

CS-21-264

BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

CONTRACT TRACKING NO.
CM3204

GENERAL INFORMATION

Requesting Department HUMAN RESOURCES

Contact Person: Tina Keiter

Telephone: (904) 530-6075 Fax: (904) 321-5797 Email: TKEITER@NASSAUCOUNTYFL.COM

CONTRACTOR INFORMATION

Name: ALERTCHECKS, INC

Address: 400 STATE ROAD 436, SUITE 206 CASSELBERRY FL 32707
City State Zip

Contractor's Administrator Name: MAX CARRASQUILLO Title: CEO

Telephone: (407) 682-5378 Fax: () Email: MC@ALERTCHECKS.COM

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: MAX CARRASQUILLO

Authorized Signatory Email: MC@ALERTCHECKS.COM

CONTRACT INFORMATION

Contract Name: BACKGROUND SCREENING SERVICES

Description: BACKGROUND SCREENING SERVICES FOR EMPLOYEES & VOLUNTEERS
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: APPROXIMATELY \$10,000.00 OVER TWO YEARS
APPROXIMATE IF NECESSARY

Source of Funds/Account: 01122513-549081 Termination/Cancellation: 06/14/24 UNLESS EXTENDED

Authorized Signatory: TACO POPE, COUNTY MANAGER

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: 06/15/2022 to: 06/14/2024

Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other Competitive

Written Quotes
Sec 1-141(b)(1)(c)

If Processing an Amendment:

Contract #: Increased Amount to Existing Contract:

New Contract Dates: to Total or Amended Amount:

Continued on next page

CHECKLIST		
<i>Review/Complete before sending contract for final signature</i>		
Requirement	Description	Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	Dept ✓
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept ✓
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept ✓
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	✓ Dept Cnty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk
Insurance	Risk manager <u>has</u> or will approve insurance clauses. Levels confirmed in requirements	✓ Dept
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. *Oranley Neth* *6/24/22*
Department Head/Contract Manager Date
2. *Sanasa Nelson* *7/11/2022*
Procurement Date
3. *Chris Lacambra* *7/11/2022*
Office of Mgmt & Budget Date
4. *Denise C. May* *7/11/2022*
County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. *Taco E. Popey AICP* *7/11/2022*
County Manager Date

RETURN ORIGINAL(S) TO CONTRACTS MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)
Copies: Department; Procurement; RLS Distribution; Clerk Services BOCC

Total budget \$

NASSAU COUNTY
Human Resources Department
96135 Nassau Place, Suite 5
Yulee, Florida 32097

MEMORANDUM

TO: Marshall D. Eyerman, Assistant County Manager *ME*
Taco E. Pope, County Manager *TP* 3/31

FROM: Ashley D. Metz, Human Resources *AM*

DATE: March 8, 2022

SUBJECT: Request for Quotations – Background Services

In accordance with Nassau County's Purchasing Policy, Section 3.2 – Competitive Verbal Quotations, Human Resources requested and received quotes for employment background screening services.

Seven vendors were invited to quote costs for services and of those, three responded. After reviewing the quotes, while they are not financially the lowest bidder, we would like to award the services to AlertChecks Inc. (ACI), our current vendor for the following reasons:

We have worked with ACI since June 15, 2019, and in that time have forged a great professional relationship. Recently, they worked with us to provide background screenings for volunteers without the use of a social security number, ACI has always been accommodating and responsive to anything we've needed. ACI provides their responses within 24 hours of the request and at times even sooner. ACI has not had a rate increase for their services since 2019 and is currently only increasing their rates based on the cost of the cyber coverage we are now requiring, furthermore we've never had an issue with "pass through" fees.

While Premier Background Screening Services, LLC. rates are slightly lower for the new hire, their cost for a volunteer background is much higher and their reports have up to a three-day response time. In addition, there could be passthrough fees depending on the location of the report. Premier did confirm with us that they would be able to run volunteer background screenings without the use of their social security number.

Human Resources (904) 530-6075 • Fax (904) 321-5797

An Equal Opportunity Employer

First Advantage Enterprise Screening Corporation's rates are significantly cheaper compared to both ACI and Premier which raised questions regarding the "fees excluded" notes throughout their quote; attempts to gain an understanding went unfounded. For this reason, we would be leery to select First Advantage. In addition, First Advantage has indicated that they would need the social security number to run the background screenings on volunteers, which would cause issues, based on the process recently put into place.

Section 3.2(b) of the Purchasing Policy states that if the Department selects a Vendor other than the lowest, the Department must provide a written explanation as to why the lowest was not selected and shall obtain written approval of the County Manager prior to procuring the goods or services.

As such, Human Resources would like to request your approval to proceed with the selection of ACI as the vendor for Nassau County's background screenings.

Please advise should you have any further questions or concern; I have attached the referenced quotes and our comparison for your review.

Thank you.

