

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/11/2020

Contract/Lease Control #: C19-2768-WS

Procurement#: RFQ 68-18 WS

Contract/Lease Type: CONTRACT

Award To/Lessee: POLY, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/02/2019

Expiration Date: 01/01/2022 W/ 1 YR RENEWALS

Description of: ENGINEERING SERVICES FOR HWY 90 E. WATER & SEWER EXTENSIONS

Department: WS

Department Monitor: LITRELL

Monitor's Telephone #: 850-651-7195

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

Closed:

Cc: BCC RECORDS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/14/2021

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

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

PRODUCER RSC Insurance Brokerage, Inc. 109 Columbiana Road Birmingham AL 35209	CONTACT NAME: Jackie Murk PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jmurk@risk-strategies.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Company of America NAIC # 25666 INSURER B: Phoenix Insurance Company 25623 INSURER C: Travelers Property Casualty Company of America 25674 INSURER D: Travelers Casualty Insurance Company of America 19046 INSURER E: XL Specialty Insurance Company 37885 INSURER F:
INSURED Poly, Inc. Polyenvironmental Corporation P.O. Box 837 Dothan AL 36302	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	6806H40680A	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA1R396091	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP4C228788	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	N/A	UB7J652799	11/01/2020	11/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			DPR9968640	11/01/2020	11/01/2021	Each Claim \$5,000,000 Aggregate \$5,000,000	


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract #C19-2768-WS.

Okaloosa County is included as an additional insured as respects the General Liability. These provisions written contract or agreement.

CONTRACT#: C19-2768-WS
POLY, INC.
ENGINEERING SVS FOR HWY 90 E. WATER AND SEWER EXTENSIONS
EXPIRES: 01/01/2022 W/1 1 YR RENEWAL

CERTIFICATE HOLDER**CANCEL**

Okaloosa County Board of Commissioners Attn: Holly Cano 5479A Old Bethel Road Crestview FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Risk Strategies Company		NAMED INSURED Poly, Inc. Polyenvironmental Corporation P.O. Box 837 Dothan AL 36302
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: Okaloosa County Board of Commissioners Attn: Jessica Darr

ADDRESS: 5479A Old Bethel Road Crestview FL 32536

Okaloosa County Board of Commissioners is included as Additional Insured on the General Liability, Auto Liability and Umbrella Liability referenced above as respects their interest in services provided by Poly, Inc. and provided it is a requirement under a written contract or agreement. It is further agreed a Waiver of Subrogation in favor of Okaloosa County Board of Commissioners applies to General Liability, Auto Liability, Umbrella Liability and Workers' Compensation.

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 1/03/2019

Contract/Lease Control #: C19-2768-WS

Procurement#: RFQ 68-18-WS

Contract/Lease Type: CONTRACT

Award To/Lessee: POLY, INC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 1/2/2019

Expiration Date: 12/31/2020

Description of Contract/Lease: ENGINEERING SERVICES FOR HWY 90 E WATER AND SEWER EXTENSIONS

Department: WS

Department Monitor: J. LITRELL

Monitor's Telephone #: 850-651-7195

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

Closed:

Cc: Finance Department Contracts & Grants Office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2019

C19-2768-WS

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

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PRODUCER Risk Strategies Company 109 Columbiana Road Birmingham, AL 35209 www.risk-strategies.com	CONTACT NAME: Jackie Murk PHONE (A/C No, Ext): 800-595-6526 FAX (A/C, No): 901-820-0402 E-MAIL ADDRESS: jmurk@risk-strategies.com
	INSURER(S) AFFORDING COVERAGE
INSURED Poly, Inc. Polyenvironmental Corporation P.O. Box 837 Dothan AL 36302	INSURER A: Travelers Indemnity Company of America NAIC # 25666
	INSURER B: Phoenix Insurance Company 25623
	INSURER C: Travelers Property Casualty Company of America 25674
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER: 62124772** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	680-6H40680A	11/1/2019	11/1/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BA-7D332728	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP-4C228788	11/1/2019	11/1/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UB-7J652799	11/1/2019	11/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Professional Liability			DPR9934310	11/1/2019	11/1/2020	Per Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract #C19-2768-WS
 Okaloosa County Board of Commissioners is included as Additional Insured on the General Liability, Auto Liability and Umbrella Liability referenced above as respects their interest in services provided by Poly, Inc. and provided it is a requirement under a written contract or agreement. It is further agreed a Waiver of Subrogation in favor of Okaloosa County Board of Commissioners applies to General Liability, Auto Liability, Umbrella Liability and Workers' Compensation.

CONTRACT#: C19-2768-WS
POLY, INC.
ENGINEERING SERVICES FOR HWY 90 E
WATER & SEWER EXTENSIONS
EXPIRES: 12/31/2020

CERTIFICATE HOLDER

Okaloosa County Board of Commissioners
 302 N. Wilson Street
 Suite 302
 Crestview FL 32536

CAI

SI
 TI
 AI

AUTHORIZED REPRESENTATIVE

M B Christian
 Michael Christian



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/10/2019

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

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	INSURER(S) AFFORDING COVERAGE
INSURED Poly, Inc. Polyenvironmental Corporation P.O. Box 837 Dothan AL 36302	INSURER A: Travelers Indemnity Co of America NAIC #: 25666
	INSURER B: Phoenix Insurance Company NAIC #: 25623
	INSURER C: Travelers Indemnity Company NAIC #: 25658
	INSURER D: Standard Fire Insurance Company NAIC #: 19070
	INSURER E: XL Specialty Insurance Company NAIC #: 37885
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 48612489 **REVISION NUMBER:**

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

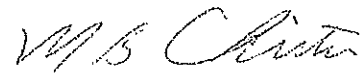
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	680-6H40680A	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BA-7D332728	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP-4C228788	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	UB-7J652799	11/1/2018	11/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			DPR9919162	11/1/2018	11/1/2019	Per Claim \$ 5,000,000 Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract #C19-2768-WS
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CONTRACT#: C19-2768-WS
POLY, INC.
ENG SVS FOR HWY 90 E WATER & SEWER EXTENSIONS
EXPIRES: 12/31/2020

CERTIFICATE HOLDER **CANCELLED**

Okaloosa County Board of Commissioners 302 N. Wilson Street Suite 302 Crestview FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Michael Christian
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**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD 6878 Tracking Number: 3187-18
Procurement/Contractor/Lessee Name: Poly, Inc. Grant Funded: YES NO
Purpose: Engineering Services for Hwy 90 east water truck
Extensions
Date/Term: 12-31-2020 1. GREATER THAN \$100,000
Amount: by fast order 2. GREATER THAN \$50,000
Department: WS 3. \$50,000 OR LESS
Dept. Monitor Name: Cittrill

Purchasing Review

Procurement or Contract/Lease requirements are met:
Debra Mason Date: 11-20-18
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

Approved as written:
[Signature] Date: 11.21.18
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached
Date: 12-1-18
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached
Date: 12-7-18
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:
Date: _____
Finance Manager or designee

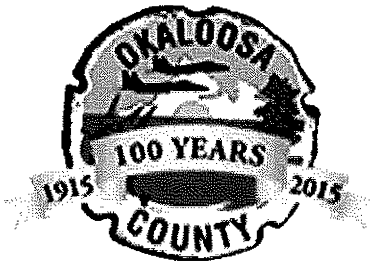
DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Saturday, December 01, 2018 4:16 PM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: Poly draft Contract

This is approved for legal purposes.

From: DeRita Mason [mailto:dmason@myokaloosa.com]
Sent: Tuesday, November 20, 2018 1:43 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: Poly draft Contract

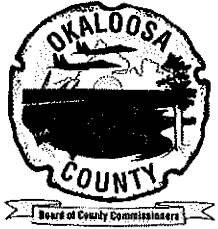
Please review and approve.



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

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

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Board of County Commissioners Purchasing Department

State of Florida

Date: October 19, 2018

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
RFQ WS 68-18

Engineering Services for the Highway 90 East Water and Sewer Main Extensions for Okaloosa County
Water and Sewer

The Water and Sewer Department would like to thank all businesses which submitted responses to the Engineering Services for the Highway 90 East Water & Sewer Main Extensions for Okaloosa County Water and Sewer Department. (RFQ WS 68-18)

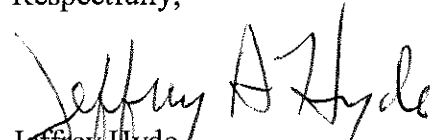
After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

Poly, Inc.
102 Sunset Lane
Shalimar, FL 32579

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 30 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 30.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,


Jeffrey Hyde
Purchasing Manager



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

Log In

Login.gov FAQs

ALERT - June 11, 2018: Entities registering in SAM must submit a notarized letter appointing their authorized Entity Administrator. Read our updated FAQs to learn more about changes to the notarized letter review process and other system improvements.

Entity Dashboard

POLY, INC.
 DUNS: 021246558 CAGE Code: 0G2J5
 Status: Active
 Expiration Date: 06/01/2019
 Purpose of Registration: All Awards

1935 Headland Ave
 Dothan, AL 36503-1207
 UNITED STATES

- ▶ [Entity Overview](#)
- ▶ [Entity Registration](#)
 - ▶ [Core Data](#)
 - ▶ [Assertions](#)
 - ▶ [Reps & Certs](#)
 - ▶ [POCs](#)
- ▶ [Exclusions](#)
 - ▶ [Active Exclusions](#)
 - ▶ [Inactive Exclusions](#)
 - ▶ [Excluded Family Members](#)

[RETURN TO SEARCH](#)

Entity Overview

Entity Registration Summary

Name: POLY, INC.
Business Type: Business or Organization
Last Updated By: Bruce Bradley
Registration Status: Active
Activation Date: 07/06/2018
Expiration Date: 06/01/2019

Exclusion Summary

Active Exclusion Records? No



IBM-P-20181206-1708
WWW5

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9138

W&S #1

**BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

DATE: January 2, 2019
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Stephanie Herrick
SUBJECT: Poly, Inc.
DEPARTMENT: OMB
BCC DISTRICT: 1- Fountain

STATEMENT OF ISSUE: Request approval of the contract with Poly, Inc. to provide Engineering Services for the Highway 90 East Water and Sewer Main Extensions for Okaloosa County Water and Sewer.

BACKGROUND & ANALYSIS: A Request for Qualifications for Engineering Services for the Highway 90 East Water and Sewer Main Extensions for Okaloosa County Water and Sewer was conducted, with an opening due date of September 19, 2018. At that time, Purchasing received one (1) proposal. The proposal was evaluated by the Purchasing Department, Review Committee and the Water & Sewer Department, and it was determined that Poly, Inc. was the most responsive and qualified respondent. The notice of the Intent to Award was issued on October 19, 2018 and all parties were notified that Poly, Inc. had been selected.

The Grant Award Agreement for this project was approved at the August 7, 2018 Board meeting.

Funding Source: Triumph Gulf Coast will fund 54.3% with the County paying 45.7%. Triumph funding is set with a not to exceed amount of \$1.5 million.

Department # 741510
Account # 563311
Amount: \$202,500

OPTIONS: Approve/Deny

RECOMMENDATION: Staff recommends approval of the contract with Poly, Inc. for \$202,500.

Stephanie Herrick
Stephanie Herrick, Director 12/21/2018

RECOMMENDED BY:

Kay Godwin
Kay Godwin, Deputy County Administrator 12/26/2018

APPROVED BY:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/04/2019

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

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

PRODUCER Willis Towers Watson Midwest, Inc. fka Willis of Minnesota, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Fire Insurance Company INSURER B: Liberty Insurance Corporation INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 23035 42404
INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106		

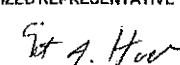
COVERAGES **CERTIFICATE NUMBER: W9876003** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	TB2-641-444950-038	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 OTHER: \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-048	06/01/2018	06/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	TH7-641-444950-068	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 OTHER: \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WA7-64D-444950-018	06/01/2018	06/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract. Umbrella/Excess policy is Follows Form over General Liability, Auto Liability and Employers Liability.

Project: Program Management for the Southwestern Crestview Bypass and Raspberry Road Connector.

CERTIFICATE HOLDER Okaloosa County Board of County Commissioners Okaloosa County Purchasing Department Attn: Victoria Taravella 5479A Old Bethel Road Crestview, FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CONTRACT
AGREEMENT FOR CONSULTANT SERVICES Engineering Services for the
Highway 90 East Water & Sewer Main Extensions
Between
The Board of County Commissioners of Okaloosa County
And
POLY, INC.

This Agreement made on January 2, 2019 between ***Board of County Commissioners of Okaloosa County*** [COUNTY], whose address is ***1250 N. Eglin Pkwy, Shalimar, Florida 32579***, and ***POLY, INC.*** [CONSULTANT], a Florida Corporation *authorized to conduct business in the State of Florida*, having its principal office located at ***102 Sunset Lane, Shalimar, FL 32579***

RECITALS

WHEREAS, COUNTY will require the services of a qualified engineering firms to perform certain professional and technical services for the proposed Highway 90 East Water & Sewer Main Extensions [PROJECT], 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 COUNTY, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are hereby incorporated, as stated in Exhibit D attached hereto; 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 September 19, 2018 in response to RFQ #WS 68-18.

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 #WS 68-18 is also made part of this AGREEMENT, attached hereto as Exhibit C and incorporated by reference.
- 1.2. Basic Services.** The services to be performed under this AGREEMENT are described in further detail in Exhibit A - Scope of Services, attached to this AGREEMENT, and incorporated by reference. In general, the CONSULTANT agrees to provide the following services:

Professional services required to complete PROJECT including, but not limited to: serve as the Engineer-of-Record [EOR] to extend the existing potable water main approximately 4.3 miles to the east, along Hwy 90, from Shoffner Blvd to Jericho Rd, and to extend existing sanitary sewer force main approximately 3.0 miles to the east, along Hwy 90, from Clint Mason Rd to Jericho Rd, and a portion along the Fairchild Rd corridor to the Jerry D. Mitchem Water Reclamation Facility; both mains are preliminarily sized at 12-inch diameter; produce engineering design plans; perform engineer's cost estimates; permitting; preparation of plans, specifications, and bid/contract documents, all of which must conform to the requirements of the Triumph Gulf Coast grant agreement; engineering services during construction; perform grant administration and reporting; perform any miscellaneous engineering and technical service required in support of the project and specifically requested by the County. THIS AGREEMENT PERTAINS TO ANY AND ALL PROFESSIONAL ENGINEERING SERVICES NECESSARY FOR THE PROJECT.

