

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/18/2024

Contract/Lease Control #: C24-3935-PW

Procurement#: RFQ PW 15-24

Contract/Lease Type: AGREEMENT

Award To/Lessee: DAG ARCHITECTS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/16/2024

Expiration Date: 01/15/2024 W/2 ONE YEAR RENEWALS

Description of: DESIGNS FOR THE TAX COLLECTOR/COUNT GOVERNMENT SERVICES BUILDINGS

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed: _____

CC: BCC RECORDS

PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET

11526

C147935-PW

Procurement/Contract/Lease Number: RFQ 15-24 Tracking Number: 5033-24
Procurement/Contractor/Lessee Name: DAG Grant Funded: YES NO
Purpose: Annis' Design Services for Tax collector office
Date/Term: 3yr 2 1 yr renewal 1. GREATER THAN \$100,000
Department #: TBD 2. GREATER THAN \$50,000
Account #: _____ 3. \$50,000 OR LESS
Amount: for fast order
Department: PW Dept. Monitor Name: Auly

Purchasing Review

Procurement or Contract/Lease requirements are met: DeRita Mason Date: 12-19-23
Purchasing Manager or designee: _____ DeRita Mason, Erin Poole, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: no Federal buy Grant Name: _____ Date: _____
Grants Coordinator: _____ Suzanne Ulloa

Risk Management Review

Approved as written: see email attached Date: 12-20-23
Risk Manager or designee: _____ Lydia Garcia

County Attorney Review

Approved as written: see email attached Date: 12-4-23
County Attorney: _____ Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Lynn Hoshihara
Sent: Thursday, December 21, 2023 12:35 PM
To: DeRita Mason
Cc: Kerry Parsons; Odessa Cooper-Pool; Jacqueline Matichuk
Subject: Re: DAG Draft Agreement-RFQ PW 15-24
Attachments: DAG DRAFT AGREEMENT 12.21.23.docx

DeRita,

With the attached changes, this is approved.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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

From: DeRita Mason
Sent: Tuesday, December 19, 2023 8:37 AM
To: Lynn Hoshihara
Cc: Kerry Parsons; Odessa Cooper-Pool; Jacqueline Matichuk
Subject: DAG Draft Agreement-RFQ PW 15-24

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

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road

DeRita Mason

From: Odessa Cooper-Pool
Sent: Wednesday, December 20, 2023 10:20 AM
To: DeRita Mason
Cc: Lynn Hoshihara; Kerry Parsons
Subject: FW: DAG Draft Agreement-RFQ PW 15-24
Attachments: DAG DRAFT AGREEMENT.docx; 2022 DAG Hourly Billing Rates Expanded.pdf; 2023-Hourly Billing Rates_Watford.pdf; Atlas Engineering Standard Hourly Rates.pdf; BillingRates-01-01-23_HG Engineers.pdf; DAG Architects.pdf

Good morning DeRita,

The DAG Draft agreement for RFQ PW 15-24 has been reviewed and is approved by Risk Management for insurance purposes.

Thank you,

Odessa Cooper-Pool

Public Records & Contracts Specialist |Risk Management
Okaloosa County BCC
302 N. Wilson Street, Crestview, FL 32536
Office: 1-850-689-4111



"And, when you want something, all the universe conspires in helping you to achieve it."— Paulo Coelho, *The Alchemist*

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, December 19, 2023 7:38 AM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Kerry Parsons <kparsons@ngn-tally.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>; Jacqueline Matichuk <jmatichuk@myokaloosa.com>
Subject: DAG Draft Agreement-RFQ PW 15-24

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

DeRita Mason



Board of County Commissioners Purchasing Department

State of Florida

Date: December 1, 2023

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
RFQ PW 15-24

Planning & Design Services for the Okaloosa County Tax Collector Office and other County Government Services

Okaloosa County would like to thank all businesses, which submitted proposals Planning & Design Services for the Okaloosa County Tax Collector Office and other County Government Services (RFQ PW 15-24).

After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

DAG Architects, Inc.
1223 Airport Road
Destin, FL 32541

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

DeRita Mason Digitally signed by DeRita Mason
Date: 2023.11.28 12:19:39 -06'00'

DeRita Mason
Purchasing Manager



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Florida Profit Corporation
DAG ARCHITECTS, INC.

Filing Information

Document Number	F33440
FEI/EIN Number	59-2073995
Date Filed	05/08/1981
State	FL
Status	ACTIVE
Last Event	RESTATED ARTICLES AND NAME CHANGE
Event Date Filed	01/14/1999
Event Effective Date	NONE

Principal Address

1223 AIRPORT ROAD
DESTIN, FL 32541

Changed: 01/27/2010

Mailing Address

1223 AIRPORT ROAD
DESTIN, FL 32541

Changed: 02/12/2007

Registered Agent Name & Address

BAKER, JACK D
289 BEACHVIEW DRIVE, NE.
FORT WALTON BEACH, FL 32547

Name Changed: 06/27/2003

Address Changed: 06/27/2003

Officer/Director Detail

Name & Address

Title CEO

GODWIN, ROGER T
3062 FERMANAGH DR
TALLAHASSEE, FL 32309

Title VP

CLARY, CHARLES WIII
5474 GRIFFITH MILL ROAD
BAKER, FL 32531

Title President

BAKER, JACK D
289 BEACHVIEW DRIVE, NE
FORT WALTON BEACH, FL 32547

Title Secretary, Treasurer

BALLASCH, PATRICK L
2441 DUNCAN DRIVE
NICEVILLE, FL 32578

Title VP

Gipson, Owen E
420 LINDA LANE
PANAMA CITY, FL 32401

Title VP

Luttrell, David C
204 DOLPHIN STREET
GULF BREEZE, FL 32561

Title VP

Godwin, Jehna R
3062 FERMANAGH DR
TALLAHASSEE, FL 32309

Title VP

WIEGAND, JOHN L
3 TOMAHAWK CT
DESTIN, FL 32541

Annual Reports

Report Year	Filed Date
2021	02/26/2021
2022	01/04/2022
2023	02/13/2023

Document Images

<u>02/13/2023 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/04/2022 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/26/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/23/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/07/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/01/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/09/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/22/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/12/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/20/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/12/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/07/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/15/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/27/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/14/2009 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/19/2008 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/12/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/27/2006 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/13/2005 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/16/2004 -- ANNUAL REPORT</u>	View image in PDF format
<u>06/27/2003 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/02/2002 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/12/2001 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/04/2000 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/01/1999 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/14/1999 -- Restated Articles & Name Chan</u>	View image in PDF format
<u>05/18/1998 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/05/1997 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/22/1996 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/19/1995 -- ANNUAL REPORT</u>	View image in PDF format

DAG ARCHITECTS, INC.

Unique Entity ID KNYPM17EUNN8	CAGE / NCAGE 4ZAG4	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Mar 12, 2024	
Physical Address 1223 Airport RD Destin, Florida 32541-2986 United States	Mailing Address 1223 Airport Road Destin, Florida 32541-2965 United States	

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Florida 01	State / Country of Incorporation Florida / United States	URL http://www.dagarchitects.com

Registration Dates

Activation Date Mar 15, 2023	Submission Date Mar 13, 2023	Initial Registration Date Jan 31, 2008
--	--	--

Entity Dates

Entity Start Date May 15, 1981	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USApending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Active Exclusions Records?

No

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
--	--	---

Socio-Economic Types

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
4ZAG4

Electronic Business

Ⓜ
Jon H Holt, Mr.

**1223 Airport Road
Destin, Florida 32541
United States**

Jon Holt

1223 Airport Road
Destin, Florida 32541
United States

Government Business

Ⓜ
William J Fagan, Mr.

**1223 Airport Road
Destin, Florida 32541
United States**

CHARLES CLARY

1223 Airport Road
Destin, Florida 32541
United States

Past Performance

Ⓜ
Jack D Baker

**1223 Airport RD
Destin, Florida 32541
United States**

Charles Clary

1223 Airport Road
Destin, Florida 32541
United States

NAICS Codes

Primary NAICS Codes
Yes 541310

NAICS Title
Architectural Services

Yes, this entity appears in the disaster response registry.
No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	(blank)

States
**Alabama
Florida
Georgia**

Counties
(blank)

Metropolitan Statistical Areas
(blank)

**TASK ORDER AGREEMENT FOR PLANNING AND DESIGN SERVICES FOR THE
TAX COLLECTOR/COUNTY GOVERNMENT SERVICES BUILDING Between
The Board of County Commissioners of Okaloosa County
And
DAG ARCHITECTS, INC.**

This Agreement made on 16th day of January, 2024, between Board of County Commissioners of Okaloosa County [COUNTY], whose address is 1250 N. Eglin Pkwy, Shalimar, Florida 32579, and Dag Architects, Inc. [CONSULTANT], a Florida Corporation authorized to conduct business in the State of Florida, having its principal office located at 1223 Airport Road, Destin, FL 32541.

RECITALS

WHEREAS, COUNTY will require the services of qualified firms to perform Planning and Design Services for the Tax Collector Office and other county Government Services, as determined by the COUNTY; and

WHEREAS, pursuant to Section 287.055, Florida Statutes, the COUNTY has selected CONSULTANT through a competitive selection process; and

WHEREAS, the CONSULTANT has the expertise, and has thorough knowledge of such services, presented its expertise and knowledge in the statement of qualifications the CONSULTANT submitted to the COUNTY, dated November 7, 2023, in response to RFQ #PW 15-24.

NOW, THEREFORE, in consideration of the mutual promises herein, the COUNTY and the CONSULTANT agree as follows:

SECTION 1. BASIC SERVICES

1.1. Recitals. The recitals set forth above are true and correct and are incorporated herein as essential terms of this AGREEMENT. Consultant’s proposal submittal to RFQ #PW 15-24 is also made part of this AGREEMENT, attached hereto as Exhibit “B” and incorporated by reference.

1.2. Basic Services. The services to be performed under this AGREEMENT shall be specifically described for each assignment in individual Task Orders written and executed in accordance with this AGREEMENT. Each assignment may consist of the following characteristics:

1.2.1

The Okaloosa County Tax Collector currently occupies facilities located at 302 N Wilson St., Crestview, FL. The plan is to relocate the Tax Collectors operations, and potentially other County/Constitutional Offices, from the current location to an approximately 2.5-acre tract of land (parcel ID#04-3N-23-0000-0025-002A) that the County owns in the City of Crestview. All Tax Collector functions in north Okaloosa County are planned to relocate to the site along with other potential County/ Constitutional Offices. A general concept for the facility layout is included as “Figure 1 – Concept Layout”.

CONTRACT #: C24-3935-PW
DAG ARCHITECTS, INC.
DESIGN SERVICES FOR THE TAX COLLECTOR/
COUNTY GOVERNMENT SERVICES BLDGS
EXPIRATION: 01/15/2026 W/2 1 YR RENEWALS

1.2.2

Services requested will start with the development of site and facility layout concepts along with program level budget expectations. Upon selection of a site layout concept and anticipated project budget, services could extend into architectural and engineering design for the facilities and sites. If selected by the County, services to complete site and building construction documents for the new Tax Collector/Government Services Building location would be needed. Should the County elect to move forward with construction/relocation, it is the County's intent to utilize a Design – Bid – Build process.

This RFQ is for professional services that may include:

- Site layout concepts with preliminary estimates for establishing a program budget
- Construction level architectural and engineering plans to be utilized for construction bids
- Permit documents and acquisition for the associated tasked work
- Bid assistance services
- Construction Engineering & Inspection (CEI) services, including design services during construction

The project will be executed in several phases and task orders may be issued for concept development, design, bid assistance, post design, and CEI. Award of this contract does not guarantee that all phases of the work will be selected/executed.

- 1.3. Term of Agreement.** This AGREEMENT will become effective upon full execution of this document by both parties and will continue for three (3) years. Upon mutual written consent of both Parties, the AGREEMENT may be renewed for additional (2) two, (1) one-year periods. When this AGREEMENT expires, it will be automatically extended for any individual executed Task Orders until the scope of services is completed and final invoice is paid. Regarding the previous TASK ORDER AGREEMENT FOR CONSULTANT SERVICES (if applicable), any existing Task Orders for work not yet completed shall proceed and be extended under the terms and conditions of the previous agreement.

SECTION 2. ADDITIONAL SERVICES

- 2.1. Written Authorization.** Additional services may be required in carrying out the work. These Additional Services will be undertaken only upon written Amendment to the AGREEMENT and upon written authorization by both parties.

SECTION 3. OBLIGATIONS OF THE COUNTY

- 3.1. The COUNTY's Responsibilities.** It is agreed that certain obligations shall be performed or furnished by the COUNTY. These obligations include:

- 3.1.1. Designating a representative who shall have authority to transmit instructions, receive information and enunciate the COUNTY's policies and decisions; COUNTY's representative shall be identified in the AGREEMENT. The COUNTY shall have the right, from time to time, to change the Designated Representative under the

AGREEMENT, by sending notice at least ten (10) business days prior to the change in writing.

- 3.1.2. Arranging for and holding promptly any required meetings.
- 3.1.3. Making available to the CONSULTANT all known existing information which may, in any way, be pertinent to the work herein described. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the COUNTY.
- 3.1.4. Respond within a reasonable time to the CONSULTANT's requests for written decisions or determinations, pertaining to the work, so as not to delay the services of the CONSULTANT.
- 3.1.5. Giving prompt written notice to the CONSULTANT whenever the COUNTY becomes aware of any event, occurrence, condition or circumstance which may substantially affect the CONSULTANT's performance of services under this AGREEMENT.

SECTION 4. General CONSULTANT Obligations.

- 4.1. In addition to the specific scope(s) of service required under each authorized Task Order, CONSULTANT shall be responsible for the following:
 - 4.1.1. CONSULTANT shall designate in writing a person to act as CONSULTANT's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have complete authority to receive instructions and information from the COUNTY and interpret and define CONSULTANT's policies, specifications, and reports. CONSULTANT shall have the right, from time to time, to change the Designated Representative under the AGREEMENT, by sending notice at least ten (10) business days prior to the change in writing.
 - 4.1.2. CONSULTANT shall retain complete and accurate analytical and financial records of all work performed pursuant to this AGREEMENT for the longer of (1) the period of five years following completion of services; or (2) the minimum period specified by the Florida Department of State. This record retention period may, upon notice to the CONSULTANT by the COUNTY, be automatically extended during the course of any administrative or judicial action involving the COUNTY regarding matters to which the records are relevant.
 - 4.1.3. CONSULTANT shall maintain books, records, and documents directly pertinent to the performance under this AGREEMENT in accordance with generally accepted accounting principles consistently applies. The United States Environmental Protection Agency, the Comptroller General of the United States, the Department of Environmental Protection, the State, Okaloosa County, or their authorized representatives shall have access to such records for audit purposes during the term of this AGREEMENT and for five years following this AGREEMENT's completion.

SECTION 5. Consultant Indemnification and Claims.

5.1. Changes. The COUNTY may make or approve changes within the Scope of Services. If such changes affect CONSULTANT's cost of or time for performance of the Services, an equitable adjustment may be made through an amendment in writing fully executed by both parties to the AGREEMENT.

5.2. Indemnification. CONSULTANT to the fullest extent permitted by law, shall indemnify and hold harmless the COUNTY, its officers and employees for any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CONSULTANT, CONSULTANT's employees, affiliated corporations, and subcontractors in connection with Services performed. The Parties further agree that nothing contained herein is intended to nor shall be construed a waiver of the COUNTY rights and immunities under Section 768.28, Florida Statutes, as amended from time to time.

SECTION 6. TIME SCHEDULE

6.1. Authorization. Unless otherwise directed by the COUNTY, in writing, the CONSULTANT shall commence the performance of the Basic Services upon issuance of a Task Order by the COUNTY which shall constitute Authorization to Proceed.

6.2. Additional Services. Performance of any of the Additional Services described in Section 2 will commence as described in an executed written amendment to the AGREEMENT by both parties and shall be completed in accordance with a schedule set forth in the authorization.