Attachments: Comparison of Quotes
ACI Quote Response
Premier Quote Response
First Advantage Quote Response

Comparison of Background Quotes
February 2022

	AlertChecks, Inc.	First Advantage	Premier
Florida			
County Criminal	\$ 9.75	\$ 7.25	\$ 11.50
Surcharge	\$ -	\$ -	\$ -
Total	\$ 9.75	\$ 7.25	\$ 11.50
Federal Criminal	\$ 9.75	\$ 6.25	\$ 13.50
Surcharge	\$ -	\$ -	\$ -
Total	\$ 9.75	\$ 6.25	\$ 13.50
State Criminal	\$ 9.75	\$ 7.25	\$ 9.50
Surcharge	\$ -	\$ -	\$ -
Total	\$ 9.75	\$ 7.25	\$ 9.50
MVR (7 Yrs)	\$ 19.50	\$ 2.85	\$ 6.00
Surcharge	\$ -	\$ -	\$ -
Total	\$ 19.50	\$ 2.85	\$ 6.00
TOTAL FOR FLORIDA	\$ 48.75	\$ 23.60	\$ 40.50
Packages			
New Hires	\$ 48.75	\$ 25.70	\$ 45.00
Surcharge	\$ -	\$ -	\$ -
Total	\$ 48.75	\$ 25.70	\$ 45.00
Volunteers	\$ 19.50	\$ 15.60	\$ 32.00
Surcharge	\$ -	\$ -	\$ -
Total	\$ 19.50	\$ 15.60	\$ 32.00
Start Up Fees	\$ -	\$ -	\$ -
Implementation Process	N/A	N/A	N/A
Method For Requesting	Input In System	Input In System	Input In System
Average Time	24 Hours	24-48 Hours	0 - 3 Days
Volunteer SSNs?	No	Yes	No

* 175 setup

Request for Quotation Form: Written Nassau County Board of County Commissioners

Requesting Department: Human Resources

Date: 01/18/2022

Department Address: 96135 Nassau Place, Suite 5
Yulee, Florida 32097

Contact: Tina Keiter, Employee Services Coordinator
Contact email: tkeiter@nassaucountyfl.com
Department Phone: 904-530-6075
Department Fax: 904-321-5797

Product(s)/Service(s) to be purchased (list all specifications and requirements):

Nassau County is seeking quotes from qualified background service providers to provide services to Nassau County BOCC for the attached services.

*All payments for products/services are as per Florida Statue 218.73 & 218.74 (Terms net 45 days) *

Please submit written response by: 02/01/2022
(Date)

To be completed by vendor:

Vendor Name: AlertChecks Inc. (ACI)
Address: 400 State Road 436, Suite 206
Casselberry, FL 32707
Phone: (407) 682.5378
Fax: (407) 332.5376
Contact: Max Carrasquillo
Email: mc@alertchecks.com

Attached is a written quote from our company, which is valid for 90 days.

mc Please initial confirming that you have read and meet the insurance and e-verity requirements as listed in the request for written quotes.

Max Carrasquillo
Signature

01/28/2022
Date

Comments: _____

Request for Written Quotes

Background Services Requested

Criminal County Background - \$9.75

Required for all new hires and volunteers, on average 15 a month, based on a 6-month invoice history.

Criminal State Background - \$9.75

Required for all new hires, on average 25 a month, based on a 6-month invoice history.

Criminal Federal Background - \$9.75

Required for all new hires and volunteers, on average 15 a month, based on a 6-month invoice history.

Motor Vehicle Check Background – 7 Years - \$19.50

Required for all new hires, on average 25 a month, based on a 6-month invoice history.

Motor Vehicle Check Background – 3 Years - \$17.50

Required annually for employees who live out of the State of Florida, on average less than 1 a month, based on a 6-month invoice history.

Please Quote Costs for the Following:

1. We are aware that costs will vary from State to State, thus please quote total prices for all of the above for both Florida and Georgia as those are the most common in our area. (Please break out to include your fee as well as any pass-through fees.)

- We welcome quotes for packages as follows:

- o New Hires – County, State, Federal and 7yr MVR - \$48.75
- o Volunteers – County and Federal

**Individual pricing for each of the above will still be required - \$19.50 regardless of packages.

2. Any start up fees, if applicable. NA

In Addition, Please Provide the Following Information:

1. An implementation process for startup, to include timeframes. AS IS
2. The method used for requesting backgrounds, i.e. via a web portal or another system. AS IS
3. The average timeframe to receive reports once an order has been placed. AS IS

Nassau County's Insurance Requirements

Nassau County requires minimum levels of insurance coverages. The successful company will be required to provide insurance coverage certificates naming Nassau County Board of County Commissioners as a named party under their coverage. A list of required coverages can be found as "Attachment A" to this request for quotes.

E-Verify Requirements

In accordance with Florida Statutes 448.095, Nassau County requires all vendors to be registered with and using the E-Verify System. The successful company shall comply with the provisions of Section 448.095, Florida Statutes, "employment Eligibility", as amended from time to time. Proof of registration and a signed affidavit will be required during the contract process.

Request for Quotation Form: Written
Nassau County Board of County Commissioners

Requesting Department: Human Resources

Date: 01/18/2022

Department Address: 96135 Nassau Place, Suite 5
Yulee, Florida 32097

Contact: Tina Keiter, Employee Services Coordinator
Contact email: tkeiter@nassaucountyfl.com
Department Phone: 904-530-6075
Department Fax: 904-321-5797

Product(s)/Service(s) to be purchased (list all specifications and requirements):

Nassau County is seeking quotes from qualified background service providers to provide services to Nassau County BOCC for the attached services.

*All payments for products/services are as per Florida Statue 218.73 & 218.74 (Terms net 45 days) *

Please submit written response by: 02/01/2022
(Date)

To be completed by vendor:

Vendor Name: Premier Background Screening Services, LLC
Address: P.O. Box 738
Lombard, TX 77377
Phone: 800-337-0043
Fax: 916-400-2587
Contact: Unna Edmonds
Email: unna@premierbgs.com

Attached is a written quote from our company, which is valid for 30 days.

UE Please initial confirming that you have read and meet the insurance and e-verity requirements as listed in the request for written quotes.