- 1.3. Term of AGREEMENT.** This AGREEMENT will become effective upon full execution of this document by both parties, and will be for a three (3) year period. Upon mutual written consent of both Parties, the Agreement may be renewed for additional one (1) year periods until final completion of the construction project. In order to meet the completion deadline in the grant agreement, 90% design plans shall be produced no later than June 1, 2019, which shall be defined as the EOR's full design plans to be utilized in permitting.

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.** Provide boundary and topographical surveys. Furnish depth of existing utilities on the topographical survey at locations where horizontal directional bores or jack-and-bores are required.
 - 3.1.4.** 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.

- 3.1.5. 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.
- 3.1.6. 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 Exhibit A, 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. Contractor Indemnification and Claims.

- 5.1. The COUNTY agrees to include within contracts pertaining to construction under this AGREEMENT provisions providing contractor indemnification of the COUNTY and CONSULTANT for other contractor's negligence.
- 5.2. The COUNTY shall require construction contractor(s) to name the COUNTY and CONSULTANT as additional insureds on the contractor's general liability insurance policy.
- 5.3. **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.

5.4. 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 execution of the AGREEMENT by both parties 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 Exhibit B – Compensation and Hourly Per Diem Rate Schedule, attached hereto and incorporated by reference herein. CONSULTANT will submit invoices 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 thirty (30) days after receipt of CONSULTANT's invoice.
- 7.3. Compensation.** The compensation for the various work tasks associated with this AGREEMENT are defined in Exhibit A - Scope of Services. Payment will be calculated

and invoiced as either a percent complete for identified Lump Sum (LS) tasks or rate based Time and Material (T&M) tasks. T&M tasks will be billed based on CONSULTANT's rates, included as Exhibit B - Compensation and Hourly Per Diem Rate Schedule, for the actual time worked on each task. Rates are not subject to change for the term of this AGREEMENT. Reimbursement for Direct Expenses is also included in Exhibit B.

- 7.3.1.** Direct Expenses are those necessary costs and charges incurred for the PROJECT and further explained in Exhibit B. CONSULTANT has represented that they are local providers; therefore, in general, travel expenses are not allowed expenses and will not be reimbursed. However, travel expenses may only be approved/reimbursed by the COUNTY for specialized technical support, which would be authorized in advance in the specific work task. 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 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 B. These rates include all allowances for salary, overhead, and fees, but do not include allowances for Direct Expenses, as outlined in Exhibit B.

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. CONSULTANT's Coverage. Prior to commencing work, the CONSULTANT shall obtain and maintain in effect for the duration of this AGREEMENT at its own cost and expense the following insurance with insurance companies licensed in the State of Florida and shall provide certificates evidencing such insurance, including coverage for contractual liability, to the COUNTY in a form acceptable to the COUNTY.

12.2. Additional Insured. The CONSULTANT's policies or certificates for general and motor vehicle liability insurance shall name the COUNTY as an Additional Insured.

12.3. Certificate of Insurance. All policies or certificates therefore, shall provide that thirty (30) days prior to cancellation or material change in the policies, notice of same shall be given to the COUNTY by certified mail, return receipt requested, for all policies so affected.

12.4. Minimum Coverage. The minimum required coverage is the following:

12.4.1. Worker's Compensation and Employer's Liability. Worker's Compensation in compliance with the statutory requirements of the State and Employer's Liability in compliance with the statutory requirements of the State.

12.4.2. General Liability. Comprehensive general liability insurance covering operations, completed operations, contractual agreements, and independent contractors, each with minimum limits of liability as set forth below, issued to and covering the liability of the CONSULTANT with respect to all work performed by the CONSULTANT under this AGREEMENT.

Bodily Injury, including death:
\$1,000,000 each person
\$1,000,000 each accident
Property Damage: \$500,000 each accident

12.4.3. Motor Vehicle Liability. Motor vehicle liability insurance including all owned, hired, or non-owned vehicle equipment for minimum limits of:

Bodily Injury, including death:
\$1,000,000 each person
\$1,000,000 each accident
Property Damage: \$500,000 each accident

12.4.4. Professional Liability. Professional liability insurance in an amount of at least \$1,000,000 total limit of liability per claim and aggregate.

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.

13.2. 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.

13.3. 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: Jeff Littrell
Title: Director
Company: Okaloosa County Water and Sewer
Department
Address: 1804 Lewis Turner Boulevard
Fort Walton Beach, FL 32547
Telephone: 850.651.7172
Facsimile: 850.651.7193
E-Mail: jlittrell@co.okaloosa.fl.us

13.3.1.2. The authorized representative for CONSULTANT shall be:

Name: Bruce Bradley, P.E.
Title: President
Company: Poly, Inc.
Address: 102 Sunset Lane
Shalimar, FL 32579
Telephone: 850-609-1100
Facsimile: 850-609-1101
E-Mail: mevans@poly-inc.com

13.3.1.3 Courtesy copy to:

Contracts & Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Fax: 850-689-5970
Phone: 850-689-5960
E-Mail: dmason@myokaloosa.com

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 – Scope of Services

13.4.2. Exhibit B – Compensation and Hourly Per Diem Rate Schedule

13.4.3. Exhibit C – CONSULTANT’s proposal submitted to the COUNTY for RFQ #WS 68-18

13.4.4. Exhibit D – Standard Contract Clauses

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 engineering or related services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. CONSULTANT will re-perform any engineering 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 5479 OLD BETHEL ROAD 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.

13.17. CONSULTANT's Personnel at Construction Site.

13.17.1. The presence or duties of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, does not make CONSULTANT or CONSULTANT's personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and

procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.

- 13.17.2.** CONSULTANT and CONSULTANT's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.
- 13.17.3.** The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to the COUNTY a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

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 Exhibit A – Scope of Services, 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

15.1.1 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.

SECTION 16. MINORITY/WOMEN'S BUSINESS ENTERPRISES

16.1.1. The Consultant 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 Consultant will require compliance by all sub-contractors. Prior to contract award, the Consultant 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

SECTION 17. PROCUREMENT OF RECOVERED MATERIALS

17.1.1. Consultant 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.

SECTION 18. ENVIRONMENTAL AND ENERGY POLICIES

18.1.1 The Consultant 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].

18.1.2. Clean Air Act.

- a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Contract.

18.1.3. Federal Water Pollution Control Act.

- a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Contract.

SECTION 19. FEDERAL SUSPENSION AND DEBARMENT

19.1.1 This Agreement may be covered in part as transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- a. The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- b. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
- c. The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SECTION 20. LOBBYING

20.1.1 Byrd Anti-Lobbying Amendment. Consultant who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.

SECTION 21. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

- 21.1.1** The Consultant and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Consultant shall include this provision in all subcontracts issued as a result of this Agreement.
- 21.1.2** No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.
- 21.1.3.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- 21.1.4.** Any dispute concerning performance of this Contract shall be processed as described herein. Jurisdiction for any damages arising under the terms of this Contract will be in the courts of the State of Florida, and venue will be in the Second Judicial Circuit, in and for Okaloosa County. Except as otherwise provided by law, the parties agree to be

responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Contract.

SECTION 22. FEDERAL REGULATIONS

22.1.1 The parties agree to comply with the Federal Regulations, including, but not limited to, as set forth in Exhibit D, which is expressly incorporated herein as part of the AGREEMENT.

SECTION 23. ENFORCEMENT COSTS

23.1.1 If any legal action or other proceeding is brought for the enforcement of this AGREEMENT, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this AGREEMENT, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

SECTION 24. DEBT

24.1.1 The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this CONTRACT.

SECTION 25. PERSONNEL

25.1.1 The CONSULTANT is, and shall be, in the performance of all work services and activities under this AGREEMENT, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

25.1.2 The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the COUNTY, nor shall such personnel be entitled to any benefits of the COUNTY including, but not limited to, pension, health and workers' compensation benefits.

25.1.3 All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

25.1.4 Any changes or substitutions in the CONSULTANT's key personnel, as may be listed in CONSULTANT's statement of qualifications, must be made known to the COUNTY's Representative and written approval must be granted by the COUNTY's Representative before said change or substitution can become effective, said approval for which shall not unreasonably be withheld.

25.1.5 The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to professional standards applicable to firms of similar local and national reputation.

25.1.6 The CONSULTANT warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this AGREEMENT meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations. CONSULTANT shall indemnify, defend and hold harmless the COUNTY, its officers and employees from and against any sanctions and any other liability which may be assessed against the CONSULTANT in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

25.1.7 The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

SECTION 26. TRUTH IN NEGOTIATION REPRESENTATIONS


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

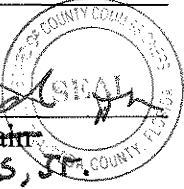
26.1.2 In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this CONTRACT by the CONSULTANT shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this AGREEMENT are accurate, complete and current as of the date of the AGREEMENT and no higher than those charged the CONSULTANT's most favored customer for the same or substantially similar service. Should the COUNTY determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates and compensation provided for in this AGREEMENT shall be adjusted accordingly.

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.


The COUNTY
Board of County Commissioners of
Okaloosa County

CONSULTANT
Poly, Inc.

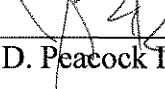
By: 
~~Graham W. Fountain~~
Charles K. Windes, Jr.




Title: Chairman

By: 
BRUCE A. BRADLEY

Title: PRESIDENT

Attested: 
J.D. Peacock II, Clerk




KENNETH SANDERS, SECRETARY

***** END *****

Exhibit A

Scope of Basic Services for Hwy 90 East Water & Sewer Main Extensions

Article A. Purpose:

The purpose of this Exhibit is to define the Scope of Basic Services that POLY, Inc. (CONSULTANT) shall provide for the proposed Hwy 90 East Water & Sewer Main Extensions (PROJECT) for the Okaloosa County Board of County Commissioners (COUNTY). Note that a primary funding source of the PROJECT is a Triumph Gulf Coast grant agreement (GRANT).

Article B. Scope of Services:

The CONSULTANT agrees to furnish general professional engineering and technical services for the Work applicable to Design, Permitting, Bid, Construction Phase Services, and Grant Administration Assistance for the construction of proposed PROJECT. The services that the CONSULTANT agrees to furnish as part of this AGREEMENT include, but are not limited to engineering and technical services to perform the following:

1. Design Phase Services - Produce engineered design plans, perform cost estimates, prepare technical specifications documents for new water and sewer mains as generally described below:
 - a. Extend the existing potable water main approximately 4.3 miles to the east, along Hwy 90, from Shoffner Blvd to Jericho Rd, excluding the Shoal River, which already has a subaqueous bore installed.
 - b. Extend existing sanitary sewer force main approximately 3.0 miles to the east, along Hwy 90, from Clint Mason Rd to Jericho Rd, and a portion along the Fairchild Rd corridor, from Hwy 90 to the Jerry D. Mitchem Water Reclamation Facility.
2. Permitting Phase Services - Provide agency coordination including applying for required permit applications including FDOT, FDEP, USACOE (wetlands crossing), County Public Works, and CSX (railroad crossing).
3. Bid Phase Services – Provide assistance to the COUNTY with bidding the project, including preparing/modifying bid documents, pre-bid meeting attendance, answering RAIs, attending bid opening, reviewing bids, and recommending award.
4. Construction Phase Services – Provide miscellaneous engineering and technical services required in support of the project during construction and provide adequate on-site construction observation services to verify conformance with plans and specifications as required to certify permit closeout.
5. Grant Administration Services – Provide grant administration and reporting assistance to the COUNTY for preparation of reports to Triumph Gulf Coast, Inc.

Specific Work Tasks that may be authorized by the COUNTY's representative are presented below.

Work Task 1. Design Phase Services

1.1 Design Phase Services

- 1.1.1 CONSULTANT shall utilize field surveys furnished by COUNTY for design of water and sewer mains. Survey will include topography, underground utilities, right-of-way, and recorded water & sewer easements.
- 1.1.2 CONSULTANT shall evaluate anticipated flow rates and conditions and recommend a pipe size/rating to meet the current and anticipated hydraulic conditions (preliminarily sized as 12-inch).
- 1.1.3 CONSULTANT shall develop detailed design drawings, based on the field survey and hydraulic analysis, depicting pipeline alignments, connections to existing utilities, locations of valves, fittings, air release valves and other appurtenances for complete water and sewer main extensions. Drawings shall be submitted to COUNTY at 30% (alignment only), 60%, 90%, and 100% intervals. CONSULTANT shall manage the PROJECT and COUNTY accordingly to produce 90% design drawings, which shall be submitted to COUNTY no later than June 1, 2019, in order to meet the final completion deadline of the GRANT. It is anticipated that the 90% design drawings will be the complete design, to be utilized in permitting; and that the 100% design drawings will be final plans released for construction, after all permits are issued.
- 1.1.4 CONSULTANT shall prepare technical specifications in general conformance with the Construction Specifications Institute.
- 1.1.5 CONSULTANT shall review with COUNTY at specified intervals representing 30% (for alignment only), 60%, and 90% design. Technical Specifications shall be submitted at 60% and subsequent reviews. Contract documents shall be submitted at 90% and subsequent reviews.
- 1.1.6 CONSULTANT shall prepare an opinion of probable cost for COUNTY's review and with detail consistent with each review submittal. The estimates of project costs provided by the CONSULTANT will be made on the basis of information available to the CONSULTANT and CONSULTANT's past experience. Since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, the Proposers' methods of determining prices, competitive bidding and market conditions, and future economic and unforeseen conditions, there will be no guarantee or warranty that future costs will not vary from estimates and projections.

Work Task 2. Permitting Phase Services

2.1 Permitting and Interagency Coordination

- 2.1.1 CONSULTANT shall prepare necessary permit applications for approval by the Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), and County Public Works. Permit fees shall be paid for by COUNTY.
- 2.1.2 CONSULTANT shall coordinate with said agencies and respond to any requests for additional information, in order to obtain all necessary permits.

