

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/06/2022

Contract/Lease Control #: C22-3201-IT

Procurement#: RFQ IT 33-22

Contract/Lease Type: AGREEMENT

Award To/Lessee: HALFF ASSOCIATES, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/05/2022

Expiration Date: 07/04/2025 W/2 1 YR RENEWALS

Description of: TELECOMMUNICATIONS/BROADBAND CONSULTING SERVICES

Department: IT

Department Monitor: SAMBENDETTO

Monitor's Telephone #: 850-651-7570

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: TBD Tracking Number: 4434-22  
Procurement/Contractor/Lessee Name: Half Associates Grant Funded: YES  NO   
Purpose: ENR-consult svcs  
Date/Term: 3yrs 2lyc renewals 1.  GREATER THAN \$100,000  
Department #: 712120 2.  GREATER THAN \$50,000  
Account #: 534900 3.  \$50,000 OR LESS  
Amount: \_\_\_\_\_  
Department: IT Dept. Monitor Name: Sembenedetto

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
Walter Moran Date: 6-14-22  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**

Approved as written: see email attached Grant Name: ARPA  
Date: 6-15-2022  
Grants Coordinator Suzanne Ulloa

**Risk Management Review**

Approved as written: see email attached Date: 6-14-22  
Risk Manager or designee Kristina LoFria

**County Attorney Review**

Approved as written: see email attached Date: 6-14-22  
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

C26-3201-IT

## DeRita Mason

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**From:** Suzanne Ulloa  
**Sent:** Wednesday, June 15, 2022 10:10 AM  
**To:** DeRita Mason  
**Subject:** FW: Halff Associates Contract 33-22  
**Attachments:** Halff Associates Draft Contract.docx; 2022 Halff Hourly Rate Schedule - Telecommunications and Broadband Consulting Services.pdf

**Importance:** High

Approved for grant purposes

*Suzanne Ulloa*

Purchasing & Grants Coordinator  
Okaloosa County  
Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Phone: (850) 689-5960  
**DIRECT EXT. 6971**



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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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Tuesday, June 14, 2022 12:35 PM  
**To:** Suzanne Ulloa <sulloa@myokaloosa.com>  
**Subject:** FW: Halff Associates Contract 33-22  
**Importance:** High

Suzanne,  
Please review, it is the same contract as the previous one sent for Magellan.  
Thank you,

DeRita Mason

## DeRita Mason

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**From:** Kristina LoFria  
**Sent:** Tuesday, June 14, 2022 12:50 PM  
**To:** DeRita Mason  
**Subject:** RE: Halff Associates Contract 33-22

DeRita,

Good afternoon, this is approved by Risk, for insurance purposes.

Thank You

*Kristy LoFria*

Okaloosa County BOCC-Risk Management-  
Safety Coordinator  
302 N Wilson St Suite 301  
Crestview, Florida 32536  
[klofria@myokaloosa.com](mailto:klofria@myokaloosa.com)  
850-689-5979



*For all things Wellness please visit:*

*<http://www.myokaloosa.com/wellness>*

**"When the winds of adversity blow against your boat, just adjust your sail."**

**"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost**

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Tuesday, June 14, 2022 12:24 PM  
**To:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Cc:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>; Kristina LoFria <[klofria@myokaloosa.com](mailto:klofria@myokaloosa.com)>  
**Subject:** Halff Associates Contract 33-22  
**Importance:** High





# Board of County Commissioners Purchasing Department

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State of Florida

Date: May 20, 2022

OKALOOSA COUNTY PURCHASING DEPARTMENT  
NOTICE OF INTENT TO AWARD  
RFQ IT 33-22  
Telecommunications/Broadband Specialized Consulting Services

Okaloosa County would like to thank all businesses, which submitted responses to Telecommunications/Broadband Specialized Consulting Services (RFQ IT 33-22)

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:

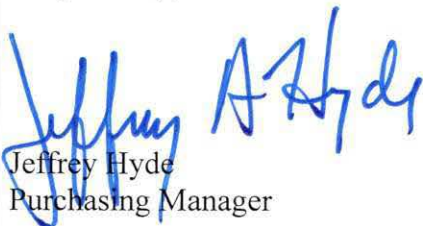
**Halff Associates, Inc.**  
**2507 Callaway Road, Suite 100**  
**Tallahassee, FL 32303**

**Magellan Advisors, LLC**  
**999 18<sup>th</sup> Street, Suite 3000**  
**Denver, CO 80202**

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

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

Respectfully,

  
Jeffrey Hyde  
Purchasing Manager

# HALFF ASSOCIATES, INC.

Unique Entity ID <b>C7VNRQW5GQK5</b>	CAGE / NCAGE <b>8LLS2</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Mar 31, 2023</b>	
Physical Address <b>2507 Callaway RD STE 100 Tallahassee, Florida 32303-5268 United States</b>	Mailing Address <b>2507 Callaway RD STE 100 Tallahassee, Florida 32303-5268 United States</b>	

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Florida 05</b>	State / Country of Incorporation <b>Texas / United States</b>	URL <b>www.halff.com</b>

### Registration Dates

Activation Date <b>Apr 4, 2022</b>	Submission Date <b>Mar 31, 2022</b>	Initial Registration Date <b>May 13, 2020</b>
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### Entity Dates

Entity Start Date <b>Jan 1, 1950</b>	Fiscal Year End Close Date <b>Dec 31</b>
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### Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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### Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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### Executive Compensation

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

### Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

### Active Exclusions Records?

No

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

Yes

### Business Types

Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>(blank)</b>
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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

## Detail by FEI/EIN Number

Foreign Profit Corporation  
HALFF ASSOCIATES, INC.

### Filing Information

<b>Document Number</b>	F11000002070
<b>FEI/EIN Number</b>	75-1308699
<b>Date Filed</b>	05/16/2011
<b>State</b>	TX
<b>Status</b>	INACTIVE
<b>Last Event</b>	WITHDRAWAL
<b>Event Date Filed</b>	12/23/2014
<b>Event Effective Date</b>	NONE

### Principal Address

1201 N BOWSER RD  
RICHARDSON, TX 75081

### Mailing Address

1201 N BOWSER RD  
RICHARDSON, TX 75081

### Registered Agent Name & Address

NONE  
Registered Agent Revoked: 12/23/2014

### Officer/Director Detail

#### **Name & Address**

Title Chairman, VP

SKIPWITH, WALTER  
1201 N BOWSER RD  
RICHARDSON, TX 75081

Title VC, VP

TANKSLEY, DAN  
1201 N BOWSER RD  
RICHARDSON, TX 75081

Title Director, VP

Title President

KUNZ, PATRICK  
1201 N. BOWSER  
RICHARDSON, TX 75081

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2012	01/17/2012
2013	01/11/2013
2014	02/25/2014

**Document Images**

<a href="#"><u>12/23/2014 -- Withdrawal</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>02/25/2014 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/11/2013 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/17/2012 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>05/16/2011 -- Foreign Profit</u></a>	<a href="#">View image in PDF format</a>



Client#: 98667

HALFASSO

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/17/2022

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Greyling Ins. Brokerage/EPIC</b> 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: <b>Carly Underwood</b>
	PHONE (A/C, No, Ext): <b>770.670.5324</b> FAX (A/C, No):
	E-MAIL ADDRESS: <b>carly.underwood@greyling.com</b>
	INSURER(S) AFFORDING COVERAGE
	INSURER A: <b>National Union Fire Ins. Co.</b> NAIC # <b>19445</b>
	INSURER B: <b>The Continental Insurance Company</b> <b>35289</b>
	INSURER C: <b>New Hampshire Ins. Co.</b> <b>23841</b>
	INSURER D: <b>Allied World Surplus Lines Ins</b> <b>24319</b>
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 21-22 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR 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"/> PROJECT <input type="checkbox"/> LOC OTHER:		GL5856923	08/01/2021	08/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CA5717893	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		7015026436	07/01/2021	08/01/2022	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 N/A	WC014195843	08/01/2021	08/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab incl. Pollution		03113813	07/12/2021	08/01/2022	Per Claim \$1,000,000 Aggregate \$1,000,000

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

Re: AVO: 47604, Telecommunications/Broadband Specialized Consulting Services.

The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract.

Waiver of Subrogation is applicable where required by written contract & allowed by law.

Should any of the above described policies be cancelled by the issuing insurer before the expiration date (See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

Okaloosa County Board of County Commissioners  
302 N. Wilson St.  
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

*D.A.N. Gilling*

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## DESCRIPTIONS (Continued from Page 1)

thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

Okaloosa County Board of County Commissioners are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.

**CONTRACT FOR PROFESSIONAL  
CONSULTING SERVICES**

This Contract is made and entered into this 5<sup>th</sup> day of July, 2022, by and between OKALOOSA COUNTY, FLORIDA ("County"), a political subdivision of the State of Florida, located at 1250 N. Eglin Parkway, Suite 100, Shalimar, FL 32579, and Halff Associates, Inc., whose principal place of business is at 2507 Callaway Road, Suite 100, Tallahassee, FL 32303 (the "Consultant"), whose Federal I.D. number is 75-1308699, in connection with Okaloosa County Request for Qualifications No. RFQ IT 33-22 and the professional services set forth therein.

**W I T N E S S E T H**

**WHEREAS**, the County has pursued the professional services selection process contemplated under section 287.055, Florida Statutes; and

**WHEREAS**, Okaloosa County desires to obtain the professional consulting services of the Consultant concerning said services being more fully described in the exhibits attached to this Contract.

**NOW, THEREFORE**, in consideration of the mutual promises herein, the County and the Consultant agree as follows:

**ARTICLE ONE  
CONSULTANT'S RESPONSIBILITY**

1.1. Consultant shall provide to County continuing professional engineering consulting services for the duration of the Contract.

1.2. The Services required under this Contract to be performed by Consultant shall be those set forth in Article Two and Exhibit "A" and shall be issued periodically as Notice to Proceeds. The basis of compensation to be paid Consultant by the County for Services is set forth in Article Five and Schedule A, "Basis of Compensation" attached to each Notice to Proceed, which is attached hereto and incorporated herein. Work Authorization requests will be made to Consultant as may be warranted, including but not limited to updates of plans, designs of improvements, field and construction services, acquisition analysis, and permitting activities as may be reasonably contemplated hereunder.

1.3. The Consultant agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, including, but not limited to, all licenses required by the respective state boards, and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Contract.

1.4. The Consultant agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization

or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

1.5. Consultant agrees that the Project Manager for the term of this Contract shall be:

Holt Jones

The Consultant agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the Consultant hereunder. The person selected by the Consultant to serve as the Project Manager shall be subject to the prior approval and acceptance of the County, such approval or acceptance shall not be unreasonably withheld.

1.6. Consultant agrees, within fourteen (14) calendar days of receipt of a written request from the County, to promptly remove and replace from the project team the Project Manager, or any other personnel employed or retained by the Consultant, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the Consultant to provide and perform services or work pursuant to the requirements of this Contract, whom the County shall request in writing to be removed, which request may be made by the County with or without cause.

1.7. The Consultant has represented to the County that it has expertise in the type of professional services that will be required for the Project. The Consultant agrees that all services to be provided by Consultant pursuant to this Contract shall be subject to the County's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by Consultant hereunder. In the event of any conflicts in these requirements, the Consultant shall notify the County of such conflict and utilize its best professional judgment to advise County regarding resolution of the conflict.

1.8. Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without County's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph.

1.9. Evaluations of the County's adopted capital improvement budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the Consultant represent the Consultant's best judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the Consultant. Notwithstanding anything above to the contrary, Consultant shall revise and modify Construction



Documents and assist in the rebidding of the work at no additional cost to County, if all responsive and responsible bids exceed the estimates of construction costs prepared by Consultant.

1.10. Consultant shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

## **ARTICLE TWO SERVICES OF CONSULTANT**

2.1 As authorized or required by the County in a Notice to Proceed, and agreed to by Consultant, Consultant shall furnish or obtain from others Services of the types listed in Exhibit "A". These services will be paid for by the County as indicated in Article Five and Schedule A and as confirmed in each Notice to Proceed.

## **ARTICLE THREE COUNTY'S RESPONSIBILITIES**

3.1. The County shall designate in writing a representative to act as County's representative with respect to the services to be rendered under this Contract (hereinafter referred to as the "County's Representative"). The County's Representative shall have County transmit instructions, receive information, interpret and define County's policies and decisions with respect to Consultant's services for the Project. However, the County's Representative is not authorized to issue any verbal or written orders or instructions to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- a. The scope of services to be provided and performed by the Consultant hereunder;
  - b. The time the Consultant is obligated to commence and complete all such services;
- or
- c. The amount of compensation the County is obligated or committed to pay the Consultant.

3.2. The County's Representative shall:

- a. Review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed in accordance with this Contract;
- b. Provide all criteria and information requested by Consultant as to County's requirements, for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
- c. Upon request from Consultant, assist Consultant by placing at Consultant's

disposal all available information in the County's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project;

d. Arrange for access to and make all provisions for Consultant to enter the Project site to perform the services to be provided by Consultant under this Contract; and

e. Provide notice to Consultant of any deficiencies or defects discovered by the County with respect to the services to be rendered by Consultant hereunder.