Unna Edmonds
Signature

2/1/2022
Date

Comments: _____



BACKGROUND SCREENING SERVICES LLC.

Proposal for Services
Prepared for **Nassau**
County Board of County
Commissioners



2/1/2022

Tina Keiter
Nassau County Board of County Commissioners
93135 Nassau Place, Suite 5
Yulee, Florida 32097

Dear Tina:

Thank you for the opportunity to provide you this proposal for background screening services for Nassau County Board of County Commissioners.

I believe Premier Background Screening services, LLC has all the requirements for insurance and E-Verify listed in your request for quote and can provide them upon contract award.

Implementation process is quick and easy: Upon contract award, the designated person from Nassau County Board of County Commissioners fills out the required documentation for access to background information. They will then receive an authorization from for all applicants to fill out to run a background check. Account will be set up within 1 business day.

Ordering Background checks: Any submitted users/contacts will be added to the account for online use. An online orientation can be scheduled for all users and would take about 10-15 minutes. Our online system is very easy to use. This is also how the reports come back, via emailed notification.

Average time frame for reports are instant – 3 days. Please see below for report descriptions and time frames. County and State searches can take longer, depending on the County and State.



Premier Background Screening Services, LLC appreciates the opportunity to quote your Background Screening needs. Once you begin using Premier, you will see that our system is simple, yet powerful, and that our service is fast, accurate, and reliable.

Sincerely

Unna Edmonds

Unna Edmonds
President
Premier Background Screening Services, LLC



Screening Solutions Packages

Premier recommends the following package as the "best practices" for candidate screening. This package includes additional reports and recommendations to increase the depth of search.

*NOTE: Premier Background Screening Services, LLC **does not** charge any new account set-up fees and **does not** require monthly minimum orders.*

New Hire Package - \$45.00

(Includes up to 3 counties)

Nationwide Criminal with Social Security Trace:

Identity Verification and National Criminal Database– Please see Report Descriptions for Details

County Criminal Searches:

Please see Report Descriptions for Details - County pass through fees where applicable

State Criminal Searches:

Please see Report Descriptions for Details - County pass through fees where applicable

MVR:

Motor Vehicle Record – Pass through fees apply.



Volunteer Package - \$32.00

(Includes up to 3 counties)

Nationwide Criminal with Social Security Trace:

Identity Verification and National Criminal Database– Please see Report Descriptions for Details

County Criminal Searches:

Please see Report Descriptions for Details - County pass through fees where applicable

Federal Criminal Searches:

Please see Report Descriptions for Details - pass through fees apply



Separated Pricing Breakdown

Nationwide with SS Trace - \$13.50 (all checks start with this)

County Searches - \$11.50 per county.

Pass through fees for Florida and Georgia:

 Suwannee County - \$14.00

 Taylor County - \$14.00

Statewide Searches - \$9.50 per state.

Pass through fees for Florida and Georgia:

 Florida - \$30.00

 Georgia - \$16.00

MVR - \$6.00

Pass through fees for Florida and Georgia:

 Florida - \$0

 Georgia - \$6.00

*Pass through fees subject to change. Premier Background Screening would send proof of change of price if it were to change.



Report Descriptions

The following is a summary of standard reports.

Identity Verification and National Criminal Database Search

Verifies and returns information on a SSN provided by the employee. Report includes full name and/or alternate names used by an applicant, dates at listed addresses, age, and date of birth. A nationwide database search including information from Multistate Sex Offender Databases, the FBI Terrorist Watch List, Federal/State/Local Wanted Fugitive Lists, Proprietary Offender Data, the Department of Corrections, Administrative Offices of the Courts (dated back 7 years), the Department of Public Safety, Traffic Courts, the Office of Foreign Assets Control, the FBI Most Wanted List, the U.S. Marshalls Services Wanted List, the U.S. Customs Services Wanted List, the U.S. Secret Services Wanted List, and the U.S. Drug Enforcement Agency Wanted List. Any Aliases associate with the SSN are also searched for criminal records.

DMV Driving Record Search

DMV Report including all DMV records and convictions. Please contact our office for specific pricing on additional states as pricing does vary from state to state.

County Criminal Records Court Search

Our court reporters will visit the county of your selection to pull any records available.

**Please note that additional court access fees may apply. There may be a separate search charge (plus any applicable court access fees or other court fees) for each county ordered.*

State Criminal Court Records Search

All counties in the selected state will be ran.

**Please note that additional court access fees may apply in a similar fashion as the County Criminal Records Searches.*

**Not available in all states*

Federal Crimes Records Search

Check with all district courts in the continental US for Federal Crimes



Additional Services Available

E-Verify Services

\$6.00 Per New Hire

Our automated system helps your company remain in compliance. Our system simplifies document management and integrates with the Department of Homeland Security. We meet all state and federal requirements.

Drug Screening

\$38.00 Per Screening

Premier offers our clients a state-of-the-art solution for drug screening. Scheduling and reporting are all completed online in an eco-friendly manner. ***Instant – 48 hour turn around time.***

9 Panel Drug Screening

Test screens for Cannabinoids (THC), Cocaine, Methamphetamines, Opiates, Phencyclidine, Methadone, Barbiturates, Benzodiazepines and Propoxyphene. All positive results are reviewed through an MRO (Medical Review Officer). We realize that convenience for your employee is key when scheduling a drug screening and we are very pleased to offer the flexibility of scheduling a drug screening either at a location closest to your address or the candidate's home. A passport is personalized by us for each candidate so that you do not need to store stacks of forms. You simply print the passport, give it to the applicant and your results are posted back into our system within 2 hours after the applicant has submitted his/her sample. Please note that this is only for negative test results submitted at an in-network clinic.

