME 138278	748834

THE MEDICAL DOCTOR

NAMED BELOW HAS MET ALL REQUIREMENTS OF THE LAWS AND RULES OF THE STATE OF FLORIDA

Expiration Date: **JANUARY 31, 2023**
TODD DWAYNE BELL
FORT WALTON BEACH MEDICAL CENT.
1000 MAR WALT DRIVE
FORT WALTON BEACH, FL - 32547



Ron DeSantis
GOVERNOR

Scott A. Rivkees, MD
State Surgeon General

DISPLAY IF REQUIRED BY LAW

AC# 10085085

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
02/19/2021	ME 138278	748834

THE MEDICAL DOCTOR

NAMED BELOW HAS MET ALL REQUIREMENTS OF THE LAWS AND RULES OF THE STATE OF FLORIDA

Expiration Date : **JANUARY 31, 2023**

TODD DWAYNE BELL

EXPIRATION DATE: **JANUARY 31, 2023**

Your license number is ME 138278. Please use it in all correspondence with your board/council. Each licensee is solely responsible for notifying the Department in writing of the licensee's current mailing address and practice location address. If you have not received your renewal notice 90 days prior to the expiration date shown on this license, please visit www.FLHealthSource.gov and click "Renew A License" to renew online.

The Medical Quality Assurance Online Services Portal gives you the ability to manage your license to perform address updates, name changes, request duplicate licenses and much more.

It's simple. Log onto your MQA Online Services account today at <http://flhealthsource.gov/>. Select the "Account Login" button to access your account. For changes to your name, address or to request duplicate licenses, choose your selection from the dropdown list under "Manage My License". Your profession will open for renewal 90 days prior to your expiration date. When the renewal cycle opens for your profession, the "Renew My License" header will automatically display on your license Dashboard.

IMPORTANT ANNOUNCEMENTS

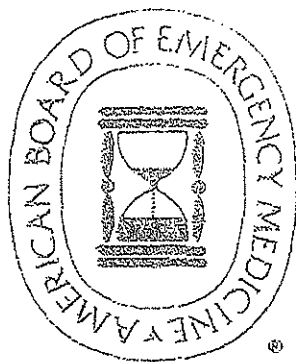
ARE YOU RENEWAL READY?

The Department of Health will now review your continuing education records at the time of license renewal.

To learn more, please visit www.FLHealthSource.gov/AYRR

GROUND FOR DISCIPLINE

You should be familiar with the Grounds for Discipline found in Section 466.072(1), Florida Statutes, and in the practice act for the profession in which you are licensed. Florida Statutes can be accessed at www.leg.state.fl.us/Statutes



American Board of
Emergency Medicine



American Board of Emergency Medicine

Established for the Certification of Emergency Physicians Hereby
Declares that

TODD DWAYNE BELL, M.D.

Has Successfully Fulfilled the Requirements of the Emergency Medicine
Continuous Certification Program and is Certified as a Diplomate of the
American Board of Emergency Medicine

January 1, 2015 – December 31, 2024

President *Francis L. ... MD*

Secretary *Michael ... MD*

Certification Number 34699

Bureau of Medicine and Surgery



Certificate of Internship

to

LT Todd D. Bell, MC, USNR

upon completion of Internship Training in

Pediatrics

from 01 July 1995

to 30 June 1996

SURGEON GENERAL

Naval Medical Center
San Diego, California

PROGRAM DIRECTOR

COMMANDING OFFICER

Certificate of Graduate Medical Education

Vanderbilt University Medical Center
Nashville, Tennessee

Be it known that

Todd Dwayne Bell, M.D.
has served as

Resident in Emergency Medicine
July 1, 2000 to June 30, 2003

Harry R. Jacobson M.D.

Vice-Chancellor for Health Affairs

N.R. Clancy

Executive Director, Vanderbilt University Hospital

Greg M. Slovis

Chair



Steven J. Zeff MD

Dean, School of Medicine

[Signature]

Associate Dean, Graduate Medical Education

Keith Warren MD

Program Director

Resolutor College of Medicine

in consideration of the satisfactory completion
of all requirements prescribed by the Faculty
hereby confers upon

Orlando Augustine Bell

the degree of

Doctor of Medicine

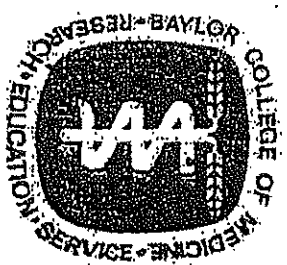
together with all the rights, privileges and responsibilities appertaining thereto.
The testimony is hereon, the corporate seal and the signatures are authorized by the

Board of Trustees are herewith affixed.