SECTION 7. AMOUNT AND METHOD OF PAYMENT

7.1. Method of Payment. For services provided under Section 1, Basic Services, and Section 2, Additional Services, payment shall be made in accordance with each authorized Task Order. CONSULTANT will submit invoices for each Task Order to the COUNTY covering services completed to date and for those deliverables being completed and submitted. Each invoice will be prepared in CONSULTANT's standard form and supported by documentation according to CONSULTANT's standard practice. CONSULTANT shall submit a progress report with each invoice. Within thirty (30) days of receipt of the invoice, the COUNTY shall give detailed, written notice of any sums which it may reasonably dispute or contest. If the parties are unable to resolve the matter within thirty (30) days, only that portion so reasonably contested may be withheld from payment. Invoices will be numbered sequentially and specify the time period for charges, the work performed, the amount requested for that invoice and a total amount paid to date and budget remaining. The CONSULTANT shall clearly state "Final Invoice" on the CONSULTANT's final/last invoice to the COUNTY. This shall indicate that contracted services have been performed and all charges and costs have been invoiced to the COUNTY. This invoice shall close all future billings and future charges shall be waived by CONSULTANT. CONSULTANT shall deliver to the COUNTY for approval and

acceptance, and before being eligible for final payment of any amounts due, all documents and materials required.

7.2. Payment by the COUNTY. The COUNTY will process payment to the CONSULTANT within twenty-five (25) days after receipt of CONSULTANT's invoice.

7.3. Compensation. The compensation for work tasks to be defined in each Task Order for each assignment to this AGREEMENT will be based on a lump sum amount basis, or on CONSULTANT's rates, included as Exhibit A, for the actual time worked on the project. Rates are not subject to change for the first three-year term. Exhibit A also includes the rates for the additional renewal periods. Reimbursement for Direct Expenses is also included in Exhibit A.

7.3.1. Direct Expenses are those necessary costs and charges incurred for the project as described in the Task Order and further explained in Exhibit A. CONSULTANT has represented that they are local providers; therefore, in general, travel expenses are not allowed expenses and will not be reimbursed. Travel expenses may only be approved/reimbursed by the COUNTY for specialized technical support, which would be authorized in advance in the specific Task Order. Any and all direct expenses requested by the CONSULTANT shall only be eligible for reimbursement when proper documentation is provided with the invoice and payment request form. Fees not expressly provided on the rate schedule are not eligible for payment or reimbursement unless specifically authorized by a Task Order or through a subsequent written and fully executed Amendment of this AGREEMENT.

7.3.2. Rates to be utilized for the duration of this AGREEMENT are as described in the fee schedule included as Exhibit A. These rates include all allowances for salary, overhead, and fees, but do not include allowances for Direct Expenses, as outlined in Exhibit A.

SECTION 8. CHANGES

8.1. Written Authorization. The COUNTY may, at any time, by written fully executed amendment to the AGREEMENT, make changes in the services or work to be performed within the general scope of this AGREEMENT, including alterations, reductions, therein or additions thereto.

8.2. Equitable Adjustment. Upon receipt by the CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONSULTANT's ability to meet the completion dates or schedules. If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any services, an equitable adjustment may be made and the AGREEMENT shall be modified in a fully executed written amendment.

SECTION 9. DISPUTES

- 9.1. Dispute Resolution.** If a dispute or complaint [Dispute] arises concerning this AGREEMENT, CONSULTANT and the COUNTY will use their best efforts to negotiate a resolution of the Dispute.

SECTION 10. DELAY OR SUSPENSION OF WORK

- 10.1. Convenience of the COUNTY.** The COUNTY may order the CONSULTANT to suspend, delay, or interrupt all or any part of the CONSULTANT's services for such period of time as the COUNTY may determine to be appropriate for the convenience of the COUNTY.
- 10.2. Adjustment for Delay or Suspension of Work.** If the performance of all or any part of the CONSULTANT's services is suspended, delayed, or interrupted for the convenience of the COUNTY, an appropriate extension of time and compensation shall be made, and the AGREEMENT modified in writing accordingly. In the event CONSULTANT is delayed in performance of Services by any act or neglect of the COUNTY, or anyone for whom the COUNTY is responsible, then CONSULTANT's compensation and the work schedule shall be equitably adjusted in writing. CONSULTANT's work schedule shall be equitably adjusted in writing for delays due to or by Acts of God, strikes, lockouts, accidents, or other events beyond the control of CONSULTANT and the COUNTY. In the event delays are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

SECTION 11. TERMINATION OF AGREEMENT

- 11.1. Written Notice.** This AGREEMENT may be terminated by the COUNTY, without cause or for convenience, with thirty (30) calendar days' written notice. Furthermore, this AGREEMENT may be terminated with written notice for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within five (5) calendar days of written notice and diligently complete the correction thereafter.
- 11.2. Adjustment for Services Performed.** In the event that this AGREEMENT is terminated by either party, the CONSULTANT shall be compensated for all services satisfactorily performed to the date of termination including reimbursable expenses, then due, and subcontractor termination costs. Such compensation shall be based on the arrangement set forth in the AGREEMENT or subsequent Amendments, unless otherwise agreed.
- 11.3. Termination for non-adherence to Public Records.** This AGREEMENT may be unilaterally canceled by the COUNTY for unlawful refusal by the CONSULTANT to allow public access to all documents, papers, letters, or other material made or received by the CONSULTANT in conjunction with this AGREEMENT and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Art. 1, Florida Constitution.

SECTION 12. INSURANCE

12.1. CONSULTANTS INSURANCE

- 12.1.1. The CONSULTANT shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
- 12.1.2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
- 12.1.3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- 12.1.4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with a Endorsement for each policy on the Certificate of Insurance.
- 12.1.5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the CONSULTANT.
- 12.1.6. The County reserves the right at any time to require the CONSULTANT to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
- 12.1.7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contactor.
- 12.1.8. Any exclusions or provisions in the insurance maintained by the CONSULTANT that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

12.2. WORKERS' COMPENSATION INSURANCE

- 12.2.1. The CONSULTANT shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the CONSULTANT shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

12.2.2. CONSULTANT must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.

12.2.3. No class of employee, including the CONSULTANT himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

12.3. BUSINESS AUTOMOBILE LIABILITY

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

12.4. COMMERCIAL GENERAL LIABILITY INSURANCE

12.4.1. The CONSULTANT shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the CONSULTANT.

12.4.2. Commercial General Liability coverage shall include the following:

12.4.2.1. Premises & Operations Liability

12.4.2.2. Bodily Injury and Property Damage Liability

12.4.2.3. Independent Contractors Liability

12.4.2.4. Contractual Liability

12.4.2.5. Products and Completed Operations Liability

12.4.3. CONSULTANT shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

12.5. PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS' LIABILITY

12.5.1. Coverage must be afforded for Wrongful Acts, errors or omissions committed by the CONSULTANT or its employees in performing its professional services under this contract. CONSULTANT must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

12.6. INSURANCE LIMITS OF LIABILITY

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

	<u>LIMIT</u>
1. Worker’s Compensation	
1.) State	Statutory
2.) Employer’s Liability	\$500,000 each accident
2. Business Automobile	\$1M each accident (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage; \$1M each occurrence Products and Completed Operations
4. Personal and Advertising Injury	\$1M each occurrence
5. Professional Liability (E&O)	\$1M each claim

NOTICE OF CLAIMS OR LITIGATION

12.7. The CONSULTANT agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the CONSULTANT’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the CONSULTANT becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

12.8. INDEMNIFICATION & HOLD HARMLESS

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

12.9. CERTIFICATE OF INSURANCE

12.9.1. Certificates of insurance indicating the project name & number and evidencing all required coverage and if applicable and State of Florida approved Workers’ Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County BCC, 5479A Old Bethel Road, Crestview, Florida, 32536.

12.9.2. The CONSULTANT shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).

12.9.3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the CONSULTANT to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.

12.9.4. In the event the contract term goes beyond the expiration date of the insurance policy, the CONSULTANT shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

12.9.5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.

12.9.6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.

12.9.7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the CONSULTANT's full responsibility.

12.9.8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

12.10. GENERAL TERMS

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

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

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

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

12.10.5. The CONSULTANT hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

12.11. EXCESS/UMBRELLA INSURANCE

12.11.1. The CONSULTANT shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

SECTION 13. GENERAL PROVISIONS

13.1. Successors. This AGREEMENT is binding on the successors and assigns of the COUNTY and CONSULTANT. The AGREEMENT may not be assigned by CONSULTANT in whole or in part to any third parties without the written consent of the COUNTY. **Independent Contractor.** CONSULTANT represents that it is an independent contractor and is not an employee of the COUNTY and CONSULTANT shall be solely responsible for, at its own expense, withholding of all taxes, social security and insurance payments for its employees or agents. Under no circumstances shall CONSULTANT or any of CONSULTANT's employees look to the COUNTY as his/her employer, or as partner, agent or principal. Neither CONSULTANT nor its employees shall be entitled to any benefits accorded to the COUNTY's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. **Notices.** Written notices may be delivered in person or by certified mail, or by facsimile, or by courier. All notices shall be effective upon the date of receipt by the party. Notices shall be delivered or sent to the designated representative of the other party. All notices required in this AGREEMENT shall be in writing to the Designated Representative listed below:

13.3.1. Representatives.

13.3.1.1. The authorized representatives of the COUNTY shall be:

Name: Jason Autrey
Title: Director, Public Works
Company: Okaloosa County
Address: 1759 S. Ferdon Rd.

Telephone: 850-689-5772
Facsimile: _____
E-Mail: jautrey@myokaloosa.com

13.3.1.2. The authorized representative for CONSULTANT shall be:

Name: Charles Clary
Title: President
Company: DAG Architects, Inc.
Address: 1223 Airport Rd.
Destin, FL 32541

Telephone: 850-837-8152
Facsimile: _____
E-Mail: cclary@dagarchitects.com

13.3.1.3 Courtesy copy to:

Contracts & Leases Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Fax: 850-689-5998

An address change may be sent to the other party at least ten (10) business days prior to its effective date.

13.4. Entire AGREEMENT. This AGREEMENT, including any Amendments, schedules, attachments and referenced documents, is the entire agreement between the COUNTY and the CONSULTANT. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this AGREEMENT shall be in writing and fully executed by the COUNTY and CONSULTANT. Attachments included and incorporated herein by reference are:

13.4.1. Exhibit A – Compensation and Hourly Per Diem Rate Schedule and Standard Rates for Direct Expenses for Professional Consulting Engineering Services.

13.4.2. Exhibit B - CONSULTANTS proposal submittal to the COUNTY for RFQ #PW 15-24.

13.5. Governing Law & Venue This AGREEMENT shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this AGREEMENT shall be in Okaloosa County, Florida.

13.6. Compliance with the Law. CONSULTANT shall comply with all applicable federal, state, and local rules and regulations in providing services to the Department under this AGREEMENT. CONSULTANT acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations.

13.7. Waivers and Severability. Unless otherwise specified in this AGREEMENT, a waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this AGREEMENT invalid, illegal, or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect. Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

13.8. Covenants.

13.8.1. The standard of care applicable to CONSULTANT's technical and accounting or related services will be the degree of skill and diligence normally employed by

Accountants or consultants performing the same or similar services at the time said services are performed. CONSULTANT will re-perform any technical accounting or related services not meeting this standard without additional compensation. CONSULTANT represents that it has or will secure at its own expense all necessary personnel, software, and equipment required to perform the services required by this AGREEMENT, unless modified by an Amendment. Such personnel shall not be employees of, or have a contractual relationship with the COUNTY. CONSULTANT shall be solely responsible for adequate management and supervision of its employees, agents, and its subcontractors, the means, methods and techniques of performing its services and the technical accuracy and adequacy of reports of analysis and other deliverables required under this AGREEMENT.

13.8.2. CONSULTANT warrants that it will perform its services in accordance with and comply with applicable Federal, State and local laws, ordinances, and regulations, including but not limited to, applicable provisions of the Federal Clean Air Act, as amended and the Federal Occupational Health and Safety Act, as amended at the time said services are performed.

13.9. Lower-Tier Subcontracts. CONSULTANT warrants that it will not subcontract any portion of the services to be performed under this AGREEMENT without the prior written consent of the COUNTY, which consent may be withheld at the COUNTY's sole discretion. CONSULTANT warrants that it will bind all approved, lower-tier subcontractors to the provisions of this AGREEMENT. However, neither this AGREEMENT, nor any lower-tier subcontracts will create any contractual relationship between any lower tier subcontractor and the COUNTY, nor shall the COUNTY have any liability to any lower-tier subcontractor. The CONSULTANT shall be solely responsible for the satisfactory performance of services subcontracted by the CONSULTANT.

13.10. Unauthorized Employment. The employment of unauthorized aliens by CONSULTANT and any subcontractors subcontracted by the CONSULTANT is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the CONSULTANT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

13.11. Confidentiality and Public Records.

13.11.1. CONSULTANT warrants that it will not disclose and will hold confidential all technical data or other information furnished to CONSULTANT by the COUNTY, or reviewed or generated by CONSULTANT, including without limitation, all data reports, opinions, conclusions, or recommendations prepared by CONSULTANT.

13.11.2. Notwithstanding the foregoing, CONSULTANT shall not be obligated to maintain confidentiality of any such information if (1) its disclosure is required by applicable law or regulation, including but not limited to, Florida Statutes Chapter 119; (2) its disclosure is ordered by a court of competent jurisdiction or other governmental order or directive; (3) the COUNTY consents in writing (4) the information is/or becomes part of the public domain through no fault or negligence of CONSULTANT; or (5) CONSULTANT lawfully possessed the information prior to receipt from the COUNTY, provided however, in the event

the CONSULTANT shall be so required to disclose any such information pursuant to (1) or (2) above, CONSULTANT shall prior to disclosure, give notice to the COUNTY, who shall have the right, at its own expense, to interpose all objections it may have to the disclosure of the information.

13.11.3. Public Records. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST, CRESTVIEW, FL 32536. PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

CONSULTANT must comply with the public records laws, Florida Statute Chapter 119, specifically CONSULTANT must: (1) Keep and maintain public records required by the COUNTY to perform the service; (2) Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the COUNTY; (4) Upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of the contractor or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

13.12. Conflict of Interest. CONSULTANT warrants that it and its employees do not have, nor shall they acquire any interest, direct or indirect which would constitute a conflict of interest in the performance of the services required under this AGREEMENT. A conflict of interest is defined to be any interest which in the COUNTY's reasonable judgment has the affect or appearance of affecting CONSULTANT's impartial performance of its services.

13.13. Third Party Beneficiaries. It is specifically agreed between the parties executing this AGREEMENT that it is not intended by any of the provisions of any part of the AGREEMENT to create in the public or any member thereof, a third-party beneficiary

under this AGREEMENT, or to authorize anyone not a party of this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT.

13.14. Order of Precedence. In the event of conflict between provisions of this AGREEMENT, the conflict or ambiguities shall be resolved by giving precedence as follows: the more specific and detailed provision shall take precedence.

13.15. Publicity. CONSULTANT shall not disclose the COUNTY's name or the nature of its services being provided or engage in any other publicity or public media disclosures with respect to its services to be performed under this AGREEMENT without the prior written consent of the COUNTY.

13.16. Taxes. CONSULTANT agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, as it pertains to this AGREEMENT. CONSULTANT further agrees that it shall protect, reimburse, and indemnify the COUNTY and assume all liability for its tax and assessment obligations under the terms of this AGREEMENT.

SECTION 14. SPECIAL PROVISIONS, EXHIBITS AND SCHEDULE

14.1. This AGREEMENT is subject to the following special provisions:

14.1.1. Opinions of Cost, Financial Considerations, and Schedules. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules, CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate cost or schedule. Therefore, CONSULTANT makes no warranty that actual costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates. The COUNTY will employ an independent cost estimator, contractor, or other appropriate advisor if the COUNTY requires greater assurance as to any element of cost, feasibility, or schedule.

14.1.2. Advertisements, Permits, and Access. Unless otherwise agreed to in the executed Task Orders, the COUNTY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services or project construction.

14.1.3. CONSULTANT's Deliverables. CONSULTANT's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by CONSULTANT are for the COUNTY's convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

14.1.4. Legal Assistance. The Scope of Services in this AGREEMENT does not include costs of CONSULTANT for required or requested assistance to support, prepare,

document, bring, defend, or assist in litigation undertaken or defended by the COUNTY. All such services required or requested of CONSULTANT by the COUNTY, except for suits or claims between the parties to this AGREEMENT, or where both are parties to a suit or claim, will be reimbursed to the COUNTY as mutually agreed, and payment for such services will be in accordance with a separate fully executed written Amendment to this AGREEMENT.

14.1.5. **Audit and Record Keeping.** The COUNTY and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the CONSULTANT with the terms, conditions, obligations, limitations, restrictions and requirements of this AGREEMENT and such right shall extend for a period of five (5) years after termination of this AGREEMENT. The CONSULTANT shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied.