ID Resolution

\$12.50 Per SS Number

The use of false Social Security Numbers is on the rise. Furthermore, changes implemented by the Social Security Administration (SSA) have made verifying a SSN issued after June of 2011 impossible to do without directly asking the SSA for verification. The surest way to determine identity is to receive a direct confirmation of a match between the name, SSN, date of birth, and gender of your applicant. ID Resolution is able to do just this. Using a state of the art direct connection to the Social Security Administration's databases, ID Resolution is able to decisively match or deny all of the crucial identifying information needed to form an identity. It can be added as a part of your normal screening package, or added after you've placed an order for extra peace of mind.



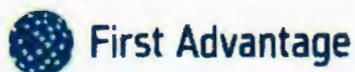
QUOTE

PRICE SCHEDULE	
SCREENING PACKAGES	PRICE IN USD
New Hire Package	25.70
Social Security Number Verification*	--
Felony including Misdemeanor (single index search) Current County of Residence, 1 Searches within Scope; any additional searches will be charged at the a la carte rate, 1 Name(s) included in package price; any additional names developed will be charged at the a la carte rate, 7 years deep at the Courthouse**	--
Motor Vehicle Check (Driving Record) (Access restricted in some states; requires state approval in certain states) Current state of residence, 1 Searches Included in Package; any additional searches will be charged at the a la carte rate**	--
Federal Criminal Current County of Residence, 1 Searches within Scope; any additional searches will be charged at the a la carte rate, 1 Name(s) included in package price; any additional names developed will be charged at the a la carte rate, 7 years deep at the Courthouse**	--
Statewide Repository Current County of Residence, 1 Searches within Scope; any additional searches will be charged at the a la carte rate, 1 Name(s) included in package price; any additional names developed will be charged at the a la carte rate, 7 years deep at the Courthouse**	--
Names: Given Names	--
* fees included	
** fees excluded	
Volunteers Package	15.60
Social Security Number Verification*	--
Federal Criminal Current County of Residence, 1 Searches within Scope; any additional searches will be charged at the a la carte rate, 1 Name(s) included in package price; any additional names developed will be charged at the a la carte rate, 7 years deep at the Courthouse**	--
Felony including Misdemeanor (single index search) Current County of Residence, 1 Searches within Scope; any additional searches will be charged at the a la carte rate, 1 Name(s) included in package price; any additional names developed will be charged at the a la carte rate, 7 years deep at the Courthouse**	--
Names: Given Names	--
* fees included	
** fees excluded	
Option 1: Criminal Package	26.88
Social Security Number Verification*	--
Felony including Misdemeanor (single index search) 7 Year residence and work address history based on given addresses, Unlimited Searches within package, 1 Name(s) included in package price; any additional names developed will be charged at the a la carte rate, 7 years deep at the Courthouse**	--



QUOTE

PRICE SCHEDULE	
SCREENING PACKAGES	PRICE IN USD
Motor Vehicle Check (Driving Record) (Access restricted in some states; requires state approval in certain states) Current state of residence, 1 Searches Included in Package; any additional searches will be charged at the a la carte rate**	--
National Criminal Record File - Adjudicated (1 Name included in package price) (Additional search fees may apply to verify any hits at court)**	--
Names: Given Names	--
* fees included	
** fees excluded	
Option 2: All Criminal Package	46.35
Social Security Number Verification*	--
Felony including Misdemeanor (single index search) 7 Year residence and work address history based on given addresses, Unlimited Searches within package, 1 Name(s) included in package price; any additional names developed will be charged at the a la carte rate, 7 years deep at the Courthouse**	--
Motor Vehicle Check (Driving Record) (Access restricted in some states; requires state approval in certain states) Current state of residence, 1 Searches Included in Package; any additional searches will be charged at the a la carte rate**	--
Federal Criminal 7 Year residence and work address history based on given addresses, Unlimited Searches within package, 1 Name(s) included in package price; any additional names developed will be charged at the a la carte rate, 7 years deep at the Courthouse**	--
Statewide Repository 7 Year residence and work address history based on given addresses, Unlimited Searches within package, 1 Name(s) included in package price; any additional names developed will be charged at the a la carte rate, 7 years deep at the Courthouse**	--
Names: Given Names	--
* fees included	
** fees excluded	
NOTE: All Additional Names/Searches beyond the number listed as included within each package will be billed at the fee listed in the A La Carte Screening Features section below, unless expressly stated otherwise within the component scope description.	
A LA CARTE SCREENING FEATURES	PRICE IN USD
Identity Searches	
Social Security Number Verification***	1.85
Criminal Record Searches	
Felony including Misdemeanor (single index search)***	7.25
Federal Criminal***	6.25
Statewide In Lieu of County Criminal (Felony including Misdemeanor when Statewide not available)***	7.25
Statewide Repository***	7.25