3.3. Consultant acknowledges that access to the Project Site, to be arranged by County for Consultant, may be provided during times that are not the normal business hours of the Consultant.

3.4. County shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for the Project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.

#### **ARTICLE FOUR TIME**

4.1. Services to be rendered by Consultant shall be commenced subsequent to the execution of any Notice to Proceeds issued pursuant to this Contract, after receiving written Notice to Proceed from County for all or any designated portion of the Project and shall be performed and completed in accordance with the Project Schedule attached to the Notice to Proceed for the Project.

4.2. Should Consultant be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the County, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify County in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

4.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which County may be responsible in whole or in part, shall relieve Consultant of its duty to perform or give rise to any right to damages or additional compensation from County. Consultant's sole remedy against County will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the Consultant, the services to be provided hereunder have not been completed within the schedule identified in the Notice to Proceed, the Consultant's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant.

4.4. Should the Consultant fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or

remedies available to the County hereunder, the County at its sole discretion and option may withhold any and all payments due and owing to the Consultant until such time as the Consultant resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the County's satisfaction that the Consultant's performance is or will shortly be back on schedule.

## **ARTICLE FIVE COMPENSATION**

5.1. Compensation and the manner of payment of such compensation by the County for services rendered hereunder by Consultant shall be as prescribed in Schedule A, entitled "Basis of Compensation," and Exhibit A which are attached hereto and made a part hereof.

5.2. The total amount to be paid by the County under this Contract for all services and materials, including "out of pocket" expenses and any approved subcontracts, shall not exceed the amount set forth in the approved Notice to Proceeds without prior approval of the County. The Consultant shall notify the County's Representative in writing when 90% of the "not to exceed amount" has been reached.

5.3. Invoices received by the County from the Consultant pursuant to this Contract will be reviewed and approved in writing by the County's Representative, who shall indicate whether services have been rendered in conformity with the Contract, and then sent to the County's Office of Management and Budget for processing payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within thirty (30) days following the County Representative's approval, who shall process all payments in accordance with the Florida Prompt Payment Act or advise Consultant in writing of reasons for not processing same. In addition to detailed invoices, upon request of the County's Representative, Consultant will provide County with detailed periodic Status Reports on the project.

5.4. "Out-of-pocket" expenses shall be reimbursed in accordance with Florida law and Schedule A. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the County's Representative. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract.

5.5. In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the County for each Notice to Proceed. This final invoice shall also certify that all services provided by Consultant have been performed in accordance with the applicable Notice to Proceed and all charges and costs have been invoiced to the County. Because this account will thereupon be closed, any and other further charges not included on this final invoice are waived by the Consultant. Acceptance of final payment by Consultant shall constitute a waiver of all claims and liens against County for additional payment.

**ARTICLE SIX  
WAIVER OF CLAIMS**

6.1. Consultant's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against County arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by County shall be deemed to be a waiver of any of County's rights against Consultant.

**ARTICLE SEVEN  
TRUTH IN NEGOTIATION REPRESENTATIONS**

7.1. 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 Contract 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 Contract.

7.2. 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 Contract are accurate, complete and current as of the date of the Contract 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 Contract shall be adjusted accordingly.

**ARTICLE EIGHT  
TERMINATION OR SUSPENSION**

8.1. Consultant shall be considered in material default of this Contract and such default will be considered cause for County to terminate this Contract, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Contract within a reasonable time after issuance of the Notice(s) to Proceed of a Notice to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by County pursuant to this Contract, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Contract, or (f) for any other just cause. The County may so terminate this Contract, in whole or in part, by giving the Consultant seven (7) calendar days' written notice.

8.2. If, after notice of termination of this Contract as provided for in paragraph 8.1 above, it is determined for any reason that Consultant was not, in default, or that its default was excusable, or



that County otherwise was not entitled to the remedy against Consultant provided for in paragraph 8.1, then the notice of termination given pursuant to paragraph 8.1 shall be deemed to be the notice of termination provided for in paragraph 8.3 below and Consultant's remedies against County shall be the same as and limited to those afforded Consultant under paragraph 8.3 below.

8.3. County shall have the right to terminate this Contract, in whole or in part, without cause upon seven (7) calendar days' written notice to Consultant. In the event of such termination for convenience, Consultant's recovery against County shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against County, including, but not limited to, anticipated fees or profits on work not required to be performed.

8.4. Upon termination, the Consultant shall deliver to the County all original papers, records, documents, drawings, models, and other material set forth and described in this Contract.

8.5. The County shall have the power to suspend all or any portions of the services to be provided by Consultant hereunder upon giving Consultant two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the Consultant's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article Four herein.

## **ARTICLE NINE PERSONNEL**

9.1. The Consultant is, and shall be, in the performance of all work services and activities under this Contract, 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 Contract 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.

9.2. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. 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.

9.3. 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.

9.4. 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.

9.5. 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.

9.10 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 Contractor in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

9.11 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.

## **ARTICLE TEN SUBCONTRACTING**

10.1. Consultant shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

## **ARTICLE ELEVEN FEDERAL AND STATE TAX**

11.1. The County is exempt from payment of Florida state sales and use taxes. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's tax exemption number in securing such materials.

11.2. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

## **ARTICLE TWELVE OWNERSHIP OF DOCUMENTS**

12.1. Upon completion or termination of this Contract, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by Consultant under this Contract

shall be delivered to and become the property of County. Consultant, at its own expense, may retain copies for its files and internal use.

12.2. The County and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes, pertaining to public records. Consultant assumes no liability for the use of such documents by the County or others for purposes not intended under this Contract.

### **ARTICLE THIRTEEN MAINTENANCE OF RECORDS & PUBLIC RECORDS**

13.1. Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of three (3) years from the date of termination of this Contract or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Contract and during the three (3) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

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

- a) Keep and maintain public records required by the County to perform the service.
- b) 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.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d) 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 contractor 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 contractor 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.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@co.okaloosa.fl.us](mailto:riskinfo@co.okaloosa.fl.us).**

13.3 The County reserves the right to unilaterally cancel this Contract for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Contract unless the records are exempt.

#### **ARTICLE FOURTEEN INSURANCE**

14.1. During the life of the Contract the Consultant shall provide, pay for, and maintain, with companies satisfactory to the County, the types of insurance as set forth in attached Exhibit B.

#### **ARTICLE FIFTEEN INDEMNIFICATION**

15.1. The Consultant shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Contract.

15.2. Consultant acknowledges that the general conditions of any construction contract shall include language, satisfactory to the County's attorney, in which the contractor agrees to hold harmless and to defend County, Consultant, their agents and employees, from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed thereunder. County acknowledges that Consultant shall be expressly named as an indemnified party, and shall be held harmless, in the general conditions of any construction contract, and shall be named as an additional insured in any contractor's insurance policies.

15.3 The first ten dollars (\$10.00) of remuneration paid to Consultant under this Contract shall be in consideration for the indemnification provided for in this section.  
Consultant under this Contract shall be in consideration for the indemnification provided for in this section.



**ARTICLE SIXTEEN  
SUCCESSORS AND ASSIGNS**

16.1. The County and the Consultant each binds itself and its successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

**ARTICLE SEVENTEEN  
REMEDIES**

17.1. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Okaloosa County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**ARTICLE EIGHTEEN  
CONFLICT OF INTEREST**

18.1. The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

18.2. The Consultant shall promptly notify the County Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an informed determination from the County Representative as to whether the association, interest or circumstance would be viewed by the County Representative as constituting a conflict of interest if entered into by the Consultant. The County Representative agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. Such determination may be appealed to the Board of County Commissioners by the Consultant within thirty (30) days of the County Representative's notice to the Consultant. If, in the opinion of the County Representative or County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County Representative or County shall so state in the notice and the Consultant shall, at its

option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Contract.

## **ARTICLE NINETEEN DEBT**

19.1. 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.

## **ARTICLE TWENTY NONDISCRIMINATION**

20.1. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

20.2 Additionally, (As per Executive Order 11246) Contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

## **ARTICLE TWENTY-ONE ENFORCEMENT COSTS**

21.1. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, 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.

## **ARTICLE TWENTY-TWO NOTICE**

22.1. All notices required in this Contract shall be sent by certified mail, return receipt requested to the Consultant's Representative and the County Representative at the addresses shown in Articles One and Three hereof.

**ARTICLE TWENTY-THREE  
MODIFICATION OF SCOPE OF WORK**

23.1. It is the intent of this Contract that County shall from time to time issue Notice to Proceeds for Consultant to perform work. Notice to Proceeds shall be duly approved by the County prior to issuance. Consultant shall expediently perform such work within the schedule indicated in the work order in accordance with Article Four above. Consultant shall timely cooperate with County Representative in negotiating the cost and schedule of said work orders prior to submission to the County for approval. The County reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed 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 if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Contract.

23.2. If the County so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work or work order affected by a contemplated change, pending the County's decision to proceed with the change. Consultant shall be entitled to invoice County for that portion of the work completed prior to receipt of the written notice.

23.3. If the County elects to make the change, the County shall initiate a Contract Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the County.

**ARTICLE TWENTY-FOUR  
MODIFICATION**

24.1. The County and the Consultant agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article Twenty Three - Modification of Scope of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

**ARTICLE TWENTY FIVE  
MISCELLANEOUS**

25.1. Consultant, in representing County, shall promote the best interest of County and each party agrees to assume toward the other party a duty of good faith and fair dealing.

25.2. No modification, waiver, suspension or termination of the Contract or of any terms thereof shall impair the rights or liabilities of either party.

25.3. This Contract is not assignable, in whole or in part, by Consultant without the prior written consent of County.

25.4. Waiver by either party of a breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

25.5. The headings of the Articles, Schedules, Parts and Attachments as contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Schedules, Parts and Attachments.

25.6. This Contract, including the referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Contract.

25.7 Consultant, acknowledges that it shall comply with all applicable Federal law, regulations, executive orders, State laws and regulations and local laws, ordinances and regulations as it pertains to services being rendered under this contract.

25.8 Consultant acknowledges that some federal funds may be utilized in the course of services being performed under this agreement, as such, consultant agrees that it shall adhere to all necessary federal regulations, including those as set forth in Exhibit \_\_\_\_\_. Further, the Consultant acknowledges that the Federal government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from this Contract.

## **ARTICLE TWENTY SIX MINORITY/WOMEN’S BUSINESS ENTERPRISES**

26.1 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 contractor will require compliance by all sub-contractors. Prior to contract award, the contractor 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

**ARTICLE TWENTY SEVEN  
PROCUREMENT OF RECOVERED MATERIALS**

27.1 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.

**ARTICLE TWENTY EIGHT  
ENVIRONMENTAL AND ENERGY POLICIES**

28.1 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].

28.2 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.

28.3 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.

**ARTICLE TWENTY NINE  
FEDERAL SUSPENSION AND DEBARMENT**

29.1 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 Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**ARTICLE THIRTY  
LOBBYING**

30.1 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.

**ARTICLE THIRTY ONE  
THIRD PARTY BENEFICIARIES**

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

**ARTICLE THIRTY TWO  
SEVERABILITY**

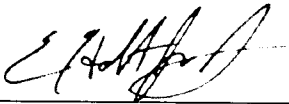
32.1. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE THIRTY THREE  
REPRESENTATION OF AUTHORITY TO CONTRACT/SIGNATORY**

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

**IN WITNESS WHEREOF**, the parties hereto have set their hands and official seals the day and year first above written.

**HALFF ASSOICATES, INC.**

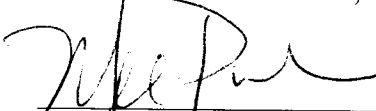
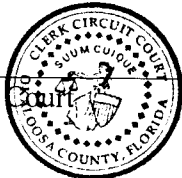


\_\_\_\_\_  
Authorized Representative

Holt Jones, PE

\_\_\_\_\_  
(printed)

**BOARD OF COUNTY COMMISSIONERS OF  
OKALOOSA COUNTY, FLORIDA**

  
\_\_\_\_\_  
Mel Ponder, Chairman  
\_\_\_\_\_  
J.D. Peacock, II, Clerk of Court



**EXHIBIT "A"**  
**BASIS OF COMPENSATION**

1. As consideration for providing Services set forth herein Article Two of the Contract for Professional Consulting Services, the County agrees to pay, and Consultant agrees to accept, fees as indicated in the attached Standard Hourly Rate Schedule. In the event there is a conflict between any provisions in the Standard Hourly Rate Schedule and this Exhibit A, the terms in Exhibit A shall control.
  
2. Reimbursable costs shall mean the actual expenditures made by the Consultant while providing Services, in the interest of the Project, and may include the following items:
  - a. Expenses for preparation, reproduction, photographic production techniques, postage and handling of drawings, specifications, bidding documents and similar Project-related items.
  - b. When authorized in advance by County, except as specifically otherwise provided herein, the expense of overtime work requiring higher than regular rates.
  - c. Expenses for renderings, models and mock-ups requested by County.
  