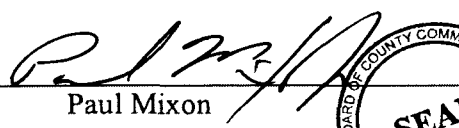
SECTION 15. AUTHORIZATION FOR EXECUTION

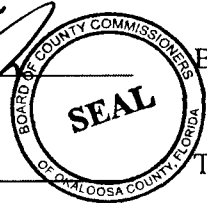
15.1. **Execution Authority.** This AGREEMENT is a valid and authorized undertaking of the COUNTY and CONSULTANT. The representatives of the COUNTY and CONSULTANT who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year shown on first page of this AGREEMENT.

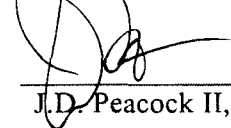
COUNTY
Board of County Commissioners of
Okaloosa County

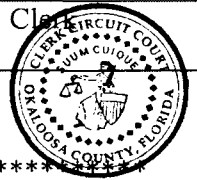
CONSULTANT
DAG ARCHITECTS, INC.

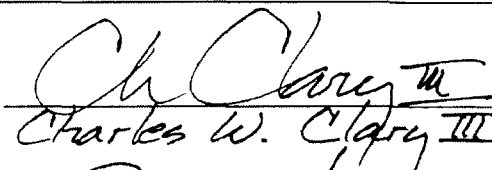
By: 
Paul Mixon



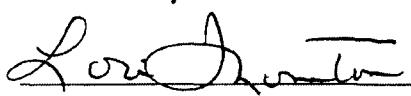
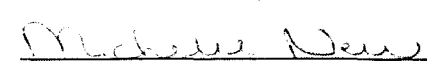
Title: Chairman

Attested: 
J.D. Peacock II, Clerk



By: 
Charles W. Clary III

Title: Principal

Witness 1: 
Witness 2: 

***** END *****

EXHIBIT 'A'
COMPENSATION AND RATES



ARCHITECTS

Atlanta
Destin
Panama City
Pensacola
Melbourne
Tallahassee

AR0009694

2022 DAG Hourly Billing Rates

Senior Principal	\$275 per hour
Principal	\$250 per hour
Junior Principal	\$225 per hour
Associate Principal II	\$200 per hour
Associate Principal I	\$150 per hour
Senior Project Manager/Senior Project Architect	\$150 per hour
Project Manager/Project Architect	\$135 per hour
Senior Architectural Staff	\$125 per hour
Architectural Staff	\$110 per hour
Associate Architectural Staff	\$ 95 per hour
Senior Interior Designer	\$125 per hour
Interior Designer	\$ 85 per hour
Graphic Designer	\$ 85 per hour
Intern Architect	\$ 75 per hour
Senior Administrative Staff	\$ 80 per hour
Administrative Staff	\$ 60 per hour



2023 Hourly Rates

<u>Classification</u>	<u>Rate/Hr</u>
Principal (PE)	\$225
Senior Project Manager (PE)	\$195
Project Manager	\$180
Energy Manager (PE)	\$150
Construction Administrator	\$100
Graduate Engineer	\$100
Designer	\$90
Drafter	\$80
Clerical	\$70
Effective January 5, 2023	

December 13, 2023



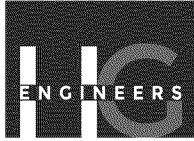
455 Harrison Ave, Suite B
Panama City, Florida 32409
(850) 257-5316
www.atlaseng.us

Re:	Standard Hourly Rates
------------	-----------------------

Mr. Clary,

Please find the list of our standard hourly rates presented below.

Provider/Services	Rate per Hour
Senior Structural Engineer/Principal	\$200.00
Engineering Intern/Structural Designer	\$150.00
Drafting Technician	\$125.00
Administrative/Clerical	\$75.00



BILLING RATE SCHEDULE – FISCAL YEAR 2023

BILLING RATES

A. PROFESSIONAL DESIGN SERVICES

Senior Professional Engineer – Electrical	\$257.00/hr
Project Degreed Engineer – Electrical	\$190.00/hr
Communications Design Professional	\$179.00/hr
LEED Design Professional	\$179.00/hr
Lighting Design Professional	\$168.00/hr
Lighting Controls Design Professional	\$168.00/hr
Construction Manager	\$151.00/hr
Commissioning Agent	\$151.00/hr
Senior Electrical Designer	\$123.00/hr
Electrical Designer	\$100.00/hr

B. PROFESSIONAL DRAFTING SERVICES

BIM Manager	\$151.00/hr
REVIT Drafting	\$ 90.00/hr
AutoCAD Drafting	\$ 78.00/hr

C. PROFESSIONAL TESTING SERVICES

30-Day Meter Installation & Evaluation	\$3,360/location
NICET Level II Technician	\$207.00/hr
Master Electrician	\$179.00/hr

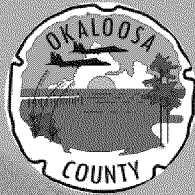
D. ADMINISTRATIVE SUPPORT SERVICES

Manager of Contracts / Accounting / Human Resources	\$ 123.00/hr
Proposal Writer	\$ 89.00/hr
Marketing / Administrative Assistant	\$ 73.00/hr

ADDITIONAL BILLING EXPENSES

Printing Expense – 22x36	\$2.85 per sheet
Printing Expense – 24x36	\$2.80 per sheet
Printing Expense – 30x42	\$3.65 per sheet
Printing Expense – 11x17	\$1.95 per sheet
Mileage	\$0.655 per mile

EXHIBIT "B"
CONSULTANTS PROPOSAL



PLANNING AND DESIGN SERVICES FOR THE
**OKALOOSA COUNTY TAX COLLECTOR OFFICE
AND OTHER COUNTY GOVERNMENT SERVICES**

PROJECT NO. RFQ PW 15-24



CONTENTS

01	LETTER OF INTEREST
02	PROJECT UNDERSTANDING AND APPROACH
03	PLANNING & DESIGN EXPERIENCE OF FIRM/TEAM
04	CEI EXPERIENCE OF FIRM/TEAM MEMBERS
05	ORGANIZATION & STAFFING

06	AVAILABILITY OF WORKLOAD AND WILLINGNESS TO MEET TIME REQUIREMENT
07	PREVIOUS PROJECTS IN OKALOOSA COUNTY
08	ADDITIONAL INFORMATION & COMMENTS
09	BUSINESS CREDENTIALS AND OTHER
10	FINANCIAL STABILITY



01 LETTER OF INTEREST





ARCHITECTS

DAG Architects Inc.
FL License #AAC00745
1223 Airport Road
Destin, Florida 32541
850.837.8152
DAGarchitects.com

November 7, 2023

DeRita Mason, Sr. Contracts and Lease Coordinator
Okaloosa County Administration Building
1250 Eglin Parkway
Shalimar, FL 32579
(850) 589-5960

Re: Planning and Design Services for the Okaloosa County Tax Collector Office and other County Government Services, RFQ PW 15-24

Dear Members of the Selection Committee,

On behalf of DAG Architects, I would like to express our interest in the planning and design of the Okaloosa County Tax Collector's Office. Our firm has a strong commitment to serving the communities of Okaloosa County and a proven track record of delivering exceptional architectural solutions.

DAG Architects is no stranger to the unique needs and characteristics of Okaloosa County. We have undertaken significant projects demonstrating our deep understanding of the county's needs. Several years ago, we had the privilege of developing the master plan for the Civic Complex, a project that required meticulous attention to detail and a keen understanding of the local environment. Additionally, our work on the Crestview Library showcases our expertise in creating modern, functional spaces that enhance the local community's quality of life. At the County level, we worked with Okaloosa County to develop the County Administration Building in Shalimar. We also worked with the Tax Collector and his staff to develop a plan to utilize existing systems and furnishings to transition from a rental property to their new offices. That work proved highly valuable when it came time for them to move.

Our experience extends beyond individual projects. We have a proven history of collaborating with local and state agencies and municipalities, giving us a comprehensive understanding of the regulatory and permitting processes essential for successful public projects. This experience ensures that we can navigate the complexities of Okaloosa County projects with efficiency and expertise.

Moreover, we are actively engaged in Okaloosa County by participating in the local Chambers of Commerce for Crestview, Fort Walton Beach, and Destin, local civic clubs; and the Okaloosa County Economic Development Council. These affiliations enable us to remain connected with the community, stay informed about its evolving needs, and ensure our designs align with the county's long-term vision for growth.

The proposed sub-consultants have worked with us on past Okaloosa County projects, including the Tax Collectors office in Shalimar. Our Consultants' offices are also conveniently located in the area for close coordination.

DAG Architects, is committed to creating innovative, sustainable, and aesthetically pleasing architectural solutions that meet the unique needs of our clients. We are confident that our previous experience, commitment to community engagement, and extensive knowledge of Okaloosa County make us the ideal partner for the planning and design of the Okaloosa County Tax Collector's Office.

Thank you for considering DAG Architects as a partner for this critical project. We look forward to the opportunity to contribute to the continued growth and prosperity of Okaloosa County.

Sincerely,




Charles W. Clary III



ARCHITECTS

DAGarchitects.com



02 PROJECT UNDERSTANDING AND APPROACH

Collaborative Planning and Design Approach

Our process is about asking the right questions based on our experience; having the patience and skills to carefully listen and learn from responses we receive; using our skills to assimilate what we learn and synthesize effective concepts; and reviewing our findings and concepts with stakeholders to validate our conclusions.

Initially, our process integrates experts, architects, and specialty engineers into a high-performance work team. Our experts remain engaged in the process from project initiation through commissioning and occupancy. They work jointly and in parallel to benchmark, plan, and design facilities which are responsive to the project's requirements.

Approach and Methodology to Programming and Planning

Obtaining, documenting, and meeting your goals and objectives, as well as analyzing and incorporating applicable codes, are vital pieces



of the programming and planning stages. During this stage, project scheduling, organizing, performance requirements, and environmental criteria are formulated and prepared for implementation by the team. The process outlined below is typical of our approach.

Data Collection and Documentation

Our first step to begin the planning process is to collect all available data pertaining to the property, including

site surveys, built surveys, civil plans, landscape plans, architectural plans, and utility plans.

The primary objective of this phase of work is to obtain all information currently available in regards to the property, the buildings, and the costs to maintain and operate the facility. In an effort to document the data collected, we typically produce a conceptual site model of all reference material provided.

Analysis of Existing Conditions

To establish a baseline for the viability of any options, the information obtained from the collection and documentation phase must be analyzed. This analysis will culminate in a graphic plan identifying the structure and a narrative that summarizes the building plan.

As we move into the programming and conceptual phases, this information is used to compare the estimated costs of construction.

Bay County Courthouse, Panama City, FL



Establish Goals and Priorities

Coinciding with the data collection and analysis, we develop and confirm a list of goals and priorities. The most critical component for the project's success is starting with the proper foundation. Our approach is detailed, sophisticated, and valuable. Through our past experience, we have found that the best tool to define goals and priorities is a visioning session.

Our team interviews users and facilitates workshops to define scope, vision, goals, and objectives. This process fosters open-mindedness and creativity, which leads to innovative solutions and synthesis. This builds trust, increases the team's sense of ownership, and helps gain consensus with the many players involved in the project.

Through these efforts, we gain the endorsement of interested groups, keep the design process moving efficiently, and build the foundation for a project that reflects the values and aspirations of everyone involved.

Program and Opportunities

Our process ensures that any plan supports the County's goals, has a clear identity, establishes a specific architecture, and provides flexibility for expansion or contraction. Our intention during programming is to take a big picture attitude toward the whole project. During this phase, our

team develops an initial list of required spaces, determines an estimate of the required square footages of each space, and gains a conceptual understanding of the site zoning, parking, and storm water management requirements.

As this information is compiled, we begin to determine critical project needs due to phasing and we prioritize the program components into an implementation plan. This data is synthesized to establish the design criteria for the planning process.

Initial Schemes

From the design criteria, we explore different concepts that are reviewed and incorporated into the conceptual master plan.

During this phase, DAG further studies programming, building and open space configurations, parking strategies, and regulatory requirements. The team works with you to determine the best approach to meet the overall goals and refine the selected scheme prior to finalizing the conceptual master plan.

Conceptual Master Plan

A conceptual site plan, floor plans, and building elevations are developed and presented based on the solution derived from the initial schemes. This concludes the scope of this proposal and provides the client with the collateral information

necessary to begin any funding requests as well as providing the starting point for the of the project. The site plan depicts the revised building footprint, the required site improvements, and provides an overall understanding of the redevelopment's relationship to the surrounding area. The schematic renderings provide a perspective view of the project and depict the architectural character and massing of the proposed building and site improvements. The conceptual floor plans depict the proposed layout of each space and coincide with the inventory of spaces developed in the programming phase. We develop these in a format suitable for efficient marketing purposes as well as preliminary cost analysis and constructibility review for regulatory requirements.

Cost Estimating

Our extensive local experience and in-house cost estimating capabilities help us determine a realistic and achievable budget from the outset of the project. Then, after each phase of the work is complete, we prepare an estimate of the probable cost.

If it looks like the budget will be exceeded, we work closely with the you to resolve the problem. We can either prepare a menu of cost-saving items to consider removing, or we can prepare phasing plans and structure the work so that desired items can be included in the future as additional funding becomes available.

Interaction of Consultants During Construction Administration

Regular and frequent communication among team members ensures the latest information is built into the project. Updated schedules and monthly pay requests are carefully reviewed and any issues resolved immediately.

By being accessible to you and the contractor, we are able to communicate and respond quickly and effectively to any issues that may arise.

Our construction contract administrator and/ or the architect will attend the pre-construction conference, as well as any pre-installation conferences and construction progress meetings on-site.

Construction progress is recorded, photos are taken and meeting minutes are written.

We work closely with our consultants throughout all phases of the project. During construction administration, we maintain close contact to expedite RFIs, discuss potential issues, and solve any problems which arise.

Consultants are required to attend weekly job site construction meetings during critical phases of their work. Consultants are also distributed weekly meeting minutes and provide comments on any issue which may have an impact on their work. Consultants also are made aware of the construction schedule and are required to coordinate their workload to provide efficient processing of contractor submittal.

Frequency of Site Visits and Reports

The success of a project depends, in large part, on construction management services.

- » Regularly scheduled site visits and meetings aid in problem solving and enhanced coordination.
- » Distribution of meeting minutes is required to all attendees within three days after a meeting.
- » The use of standardized practices, checklists, and frequent visits and meetings lead to a more streamlined project.

The frequency of site visits depends on the type of work and the phase of the project. We normally plan to be on site during construction at least once a week.

We will hold a team meeting during each visit to discuss issues with the owner's representatives, the contractor, and others, depending on the stage of the construction. Typically the site visits last between two and four hours.

Visits are documented by field reports, photographs, and an ongoing list of action items. This list is used to monitor and track progress and resolutions to every issue that arises on the construction site.

During substantial and final completion inspections, site visits will typically last a full day.

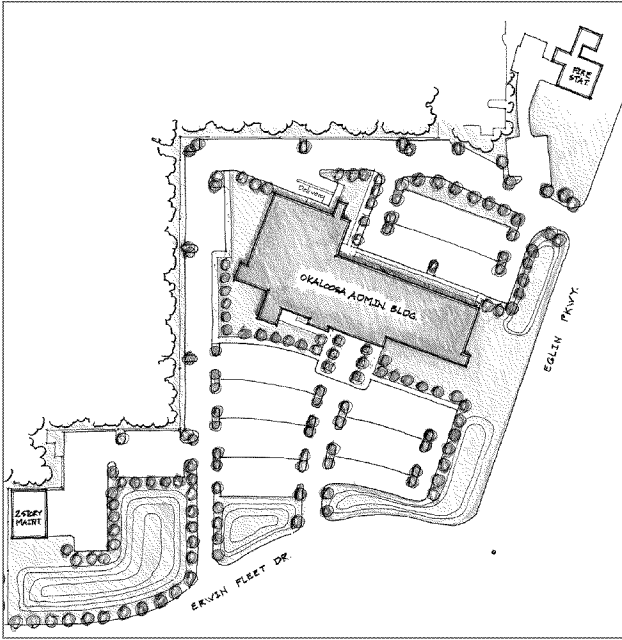


03 PLANNING & DESIGN EXPERIENCE OF FIRM / TEAM MEMBERS

DAG Architects has an extensive history with local governments throughout Northwest Florida, completing more than 75 projects in our history.

The projects listed on the following pages demonstrate DAG Architects' capabilities and our ability to deliver accurate and timely plans and specifications. Our understanding of Florida building code requirements, combined with our history with Okaloosa County, gives us the ability to utilize our creativity and value of aesthetics.