QUOTE

A LA CARTE SCREENING FEATURES	PRICE IN USD
Sex Offender - National (1 Name)[23]	3.50
National Criminal Record File - Adjudicated (1 Name)	5.25
Administrative Service	
Set Up Fee (applicable for new account setup)	175.00
Adjudication Service-Client Specific Hiring Policy Applied (Price is per Search / Verification)*****	0.50
Motor Vehicle - Driving Searches	
Motor Vehicle Check (Driving Record) (Access restricted in some states; requires state approval in certain states)***	2.85
Credit Searches	
Credit Report (Employment)***	3.75
Watchlist Searches	
Global Sanction (1 Name)	3.50
Office of Foreign Asset Control (OFAC) (1 Name)	2.50
Applicant Tracking System Integrations	
Applicant Tracking System Integration Fee - no customization	0.00
Other	
Adverse Action Letter Mailing Service-Per Letter (U.S. based customers only)*****	4.30
Adverse Action Letter Mailing Service-Including NY Article 23A-Per Letter (U.S. based customers only)*****	6.30
Adverse Action Letter Emailing Service-Per Email (U.S. based customers only)*****	1.50
Adverse Action Letter Emailing Service-Including NY Article 23A-Per Email (U.S. based customers only)*****	1.50
Direct Advantage / Profile Advantage	
Profile Advantage Standard Implementation Fee - English Only Support	0.00
Profile Advantage Standard Transaction Fee - English Only Support	0.00
*** Additional fees may apply. Fees do not include third party pass through costs.	
***** Automated by Service Provider	
***** Price to adjudicate a package will vary depending on the overall scope of the package	
Foot Notes	
(23) MA and NV have restricted use of their Sex Offender Registry and not automatically included.	

CONTRACT FOR EMPLOYEE BACKGROUND SERVICES
FOR NASSAU COUNTY, FLORIDA

THIS CONTRACT made and entered into on 7/11/2022, by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **ALERTCHECKS, INC.**, a Florida Profit Corporation, hereafter referred to as "Consultant" whose principle office address is located at 400 State Road 436, Suite 206, Casselberry, Florida 32707:

WHEREAS, the County desires to obtain employee background services on an "as needed" basis; and

WHEREAS, said services are more fully described in the Scope of Services, Exhibit "A", which is attached hereto and made a part hereof; and

WHEREAS, the Consultant desires to render certain employee background services as described in the Scope of Services, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, County, through competitive written quotes conducted in accordance with the requirements of law and County policy and based upon Consultant's assurance that it has the qualifications, staff, experience and resources, County has determined that it would be in the best interest of Nassau County to award a Contract to Consultant for the rendering of those services described in Exhibit "A".

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in Exhibit "A".

Initials TP

Initials MC

ARTICLE 2 - SCOPE OF SERVICES

2.1 Consultant shall provide employee background services in accordance with Exhibit "A".

2.2 Services requested by County or County's representative that are in addition to Exhibit "A" will be considered additional services and reviewed, at that time for additional fees. Any additional services shall be mutually agreed upon and provided in writing.

2.3 Services shall be performed on an "as needed" basis for all prospective employees and volunteers, as well as current employees seeking promotions into positions which warrant such checks.

ARTICLE 3 - COUNTY'S RESPONSIBILITY

Except as provided in Exhibit "A", County shall provide Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by County or others authorized by County.

County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. County hereby designates the Human Resources Director, or designee, to act on County's behalf with respect to the Exhibit "A". The Human Resources Director, or designee, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

Initials TP

Initials MC

ARTICLE 4 - TERM OF CONTRACT

The term of this Contract shall begin upon full execution of this Contract by all parties and terminate two (2) years thereafter. The term of this Contract may be extended upon mutual written agreement between both parties. Any extension of the term under this Contract shall be in one (1) year increments, not to exceed five (5) years, unless otherwise agreed to by the parties, and shall be in County's best interest and sole discretion. Any agreement, amendment or modification to the term of the Contract shall be subject to fund availability and mutual written agreement between County and Consultant.

ARTICLE 5 - COMPENSATION

5.1 Consultant shall be compensated on a per search basis, in accordance with Exhibit "B".

5.2 Consultant shall prepare and submit to the Human Resources Director, for approval, an invoice for the services rendered, with a copy provided to invoices@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report or statement identifying the nature of the work performed and compensation for the work performed. The report or statement shall show a summary of fees. County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Contract, and County shall promptly notify Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefore. Consultant will have thirty (30) days to cure any failure upon written notice.

5.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Contract, as well as all continuing

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obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

5.4 Final Invoice: In order for both parties herein to close their books and records, Consultant will clearly state "Final Invoice" on Consultant's final/last billing to County. This indicates that all services have been performed and all charges and costs have been invoiced to County and that there is no further work to be performed on the specific project.

ARTICLE 6 – EXPENSES

Consultant shall be responsible for all expenses incurred while performing the services, unless otherwise detailed in Exhibit "A". This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Consultant's agents, if any, hired by Consultant to complete the work under this Contract.

ARTICLE 7 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. At County's sole discretion, Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 8 - DOCUMENTS

The documents which comprise this Contract between County and Consultant are attached hereto and made a part hereof and consist of the following:

8.1 This Contract; and

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- 8.2 The *Scope of Services* attached hereto as Exhibit "A"; and
- 8.3 *Billing Rates* attached hereto as Exhibit "B"; and
- 8.4 *Certificate of Liability Insurance* attached hereto as Exhibit "C"; and
- 8.5 Any work authorizations, written amendments, modifications or addenda to this Contract.

ARTICLE 9 - EQUAL OPPORTUNITY EMPLOYMENT

In connection with the work to be performed under this Contract, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE 10 – TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT

Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs. Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

ARTICLE 11 - INDEMNIFICATION

Consultant shall indemnify and hold harmless County 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 Consultant and other persons employed or utilized by the Consultant, in the performance of the Contract.