3. Unless approved by the County in advance, reimbursable costs shall not include the following:
  - a. Transportation and subsistence, including transportation and subsistence expenses incidental to out-of-town travel required by Consultant and directed by County, other than visits to the Project Site or County's office.
  - b. Consultant overhead including field office facilities.
  - c. Overtime not authorized by County.
  - d. Expenses for copies, reproductions, postage, handling, express delivery, and long distance communications not required for a Project.
  
4. Payments will be made for services rendered on no more than on a monthly basis, within thirty (30) days of submittal of an approvable invoice. The number of the Notice to Proceed pursuant to which the services have been provided shall appear on all invoices. All invoices shall be reasonably substantiated, identify the services rendered and must be submitted in triplicate in a form and manner required by County.

## **Exhibit "B"**

### **GENERAL SERVICES INSURANCE REQUIREMENTS**

REVISED: 08/01/2018

#### **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 on all Workers Compensation Certificates 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 (redacted if necessary) 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. 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.

**PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY**

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

**INSURANCE LIMITS OF LIABILITY**

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

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

**NOTICE OF CLAIMS OR LITIGATION**

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

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County Board of County Commissioners, 302 N. Wilson St., Crestview, Florida, 32536.
2. 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).
3. 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.
4. 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.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a

deductible or SIR.

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the 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.



## Standard Hourly Rate Schedule

(Valid through December 31, 2023)

	<u>Range</u>
<b><u>Engineers</u></b>	
Principal/Officer – Professional Engineer	\$350.00
Engineering Project Manager	\$265.00
Senior Professional Engineer	\$210.00
Professional Engineer	\$170.00
Project Engineer	\$150.00
Engineer Intern	\$ 125.00
Graduate Engineer	\$ 110.00
<b><u>Technicians</u></b>	
Senior ITS Manager/TMC/Traffic/Fiber	\$315.00
Supervisory Technician/Senior Designer	\$170.00
Senior Technician/CADD	\$ 145.00
Design Technician/CADD	\$ 100.00
Technician	\$ 85.00
<b><u>GIS</u></b>	
Principal Officer – Senior Spatial Analyst	\$185.00
Senior Spatial Analyst	\$145.00
Spatial Analyst	\$110.00
GIS Specialist	\$ 75.00
<b><u>Landscape Architects</u></b>	
Principal/Officer – Professional Landscape Architect	\$230.00
Senior Professional Landscape Architect	\$160.00
Professional Landscape Architect	\$ 140.00
Senior Landscape Designer	\$ 115.00
Landscape Designer	\$ 85.00
<b><u>Planners</u></b>	
Principal/Officer – Land Planner	\$ 280.00
Senior Planner	\$ 140.00
Planning Project Manager	\$ 120.00
Professional Planner	\$ 115.00
Project Planner	\$ 85.00



## Standard Hourly Rate Schedule

(Valid through December 31, 2023)

	<u>Range</u>
<b><u>Administration</u></b>	
Executive Administrative Assistant	\$ 115.00
Administrative Assistant	\$ 75.00
<b><u>Construction Engineering &amp; Inspection (CE&amp;I)</u></b>	
Senior Project Engineer	\$ 280.00
Project Administrator	\$ 172.00
Assistant Project Administrator	\$ 119.00
Senior Inspector	\$ 123.00
Inspector	\$ 88.00
Inspector Aid	\$ 63.00
CEI Secretary	\$ 88.00
Contract Support Specialist	\$123.00
Associate Contract Support Specialist	\$ 95.00
Resident Compliance Specialist	\$ 95.00

### **Reimbursable Expenses**

Reimbursable expenses include, but are not limited to:

Courier Service	Government Permitting Fees
Maps / GIS Data	Prints, Copies, Plots, Plans
Mileage, Parking, Tolls	Subconsultant Fees
Postage and Overnight Mail	Telephone/Conferencing
Travel (lodging, rental car, per diem)	Miscellaneous Services

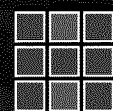


# OKALOOSA COUNTY

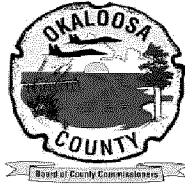
TELECOMMUNICATIONS/BROADBAND SPECIALIZED  
CONSULTING SERVICES

RFQ IT 33-22

May 3, 2022



**HALFF**



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

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**RFQ TITLE:**  
Telecommunications/Broadband Specialized Consulting Services

**RFQ NUMBER:**  
RFQ IT 33-22

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**ISSUE DATE:** April 4, 2022  
**LAST DAY FOR QUESTIONS:** April 15, 2022 at 3:00 P.M. CST  
**RFQ OPENING DATE & TIME:** May 3, 2022 at 3:00 P.M. CST

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

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

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**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 Half Associates, Inc.  
MAILING ADDRESS \_\_\_\_\_  
2507 Callaway Road, Suite 100  
CITY, STATE, ZIP Tallahassee, FL 32303  
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 75-1308699  
TELEPHONE NUMBER: (850) 224-4400 EXT: \_\_\_\_\_ FAX: (850) 681-3600  
EMAIL: \_\_\_\_\_

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

AUTHORIZED SIGNATURE:  PRINTED NAME: Tracy Forester  
TITLE: Vice President/Director of ITS DATE: 4/29/2022

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**TELECOMMUNICATIONS/BROADBAND SPECIALIZED CONSULTING SERVICES**  
**RFQ IT 33-22**

Pursuant to Chapter 287.055, Florida Statutes and County policy, the Okaloosa County Board of County Commissioners (BCC) requests qualifications from consultants who can provide **Telecommunications/Broadband Specialized Consulting Services**.

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

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

Unless otherwise stipulated in the proposal description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until **3:00 p.m. CST May 3, 2022**, at which time all proposals that are timely submitted will be opened and reviewed.

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

For this solicitation please contact:  
DeRita Mason, Sr. Contracts and Lease  
Coordinator  
850-589-5960  
dmason@myokaloosa.com

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Jeffrey Hyde  
Purchasing Manager

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Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
MEL PONDER, CHAIRMAN

## **RFQ IT 33-22: TELECOMMUNICATIONS/BROADBAND SPECIALIZED CONSULTING SERVICES**

### **PART 1 – GENERAL INFORMATION**

Okaloosa County is planning major broadband related initiatives in 3 general phases: 1) expand our existing county owned and maintained fiber optic network to support critical infrastructure, public safety, and community anchor institutions; 2) use this expansion to supply the middle mile infrastructure necessary to help develop public-private partnerships by providing incentives in dark fiber as well as grant related financial incentives to build out terrestrial wired service to targeted unserved or underserved north county areas; and 3) consider fixed wireless or other wireless solutions to reach those not suitable for terrestrial wired buildouts.

### **PART 2 – SCOPE OF SERVICES**

The County is seeking consultant and engineering services to assist and complete specialized fiber optic network and conduit system, fixed wireless, cellular, or RF related telecommunication services including but not limited to: studies, surveys (collection of data or GIS related mapping and services), engineering design, fiber optic splice designs and documents, preparation of plans or permits, specifications and contract documents, public-private partnerships, preparation of cost estimates, assistance in obtaining necessary permits (fees to be provided by County), construction inspection, construction management, contract administration, project completion certificates and as-builts as may be required in a suitable ESRI GIS format, coordination with local stakeholders, DOD related dig permits, route selection, right-of-way and utility identification, optical time-domain reflectometer (OTDR), power and dB loss evaluation and assessment. Projects may be routine, non-routine or emergency inside/outside plant to support the operation, expansion, maintenance and sustainability of the Okaloosa County Fiber Optic Network, traffic engineering/operations and other telecommunication related components and services.

Service of the consultant shall be under the general direction of the Information Technology Department Director, or his or her designee, who shall act as the County's representative during the performance of the scope of services. This contract will be task order driven.

The term of the agreement will begin when all parties have signed and continue for three (3) years. The agreement may be renewed for up to two (2) one (1) year renewals upon written approval by all parties. The County reserves the right to award to more than one vendor, if it is in the best interest of the County.

### **PART 3 – QUALIFICATION PREPARATION INSTRUCTIONS**

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

The submittals will be reviewed by a Selection Review Committee appointed by the Board of County Commissioners. Responses should be responsive to the items identified in this RFQ and contain no more than 40 pages, #12 font minimum. (Required forms are excluded from the total page count)

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

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 Manual. Failure to file a protest within the time prescribed in accordance with the County’s Purchasing Manual, Section 31, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under law.

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

1. **Letter of Interest** shall be prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually. The letter shall include location of the firm’s office that will be the lead office for this contract and any anticipated sub-consultants.
2. Experience in large scale backbone/middle fiber optic network/conduit system design, standards, plans preparation, permitting and evaluation. **(35 points)**
3. Experience in fixed wireless, cellular, or RF related telecommunications design, standards, plans preparation, permitting, CEI and evaluation. **(15 points)**
4. Experience in performing telecommunication related construction plans, technical proposals, or bid document review and provide to County. **(15 points)**
5. Experience in public-private telecommunication partnerships, especially at the local level. **(15 points)**
6. Experience in field review of constrictions activities i.e. construction engineering inspection (CEI) for compliance with plans and specifications for the duration of project completion. **(10 points)**
7. Experience in assisting local governments with responding to emergency/ storm events relating to damage to Fiber Optic Networks and Telecommunication Assets. **(5 Points)**
8. References from previous awarded contracts in similar field of work. **(5 points)**
9. **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 otherwise requested in the RFQ.
10. **Business Credentials and Other** – Provide sufficient information to demonstrate legal authority to do business in the state of the firm and any sub-consultant to perform the work. Indicate whether the firm and/or any sub-consultant are disadvantaged business enterprises. Show State of Florida licensing/registration qualifications of the firm and key personnel. Copies of all completed forms required by this RFQ are included in this section.

**PART 4 – PROCUREMENT SCHEDULE (ANTICIPATED)**

RFQ Advertised & Posted on Website	04-04-2022
Deadline for Questions	04-15-2022 @ 3:00 P.M.
RFQ Response Due Date	05-03-2022 @ 3:00 P.M.
Selection Review Committee Meeting	05-19-2022 @ 9:00 P.M.
Recommend Award to BCC via ITA	05-20-2022
Contract Negotiations	05-30-2022 –06-03-2022
Finalize/Execute Agreement	06-19-2022

## **GENERAL SERVICES INSURANCE REQUIREMENTS**

REVISED: 08/01/2018

### **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 on all Workers Compensation Certificates 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 (redacted if necessary) 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. 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.

### **PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY**

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

### **INSURANCE LIMITS OF LIABILITY**

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

	<b><u>LIMIT</u></b>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident

(A combined single limit)

- |    |                                 |   |
|----|---------------------------------|---|
| 3. | Commercial General Liability    | \$1,000,000 each occurrence<br>for Bodily Injury & Property Damage<br>\$1M each occurrence Products and completed<br>operations |
| 4. | Personal and Advertising Injury | \$1,000,000 each occurrence   |
| 5. | Professional Liability (E&O)    | \$1,000,000 each claim  |

### **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**

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County Board of County Commissioners, 302 N. Wilson St., Crestview, Florida, 32536.
2. 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).
3. 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.
4. 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.



5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the 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 via Vendor Registry:

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 RFQ documents will be issued by the County five (5) days prior to the date and time of closing, as a written addenda distributed to all prospective Respondents by posting to the Vendor Registry following website.

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

Such written addenda or modification shall be part of the 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.

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.

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.

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.

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

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.

All signatures shall be in blue ink. All names should be typed or printed below the signature.

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.

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** –

A bid shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents.

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

If within 24 hours after qualifications are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its submittal, that respondent may withdraw its submittal, and the respondent's security will be returned, if any.

6. **QUALIFICATIONS DOCUMENTS TO REMAIN SUBJECT TO ACCEPTANCE** – All qualifications documents will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the opening, but the County may, in its sole discretion, release any submittal and return the respondent's security, if required prior to the end of this period.

7. **CONDITIONAL & INCOMPLETE QUALIFICATIONS** - Okaloosa County specifically reserves the right to reject any conditional submittal and qualifications which make it impossible to determine the true quality of services to be provided by respondent.

8. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County's best interest.

9. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the qualifications throughout, and they will be deemed to be included in any contract the same as though they were written in full therein.

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

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

12. **PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any

public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

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

14. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
15. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish any additional information and financial data for this purpose as the County may request.
16. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071(1)(b)2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
17. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon being removed from the Active Contractors List or termination of any contract resulting from this solicitation.
18. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

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

19. **SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of any contract resulting from this

solicitation for the County's convenience.

Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

20. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the vendor list for duration of one (1) year, at the option of County.
21. **AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under any contract resulting from this solicitation from the date of the contract through three (3) years after the expiration of contract.
22. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
23. **NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
24. **UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the terms under which respondent was placed on the Active Contractors List . In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the subject contract and removal of the respondent from the Active Contractors list. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
25. **CONE OF SILENCE CLAUSE** – The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

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

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

27. **DRUG-FREE WORKPLACE** -Qualifications will only be received from respondents who can certify to having a drug-free workplace program. To have a Drug-Free Workplace program, a business shall, at a minimum, meet the requirements of Florida Statutes, Section 287.087. Respondents shall utilize **DRUG<sup>1</sup>**

**FREE WORKPLACE PROGRAM CERTIFICATION FORM** provided to make this certification.

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

**33. The following documents are to be submitted with the qualifications packet. Failure to provide required forms may result in contractor disqualification.**

- a. Drug-Free Workplace Certification Form
- b. Conflict of Interest
- c. Federal E-Verify
- d. Cone of Silence Form
- e. Indemnification and Hold Harmless
- f. Addendum Acknowledgement
- g. Company Data
- h. System Award Management Form
- i. List of References
- j. Certification Regarding Lobbying
- k. Sworn Statement – Public Entity Crimes
- l. Governmental Debarment & Suspension
- m. Vendors on Scrutinized Companies List
- n. Certificate of Good Standing for the State of Florida-provided by contractor
- o. Federal Clauses
- p. Buy American Certificate



April 29, 2021

Jeff Hyde, Purchasing Manager  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536

**RE: RFQ IT 33-22 – Telecommunications/Broadband Specialized Consulting Services**

Dear Mr. Hyde:

Halff is proud to have served as a partner with Okaloosa County in providing ongoing specialized telecommunication and traffic engineering-related services for routine and emergency tasks. Through this RFQ, we are looking forward to continuing in our role of providing Telecommunications/Broadband Specialized Consulting Services to Okaloosa County. We are recognized across Florida as a planning and design firm that delivers creative solutions to challenging infrastructure problems. We are also known for our direct focus on listening to the community, hearing what is needed, and articulating the community's vision into reality. Our solutions not only address project issues, but also enhance the community and support economic vitality.

Our statement of qualifications will illustrate that our well-qualified project team has the required experience in network design and construction plans development, field reviews, plan reviews, traffic engineering, and emergency responsiveness to successfully perform any task related to this contract. Additionally, the Halff team's extensive work history with Okaloosa County offers specific advantages, including:

- ✔ In-depth knowledge of the County's fiber network from an extensive work history on the current fiber optic network.
- ✔ Close working relationships providing telecommunication services to the neighboring Bay and Walton Counties.
- ✔ Ongoing efforts maintaining and updating the comprehensive County fiber network as-builts through close communications with the Information Technology Department Director, Dan Sambenedetto.
- ✔ Experience completing DOD-related dig permits, notably through past experience on Eglin Air Force Base property.
- ✔ Significant experience in design, splice diagrams (colorized for clarity), construction plans and specification development, cost estimates, permitting, inspection, project management, and as-builts in ESRI GIS.



## Project Manager & Point of Contact

The proposed Halff team is led by Project Manager, Holt Jones, PE, and Principal-in-Charge, Tracy Forester. They have significant experience in fiber optic network and intelligent transportation system (ITS) design, construction, inspection, project management, traffic operations, advanced traffic signal equipment, and updates to statewide fiber optic specifications. **Holt can be contacted in Halff's Tallahassee office at (850) 848-9413, or by email at [hJones@Halff.com](mailto:hJones@Halff.com).**

Halff's Tallahassee office, located at 2507 Callaway Road, Suite 100, will be the lead office providing telecommunications and traffic engineering/operation services. To support the successful completion of any task associated with this contract, we have partnered with Gresham Smith (telecommunication design and review support), as well as Snelgrove Surveying & Mapping, Inc. (surveying services), as needed.

We look forward to the opportunity to continue serving the County by supporting the successful planning, design, and execution of the County's goals and objectives for broadband initiatives to expand the existing fiber optic network, supply middle-mile infrastructure to enable wired service to underserved/unserved north County areas, and provide wireless communication solutions to reach areas not suitable for fiber optic deployments.

Sincerely,

**Halff Associates, Inc.**



Tracy Forester  
Vice President/Director of ITS



Halff is ranked #97 in *Engineering News-Record Magazine's* list of the top 500 design firms in the United States.

Halff has been providing services for both public and private sector clients for more than 70 years. With engineers, landscape architects, and planners on staff, we have experience in tackling the most difficult and challenging projects. Our professionals achieve excellence through strong dedication and enthusiasm toward their respective professions. We achieve project goals and objectives that are functional, environmentally sensitive, easily maintainable, aesthetically pleasing, and within budget/schedule constraints.



## OUR COMMITMENT TO YOU

- Proactively seek the best creative solutions to meet our client's needs
- Focus on delivering excellence and exceptional value to the client
- Practice ethics at all levels based on the standards of our profession and on the principles of fairness, integrity, honesty, and respect
- Continue to pursue innovative technological skills to improve the quality of our services

HALFF ASSOCIATES, INC.

2507 CALLAWAY ROAD, SUITE 100  
TALLAHASSEE, FL 32303

TEL (850) 224-4400  
WWW.HALFF.COM

RANKED  
**#20**  
ZWEIG GROUP  
BEST FIRMS  
TO WORK FOR

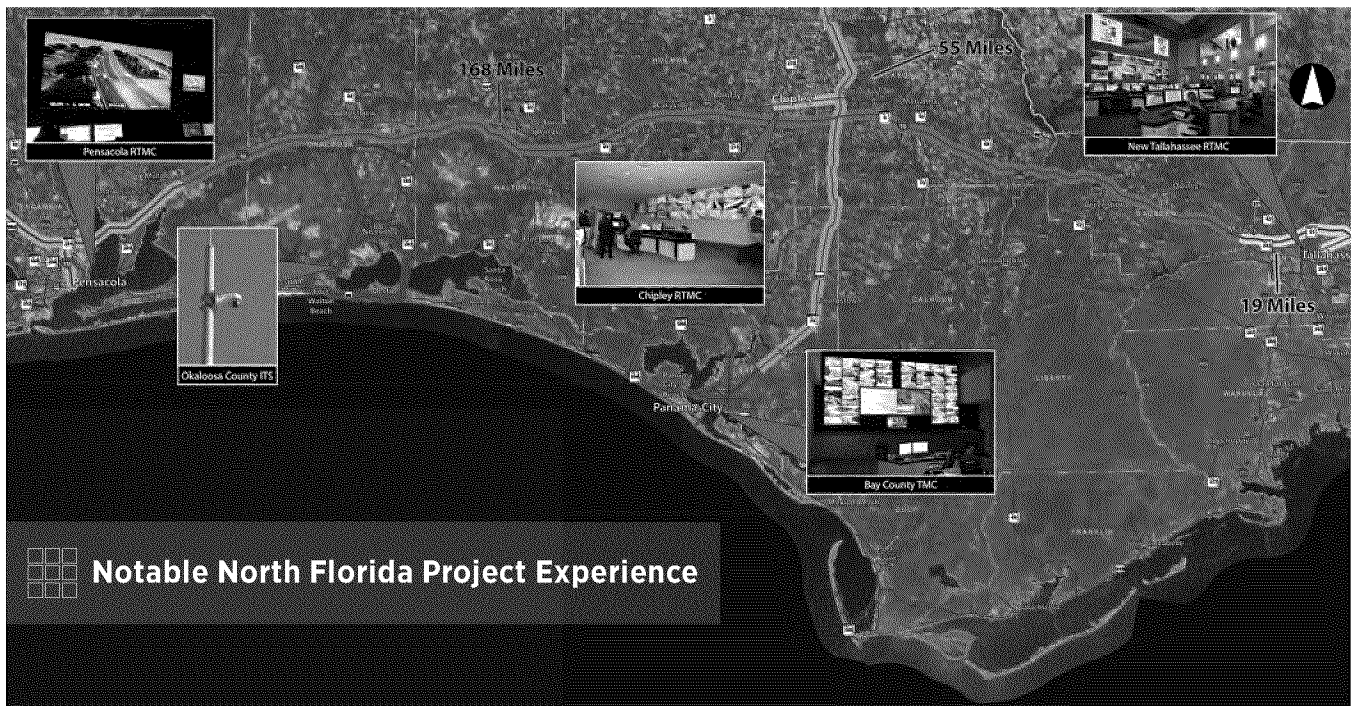
## 2. EXPERIENCE IN LARGE SCALE BACKBONE/MIDDLE FIBER OPTIC NETWORK/CONDUIT SYSTEM DESIGN, STANDARDS, PLANS PREPARATION, PERMITTING & EVALUATION

The Halff team has extensive experience with planning, design, development, implementation, operation, testing, and training related to Fiber Optic Network Design, Transportation Management Centers (TMC), Traffic Signal Timing, and Advanced Traffic Management Systems (ATMS). Halff also has specialized experience in supporting mapping and design of middle-mile networks utilizing aerial overlanding on existing utilities or new connections to utility poles. The Halff team's key personnel have been involved with both the public and private sector aspects of networks for transportation/emergency operations as well as all aspects of communications and ATMS projects. Services provided during these projects included, but are not limited to, system design, construction plans preparation, standards development,

and permitting services for fiber optic networks ranging from isolated corridor specific networks to statewide networks spanning more than 2,000 miles.

The first step in any successful network design is to meet with the client to clearly identify the goals of the deployment. Once network goals and needs have been identified, Halff conducts thorough research to identify the existing conduit available for use and verify additional, proposed conduit paths necessary to provide connectivity and redundancy. Following the planning stages, Halff produces detailed construction plans, specifications, and color-coded splice diagrams to ease construction efforts and certify project success.

Select project examples related to large scale network design are highlighted as follows.





# Okaloosa County Continuing Services

Okaloosa County, FL



## RELEVANCY TO TELECOMMUNICATIONS/ BROADBAND SPECIALIZED CONSULTING SERVICES

- ✓ Large-scale fiber optic network design
- ✓ Construction plans preparation
- ✓ Permitting
- ✓ Field Review for plans compliance
- ✓ Communications for critical infrastructure, public safety, transportation system, and schools
- ✓ As-built development

Halff assisted Okaloosa County with analysis, design, construction plans development, and implementation of a county-wide fiber optic network. This network consists of more than 75 miles of high fiber count Corning® fiber and connects all County facilities on 16 different networks. The fiber optic network provides communication to County facilities, traffic signal controllers, CCTV cameras at intersections, RWISs and future DMSs. As a part of this effort, fiber optic capabilities were provided to Eglin Air Force Base facilities for communication to military installations across the Florida Panhandle. Detailed plans were developed utilizing all applicable state and local standards and specifications to install conduit and fiber necessary for a successful county network. During this project, Halff implemented the use of color-coded splicing diagrams to improve efficiency and transparency for the fiber optic splicing technicians. Color coded splice diagrams provide an added layer of clarity to splicing plans, especially for high-fiber count networks associated with large scale fiber deployments.

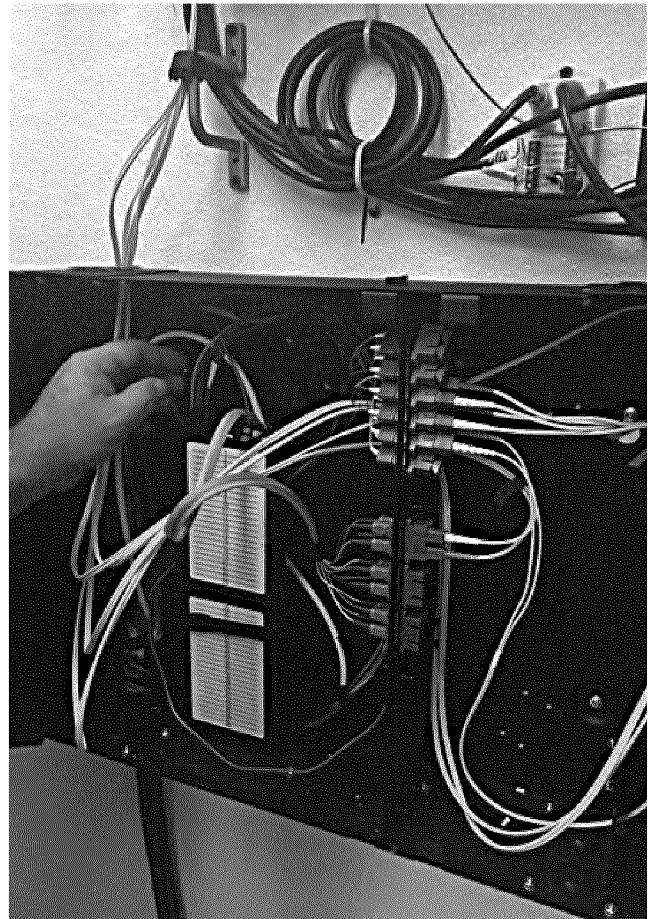
As part of the Continuing Services contract, the Halff team coordinated and submitted required FDOT utility permitting for the installation of conduit and fiber on state-owned property right of ways. Additionally, Halff completed permitting and coordination with Eglin Air Force Base for installing conduit and fiber on military property.

2. | EXPERIENCE IN LARGE SCALE BACKBONE/MIDDLE FIBER OPTIC NETWORK/CONDUIT SYSTEM DESIGN, STANDARDS, PLANS PREPARATION, PERMITTING & EVALUATION

Halff is currently developing a set of permitting plans to bring county fiber to Lewis Middle School, Eglin Elementary, Longwood Elementary, and Okaloosa Youth Academy. This fiber deployment will bring these schools on to the county-wide network.