Work Task 3. Bid Phase Services

CONSULTANT shall furnish bid phase services to allow COUNTY to obtain competitive bids. The specific work to be completed in this task shall consist of the following:

3.1 Bid Documents

- 3.1.1 CONSULTANT shall prepare standard contract documents using CONSULTANT's standard EJCDC format documents and inclusive of any COUNTY required documents. CONSULTANT to ensure all GRANT requirements related to construction are included with the bid documents.
- 3.1.2 CONSULTANT shall submit Bid Phase documents for COUNTY'S review to include but not limited to Purchasing, Risk Management, and Legal. CONSULTANT shall incorporate comments received from these departments.
- 3.1.3 CONSULTANT shall assist COUNTY's Purchasing Department with the Bid Process. Assistance shall generally consist of:
 - 3.1.3.1 Sale of Bid Documents to Interested Bidders and/or suppliers
 - 3.1.3.2 Answering any RFI's from plan holders that arise during the bid process.
 - 3.1.3.3 Conducting a Pre-Bid meeting and making notes from that meeting.
 - 3.1.3.4 Drafting any necessary addendums and submitting to the COUNTY's Purchasing Department.
 - 3.1.3.5 Attending the public bid opening.
 - 3.1.3.6 Reviewing all bids received to determine if they are responsive and responsible.
 - 3.1.3.7 Conduct any necessary investigations of the successful bidder, including reference checks and review of qualifications.
 - 3.1.3.8 Prepare a tabulation of bids received and Recommendation of Award to submit to the COUNTY's Purchasing Department and Triumph Gulf Coast, Inc. for approval.
 - 3.1.3.9 Prepare contract documents for execution by the successful bidder and the COUNTY. CONSULTANT will submit to COUNTY's Purchasing Department for review by Purchasing, Risk Management, and Legal, and incorporate any comments received from these departments.

Work Task 4. Construction Phase Services

CONSULTANT shall serve as COUNTY's Representative for the PROJECT and shall serve as the COUNTY's representative at meetings, workshops, site visits, and other necessary functions of the PROJECT. Specifically, CONSULTANT shall perform the following services:

4.1 Services During Construction.

CONSULTANT shall perform overall services during construction for the construction phases of the PROJECT. Specific services that shall be provided include:

- 4.1.1 Attend pre-construction conference and attend other meetings with representatives of the COUNTY, the Contractor, and other appropriate parties when requested for consultation or conference about the construction activities of the projects.

- 4.1.2 Consult and advise COUNTY during construction and provide or coordinate technical interpretations of the drawings and specifications.
- 4.1.3 Evaluate and coordinate Contractor requested deviations from the approved design or specifications of the project and submit a recommendation to the COUNTY, and otherwise advise the COUNTY in the evaluation of the cost of necessary Contract change orders related to the projects.
- 4.1.4 Coordinate with the COUNTY the review of shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections, and other data that the Contractor is required to submit. The CONSULTANT shall review and shall coordinate the review of these data for general conformance with the design concepts of the project and for general compliance with the information given in the drawings, specifications, and any addenda. The CONSULTANT shall have approval authority over this information. Such review is not intended to relieve the Contractor of its full responsibility for Contract performance, nor is the review intended to ensure or guarantee lack of inconsistencies, errors, or omissions between the submittals and the Contract requirements.
- 4.1.5 Manage and track the receipt, review, disposition, and distribution and approval of shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections, and other data that the Contractor is required to submit.
- 4.1.6 Make periodic visits to the site of the project to observe the progress of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents and Permits.
- 4.1.7 Perform contract administration, including reviewing and approving periodic and final estimates for payment to the Contractor and make recommendations to the COUNTY about same.
- 4.1.8 Make a final review of the as-built drawings (provided by the Contractor) to determine, in general, if the work has been completed in conformance with the design drawings and other Contract requirements.
- 4.1.9 Prepare and submit permit closeout/clearance documents. Provide RECORD DRAWINGS, which shall be a stamped, signed, and dated by the Engineer-of-Record; disclaimers are permissible per Florida Administrative Code 61G15-30.

4.2 Resident Observation Services.

CONSULTANT shall be an extension of the OWNER and perform limited on-site resident observation services to represent the OWNER during the construction of the PROJECT. Specifically, CONSULTANT shall:

- 4.2.1 As the OWNERS representative, perform limited QA/QC inspections and note all deficiencies that are not in accordance with the plans and specifications. Subsequently, follow up that all deficiencies are addressed and meet the requirements of the Drawings and Specifications and the OWNER. Review and recommend to the OWNER progress payments that are due the Contractor as set forth in the Construction Contract.
- 4.2.2 Review and approve final as-built drawings from the Contractor.

Work Task 5. Grant Administration Services

CONSULTANT shall assist COUNTY's Grant Department with grant administration services to meet GRANT requirements.

5.1 Grant Administration Services

- 5.1.1 COUNTY shall provide information and reports to submit to Triumph Gulf Coast, Inc. in accordance with the requirements of the GRANT.
- 5.1.2 COUNTY shall perform other duties as directed by COUNTY related to the GRANT, such as reporting, audits, or other tasks as may be required by COUNTY or Triumph Gulf Coast, Inc.

**** End ****

Exhibit B— Compensation and Hourly Per Diem Rate Schedule and Standard Rates for Direct Expenses for Hwy 90 East Water & Sewer Main Extensions

The purpose of this document is to describe POLY, Inc.'s compensation and hourly per diem rate schedule of charges.

Compensation

As compensation for providing the services described in Exhibit A—Scope of Basic Services for Design, Permitting, Bid, Construction Phase Services and Grant Administration for the Hwy 90 East Water & Sewer Main Extensions, CLIENT shall pay CONSULTANT in accordance with the Agreement based on either a percent complete for identified Lump Sum (LS) task or rate based for Time and Material (T&M) task. T&M task will be billed based on the hourly per diem rate schedule per employee grade, as defined in Table 1, for the actual time worked on the Project. CONSULTANT's standard Direct Expense rates will be identified and will be reimbursed as defined in Table 2.

The Hourly Per Diem Rates are 1/8th of the tabulated per diem rate for a normal 8-hour workday.

Table 1. Hourly Per Diem Rate Schedule

Classification	Billing Rate
Sr. Principal E/A; Program Manager	\$190
Principal E/A III	\$170
Principal E/A II; Sr. Project Manager	\$145
Principal E/A I; PLS; Project Manager	\$125
Professional E/A IV	\$140
Professional E/A III	\$125
Professional E/A II	\$110
Professional E/A I	\$95
Sr. E/A Tech; Sr. Designer	\$92
Project E/A; E/A Intern	\$87
E/A Tech; Designer	\$77
CADD Tech III	\$61
CADD Tech II	\$54
CADD Tech I	\$36
GIS Tech	\$95
Sr. Environmental Scientist	\$102
Environmental Scientist; Lab Mgr.	\$82
Lab Chemist	\$66
Lab Technician	\$51
Survey 3-Person	\$200
Survey 2-Person	\$140
Sr. Resident Project Rep.; Sr. Field Tech	\$92
Resident Project Rep. II; Field Tech II	\$77
Resident Project Rep. I; Field Tech I	\$61

Admin/Clerical II	\$56
Admin/Clerical I	\$48

Table 2. Standard Rates for Direct Expenses

Expense Category	Rate (\$)
Mileage	Cost
Special Shipping	Cost
CADD Computer Time	Included in Per Diem
Lodging & Travel	Cost
Additional Laboratory Tests & Analysis	Cost + 5%
Extra Printing, Presentation Boards, Binding, & Reproduction	Cost + 5%
Sub-Consultant Services	Cost + 5%

Table 2 applies only to Work Tasks 3, 4 and 5. The other Work Tasks (1 & 2) are Lump Sum and will not have Direct Expenses.

The Total Budget for this AGREEMENT is \$202,500. The estimated individual Work Tasks specified in Exhibit A- Scope of Services, for this AGREEMENT are presented in Table 3, below:

Table 3. Breakdown of Budget

Work Task Description	Work Task Cost Amounts	Compensation Method
1. Design Phase Services	\$135,000	Lump Sum
2. Permitting Phase Services	\$15,000	Lump Sum
3. Bid Phase Services	\$20,000	Time & Material
4. Construction Phase Services	\$20,000	Time & Material
5. Grant Administration Services	\$12,500	Time & Material
Total Overall Budget	\$202,500	

CONSULTANT will keep CLIENT informed of progress so that the Total Overall Budget Ceiling and/or work effort can be adjusted if found necessary. CONSULTANT is not obligated to incur costs beyond the indicated approved Total Overall Budget, as may be adjusted, nor is CLIENT obligated to pay CONSULTANT beyond these limits. The Scope and Total Overall Budget for this AGREEMENT can be increased with an Authorized Amendment to this AGREEMENT executed by both parties. When any amount has been increased, CONSULTANT's excess costs expended prior to such increase will be allowable to the same extent as if such been incurred after the approved increase.

***** END *****



EXHIBIT "C"

REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

RFQ TITLE:
**ENGINEERING SERVICES FOR THE HIGHWAY 90 EAST
WATER & SEWER MAIN EXTENSIONS FOR
OKALOOSA COUNTY WATER & SEWER**

RFQ NUMBER: WS 68-18

ISSUE DATE: August 20, 2018 8:00 am (CST)
LAST DAY FOR QUESTIONS: September 10, 2018 4:00 pm (CST)
RFQ OPENING DATE & TIME: September 19, 2018 4:00 pm (CST)

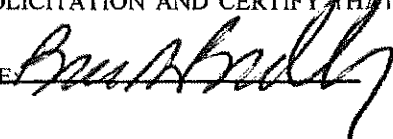
NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a response on the above referenced goods or services. All terms, specifications and conditions set forth in this RFQ are incorporated into your response. A response will not be accepted unless all conditions have been met. All responses must have an authorized signature in the space provided below. All responses must be sealed and received by the Okaloosa County Clerk of Court by the "RFQ Opening Date & Time" referenced above. The official clock for the purpose of receiving bids is located in the Clerk of Court, Brackin Building Conference & Training Room, #305 located at 302 N. Wilson St, Crestview, FL 32536. All envelopes containing sealed bids must reference the "RFQ Title", "RFQ Number" and the "RFQ Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of ninety (90) days after the bid opening unless otherwise specified.

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

COMPANY NAME Poly, Inc.
MAILING ADDRESS 102 Sunset Lane
P.O. Box 841
CITY, STATE, ZIP Shalimar, Florida 32579
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 63-0779072
TELEPHONE NUMBER: 850.609.1100 EXT: _____ FAX: 850.609.1101
EMAIL: mevans@poly-inc.com

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

AUTHORIZED SIGNATURE  TYPED Bruce Bradley, P.E.
OR PRINTED NAME
TITLE: President DATE: September 19, 2018

ENGINEERING SERVICES FOR HIGHWAY 90 EAST WATER & SEWER MAIN EXTENSIONS FOR OKALOOSA COUNTY WATER & SEWER

Pursuant to section 287.055, Florida Statutes, and County policy, the Okaloosa County Board of County Commissioners (BCC) requests qualifications from professional engineering firms to provide the following services, but not limited to:

Serve as the Engineer-of-Record for the Highway 90 East Water & Sewer Main Extensions Project; project consists of approximately 4.3 miles of water main and 3.0 miles of sewer force main, both preliminarily sized at 12-inch diameter, along Highway 90 East and Fairchild Road; produce engineering design plans; perform engineer's cost estimates; permitting; preparation of plans, specifications, and contract documents; engineering services during construction; perform grant administration and reporting to Triumph Gulf Coast; perform any miscellaneous engineering and technical service required in support of the project and specifically requested by the County. Services of the consultant shall be under the general direction of the County Department Director initiating the work or his/her designee, who shall act as the County's representative during the performance of the scope of services.

Agencies desiring consideration should provide an original and one (1) thumb drive of their Request for Qualifications (RFQ) with the agency's areas of expertise identified. Submissions should be portrait orientation, unbound, and 8 ½" x 11" where practical. Guidelines detailing form and content requirements for the statement of qualifications are available by contacting Okaloosa County Purchasing Department, 5479A Old Bethel Road, Crestview, FL 32536, Phone 850-689-5960, or download them from our website at http://www.co.okaloosa.fl.us/dept_purchasing.html.

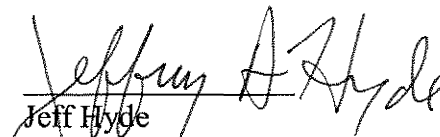
Submittals must be delivered to the Okaloosa County Purchasing Department at the address below no later than **September 19, 2018 @ 4PM** to be considered. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services.** Proposers using mail or delivery services assume all risks of late or non-delivery.

All submittals must be in sealed envelopes reflecting on the outside thereof "**Request for Qualifications for Engineering Services for Highway 90 East Water & Sewer Main Extensions.**" Failure to mark outside of envelope as set forth herein shall result in the submittal not being considered.

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

All submittals should be addressed as follows:

Okaloosa County Purchasing Department
RE: Engineering Services for Highway 90 East Water & Sewer Main Extensions, RFQ WS 68-18
5479A Old Bethel Road
Crestview, FL 32536


Jeff Hyde
Purchasing Manager

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FL
Graham W. Fountain, Chairman

**GUIDELINES FOR REQUEST FOR QUALIFICATIONS (RFQ):
ENGINEERING SERVICES FOR HIGHWAY 90 EAST WATER & SEWER MAIN EXTENSIONS FOR
OKALOOSA COUNTY WATER & SEWER**

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

It is the intent of Okaloosa County, on behalf of its Water & Sewer Department (OCWS), to contract with one (1) professional engineering firm that would produce engineering design plans and perform other engineering-related services in support of the proposed water and sewer mains. This project is funded through a grant agreement with Triumph Gulf Coast, Inc.; the grant agreement is attached for your review and familiarity with the project.