We provided architecture, visioning and programming, master planning, interior design, graphic design, and construction administration for many similar local government projects. We work with many regional, state, and local governments to meet the ever-changing design demands of modern facilities.



OKALOOSA COUNTY ADMINISTRATION BUILDING

This new 63,500 square foot administrative office building replaced the outdated Courthouse Annex complex in Shalimar, and allowed the County to consolidate operations and improve efficiency. Initially, DAG and design-build partner Lord & Son were hired by the County to renovate the Annex to bring it up to current code compliance and improve security. After a detailed evaluation and programming phase, we determined the most cost effective solution was to replace the old building with a new one that meets the current requirements of the County's staff. The new three-story building has allowed this Northwest Florida county to consolidate their

administrative departments, previously located in leased facilities that cost the County nearly \$1 million each year in rent.

New offices, conference rooms, and support spaces are provided for the County Commissioners and the County Manager, including a new board chamber that accommodates more people and has the latest technology. County departments such as the Tax Collector, the Property Appraiser, the Supervisor of Elections, Growth Management, Information Systems, Veterans Services, and the Guardian ad Litem also have new offices.

Project Name **Okaloosa County Administration Building**
 Owner **Okaloosa County Board of County Commissioners**
 Location **Shalimar, FL**
 Project Value **\$12.08M**
 Project Size **63,500 SF**
 Firm's Role **Architect**





PANAMA CITY BEACH CITY HALL

The City of Panama City Beach City Hall was designed to complement the style of the new town center and to deliver the spaces needed by the city and constituents, as defined in the City's Master Plan. With approximately 12,500 SF of space on the ground floor, this building includes a council meeting auditorium, new front lobby, and a waiting area/pre-

function space. The building also includes offices for City administrative staff, including Civil Service, Human Resources, Payroll, Accounts Payable, CFO, PIO, City Clerk, Council Members, City Manager, and the Mayor. The second floor contains 1,500 SF of much needed storage space.

Project Name **Panama City Beach City Hall**

Owner **City of Panama City Beach**

Location **Panama City Beach, FL**

Project Value **\$3.8M**

Project Size **12,500 SF**

Firm's Role **Architect**





ESCAMBIA COUNTY TAX COLLECTOR'S OFFICE

The project encompasses a 9,500 square foot facility meticulously designed to prioritize efficiency, comfort, and longevity for both visitors and staff. This Tax Collector's office plays a crucial role in processing an average of 4,500 titles and tag registrations, along with 1,200 driver's licenses each month, making the creation of a seamless and streamlined client flow essential.

The architectural design and interior layout have been carefully crafted to ensure an efficient and smooth experience for clients as they navigate various processes. Multiple service counters, strategically located within the facility, facilitate a well-organized and expeditious transaction process. Additionally, queuing areas, digital information screens, and designated service zones have been incorporated to further enhance the flow of clients, minimizing wait times and optimizing the utilization of staff resources.

Comfort is of paramount importance in this facility. Ample seating areas, with ergonomic chairs and waiting spaces, have been thoughtfully arranged to make clients' visits as pleasant as possible. The inclusion of climate control systems ensures a comfortable environment, regardless of the season. Natural light is maximized through the use of large windows, creating a welcoming and inviting atmosphere for clients and staff alike.

The Escambia County Tax Collector's office is a meticulously designed and efficiently organized facility that places client experience at the forefront. With a focus on seamless client flow, client comfort, an attractive and timeless design, and sustainability, it is poised to serve the county and its constituents effectively for years to come.

Project Name **Escambia County Tax Collector's Office**

Owner **Escambia County**

Location **Pensacola, FL**

Project Value **Confidential**

Project Size **9,500 SF**

Firm's Role **Architect**





PANAMA CITY CITY HALL

Panama City's desire to regenerate and transform the downtown area and its marina needed to start with the relocation of the city hall. The purchase and renovation of the old Trustmark Building allowed the City to combine most of its services under one roof. The 58,000 square foot facility was initially thought to only require minor renovations to move in and occupy. That scope, however, did not include the exterior skin or the roof. The city chose to address those issues during the renovation and tasked DAG Architects with creating a new experience for this prominent city corner in hopes of inspiring a new standard for design in the downtown area.

A new exterior was developed to enhance the "feel" of the building from the street side and allow more natural light into the building. These design elements will pay dividends for years to come in the form of greater public and employee comfort as well as lower energy costs for the City throughout the life of the building.

Project Name **City of Panama City, City Hall Renovation**

Owner **City of Panama City**

Location **Panama City, FL**

Project Value **\$10M**

Project Size **58,000 SF**

Firm's Role **Architect**



OKALOOSA GAS DISTRICT

DAG assisted in the planning, design, and construction of the Okaloosa Gas District's new facilities. We developed the master plan, program, and concept design for the Valparaiso campus. The facilities include a 101,000 SF administration building, 200-car parking deck, warehouse, meter shop, fleet maintenance shop, weld shop, fuel depot, associated surface parking, and site improvements. The project is presently in the Schematic-Design Development, Construction Documents, and Administration Review stage.

DAG is also developing and planning another facility for Okaloosa Gas in Crestview. The Crestview consisting of a call center, staff offices for 10 employees, retail showroom, customer payment desk, drive through payment lane, and associated parking for staff and public. There will be approximately 100 parking spaces of which 15 spaces will be sized for large service vehicles.

Project Name **Okaloosa Gas District**

Owner **Okaloosa Gas District**

Location **Valparaiso, FL**

Project Value **Confidential**

Project Size **121,300 SF**

Firm's Role **Architect**



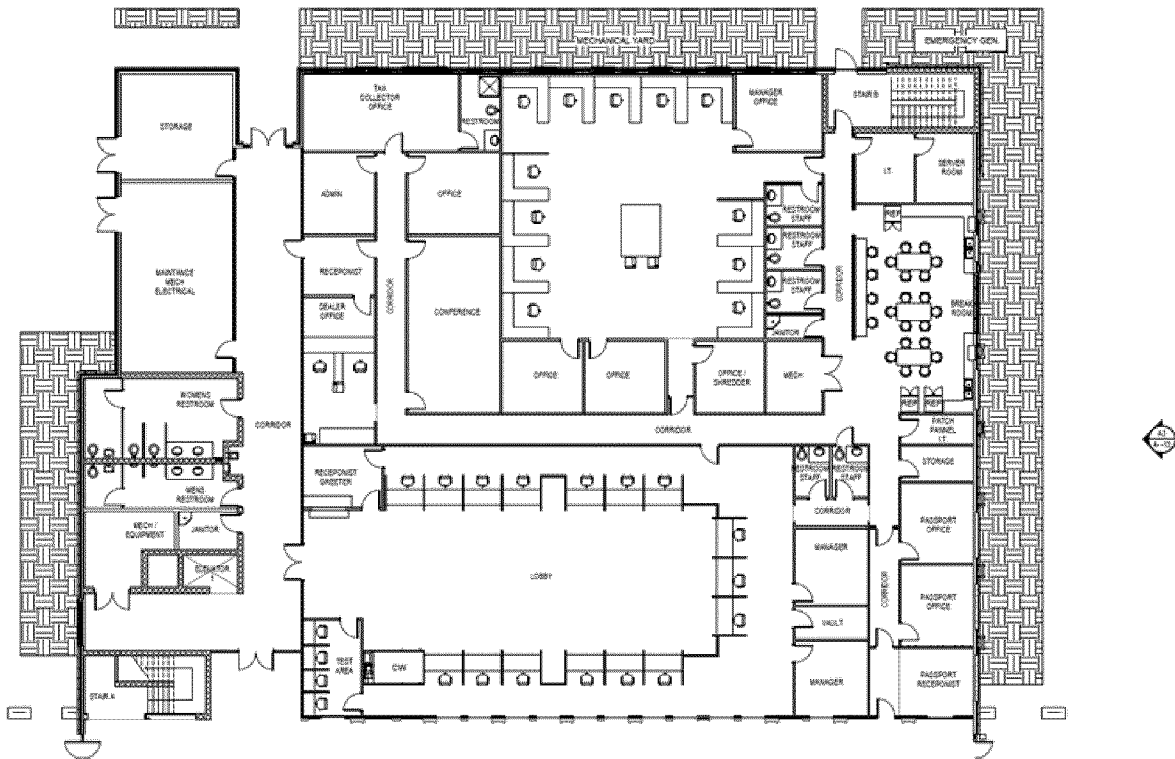


OKALOOSA COUNTY SCHOOLS ADMIN BUILDING

This multi-phased renovation project is focused on transforming an existing retail building into modern and functional administration offices. The renovation includes the creation of a state-of-the-art boardroom, executive offices, and versatile training and conference spaces. To minimize disruptions, the work will be completed in several well-coordinated phases, ensuring a smooth transition from retail to office use while maximizing efficiency and minimizing downtime.

Project Name
Okaloosa County Schools Admin Building
 Owner **Okaloosa County Schools**
 Location **Niceville, FL**
 Project Value **Confidential**
 Firm's Role **Architect**





OKALOOSA COUNTY TAX COLLECTOR OFFICE MASTERPLAN

This property consists of approx. 2.53 acres located in the northwest corner of the city's 15-acre Civic Complex development in Crestview, FL. The building's windows, colonnade, and accessibility play an integral part in its expression and functionality. Brick and stone have been considered as the building's materiality.

Lessons learned from our experience with the carefully crafted Okaloosa County's Government Administration Building in Shalimar FL. we approached our process.

Our clients wanted to add function that will help them with their current and future needs. In collaborating with our client, we help them express their culture and work style and look towards their future growth.

Several planning elements from our previous program design in the Shalimar building were utilized. We incorporated design and material into the project based on our previous work with the Tax Collector's Office.

Project Name
Okaloosa County Tax Collector Office Masterplan
 Owner **Okaloosa County**
 Location **Crestview, FL**
 Firm's Role **Architect**





OKALOOSA COUNTY TAX COLLECTOR OFFICE MASTERPLAN





WALTON COUNTY BUILDING PERMITTING AND TRAINING FACILITY

The design of this new 37,000 SF three-story office building prioritizes modern aesthetics, sustainability, and functionality. With an emphasis on flexible office spaces, green technologies, and employee well-being, DAG aims to create a vibrant and environmentally responsible work environment that meets the evolving needs of the Walton County workforce while harmonizing with its surroundings.

Project Name
**Walton County Building Permitting
and Training Facility**

Owner **Walton County**

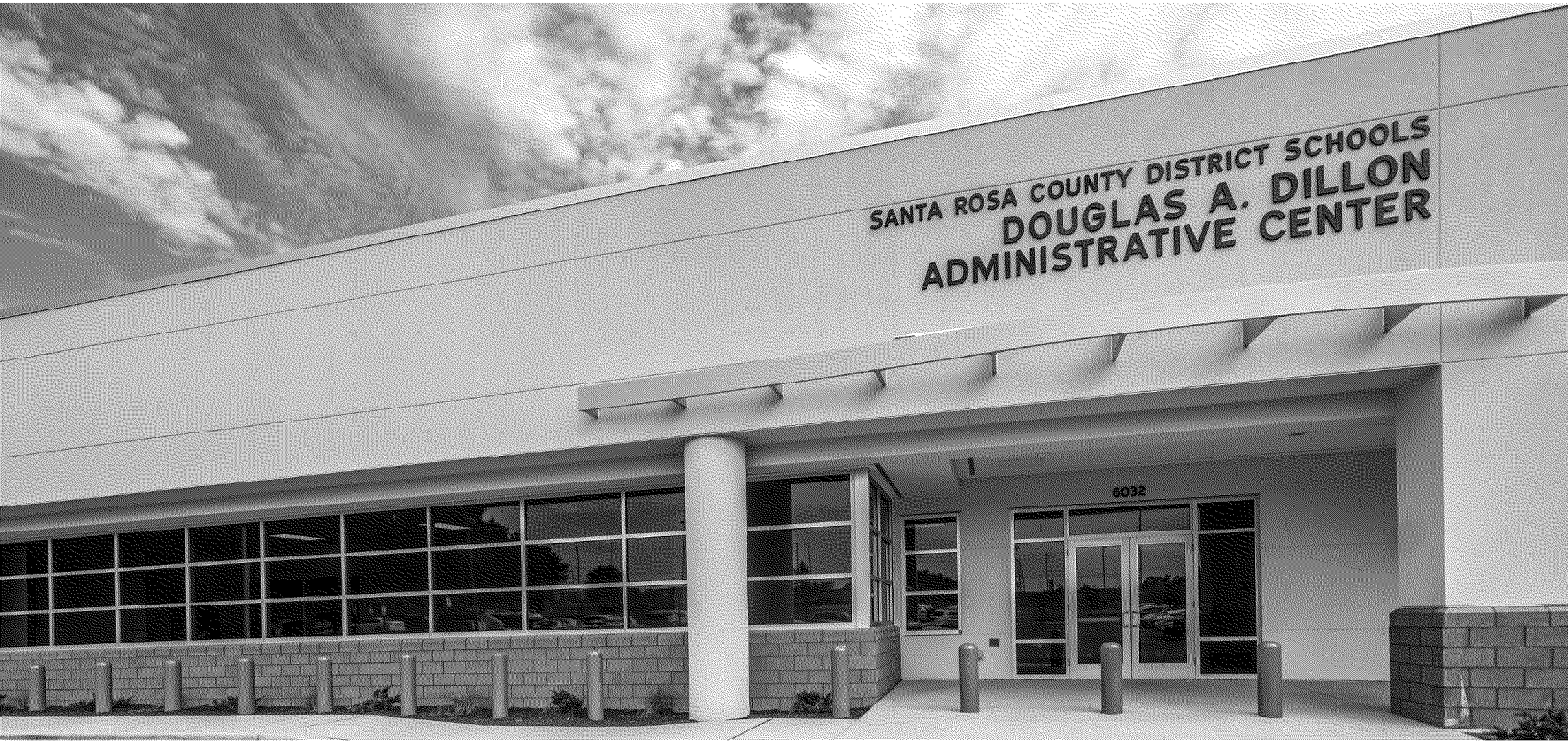
Location **DeFuniak Springs, FL**

Project Value **TBD**

Project Size **37,000 SF**

Firm's Role **Architect**





SRCDS DOUGLAS A. DILLON ADMINISTRATIVE CENTER

DAG Architects was challenged with renovating a 46,000 SF vacant grocery store into a modern office building for Santa Rosa County District Schools. The building is an example of adaptive reuse, and by reusing the existing steel structure, roof deck, and exterior concrete masonry walls the school district was able to reduce the overall building construction cost. This sustainable approach utilized a site with existing utility infrastructure, a parking lot, and a stormwater pond which also reduced the client's overall project cost.

The building functions as an Administrative Office for Santa Rosa County School District and combined 6 departments: Curriculum & Assessment, Professional Development, ESE, Student Services, HR and Risk Management Departments. The departments were moved from 3 different locations to provide a more efficient facility that could share amenities. These departments now have a modern facility with a secure reception area, a variety of meeting room types, large training rooms, and shared copy and break areas .

Project Name	SRCDS Douglas A. Dillon Admin Center
Owner	Santa Rosa County District Schools
Location	Milton, FL
Project Value	\$5,965,500
Project Size	45,650 SF
Firm's Role	Architect



04 CEI EXPERIENCE OF FIRM / TEAM MEMBERS



SECTION 4 CEI EXPERIENCE OF FIRM/TEAM MEMBERS



Building Engineering-Consulting, Inc. specializes in Construction Engineering & Inspection services, including design services during construction. Their experience is included on the following pages.

TAHLEQUAH HEALTH CLINIC

Owner **Cherokee Nation**

Location **Tahlequah, OK**

Project Contract Value **\$160,185**

Project Size **Two Stories, 469,000 SF**

Firm's Role/Scope **Design Peer Review, Submittal Review, QA, and Standardized Walter Infiltration Testing**

NASHVILLE FEDERAL COURTHOUSE

Owner **Hensel Phelps**

Location **Nashville, TN**

Project Contract Value **\$28,750**

Project Size **Six Stories, 275,000 SF**

Firm's Role/Scope **Design Peer Review, Submittal Review, QA, and Multiple Building Enclosure Testing Activities**

EAST BATON ROUGE CITY HALL

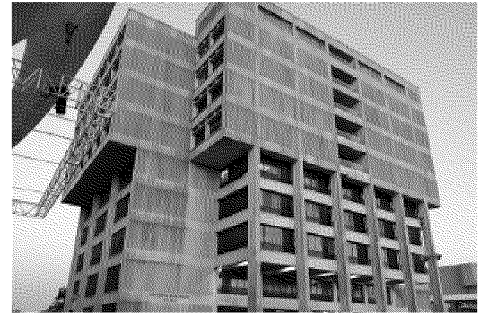
Owner **City of Baton Rouge**

Location **Baton Rouge, LA**

Project Contract Value **\$658,738**

Project Size **10 Stories, 126,000 SF**

Firm's Role/Scope **Design Assistance for Wind Load Retrofit, Design Peer Review, Submittal Review, QA, and Multiple Building Enclosure Testing Activities**



SECTION 4 CEI EXPERIENCE OF FIRM/TEAM MEMBERS



Building Engineering-Consulting, Inc. specializes in Construction Engineering & inspection services, including design services during construction. Their experience is included on the following pages.