Halff is in the final stages of design for the new Transportation Management Center (TMC) for Okaloosa County that will allow the County's fiber network to be utilized to monitor traffic from the new TMC using existing CCTV cameras and a new control center. The TMC staff will be able to respond to real-time operational adjustment needs and immediate incident response tasks. TMC operators monitor live traffic conditions and can adjust the signal timing at each intersection remotely to improve traffic flow or dispatch crews to respond to a roadway incident, stalled vehicle, or weather-related incident. The TMC will

provide real time operational opportunities for drivers that will save them time and money and reduce wasted fuel. Operators can also notify maintenance staff of malfunctions to help reduce response times. Higher quality video will have the ability to be shared with the Emergency Operations Center (EOC) during major incidents or weather events. This has proven to be invaluable in emergency situations by giving decision makers access to live video of current conditions across the County. The proposed TMC will also enable Okaloosa County and neighboring TMCs to help each other during emergency conditions. All of these critical monitoring and incident-management services will be made possible by the fiber optic network groundwork—the result of Halff's design and support services to Okaloosa County over the past 15 years.



## TMC & Fiber Optic Network

Bay County, FL



### RELEVANCY TO TELECOMMUNICATIONS/BROADBAND SPECIALIZED CONSULTING SERVICES

- ✓ Large-scale fiber optic network design
- ✓ Construction plans preparation
- ✓ Permitting
- ✓ Field review for plans compliance
- ✓ TMC Design
- ✓ Communications for critical infrastructure, public safety, transportation system, and schools

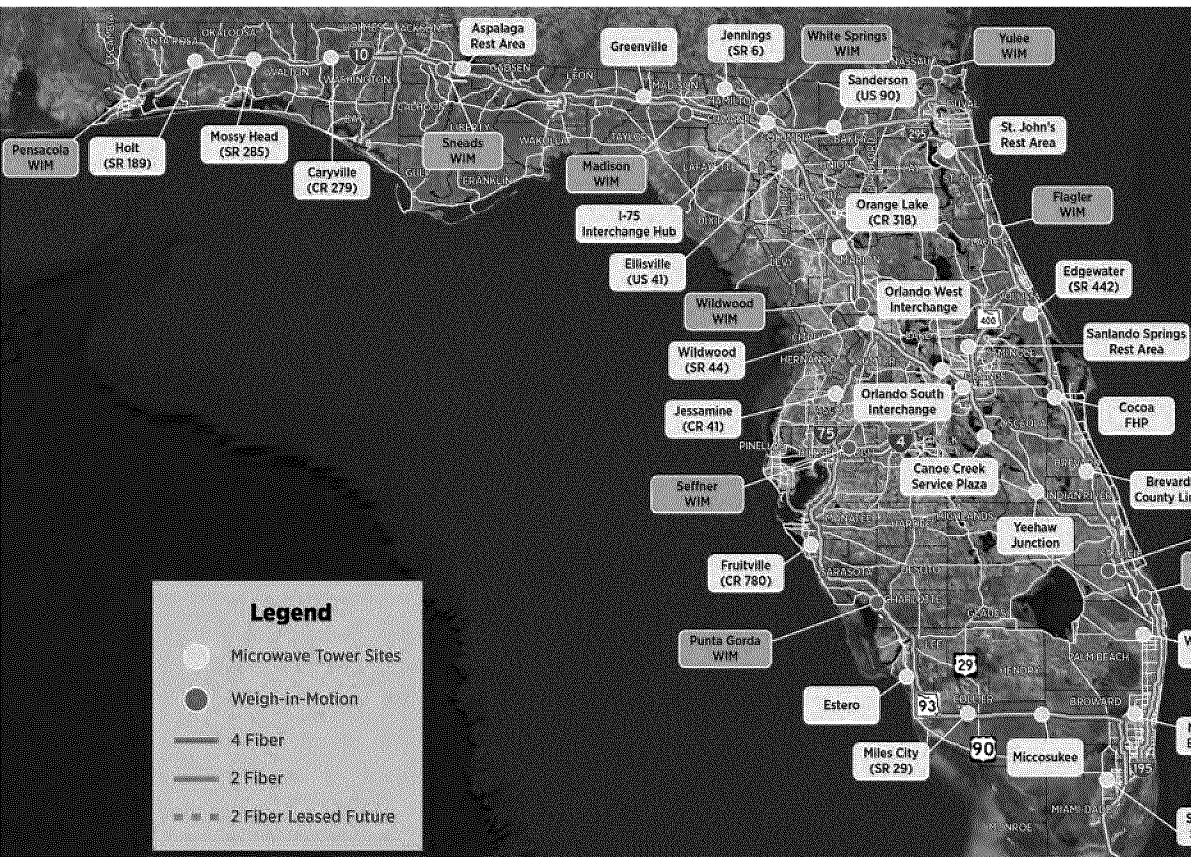
Halff has performed a variety of services for Bay County as the ITS consultant under a General Services contract. These services included the design of fiber optic network splice diagrams, master planning for the County's fiber optic network, Fiber Optic as-builts, ITS design plans for future projects, and general consulting services. Halff designed construction plans for all fiber optic cabling, conduit, pull/splice boxes, and other components. The fiber optic splicing diagrams were designed for the communications network that support existing and planned traffic signal control upgrades/expansions and ITS deployment initiatives within the Bay County-Panama City region and FDOT District 3. This fiber optic network allows direct communications from the TMC to all parts of the traffic system such as the controllers at traffic signals, Dynamic Message Signs (DMS) for traveler information, weather station information, and live streaming video from traffic cameras which have been placed at intersections as part of this project. TMC operators monitor live traffic conditions and can adjust the signal timing at each intersection to improve traffic flow or respond to a roadway incident. The project also provided the Bay County School Board with the necessary fiber optic communications network to support all Bay County Schools for networking, video conferences, and lectures.

Additionally, Halff provided engineering services for the ITS Phase 3 project on Panama City Beach. This involved researching the routing of existing conduit available for fiber optic installation, further verification of conduit required, and a complete design for a fiber optic network for the traffic system and county facilities.



# MCSAW Communication Plans

Central Office, FDOT



**RELEVANCY TO TELECOMMUNICATIONS/ BROADBAND SPECIALIZED CONSULTING SERVICES**

- ✓ Large-scale fiber optic network design
- ✓ Construction plans preparation
- ✓ Permitting
- ✓ Field review for plans compliance
- ✓ As-built development

Halff provided FDOT's Central Office Motor Carrier Size & Weight (MCSAW) with the design and construction plans for a statewide fiber optic network spanning 2,000+ miles to upgrade existing communications between all Weigh-in-Motion (WIM) Stations throughout Florida. The network consists of 20 Gigabit Ethernet (10GbE) connections that transmit data between each WIM and microwave tower signal regeneration site, and 1GbE connections that transmit data from Virtual Weigh-in-Motion (VWIM) and Telemetered Traffic Monitoring Sites (TTMS) to WIM stations. The Layer 3 switch utilized in this project is also capable of a 40GbE uplink between ethernet switches. This project included an internet protocol (IP) design for the devices at weigh stations, microwave towers, cameras at WIM stations, and intermittent Telemetered Traffic Monitoring Sites.

Halff completed a communications master plan to identify and evaluate the existing communications networks and provided recommendations for future communication improvement needs for each site. A cost benefit analysis was conducted between leasing fiber optic cables and FDOT-owned fiber. To provide a robust network with room for expansion, a combination of utilizing FDOT fiber with the installation of new fiber optic laterals was identified as the desirable solution.

Following the communications master plan, Halff coordinated with each FDOT District to obtain dedicated fiber reservations and identify delineation points for splicing or patch chord configurations necessary to deliver the MCSAW network across District lines. New fiber optic cable laterals were designed to complete links between District-owned fiber back bones, and fiber drops were designed into FDOT Central Office hub buildings to regenerate fiber optic signal between WIM stations. The final design of the MCSAW fiber optic network provides a robust communication network between each WIM station without bandwidth limitations imposed by a leased fiber alternative. The network also provides redundancy by utilizing multiple alternate routes between WIM stations to mitigate future network downtime caused by construction activities or equipment failure.

As a part of this project, Halff is supporting MCSAW with the design of an electronic trucking bypass system that allows trucks entering the state to be weighed one time, then be tracked throughout the state so they can bypass other weigh stations. Trucks are monitored with a combination of Lineas quartz WIM sensors, static weigh scales, license plate reader (LPR) and USDOT cameras, and LiDAR scanners. This state-of-the-art system will save commercial truckers and the FDOT time and money, and is made possible by the statewide fiber network designed by Halff.





## City of Tallahassee Continuing Services

Tallahassee, FL



### RELEVANCY TO TELECOMMUNICATIONS/ BROADBAND SPECIALIZED CONSULTING SERVICES

- ✓ Large-scale fiber optic network design
- ✓ Construction plans preparation
- ✓ Permitting
- ✓ Field review for plans compliance
- ✓ Communications for transportation system
- ✓ TMC design
- ✓ As-built development

Halff teamed with World Fiber Technologies on this Design-Build Telecommunications Infrastructure, Freeway Management System (FMS), and RTMC project for the City of Tallahassee (City) and FDOT. The project was developed to prevent and mitigate emergency and weather congestion on I-10 and provide the City with a state-of-the-art RTMC. The project included the design and installation of more than 20 miles of fiber optic cable, 50 MVDs, 26 CCTV Cameras, 6 DMSs, RWIS, and an RTMC with an array of 40 monitors. This project expanded Halff's extensive knowledge of Tallahassee's existing fiber network and traffic infrastructure and has been a vital asset for efficiently managing the traffic signal system.

Halff prepared construction plans for all fiber optic cabling, conduit, pull/splice boxes, RTMC, and other components, as well as fiber optic splicing diagrams for the communications network that supports existing and planned traffic signal control upgrades/expansion and ITS deployment initiatives. This fiber optic network allows direct communications from the RTMC to all parts of the traffic system, such as traffic signal controllers, RWIS data collection, and streaming video from CCTV cameras. TMC operators are able to monitor live traffic conditions and adjust signal timing at each intersection to improve traffic flow or respond to roadway incidents.



## ITS Design-Build on I-10

FDOT District 3



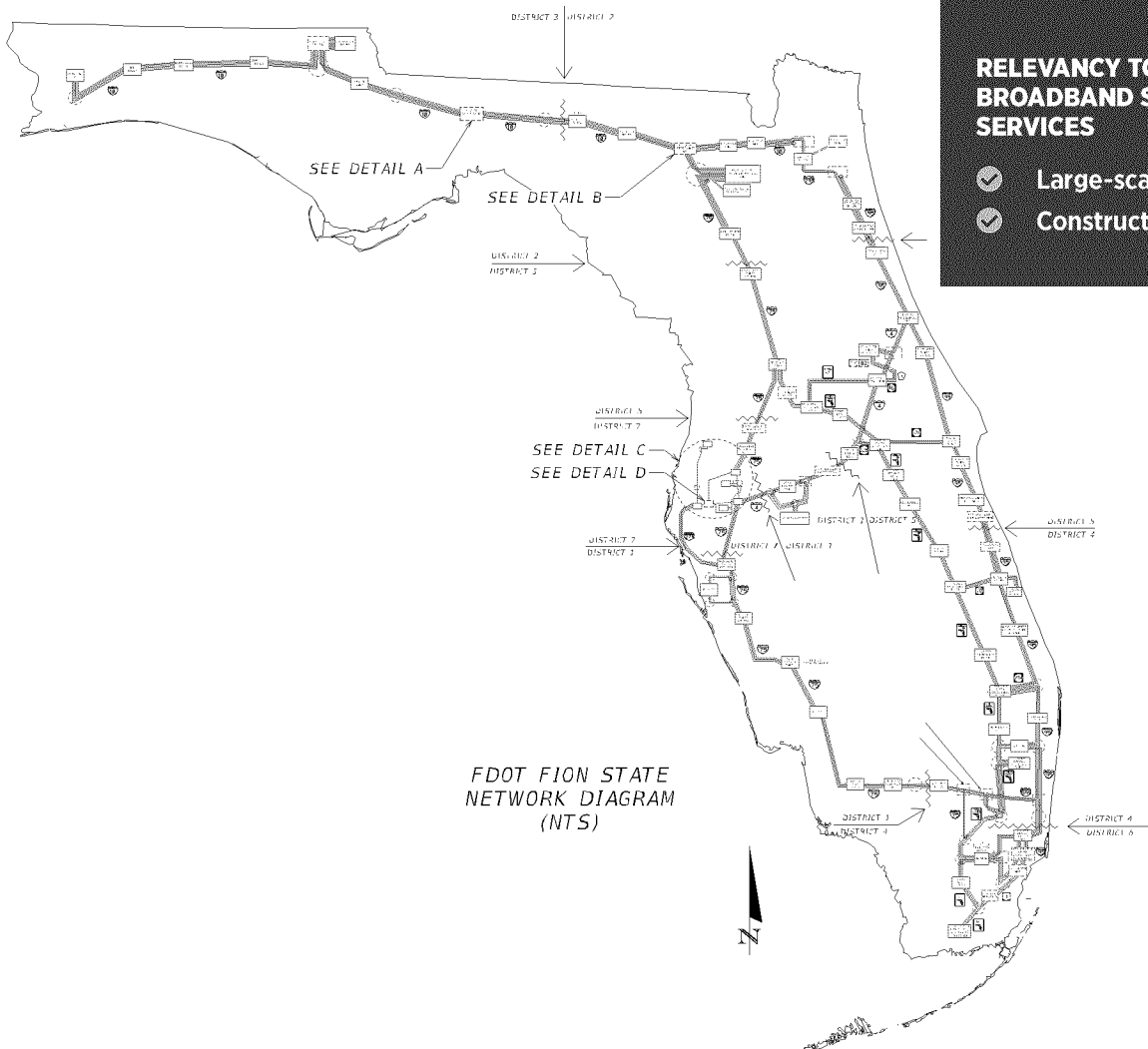
### RELEVANCY TO TELECOMMUNICATIONS/ BROADBAND SPECIALIZED CONSULTING SERVICES

- ✓ Large-scale fiber optic network design
- ✓ Construction plans preparation
- ✓ Permitting
- ✓ Field review for plans compliance
- ✓ TMC design
- ✓ As-built development