Witness at Houston, Texas

May 30, 1935

W. McCallum
Department of the Board of Trustees
Secretary



Walter T. Butler
President
Robert A. Byrd
Secretary
Paul J. Ferguson
Student Vice President and Chairman of Student Government

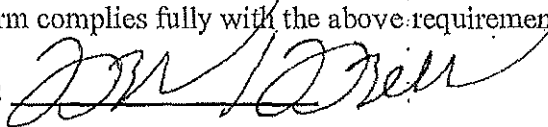
DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED PROPOSER 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 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: 4/29/2021

SIGNATURE: 

COMPANY: _____

NAME: TODD O BELL MD
(Typed or Printed)

ADDRESS: 275 TEQUESTA DR

TITLE: _____

DESTIN, FL 32541

E-MAIL: drtdbell@gmail.com

PHONE NO.: 512-568-2955

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES _____

NO TOD ✓

NAME(S)

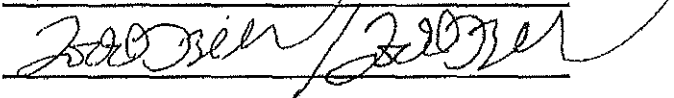
POSITION(S)

FIRM NAME:

BY (PRINTED):

TODD O BELL MD

BY (SIGNATURE):



TITLE:

ADDRESS:

275 TEQUESTA DR

DESTIN, FL 32541

PHONE NO:

512-568-2955

E-MAIL

drtdbell@gmail.com

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, Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation of such verification to the COUNTY upon request.

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

DATE: 4/27/2021

SIGNATURE: 

COMPANY: _____

NAME: TODD D BELL MD
(Typed or Printed)

ADDRESS: 275 Tequesta Dr

TITLE: Physician

Destin FL 32541

E-MAIL: drtdbell@gmail.com

PHONE NO.: 512-568-2955

CONE OF SILENCE CLAUSE

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

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

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 MUST 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.

I TODD D BELL MD representing SELP
Signature Company Name

On this 29th day of April 2021 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.

T Bell MD
T Bell MD
T Bell MD

INDEMNIFICATION AND HOLD HARMLESS

RESPONDENT shall indemnify and hold harmless 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.

TODD D. BELL MD

Proposer's Company Name

275 Tegvesta Dr, Destin FL 32541

Physical Address

275 TEGVESTA DR NW 11 11 11

Mailing Address

512-568-2955

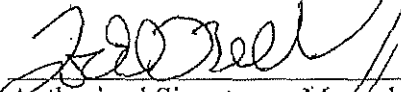
Phone Number

5416

Cellular Number

29 APR 2021

DATE


Authorized Signature - Manual


Authorized Signature - Typed

Title

FAX Number

After-Hours Number(s)

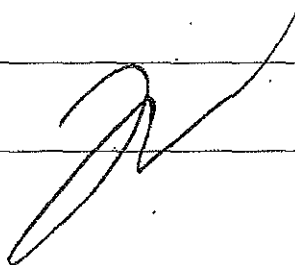
ADDENDUM ACKNOWLEDGEMENT
RFQ PS 37-21

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

ADDENDUM NO.

DATE

*NOT NEEDED
No Addendums*



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.



ADDENDUM 1

10 May 2021

RFQ PS 37-21

EMS Medical Director for Okaloosa County

This Addendum is hereby made a part of the Contract Documents and Specifications of the above referenced project. All other requirements of the original Contract Documents and Specifications shall remain effective in their respective order.

The purpose of Addendum No. 1 is to incorporate and provide the answers to contractor questions, referenced herein:

Question: In lieu of business credentials, registration and area of expertise can I submit a CV which has all requested information on it?

Answer: The respondent is required to submit copies of all of the documents listed within the solicitation. The respondent may send in a CV, however, copies of his or her Medical License, Certification Cards, and DEA must be submitted.

Question: Does the respondent have to be registered in System for Award Management (S.A.M. database) ?

Answer: The respondent should register with the System for Award Management as there is a potential for Federal Funds to be available for this requirement in the future. The registration process is free and the respondent can register here at: <https://www.acquisition.gov>

Note: The Proposal Opening Date & Time remains unchanged.

