

**South Walton Fire District  
Request for Proposals for Employee Wellness Program**

**RFP No. 2025-002**

**May 5<sup>th</sup> , 2025**

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## Section 1 Overview

### 1.1 Project Description

The South Walton Fire District (District) seeks proposals from qualified firms to develop and provide an employee wellness program. The District has approximately 200 employees that will be eligible to participate in this program. The goal of the program is to provide focused training on athletic performance and injury prevention along with physical therapy services for acute and chronic employee injuries.

A draft Scope of Work is contained in Exhibit 1 of the Agreement for Services included in **Attachment C** to this solicitation (the "Project").

By submitting a response, respondents represent that they have carefully read the terms and conditions of this solicitation and all attachments and Addenda and agree to be bound by them. This Request for Proposals ("RFP") is not an offer to enter into a contract, but merely a solicitation to interested respondents.

### 1.2 District Background

The South Walton Fire District ("District") was created by the Walton County Board of Commissioners on in 1983. The District is an independent special fire control district operating and existing under chapters 189 and 191, Florida Statutes and its Charter codified in Chapter 2000-491, Laws of Florida and amended by Chapter 2007-316, Laws of Florida. The District is funded by ad valorem taxes and other sources such as impact fees and fees for services.

The District is responsible for the Fire Protection, Emergency Medical Services Transport, Beach Lifeguards, Hazardous Material Mitigation, 911 Emergency Communications and Public Education and Prevention activities for 84 square miles. This encompasses all properties from the Okaloosa County Line eastward to the Bay County Line and south of the Choctawhatchee Bay to the Gulf of Mexico. The District owns and operates 5 fire stations in strategic locations across the District. District headquarters are located at 911 N. County Highway 393, Santa Rosa Beach, FL 32459.

### 1.3 Solicitation Documents

A copy of the solicitation documents may be obtained at no charge either: 1) by visiting the District's website [WWW.SWFD.ORG](http://WWW.SWFD.ORG) under the tab "News and Notices," 2) by contacting Assistant Chief Brian Hughes at [bhughes@swfd.org](mailto:bhughes@swfd.org) or 3) by visiting [www.DemandStar.com](http://www.DemandStar.com). Obtaining the solicitation documents from any other source other than as stated above may result in obtaining incomplete and inaccurate information.

In these solicitation documents, the terms "solicitation" and "RFP" have the same meaning; The terms "proposal" and "response" have the same meaning; and the terms "District" and "Owner" have the same meaning.

The following attachments are included in this solicitation:

- A. Reference Form
- B. Public Entity Crimes Statement
- C. Agreement for Services including a draft Scope of Services and Insurance Requirements.

## 1.4 Questions and Communications

Respondents to this solicitation or persons acting on their behalf may not contact any District employee or Board member concerning any aspect of this solicitation, except in writing as provided below. Violation of this provision may be grounds for rejecting a response.

All questions concerning this solicitation must be submitted in writing via electronic mail [bhughes@swfd.org](mailto:bhughes@swfd.org) using **"RFP Question – Employee Wellness Program"** as the subject line. Questions must be submitted on or before the deadline listed below. The District will not answer questions submitted in any other manner or questions submitted after the deadline.

## 1.5 Deadlines

Deadlines for submitting questions and for submitting a response are provided in Section 1.6. If Respondent has questions or desires to propose a change to a term or condition of this solicitation or the contract included in this solicitation, Respondent must identify its request by submitting a question by email as instructed in Section 1.4. The District may not consider proposed changes to the contract after the question submittal deadline provided below and will only make changes to the contract if it determines that it is in the best interest of the District.

## 1.6 Addenda

The District will post answers to questions and any revisions to this solicitation as written addenda on the District's web site at [WWW.SWFD.ORG](http://WWW.SWFD.ORG). The District may issue Addenda on its own initiative or in response to questions to clarify, correct, supplement, or change the solicitation documents. Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the solicitation documents unless set forth in an Addendum that expressly modifies or supplements them. Respondents are responsible for reviewing the District's website to ensure they are aware of the latest Addenda, any changes to schedule, or other developments.

## 1.7 Procurement Schedule

The following is the District's schedule for this solicitation. The District may modify the scheduled dates if it determines that it is in the best interest of the District and if that occurs, the District will provide any changes by posting an Addendum. All times are local time.

<b>Event</b>	<b>Date</b>
Post RFP on website(s)	May 5 <sup>th</sup> , 2025
<b>Deadline to submit questions</b>	<b>May 19<sup>th</sup>, 2025, at 4:00 PM</b>
<b>Responses Due</b>	<b>May 23<sup>rd</sup>, 2025, at 4:00 PM</b>
Evaluation Committee Meeting	May 29 <sup>th</sup> , 2025, at 10:00 AM
Board meeting to consider committee recommendation	June 9 <sup>th</sup> , 2025

## 1.8 Pre-Submittal Meeting

A pre-submittal meeting will not be conducted for this solicitation.

## Section 2 Agreement for Services Including Insurance Requirements

The Agreement for Employee Wellness Services in **Attachment C** of this solicitation contains a draft Scope of Work and minimum insurance requirements that must be satisfied by the respondent. The response of the successful respondent will be incorporated into the Agreement with terms that are acceptable to the District in its sole discretion. After selecting a vendor, the District will work with the vendor to refine Exhibit 1 including the scope of work, timeline for implementation, and compensation. By submitting a response, the respondent agrees to all the terms and conditions of this solicitation and those included in **Attachment C**. The District will consider requested changes to **Attachment C** (except Exhibit 1) only if they are submitted according to the directions in Section 1.4 above. The District will not consider changes to the Agreement after the deadline for questions unless it determines that a change is in the best interest of the District.

## Section 3 Submittal Process

Respondents shall provide a single electronic file in searchable PDF format not to exceed 20 MB file size of the response via email to [bhughes@swfd.org](mailto:bhughes@swfd.org). All responses must be delivered by the deadline provided in the Procurement Schedule in Table 1 and must state **"Response to RFP for Employee Wellness Program"** as the subject line of the email. Alternatively, Responses may be delivered to the District Administrative Offices at 911 N. County Highway 393, Santa Rosa Beach, FL 32459 in an envelope or package that is sealed and clearly marked:

From: _____	Due Date: _____, 2025
(Name of Respondent)	Due Time: 4:00 p.m. local time
Address: _____	RFP #2025-02 _____
_____	
_____	

It is the Respondent's responsibility to confirm its submission has been received.

The District will not accept responses delivered other than as prescribed in this solicitation. If the response is delivered after the established deadline or is not submitted in the designated manner, it may be rejected as nonresponsive at the sole discretion of the District. The District reserves the right to reject all responses and not grant any award resulting from this solicitation. The District also reserves the right to waive nonmaterial irregularities and technicalities. If awarded, no contract will be formed between the Respondent and the District until a contract is executed by both parties.

As provided in subsection 119.071(1), Florida Statutes, sealed bids, proposals, or responses are exempt from public records disclosure until the District provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

The District will not be liable for any expenses incurred in connection with the preparation of a response to this solicitation.

## Section 4 Response Contents

The response must be no more than 20 one-sided pages for all requested information excluding any section dividers plus no more than 2 pages for the transmittal letter excluding the attachment addressing legal matters. All pages must be standardized 8 ½ x 11 inches in size, margins not less than 1-inch, standard black text (except for graphics and pictures), and minimum 11-point font size for text. The document must be formatted to allow double-sided printing.

### 4.1 Tab 1 - Transmittal Letter, Firm Profile, and Legal Matters

Respondents must submit a transmittal letter on the respondent's letterhead. The letter is limited to 2 pages, with at least 1-inch margins and 11-point font. There is no page limit for the attachment concerning legal matters. It must be signed by a representative of the respondent's team who is authorized to commit the respondent to the obligations contained in the response. The transmittal letter must include the name, address, phone number, and email address for the respondent contact and must specify the respondent's signatory to any contract documents executed with the District. The letter may contain a very brief summary of the respondent's capabilities provided in the response.