Halff provided design, permitting, public involvement, and construction services for the implementation of a fiber optic network, and ITS infrastructure, for approximately 223 miles along three regionally significant routes: a) SR8/Interstate 10 from East of SR 87 (MM 32) to East of County Road (CR) 59 (MM 190); b) SR 75/US 231 from CR 2301 north to the Alabama State Line; c) SR 10/US 90 from SR 75/US 231 to a new RTMC at the FDOT District 3 Headquarter Complex in Chipley, Florida. This project was a regionally critical project that closed a large gap in the existing ITS and fiber network and now provides backbone connectivity to the entire region of northwest Florida, from the Alabama state line to east of Tallahassee. The ITS infrastructure deployed as part of this project connects the existing FMS systems in Pensacola and Tallahassee, providing a continuous ITS infrastructure. Specific elements of the project included: 144-count fiber trunk line along SR 8 (I-10) and 72-count fiber trunk lines along SR 75/US 231 and SR 10/US 90 over a 10 gigabit Ethernet network, a State-of-the-art Regional Traffic Management Center (RTMC), nearly 400 device locations, and functionality and support for the Road Ranger Service patrol.

# Florida ITS Operations Network

Central Office, FDOT



Halff provided design and construction plans to the FDOT Central Office for a fiber optic network spanning more than 2,000 miles, connecting the RTMCs across Florida to the FDOT Traffic Engineering Research Lab (TERL) and FDOT Central Office. The Florida ITS Operations Network (FION), previously called SICN, currently utilizes a combination of fiber and the statewide microwave system to provide statewide interconnectivity. The upgrade to an all fiber optic network will better provide and facilitate data and video transmittance between sites.

Halff coordinated with each FDOT District, and various local municipalities, across the state to obtain dedicated fiber reservations and identify delineation points for splicing or patching the chord configurations necessary to deliver the network across District lines. A significant amount of detailed documentation was required to certify project success due to the significant size of the network and large number of stakeholders and fiber owners. New fiber optic cable laterals were designed where needed to complete links between District-owned fiber back bones and fiber drops into FDOT Central Office hub buildings to regenerate fiber optic signal between network nodes.

## Regional Fiber Optic Network/ITS Plans

FDOT District 3



### RELEVANCY TO TELECOMMUNICATIONS/ BROADBAND SPECIALIZED CONSULTING SERVICES

- ✓ Large-scale fiber optic network design & ITS planning
- ✓ System evaluation

Halff mapped and documented existing communications, ITS infrastructure, and future needs in three areas under the jurisdiction of the Florida-Alabama TPO, Okaloosa-Walton TPO, and Bay County TPO. This regional fiber optic/ITS master plan was developed by Halff for the West Florida Regional Planning Council to identify existing and future communications networks, and devices needed to enhance the transportation needs and the economic competitiveness of the region. This plan will help facilitate the objectives outlined in the Florida Department of Transportation's (FDOT) District 3 ITS Architecture. The purpose of the architecture is to provide relationships between existing and planned ITS elements and facilitate information exchange across institutional boundaries.

Existing ITS networks have been identified and future network improvements have been evaluated for each TPO and overall region as well as additional staffing for operations and maintenance of future ITS improvements. Maps were prepared for the master plan have been created in GIS, and GIS maps will allow agencies to share/manage data uniformly within the region.

This report was divided into two parts: Part I overviews ITS functionality and how it will benefit the region, and Part II pertains to existing ITS applications and future ITS needs within each TPO and overall region.

As part of this project, Halff developed an existing inventory and future needs inventory of ITS Devices and infrastructure. We prepared GIS maps showing existing and future needs and provided cost estimates and priorities for the enhancements that were recommended. All of these findings were presented at the TPO meetings.

### 3. EXPERIENCE IN FIXED WIRELESS, CELLULAR, OR RF RELATED TELECOMMUNICATIONS DESIGN, STANDARDS, PLANS PREPARATION, PERMITTING, CEI & EVALUATION

Along with traditional Fiber Optic Network design, Halff is experienced in providing our clients with the design, standards, plans, and permitting for telecommunication systems involving wireless, cellular, and RF. Our team understands that not every project/application has the benefit of being a lit fiber optic cable to communicate, i.e. long spanning bridges, impassible waterways or construction feasibility. Therefore, alternative communication methods are necessary to complete the communication ring for the local and state level networks. Halff strives to help develop solutions for all our clients and projects to create a solid and complete network utilizing all methods of communication.

Our experience includes supporting large-scale wireless communications, such as the state microwave tower system, and local network expansion, such as extending the Bay County ATMS fiber optic network, via wireless radio, to connect to a dynamic message sign beyond the extent of the existing fiber optic network. The incorporation of wireless equipment into a network provides access points for the ever-increasing risk of cybercrime. As such, Halff is dedicated to addressing cybersecurity risks in each wireless equipment deployment.

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## Pensacola Bay Bridge Microwave Connection

Gulf Breeze, FL



#### RELEVANCY TO TELECOMMUNICATIONS/ BROADBAND SPECIALIZED CONSULTING SERVICES

- ✓ Wireless communications
- ✓ Construction plans development
- ✓ Construction phase support and evaluation

During the Pensacola design/build and operate/maintain project, Halff designed communications between the traffic system and the RTMC. A microwave radio connection was utilized to transmit data across Pensacola Bay to complete the connection between Gulf Breeze and Pensacola. Halff analyzed and identified the proper alignments, frequency, and mounting heights necessary for successful communication. Additionally, Halff completed the required FCC licensure to implement the design that utilized microwave radio for communication across the bay.

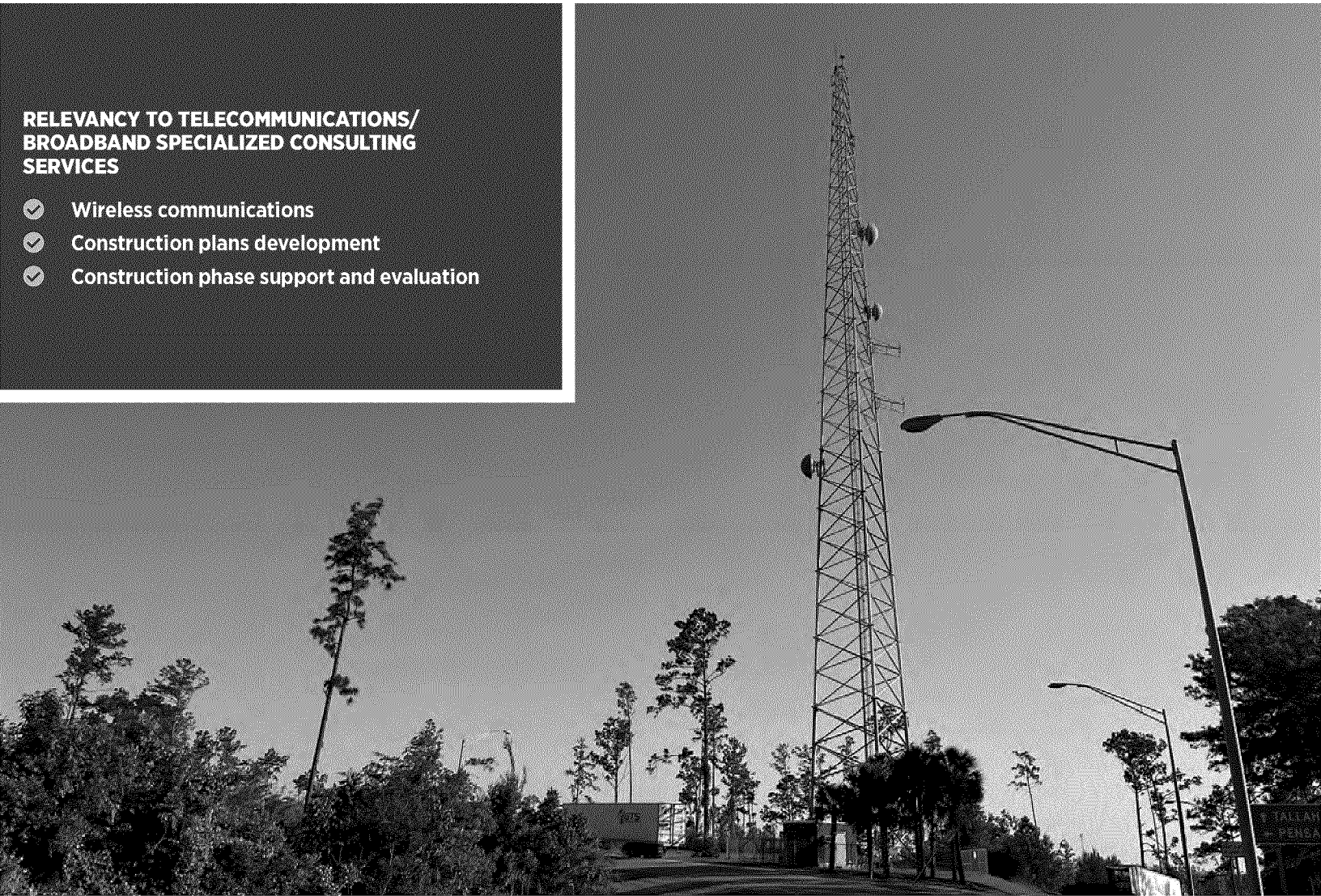


# FDOT Microwave Tower Upgrades

Central Office, FDOT

## RELEVANCY TO TELECOMMUNICATIONS/ BROADBAND SPECIALIZED CONSULTING SERVICES

- ✓ Wireless communications
- ✓ Construction plans development
- ✓ Construction phase support and evaluation



As mentioned in Section 2, Halff provided design and construction plans to the FDOT Central Office for a fiber optic network that spans more than 2,000 miles and connects the regional transportation management centers (RTMC) across Florida to the FDOT Traffic Engineering Research Lab (TERL) and FDOT Central Office. The Florida ITS Operations Network (FION), previously called SICN, currently utilizes a combination of fiber and the statewide microwave system to provide statewide interconnectivity. The upgrade to a complete fiber optic network will improve the facilitation of data and video transmittance between sites.

Prior to the design of the FION network, Halff worked with FDOT to upgrade the state's microwave tower equipment. This was necessary to increase the 27MB legacy system to 1G capabilities.

## FDOT US 90 Connected Vehicle & SPaT Support

Tallahassee, FL



### RELEVANCY TO TELECOMMUNICATIONS/ BROADBAND SPECIALIZED CONSULTING SERVICES

- ✓ Wireless communications
- ✓ Construction plans development
- ✓ Traffic engineering
- ✓ Signal phase and timing
- ✓ Construction phase support and evaluation
- ✓ FCC licensure

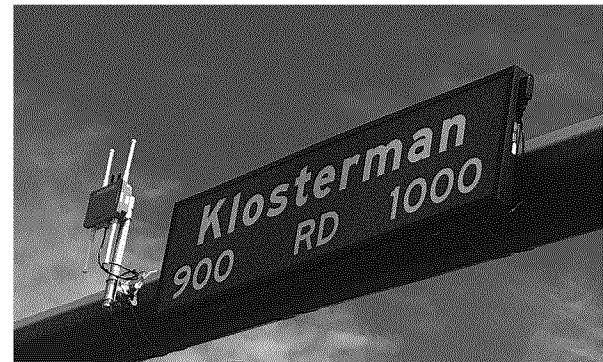
Halff served as the lead designer and project manager for the US 90 Signal Phase and Timing (SPaT) project in Tallahassee, Florida. This Smart Cities project included the installation of Dedicated Short-Range Communications (DSRC) Radios at 22 intersections. The DSRC radios communicate to on-board units in vehicles and from the traffic controller to Regional Transportation Management Center (RTMC) in Tallahassee via fiber optic cable. One intersection utilizes cellular communications in addition to DSRC radio for communications for vehicles, bicycle, and pedestrian use.

More recently, Halff provided research and support for upgrades of the current V2I Roadside Units (RSU) to V2X units encompassing communications between vehicles, pedestrians, and infrastructure. Tasks included reviewing current industry products for functionality, power requirements, and port availability. Existing field equipment was reviewed to identify potential conflicts or necessary upgrades to install V2X units.