The role of the consultant will be to serve as the Engineer-of-Record (EOR) for the proposed water and sewer mains, as depicted on the attached map, and described as follows: extend the existing potable water main approximately 4.3 miles to the east, along Hwy 90, from Shoffner Blvd to Jericho Rd; extend existing sanitary sewer force main approximately 3.0 miles to the east, along Hwy 90, from Clint Mason Rd to Jericho Rd, and a portion along the Fairchild Rd corridor to the Jerry D. Mitchem Water Reclamation Facility; both mains are preliminarily sized at 12-inch diameter.

The project professional engineering services include but are not limited to: produce engineering design plans; perform engineer's cost estimates; permitting; preparation of plans, specifications, and bid/contract documents, all of which must conform to the requirements of the grant agreement; engineering services during construction; perform grant administration and reporting; perform any miscellaneous engineering and technical service required in support of the project and specifically requested by the County. Services of the consultant shall be under the general direction of the County Department Director initiating the work or his/her designee, who shall act as the County's representative during the performance of the scope of services.

Surveying is not in the scope. Survey – including topography, underground utilities, and right-of-way – will be provided by OCWS. OCWS will also provide past design work on the project along Highway 90, from over 10 years ago, to serve as a starting point (that design was previously not constructed and put on hold due to lack of funding). Water and sewer bores under the Shoal River have already been constructed and therefore, will not be included with this design. Upon project completion, as-built drawings will be provided by the installer.

It is expected that the consultants' contract will be negotiated either as lump sum and/or as fixed hourly costs for all positions required to complete any of the professional services listed above. These negotiations will conform to the Florida Consultants Competitive Negotiation Act (CCNA) Chapter 287.057, Florida Statutes and County policy. The County's standard form of consulting agreement is attached and will be utilized.

The overall term of this contract will be for three (3) years and may be renewed for additional one-year periods until final completion of the construction project. In order to meet the completion deadline in the grant agreement, 90% design plans shall be produced no later than June 1, 2019, which shall be defined as the EOR's full design plans to be utilized in permitting.

An original and one (1) thumb drive of the Requests for Qualifications (RFQ) will be required with one copy having been signed by a company official with the power to bind the company in its contract. All must be completely responsive to the Request for Qualification guidelines for consideration.

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

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

Payment schedule and basis for payment will be negotiated, but will be based upon documented work completed.

Submittals to be submitted in the format described below:

1. **Letter of Interest** including information on location of the firm's office that will be the lead office for this contract.
2. **Business Credentials** – Provide a synopsis of the consultant's qualifications, to include specific capabilities of the firm. Indicate whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, if so, include a copy of the certification with submittal.
3. **Registration** – List of the State of Florida licensing/registration qualifications of the consultant's personnel and business office.
4. **Specific Accomplishments** – Provide a listing of completed projects with a description of the work performed by the consultant representative of the type of work proposed under this Request for Qualifications. The list should include only projects that had significant input from individuals who will be assigned to work on County projects.
5. **Area of Expertise** – Provide list of your company's area of expertise, as it pertains to major water and sewer pipeline designs and grant-funded projects. Include listing of projects verifying same.
6. **Project Management Organization** – Describe the organizational structure that will be used to manage the project. The consultant must identify key personnel to be assigned to the project, and provide a resume of their qualifications, education and experience.
7. **References** – List five (5) references representative of past experience in the State of Florida similar to the services described herein, to include, at a minimum, a contact person, company name, phone number, and a brief description of the project or services rendered.
8. **Additional Information & Comments** – The contents under this heading are to be left to the discretion of the consultant. Material must be pertinent to the RFQ but not be otherwise requested in the Request for Qualifications.

Evaluation/Selection of Submittals – The submittals will be reviewed by the County's Standing Selection Committee. Proposals should be responsive to the items identified in this RFQ and contain no more than 35 pages. The 35 page maximum includes all required forms and certification copies, but excludes the cover and table of contents. The Committee will select those firms deemed to be most responsive and hear presentations by those firms, if necessary.

The Committee will evaluate all submittals received and:

1. Prepare an alphabetical listing of those proposers determined to be interested and available. Evaluate the submittals meeting minimum submission criteria based upon qualifications and conduct discussions with those firms deemed to be the most highly qualified to provide the services required. Selection as best qualified will be based on the following considerations:

- a. Responsiveness of the submittals clearly stating an understanding of the work to be performed for the County.
- b. Experience with projects similar in size and scope to those herein proposed. Cite past project examples, specifically the performance record of cost estimates versus actual costs. Include information on the firm's reputation and competence, including technical education and training, experience in projects outlined in the RFQ, availability of adequate personnel, equipment and facilities, and the extent of repeat business of the firm.
- c. Present an execution plan on achieving the production of 90% design plans by June 1, 2019 and total project completion (construction & testing) by Dec. 31, 2020, as stated in the attached grant agreement.
- d. Financial responsibility and solvency.
- e. Ability to observe and advise whether plans and specifications are being complied with.
- f. Past record of professional accomplishments related to the area(s) of work the firm is proposing to perform.
- g. Qualifications and responsibilities of personnel to be assigned to the program.
- h. Extent of experience and past performance when working with FDEP, NFWFMD, FDOT, USACE, and CSX in the capacity as an agent attempting to obtain permits and approvals.
- i. Extent of experience and past performance with grant/loan programs promulgated by FDEP, FDOT, FDEO, NFWFMD, EDC, SRF, USDA and other agencies.
- j. Experience with programs similar in size and scope to those herein proposed.
- k. Geographic location of personnel supporting this effort and physical proximity to respond to Okaloosa County questions and concerns is a key factor. Points will be awarded for project management staff located within 150 miles of Okaloosa County. This radius would allow response to emergency issues or short notice meetings within a half day or the following morning without significant per diem requirements.

2. Review of all submittals received will proceed as follows:

- a. The Standing Selection Committee will review all written documents submitted.
- b. The committee's ranking of prospective firms shall be based on the firm's qualifications, capabilities, ability, and adequacy of personnel, past record, recent experience, current workload, location of the firm or individual and the overall adherence to the Request for Qualifications.
- c. The committee may request oral presentations from the consultants when establishing the recommended priority or short list.

3. Presentation of the rankings, selections, agreements and proposed contracts will be made to the Okaloosa County Board of County Commissioners in accordance with the Purchasing Department's policy related to the acquisition of services.

4. At such time when an approval is granted by the Okaloosa County Board of Commissioners notification will be provided to each firm in accordance with the County's Purchasing Department policy.

5. Direct one-on-one contact with the Committee members, County Commissioners or County Administrator is prohibited (1 exception: if the contact pertains to a specific existing Contract/Task Order) when the qualifications are submitted to the County. Any questions during this period should be directed to the Purchasing Manager or their appointed representative.

6. Project timeline is as follows:

Responses Due:	September 19, 2018
Responses Reviewed by Committee:	October 9, 2018
Intent to Award issued:	October 12, 2018
Presented to BCCC for approval:	November 6, 2018

(The timeline is subject to change)

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 06/08/2018

CONTRACTORS INSURANCE

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

WORKERS' COMPENSATION INSURANCE

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

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor 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. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

LIMITS OF LIABILITY

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

- | | <u>LIMIT</u> |
|--------------------------|-------------------------|
| 1. Worker's Compensation | |
| 1.) State | Statutory |
| 2.) Employer's Liability | \$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 occurrence |

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

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

CERTIFICATE OF INSURANCE

- A. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
- B. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).
- C. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor 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.
- D. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor 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.

- E. 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.
- F. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject any deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
- G. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
- H. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

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

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

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

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

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

UMBRELLA INSURANCE

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

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 in writing, by US mail or email to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Email: dmason@co.okaloosa.fl.us
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFQ & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as a written addenda distributed to all prospective respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

To access the Florida Online Bid System go to: www.floridabidsystem.com. To access the Okaloosa County Web Site go to: <http://www.co.okaloosa.fl.us/purchasing/current-solicitations>.

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

2. PREPARATION OF QUALIFICATIONS – Qualifications which contain any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice requesting qualifications may be rejected.

- A. Qualifications submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.
- B. Qualifications submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.
- C. Qualifications submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
- D. Qualifications submitted by an individual shall show the respondent's name and official address.

- E. Qualifications submitted by a joint venture shall be executed by each joint venture in the manner indicated in the Request for Qualification. The official address of the joint venture must be shown below the signature.
- F. All signatures shall be in blue ink. All names should be typed or printed below the signature.
- G. The submittal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the submittal shall be shown.
- H. If the respondent is an out-of-state corporation, the submittal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.

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

4. SUBMITTAL OF QUALIFICATIONS – Qualifications shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or request for qualifications and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the qualifications are being submitted for), the name and address of the respondent, and shall be accompanied by the other required documents.

Note: Crestview is not a next day delivery site for overnight carriers.

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

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

Note: Crestview, Florida is "not a next day guaranteed delivery location" by delivery services.

6. QUALIFICATIONS DOCUMENTS TO REMAIN SUBJECT TO ACCEPTANCE – All qualifications documents will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the opening, but the County may, in its sole discretion, release any submittal and return the respondent's security prior to the end of this period.

- 7. CONDITIONAL & INCOMPLETE QUALIFICATIONS** - Okaloosa County specifically reserves the right to reject any conditional submittal and qualifications which make it impossible to determine the true quality of services to be provided by respondent.
- 8. ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County’s best interest.
- 9. APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the qualifications throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
- 10. DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its qualifications:
- a. Submission of more than one qualification for the same work from an individual, firm or corporation under the same or different name.
 - b. Evidence that the respondent has a financial interest in the firm of another proposer for the same work.
 - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
 - d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
 - e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of qualifications.
 - f. Default under previous contract.
 - g. Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

11. AWARD OF CONTRACT-

Okaloosa County Review - Okaloosa County designated selection committee will review all qualifications and will participate in the Recommendation to Award.

The County will award the contract to the most qualified respondent, and the County reserves the right to award the contract to the respondent submitting the most responsive submittal with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all qualifications or to waive any irregularity or technicality in qualifications received. Okaloosa County shall be the sole judge of the qualifications and the resulting negotiated agreement that is in its best interest and its decision shall be final.

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

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

- 12. 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 #.
- 13. DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit qualifications for a contract to provide goods or services to a public entity, may not submit qualifications on a contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 14. 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.
- 15. CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their qualifications the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.
- 16. REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
- 17. INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish any additional information and financial data for this purpose as the County may request.
- 18. REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (1)(b) 2 sealed bids, proposals, or replies received by an the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- 19. 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.

20. 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.

21. 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.

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

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

24. 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.

25. 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.

26. 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.

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

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

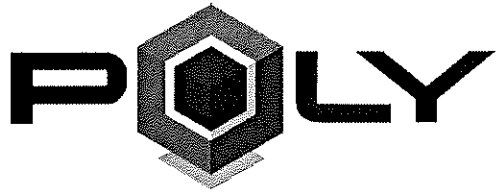
28. IDENTICAL TIE PROPOSAL - In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.

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

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

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

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence
- E. Indemnification and Hold Harmless
- F. Addendum Acknowledgement
- G. Company Data
- H. System of Award Management Form
- I. List of References
- J. Certification Regarding Lobbying
- K. Sworn Statement – Public Entity Crimes
- L. Exhibit "B" General Grant Funding Special Proposal Conditions



Response to Request for Qualifications for Engineering Services for the Highway 90 East Water & Sewer Main Extensions for Okaloosa County Water & Sewer

Poly, Inc.

102 Sunset Lane
P.O. Box 841
Shalimar, FL 32579
850-609-1100 | 850-609-1101 fax
mevans@poly-inc.com
www.poly-inc.com

RFQ Number
WS 68-18

RFQ Deadline
09.19.18 @ 4pm

Okaloosa County Purchasing Department
RE: Highway 90 East Water & Sewer Main
Extensions (RFQ # WS 68-18)
5479A Old Bethel Road
Crestview, FL 32536

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1 - Letter of Interest

1

Mr. Jeff Hyde
Okaloosa County Purchasing Dept.
5479-A Old Bethel Road
Crestview, FL 32536

RE: Engineering Services for Highway
90 East Water & Sewer Main
Extensions – RFQ WS 68-18

Dear Mr. Hyde:

Poly, Inc. (POLY) is pleased to respond to your RFQ for Engineering Services for Highway 90 East Water & Sewer Main Extensions Project for OCWS. Our joint capabilities in consulting and design make POLY unique among our competitors. Our ability to meet Okaloosa County's needs is rooted in our experience and our commitment to developing long-term relationships built on mutual confidence and trust.

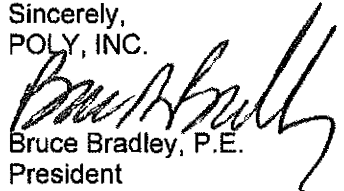
When you review our qualifications you will undoubtedly note our continuous service with many local clients such as the City of Niceville and the NV Regional Sewer Board. However, there is no better example of our basic philosophy than our long term service to OCWS since its inception, over 45 years ago. We attribute this to providing unparalleled service, approaching each project as an opportunity to develop a long-term relationship in lieu of short-term rewards. This has resulted in our success as a company and we intend to continue to apply the same philosophy as we expand our relationship with Okaloosa County's Water and Sewer System.

POLY employs over 50 multi-disciplined professionals in several offices. Your projects will be administered and managed from our Shalimar, FL office with support from the Dothan, AL office. We have unique qualifications and experience to handle the entire scope of work required by this project in-house. Considering our adequacy of personnel, capability, multi-disciplined design expertise, permitting experience and current workload, we will have no problem meeting reasonable project deadlines and your expectations for the success of this project.

As President of Poly, Inc., I am authorized to make all representations on behalf of POLY in connection with Okaloosa County. This authorization includes staff and schedule commitments, contract negotiations, project management, etc. All representations made by me will be considered binding on the company.

We would like you to experience the enthusiasm of our staff and would appreciate an invitation to meet with the Okaloosa County selection committee to demonstrate why POLY clearly continues to be the best choice for Okaloosa County. We thank you for your time and consideration of this response.

Sincerely,
POLY, INC.