CHILDREN'S & WOMEN'S HOSPITAL PATIENT TOWER

Owner **Doster Construction**

Location **Mobile, AL**

Project Contract Value **\$196,443**

Project Size **Five Stories, 200,000 SF**

Firm's Role/Scope **Design Peer Review, QA, and Standardized Walter Infiltration Testing: 100% of newly installed windows and curtain wall assemblies**

BOW RIVER RUBICON MEDICAL OFFICE BUILDING

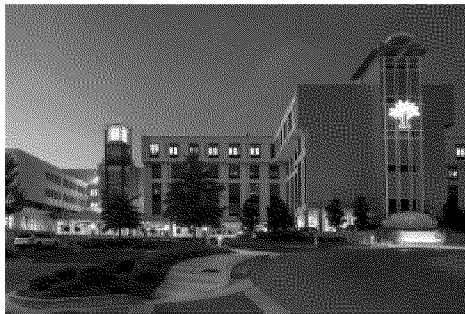
Owner **Pritchard and Associates**

Location **Irving, TX**

Project Contract Value **\$29,300**

Project Size **Three Stories, 69,640 SF**

Firm's Role/Scope **Design Peer Review, Submittal Review, and QA**





05 ORGANIZATION & STAFFING

The Team we have assembled to meet the needs of Okaloosa County is the most responsive and agile group of architects and engineers available. Our architects have decades of experience with municipality design, and have assisted Okaloosa County with its design needs for 38 years.

Our local team, based in Destin, has unmatched experience with the design aesthetic of Okaloosa County. Our work in the County gives us a unique understanding of its design and operations needs.

As demonstrated through the resumes on the following pages, our experienced team members have the knowledge and skills necessary to develop a safe and modern facility that effectively incorporates into the county's needs.

SECTION 5 ORGANIZATION & STAFFING



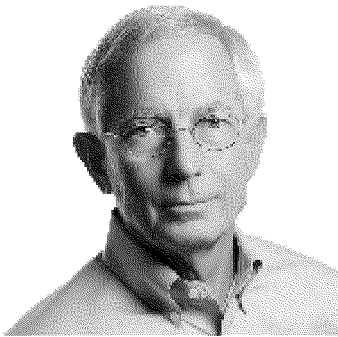
PRIME/ARCHITECT

	 <p>CHARLES W. GLARY III FAIA Principal in Charge</p>	 <p>LEVI WIEGAND AIA, NCARB Project Architect</p>
	 <p>JAMEY MATTERN AIA Project Manager</p>	 <p>MONI CARRON RA Construction Administration</p>

SUB CONSULTANTS

  <p>TIMOTHY BOWDEN PE, PSM, PLS Civil Engineer</p>	  <p>STEVE LEONARD PE, SI Structural Engineer</p>	  <p>ZACH NEWMAN PE CEI Consultant</p>
  <p>DANIEL WHITE PE, LEED AP BD+C Electrical Engineer</p>	  <p>CHAD HORTON RLA Landscape Architect</p>	  <p>DAVID WATFORD PE, LEED AP M/P Engineer</p>





CHARLES W. CLARY, III FAIA

PRINCIPAL-IN-CHARGE



Charlie's perspective not only as an architect but as a former Florida State Senator brings an added dimension to his involvement with our clients.

Throughout his career, Charlie has contributed to the architectural profession and to the State of Florida's legislative process, and his efforts have been recognized by numerous professional service awards. As the founding principal of DAG Architects, he is involved in overseeing all of the firm's higher education projects that focus on student housing, classroom and academic facilities, and sports.

EDUCATION

Bachelor of Architecture, Auburn University, 1977

Bachelor of Arts in Environmental Design, Auburn University, 1976

LICENSES & REGISTRATIONS

Architecture: Florida #AR0009694

ASSOCIATIONS AND INVOLVEMENT

American Institute of Architects, Florida Educational Facilities, Planning Association, Florida Division of Worker's Compensation (Board Member), Joint Underwriters Association, Committee for a Sustainable Emerald Coast

YEARS OF EXPERIENCE

46 years

RELEVANT PROJECT EXPERIENCE

CIVIC & COMMUNITY PROJECTS

- » Okaloosa County Tax Collector's Office Masterplan, Crestview, FL
- » Okaloosa County Administration Building, Shalimar, FL
- » Okaloosa County Sheriff's Office Addition, Shalimar, FL
- » Destin Main Fire Station & Crystal Beach Fire Station, Destin, FL
- » South Walton Main Fire Station, Santa Rosa Beach, FL
- » DeFuniak Springs City Hall Study, DeFuniak Springs, FL
- » FDLE Building Historic Renovation, Pensacola, FL
- » Mattie Kelly Amphitheater and Village Green Phase I, Destin, FL
- » Molino Tax Collector and Property Appraiser Facility, Molino, FL
- » Panama City Beach Civic Complex Master Plan Update, Panama City Beach, FL
- » Walton-DeFuniak Springs Library

- Addition, DeFuniak Springs, FL
- » City of Panama City Trustmark Building City Hall, Panama City, FL
- » City of Panama City Police Department CSI Evidence Lab Renovation, FL

OFFICE BUILDING & INTERIOR PROJECTS

- » Beach Community Bank Headquarters, Fort Walton Beach
- » Destin Bank at Seagrove Beach, FL
- » M&F Bank, Crestview, FL
- » Airport Plaza Office Complex, Destin, FL
- » Florida Department of Revenue Offices at Capital Circle, Tallahassee, FL
- » Freer Mixed Use Development, Inlet Beach, FL
- » Gulf Power Panama City Beach Lobby Renovation, Panama City Beach, FL
- » Kent Forest Lawn Funeral Home

- Exterior Renovations, Panama City
- » Landmark Center Mixed Use Development, Fort Walton Beach, FL
- » Meigs Executive Park, Shalimar, FL
- » NatureWalk Welcome Center/Sales Building, Seagrove Beach, FL
- » Pen Air Federal Credit Union Airport Road Office Building Renovations, Pensacola, FL
- » Pen Air Federal Credit Union Back Campus, Pensacola, FL
- » Regional Utilities Headquarters Office Building, Santa Rosa Beach, FL
- » South Walton County TDC Building Renovations, Santa Rosa Beach, FL
- » SmartBank Canopy Design, Destin, FL
- » Ashley Drive Beach Commerce Park Building, Panama City Beach, FL
- » St. Joe Company Beckrich Office Tenant Spaces, Panama City, FL



JAMEY MATTERN AIA

PROJECT MANAGER



Jamey's design and project management experience covers a wide range of project types for government, military, and private clients.

Jamey has developed design expertise in areas of project management, site planning, code analysis, spatial arrangement, contract writing, cost estimating, specification writing and construction administration services. He has participated in the design of numerous religious, multifamily, military, educational, medical and hospitality type facilities. He has been in direct supervision of various projects from preliminary design to final completion providing a client constant contact throughout the process.

EDUCATION

Master of Architecture, Tulane University, 1994

LICENSES & REGISTRATIONS

Architecture: Florida #AR0015896
NCARB: #067850

ASSOCIATIONS AND INVOLVEMENT

American Institute of Architects

YEARS OF EXPERIENCE

27 years

RELEVANT PROJECT EXPERIENCE

CIVIC & COMMUNITY PROJECTS

- » Okaloosa County Tax Collector's Office Masterplan, Crestview, FL
- » Okaloosa County Sheriff's Office Addition, Shalimar, FL
- » Bay County Courthouse Addition, Panama City, FL
- » Bob Gates Welcome Center, Air Force Enlisted Foundation, Shalimar, FL
- » Air Force Armament Museum Education Center, Eglin Air Force Base, FL
- » Foley Post Office, Foley, AL
- » YMCA Fort Walton Beach Addition, Fort Walton Beach, FL
- » Destin Family YMCA Schematic Design, Destin, FL
- » Navarre Beach Boat Ramp,

Department of Wildlife, Navarre, FL

OFFICE BUILDING & INTERIOR PROJECTS

- » Pen Air Federal Credit Union Airport Road Renew, Pensacola, FL
- » Landmark Center Mixed Use Development, Fort Walton Beach, FL
- » Resort Quest Renovation Study, Destin, FL
- » SAIC Renovation Design/Build, Shalimar, FL
- » Building 1020 Titan Court Remodel, Fort Walton Beach, FL
- » Brooks Street Office and Restaurant, Fort Walton Beach, FL
- » Wenzel Office Building Study, Fort Walton Beach, FL
- » General Masonry Building, Fort Walton Beach, FL

MILITARY PROJECTS

- » AAFES Shopping Center Image Upgrade, Ft Eustis, VA
- » AAFES (Exchange) Construct Shopette / Gas / Food / Carwash, Fort Benning, GA
- » Hanger #4 Modifications, Crestview Aerospace Corporation
- » Crestview
- » Homestead Air Force Reserve Maintenance Facilities (6 Buildings), Homestead,
- » Tyndall Air Force Base Supply, Panama City
- » Coast Guard Station, Grand Isle, LA
- » Melaleuca Research + Quarantine Facility, Davie



LEVI WIEGAND AIA, NCARB

PROJECT ARCHITECT



Levi is a dependable leader with a keen understanding for the project's overall goals as envisioned by the client. Levi joined DAG in 2018 serves as the project architect. With an underlying philosophy that the quality of a project is a direct result of the quality of the design team, Levi strives to push for excellence throughout every aspect of the project. As a result, several of Levi's projects have been recognized by the firm for excellence in design and delivery. Notable clients/projects Levi has led are The Hangout and The Hub with multiple locations in Texas.

EDUCATION

Master of Arts in Architecture &
Master of Science in Architecture
Pedagogy, University of Florida, 2017

Bachelor of Design, summa cum laude,
University of Florida, 2013

Vicenza Institute of Architecture,
Vicenza, Italy, Spring 2013

LICENSES & REGISTRATIONS

Architect: Florida #AR100595

ASSOCIATIONS AND INVOLVEMENT

American Institute of Architects (AIA),
NCARB Accredited Professional

YEARS OF EXPERIENCE

6 years

RELEVANT PROJECT EXPERIENCE

RETAIL AND RESTAURANT PROJECTS

- » Bud & Alley's Restaurant Addition, Santa Rosa Beach, FL
- » Emerald Coast Shopping Center
- » Gulfview Plaza Redevelopment
- » The HUB multiple locations: Santa Rosa Beach, FL & Allen, TX
- » Inlet Beach Mixed Use Development, Santa Rosa Beach, FL
- » Long Beach Resort, Panama City, FL; Lagoon, Buildings 1, 2, 3, Event Lawn, Diner, Hangout, Hotel, Retail, Stage & Venue
- » Sherwin Williams, Santa Rosa Beach
- » Sunliner Diner Interiors (subconsultant)Pigeon Forge, TN
- » Surf Style Surf Shop, Destin, FL, Indiatlantic, Ormand Beach, Perdido Key, and 30A, FL

OFFICE AND INDUSTRIAL

- » Landmark Office Center Master
- » Planning, Fort Walton Beach, FL

RECREATIONAL PROJECTS

- » The Alley, Branson, MO
- » Myrtle Beach Hangout (subconsultant), Myrtle Beach, SC
- » Zeke's Marina, Orange Beach, AL

CIVIC AND COMMUNITY PROJECTS

- » Hurricane Michael Office Evacuation/Damage Mitigation
- » Okaloosa Gas District New Office, Valparaiso, FL

RESORT PROJECTS

- » East of Eden Beach House, Pensacola
- » 30A Artist Village
- » Blue Heron 34
- » Surf Style Mixed Use Development, Gulf Shores, AL
- » Kaiya Condominium Review
- » Kukla RV Park Clubhouse
- » Okaloosa Island Condominium



MONI CARRON RA

CONSTRUCTION ADMINISTRATION



Moni has a well rounded background with over 32 years of professional experience leading or supporting various programs and projects for Federal, State, and Local Governments, as well as private-sector clients. He has developed a trusted and respected professional relationship with clients through knowledge, understanding, and ability. He is able to lead, supervise, and mentor domestic or international architectural and engineering design teams. He is experienced in leading all phases of the project life cycle, including initiating, planning, executing, monitoring, and closing. Moni has also been recognized for coordinating exceptional, on time, on budget, high quality project completions.

EDUCATION

Bachelor Architecture, Louisiana State University, Baton Rouge, LA, 1990

Associates of Sciences, Drafting and Design Technology, Northwest Florida State College, Niceville, FL

LICENSES & REGISTRATIONS

Architect: Florida #AR0015757

YEARS OF EXPERIENCE

34 years

RELEVANT PROJECT EXPERIENCE

- » City of Mexico Beach
 - Canal Park & Boat Ramp Pavilions/Fish Cleaning Station
 - Municipal Complex Master Plan City of Mexico Beach
 - Sunset Park Pavilion
 - Welcome Center
 - Sheriff's Office
 - Fire Station
 - Civic Contom
- » Okaloosa Gas, Programming, Facility Assessment, Master Planning, New Office
- » Clearway Pain Solutions, 16 Locations
- » Freeport Elementary School, Master plan and Phase 1 Classroom Addition
- » Long Beach Lagoon, Panama City Beach
 - Buildings 1 & 2
- Diner & Hangout
- » Merchants Walk Property Owners Association, Inc. Reroof
- » Miramar Plaza Roof and Building B
- » Orthopaedic Associates, Destin, FL Remodel
- » Pen Air Federal Credit Union Back Campus Development
- » SRCSD East Bay K-8 School, New Construction & Covered PE Building, Navarre, FL
- » SRCSD New Pace K-8 School
- » Sherman Ave New Office Building
- » GAD Framing Inc., New Office Building
- » Alys Beach Town Center 3 & 4
- » Bay District Schools FEMA Assessments
- » Bud & Alley's Continuing Services
- » Cascades Mixed Use Development



TIMOTHY D. BOWDEN PE, PSM, PLS
CIVIL ENGINEER

EDUCATION

Bachelor of Science, Civil Engineering - University of Florida, 2003

LICENSES AND REGISTRATIONS

Surveyor: FL #6928 (2012), GA #LS003426 (2019), TX #6795 (2019), WV #2423 (2021).

Professional Engineer: FL #68275 (2008), AL #34639 (2014), MS #25972 (2014), GA #41237 (2016), KY #32494 (2017), TN #120045 (2017), TX #134767 (2019), WV #24119 (2020), OK #32983 (2021).