ARTICLE 12 - INDEPENDENT CONSULTANT

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Consultant undertakes performance of the services as an independent consultant under this Contract and shall be wholly responsible for the methods of performance. County shall have no right to supervise the methods used, but County shall have the right to observe such performance. Consultant shall work closely with County in performing services under this Contract.

ARTICLE 13 – EXTENT OF CONTRACT

13.1 This Contract represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

13.2 This Contract may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

ARTICLE 14 - COMPLIANCE WITH LAWS

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 15 - INSURANCE

Consultant shall maintain such commercial or comprehensive general liability, cyber and data security liability, workers compensation, professional liability, and other insurance as is detailed in Exhibit “C” and as is appropriate for the services being performed hereunder by Consultant, its employees or agents.

ARTICLE 16 - TERMINATION OF CONTRACT

16.1 Termination for Convenience: This Contract may be terminated by County for convenience, upon thirty (30) days of written notice to Consultant. In such event, Consultant shall be paid its compensation for services performed prior to the

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termination date. In the event that Consultant abandons this Contract or causes it to be terminated, Consultant is liable to County for all loss pertaining to this termination.

16.2 Default by Consultant: In addition to all other remedies available to County, County may terminate this Contract for cause should Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination, County shall provide written notice of the specific conditions warranting default, and County shall allow thirty (30) days for Consultant to cure.

ARTICLE 17 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

ARTICLE 18 – UNCONTROLLABLE FORCES

18.1 Neither County nor Consultant shall be considered to be in default of this Contract if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term “uncontrollable forces” shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage and governmental actions.

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18.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

ARTICLE 19 - GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Florida. All legal action necessary to enforce the Contract will be held in Nassau County, Florida.

ARTICLE 20 - MISCELLANEOUS

20.1 Non-waiver: A waiver by either County or Consultant of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

20.2 Severability: Any provision in this Contract that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a

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waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Contract.

20.3 Public Records: County is a public agency subject to Chapter 119, Florida Statutes. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, YULEE, FLORIDA 32097. Under this Contract, to the extent that Consultant is providing services to County, and pursuant to section 119.0701, Florida Statutes, Consultant shall:

a. Keep and maintain public records required by the public agency to perform the service.

b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the Contract if Consultant does not transfer the records to the public agency.

d. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of Consultant or keep and maintain public records required by the public agency to perform the service. If Consultant transfers all public records to the public agency upon completion of the Contract, Consultant shall destroy

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any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Contract, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

e. A request to inspect or copy public records relating to a Nassau County contract for services must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to Consultant maintaining the public records, then Nassau County shall immediately notify Consultant of the request for records. Consultant must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If Consultant does not comply with Nassau County's request for records, Nassau County shall be entitled to enforce the contract provisions herein for failure to comply with the terms of the contract. Any Consultant which fails to provide public records to Nassau County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.

20.4 The provisions of this section shall not prevent the entire Contract from being void should a provision, which is of the essence of the Contract, be determined to be void.

ARTICLE 21 – EMPLOYMENT ELIGIBILITY

Consultant must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the

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employment eligibility of all persons hired by Consultant during the term of this Contract to work in Florida. Additionally, if Consultant uses subcontractors to perform any portion of the work (under this Contract), Consultant must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Consultant must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website:

www.uscis.gov/e-verify.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

County and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Contract and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 23 - CONTINGENT FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 24 - OWNERSHIP OF DOCUMENTS

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Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by County.

ARTICLE 25 - FUNDING

This Contract shall remain in full force and effect only as long as the expenditures provided for in the Contract have been appropriated by the Nassau County Board of County Commissioners in the annual budget for each fiscal year of this Contract and is subject to termination based on lack of funding.

ARTICLE 26 - NOTICE

26.1 Whenever either party desires or is required under this Contract to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

COUNTY:

Nassau County Human Resources
96135 Nassau Place, Suite 5
Yulee, Florida 32097
904-530-6075
ametz@nassaucountyfl.com

CONSULTANT:

Mr. Max Carrasquillo, CEO
President of Operations
AlertChecks, Inc.
400 State Road 436, Suite 206
Casselberry, Florida 32707
mc@alertchecks.com

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26.2 Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Email and facsimile are acceptable notice effective when received, however, notices received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

26.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

ARTICLE 27 - DISPUTE RESOLUTION

27.1 County may utilize this section, at their discretion, as to disputes regarding contract interpretation. County may send a written communication to Consultant by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth County's interpretation of the Contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to Consultant. Consultant should have a representative, at the meeting that can render a decision on behalf of Consultant.

27.2 If there is no satisfactory resolution as to the interpretation of the Contract, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by County and the cost of mediation shall be borne by Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution.

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IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first written above.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

Taco E. Pope, AICP
Taco E. Pope, AICP, County Manager
Its: Designee
Date: 7/11/2022

ALERTCHECKS INC.

Max Carrasquillo
By: Max Carrasquillo
Its: CEO/President of Operations
Date: 7/21/2022

EXHIBIT "A"

SCOPE OF SERVICES

COUNTY has been tasked to perform comprehensive background checks "as needed" on all prospective employees, volunteers, as well as on current employees seeking promotions into positions considered to warrant such checks.

All criminal history checks information shall be obtained from actual courthouse, state or ALERTCHECKS, INC.'S available repositories. Database information is acceptable if it complies with the Fair Credit Reporting Act (FCRA) (as amended).