Bruce Bradley, P.E.
President

Engineering Services for Highway 90 East Water & Sewer Main Extensions _____

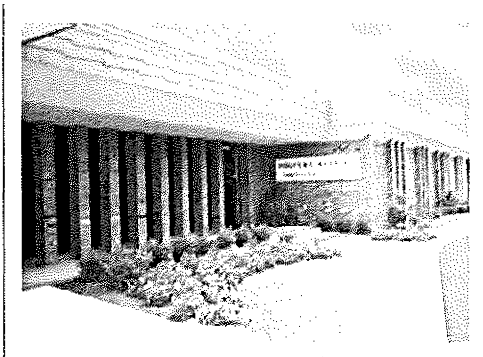
2 - BUSINESS CREDENTIALS

2

POLY is in its 60th year of providing professional engineering and architectural design services to primarily municipal clients. The Florida office was established in 1970 to better serve the growing demands of our clients in northwest Florida, particularly Okaloosa County and has been providing service continuously since that time in the heart of the Panhandle. Our staff consists of over 50 multi-disciplined professionals including civil and environmental engineers, architects, environmental scientists, professional geologists, planners, surveyors and construction representatives. This diverse in-house staff allows POLY to provide a broad range of engineering and architectural services.

Local Team Approach to Serve Okaloosa County's Needs

POLY is uniquely qualified to serve the needs of Okaloosa County Water & Sewer System due to our primary focus of municipal consulting engineering with over 60 years of experience. While not working for private developers, our interest lies primarily in serving the needs of municipal clients and assisting them with their infrastructure needs.



Dothan, AL Office

Project Understanding

POLY has been working with county governments, municipalities and utility systems in the Florida Panhandle since shortly after our inception in 1959. Working for decades on the Gulf Coast, particularly for Okaloosa County, we are intimately familiar with the circumstances faced by OCWS. Tightening budgets, increased growth in constrained areas, shrinking right-of-ways, aging infrastructure and limited opportunities for higher rates from the municipality/utility's customers (users) encompass the day-to-day challenges of all our clients. In addition to economic and political similarities, our current clients' systems also share the geographic and climactic conditions of Okaloosa County, particularly the unique problems generated by the combination of high groundwater tables, numerous waterways and wetlands, dense residential neighborhoods and crowded right-of-ways, which contribute to the difficulties in routing large pipelines.

Throughout our history, POLY has approached each new client's projects as an opportunity to develop a long-term relationship, rather than focus on short term gains. We have determined over the years that it is better to evaluate a client's long-term needs rather than focus with tunnel vision on delivering a project that serves a singular need but is lacking in development of institutional knowledge and mutual trust. We approach each project as an integral part of the large-scale needs of a municipal client, all of which must be addressed to fully serve each client. In the long run, a single pipeline is just as important to you, the client, as your multi-component alternate water supply plan was. As your staff can attest, we have found that our staff works "hand-in-glove" with those of our clients as our relationship grows through the development of multiple projects and we look forward to continuing our long term relationship through the design and construction of your new reclaimed water mains. This relationship was in evidence as we worked together to help obtain the grants that are partially funding this project.

The water and wastewater mains proposed in this project will serve as the next piece in the puzzle of Okaloosa County's expansion of utilities into the untapped commercial megasite of the Shoal River Ranch property, as well as other development along the Hwy 90 corridor. The plan for which POLY and OCWS staff have worked in concert on over many years starting with the conversion of the disposal fields at the Bob Sikes IP WRF (now the Jerry D. Mitchem WRF), design and permitting of the expansion of the disposal facilities at the WRF, preliminary design of the utility mains to the eastern reaches of Hwy 90, and the design, permitting and construction of the required bores under Shoal River for the proposed mains. Subsequently POLY has designed and permitted over 49 miles of wastewater forcemains and two pumping stations to bring wastewater to the APWRF in Fort Walton Beach from the 7th Special Forces Group (SFG) Cantonment, Duke Field, Camp Rudder and the Niceville area for OCWS. These pipelines have traversed a wide variety of terrain, crossed under creeks, wetlands and major highways, passed through sensitive habitats and been routed through Federal, State and County lands. POLY provided detailed design, hydraulic modeling, surge analysis, material selection, air-relief design, pressure surge reduction design, material specifications and a variety of permitting and other guidance for the successful design of these pipelines.

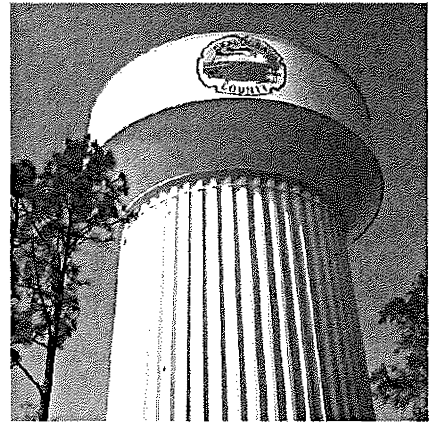
In addition to being very experienced in pressure pipeline design and permitting, POLY is extremely knowledgeable of the planned route for this proposed Water and Sewer Main Expansion project as we completed the preliminary design of the water and sewer mains prior to the construction of the bores under Shoal River and have worked “hand in glove” with OCWS staff pursuing multiple grants to fund the proposed construction.

The complex network of forcemains and pump stations for the south county WW consolidation described above serves as a shining example of the team approach developed between Okaloosa County Water and Sewer and POLY staff, which we intend to expand through the successful design and construction of the Hwy 90 E Water and Sewer Main Extensions for OCWS.

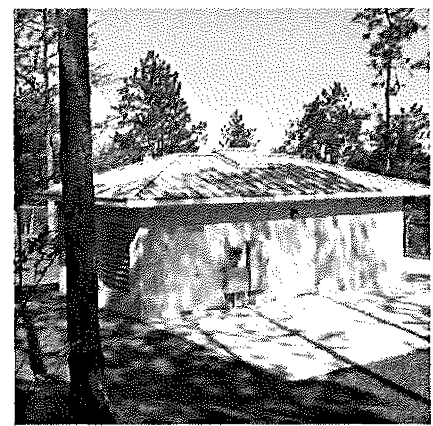
General Capabilities and Experience

POLY and our team members actively practice in the following fields:

- Water Storage and Distribution
- Wastewater Transmission, Treatment and Disposal or Reuse
- Water Treatment and Supply
- Industrial Water Supply and Wastewater Treatment
- Stormwater Hydraulic Studies and Infrastructure Design
- Stormwater Retention and Treatment
- Paving and Drainage
- Parks and Recreational Facilities
- Road and Bridge
- Solid Waste Disposal
- Architectural Design
- Legal and Topographical Surveys



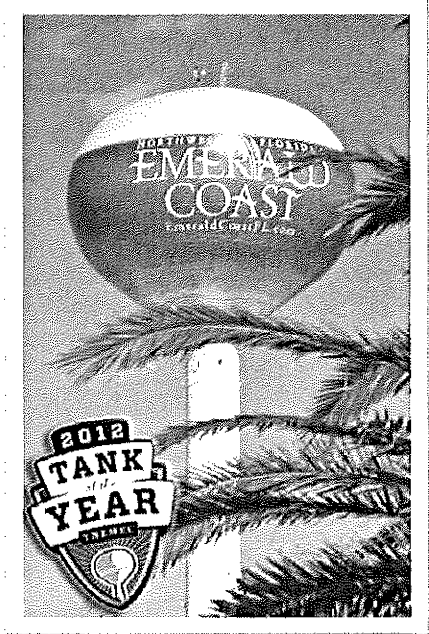
Okaloosa County Oddfellow Tank



Okaloosa County Kennedy Lakes Well

In addition, POLY's team members routinely provide the following services on our projects:

- Feasibility Studies
- Funding Acquisition Assistance (Grants, Loans, Bonds, etc.)
- Surveying
- Review of NFWMD, FDEP, ACOE and other Governmental Regulations as well as Local Ordinances
- Permit Acquisition and Compliance
- Complete Construction Plans and Specifications
- Cost Estimates
- Easement Surveying and Descriptions
- Environmental Baseline Surveys
- Permit Drawings and Application
- Bidding Documents
- Assistance with Receiving, Tabulating and Evaluating Bids
- Conducting Pre-Construction Conference
- Utility Coordination
- Providing Construction Inspection
- Reviewing Contractor Materials Submittals and Pay Requests
- Preparing Construction "As-Built" Drawings



Okaloosa County Main Island Tank

Pressure Pipeline Design Capabilities and Experience

POLY's design professionals have decades of experience in planning, routing, design, hydraulic modeling, surge analysis, permitting, construction and inspection of pressure pipelines throughout the western Panhandle, particularly in Okaloosa County. POLY staff members have designed and overseen construction of hundreds of miles of pressure pipelines in Okaloosa County alone. In addition, POLY professionals have designed hundreds of additional miles of pressure pipelines throughout the western Panhandle and southeast Alabama including multiple clients in



your area, such as the Cities of Niceville and Valparaiso, as well as other water systems, such as Blackman Community, South Walton Utilities, Destin Water Users and Pace Water System. Many of these pipeline projects have included complete engineering services from funding acquisition (when requested), route selection, permitting, design, bid and construction phase services, inspection services and contract administration.

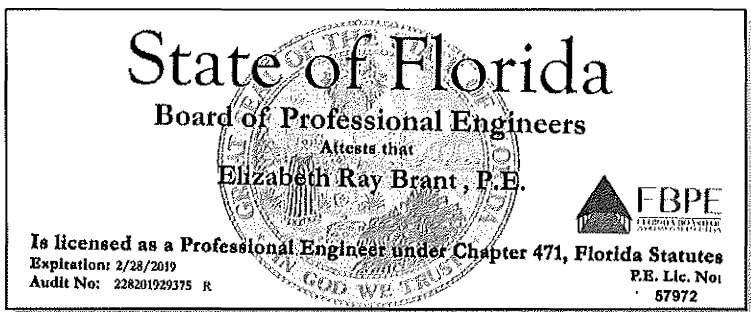
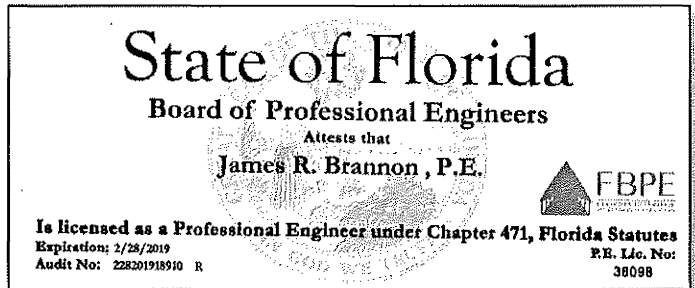
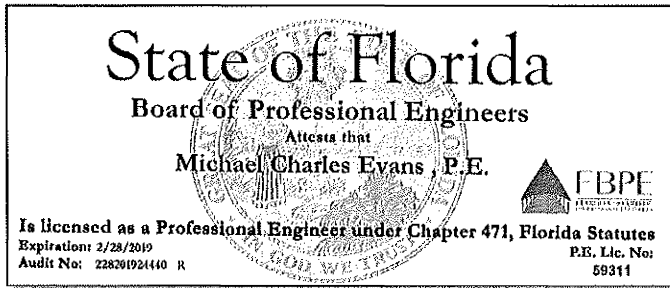
To further demonstrate our experience and capabilities in providing the scope of services requested with a summary of past projects of a similar nature, please see Section 4 of this proposal entitled "Specific Accomplishments." There you will find detailed descriptions of many similar projects, including many of the aforementioned pipeline projects.

3 - Registration

POLY has all necessary licenses and registrations to legally conduct business in the State of Florida. Copies of our Certificates of Authorization and professional registration of key personnel are included following:

Licensee Details	
Licensee Information	
Name:	POLY, INC. OF ALABAMA (Primary Name)
Main Address:	1935 HEADLAND AVENUE DOTHAN Alabama 36303
County:	OUT OF STATE
License Mailing:	
License Location:	1935 HEADLAND AVE DOTHAN AL 363030000
License Information	
License Type:	Certificate of Authorization
Rank:	Cert of Auth
License Number:	1818
Status:	Current
Licensure Date:	05/10/1977
Expires:	02/28/2019

The licenses of our professionals registered in Florida are included following:



As mentioned earlier, POLY is experienced with the planning, design and management of a plethora of pressure pipeline design and construction projects, having successfully completed many hundreds of miles of water, sewer and reclaimed main projects in southeast Alabama and northwest Florida. All projects listed were completed within budget, on schedule and satisfied all relevant permit requirements.

East County Reclaimed Water Main

This OCWS project, currently in the design phase, will consist of over 11 miles of 20" reclaimed water transmission main from the Arbennie Pritchett WRF in Fort Walton Beach to the Eglin AFB Golf Course in Niceville, FL. In order to expedite the design, POLY has broken the route into 4 segments so that design can progress on some segments while route selection, easement acquisition and surveying are still underway on remaining sections. Current efforts are focused on finalizing the route with property owners, the Mid-Bay Bridge Authority and Eglin AFB. Once the entire route is formalized, POLY will provide assistance with acquisition of the Eglin AFB easement and, along with our sub-consultant GSRC, Inc., prepare a Phase I Environmental Baseline Survey as required by Eglin AFB. Permits required for this project will be FDEP NPDES & Environmental Resource Permits, USACOE Nationwide Permit, FDOT Utility Permits, and an Okaloosa County Public Works Utility Permit. The total estimated project cost is approximately \$5.0M.