ASSOCIATIONS AND INVOLVEMENT

Society of American Mechanical Engineers

YEARS OF EXPERIENCE

21 years

RELEVANT PROJECTS

- » Okaloosa County Courthouse, Crestview, FL- Project Surveyor/Project Engineer
- » Trent Hall Motorsports, Okaloosa County, FL - Project Surveyor/Project Engineer
- » AFEV Village 5, Okaloosa County, FL - Project Surveyor/Project Engineer
- » Lucas Creek Senior Adult Apartment Facility, Escambia County, FL - Project Surveyor/Project Engineer



STEVE LEONARD PE, SI
STRUCTURAL ENGINEER

EDUCATION

Bachelor of Science in Engineering, Auburn University, 1989

LICENSES AND REGISTRATIONS

Registered in Florida, Alabama, and Georgia

Florida Special Inspector

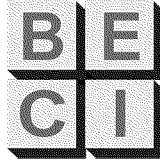
YEARS OF EXPERIENCE

34 years

RELEVANT PROJECT EXPERIENCE

- » Okaloosa County Brackin Building Renovations, Shalimar, FL. Principal Structural Engineer
- » Fairfield Inn, Crestview, FL. Principal Structural Engineer
- » University of West Florida Service Complex, Pensacola, FL. Principal Structural Engineer
- » Hurlburt Airfield Waiver- Repair Stormwater Drainage System, Hurlburt AFB, FL. Principal Structural Engineer





ZACH NEWMAN PE
CEI CONSULTANT

EDUCATION

Bachelor of Science, Civil Engineering - University of Florida, 2003

LICENSES AND REGISTRATIONS

Professional Engineer:
FL #83390
AL #40036
MS #45728
LA #41237

ASSOCIATIONS AND INVOLVEMENT

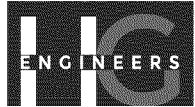
The Institute of Roofing, Waterproofing, & Building Envelope Professionals, (RCI)

YEARS OF EXPERIENCE

21 years

RELEVANT PROJECTS

- » Windemere Condominiums, Pensacola, FL
- » Indies Condominiums, Gulf Shores, AL
- » East Baton Rouge City Hall Wind Retrofit, LA
- » LSU Eunice Manuel Hall, Eunice, LA
- » Pensacola Christian College – Young Tower, Pensacola, FL
- » Royal Palms Condominiums, Gulf Shores, AL



DANIEL WHITE PE, LEED AP BD+C
ELECTRICAL ENGINEER

EDUCATION

Bachelor of Science in Electrical Engineering - Auburn University 2006

LICENSES AND REGISTRATIONS

Professional Engineering license in Florida - 73790
Licensed in AL and NC
Accredited Professional for Building Design and Construction

ASSOCIATIONS AND INVOLVEMENT

Florida Engineering Society, National Society of Professional Engineers, Society of American Military Engineers, U.S. Green Building Council

YEARS OF EXPERIENCE

14 years

RELEVANT PROJECT EXPERIENCE

- » Okaloosa County Administration Building - Shalimar, FL
- » Okaloosa County Courthouse - Crestview, FL
- » Panama City TPO - Panama City, FL
- » Santa Rosa County Courthouse - Milton, FL
- » Walton County Schools Transportation Facility - Defuniak Springs, FL
- » BDS Transportation Center Rebuild Project - Panama City, FL





CHADWICK HORTON RLA LANDSCAPE ARCHITECT

EDUCATION

Bachelor of Landscape Architecture,
University of Georgia, 2005

YEARS OF EXPERIENCE

18 years

LICENSES AND REGISTRATIONS

Florida Registered Landscape Architect-
LA6666971

PROFESSIONAL EXPERIENCE

HORTON LAND WORKS, Freeport, FL, Founding Principal

Serve as principal designer on all studio projects which range from master planning of large scale, mixed-use communities and resorts to detailed site development and amenity design. Conducts and assists in the due-diligence research and analysis for potential acquisitions on behalf of various developers, institutional clients and real estate professionals. Coordinate design workshops serving as facilitator for multidisciplinary teams of consultants including architects, urban designers, civil engineers, transportation planners, biologists, market analysts, et al.



DAVID WATFORD PE, LEED AP MECHANICAL & PLUMBING ENGINEER

EDUCATION

Bachelor of Science Mechanical Engineering Florida State
University, 1996

LICENSES AND REGISTRATIONS

Florida 58208
Alabama 26142
Mississippi 18049
Georgia PE035507

YEARS OF EXPERIENCE

26 years

RELEVANT PROJECTS

- » Okaloosa County Sheriff's Office Addition, Shalimar, FL
- » Okaloosa County Administration Shalimar Annex, Shalimar, FL
- » Rocky Bayou Christian School Academy Classroom Addition, Niceville, FL
- » Northwest Florida State College Building 400, Niceville, FL
- » Northwest Florida State College Building 310, Niceville, FL
- » Panama City Beach Public Works Facility, City Hall, Fire Station, Police Station, Panama City Beach, FL





06 AVAILABILITY OF WORKLOAD AND WILLINGNESS TO MEET TIME REQUIREMENT

SECTION 6 AVAILABILITY OF WORKLOAD & WILLINGNESS MEET TIME REQUIREMENT

Meeting Schedules and Budgets

The use of Building Information Modeling computer software, such as Revit, greatly improves the accuracy and coordination of drawings. The use of the 3D model's spatial validation capabilities highlights inconsistencies and detects clashes, and also automatically populates schedules with accurate counts and data. Changes are more easily and accurately integrated, and complex structural systems are more easily coordinated with mechanical components.

DAG's extensive local experience and in-house cost estimating capabilities allow us to help determine a realistic and achievable budget from the outset of the project. Then, after each phase of the work is complete, we prepare an estimate of the probable cost. If it looks like the budget will be exceeded, we work closely with the client to resolve the problem. We can either prepare a menu of cost-saving items to consider removing, or we can prepare phasing plans and structure the work so that desired items can be included in the future as additional funding becomes available.

EXAMPLES OF SUCCESSFUL COST ESTIMATING AND BUDGET MANAGEMENT

Project Name	Contracted Budget	Final Construction Cost
GCSC Health Sciences and Technology	\$10,100,000	\$9,169,000
University of West Florida Building 70	\$1,919,000	\$1,850,000
GCSC/Bay County Emergency Operations Center	\$14,000,000	\$11,500,000
Northwest Florida State College - South Walton	\$4,500,000	\$4,000,000
City of Pensacola CRA at Plaza De Luna	\$518,000	\$464,000
Pace High School Kitchen and Media Center	\$3,200,000	\$2,809,000
Pea Ridge Elementary School	\$2,200,000	\$1,983,000
Milton High School	\$1,600,000	\$1,228,000
PSC Building 5 Renovations	\$300,000	\$281,000
Woodlawn Beach Elementary School	\$3,300,000	\$2,800,000
SDEC Tate High School Renovations	\$1,187,500	\$1,026,687
Chipley High School Weight Room	\$550,000	\$315,000



SECTION 6 AVAILABILITY OF WORKLOAD & WILLINGNESS MEET TIME REQUIREMENT

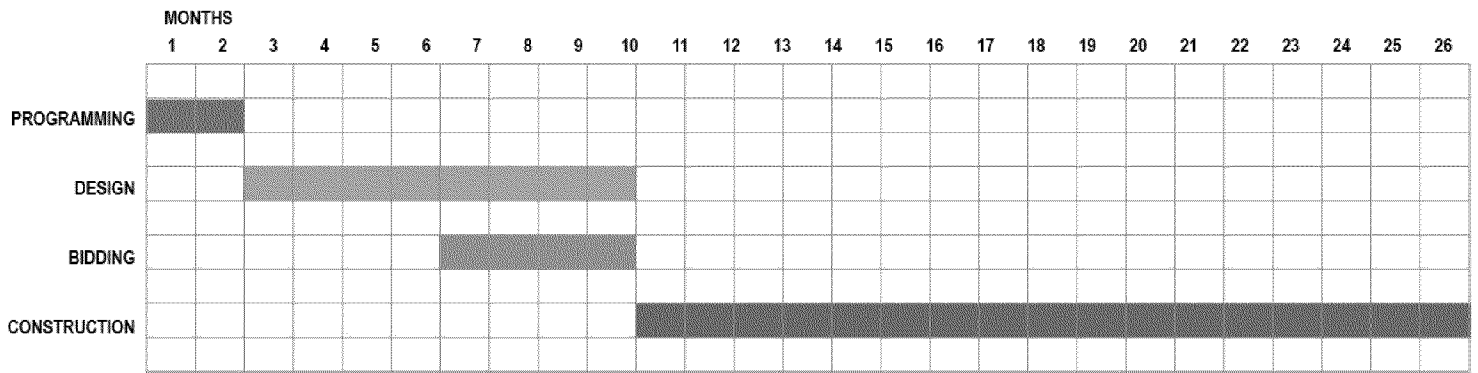
I. List of Current Contacts

Name of Entity	Phone Number & Email Address(es)	Name of Contact responsible for Contract
City of Crestview	Direct Line: (850) 306-3663 ext.122 Company Phone: (850) 682-1560 Email: jaycevanderfors@cityofcrestview.org	Jayce Vanderford
City of Lynn Haven	Direct Line: (850) 248-0612 Company Phone: (850) 265-2121 Email: vgainer@cityoflynnhaven.com	Vickie Gainer
City of Mexico Beach	Direct Line: (850) 247-7875 Company Phone: (850) 648-5700 Email: d.baber@mexicobeachgov.com	Douglas Baber
City of Panama City	Phone: (850) 872-3002 Email: gbrudnicki@pcgov.org	Greg Brudnicki
City of Panama City Beach	Phone: (850) 233-5100 Email: hwhite@pcb.gov	Holly White
City of Pensacola	Phone: (850) 436-5548 Email: rbates@cityofpensacola.com	Rick Bates
Town of Caryville	Phone: (850) 548-5571 Email: admin@caryvillefl.com	Kent Taylor
Town of Ponce De Leon	Phone: (850) 836-4361 Email: townpdl@gmail.com	Jessica Harris
Escambia County Sheriff's Office	Phone: (850) 436-9949 Email: purchasing@escambiaso.com	Kellie Gore
Okaloosa County Tax Collector	Direct Phone: (850) 651-7609 Company Phone: (850) 651-7300 Email: banderson@okaloostax.com	Ben Anderson

SECTION 6 AVAILABILITY OF WORKLOAD & WILLINGNESS MEET TIME REQUIREMENT

PROPOSED SCHEDULE

For the Okaloosa County Tax Collector's Office



07 PREVIOUS PROJECTS IN OKALOOSA COUNTY



SECTION 7 PREVIOUS PROJECTS IN OKALOOSA COUNTY

I. DAG Architects

Project Name	% of Architectural Services Provided
Okaloosa County Tax Collector's Office Masterplan, Crestview, FL	100
Okaloosa County Administration Building, Shalimar, FL	100
Okaloosa County Sheriff's Office, Shalimar, FL	100
Emerald Coast Convention Center (Destin-Fort Walton Beach Convention Center)	100
Beasley Park, Fort Walton Beach, FL	100
Okaloosa County Health Department, Fort Walton Beach, FL	100
Okaloosa County Morgue Facility	100
Okaloosa County Tax Collector Niceville Office Evaluation, Niceville, FL	100

2. SEAS Engineering

Project Name	% of Project Surveyor/Engineering Services Provided
Okaloosa County , Crestview, FL	100

3. Berube/Leonard Engineering

Project Name	% of Project Structural Engineering Services Provided
Okaloosa County Brakin Building Renovations , Shalimar, FL	100



SECTION 7 PREVIOUS PROJECTS IN OKALOOSA COUNTY

I. HG Engineers

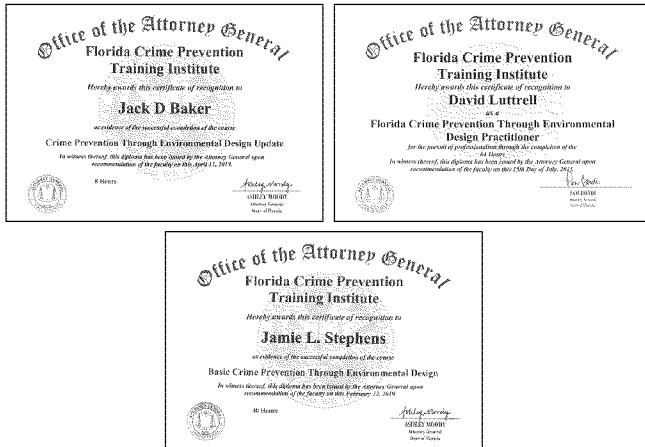
Project Name	% of Electrical Engineering Services Provided
Okaloosa County Courthouse, Crestview, FL	100
Okaloosa County Administration Building, Shalimar, FL	100

2. Watford Engineering

Project Name	% of Project Mechanical and Plumbing Engineering Services Provided
Okaloosa County Sheriff's Addition, Shalimar, FL	100
Okaloosa County Administration Building, Shalimar, FL	100

08 ADDITIONAL INFORMATION & COMMENTS





SECTION 7 ADDITIONAL INFORMATION & COMMENTS

CPTED CERTIFICATION

DAG Architects is proud to have three certified Crime Prevention Through Environmental Design (CPTED) practitioners on staff. Providing for the safety and security of the people who use our buildings is a critical element of our designs. Because of our concern and commitment to these issues, DAG Architects has three of our architects, including one of our Principals Jack Baker, who underwent a 64-hour, two-phase, rigorous training class through the Florida Crime Prevention Training Institute.

The principles of CPTED are an intrinsic part of every project designed by DAG. As an example, we have worked closely with the Walton County School District since 2013 to improve the safety and security of each campus in their school system. Initial studies focused on target hardening, where we developed plans for control lobbies, surveillance cameras, intercoms, and bullet-proof pass-through windows for visitors. The next phases will focus on CPTED evaluations of each of the schools, both internal and external and site security. We are also assisting Walton County School District with developing their campuses and district-wide access control and interface with local law enforcement.





Perdido Key Fire Station and Community Center, Pensacola, FL

SECTION 7 ADDITIONAL INFORMATION & COMMENTS

Sustainable Design

The choices we make as architects and designers affect our natural and built environment. As such, considerations for sustainability are central to the way we approach our work. We believe we have the opportunity and responsibility to ensure a healthier and safer environment, thereby enhancing people's lives.

The pursuit of a sustainable master plan and/or ultimate achievement of LEED or Green Globe certification is an important decision for the direction of any project. Our mission is to provide our clients with sustainable services that intertwine economic development with environmental protection. In return, our clients may receive overall enhanced quality, increased asset equity, lower operating costs, environmental recognition, reduced liability risks from environmental hazards, and a head start on future regulations.

Utilizing project siting, natural or recycled products, and low-energy concepts do not have to cost more, but should be considered throughout the design process. Many of our projects along the Gulf Coast have incorporated natural siting to maximize ventilation and reduce cooling loads. Building orientation, window placement, and landscaping can save energy costs without adding any expense. In addition, many of our projects are located in "new urbanism" developments, which focus on alternative transportation systems, maximizing open space, natural site development, as well as the use of local landscaping materials.

SUSTAINABLE CERTIFIED PROJECTS

Project Name	Certification
University of West Florida Building 70, Pensacola, FL	LEED Gold
Florida Department of Revenue Offices at Capital Circle, Tallahassee, FL	LEED Gold
Bexar Street Redevelopment Investment Center, Dallas, TX	LEED Gold
Gainesville 802 Office Building, Gainesville, FL	LEED Silver
National Guard Armory Renovation, Quincy, FL	LEED Silver
Perdido Key Fire Station and Community Center, Pensacola, FL	LEED
National Guard FMS Renovation #6, Pensacola, FL	LEED
National Guard FMS Renovation #10, Pensacola, FL	LEED
Molino Tax Collector and Property Appraiser Offices, Molino, FL	Green Globe (2)

09 BUSINESS CREDENTIALS & OTHER



***State of Florida
Department of State***

I certify from the records of this office that DAG ARCHITECTS, INC. is a corporation organized under the laws of the State of Florida, filed on May 8, 1981.