## FDOT US 19 Connected Vehicle & SPaT Support

Pinellas County, FL



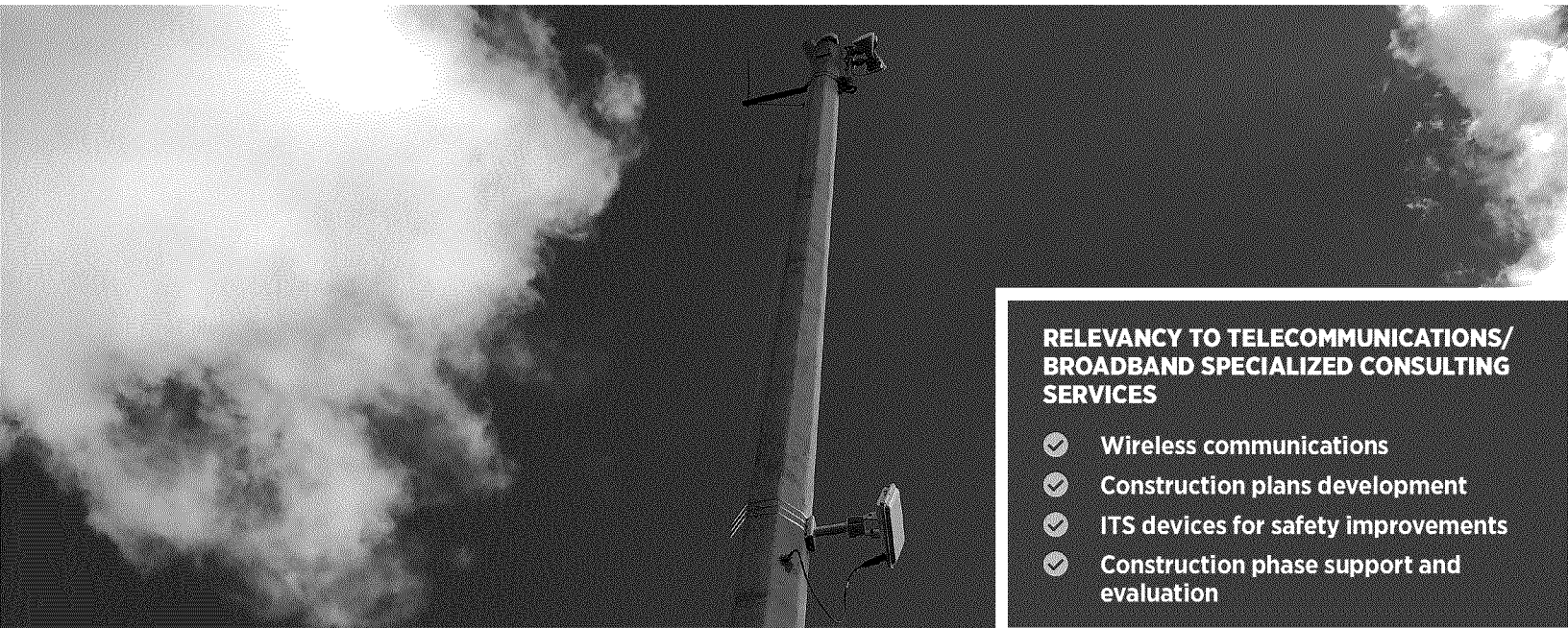
### RELEVANCY TO TELECOMMUNICATIONS/ BROADBAND SPECIALIZED CONSULTING SERVICES

- ✓ Wireless communications
- ✓ Construction plans development
- ✓ Traffic engineering
- ✓ Signal phase and timing
- ✓ Construction phase support and evaluation
- ✓ Cyber Security

The tasks on this project included project management, design, and testing of DSRC and connected vehicle to everything (V2X) technology at 23 intersections along US 19. DSRC technology communicates to vehicle on-board units and V2X communicates from roadside unit (RSU) to RSU. This project was the first of its kind in Florida to include the implementation of CV technology with cybersecurity. During project construction, Halff worked with FDOT and the contractor to test and troubleshoot the system for successful cybersecurity countermeasure integration.

## IH-35 Mobility ITS Design

Hays County, TX



### RELEVANCY TO TELECOMMUNICATIONS/ BROADBAND SPECIALIZED CONSULTING SERVICES

- ✓ Wireless communications
- ✓ Construction plans development
- ✓ ITS devices for safety improvements
- ✓ Construction phase support and evaluation

Halff provided engineering services required for the preparation of plans, specifications, and estimates (PS&E), and related documents for both ITS and Traffic Signal design for IH 35 Mobility; from north of Ranch to Market (RM) 12 (Wonder World Drive), to State Highway (SH) 80 (Hopkins Street) in Hays County.

This project was unique in that it required communications to be on wireless point-to-point radio and fiber optic networks. A fiber optic network was designed to connect the ITS devices within the project limits and then transmit data via a wireless radio signal outside of the project limits for communication to the TxDOT Traffic Management Center. Halff's ITS team completed the design and layout of ITS devices and fiber optic networks along IH 35. The project included new radar vehicle detection systems, wrong way driver detection systems, LED wrong way driver alert signs, CCTV cameras, and roadway weather information systems in conjunction with existing ITS devices along IH 35. Halff implemented thermal camera technology for the wrong way driver detection system to reduce potential for false alerts caused by radar detection.

The signal improvements and ITS design were designed according to Texas Department of Transportation (TxDOT) and City of San Marcos standards. Throughout the design process, Halff maintained communication with the project team, TxDOT and the City, and provided QA/QC reviews and comment responses at each design submittal level.

Halff's ITS team was added to the project design team after the 60% roadway plans submittal and completed the design on schedule and within budget.



## 4. EXPERIENCE IN PERFORMING TELECOMMUNICATION RELATED CONSTRUCTION PLANS, TECHNICAL PROPOSALS, OR BID DOCUMENT REVIEW

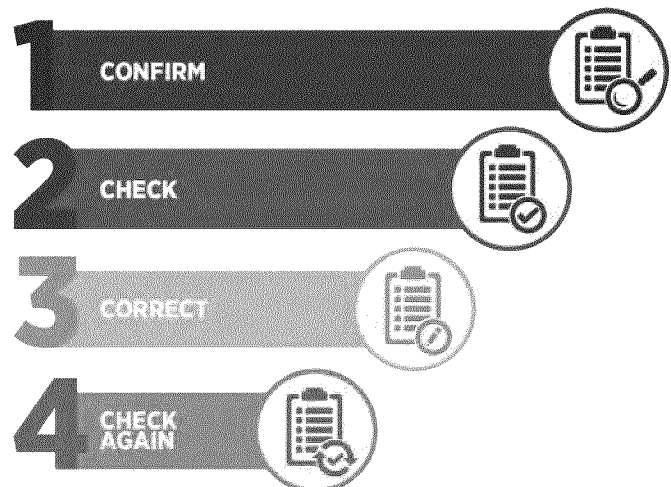
The Halff team has participated in preparing telecommunications-related construction plans and reviews, technical proposals, and bid document reviews for Okaloosa County, Bay County, FDOT, and many other agencies; specifically in the areas of fiber optic networks, ITS, transportation management centers, and advanced traffic management systems. Our team's significant experience in a wide range of telecommunications and traffic engineering/operations plans development, and construction phase services, provides Halff invaluable insight to review internal and external plans or documentation for improvements, errors, or omissions.

### Quality Control (QC) Process for Plan Reviews

Halff has designed, performed plan reviews, and installed several successful fiber optic networks for Okaloosa and surrounding counties, and FDOT District 3. Our team follows a rigorous QC process. The plans will be prepared by a registered Florida Professional Engineer and all designs will be QC-reviewed by an independent team member once the design is complete. The QC review will identify conflicts or questions with the design. The Project Engineer will resolve the conflicts with the QC reviewer, and the final CADD changes will be made. Finally, the Project Manager will review the plans to make sure the QC process has been documented correctly. This process certifies that all plans meet the contract requirements and are constructible.

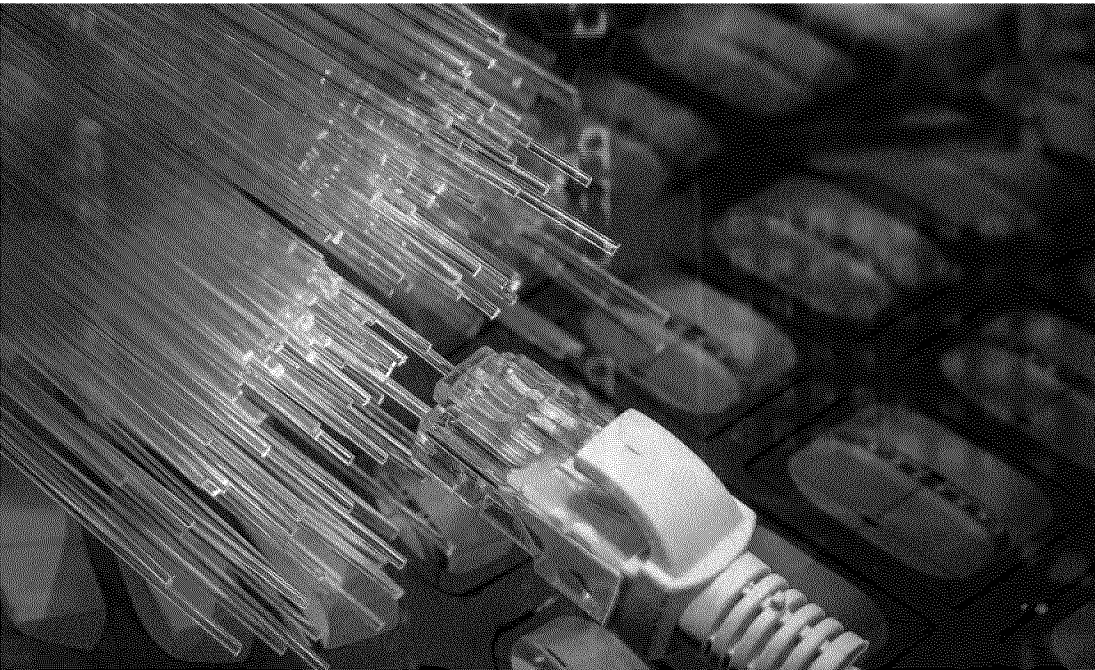
After the internal QC review has been completed, Halff utilizes in-house CEI staff to verify constructability. The Halff QC stamp will be used to track the submittals. Any markups or questions from CEI will be discussed with the designer and Project Manager. Upon concurrence, the changes will be made and then rechecked for inclusion.

Our designs will provide a fully operational communications sub-system. We will coordinate with the County for the communications IP addressing scheme. When producing the splice diagrams for this project, Halff will propose to use its comprehensive colored splice diagrams for easier reading and splicing. The existing fiber usage designation, and the tie in logic already in place, will be used. All proposed fiber usage, techniques, and splice diagrams will be closely coordinated with the County. All fiber optic communications systems components will meet or exceed the requirements of this RFQ.



## City of Brownsville Broadband Support

Brownsville, TX



### RELEVANCY TO TELECOMMUNICATIONS/ BROADBAND SPECIALIZED CONSULTING SERVICES

- ✓ Technical proposal review
- ✓ Public/private partnership
- ✓ Infrastructure to support underserved areas

The City of Brownsville obtained proposals from vendors for the planning, design, construction, and operation of a Middle Mile Fiber Network (MMFN) for the City of Brownsville (COB) to serve COB, the Brownsville Public Utilities Board (BPUB), other institutional stakeholders, and provide broadband services to citizens in the region. COB and BPUB agreed to jointly pursue the construction of such a MMFN, with COB assuming the lead role in solicitation, procurement, and oversight of a MMFN.

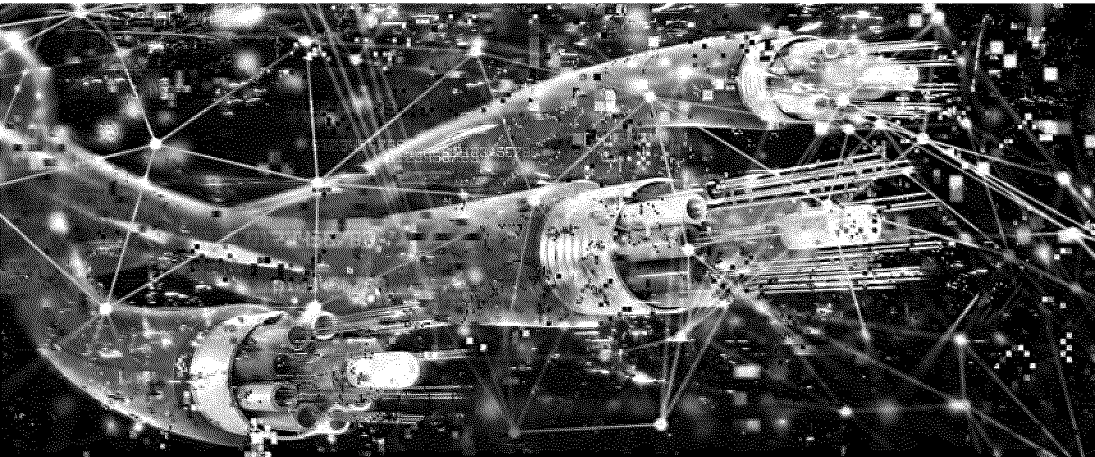
The scope of services comprised of four key elements: fiber route planning and verification; network design, engineering, and permitting; procurement, construction, installation, test and verification; and Operation and Maintenance of the network.