The letter must provide a complete description of the firm including the following information:

- **General**  
Provide general information about the respondent, such as lines of business and service offerings, office locations, number of employees (professional and non-professional), years in business, and a statement that the respondent has the professional licenses required to perform the requested services.
- **Legal structure**  
Identify whether the respondent is organized as a corporation, limited-liability company (LLC), general partnership, joint venture, limited partnership, or other form of legal entity. As applicable, identify any persons (*e.g.*, shareholders, members, partners, and the like) who hold an interest of five percent or more.

**The transmittal letter must contain the following statement with a list of each numbered addendum and the date it was issued.**

Addendum Acknowledgement

I acknowledge obtaining all addenda to this solicitation by completing the blanks below. Failure to acknowledge all addenda may be cause for rejection of the response.

Addendum No. \_\_\_\_\_

Date Issued: \_\_\_\_\_

Addendum No. \_\_\_\_\_

Date Issued: \_\_\_\_\_

Addendum No. \_\_\_\_\_

Date Issued: \_\_\_\_\_

## Attachment addressing Legal Matters

The letter must contain an attachment providing the following additional information pertaining to factors or events that have the potential to adversely impact the respondent's ability to perform its contractual commitments.

- **Material adverse changes in financial position.** Are there any material historical, existing, or anticipated changes in financial position, including mergers, acquisitions, takeovers, joint ventures, bankruptcies, divestitures, or any material changes in the mode of conducting business? If so, list and describe.
- **Legal proceedings and judgments.** List and briefly describe any pending or past (within five years) legal proceedings and judgments concerning performance of the respondent's services, and any contingent liability that could adversely affect the financial position or ability to perform contractual commitments to the District. If no such proceedings or judgments are listed, provide a sworn statement to that effect from a principal of the firm or the firm's attorney.
- **Completion of contracts.** Has the respondent failed to complete any contract, or has any contract been terminated due to alleged poor performance or default within the past five years? If so, describe the circumstances.
- **Violation of laws.** Has the respondent been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation, or court order concerning antitrust, public contracting, employment discrimination or prevailing wages within the past five years? If so, describe the circumstances.
- **Debarred from bidding.** Has the respondent been debarred within the past five years, or is it under consideration for debarment, from bidding on public contracts by the federal government or by any state? If so, describe the circumstances.

If any of the above questions are answered in the affirmative, the respondent must: (1) describe in detail the unfavorable factor or event; and (2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the respondent's ability to perform its contractual commitments.

The respondent must notify the District of any changes should they occur after submission of the response and before the selection process is completed (and, in the case of the selected respondent, before executing a contract).

## 4.2 Tab 2 - Minimum Requirements and Forms

Respondent must demonstrate that it meets the minimum qualifications required for this solicitation by providing the following documents listed below. Some of the documents are provided as forms attached to this solicitation. No points will be awarded for this part. However, failure to complete and submit any of the required information may cause a respondent to be declared non-responsive and may not be scored.

- a. Transmittal letter with all required information and acknowledgement of all addenda.
- b. Evidence that the respondent is authorized to do business in the state of Florida by providing a copy of the respondent's registration with the Florida Department of State, Division of Corporations showing that the status of the business is active.
- c. A properly completed Public Entity Crimes Statement provided as **Attachment B**.
- d. Letters or Certificates of Insurance demonstrating that respondent has the insurance required under the contract provided as **Attachment C**.

- e. At least 3 client references using the form provided as **Attachment A** for projects meeting the requirements of this solicitation. Respondent must submit the reference forms under **Tab 5** of its response.

### **4.3 Tab 3 – Firm Qualifications**

Describe the professional services that will be provided to the District to satisfy the requirements of this solicitation. This part should address the firm’s experience and qualifications concerning implementation of wellness programs for fire, police, military or other governmental entities, including the following:

- Describe respondents’ knowledge and experience with the professional services required for the Project, including physical therapy services, performance based athletic training, employee wellness programs and providing other related professional services as needed.
- Describe respondent’s knowledge and experience with Federal, State, and local regulations which may be applicable to the Project.
- Describe respondent’s ability and willingness to perform routine recurring coordination with the Fire Chief, or his designee, in order to ensure that the Project’s implementation is consistent with the District’s needs.
- Describe respondent’s ability and willingness to provide periodic reports to the Board of Commissioners and other appropriate District staff on the status and progress of the Project.

### **4.4 Tab 4 – Qualifications of Project Manager and Key Personnel**

#### ***Organization Chart***

Provide an organizational chart that indicates who will have primary responsibility for the District’s contract (Key Personnel) and provide a resume for each one of the key personnel. For future Key Personnel, outline the qualifications required and experience sought to be considered for participation in the Project.

#### ***Key Personnel***

- Identify all Key Personnel and describe their specific responsibilities throughout the Project.
- Provide resumes for all Key Personnel. Resumes must be limited to two pages per individual and must include:
  - Professional qualifications and licenses or registrations held (as applicable)
  - Experience as it relates to the Project and to the individual’s specified role on the Project
  - Job title
  - Area(s) of Expertise
  - Office Location
- Respondent’s Key Personnel must have a Physical Therapist license from the State of Florida. All license information must be active and appear on the State of Florida Department of Business and Professional Regulation website for verification.



- Describe how the Project Manager will ensure ongoing integration of respondent's personnel with District.
- Describe how the Key Personnel's qualifications and experience will benefit the District based on the respondent's Project approach.

#### **4.5 Tab 5 – Reference Projects**

The respondent must submit descriptions of three reference projects similar in size and scope to this Project undertaken during the last 7 years using the reference form provided in **Attachment A**.

Respondent shall describe the performance history and experience of Key Personnel on similar projects. Discuss the respondent's history of collaboration both internally among team members and with the employer on the reference projects and how it contributed to the project's success.

#### **4.6 Tab 6 – Project Approach**

Describe respondent's approach for managing and performing the services. The project approach must address how the project will be organized, the services that would be recommended for the Project, and the approach to collaborating with the District. Provide additional information that adds value to the District and benefits project delivery. Specifically address the following:

- Demonstrate the respondent's understanding of the Project objectives by describing your approach to this Project's technical requirements and associate your approach to previous experience implementing similar approaches.
- Define key issues and challenges critical to the Project's success and your approach to managing these elements and mitigating risks for project success.
- Identify innovative or alternative concepts that may enhance the ability to meet Project objectives.
- Describe respondents' approach to reviewing project costs to support the District's budget goals.
- Describe the respondent's approach to maintaining daily operations and coordinating with SWFD management.
- Provide a typical task list and implementation schedule for providing the services for this Project.
- Describe the current projected workload of the firm and the Key Personnel. Describe how respondent intends to ensure proper and timely attention to the District's Project.

#### **4.7 Tab 7 – Cost**

Provide a proposed cost for the Project. Cost estimates should be categorized as personnel cost, equipment cost, and disposable supply cost.

## Section 5 Evaluation and Selection Process

The District’s Evaluation Committee (“Committee”) will review the responses for compliance with the requirements of this solicitation and provide an evaluation of all responsive respondents. The Committee’s evaluation of respondents will be based on the experience, expertise, and approach provided by the respondent in the submitted response according to the criteria provided below.

### 5.1 Review of Responses

**Responsiveness Review:** The District will only evaluate responses from responsive and responsible respondents. The District will review each response to determine whether it complies with the requirements provided in this solicitation, is timely submitted, and has the required signatures on each document as applicable. Failure to comply with these requirements may result in the District determining that the response is non-responsive.

**Responsibility Review including Past Performance:** The District will review the response to determine if the respondent is capable of performing the work. The District may review respondent’s past performance and prior dealings (i.e., failure to meet specifications, poor workmanship, late delivery, etc.). Poor or unacceptable past performance may result in respondent’s disqualification as non-responsible.