East County Wastewater Transmission Force Main

This OCWS project currently under construction consists of the design of over 7.5 miles of 18", 24" and 30" PVC, Ductile Iron and HDPE sanitary sewer force main along with associated valves and fittings to convey wastewater from the Niceville area to Okaloosa County's Arbennie Pritchett WRF near Fort Walton Beach. Design included detailed computerized hydraulic modeling to predict pressures and aid in selecting appropriate pipe sizes and materials. POLY's scope of work included all permitting including, FDEP Wastewater, NPDES and Environmental Resource Permits, USACOE Nationwide Permit, FDOT Utility Permits, and an Okaloosa County Public Works Utility Permit. POLY also provided assistance with acquisition of the Eglin AFB easement and, along with our sub-consultant GSRC, Inc., provided a Phase I Environmental Baseline

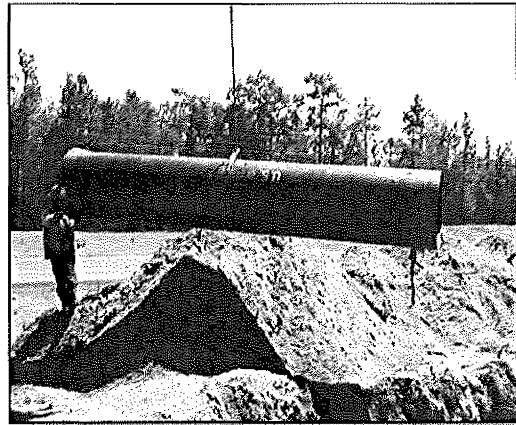
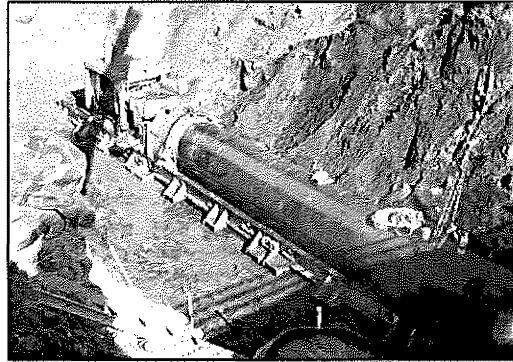


Permit. POLY also provided assistance with acquisition of the Eglin AFB easement and, along with our sub-consultant GSRC, Inc., provided a Phase I Environmental Baseline

Survey as required by Eglin AFB. The total estimated project cost is approximately \$4.0M.

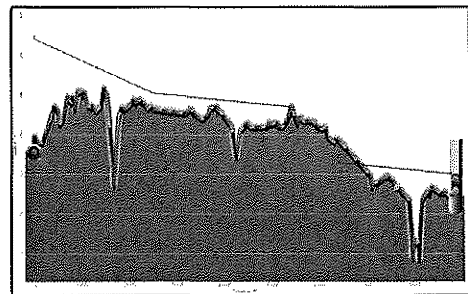
OCWS Supplemental Water Supply Project

This project consisted of multiple projects designed to transmit water from the northern areas of Okaloosa County to the southern service areas. The completed project includes the primary transmission main and the elevated storage facilities. The transmission main project consisted of the design and construction of over 20 miles of 30-inch water transmission main and 1,900 feet of 20-inch water transmission main including numerous directional bores beneath rivers, creeks, and other environmentally sensitive areas. In addition to the pipeline work, this project also included a chlorination system, and automated flow control system, pipeline pig launching and receiving assemblies, pavement removal and replacement, and jacked and bored pipe installations. The elevated storage tank portion of the project consisted of the design and construction of two 1.5 Million Gallon "Hydropillar" style elevated water storage tanks positioned on each end of the 30-inch supplemental water transmission main. Design of this project included many aspects including foundations, piping, electrical, controls, SCADA equipment, grading, stormwater, landscaping, painting, and many other related items. POLY's involvement also included planning, permitting, inspection services and contract administration. The completion of the project has allowed the Okaloosa County Water & Sewer System to deliver water from the northern areas of the County to the southern areas in compliance with the requirements of the Northwest Florida Water Management District. These phases were completed in April 2005 for a combined cost of \$15,248,000.

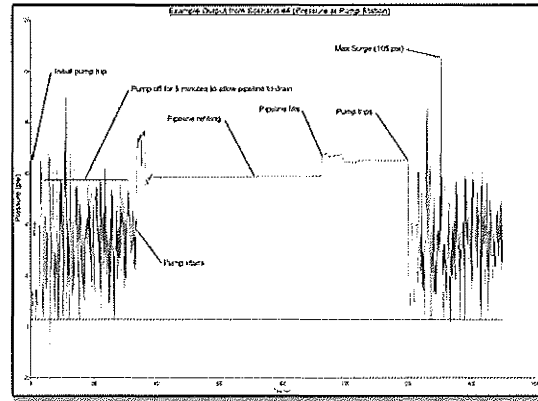


7th Special Forces Group Forcemain

This project consisted of the design of a major sanitary sewer transmission system to convey wastewater over 16 miles from the new U.S. Army Special Forces Group Complex to the new Okaloosa County Water Reclamation Facility. In addition to serving the 7th Special Forces Group (SFG), the forcemain was sized to accommodate future flows from a variety of other ranges and complexes on the Eglin Air Force Base



Reservation. The length, undulating terrain and variety of anticipated flow rates required the development of a detailed hydraulic model to simulate the numerous conditions expected along the route. A thorough transient surge analysis was also conducted. The data from these models was utilized to select the most efficient pipe diameters, materials and thicknesses for the route. The models were also utilized to select suitable pumps for the associated pumping station. The final design consisted of approximately 25,200 LF of 12" forcemain, 62,000 LF of 16" forcemain, 10,700 LF of 20" forcemain, 1,350 LF of 24" forcemain and 45 combination air relief valves. POLY was also involved in a variety of complex permitting and easement acquisition efforts associated with this project. The project was successfully completed on schedule by Okaloosa County Water and Sewer's Construction Crew and is currently in operation. The estimated total construction cost was \$4.5M



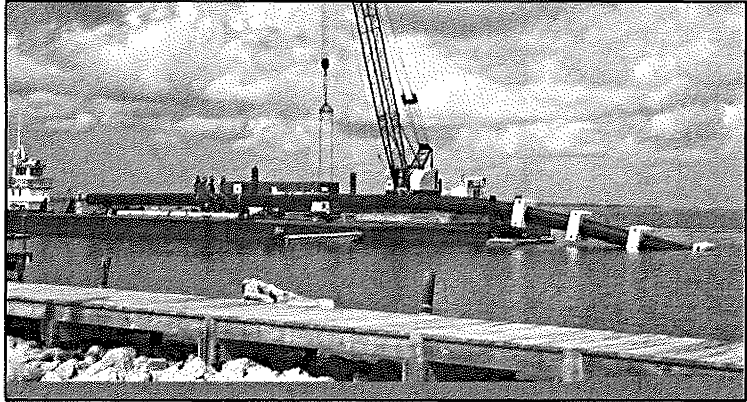
Duke Field Pump Station/Forcemain & Camp Rudder Pump Station/Forcemain

These two projects were very similar and consisted of the design of a major sanitary sewer transmission system to convey wastewater from Duke Field and Camp Rudder to the Arbennie Pritchett WRF. The pump stations, pipelines and appurtenances had to be carefully designed to work in combination with each other, the new 7th SFG pump station and pipeline, future flows from Eglin Main and existing flow into the WRF. This required further development of the hydraulic model to simulate the numerous conditions expected along the route. A thorough transient surge analysis was also conducted. The data from these models was utilized to select the most efficient pipe diameters, materials and thicknesses for the route. The models were also utilized to select suitable pumps for the associated pumping stations. Combined, the final designs consisted of approximately 15.5 miles of forcemains, 24 air relief valves and two duplex pumping stations. During the final stages of design and the initial phase of construction of the Duke Field project, two large construction projects were announced that impacted the planned route. POLY worked closely with Duke Field personnel, FDOT and Federal Highway officials and quickly redesigned the impacted portions of the route. The project was successfully completed on schedule by Okaloosa County Water and Sewer's Construction Crew and is currently in operation. The estimated total construction cost was \$3.1M

Phase IV Water System Improvements – General Brown Wellfield Transmission Main

WRP, Inc., an entity consisting of a partnership between South Walton Utility Co., Inc. and Destin Water Users, Inc., retained POLY to complete an engineering study to evaluate the most effective way to deliver 10 MGD of water from their wellfield north of Freeport, Florida to their pumping facility, approximately 21 miles south of the wellfield. Upon completion of the engineering study and review by WRP, Inc.; POLY was retained to design and permit the project under an extraordinarily rigid timeline.

POLY signed a contract with WRP, Inc. on **March 21, 2011** to provide engineering services for this project. The project consisted of a 30-inch pipeline of which 16,000 L.F. was crossing the Choctawhatchee Bay. The design, permitting, etc. was completed on schedule and the bids were opened on **August 4, 2011** with a low bid received in the amount of \$20,000,000. The permits included FDOT, FDEP (water), FDEP (wetlands), FDEP (biological and endangered species), USACOE (wetlands, biological, and endangered species), and Coast Guard (navigational). All permits were in hand prior to award of bid by WRP, Inc. In a span of 6 months the project was designed, permitted, bid and awarded.



Construction is complete, was ahead of schedule and within budget. The project also consisted of advanced clearing and grubbing for FDOT to allow other utility companies to parallel the water main construction for the widening of Hwy. 331 which is also now complete.

SWUC Area-Wide Alternative Water Supply Source Expansion

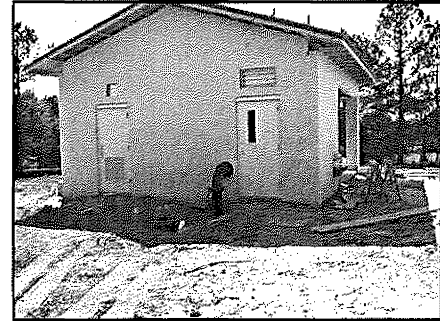
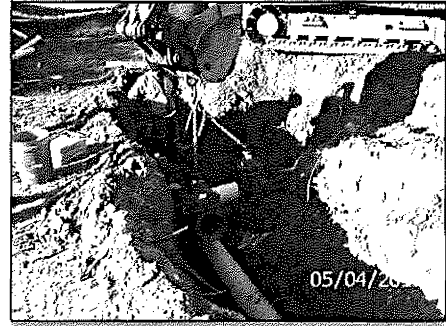
The South Walton Utility Company Area-Wide Alternative Water Supply Source Expansion project consisted of the planning, design, construction and inspection of two new 1,000+ Gallon Per Minute (GPM) Floridan Aquifer water wells, two reinforced concrete ground storage tanks capable of storing over two million gallons each, supervisory control and data acquisition (SCADA) equipment and over 1.5 miles of 16-inch and 12-inch ductile iron water transmission mains within the existing General Bill V. Brown Wellfield. The Wellfield in which the majority of the work was conducted is located within the Nokuse Plantation, a 48,000 acre private environmental conservation area in central Walton County. Due to the nature of the area, extreme care was required to design the project to minimize impacts on the conservation area during construction and subsequent operation of the facilities.



Design of this project included many aspects including hydraulic modeling, surge analysis, architecture, foundations, piping, electrical, SCADA equipment, site grading, stormwater, landscaping, painting and many other related items. POLY's involvement also included planning, permitting, inspection services and contract administration. The total construction cost was \$4,805,250

Blackman Community Water System

This project was a start-up potable water system for the Blackman community, which is located in the extreme northwestern corner of Okaloosa County and is the only area in the county that had no access to a public water system and is predominantly low income. As a result, all residences and businesses were supplied by private potable wells. The area is isolated geographically from the Baker community to the south by Blackwater State Forest and from the Laurel Hill community to the east by Yellow River and large tracts of property surrounding the river owned by the Northwest Florida Water Management District, which precluded a cost effective connection to an existing system.

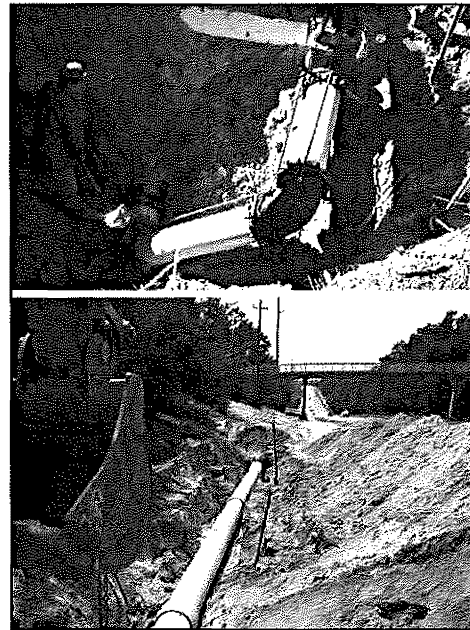


Phase I of the startup system included over 41 miles of 8", 6" and 3" diameter water mains (including over 2 ½ miles of directional bores under wetlands and highway crossings) as well as two water supply wells (per FDEP requirements for backup), an elevated tank, 177 fire hydrants and 325 radio-read services. In addition to providing safe, reliable drinking water to the residents, the new system was in full compliance with the Okaloosa County Fire Ordinance.

Most of the project was funded through a USDA grant of \$2,984,000 and USDA loan of \$1,961,000. The remainder of the funds for the system were from a legislative appropriation of \$300,000 and \$312,000 of CDBG PGI funds from Okaloosa County. Construction Cost: \$5,739,700

City of Niceville – City Hall Pump Station and Forcemain

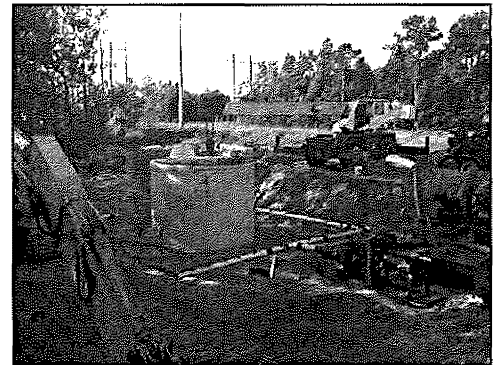
The purpose of this project was to construct a new pump station to accommodate all the wastewater from the north-central part of the City's system. This 1,500 GPM station is the second largest station in the City of Niceville's system and pumps wastewater through a 12-inch forcemain directly to the Regional Wastewater Treatment Facility. The station utilized a fiberglass wet-well and valve vault and was designed for a future capacity increase by a simple impeller change out. Since the station is located near the City's popular softball complex, an odor scrubber was included to minimize odor from the station.