Invoices shall be provided in accordance with the contract or in such a manner as to allow for a per-search charge. An example would be that if a request were made to search records in the State of Alabama and Gadsden County, Alabama, the invoice would provide two invoice notations reflecting the search of both Gadsden County and Alabama state records. The invoice shall provide the ability to differentiate search results by name, cost code or division/department name. For example: Development of use of internal cost code procedure that would allow itemization by name (COUNTY Division or Department - Fire, Utilities, Public Works, etc.) or by line-item code to be utilized by COUNTY for billing purposes. Monthly billing must summarize charges by name, or under cost code or division/department headings.

ALERTCHECKS, INC. shall not have direct contact with the applicant regarding any discrepancy in submitted requests. All coordination will be accomplished through the COUNTY.

ALERTCHECKS, INC. shall make every reasonable effort to obtain complete information via telephone, fax, computer system, etc., as long as these efforts do not involve direct contact with the applicant. If done by mail, ALERTCHECKS, INC. shall provide a self-addressed stamped return envelope for the return of the information requested.

Exhibit "B"

BILLING RATES

BACKGROUND SERVICES

1. Criminal County Background	\$9.75
2. Criminal State Background- FL DOC	\$9.75
3. Criminal Federal Background	\$9.75
4. Motor Vehicle Check Background	\$19.50
Includes state fees for 7 years	
5. Motor Vehicle Check Background	\$17.50
Includes state fees for 3 years	
6. New Hire Package	\$48.75
7. Volunteer Package (County and Federal)	\$19.50

All 3rd party fees are included in the above.
ACI has No Start up Fees
Reports are received instantly, real time or within 24 hours.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER El Dorado Insurance Agency, Inc. El Dorado Sec Svcs Ins Agy 3673 Westcenter Drive Houston TX 77042	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): (713) 521-9251 FAX (A/C, No): (713) 521-0125 E-MAIL ADDRESS: certificates@eldoradoinsurance.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: <u>Champlain Specialty Insurance Co</u></td> <td>16834</td> </tr> <tr> <td>INSURER B: <u>Hull & Company, Inc.</u></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: <u>Champlain Specialty Insurance Co</u>	16834	INSURER B: <u>Hull & Company, Inc.</u>		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED AlertChecks, Inc. (ACI) 400 SR 436 Suite 206 Casselberry FL 32707														

COVERAGES CERTIFICATE NUMBER: BLANKET AI (06/22) REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ERRORS & OMISSIONS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CSPI-0000358-01	3/24/2022	3/24/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	CYBER LIABILITY			C-4Mq8-194201-CYBER-2022	6/13/2022	6/13/2023	AGGREGATE LIMIT 1,000,000 RETENTION 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER Nassau County Board of County Commissioners 96135 Nassau Place, Suite 1, Yulee, FL 32097	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE R.L. Ring, Jr./KRISTI
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NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
 96135 Nassau Place, Suite 6
 Yulee, Florida 32097

John Martin
 Aaron C. Bell
 Jeff Gray
 Thomas R. Ford
 Klynt Farmer

Dist. No. 1 Fernandina Beach
 Dist. No. 2 Amelia Island
 Dist. No. 3 Yulee
 Dist. No. 4 Bryceville/Hilliard
 Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD
 Ex-Officio Clerk

MICHAEL S. MULLIN
 County Attorney

TACO E. POPE, AICP
 County Manager

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: Employee Background Services

Bid No./Contract No.: TBD

DEFINITIONS:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify System” means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with Nassau County; and

(904) 530-6100

An Affirmative Action / Equal Opportunity Employer

- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Exhibit "A") attesting that the Contractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract; and
- d) Contractor shall also require all subcontractors to execute the attached affidavit (Exhibit "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

CONTRACT TERMINATION:

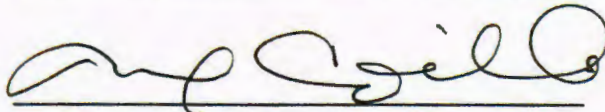
- a) If Nassau County has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the contract shall be terminated.
- b) If Nassau County has a good faith belief that a subcontractor knowingly violated §448.095(2), but the Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e) If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

EXHIBIT "A"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that AlertChecks Inc. (ACI) (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of AlertChecks Inc. (ACI) (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.



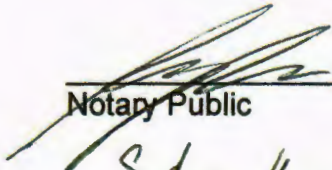
Print Name: Max Carrasquillo

Date: 5/26/22

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 26 (Date) by Max Carrasquillo, CEO (Name of Officer or Agent, Title of Officer or Agent) of AlertChecks Inc. (ACI) (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced FL DL# C624-540-54-173-0 as identification.


Notary Public
Sydney Konuch
Printed Name



My Commission Expires: 12/13/2022

EXHIBIT "B"

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that AlertChecks Inc. (ACI) (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of AlertChecks Inc. (ACI) (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Max Carrasquillo

Print Name: Max Carrasquillo

Date: 5/26/22

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 26 (Date) by Max Carrasquillo, CEO (Name of Officer or Agent, Title of Officer or Agent) of AlertChecks Inc. (ACI) (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced FL DL# C624-540-54-173-0 as identification.

Sydney Konuch
Notary Public

Sydney Konuch
Printed Name



My Commission Expires: 12/13/2022

My Company Account

My Company Profile

Company Information

Company Name

AlertChecks, Inc.