The respondent must notify the District of any changes should they occur after submission of the response and before the selection process is completed (and, in the case of the selected Respondent, before executing the Agreement).

Respondents must not provide costs or billing rates with their response. Fees and billing rates will be negotiated after a Respondent is selected as provided in Subsections 287.055(4) and (5), Florida Statutes.

### 5.2 Evaluation Criteria

The maximum score for this solicitation is 100. The District will consider the following criteria in alignment with the Response Contents set forth in section 4.

Criteria	Maximum Points
Firm Qualifications	20
Qualifications of Key Personnel	20
Reference Projects	20
Project Approach	30
Price	10
<b>TOTAL</b>	<b>100</b>

### 5.3 Selection Process

**Preliminary Scoring.** In preparation for the Evaluation Committee meeting, each Committee member will individually review and prepare a preliminary score for each responsive and responsible response according to the evaluation criteria.

**Evaluation Committee Meeting, Interviews, and Ranking.** The Committee will hold a public meeting where it will conduct interviews, have a discussion in public, provide final scores, and rank the respondents. As provided in section 286.0113, Florida Statutes, the interviews will be exempt from public meeting requirements but will be recorded. The recording will remain exempt until the District provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever occurs earlier. Following the interviews, the Committee will reconvene the public meeting to discuss and score the firms considering their preliminary scores and the discussion that occurred during the interviews. The District will then compile the scores of the committee members to develop a list of ranked firms. No comments will be accepted from the public during this meeting. The District will post the list of firms in ranked order on its website. The District will conclude the public meeting following the final ranking.

**Contract Formation.** The District will then negotiate an Agreement with the top-ranked firm. If the District is unable to negotiate a satisfactory contract with the top-ranked firm, the District will terminate negotiations with that firm and will then undertake negotiations with the second-ranked firm. The District will continue negotiations following the process described in section 287.055(5), Florida Statutes until an agreement is reached.

## **Section 6 Conditions for Respondents**

### **6.1 Rights of the District**

In connection with this procurement process, including the receipt and evaluation of responses and award of a contract, the District reserves to itself (at its sole discretion) all rights available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

- Cancel, withdraw, postpone, or extend this solicitation, in whole or in part, at any time prior to the execution of the contract, without incurring any obligations or liabilities.
- Modify the procurement schedule.
- Waive deficiencies, informalities, and irregularities in a response and accept and review a nonconforming response.
- Suspend and terminate the procurement process or terminate evaluations of responses received.
- Permit corrections to data submitted with any response.
- Hold meetings and interviews, and conduct discussions and correspondence with respondents to seek an improved understanding of any information contained in a response.
- Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the responses.
- Seek clarification from any Respondent to fully understand information provided in the response and to help evaluate and rank the Respondents.
- Reject a response containing exceptions, additions, qualifications, or conditions not called for in the solicitation or otherwise not acceptable to the District.
- Conduct an independent investigation of any information, including prior experience, included in a response by contacting references, accessing public information, contacting independent parties, or any other means.
- Request additional information from a Respondent during the evaluation of its response.

### **6.2 Notice of Decision and Protest Process**

Failure to file a protest within the time prescribed below, or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of the right to a proceeding.

#### **6.2.1 Notice of Decision**

The Notice of all District decisions concerning a competitive solicitation or award will be posted on the District's website at [WWW.SWFD.ORG](http://WWW.SWFD.ORG) under "News and Notices" and also at the Fire District's Administrative Offices at 911 N. County Highway 393 Santa Rosa Beach,

FL 32459.

### **6.2.2 Notice of Protest and Formal Written Protest**

By submitting a response to this solicitation, respondents agree to the process for filing a protest set forth in these instructions. No time will be added to the time limits provided below for service by mail.

#### *a. Protest of terms, conditions or specifications of a solicitation*

With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed.

#### *b. Protest of the District's decision or intended decision*

Any person who is adversely affected by the District's decision or intended decision shall file with the District a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within 10 days after the date the notice of protest is filed.

### **6.2.3 Contents of Formal Written Protest**

The formal written protest must be printed or typewritten, and must contain:

- 1) The name and address of the person or firm filing the protest and an explanation of how the person or firm is adversely affected;
- 2) A statement of how and when the competitive solicitation, or notice of District decision or intended decision was received;
- 3) A statement of all disputed issues of material fact, and if there are none, a statement so indicating;
- 4) A concise statement of the ultimate facts alleged, as well as the rules or statutes which entitle the protestor to relief;
- 5) A demand for relief; and
- 6) Any other information material to the protest.

### **6.2.4 Filing**

All notice of protests and formal written protests shall be filed with the Records Management Liaison Officer at the Fire District's Administrative Offices located at 911 N. County Highway 393 Santa Rosa Beach, FL 32459 Monday through Friday, during normal business hours, excluding holidays. Filings may be submitted via hand delivery, U.S. Mail, or other delivery/courier service. Filings will not be accepted via email. A notice of protest or formal written protest is not timely filed unless received by the District within the prescribed time limit. Failure to file a notice of protest, if required, or a formal written protest within the time prescribed in these instructions shall constitute a waiver of all

claims.

### **6.2.5 Protest Bond**

Any person who files an action protesting a decision or intended decision of the District, shall at the time of filing the formal written protest provide a bond payable to the District, in an amount equal to 1% of the total base bid plus any alternate bids, or \$10,000, whichever is less. Failure to post the bond at the time of filing the written protest will constitute a waiver of a person's right to challenge the District's action.

### **6.2.6 Stay of Procurement**

Upon receipt of a formal written protest that has been timely filed, the bid solicitation or contract award process shall be stayed until the subject of the protest is resolved by final action by the Board of Commissioners, unless the Fire Chief, with the concurrence of the Board, sets forth in writing particular facts and circumstances that require the continuation of the contract solicitation process through award without delay in order to avoid an immediate and serious threat or loss to the public health, safety, property, or welfare. The District will provide notice that a contract solicitation has been stayed either electronic mail or U.S. mail to all respondents.

### **6.2.7 Resolution of Formal Written Protest**

The Fire Chief, or his or her designee, shall consider and investigate all written protests in a timely manner. The District will provide an opportunity for the protestor to meet with the Fire Chief, or his or her designee, to resolve the protest by mutual agreement within seven (7) days, excluding Saturday, Sunday, and holidays, of receipt of a formal written protest. The District may grant extensions of time to conduct this meeting for good cause shown.

If the subject of a protest is not resolved pursuant to this meeting, the Fire Chief shall state in writing that there was no resolution. The Fire Chief will make a recommendation to the Board of Commissioners, and the Board of Commissioners will then make a final decision to either uphold the recommendation, reject the recommendation, and send it back for further action, reject all proposals, or do something other than what the Fire Chief has recommended.

## **6.3 Florida Statutory Requirements**

1. Scrutinized Companies. By submitting a response to this solicitation, Respondent certifies that it is in compliance with Section 287.135, Florida Statutes. Respondent certifies that it is not on this list of Scrutinized Companies that Boycott Israel and is not engaged in a boycott of Israel. For contracts for goods or services of \$1 million or more, Respondent certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors created pursuant to section 215.473, Florida Statutes, and (2) it is not engaged in business operations in Cuba or Syria. Respondent acknowledges the remedies provided in Subsection 287.135(5), Florida Statutes against anyone found to have submitted a false certification including civil penalties.
2. Public Entity Crimes. Respondent understands the requirements of sections 287.132 and

287.133, Florida Statutes certifies that it is not on the convicted vendor list for public entity crimes maintained by the Florida Department of Management Services. Respondent certifies that it is in full compliance with sections 287.132 and 287.133, Florida Statutes and will notify the District if it becomes non-compliant. Respondent has provided a Public Entity Crimes statement with its response to this solicitation.