The project consisted of the a new tri-plex submersible pump station, 330 L.F. of 8-inch gravity sewer, 2,800 L.F. of 10-inch D.I. force main, 8,800 L.F. of 12-inch D.I. force main, 3,400 L.F. of 10-inch PVC reclaimed water main, and an 800 L.F. 16" horizontal directional bore. Much of this work was along congested College Blvd. in Niceville. Construction Cost: \$1,700,000

Pace Water System Master Lift Station & Parallel Forcemain

Project included design, construction of a triplex replacement master lift station and over one mile of 20" HDPE force main including a 500 LF HDD under wetlands located near the intersection of Hwy 90 and Woodbine Road (across the Bay from UWF) through the adjacent Gulf Power easement into the newly expanded Pace Water System Wastewater Treatment Facility. The forcemain was designed and constructed in 2009 to provide PWS with an additional forcemain from its Master Lift Station to the treatment facility, due to the location of the existing FM in a crowded utility corridor along Woodbine Road that was prone to damage from construction activities. The new forcemain was also upsized to allow for future expansion of sewage facilities in the Pace service area. Due to site limitations at the existing undersized Master lift station, the new station was built in an easement in a wetland adjacent to the GP easement in 2014. The project included a 30' deep fiberglass wetwell, plumbing and piping for three pumps (only two installed initially), a bypass pump in lieu of standby generator and state of the art odor control due to the station's location between two busy restaurants, as well as abandonment of the existing station and installation of connecting gravity sewer and new manhole between the new and old stations. POLY's scope of work also included wetlands and all other permitting for the project.



Specific Accomplishments Summary

POLY's experience gained while designing/permitting the previous projects, and many other similar projects throughout Okaloosa and Walton Counties, will be a valuable asset to the County during the design of this project. Our experience designing pressure pipelines for Okaloosa County, Niceville, Valparaiso and others has provided us with unparalleled experience designing pipelines through both urban and rural areas while crossing the various highways, creeks and streams in the area. The experienced design team that successfully completed the above mentioned projects will be responsible for the Hwy 90 E Water and Sewer Main Extensions.

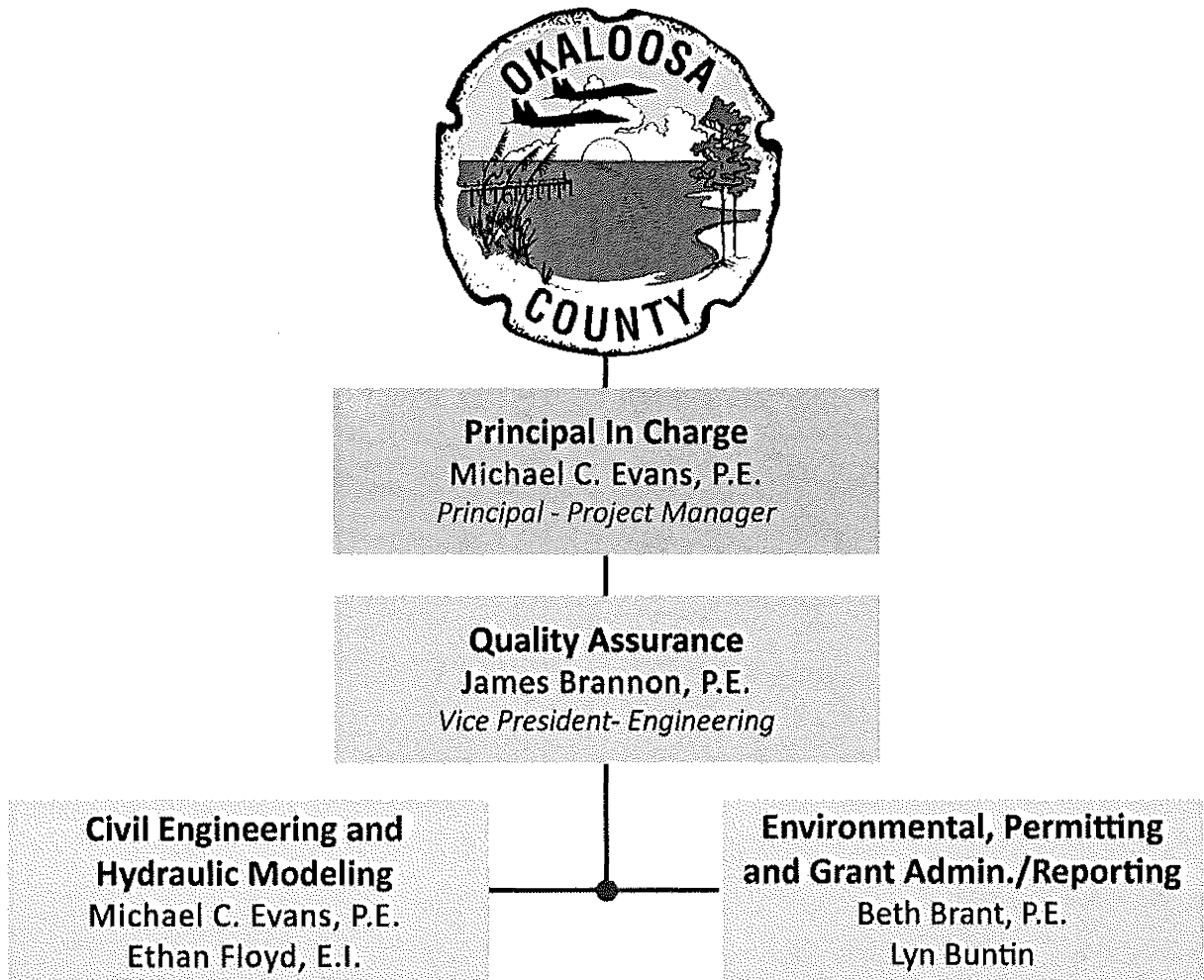
POLY has unsurpassed expertise in the following areas potentially pertinent to this project:

- **Engineering Studies and Design**
- **Funding Acquisition and Planning Services**
- **Grant Management**
- **Permitting**
- **Wastewater**
- **Water**
- **Reclaimed Water**
- **Surveying/Mapping/GIS**
- **Environmental Services/Consulting**

Project lists verifying these areas of expertise in more detail are included above in Section 4.

- **East County Reclaimed Water Main - 2018**
- **East County Wastewater Transmission Force Main - 2018**
- **OCWS Supplemental Water Supply Project**
- **7th Special Forces Group Forcemain**
- **Duke Field Pump Station/Forcemain & Camp Rudder Pump Station/Forcemain**
- **Phase IV Water System Improvements – General Brown Wellfield Transmission Main**
- **SWUC Area-Wide Alternative Water Supply Source Expansion**
- **Blackman Community Water System**
- **City of Niceville – City Hall Pump Station & Forcemain**
- **Pace Water System Master Lift Station & Parallel Forcemain**
- **Garniers Pump Station and Force Main Improvements**
- **City of Niceville Water Main Improvements**

Proposed organizational structure to serve Okaloosa County:



Resumes of key personnel follow:

Michael C. Evans, P.E.
Principal Civil Engineer/Project Manager

- ROLE:** Principal – Project Manager, Civil Engineer and Hydraulic Modeling
- EXPERIENCE:** **20 Years Experience** in civil engineering design and inspection.
- Design Engineer/Project Manager East County Reclaimed Water Transmission Main, Okaloosa County, FL
 - Design Engineer/Project Manager East County Wastwater Transmission Main, Okaloosa County, FL
 - Design Engineer/Project Manager Camp Rudder Forcemain and Pumping Station, Okaloosa County, FL
 - Design Engineer/Project Manager for Eglin AFB Auxilliary Field #3 (Duke Field) Lift Station & Force Main, Okaloosa County, FL
 - Design Engineer/Project Manager for United States Army 7th Special Forces Group Forcemain, Okaloosa County, FL
 - Design Engineer/Project Manager Hurlburt Field Interchange Water Main Coordination and Relocation, Okaloosa County, FL
 - Design Engineer/Project Manager Poquito Bayou Water and Sewer Main Crossing Upgrade, Okaloosa County, FL
 - Design Engineer/Project Manager for OCIS Fiber Optic Network – Mid-Bay Ring Closure, Okaloosa County, FL
 - Design Engineer/Project Manager for Lakeshore Drive Utility Adjustments, Okaloosa County, FL
 - Design Engineer/Project Manager for Mid-Bay Bridge Connector Utility Adjustments, Okaloosa County, FL
 - Hydraulic Modeling Engineer for City of Enterprise Water System Hydraulic Modeling, Enterprise, AL
 - Design Engineer/Project Manager for Seminole Water System Improvements, Okaloosa County, FL
 - Design Engineer/Project Manager for City of Niceville Lift Station #21 Relocation, Niceville, FL
 - Design Engineer for Brookhaven/Spring Acres Cove Sanitary Sewer Improvements for Okaloosa County, FL
 - Experienced with permit application, renewal and compliance procedures for water supply, water distribution, sanitary sewer collection, storm water, drainage, wetlands and others.
 - NWFWMDC Consumptive Use Permit Compliance.
 - FDEP and COE Wetlands Permit Acquisition
 - Engineer for various engineering reports related to water resource master planning.
- EDUCATION:** BS in Civil Engineering, Florida State University, Tallahassee, Florida 1997
- OTHER:** Florida Registered Professional Engineer (#59311)
Alabama Registered Professional Engineer (#26519)
FDEP Qualified Stormwater Management Inspector (#520)

James Brannon, P.E.
Vice-President, Engineering

- ROLE:** Quality Assurance and Quality Control
- EXPERIENCE:** **43 Years Experience** in Civil Engineering projects. 42 years at POLY. Project Manager and Design Engineer for the following projects:
- Phase IV Water System Improvements, General Brown Wellfield - Design, Permitting, Construction and Construction Management of 80,000 L.F. of 30" Water Main consisting of Ductile Iron, Fusible PVC and 36" HDPE Pipe. Approximately 16,000 L.F. was crossing the Choctawhatchee Bay with 36" HDPE Sub-Aqueous pipe using direct bury with barges.
 - SWUC Area-Wide Water Supply Source Expansion, Walton County, Florida - Two (2) new 1000 GPM Water Supply Wells, two (2) reinforced concrete ground storage tanks (2.0 MMG Each), SCADA Equipment, 1.5 miles of 16" and 12" transmission mains and hydraulic analysis to connect to existing transmission piping within Wellfield.
 - County West Water System Improvements, Phase II, which consisted of 27,000 L.F. of 12", 10", 8" and 6" water mains and associated appurtenances constructed along Hwy 98.
 - County West 1.0 MG Tank and Booster Pumping Facility
 - Project Manager and Design Engineer for all phases of the Dale County Water System in Dale County Alabama.
 - Project Manager and Design Engineer for multiple phases of the Beauregard Water System in Lee County, Alabama including mains, tanks, pumping facilities, etc.
 - Infrastructure Improvements to the Sylvania Heights Area, to include water main improvements, sanitary sewer improvements, storm drainage improvements and street paving.
 - Project Manager and Design Engineer for the County West Water System Improvements, Phase II; Okaloosa County, Florida. The project consisted of 27,000 L.F. of 12", 10", 8" and 6" water mains and associated appurtenances constructed along Hwy 98.
 - Chula Vista Bayou Area Sewer Project, which consisted of 24,875 L.F. of gravity sewer mains, 4 pump stations, 17,557 L.F. of force mains, 311 service connections and associated appurtenances. The County received a 55 percent EPA grant for this project.
 - Contract II, III and IV, County West Collection Sewers, which consisted of gravity sewers, pump stations, force mains and street restoration for the entire County West service area.
- EDUCATION:** B.S. in Civil Engineering, Auburn University, Auburn, Alabama, 1974.
- OTHER:** Florida Registered Professional Engineer (#38098)
Alabama Registered Professional Engineer (#12543)
Member of American Water Works Association.
Member of American Society of Civil Engineers.
Member of American Concrete Institute.

Beth Brant, P.E.
Principal Environmental Engineer/Project Manager

- ROLE:** Environmental Engineer, Permitting, Grant Administration and Reporting
- EXPERIENCE:** **20 Years Experience** in asphalt paving construction and consulting engineering
- WRP Inc. 30" Potable Water Transmission, Walton County, Florida. Staff Engineer. Assisted with extensive permit acquisition for 35-mile long 30" water transmission main designed to convey approximately 6,500 GPM of water from central to southern Walton County, including the installation of pipeline via dredging across Choctawhatchee Bay. Permitting and construction scheduling involved such details as working around the migration of the endangered Gulf Sturgeon through Choctawhatchee Bay.
 - SWUC Area- Wide Alternative Water Supply Source Expansion, Walton County, Florida. Staff Engineer for the construction of new 1,000+ GPM Floridan Aquifer wells, two new 2.0 million gallon ground storage tanks and over 1.5 miles of water transmission mains in the existing north County wellfield.
 - Quintette Road Transmission Main, Pace Water System, Pace, Florida. Project and design engineer for construction of over 8,000 l.f. of 16" ductile iron water main through heavily congested utility corridor. \$753,000
 - Project and Design Engineer for Blackman Community Water System Improvements, which included two 350 GPM water production wells, a 150,000 gallon elevated water storage tank, 177 fire hydrants and over 41 miles of 3', 6" and 8" water line designed to serve over 320 new customers that were previously on private wells in a predominately low income area.
 - Design Engineer for Eastern Loop Water Main Extension Project, Okaloosa County, FL
 - Project and Design Engineer for Eglin Air Force Base Inspect and Clean Water Tanks, which included cleaning and inspection of 26 domestic water storage tanks, both ground and elevated, to meet FDEP mandated inspection requirements.
- EDUCATION:** B.S., Agriculture, University of FL, Gainesville, FL, 1985
Masters Degree, Environmental Engineering Sciences, University of FL, Gainesville, FL, 1994
- OTHER:** Florida Registered Professional Engineer (#57972)
Alabama Registered Professional Engineer (#26483)
NACE Coating Inspector Level 1 (#54922)
Past President, Emerald Coast Chapter of Florida Engineering Society
Member, Society of Women Engineers – Past President, EC Chapter
Member, Water Environment Federation
Member, NACE (formerly National Association of Corrosion Engineers)