The document number of this corporation is F33440.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 4, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of January, 2022*




Ramón Roca
Secretary of State


Tracking Number: 3JMB03SS1CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sosbiz.org/Flings/CertificateOfStatus/CertificateAuthentication>

SECTION 8 BUSINESS CREDENTIALS & OTHER




Ron DeSantis, Governor
Melinda S. Griffin, Secretary


STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN


THE ARCHITECT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES


CLARY, CHARLES WILLIAM III
DAW ARCHITECTS, PBC
 1223 AIRPORT ROAD
 DESTIN FL 32541

LICENSE NUMBER: AR0009694
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor
Melinda S. Griffin, Secretary


STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

MATTERN, JAMES WAITE JR
1223 AIRPORT ROAD
 DESTIN FL 32541

LICENSE NUMBER: AR0015896
EXPIRATION DATE: FEBRUARY 28, 2025
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Ron DeSantis, Governor


STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN


THE ARCHITECT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES


WIEGAND, JOHN LEVI
223 MATTIE M KELLY
 DESTIN FL 32541

LICENSE NUMBER: AR100595
EXPIRATION DATE: FEBRUARY 28, 2025
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Ron DeSantis, Governor
Melinda S. Griffin, Secretary


STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

CARRON, EDWARD MONROE
1223 AIRPORT ROAD
 DESTIN FL 32541

LICENSE NUMBER: AR0015757
EXPIRATION DATE: FEBRUARY 28, 2025
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SECTION 8 BUSINESS CREDENTIALS & OTHER

Ron DeSantis, Governor

STATE OF FLORIDA

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS


BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BOWDEN, TIMOTHY D.
210 SENECA TRAIL
CRESTVIEW FL 32536

LICENSE NUMBER: PE68275
EXPIRATION DATE: FEBRUARY 28, 2023
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Ron DeSantis, Governor

STATE OF FLORIDA

Major Bushnell, Secretary

dbpr
FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BUILDING ENGINEERING-CONSULTANTS, INC.
150 AZALEA DRIVE
SUITE A
DESTIN FL 32541

LICENSE NUMBER: CA27587
EXPIRATION DATE: FEBRUARY 28, 2021
Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor

STATE OF FLORIDA

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES


SPECIAL INSPECTOR NUMBER: 1033

DEREUIL, LOUIS J.
301 W. CERVANTES STREET
PENSACOLA FL 32501

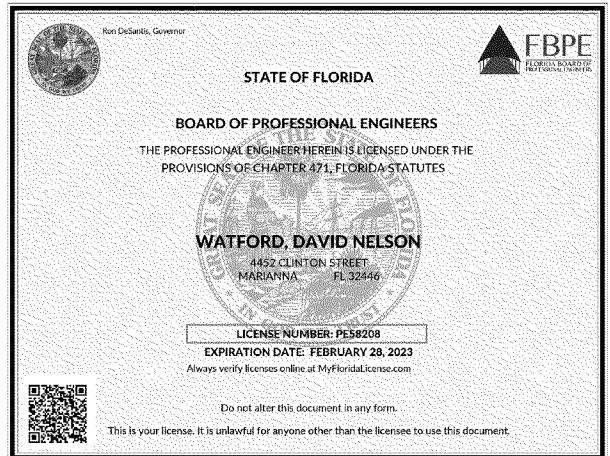
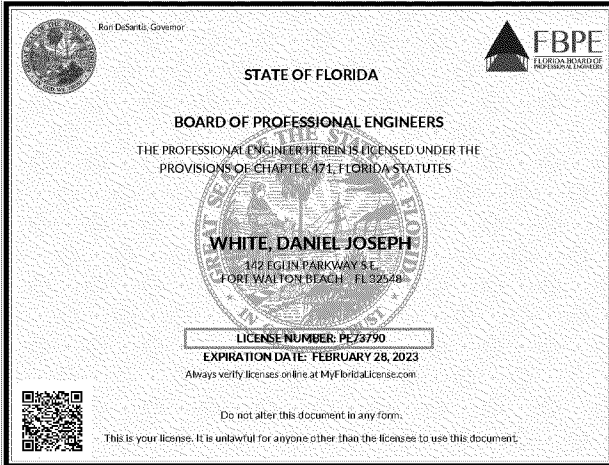
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SECTION 8 BUSINESS CREDENTIALS & OTHER



**GENERAL AND TECHNICAL ACCOUNTING SERVICES
RFQ PW 15-24**

Pursuant to Chapter 287.055, Florida Statutes and County policy, the Okaloosa County Board of County Commissioners (BCC) requests qualifications from consultants who can provide **Planning and Design Services for the Okaloosa County Tax Collector Office and other County Government Services.**

Interested respondents desiring consideration shall submit their response online at Vendor Registry through the link provided below:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

Unless otherwise stipulated in the proposal description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until **3:00 p.m. CST November 7, 2023**, at which time all proposals that are timely submitted will be opened and reviewed.

The County reserves the right to award to the firm submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the resulting negotiated agreement that is in its best interest and its decision will be final.

For this solicitation please contact:

DeRita Mason
Purchasing Manager
850-589-5960
dmason@myokaloosa.com

DeRita Mason
Purchasing Manager

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS
ROBERT A. "TREY" GOODWIN
III, CHAIRMAN

RFQ PW 15-24: PLANNING AND DESIGN SERVICES FOR THE OKALOOSA COUNTY TAX COLLECTOR OFFICE AND OTHER COUNTY GOVERNMENT SERVICES

PART 1 – GENERAL INFORMATION

The purpose of this Request for Qualification (RFQ) is to seek the services from firms or individuals licensed to practice in the State of Florida for professional facility planning and design services. This document provides the guidelines by which interested consultants are to submit their interest, qualifications, and proposal. Selection and negotiations will conform to the Florida Consultants Competitive Negotiation Act (CCNA) Chapter 287.055, Florida Statutes and County policy. The proposed draft agreement for the work contemplated by this RFQ is attached and may be subject to change.

The Okaloosa County Tax Collector currently occupies facilities located at 302 N Wilson St., Crestview, FL. The plan is to relocate the Tax Collector's Office, and potentially other County operations from the current location to an approximately 2.5-acre tract of land (parcel ID#04-3N-23-0000-0025-002A) that the County owns in the City of Crestview. All Tax Collector functions in north Okaloosa County are planned to relocate to the site along with other potential County Government Services. A general concept for the facility layout is included as "Figure 1 – Concept Layout" with this RFQ.

Services requested will start with the development of site and facility layout concepts along with program level budget expectations. Upon selection of a site layout concept and anticipated project budget, services could extend into architectural and engineering design for the facilities and sites. If selected by the County, services to complete site and building construction documents for the new Tax Collector/Government Administrative Services Building location would be needed. Should the County elect to move forward with construction/relocation, it is the County's intent to utilize a Design – Bid – Build process.

This RFQ is for professional services that may include:

- Site layout concepts with preliminary estimates for establishing a program budget
- Construction level architectural and engineering plans to be utilized for construction bids
- Permit documents and acquisition for the associated tasked work
- Bid assistance services
- Construction Engineering & Inspection (CEI) services, including design services during construction

The project will be executed in several phases and task orders may be issued for concept development, design, bid assistance, post design, and CEI. Award of this contract does not guarantee that all phases of the work will be selected/executed.

PART 2 – SCOPE OF SERVICES

SEE EXHIBIT A – DRAFT PROFESSIONAL SERVICES AGREEMENT FOR PLANNING AND DESIGN SERVICES FOR THE TAX COLLECTOR/COUNTY GOVERNMENT SERVICES BUILDING.

PART 3 – QUALIFICATION PREPARATION INSTRUCTIONS

The RFQ and all supporting documentation is required and must be signed by a company official with the power to bind the company. The Response must be completely responsive to the RFQ guidelines for consideration by the County.

The submittals will be reviewed by a Selection Review Committee appointed by the Board of County Commissioners. Responses should be responsive to the items identified in this RFQ and contain no more than 40 pages, #12 font minimum.

The Committee will review the Responses received unless determined to be non-responsive or non-responsible. The Committee will rank each Response based on the scoring criteria provided below which demonstrate the firm's understanding of the project, experience, organization, current workload, and the overall adherence to the RFQ. At the sole discretion of the Selection Review Committee, oral presentations may be requested from the top firms.

At such time when an approval is granted by the Board of County Commissioners, notification will be provided to each firm in accordance with the County's Purchasing Manual. Failure to file a protest within the time prescribed in accordance with the County's Purchasing Manual, Section 31, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under law.

Response to the RFQ shall be submitted in the format described below:

1. **Letter of Interest** shall be prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually. The letter shall include location of the firm's office that will be the lead office for this contract and any anticipated sub-consultants.
2. **Project Understanding and Approach (25 Points)** – In this section respondent will describe the firm's understanding of the project including:
 - a. What positive characteristics or opportunities does the respondent anticipate with the project's:
 - a. Location
 - b. Site
 - c. Conceptual design
 - b. Respondent's assessment of the project's challenges
 - c. How the respondent is uniquely qualified to monitor and/or mitigate those challenges?
 - d. What external factors has respondent observed or anticipate that may have influence on the design elevations of the project?
3. **Planning & Design Experience of Firm / Team Members (20 Points)** – In this section the respondent will highlight the firm's design experience. Teaming is allowed, identify third party company participants. Clearly show what elements may be provided by each team. The respondent shall provide sufficient information clearly demonstrating successful completion of:
 - a. Facility planning services,
 - b. Building layout and design,
 - c. Site layout and design,
 - d. Stormwater management systems design,
 - e. Applicable permitting,
 - f. Landscaping improvements.
4. **CEI Experience of Firm / Team Members (15 Points)** – In this section the respondent will highlight the firm's CEI experience. Teaming is allowed; identify third party company participants and their role.
 - a. The respondent will provide sufficient information clearly demonstrating successful inspection of a project.
 - b. Clearly show what elements may be provided by each team participate.
 - c. Respondent will provide a schedule and timeline of the CEI role.

5. **Organization & Staffing (10 Points)** – In this section the respondent will provide an organizational chart showing key areas of responsibility. Resumes for key team members and third party company participants will be provided in this section.
 - a. Respondent home office location of respondent. Staff members at this location.
 - b. Respondent local lead office location. Staff members at this location.
 - c. Organizational chart showing key areas of responsibility by team members.
 - d. Resumes of respondent's key members
 - e. Resumes of third party companies and key team members.
6. **Availability of Workload and Willingness to Meet Time Requirement (10 Points)** In this section, the respondent will discuss the ability of the firm to manage this project within the proposed project time and within budget.
 - a. The respondent will prepare a simple Gantt chart outlining a timeline for the planning and design services for the Okaloosa County Tax Collector Office and other County Government Services.
 - b. When evaluating staff commitments/availability, assume the notice-to-proceed will be issued February 1, 2024.
7. **Previous Projects in Okaloosa County (10 points)**
 - a. List previous projects completed or worked on in Okaloosa County by respondent or third party team participants.
 - b. List the contribution or percentage of work completed by respondent or participant.
8. **Additional Information & Comments (5 points)** – The contents under this heading are to be left to the discretion of the respondent. Material must be pertinent to the RFQ but not otherwise requested in the RFQ.
9. **Business Credentials and Other (5 points)** –
 - a. Provide sufficient information to demonstrate legal authority to do business in the state of the firm and any sub-consultant to perform the work.
 - b. Indicate whether the firm and/or any sub-consultant are disadvantaged business enterprises.
 - c. Indicate if the proponent has prior litigation on contracts or been terminated from a contract before project completion.
 - d. Show State of Florida licensing/registration qualifications of the firm and key personnel.
 - e. Copies of all completed forms required by this RFQ are included in this section.
10. **FINANCIAL STABILITY**- In the case of Federal and/or Florida State funded procurements, prior to awarding this contract, the top respondents will be required to submit to a soft credit pull for purposes of the County's Risk Assessment consideration; objections by any respondent will disqualify them from consideration. Bad credit indicating you are a high risk may impact your application. Responses will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings

PART 4 – PROCUREMENT SCHEDULE (ANTICIPATED)

RFQ Advertised & Posted on Website	10/16/2023
Deadline for Questions	10/26/2023 @ 3:00 P.M.
RFQ Response Due Date	11/07/2023 @ 3:00 P.M.
Selection Review Committee Meeting	Week of November 27, 2023
Recommend Award to BCC via ITA	December 1, 2023
Contract Negotiations	Week of December 11, 2023
Finalize/Execute Agreement	January 16, 2024
Notice to Proceed	February 1, 2024

GENERAL CONDITIONS

1. PRE-QUALIFICATION ACTIVITY -

ADDENDUM-Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed via Vendor Registry at the following website:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

All questions or inquiries must be received no later than the last day for questions (reference ITB & Respondent's Acknowledgement form). Any addenda or other modification to the RFQ documents will be issued by the County five (5) days prior to the date and time of closing, as a written addenda distributed to all prospective Respondents by posting to the Vendor Registry following website.

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

2. PREPARATION OF PROPOSAL – The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The respondent shall submit proposals in accordance with the public notice.

All blanks in the proposal documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words “No Proposal”, “No Change”, or “Not Applicable” entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting proposals may be rejected.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the proposal form. The official address of the joint venture must be shown below the signature.

The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the proposal shall be shown.

If the respondent is an out-of-state corporation, the proposal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the proposal form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

3. INTEGRITY OF PROPOSAL DOCUMENTS - Respondents shall use the original Proposal documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modification or alteration that a respondent wish to propose must be clearly stated in the respondent's response in the form of an addendum to the original proposal documents.

4. SUBMITTAL OF PROPOSAL – A proposal shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents. **The responses submitted should be one (1) completed document, unless otherwise specified in the document.**

5. MODIFICATION & WITHDRAWAL OF PROPOSAL – A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

If within 24 hours after proposals are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its proposal, that respondent may withdraw its proposal, and the proposal security may be returned. Thereafter, if the work is rebid, that respondent will be disqualified from 1) further proposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

6. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE – All proposals will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.

7. IDENTICAL TIE PROPOSALS – In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.

- 8. CONDITIONAL & INCOMPLETE PROPOSALS** – Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.
- 9. CONTRACT FOR SERVICES** – A copy of the County’s standard agreement for professional services such as the ones being procured herein is attached to this procurement. The successful respondent will be required to enter into the County’s standard agreement. It is the responsibility of the Respondent to raise any objections to the terms and conditions of the standard agreement at the time of submitting its response to this RFP. Failure to do so will be considered a waiver of respondent’s right to raise it later in the process or during negotiations. In the evaluation and negotiation processes the County has the right in its sole discretion to consider any objections raised by Respondent as part of the determination of most responsible and responsive proposer.
- 10. ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this proposal or resulting contract when deemed to be in the County’s best interest.
- 11. SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer’s specifications which conflict with the proposal specifications. Respondent must also explain any deviation from the proposal specification in writing, as a foot note on the applicable proposal page and enclose a copy of the manufacturer’s specifications data detailing the changed item(s) with their proposal. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with proposal specifications.
- 12. APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
- 13. DISQUALIFICATION OF RESPONDENTS** – Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:
 - a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
 - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
 - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
 - d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
 - e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
 - f. Default under previous contract.

- g. Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

14. AWARD OF CONTRACT

Okaloosa County Review - Okaloosa County appointed selection committee consisting of the constitutional officers, shall review all proposals and will participate in the recommendations to the Board of County Commissioners. The Board of County Commissioners shall make final determination on any award of Contract.

The contract shall be awarded to the responsible and responsive respondent(s) whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal.

15. PAYMENTS – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.

16. DISCRIMINATION – An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

17. PUBLIC ENTITY CRIME INFORMATION – Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

18. CONFLICT OF INTEREST – The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

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

19. REORGANIZATION OR BANKRUPTCY PROCEEDINGS – Proposals will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

20. INVESTIGATION OF RESPONDENT – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

21. CONE OF SILENCE CLAUSE – The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**Cone of Silence Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

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

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

22. REVIEW OF PROCUREMENT DOCUMENTS – Per Florida Statute 119.071 (2) 2 sealed proposals, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the proposals, proposals, or final replies, whichever is earlier.

23. COMPLIANCE WITH FLORIDA STATUTE 119.0701 – The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

24. PROTECTION OF RESIDENT WORKERS – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government

Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

25. SUSPENSION OR TERMINATION FOR CONVENIENCE – The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

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

27. AUDIT – If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this proposal from the date of the award through three (3) years after the expiration of contract.

28. EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

29. NON-COLLUSION – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

30. UNAUTHORIZED ALIENS/PATRIOT'S ACT – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

31. CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA – Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the

Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their proposal/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>

- 32. BYRD ANTI LOBBYING (31 U.S. C. 1352)** – The Certification regarding Lobbying executed by Contractor and attached as part of Attachment “A” to the Agreement is hereby acknowledged and made part of the Agreement by reference.
- 33. WORK HOUR AND SAFETY STANDARDS (40 U.S.C. 3701-3708)** – The Certification regarding Work Hours and Safety Standards executed by Contractor and attached as part of Attachment “A” to the Agreement is hereby acknowledged and made part of the Agreement by reference.
- 34. FINACIAL STABILITY** – In the case of Federal and/or Florida State funded procurements, prior to awarding this contract, the top respondents will be required to submit to a soft credit pull for purposes of the County's Risk Assessment consideration; objections by any respondent will disqualify them from consideration. Bad credit indicating you are a high risk may impact your application. Responses will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
- 35. SYSTEM OF AWARD MANAGEMENT (SAM.GOV)** – If grant funded, all vendors must be registered in SAM in order to do business with the County. In order to be considered for the project, the vendor must be registered prior to submitting a proposal/proposal with the County. Failure to show proof of SAM.gov registration at time of submitting a proposal/proposal may deem the vendors proposal/proposal unresponsive. You can register for SAM at the below link: <https://sam.gov/content/home>. Note it can take some time for a vendor to get registered for the System of Award Management and as such it is important to start the process as soon as possible to qualify as a responsive vendor.
- 36.** Pursuant to section 287.05701, Florida Statutes, the County will not request any documentation of or consider a proposer’s social, political or ideological interests when determining if the proposer is a responsible proposer. The County will not give a preference to a proposer based upon the proposer’s social, political, or ideological interests.

37. The following documents shall be submitted with the proposal packet. Failure to provide required forms may result in contractor disqualification.