3. E-Verify. Section 448.095, Florida Statutes, requires that consultants, contractors, subconsultants, and subcontractors for a public agency must register with and use the E-Verify system to verify the work authorization status of all new employees. By submitting a response to this solicitation Respondent certifies that it does not employ, contract with, or subcontract with any unauthorized aliens, is in compliance with section 448.095, Florida Statutes, and if selected, will comply with the requirements in the contract concerning E-Verify.
4. Affidavit concerning Human Trafficking. By submitting a response to this solicitation, Respondent certifies that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes and if selected, respondent will submit an affidavit attesting to its compliance when it executes the contract with the District.
5. Responsible Vendor Determination. Respondent is hereby notified that Section 287.05701 Florida Statutes provides that the District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor and may not give preference to a vendor based on the vendor's social, political, or ideological interests.
6. Public Records. Once opened, all responses will become the property of the District and, at the sole discretion of the District, may not be returned to Respondent. Any information, reports, or other materials given to, prepared, or submitted in response to this solicitation will be subject to the provisions of the Public Records Act, Chapter 119, Florida Statutes. Any Respondent claiming that its response contains information that is exempt from Chapter 119, Florida Statutes, must clearly segregate and mark that specific information and provide the specific statutory citation for such exemption. Respondents are solely responsible for defending any claimed exemption from disclosure under Chapter 119, Florida Statutes. Subsection 119.071(1)(b), Florida Statutes, exempts sealed responses from inspection, examination, and duplication until such time as the District issues a notice of intended decision or within 30 days after opening the responses, whichever is earlier. This exemption is not waived by the public opening of the responses. **ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THIS SOLICITATION MAY BE DIRECTED TO THE DISTRICT'S PUBLIC RECORDS CUSTODIAN AT [RECORDS@SWFD.ORG](mailto:RECORDS@SWFD.ORG), OR BY MAIL AT THE FIRE DISTRICT'S ADMINISTRATIVE OFFICES LOCATED AT 911 N. COUNTY HIGHWAY 393 SANTA ROSA BEACH, FL 32459 OR BY PHONE AT 850-267-1298.**

## Attachment A – Reference Form

### REFERENCE FORM

Respondent's Name: \_\_\_\_\_

Reference Entity: \_\_\_\_\_

Reference Contact Person: \_\_\_\_\_

Reference Address: \_\_\_\_\_

Reference Email Address: \_\_\_\_\_

Reference Phone No.: \_\_\_\_\_

Reference Project Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

Respondent Project Manager: \_\_\_\_\_

Other Respondent staff who worked on this project:

\_\_\_\_\_

Project Budget: \_\_\_\_\_ Actual Cost: \_\_\_\_\_

Description of Work Performed:



## Attachment B – Public Entity Crimes Statement

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1) This sworn statement is submitted to SOUTH WALTON FIRE DISTRICT by

\_\_\_\_\_ (Print individual's name and title)

for \_\_\_\_\_ (Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).

- 2) 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 with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. 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 an 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Section 287.133(1)(a), Florida Statutes, means:
- a) A predecessor or successor of a person convicted of a public entity crime; OR
  - b) 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.
5. 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 let by a public entity, or which otherwise

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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.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

  Neither the entity submitting this sworn statement, nor any of its 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 a public entity crime subsequent to July 1, 1989.

  The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

  The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the Final Order.)**

I UNDERSTAND THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature) (Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_day of \_\_\_\_\_, 2023 by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ company organized under the laws of the State of \_\_\_\_\_, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Name (Printed)

My commission expires \_\_\_\_\_.

(Printed typed or stamped Commissioned  
name of Notary Public)

## **Attachment C – Agreement to Provide Employee Wellness Program**

### **Agreement to Provide Employee Wellness Program**

This Agreement to Provide Employee Wellness Program is made by and between South Walton Fire District, an independent special district of the State of Florida existing and operating under Chapters 189, and 191 Florida Statutes (the District), and [\_\_\_\_\_] (“Vendor”), a \_\_\_\_\_ [Florida?] \_\_\_\_\_ [corporation?] authorized to do business in the State of Florida.

#### **Background**

- A. The District desires to retain Vendor to design and implement an Employee Wellness Program as described in the Scope of Services attached as Exhibit 1 (“Project”).
- B. The District has selected Vendor in accordance with a competitive procurement process described in Request for Proposals No. \_\_\_\_\_ .
- C. Vendor desires to provide the services required by the District as hereinafter defined.

#### **Terms and Conditions**

- 1. Background and Exhibits.** The background provided above and the following exhibits which are attached, are part of this Agreement. The Request for Proposals No. 2025-002 (the RFP) and the Vendor’s response to it on file with the District are also part of this Agreement.

- Exhibit 1 – Scope of Services, Compensation, and Implementation Timeline
- Exhibit 2 – E-Verify Affidavit
- Exhibit 3 – Affidavit concerning Human Trafficking
- Exhibit 4 – Affidavit of Compliance with Section 287.138, Florida Statutes
- Exhibit 5 – Insurance Requirements

- 2. Definitions.** The following terms as used in this Agreement shall have the following meanings:

- 2.1.** Agreement – This written document, as it may be amended from time to time.
- 2.2.** Law – All laws, statutes, rules, regulations, ordinances, codes, and/or orders applicable to the Services.

- 2.3.** Project – The project described in the **Exhibit 1**.
  - 2.4.** Services – The services described in **Exhibit 1**, as well as all obligations, duties and responsibilities required of Vendor under this Agreement. The term “Services” also includes all Additional Services which are subsequently authorized in writing by the District.
  - 2.5.** Additional Services – As described in paragraph 10 of this Agreement, any services that are authorized by the District in a written amendment after this Agreement is executed.
  - 2.6.** Subconsultant – All contractors, subcontractors, consultants, subconsultants, suppliers, experts and other entities retained by Vendor to perform or provide any portion of the Services required hereunder.
3. **Effective Date and Term.** This Agreement will become effective on the last date all the parties have executed it, as demonstrated by the date under the signatures on the signature page and will remain effective for eight years unless it is sooner terminated in accordance with the procedures set forth herein.
  4. **Compensation.** For the timely and proper performance of the Services, the District will pay Vendor the compensation set forth in **Exhibit 1**. Vendor shall honor a claim for refund by the District if the reimbursement is more than the limits imposed in Section 112.061, Florida Statutes.  
.
  5. **Vendor’s Representations and Warranties.** **Vendor** represents and warrants to the District as follows:
    - 5.1. Conducting Business in Florida.** Vendor is duly authorized to conduct business in the State of Florida.
    - 5.2. Authority.** Vendor has the full power and authority to execute and deliver this Agreement and to incur and perform the obligations provided for herein, all of which have been duly authorized by all proper and necessary actions of the governing entity of Vendor.
    - 5.3. Accuracy of Response.** All the information provided by Vendor in response to the RFP was true and accurate when Vendor submitted it to the District and has not materially changed as of the Effective Date of this Agreement.
    - 5.4. Understanding of Agreement.** Vendor has familiarized itself with and understands this Agreement, the Project, the Services, the Law, the site, and

all local conditions that may affect Vendor's performance of this Agreement, including Vendor's compensation and the performance or furnishing of the Services.