Company ID

212742

Employer ID Number

593514951

DUNS Number

129184177

NAICS Code

541

Subsector

Professional, Scientific, and Technical Services

Doing Business As (DBA)

ACI

Enrollment Date

05/12/2009

Unique Entity Identifier (UEI)

Total Number of Employees

5 to 9

Sector

Professional, Scientific, and Technical Services

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

400 State Road 436
Suite 206
Casselberry, FL 32707

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Manage and Verify Employees for Clients

Memorandum of Understanding

[View Current MOU](#)



Certificate Of Completion

Envelope Id: 9201254C136A4F588838BD770CA871D9
 Subject: Please DocuSign: CM3204 - AlertChecks, Inc. - Background Screenings - \$10,000
 Source Envelope:
 Document Pages: 43 Signatures: 9
 Certificate Pages: 6 Initials: 33
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed
 Envelope Originator:
 Tina Keiter
 tkeiter@nassaucountyfl.com
 IP Address: 50.238.237.26

Record Tracking

Status: Original Holder: Tina Keiter Location: DocuSign
 7/7/2022 9:57:48 AM tkeiter@nassaucountyfl.com

Signer Events

Lanaee Gilmore
 lgilmore@nassaucountyfl.com
 Procurement Director
 Nassau County BOCC
 Security Level: Email, Account Authentication (None)

Signature

Lanaee Gilmore
 Signature Adoption: Pre-selected Style
 Using IP Address: 50.238.237.26

Timestamp

Sent: 7/7/2022 10:28:40 AM
 Viewed: 7/11/2022 12:11:55 PM
 Signed: 7/11/2022 12:12:25 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

chris lacambra
 clacambra@nassaucountyfl.com
 OMB Director
 Nassau County BOCC
 Security Level: Email, Account Authentication (None)

chris lacambra
 Signature Adoption: Pre-selected Style
 Using IP Address: 50.238.237.26

Sent: 7/11/2022 12:12:30 PM
 Viewed: 7/11/2022 12:15:06 PM
 Signed: 7/11/2022 12:15:15 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Denise C. May
 dmay@nassaucountyfl.com
 Assistant County Attorney
 Nassau County BOCC
 Security Level: Email, Account Authentication (None)

Denise C. May
 Signature Adoption: Pre-selected Style
 Using IP Address: 67.190.215.74
 Signed using mobile

Sent: 7/11/2022 12:15:21 PM
 Viewed: 7/11/2022 12:24:41 PM
 Signed: 7/11/2022 12:25:13 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Taco E. Pope, AICP
 tpope@nassaucountyfl.com
 County Manager
 Nassau County BOCC
 Security Level: Email, Account Authentication (None)

Taco E. Pope, AICP
 Signature Adoption: Pre-selected Style
 Using IP Address: 50.238.237.26

Sent: 7/11/2022 12:25:17 PM
 Viewed: 7/11/2022 12:56:58 PM
 Signed: 7/11/2022 12:57:37 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Max Carrasquillo mc@alertchecks.com CEO Security Level: Email, Account Authentication (None)</p>	<p><i>Max Carrasquillo</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 108.189.198.238</p>	<p>Sent: 7/11/2022 12:57:41 PM Viewed: 7/21/2022 3:01:27 PM Signed: 7/21/2022 3:02:40 PM</p>

Electronic Record and Signature Disclosure:
Accepted: 7/21/2022 3:01:27 PM
ID: aa806f3c-6765-479e-860e-cb6432e64adb

<p>Clerk Finance received boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)</p>	<p><i>SB</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 12.23.69.254</p>	<p>Sent: 7/21/2022 3:02:44 PM Viewed: 7/22/2022 8:30:25 AM Signed: 7/22/2022 8:30:37 AM</p>
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Electronic Record and Signature Disclosure:
Accepted: 2/4/2021 9:59:11 AM
ID: 6238f06a-a4ad-4d45-a7f5-929d04629059

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

<p>Ashley Metz ametz@nassaucountyfl.com Human Resources Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p>	<p>COPIED</p>	<p>Sent: 7/7/2022 10:28:39 AM Viewed: 7/7/2022 10:32:28 AM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		

<p>Tracy Poore tpoore@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)</p>	<p>COPIED</p>	<p>Sent: 7/11/2022 12:12:29 PM Viewed: 7/11/2022 1:44:32 PM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		

<p>Daniel Fanger dfanger@nassaucountyfl.com Asst. OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p>	<p>COPIED</p>	<p>Sent: 7/11/2022 12:12:29 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 1/12/2022 8:21:25 AM ID: a674f252-535e-4d30-a29b-ba05d6cf52ef</p>		

Carbon Copy Events	Status	Timestamp
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<p>Clerk Admin ClerkServices@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;"> COPIED </div>	<p>Sent: 7/22/2022 8:30:42 AM Viewed: 7/22/2022 9:15:12 AM</p>
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<p>RLS Distro RLSDistribution@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;"> COPIED </div>	<p>Sent: 7/22/2022 8:30:42 AM Viewed: 7/22/2022 8:31:39 AM</p>
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<p>Procurement Staff procurementstaff@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;"> COPIED </div>	<p>Sent: 7/22/2022 8:30:43 AM</p>
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<p>Tina Keiter tkeiter@nassaucountyfl.com Employee Services Coordinator Nassau County BOCC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;"> COPIED </div>	<p>Sent: 7/22/2022 8:30:44 AM Resent: 7/22/2022 8:30:49 AM Viewed: 7/22/2022 8:45:24 AM</p>
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/7/2022 10:28:39 AM
Certified Delivered	Security Checked	7/22/2022 8:30:25 AM
Signing Complete	Security Checked	7/22/2022 8:30:37 AM
Completed	Security Checked	7/22/2022 8:30:44 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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