Ethan Floyd, E.I.
Civil Engineering Intern

- ROLE:** Civil Engineering and Hydraulic Modeling
- EXPERIENCE:** **4 Years Experience** with POLY in civil engineering.
- Design of Alberta Area Water Upgrade, City of Tuscaloosa – System which consisted of 5,040 LF of 6" and 2" Water mains and associated appurtenances.
 - Hydraulic Modeling and Investigation of Low Pressure Sewer System, Sumter County Sewer Authority, Sumter County, AL
 - Wastewater Treatment and Infrastructure troubleshooting, City of Niceville, FL
 - Wastewater Treatment and Infrastructure troubleshooting, City of Moundville
 - NPDES Permit Application, National Cement
 - NPDES Permit Application, Nucor Steel
 - NPDES Permit Application, Carmeuse Lime
 - NPDES Permit Application, Ragland Clay Products
 - Resident Inspection, City of Moundville Drainage and Sewer Improvements
- EDUCATION:** B.S. Civil Engineering, University of Alabama, Tuscaloosa, AL, 2014
- OTHER:** Alabama Registered Engineering Intern #17559
Temporary Traffic Control (AL), 2016
OSHA Construction Industry Safety Sandards, 2017

D. Lyn Buntin
Environmental Chemist

- ROLE:** Environmental Services, Permitting and Grant Administration
- EXPERIENCE:** Mr. Buntin has 40 years of experience in environmental consulting and testing services. He oversees all Poly environmental projects and manages the Environmental Division, which consists of 6 people. He and the Environmental staff provide full service environmental services from consultation to assessment to in-house laboratory testing.
- Acquire all necessary permits for industrial and municipal clients
 - Write best management plans (which include spill prevention and counter measures)
 - Laboratory Oversight and Quality Control
 - Experience in Industrial and municipal environmental permitting and compliance consulting includes: National Discharge Elimination System (NPDES), State Indirect Discharge (SID), and Community Right to Know (SARA Title III), Resource Conservation and Recovery Act (RCRA).
 - Construction storm water permitting and management including BMP Plans, and SPCC plans.
 - ASTM Phase I and II Environmental site assessments
- EDUCATION:** BS in Chemistry/Biology, Troy State University, 1975

7 - References

The success of POLY can be attributed to the hard work and commitment by company management and staff to the delivery of quality projects on-time and in-budget leading to solid client relationships. Below are five (5) references for similar professional services outside of the Okaloosa County BCC. Also, please find following in Section 8, Additional Information and Comments, a partial list of additional clients. We encourage you to contact any of our clients about our reputation, competence, and quality of work. See required form for contact information for the following.

PACE WATER SYSTEM

Representative Projects:

- Water System Improvements including New Potable Water Well, 1 MG Hydropillar Water Tank and 16" Connecting Water Main
- Parallel Master Lift Station Forcemain and New Master Lift Station
- Miscellaneous Gravity Sewer Improvements
- Floridatown Gravity Sewer Improvements (2 phases)

CITY OF NICEVILLE, FL

Representative Projects:

- Hwy 85 DOT Utility Relocation
- Reclaimed holding pond and transmission mains on Eglin AFB Golf Course
- City Hall Pump Station & Forcemain

SOUTH WALTON UTILITY COMPANY, INC.

Representative Projects:

- General Brown Wellfield Transmission Main
- Area-Wide Alternative Water Supply Source Expansion

OZARK, AL UTILITIES BOARD

Representative Projects:

- Northside Transmission Main including 21,460 LF of water main (2008)
- 7,500 L.F. of 16" Ductile Iron Water Mains
- Marvin Park Sewers including 7,000 LF of sewer mains, 70 GPM pump station, & 1,000 LF of PVC force main (2003)

WATER WORKS BOARD OF THE CITY OF ENTERPRISE, AL

Representative Projects:

- Hwy 134 Water Transmission Main - 12,800 LF of 16" Water Main
- Water System Improvements (2 supply wells, new water storage tank and transmission mains)

8 - Additional Information and Comments

The success of POLY can be attributed to the hard work and commitment by company management and staff to the delivery of quality projects on-time and in-budget leading to solid client relationships. The following is a summary of what sets POLY apart from the competition when it comes to the design of this proposed project:

- With our previous design work along this planned water and sewer main extension corridor, POLY has superior understanding of the work to be performed and the design/permitting challenges that will be encountered on this project. POLY is committed to seeing this project meet schedule and budget requirements and our thorough knowledge of the planned route will be invaluable to successfully fulfilling that commitment.
- POLY's design team for the proposed project has the expertise, experience, training, education, availability and capacity to complete the work in a thorough yet timely manner.
- POLY's past record on recent related projects demonstrates our abilities to successfully design major pipeline projects. The experienced design team, led by Michael Evans, P.E. (based in Shalimar, FL), will be responsible for the project with drafting and QA/QC support provided from our Dothan, AL office.
- POLY is experienced with working the US Army COE, FDEP, FDOT, the NWF Water Management District and Okaloosa County Public Works and we are familiar with the assortment of permits and compliance reports that will be required from each of these entities for the proposed project.
- POLY utilizes the latest design and modeling software packages from Autodesk (Civil 3D), KYPipe (Pipe 2016) and WaterCAD to model, design and prepare comprehensive construction plans. These tools, along with the knowledge of our experienced staff, help us ensure that projects are delivered within time and budget constraints without sacrificing quality or attention to detail.
- POLY is committed to supplying the necessary personnel and resources to meet the County's schedule for this project, including a commitment to provide the necessary oversight during construction to ensure the plans, specifications and permit requirements are being complied with.
- As mentioned previously, the success of POLY can be attributed to the hard work of our staff and our dedication to the delivery of quality projects on-time and in-budget leading to solid client relationships. The following list is an assortment of references for professional services for various Okaloosa County Departments. We encourage you to contact each of the below Departments and any of our clients about our reputation, competence, and quality of work. A partial list of other Clients is included on the following page.

Okaloosa County Water & Sewer
 1804 Lewis Turner Blvd., Suite 300
 Ft. Walton Beach, FL 32547
 Contact: Jeff Littrell, Director
 Phone: 850-651-7172

Okaloosa County Public Works
 1759 S. Ferdon Blvd.
 Crestview, FL 32536
 Contact: Jason Autrey, Director
 Phone: 850-689-5770

**Okaloosa County Facility
 Maintenance**
 5489 Old Bethel Rd.
 Crestview, FL 32536
 Contact: James Puckett, Mgr
 Phone: 850-689-5790

**Okaloosa County Information
 Technology**
 1250 N Eglin Parkway, Suite 303
 Shalimar, FL 32579
 Contact: Dan Sambenedetto, Director
 Phone: 850-651-7570

**Okaloosa County Growth
 Management**
 1250 N. Eglin Pkwy, Suite 301
 Shalimar, FL 32579
 Contact: Elliot Kampert, Director
 Phone: 850-651-7180

Okaloosa County Purchasing
 5479A Old Bethel Road
 Crestview, FL 32536
 Contact: Jeff Hyde, Purchasing Mgr
 Phone: 850-689-5960

PARTIAL CLIENT LIST

<u>Client</u>	<u>Contact</u>	<u>No. of Years As Client</u>
Beauregard Water Authority	Richard Skinner	24
Blackman Community Water System	Randall Ward, President	12
Brundidge, City of	Mayor James Ramage	42
Clay County Commission	Pamela Ward, County Administrator	15
Columbia, City of	Mayor Sandra Lovett	27
Covington Rural Services	President Bert Champion	37
Dale County Water Authority	Chairman Steve Stevens	31
Dothan, City of Water & Electric	Jim Kilgore, Superintendent	42
Enterprise, City of	Kenneth W. Boswell, Mayor	43
Eufaula Water Works & Sewer Board	Daryl Baker, General Manager	23
Headland, City of	Mayor Ray Marler	22
Henry County Water Authority	Chairman Fred Tye	31
Houston County Water Authority	Chairman Danny McNeil	18
Midway Water System Authority	James Rigby, President	24
Niceville-Valparaiso Regional Sewer Board	Rick Helms	43
Ozark, City of	Mayor Bob Bunting	37
Valparaiso, City of	Carl Scott, Administrator	14

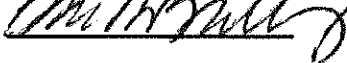
DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED PROPOSER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee’s community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

DATE: September 19, 2018

SIGNATURE: 

COMPANY: Poly, Inc.

NAME: Bruce Bradley, P.E.
(Typed or Printed)

ADDRESS: 102 Sunset Lane

TITLE: President

P.O. Box 841

E-MAIL: bbradley@poly-inc.com

Shalimar, FL 32579

PHONE NO.: 850.609.1100

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE: September 19, 2018

SIGNATURE: 

COMPANY: Poly, Inc.

NAME: Bruce Bradley, P.E.
(Typed or Printed)

ADDRESS: P.O. Box 841

TITLE: President

Shalimar, FL 32579

E-MAIL: bbradley@poly-inc.com

PHONE NO.: 850.609.1100

CONE OF SILENCE

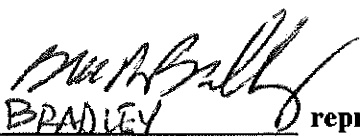
The Board of County Commissioners have established a solicitation silence policy (**Cone of Silence**) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents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

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

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 BRUCE A. BRADLEY  representing Poly, Inc.
Signature Company Name

On this 19th day of September 2018 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.

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.

Poly, Inc.
Proposer's Company Name

102 Sunset Lane, Shalimar, FL 32579
Physical Address

P.O. Box 841, Shalimar, FL 32579
Mailing Address

850.609.1100
Phone Number

334.596.0178
Cellular Number

September 19, 2018
DATE


Authorized Signature – Manual

Bruce Bradley, P.E.
Authorized Signature – Typed

President
Title

850.609.1101
FAX Number

850-978-0516
After-Hours Number(s)

COMPANY DATA

Respondent's Company Name: Poly, Inc.

Physical Address & Phone #: 102 Sunset Lane
Shalimar, FL 32579
850.609.1100

Contact Person (Typed-Printed): Michael Evans, P.E.

Phone #: 850.609.1100

Cell #: 850.978-0516

Email: mevans@poly-inc.com

Federal ID or SS #: 63-0779072

Respondent's License #: CA Lic # 1818

DUNS#: 02-124-6558

Fax #: 850.609.1101

Emergency #'s After Hours,
Weekends & Holidays: 850.978.0516

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(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: Poly, Inc.

Entity Address: P.O. Box 841, Shalimar, FL 32579

Duns Number: 02-124-6558

CAGE Code: 0G2J5

LIST OF REFERENCES

1. Owner's Name and Address: Pace Water System
4401 Woodbine Rd., Pace, FL 32571
Contract Person: Damon Boutwell, P.E. Telephone # (850) 994-5129
Email: dboutwell@pacewater.org

2. Owner's Name and Address: City of Niceville
208 N. Partin Dr., Niceville, FL 32578
Contract Person: Lannie Corbin Telephone # (850) 729-4000
Email: admin@niceville.org

3. Owner's Name and Address: South Walton Utility Company, Inc.
369 Miramar Beach Dr., Miramar Beach, FL 32550
Contract Person: Alicia Ketter Telephone # (850) 837-2988
Email: aak@swuci.org

4. Owner's Name and Address: City of Ozark Utilities Board
421 North Union St., Ozark, AL 36361
Contract Person: Donald Hallford Telephone # (334) 774-2336
Email: dkhallford@ozarkalabama.us

5. Owner's Name and Address: Waterworks Board of the City of Enterprise
501 South Main St., Enterprise, AL 36330
Contract Person: Steve Hicks Telephone # (334) 348-2610
Email: swhicks@enterpriseal.gov

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

Bruce Bradley, P.E., President Name and Title of Contractor's Authorized Official

September 19, 2018 Date

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

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

1. This sworn statement is submitted for Poly, Inc.

2. This sworn statement is submitted by Poly, Inc.

Whose business address is: 102 Sunset Lane, Shalimar, FL 32579

and (if applicable) its Federal Employer Identification Number (FEIN) is. 63-0779072

(If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

3. My name is Bruce Bradley, P.E. and my relationship to the entity named above is President of the company.

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

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

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

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

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

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

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

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

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

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

Date: September 19, 2018 Signature: *Melissa A. Mitchell*

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 19th day of September, in the year 2018.

My commission expires: 01/18/2021

Melissa A. Mitchell
Notary Public

Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification:

Type of ID



EXHIBIT B - GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

23. Energy Policy and Conservation Act (43 U.S.C. §6201)

Contracts 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].

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

DATE: September 19, 2018SIGNATURE: COMPANY: Poly, Inc.NAME: Bruce Bradley, P.E.ADDRESS: 102 Sunset Lane
P.O. Box 841
Shalimar, FL 32579TITLE: PresidentE-MAIL: bbradley@poly-inc.comPHONE NO.: 850.609.1100

**ENGINEERING SERVICES FOR HWY 90 EAST WATER & SEWER
FOR OKALOOSA COUNTY WATER & SEWER
RFQ: WS 68-18
RANKING SHEET**

RANKING CRITERIA			
<u>Responsiveness to Proposal:</u> Did the submittal comply with the requirements of the request? Were the specified protocols followed? Is the proposal clear and does it indicate an understanding of the services requested? (15pts)			
<u>Firm's Qualifications:</u> Does the firm demonstrate a sound reputation and high level of competence? Are adequate personnel available with appropriate education and training? What is the extent of repeat business? (15pts)			
<u>Past Accomplishments:</u> How well did the submittal demonstrate a past record of professional accomplishments related to major water & sewer pipeline projects? (20pts)			
<u>Proposed Project Team:</u> Proposal provides adequate information regarding the qualifications and responsibilities of the assigned personnel. (10pts)			
<u>Regulatory and Grant Experience:</u> Submittal demonstrates a history of compliance with permitting requirements from various regulatory agencies and experience with grants/funding agencies. (10 pts)			
<u>Performance Assurance:</u> Firm demonstrates a history and willingness to meet schedule and budget requirements; cites past water and sewer examples. What is the performance record of cost estimates versus actual costs? (15pts)			
<u>References:</u> Feedback from references, representative of past experience in the State of Florida similar to the services described herein. (5pts)			
<u>Geographic Location:</u> Points awarded for project management staff located within 150 miles of Okaloosa County. (10pts)			
TOTAL POSSIBLE – 100 PTS			

COMMITTEE MEMBER: _____

DATE: _____

SIGNATURE: _____

Standard Contract Clauses

Exhibit "D"

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 consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

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:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the

Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

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