- 5.5. Discrepancies.** Vendor has reviewed all available information and data shown or indicated in this Agreement and has given the District written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered and the District's written resolution thereof, if any, is acceptable to Vendor.
- 5.6. Expertise.** Vendor has special expertise in the type of services to be provided under this Agreement and Vendor acknowledges that such representations were a material inducement to the District to enter into this Agreement with Vendor.
- 5.7. Valid Agreement.** This Agreement is a valid, binding, and enforceable obligation of Vendor, and does not violate any law, rule, regulation, contract, or agreement otherwise enforceable by or against Vendor except as it may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the rights of creditors generally.
- 5.8. Scrutinized Companies.** Vendor certifies that it is in compliance with section 287.135, Florida Statutes, and agrees that the District may terminate this contract if Vendor is found to be out of compliance with it. Vendor certifies that it is not on this list of Scrutinized Companies that Boycott Israel and is not engaged in a boycott of Israel. For contracts for goods or services of \$1 million or more, Vendor also certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in Iran Terrorism Sectors created pursuant to section 215.473, Florida Statutes and (2) it is not engaged in business operations in Cuba or Syria. Vendor acknowledges the remedies provided in subsection 287.135(5), Florida Statutes, against anyone found to have submitted a false certification including civil penalties.
- 5.9. Public Entity Crimes.** Vendor understands the requirements of sections 287.132 and 287.133, Florida Statutes. Neither Vendor nor any of its affiliates are currently on the convicted vendor list for public entity crimes maintained by the Florida Department of Management Services and neither of them has been on the convicted vendor list within the past 36 months. Vendor is in full compliance with sections 287.132 and 287.133, Florida Statutes, will remain in compliance with them throughout the term of this Agreement, and will notify the District if it becomes non-compliant.
- 5.10. E-Verify.** Vendor is in compliance with section 448.095, Florida Statutes. As required by subsection 448.095(5)(a), Florida Statutes, Vendor has registered

with and uses the E-Verify System to verify the work authorization status of all newly hired employees and has provided an affidavit attached as **Exhibit 2**. As required by subsection 448.095(5)(b), F.S. Vendor shall require any subcontractors to provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of the contract.

**5.11. Affidavit concerning Human Trafficking.** Vendor has complied with section 787.06, Florida Statutes and has provided an affidavit attached as **Exhibit 3**.

**6. Vendor's Responsibilities.**

**6.1. Performance of Services.** Vendor shall perform the Services upon the terms and conditions set forth in this Agreement.

**6.2. Changes.** Vendor shall immediately notify the District if anything changes regarding Vendor's representations and warranties contained in this Agreement.

**6.3. Resources.** Vendor shall secure and maintain an adequate and competent staff of professionals and all facilities and equipment required to perform the Services.

**6.4. Key Personnel.** Vendor must not remove any key personnel or Subconsultants assigned to the Project without the prior written approval of the District. All key personnel shall be available to the Project on a full-time basis, except as otherwise expressly approved in writing by the District. Such key personnel are as follows:

\_\_\_\_\_  
\_\_\_\_\_

**6.5. Objectionable Employees.** If at any time during the term of this Agreement the District notifies Vendor in writing that any of Vendor's employees or the employees of any Subconsultant are objectionable to the District, Vendor shall remove or have the Subconsultant remove the objectionable employee from the Project and not reemploy the objectionable employee on any portion of the Services.

**6.6. Vendor's Representative.** Vendor shall designate in writing a single representative with the authority to transmit instructions, receive information,

interpret, and deliver Vendor's policy and decisions related to the Services and bind Vendor with respect to any matter arising out of or relating to this Agreement.

- 6.7. Status Reports and Inspections.** Vendor shall routinely and continuously advise the District of the status of the Project, and the Services of Vendor. Vendor shall maintain documents obtained or generated under this Agreement and make them available upon request by the District during the term of this Agreement and for three years after its termination. In addition to the documents and reports contemplated in **Exhibit 1**, Vendor shall, at no cost to the District, deliver to the District copies of all other Project documents and or reports under Vendor's possession or control that the District may request from time to time.
- 6.8. Laws.** Vendor shall secure all licenses or permits required by Law for the performance of the Services and shall comply with all Laws in effect at the time of the execution of this Agreement and the time of performance of the Services.
- 6.9. No Discrimination.** Vendor shall comply with Title VII of the Civil Rights Act of 1964, as amended, and the Florida Civil Rights Act of 1992. Vendor shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap, or marital status. Further, Vendor shall comply with all applicable rules, regulations or executive orders promulgated to give effect to the Civil Rights Act of 1964, as amended.
- 6.10. Notice of Claims.** Vendor shall immediately notify the District if it becomes aware of any circumstances which may reasonably give rise to any claim against the District for Services performed under or related to the Services performed under this Agreement.
- 6.11. No Conflicts of Interest.** Vendor will not contract for or accept employment for the performance of any work or services with an individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement.
- 6.12. Cooperation with Inspector General.** Contractor agrees to comply with Section 20.055(5), Florida Statutes and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
- 6.13. Vendors with access to personal identifying information.** Section 287.138, Florida Statutes requires that contractors which will have access to

an individual's personal identifying information, must provide the District with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the entity does not meet any of the criteria in section 287.138 (2)(a)-(c), Florida Statutes regarding a foreign country of concern. Contractor has provided the District with the required affidavit attached as **Exhibit 4**.

**6.14. Compliance with the District's requirements concerning workers compensation claims.** Vendor shall comply with the District's protocols concerning cases related to workers compensation claims.

## **6. District's Responsibilities.**

**6.1.Applications for Payment.** The District shall review and consider, in a reasonably prompt and thorough fashion, all applications for payments, reports, schedules, estimates, drawings, proposals or other documents presented to the District by Vendor and shall inform Vendor of the District's decisions or otherwise take appropriate action within a reasonable time to not unreasonably delay the Services of Vendor.

**6.2.District's Representative.** The District shall designate in writing a single representative with authority to transmit instructions, receive information and interpret and deliver the District's policy and decisions pertinent to the Services.

## **7. Termination of Agreement.**

**7.1. Termination for Convenience.** The District has the right to terminate this Agreement, in whole or in part without cause upon written notice to Vendor. In such event, Vendor's sole and exclusive recovery against the District will be limited to that portion of Vendor's compensation earned to the date of termination, together with any costs reasonably incurred by Vendor that are directly attributable to the termination. The Vendor shall not be entitled to any further recovery against the District, including, but not limited to, anticipated fees or profits on Services not required to be performed. The District in its sole discretion shall determine that portion of the compensation earned for any incomplete Services based upon the ratio of such part of the Services completed relative to the entire Services. Termination without cause shall be effective upon delivery of written notice to Vendor.

**7.2. Termination for Cause.** Vendor will be considered in material default of this Agreement and the District may terminate this Agreement, in whole or in part, for any of the following reasons: (a) failure to timely or properly perform the Services required hereunder or as directed by the District, or (b) the bankruptcy or insolvency or a general assignment for the benefit of creditors



by Vendor or by any of Vendor's principals, partners, officers or directors, or (c) failure to obey any Law, or (d) failure or refusal to allow public access to all public record documents or other materials made or received by Vendor in conjunction with this Agreement, unless exempt under Florida law, or (e) any other material breach of this Agreement. In any such event, the District may terminate this Agreement, in whole or in part, by giving Vendor written notice. In the event of any such termination for cause, the District is not obligated to make any further payments to Vendor hereunder until such time as the District has determined all costs, expenses, losses and damages which the District may have incurred as a result of such default by Vendor, whereupon the District shall be entitled to set off all costs, expenses, losses and damages so incurred by the District against any amounts due Vendor hereunder. Termination for cause will be effective upon 14 days written notice to Vendor.

**7.3. Delivery of material after termination.** Within 10 days after any termination of this Agreement, Vendor shall deliver to the District all papers, drawings, models, and other material prepared by and for Vendor with respect to the Project and Services.

## **8. Waiver.**

**8.1. Acceptance of Final Payment.** Vendor's acceptance of final payment constitutes a full waiver of all claims by Vendor against the District arising out of and relating to this Agreement or otherwise related to the Project, except those previously made in writing and identified by Vendor as unsettled at the time it submits its invoice for final payment. Neither the acceptance of the Services nor any payment by the District shall be deemed to be an acceptance of defective or incomplete Services or waiver of any of the District's rights against Vendor.

**8.2. Non-enforcement.** Non-enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

## **9. Additional Services.**

**9.1. Notice to District.** If Vendor is of the opinion that any services the District directs it to perform are beyond the Scope of the Services under this Agreement, Vendor shall, within seven business days of such direction, notify the District in writing of its opinion. The District shall, within 10 business days after receipt of such notification, determine whether such service is beyond the scope of this Agreement and constitutes Additional Services. If the

District determines that such service does constitute Additional Services, it will provide extra compensation to Vendor based upon the rates and terms provided in **Exhibit 1**.