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

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

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

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

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

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

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

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

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

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

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

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

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

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

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

Offerors SAM information:

Entity Name: _____

Entity Address: _____

Duns Number: _____

CAGE Code: _____

COMPANY DATA

Respondent's Company Name:

TODD O BELL MD

Physical Address & Phone #:

275 TEQUESTA DRIVE

DESTIN, FL 32541

Contact Person (Typed-Printed):

TODD O BELL MD

Phone #:

Cell #:

512-568-2955

Email:

drtdbell@gmail.com

Federal ID or SS #:

455-59-8470

DUNNS/SAM #:

Respondent's License #:

ME138278

Fax #:

Emergency #'s After Hours,
Weekends & Holidays:

512-568-2955

LIST OF REFERENCES

1. Owner's Name & Address: RYAN KRECH MD

77 Cayman Cove

DESTIN, FL 32541

Contact Person: Ryan Krech MD

Telephone: (214) 797-5399

Email: rnk.md.jd@gmail.com

2. Owner's Name & Address:

Zach Wilson MD

1569 Hidden Lakes Ct, NICEVILLE FL 32578

Contact Person: Zach Wilson

Telephone: (304) 483-5566

Email: zwwilson84@gmail.com

3. Owner's Name & Address: POLLY DOLS MD

1000 Mar Walt Drive

Font Walton Beach FL

Contact Person: Polly Dols

Telephone: (703) 851-5315

Email: pollydols@yshoo.com

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

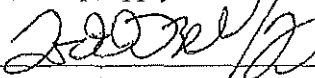
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

3. The undersigned shall require that the language of this certification be included in the award documents for all 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.

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

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



Signature of Respondent's Authorized Official

TODD O BEMMO

Name and Title of Respondent's Authorized Official

4-29-2021

Date

**SWORN STATEMENT UNDER SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted for TODD D BELL MO,

2. This sworn statement is submitted by TODD D BELL M.D.

Whose business address is: 275 TEQUESTA DRIVE; DESTIN FL 32541

and (if applicable) its Federal Employer Identification Number (FEIN) is .

(If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 455-59-8470

3. My name is TODD D BELL MO and my relationship to the entity named above is SELF

4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the

legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

TDS

Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: 30 April 2021 Signature: [Handwritten Signature]

STATE OF: Florida

COUNTY OF: Oklawaha

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 30th day of April, in the year 2021.

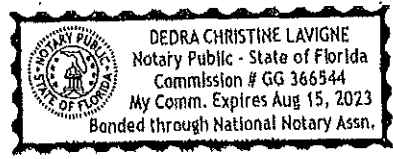
My commission expires: August 15, 2023

[Handwritten Signature]
Notary Public
Debra Christine Lavigne
Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification:

Type of ID

Government Debarment & Suspension



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

TODD D BELL

Printed Name and Title of Authorized Representative



Signature

5/10/2021

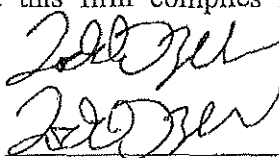
Date

VENDORS ON SCRUTINIZED COMPANIES LISTS

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

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

DATE: 29 APRIL 2021

SIGNATURE: 

COMPANY: TODD O BELL MD

NAME: TODD O BELL MD
(Typed or Printed)

ADDRESS: 275 TEQUESTO DRIVE
DESTIN, FL 32541

TITLE: _____

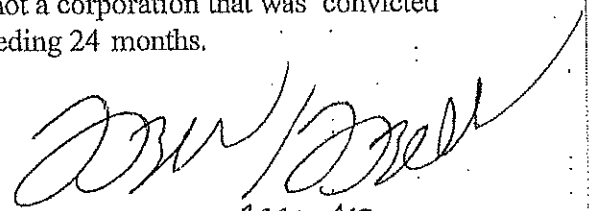
E-MAIL: dtobell@gmail.com

PHONE NO.: 572-568-2955

TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (☐) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

- 1) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.


TODD D BENSON

MEDICAL DIRECTOR FOR OKALOOSA COUNTY
RFQ: PS 37-21
RANKING SHEET

RANKING CRITERIA			
Qualifications	Respondent's Name		
Licensed Florida Physician (M.D. or D.O) (Yes/No)			
Currently practicing as an Emergency Department Physician. (Yes/No)			
Currently Practicing as a Board Certified Emergency Physician. (Yes/No)			
Board Certified in a medical specialty: Emergency Medicine, Internal Medicine, Anesthesiology, Family Practice, Surgical Specialty. (0-25)			
Experience in pre-hospital care and EMS Medical Direction in Florida. (0-25)			
Experience in the development and implementation of EMS Clinical Quality Improvement Programs. (0-25)			
Experience in review, development, and implementation of Emergency Medical Dispatch Procedures. (0-25)			
TOTAL POSSIBLE – 100 PTS			

COMMITTEE MEMBER: _____

DATE: _____

SIGNATURE: _____

Exhibit "B"
Standard Contract Clauses

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

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

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited

English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

E-VERIFY

Enrollment and verification requirements.

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

- i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - i. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
 - a. Enrollment in the E-Verify program; or
 - b. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
 - a. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
 - b. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

- c. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- d. Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-
 - i. Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - ii. Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - iii. Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts.

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

(1) Is for-

- a. 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 contractor, and are normally provided for that COTS item); or
- b. Construction;

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

(3) Includes work performed in the United States.