- RESPONSE DOCUMENT #1: RFQ & RESPONDENT'S ACKNOWLEDGEMENT
- RESPONSE DOCUMENT #2: CONFLICT OF INTEREST DISCLOSURE FORM
- RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION
- RESPONSE DOCUMENT #4: CONE OF SILENCE FORM
- RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS
- RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT
- RESPONSE DOCUMENT #7: COMPANY DATA
- RESPONSE DOCUMENT #8: SYSTEM AWARD MANAGEMENT FORM
- RESPONSE DOCUMENT #9: LIST OF REFERENCES
- RESPONSE DOCUMENT #10: CERTIFICATION REGARDING LOBBYING
- RESPONSE DOCUMENT #11: SWORN STATEMENT – PUBLIC ENTITY CRIMES
- RESPONSE DOCUMENT #12: GOVERNMENTAL DEBARMENT & SUSPENSION
- RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LIST
- RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES
- RESPONSE DOCUMENT #15: BUY AMERICAN CERTIFICATE
- RESPONSE DOCUMENT #16: ANTI-COLLUSION STATEMENT
- RESPONSE DOCUMENT #17: DRUG-FREE WORKPLACE CERTIFICATION
- RESPONSE DOCUMENT #18: CERTIFICATE OF GOOD STANDING FOR THE STATE OF FLORIDA-PROVIDED BY CONTRACTOR – see above* (vendor provided form)

SECTION 8 BUSINESS CREDENTIALS & OTHER



REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

RFQ TITLE: Planning & Design Services for the Okaloosa County Tax Collector Office and other County Government Services
RFQ NUMBER: RFQ PW 15-24

ISSUE DATE: October 16, 2023
 LAST DAY FOR QUESTIONS: October 26, 2023 @ 3:00 PM
 ITB OPENING DATE & TIME: November 7, 2023 @ 3:00 PM

NOTE: RESPONSES RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this RFQ are incorporated into your response. A response will not be accepted unless all conditions have been met. All responses must have an authorized signature in the space provided below. All responses must be submitted electronically by the time and date listed above. Responses may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified

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

COMPANY NAME DAG Architects, Inc.
 MAILING ADDRESS 1223 Airport Road
 CITY, STATE, ZIP Destin, FL 32541
 FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____
 TELEPHONE NUMBER (850) 837-8152 EXT: N/A FAX: N/A
 EMAIL: marketing@dagarchitects.com

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

AUTHORIZED SIGNATURE: _____ PRINTED NAME: Charles W. Clary III
 TITLE: Principal in Charge DATE: November 7, 2023

RESPONSE DOCUMENT #1: REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

RESPONSE DOCUMENT #2: CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES: NO:

NAME(S) POSITION(S)

FIRM NAME: DAG Architects, Inc.
 BY (PRINTED): Charles W. Clary III
 BY (SIGNATURE): *Charles W. Clary III*
 TITLE: Principal in Charge
 ADDRESS: 1223 Airport Road
Destin, FL 32541
 PHONE NUMBER: (850) 837-8152
 E-MAIL: marketing@dagarchitects.com
 DATE: November 7, 2023

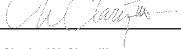


SECTION 8 BUSINESS CREDENTIALS & OTHER

RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

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

DATE: November 7, 2023 SIGNATURE: 
COMPANY: DAG Architects, Inc. NAME: Charles W. Clary III
ADDRESS: 1223 Airport Road TITLE: Principal in Charge
Destin, FL 32541
E-MAIL: marketing@dagarchitects.com
PHONE #: (850) 837-8152

RESPONSE DOCUMENT #4: CONE OF SILENCE FORM


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

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

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the Respondent from consideration during the selection process.

All Respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I,  representing DAG Architects, Inc. on this 7th day of November 2023, I hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

SECTION 8 BUSINESS CREDENTIALS & OTHER

RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS

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

Proposer's Company Name
DAG Architects, Inc.

Physical Address
1223 Airport Road, Destin, FL 32541

Mailing Address
1223 Airport Road, Destin, FL 32541

Phone Number
(850) 837-8152

Cellular Number
(850) 259-6695

Date
November 7, 2023

Authorized Signature – Manual



Authorized Signature – Typed
Charlie W. Clary III

Title
Principal in Charge

FAX Number
N/A

After-Hours Number(s)
(850) 259-6695

RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT
RFQ PW 15-24

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

ADDENDUM NO.

DATE

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

SECTION 8 BUSINESS CREDENTIALS & OTHER

Response Document #7
Company Data

RESPONSE DOCUMENT #7: COMPANY DATA

Respondent's Company Name:	DAG Architects, Inc.
Physical Address & Phone #:	1223 Airport Road
	Destin, FL 32541
	(850) 837-8152
Contact Person (Typed-Printed):	Charlie W. Clary III
Phone #:	(850) 837-8152
Cell #:	(850) 259-6695
Federal ID or SS #:	59-2073995
DUNNS/SAM #:	05-765-1713
Respondent's License #:	AR009694
Additional License – Trade and Number	N/A
Fax #:	N/A
Emergency #'s After Hours, Weekends & Holidays:	(850) 259-6695
DBE/Minority Number:	N/A



SECTION 8 BUSINESS CREDENTIALS & OTHER

RESPONSE DOCUMENT #8: SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

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

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

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

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

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

(4) The Government has marked the record "Active".

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](#) for the designated entity for establishing unique entity identifiers.

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

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

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

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).

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

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

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

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

Offerors SAM information:

Entity Name: DAG Architects, Inc.
 Entity Address: 1223 Airport Road, Destin, FL 32541
 Sam.gov Unique Entity Identifier: KNYPM17EUNN8
 CAGE Code: 4ZAG4

RESPONSE DOCUMENT #9: LIST OF REFERENCES

1. Owner's Name and Address: Okaloosa County Board of County Commissioners
302 N. Wilson St., Suite 302, Crestview, FL 32536
 Contact Person: Greg Kisela Telephone # (850) 689-5960
 *Email: ghisela@co.okaloosa.fl.us
2. Owner's Name and Address: Escambia County Tax Collector
P.O. Box 1312 Pensacola, FL 32591
 Contact Person: Jennifer Miles Telephone # (850) 438-6500
 *Email: jmiles@escambiataxcollector.com
3. Owner's Name and Address: City of Panama City Beach
17007 Panama City Beach Parkway, Panama City Beach, FL 32413
 Contact Person: Mel Leonard Telephone # (850) 223-5054
 *Email: mleonard@pcb.gov
4. Owner's Name and Address: City of Panama City
501 Harrison Avenue, Panama City, FL 32401
 Contact Person: Mark McQueen Telephone # (850) 872-3010
 *Email: mmcqueen@pcb.gov
5. Owner's Name and Address: Okaloosa Gas District
364 Valpariso Parkway, Valpariso, FL 32580
 Contract Person: Dave Underwood Telephone # (850) 729-4824
 *Email: davidunderwood@okaloosagas.com

SECTION 8 BUSINESS CREDENTIALS & OTHER

RESPONSE DOCUMENT #10: LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20


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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.] The Contractor, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official

Charles W. Clary III Name and Title of Contractor's Authorized Official

November 7, 2023 Date

RESPONSE DOCUMENT #11: SWORN STATEMENT UNDER SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted for DAG Architects, Inc.
2. This sworn statement is submitted by Charles W. Clary III whose business address is: 1223 Airport Road, Destin, FL 32541 and (if applicable) its Federal Employer Identification Number (FEIN) is (If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 59-2073995
3. My name is Charles W. Clary III and my relationship to the entity named above is Principal
4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means:
 - (1) A predecessor or successor of a person convicted of a public entity crime; or
 - (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Section 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity,

SECTION 8 BUSINESS CREDENTIALS & OTHER

nor any affiliate of the entity, has been charged with and convicted of public entry crime subsequent to July 1, 1989.

- There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]
- The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: November 7, 2023 Signature: [Signature]

STATE OF: Florida

COUNTY OF: Okaloosa

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 7th day of November, in the year 2023.

My commission expires: May 22, 2027

Notary Public

[Signature]
Print, Type, or Stamp of Notary Public



Personally known to me, or Produced Identification:

Personally Known to Me _____
Type of ID _____

RESPONSE DOCUMENT #12: GOVERNMENT DEBARMENT & SUSPENSION

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

SECTION 8 BUSINESS CREDENTIALS & OTHER

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Charles W. Clary III, Principal in Charge

Printed Name and Title of Authorized Representative



Signature

11/7/2023
Date

RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LISTS

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

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

DATE: November 7, 2023 SIGNATURE: 

COMPANY: DAG Architects, Inc. NAME: Charles W. Clary III
(Typed or Printed)

ADDRESS: 1223 Airport Road TITLE: Principal in Charge
Destin, FL 32541

E-MAIL: cclary@dagarchitects.com

PHONE NO.: (850) 837-8152



SECTION 8 BUSINESS CREDENTIALS & OTHER

GRANT FUNDED CLAUSES

This Exhibit is hereby incorporated by reference into the main *Procurement*.

FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS SOLICITATION

This *solicitation* is fully Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Proposer* shall adhere to all grant conditions as set forth in the requirements of grant. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR, 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)

e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations
These cited regulations are hereby incorporated and made part of this *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Solicitation*. If *Proposer* cannot adhere to or objects to any of the applicable federal requirements, *Proposer's* proposal may be deemed by the County as unresponsive. The provisions in this exhibit are supplemental and in addition to all other provisions within the *procurement*. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the *procurement*, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this *Procurement* the conflicting terms and conditions of that document shall prevail.

Drug Free Workplace Requirements (Drug Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182): Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *proposer* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Conflict of Interest (2 CFR § 200.112): Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: *The proposer* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *proposer* is unable, or potentially unable, to render impartial assistance or advice; ii. A *proposer's* objectivity in performing the contract work is or might be otherwise impaired; or iii. *The proposer* has an unfair competitive advantage.

Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733): Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *proposer* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *proposer's* actions pertaining to this *solicitation*. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321): Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: *The proposer* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *proposer* will require compliance by all sub-contractors. Prior to contract award, the *proposer* shall document efforts to

utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *proposer* agrees as follows: (1) *The Proposer* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. *The Proposer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. *The Proposer* agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) *The Proposer* will, in all solicitations or advertisements for employees placed by or on behalf of the *Proposer*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) *The Proposer* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Proposer's* commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) *The Proposer* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) *The Proposer* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders; (6) In the event of the *Proposer's* noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the *Proposer* may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law; (7) *Proposer* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. *The Proposer* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Proposer* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Proposer* may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *solicitation*, the *proposer* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *Proposer* are required to pay wages to laborers and mechanics at a rate not less than the prevailing

SECTION 8 BUSINESS CREDENTIALS & OTHER

wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3); Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *Solicitation*, *proposer* shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *solicitation*. *Proposer* are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5); Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended); Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: *proposer* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689); Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *proposer* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *Proposer* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently debarred or otherwise disqualified from participating in the federally assisted services. The *proposer* agrees to accomplish this verification by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: *proposer* must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with

obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401); Applicability: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

Procurement of Recovered Materials (2 CFR 200.323 and 40 CFR Part 247); Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *proposer* must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Access to Records and Reports; Applicability: All Contracts that received or may receive federal grant funding. Requirement: *Proposer* will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

Record Retention; Applicability: All Contracts that received or may receive Federal or State grant funding. Requirement: [*proposer/consultant/contractor*] will retain all required records pertinent to this contract for a period of five years, after all funds have been expended or returned to the County. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your company must agree to provide or make available such records to the County upon request, in order to conduct audits or other investigations and retain these records in compliance with the OMB guidance 2 C.F.R. §200.334.

Federal Changes; *Proposer* shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of *any awarded contract*.

Termination for Default (Breach or Cause); Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

Termination for Convenience; Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *Any Awarded Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before

SECTION 8 BUSINESS CREDENTIALS & OTHER

performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

Safeguarding Personal Identifiable Information (2 CFR § 200.82): Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *Proposer* will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200): Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II(H)): Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *Proposer* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

Trafficking Victims Protection Act (2 CFR Part 175): Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Proposer* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Proposer* from (1) engaging in severe forms of trafficking in persons during the period of time that *resulting contract* is in effect; (2) procuring a commercial sex act during the period of time that *resulting contract* is in effect; or (3) using forced labor in the performance of the contracted services under a *resulting contract*. A *resulting contract* may be unilaterally terminated immediately by County for *Proposer's* violating this provision, without penalty.

Domestic Preference For Procurements (2 CFR § 200.322): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in a *resulting contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005): Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrak and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposer's submittal non-responsive.

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Proposer* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-

232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government FACILITY, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections (41 U.S.C. § 4712): Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Proposer* employees may apply to the Federal grant award dollars involved with a *resulting contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Proposer* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Proposer* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Proposer* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

Never Contract With The Enemy (2 CFR Part 183): Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *Proposer* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

Federal Agency Seals, Logos and Flags: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Proposer* shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

SECTION 8 BUSINESS CREDENTIALS & OTHER

No Obligation by Federal Government: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a resulting contract.

The Principal _____ on behalf of
DAG Architects, Inc. _____ the proposer is authorized to sign below and confirm the proposer is
fully able to comply with these requirements, federal terms and conditions and has made inquiries and further
examination of the law and requirements as is necessary to comply.

DATE: November 7, 2023

SIGNATURE: 

COMPANY: DAG Architects, Inc.

NAME: Charles W. Clary III

ADDRESS: 1223 Airport Road
Destin, FL 32541

TITLE: Principal in Charge

E-MAIL: cclary@dagarchitects.com

PHONE NO.: (850) 837-8152

Standard Contract Clauses Exhibit "B"

Title VI Clauses for Compliance with Nondiscrimination Requirements Compliance with Nondiscrimination Requirements

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252). The contractor and any subcontractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department

SECTION 8 BUSINESS CREDENTIALS & OTHER

of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.;

- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies as amended (42 U.S.C. §§ 12101 et seq. and/or in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall:
 - a. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
 - (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)), a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
 - (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of:
 - i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
 - (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

SECTION 8 BUSINESS CREDENTIALS & OTHER

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

(a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(c) Who has undergone a completed background investigation and been issued credentials pursuant to

Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for

Federal Employees and Contractors.

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

(1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item), or

(ii) Construction,

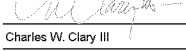
(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.

SECTION 8 BUSINESS CREDENTIALS & OTHER

RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES

The Principal on behalf of DAG Architects, Inc.
 the *proposer* is authorized to sign below and confirm the *proposer* is fully able to comply with these requirements,
 federal terms and conditions and has made any inquiries and/or further examination of the law and requirements
 as is necessary to comply.


DATE: November 7, 2023 SIGNATURE: 
 COMPANY: DAG Architects, Inc. NAME: Charles W. Clary III
 ADDRESS: 1223 Airport Road TITLE: Principal
Destin, FL 32541
 E-MAIL: cclary@dagarchitects.com
 PHONE NO.: (850) 837-8152

RESPONSE DOCUMENT #15: BUY AMERICA CERTIFICATES

If steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5 of this part) are being
 procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror
 in accordance with the requirement contained in 49 CFR § 661.13(b) of this part.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1),
 and the applicable regulations in 49 CFR part 661.

DATE: November 7, 2023
 SIGNATURE: 
 COMPANY: DAG Architects, Inc.
 NAME: Charles W. Clary III
 TITLE: Principal in Charge

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j),
 but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the
 applicable regulations in 49 CFR 661.7.

DATE: _____
 SIGNATURE: _____
 COMPANY: _____
 NAME: _____
 TITLE: _____



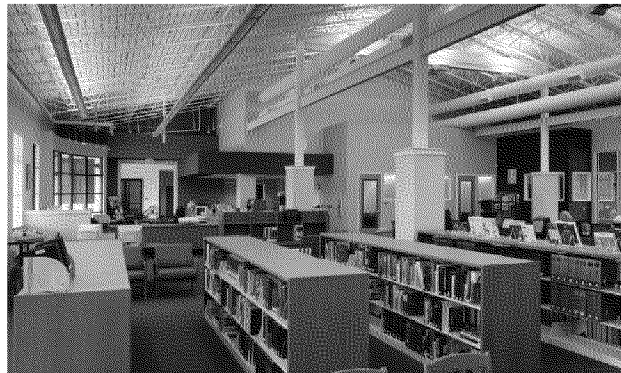
10 FINANCIAL STABILITY



SECTION 9 FINANCIAL STABILITY

Response to Submission of Soft Pull Financial Information

DAG Architects agrees to provide a Soft Credit Pull report if selected for the Shortlist Interview.





PENSACOLA | DESTIN | PANAMA CITY | TALLAHASSEE | MELBOURNE | ATLANTA

1223 Airport Rd, Destin, FL 32541