- 9.2. Claims against the District.** In the event of claims by others against the District in connection with the Project or the Services, Vendor shall provide to the District such technical assistance that the District may request. Such assistance shall constitute Additional Services, unless such claims are caused by the failure of Vendor, its agents, employees or Subconsultants to comply with the terms and conditions of this Agreement or otherwise perform their duties under this Agreement.
- 9.3. Audit.** If the District requires Vendor to provide it with an audit of its Project costs, such audit will not be considered Additional Services.
- 10. Assignment and Subconsultants.** Vendor shall not sublet, assign, or transfer this Agreement or any Services without the prior written consent of the District, which consent may be withheld in the District's sole discretion. Vendor shall be solely responsible for the employment, direction, supervision, compensation, and control of any and all of its employees or agents. Vendor will not utilize any Subconsultants to perform the services under this Agreement.
- 11. Indemnification.** Vendor shall indemnify and hold harmless the District and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of this Agreement.
- 12. Prompt Payment Act.** The District and Vendor will be governed by the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes.
- 13. Non-appropriation.** The District's obligation to pay under this contract is contingent upon an annual budget appropriation by its board. The District's Board of Fire Commissioners may terminate or cancel this contract either in whole or in part at the end of each fiscal year without penalty, if it does not budget the required funds. This provision is consistent with section 287.0582, Florida Statutes.
- 14. Vendor's Insurance Requirements and Minimum Limits.** At the time it executes this Agreement Vendor shall provide to the District certificates of insurance documenting that it has the minimum insurance required under **Exhibit 4**.
- 15. Standard of Performance. Vendor shall perform and complete the**

**Services in a** timely manner and in accordance with the standard of care, skill, and diligence customarily provided by professionals with expertise and experience in the type of Services to be provided hereunder, and in accordance with sound professional principles and practices. Vendor acknowledges that it has represented to the District that Vendor has expertise and experience in the type of services to be rendered hereunder and that such representation was a material inducement to the District to enter into this Agreement with Vendor. Vendor shall promote the best interest of the District and assume towards the District a relationship of the highest trust, confidence, and fair dealing.

**16. Project Documents and Data.**

- 16.1.** All Project documents, evaluations, reports, technical data are the property of the District without restriction or limitation of use, and shall be made available, upon request, to the District at any reasonable time. Vendor, at its own expense, may retain copies thereof for its files and internal use.
- 16.2.** Vendor shall make any patentable product or result of the Services and all information, design, specifications, know-how, data, and findings available to the District without cost to the District. No material prepared in connection with this Project will be subject to copyright by Vendor, all such copyrights being the property of the District. the District shall have the right to publish, distribute, disclose, and otherwise use any material prepared by or for Vendor with respect to the Project. Any use of material or patents obtained by the District under this Agreement for any purpose not associated with this Project shall be at the risk of the District. In the District's discretion, whenever any renderings, photographs of renderings, photographs of models or photographs of the Project are released by the District for publicity, proper credit may be given to Vendor, provided the giving of such credit is without cost to the District.
- 16.3.** Vendor must not make any statements, press releases or public releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or any other information obtained or furnished in compliance with this Agreement, except at meetings where representatives of the District are present, without the District's prior written consent. Vendor shall not publish, copyright, or patent any of the data furnished or developed with respect to the Project without first obtaining the District's written consent, as all such rights are the property of the District.

**17. Audit Rights.** Vendor shall keep all books, records, files, plans, drawings, and other documentation, including all electronically stored items, which concern or relate to the Services hereunder (collectively referred to herein as "Records") for a minimum of three (3) years from the date of expiration or termination of this Agreement or as otherwise required by Law, which ever date is later. the District, or any duly authorized agents or representatives of the District, shall have the right to audit, inspect and copy all or such Records as often as they deem necessary during any such period of time. This right to audit, inspect and copy the Records shall include all Records of Subconsultants.

**18. Public Records.**

**18.1. Duty to Maintain and Provide Records.** Vendor shall keep and maintain all public records required to perform services under this Contract as required by Chapter 119, Florida Statutes. All analyses, data, documents, models, modeling, reports, and tests performed or utilized by Vendor shall be made available to the District upon request and are considered public records in accordance with Chapter 119, Florida Statutes, unless they are exempt under the Law.

**IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S PUBLIC RECORDS CUSTODIAN AT [RECORDS@SWFD.ORG](mailto:RECORDS@SWFD.ORG), OR BY MAIL AT THE FIRE DISTRICT'S ADMINISTRATIVE OFFICES LOCATED AT 911 N. COUNTY HIGHWAY 393 SANTA ROSA BEACH, FL 32459 OR BY PHONE AT 850-267-1298.**

**18.2. Post Contract Responsibilities.** Upon completion of this contract, Vendor shall keep and maintain, at no cost, to the District, all public records produced under this Agreement in the possession of the Vendor or shall transfer them to the District. If the Vendor transfers all public records to the District, Vendor shall destroy any duplicate public records. If Vendor keeps and maintains public records after completion of the contract, the Vendor shall meet all legal requirements for retaining public records including the rules and retention schedules adopted by the Division of Library and Information Services of the Department of State under Section 119.021(2)(a), Florida Statutes. All records stored

electronically must be provided to the District upon request from the District in a format that is compatible with the information technology systems of the District.

**18.3. Exempt Records.** Vendor shall ensure that public records that are exempt from public records disclosure are not disclosed except as authorized by law during the term of this Agreement and following its completion if the Vendor does not transfer the records to the District.

**19. Miscellaneous Provisions.**

**19.1. Entire Agreement.** This written document shall constitute the entire agreement between the parties hereto and the Agreement shall not be amended or modified except in writing duly executed by the party against whom such an amendment or modification is sought to be enforced. This Agreement shall govern the relationship between the District and Vendor on the Project.

**19.2. Successors.** the District and Vendor each hereby binds itself, its successors, assigns, and legal representatives to the other.

**19.3. No Third-Party Beneficiaries.** The rights and obligations in this Agreement shall inure solely to the parties hereto (their successors, assigns and legal representatives) and no other party shall have any rights or obligations under or by virtue of this Agreement.

**19.4. Applicable Law and Venue.** This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any action under state law arising under this Agreement shall be in the First Judicial Circuit in and for Walton County Florida. Claims justiciable in federal court shall be in the Northern District of Florida.

**19.5. Notice.** All notices or other communications permitted or required under this Agreement must be in writing and must be sent to the party at that party's address set forth below or at whatever other address the party specifies in writing. Notices must be personally delivered, sent by certified or registered mail, sent by overnight courier, postage prepaid, or sent to all email addresses listed below for each party.

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**As to the District:**

South Walton Fire District  
911 N. County Highway 393  
Santa Rosa Beach, FL 32459  
Attention: \_\_\_\_\_

Email #1: \_\_\_\_\_  
Email #2: \_\_\_\_\_  
Email #3: \_\_\_\_\_

**As to the Vendor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email #1: \_\_\_\_\_  
Email #2: \_\_\_\_\_  
Email #3: \_\_\_\_\_

**19.6. No Construction Against Drafting Party.** Each party acknowledges that it has carefully reviewed and understands this Agreement and has had an opportunity to review it with counsel of its choosing. This Agreement shall not be construed more strongly against any party, regardless of who drafted or prepared it.

**19.7. Communications.** The Vendor’s communications with the District must be limited to the District’s Fire Chief and staff designated by the Fire Chief. Communications with the District’s Board Members are prohibited, except with the prior permission of the District’s Fire Chief or at a duly noticed public board meeting. Any such prohibitive communications shall be deemed to be a material breach of this Agreement by Vendor. This provision does not prohibit or limit contacts by or on behalf of the District Board Members with Vendor.

**19.8. Interpretation.** All words used herein in the singular shall extend to and include the plural, and the use of any gender shall extend to and include all genders. Unless the context requires otherwise: The term “include” contemplates “including but not limited to.” The terms “hereof,” “herein,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

- 19.9. Headings.** The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions. Unless otherwise indicated, references to paragraphs include all subparts.
- 19.10. Time is of the Essence.** Time is of the essence of this Agreement and each of its provisions.
- 19.11. No Waiver.** Unless expressly stated in writing, no action taken by a party to this Agreement shall be considered a waiver by such party of compliance with any representations, warranty, duty, or responsibility under this Agreement.
- 19.12. Survival.** All express representations, indemnifications, or limitations made or given in this Agreement shall survive its completion or termination for any reason.
- 19.13. Severability.** If any term of this Agreement is for any reason invalid or unenforceable, the rest of the Agreement remains fully valid and enforceable.
- 19.14. Independent Contractor.** Vendor is retained by the District only for the purposes and to the extent set forth in this Agreement, and its relationship with the District shall, during the term of this Agreement, be that of an independent contractor. Vendor shall have the discretion, subject to the requirement that it perform the services required hereunder competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Vendor shall be fully responsible for the employment, direction, supervision, compensation, and control of all persons employed or retained by Vendor.
- 19.15. Waiver of Jury Trial.** **To the extent permitted by applicable law, Vendor and the District irrevocably waive any right to trial by jury in any legal proceeding arising out of or relating to this Agreement or any of the transactions contemplated by it. Neither the District nor Vendor or any successor thereof will seek a trial by jury in any action or proceeding (whether at law or in equity,**

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**whether direct or collateral, whether in contract or in tort) arising out of or related to this Agreement or the relationship created by it. Neither the District nor Vendor shall seek to consolidate any action or proceeding in which trial by jury has been waived with any other action or proceeding in which a jury trial cannot be or has not been waived.**

The parties have caused their duly qualified representatives to execute this Agreement on the dates set forth below.

**Vendor:** \_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Date

**Attest:**

**South Walton Fire District:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## **Exhibit 1**

### **Scope of Services, Compensation, and Implementation Timeline**

Vendor shall provide the following services for up to 210 employees.

**1. Establish an internal physical therapy and injury prevention program.**

The District plans to improve their current employee wellness initiatives by creating an onsite program that is focused on the prevention, evaluation, and treatment of employee's injuries. The vendor will provide an onsite physical therapist with experience in athletic training and performance improvement. Vendors are expected to provide consultation in developing the clinical space and make recommendations for required equipment and disposables.

**2. Perform focused research on repetitive injuries in first responders and develop strategies for prevention and treatment.**

Firefighters are prone to orthopedic specific injuries due to the weight of their protective equipment and the tasks associated with their job performance. The vendor will prioritize injury prevention and work with District personnel to observe, research, and recommend strategies to prevent predictable injuries.

**3. Provide onsite evaluation of acute and chronic injuries while providing treatment and/or referral recommendations .**

The vendor will provide a full-time (40 hours per week) physical therapist to provide immediate evaluation and treatment of employee orthopedic injuries within their scope. The physical therapist will oversee any physical therapy treatment protocol along with making appropriate referral recommendations for more severe injuries.

**4. Along with District staff and labor representatives, develop a work hardening program with focus on physical performance for employees returning to work.**

The District has recently developed a work hardening requirement for firefighters returning to work following an extended absence. The vendor will assist in the development of a performance standard related to physical readiness while providing evaluation and coaching to employees falling below the standard.

**5. Perform annual fitness evaluations as recommended by NFPA 1582.**

The District is required by their collective bargaining agreement and the National Fire Protection Association Code 1582 to provide annual fitness evaluations for its firefighters. The vendor will assist in developing our internal fitness evaluation and oversee the annual evaluations of its firefighters.

**6. Implementation Timeline.**

Vendor shall complete the tasks listed in the schedule on the following page on or before the dates indicated:

South Walton Fire District  
Request for Proposals for Employee Wellness Program

**Employee Wellness Program**  
**South Walton Fire District**

Task	Date
Implementation & planning meeting	
Personnel selection	
Personnel start date	
Site development	
Wellness services start date	

**Compensation**

Vendor will provide the services described in this Exhibit 1 for a fixed price of \$ \_\_\_\_\_ per year to be paid in equal monthly installments.

**Additional Services**

Vendor will provide Additional Services for the hourly rates listed below.

Service Provided	Hourly Rate
	\$

**Exhibit 2**  
**E-Verify Affidavit**

Subsection 448.095(5), Florida Statutes requires that Contractor, 1) register with and use the U.S. Department of Homeland Security’s E-Verify system, (<https://e-verify.uscis.gov/emp>) to verify the work authorization status of all Contractor’s employees and 2) require all subcontractors performing work under the Agreement with the District to use the E-Verify system.

**Affidavit**

I hereby certify that \_\_\_\_\_ (Contractor) does not employ, contract with, or subcontract with any unauthorized aliens, and is otherwise in full compliance with Section 448.095, Florida Statutes.

As required by subsection 448.095(5)(a), Florida Statutes, Contractor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees.

As required by subsection 448.095(5)(b), Florida Statutes, Contractor will require any subcontractors to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor will maintain a copy of such affidavit for the duration of the contract.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title, Company name

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of officer or Contractor, title of officer or Contractor) of \_\_\_\_\_ (name of Contractor company acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

**Exhibit 3**  
**Affidavit Concerning Human Trafficking**  
**Required by Section 787.06, Florida Statutes**

The Affiant named below personally appeared before the undersigned authority and after being duly sworn, deposes and states:

1. My name is \_\_\_\_\_. I am over eighteen years of age. The following information is given from my own personal knowledge.  
.
2. I am an officer or representative of \_\_\_\_\_ "Contractor") and I am authorized to provide this affidavit on behalf of Contractor.
3. Contractor provides this affidavit as required by section 784.06, Florida Statutes and attests as follows under penalty of perjury: Contractor does not use coercion for labor or services as defined section 787.06, Florida Statutes.

Affiant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Name of Firm (if applicable)

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), by

\_\_\_\_\_ (name of person) as

\_\_\_\_\_ (type of authority, . . . e.g. officer, trustee, attorney in fact) for \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

\_\_\_\_\_ Personally Known OR \_\_\_\_\_ Produced Identification

Type of Identification Produced: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

## Exhibit 4

### Affidavit of Compliance with Section 287.138, Florida Statutes regarding Access to Personal Identifying Information

Before me, the undersigned authority, personally appeared (**Name of affiant**) \_\_\_\_\_, who, after being first duly sworn, and under penalty of perjury deposes and says of his or her personal knowledge the following:

1. Affiant is the \_\_\_\_\_ (**Job Title**) of \_\_\_\_\_ (**Business Name**) which does business in the State of Florida, hereinafter called the "Vendor."
2. Vendor, pursuant to Section 287.138, Florida Statutes, certifies that: (1) Vendor is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a "controlling interest" in Vendor, as defined by Section 287.138(1)(a), Florida Statutes; and (3) Vendor is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this affidavit, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes, as amended from time to time.
3. This Affidavit is executed by the Vendor in accordance with Section 287.138, Florida Statutes, for the purposes of preventing the District from entering contracts with foreign entities of concern which would provide Vendor access to an individual's personal identifying information.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me, by means of  physical presence or  online notarization, this \_\_\_\_ day \_\_\_\_\_ of 20\_\_, by \_\_\_\_\_ who has produced  
(Print or Type Name)

\_\_\_\_\_ as identification.  
(Type of Identification)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

**Exhibit 5**  
**Insurance Requirements**  
(6 pages)

**1. Insurance Required.** Vendor shall purchase and maintain the following specific coverages and minimum limits. All limits shall be per occurrence and in the aggregate combined single limit for all liability, except professional liability coverage which shall be on a claims made basis, with following forms excess or umbrella insurance making up the difference between the policy limits of underlying policies and the total amount of coverage required.

**2. Liability Insurance**

**2.1. General Liability**

- a) Vendor shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, automobile policies and other appropriate insurance for the services being performed and furnished hereunder which shall provide protection from claims set forth below which may arise out of, or result from Vendor's performance and furnishing of the services and Vendor's other obligations under the Agreement and Assignments issued hereunder.
- b) Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Worker's Compensation coverage section) and \$2,000,000 per occurrence of the total amount of coverage required. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury, Combined Single Limits:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal Injury/Advertising Injury	\$1,000,000
Products Comp/Operations Aggregate	\$1,000,000

- c) Vendor liability insurance shall include contractual liability

coverage sufficient to cover Vendor indemnification obligations under this Agreement. Vendor agrees to pay on behalf of the District, and to provide and pay for a defense for all claims covered by Vendor obligations under the indemnification provisions.

**2.2 Excess or Umbrella Liability.** Umbrella liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

**2.3 Automobile Vehicle Liability.**

- a) Coverage shall be maintained as to the business use of all its owned, non-owned, leased or hired vehicles with limits of not less than: Bodily Injury & Property Damage Liability \$500,000, Combined Single Limit Each Accident.
- b) If Vendor has no owned, non-owned, leased or hired vehicles, a letter from Vendor so stating must be included with the Certificate of Insurance.

**3. Workers Compensation Coverage.** Vendor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employers' liability limits of at least \$100,000 each accident and \$100,000 each employee, \$500,000 policy limit for disease.

- a) Vendor and its Subconsultants shall purchase workers' compensation insurance for all its employees regardless of the number of employees they have and regardless of any other exemptions. Florida law permits employers who may be exempt from purchase of coverage to waive their exemptions and purchase the coverage voluntarily. The District requires Vendor and all the Subconsultants to voluntarily purchase this coverage.
- b) Vendor and the Subconsultants shall also purchase any other coverages required by law for the benefit of employees.

**4. Professional Liability/Malpractice/Errors Or Omissions Insurance.**

- 4.1.** Vendor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$2,000,000 per occurrence.
- 4.2.** If a claims; made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.
- 4.3.** To the extent commercially available, coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

## **5. Additional Requirements.**

- 5.1.** Vendor shall not commence or continue to perform any Services unless Vendor has in full force and effect all required insurance, and until Vendor has delivered to the District all insurance certificates required hereunder evidencing the specific insurance coverage required, nor shall any payment for Services performed become due and payable until Vendor has delivered all such certificates to the District. Vendor shall not permit any Subconsultant to perform any portion of the Services unless such Subconsultant has complied with the insurance requirements, including the workers' compensation and general liability insurance requirements, contained herein.
- 5.2.** Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the District, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. Vendor shall provide the District with financial information concerning any self-insurance fund insuring Vendor. At the District's option, a Best's rating or Self-Insurance Fund financial information may be waived.
- 5.3.** As evidence of the insurance coverages required by this Agreement, Vendor shall provide the District certificates of insurance evidencing the specific policies issued, the limits of coverage afforded, and the specific endorsement provided.
- 5.4.** All the policies of insurance so required of Vendor, except professional



liability and workers' compensation insurance, shall be endorsed to include as additional insureds: the District, its directors, officers, employees, representatives, agents, and volunteers. If the additional insureds have other insurance which might be applicable to any loss, the insurance required of Vendor shall be considered primary, and all other insurance shall be considered excess. Such insurance policies shall include or be endorsed to include a cross-liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. The cross-liability clause does not increase the limits of liability or aggregate limits of the policy.

- 5.5.** Deductible and self-insured retention amounts shall be subject to approval by the District, which approval shall not be unreasonably withheld. Vendor is responsible for the amount of any deductibles or self-insured retentions.
- 5.6.** Approval of the insurance by the District shall not relieve or decrease the liability of Vendor hereunder. Further, Vendor acknowledges that any such acceptance by the District shall not be deemed to be an acknowledgement that Vendor has satisfied its insurance obligations hereunder. Vendor acknowledges and agrees that the District does not in any way represent that the insurance (or the limits of insurance) specified in this paragraph is sufficient or adequate to protect Vendor's interests or liabilities but are merely minimums.
- 5.7.** Should any coverage approach expiration during the period in which it is to remain in full force and effect, it shall be renewed by Vendor prior to its expiration, and a certificate of insurance again filed with the District at least fourteen (14) days prior to coverage renewal.
- 5.8.** All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the District and Vendor by certified mail. Vendor shall give notice to the District within (24) hours of any oral or written notice of adverse change, non-renewal, or cancellation.
- 5.9.** Except as provided in the paragraph below for professional liability insurance, all insurance required hereunder shall remain in full force and effect throughout the entire term of this Agreement.
- 5.10.** Professional liability insurance shall continue in force until the end of one calendar year following the calendar year in which the completion of the Project is estimated to occur under the Project Schedule. The professional

liability insurance policy shall be endorsed to provide for renewals through one (1) calendar year, or if the current policy is not renewed, to provide for an extended reporting period on the existing policy through one calendar year.

- 5.11.** Vendor shall, upon request by the District, deliver to the District a copy of each insurance policy purchased by Vendor as required in this Agreement.
- 5.12.** All policies, except for workers' compensation and professional liability, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the District, its Vendors, directors, officers, employees, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Vendor or Vendor's insurance carriers. Further, Vendor hereby waives its right of recovery against the District with respect to any matter covered by any insurance maintained by Vendor.

## **6. Insurance – General Requirements.**

- 6.1. Protection from Claims.** Vendor shall purchase and maintain such commercial (occurrence form) or comprehensive general liability (occurrence form), professional liability, and other appropriate insurance, with respect to the Services required hereunder, that will provide protection from the types of claims set forth below which may arise out of or result from Vendor's performance and furnishing of the Services, whether it is to be performed by Vendor or the Subcontractors:
- 6.2.** Claims under workers' compensation, disability benefits and other similar employee benefit acts;
- 6.3.** Claims for employer's liability, including those arising under Title VII of the Civil Rights Act of 1964 and the Florida Civil Rights Act;
- 6.4.** Claims for damages because of bodily injury, sickness or disease, or death to any person other than Vendor's employee;
- 6.5.** Claims for damages insured by personal injury liability coverage which are sustained by any person as a result of a negligent or wrongful act or omission of Vendor, or any person employed by or subcontracted to Vendor;

- 6.6.** Claims for damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- 6.7.** Claims for damages because of bodily injury or death of any person, or property damage arising out of the Vendor ownership, maintenance, operation, use or loading and unloading of any owned, hired, or non-owned motor vehicle used in connection with the Services, including employee non-Consultant ownership use; and
- 6.8.** Claims for damages because of bodily injury or death of any person or property damage arising out of the Vendor ownership, maintenance, operation, use or loading and unloading of any owned, hired, or non-owned aircraft and watercraft used in connection with the Services, including employee ownership use.
- 7. Coverage.** The insurance required herein shall include the specific coverage and be written for the limits of liability and coverage provided in this paragraph or required by Law, whichever is greater. Where appropriate for the Services being performed, the commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall also include broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.
- 7.1. Contractual Liability Insurance.** The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of Vendor's obligations under this Agreement that are covered by such insurance.
- 7.2. Subconsultants.** Vendor shall ensure that all Subconsultants procure and maintain, until the completion of that party's Services, insurance of the types and in the coverage amounts required to be carried by Vendor in this Agreement unless the District agrees in writing, in advance of Vendor's employment of any such Subconsultant, to other types of coverage and/or lower coverage amounts. Provided however, that professional liability insurance shall not be required under this Agreement for Subconsultants, unless such party is a licensed professional. The preceding sentence does not preclude Vendor from requiring such insurance. Vendor shall be responsible for ensuring that all Subconsultants comply with all the insurance requirements contained herein relative to each such party.