The City received proposals structured as four different contractual relationships: Build, Transfer Operate; Build Own Operate; Build Operate Transfer; or Public Private Partnership.

The City commissioned Halff for consulting services to review the proposals received by the City and provide input. Due to the varying contractual relationships proposed by the vendors, Halff provided opinions on the pros and cons to each proposal. Each proposal also provided varying phases for broadband deployment to different regions of the City. Halff reviewed the cost proposals and services outlined in each submission and provided cost/benefit analysis for the City to use while selecting the proposal that would provide the optimum network solution for the City and area stakeholders.

# Fiber-to-the-Premise (FTTP) Feasibility Study

City of Springfield, TN



## RELEVANCY TO TELECOMMUNICATIONS/ BROADBAND SPECIALIZED CONSULTING SERVICES

- ✔ Broadband services
- ✔ Infrastructure to support underserved areas

Springfield, Tennessee, population 17,277, lacked one critical piece of infrastructure: Broadband. Broadband that was available to all residents and businesses of the City and provided at least 1 Gbps of speed. Gresham Smith was selected to develop a feasibility study for the expansion of broadband access across the city's customer base. Highlighted by the pandemic, all residents and businesses required broadband internet connections to work and study from home. Broadband internet connections, once viewed as a luxury, are now considered a necessity for everyone. This broadband feasibility study examined the availability of broadband access to the residents and businesses of Springfield, Tennessee, as well as the feasibility of offering voice and data services over a Fiber-to-the-Premise (FTTP) network.



An all-fiber optic design proposed both an aerial and buried network with redundant connections to the internet guarding against failures that could disable the network. The proposed design used a Gigabit Passive Optical Network (GPON) technology that allows for 1 Gbps connection speeds scalable up to 10 Gbps. Broadband internet speeds that will allow Springfield to market itself as a 'Gig-city'.

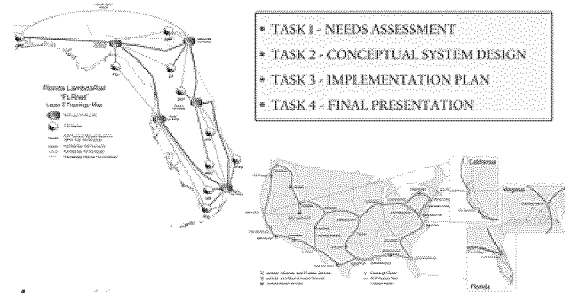
Total capital costs, including procurement, installation, and testing of fiber cable and electronics, were estimated to be \$9.1 million. The cost estimate involved a cable design that utilized existing fiber cables and eliminated the need for most outside fiber connection cabinets.

### By the Numbers

- 8593 unique residential and business units
- 946,104 feet or 179.2 miles of proposed fiber cable sized 96 and smaller
- 120 GPON splitters (1X32) required
- Assumptions for Cost Estimate
- Estimated Growth Rate Design Allowance of 10%
- Customer Take Rate or Market Share of 40%
- Average cost of fiber placed: \$7.20/foot

# Florida Lambda Rail Expansion

Bay County, FL



## RELEVANCY TO TELECOMMUNICATIONS/ BROADBAND SPECIALIZED CONSULTING SERVICES

- ✓ Construction plans development
- ✓ Support for public/private partnership

Halff provided planning and design services to the Bay Economic Development Alliance (Bay EDA) for expansion of the Florida LambdaRail (FLR) network into southern Bay County and Panama City. Created in 2002, FLR “establishes a foundation for the next-generation networks needed to support large-scale research, education outreach, public/private partnerships, and IT infrastructure essential to economic development.” The network consists of over 1,500 miles of fiber optic trunk line, providing direct connectivity, up to 20 gigabytes per second, to a wide range of networks. FLR provides direct connectivity to most major university medical schools and medical research institutes around the state and is a highly reliable, high-speed transport platform. It provides an opportunity for affiliates to collaborate with colleagues around the world and enables member institutions, agencies and their partners, to participate in advanced research, education, and economic development activities.

Through extensive collaboration with a team of potential FLR end-users, Halff completed a detailed implementation plan and developed a cost-effective pathway for the necessary infrastructure. Conceptual plans were developed to show a complete network from the existing FLR line in Walton County to downtown Panama City, and identified linkages to the facilities of each potential stakeholder. Final plans were developed and permitted for Phase 1 of the necessary infrastructure which included approximately 15 miles of underground conduit, 0.75 miles of bridge mounted conduit, 8 splice boxes, 85 pull boxes, and over 32 miles of 96-count fiber optic cable. The proposed route for Phase 1 follows SR 20 from the town of Bruce to SR 79. It then traverses south along SR 79 to US 98 in Panama City Beach. Phase 1 terminates at the intersection of Thomas Drive and US 98 near Gulf Coast State College. The project included extensive coordination with stakeholders at FDOT, Bay County, FSU-Panama City, FLR, the Bay Defense Alliance, Bay County Schools, NSA-PC, and Tyndall Air Force Base.

## 5. EXPERIENCE IN PUBLIC-PRIVATE TELECOMMUNICATION PARTNERSHIPS, ESPECIALLY AT THE LOCAL LEVEL

When working with the public or private sector, developing good working relationships is imperative. Halff takes pride in the partnerships that have been developed with our client base and vendors alike. All telecommunication services for Okaloosa County will be handled with a direct focus. We will listen to the community, and local maintaining agencies, to address the necessary needs to take a vision to a reality. Halff understands the County topography and will place an emphasis on supporting the expansion and improvement of internet service availability to the northern portion of Okaloosa County.

### General Experience for Supporting Fiber Networks to Homes & Businesses

In addition to state and local municipal networking design, Halff provides services necessary to lay the groundwork for providing connectivity to homes and businesses.

Halff has provided the following tasks:

- Gather addresses of residential homes, multiple dwelling units (MDU), businesses, and vacant lots within supplied boundaries
- Research optimum underground conduit paths
- Provide GPS coordinates for fiber attachments to utilities poles as necessary
- Determine ability to add new attachments on poles not currently attached (If adequate installation space per National Electric Safety Code)
- Design placement for pedestals for terminal taps to serve each home, business, or vacant lot within utility easement
- Identify service drop locations
- Develop preliminary outside plant (OSP) route maps

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### Pahrump Utility OSP FT

Pahrump, NV

Halff provided mobile LiDAR mapping services required for outside plant (OSP) engineering, and related broadband design documents, for 1,200 centerline miles of fiber optic inventory in Pahrump, Nevada. Halff completed the data collection, processing, and design of the fiber optic networks. Halff digitized almost 5.8M feet of fiber optic line within the city boundaries of Pahrump and outskirt facilities which broadband needed to be carried to. Additionally, Halff quantified cable ties from the as-built survey.

Halff implemented its MX9 mobile mapping technology with 360 street-view imagery to measure, analyze, and digitize all necessary mapping information for the client; generated ESRI deliverables with all assets, including GIS metadata embedded; and delivered AutoCAD linework.

#### RELEVANCY TO TELECOMMUNICATIONS/ BROADBAND SPECIALIZED CONSULTING SERVICES

- ✓ Fiber to home residences
- ✓ Infrastructure to support underserved areas



## Public-Private Telecom Partnerships

Kentucky

Gresham Smith’s Gary Lady provided design on a state-run public-private partnership (P3) design-build project that built over 3,000 miles of fiber throughout all 120 counties in Kentucky while working for another company. Gary worked closely with local agencies throughout the course of this project. He served as an Outside Plant Engineer for a local telecommunications carrier. This local telecommunications carrier worked with the public-private partnership to process, coordinate, and the design the make ready for the project.

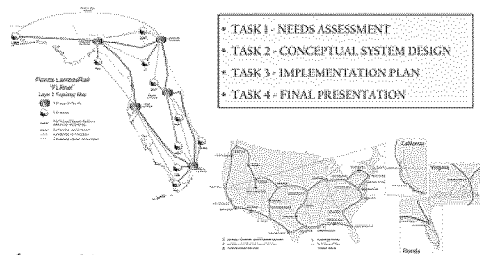


### RELEVANCY TO TELECOMMUNICATIONS/ BROADBAND SPECIALIZED CONSULTING SERVICES

- ✓ P3 project management and coordination
- ✓ Fiber network design
- ✓ Construction Plans

## Florida Lambda Rail Expansion

Bay County, FL



### RELEVANCY TO TELECOMMUNICATIONS/ BROADBAND SPECIALIZED CONSULTING SERVICES

- ✓ Construction plans development
- ✓ Support for public/private partnership

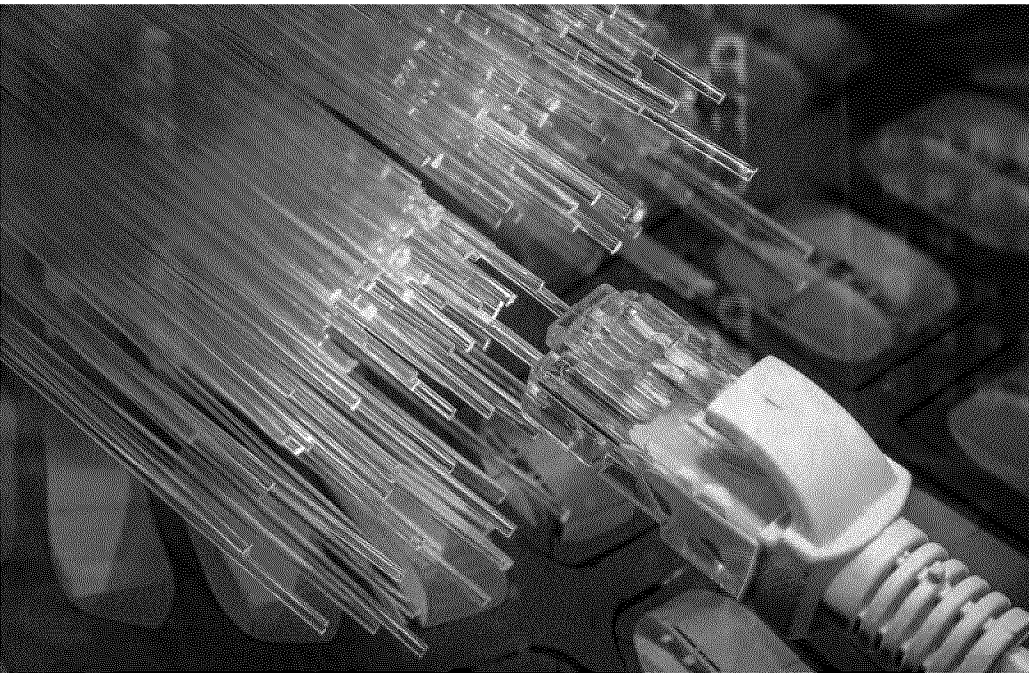
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# City of Brownsville Broadband Support

Brownsville, TX



## RELEVANCY TO TELECOMMUNICATIONS/ BROADBAND SPECIALIZED CONSULTING SERVICES

- ✓ Technical proposal review
- ✓ Public/private partnership
- ✓ Infrastructure to support underserved areas

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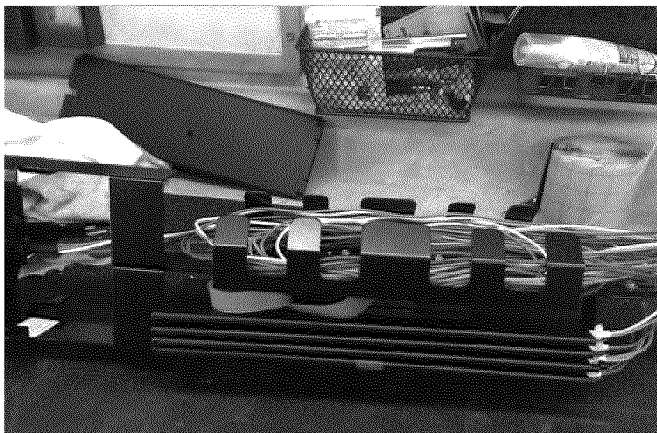
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## 6. EXPERIENCE IN FIELD REVIEW OF CONSTRUCTION ACTIVITIES I.E. CEI FOR COMPLIANCE WITH PLANS AND SPECIFICATIONS FOR DURATION OF PROJECT

The Halff team has extensive experience with implementation, operation, and CEI testing and training related to fiber optic network design, TMCs, and ATMSs. Halff key personnel have been involved with Okaloosa County networks for transportation/emergency operations for several years in the field. Halff personnel have successfully performed field reviews and provided issue resolution in County and FDOT projects. Our key personnel are always in proximity, and can be on the project site, with short notice, to help facilitate field reviews and resolution to any problems. Halff has CEI personnel and engineers that live within minutes of Okaloosa County. This will reduce response times during emergency situations.

The Halff team proposes a complete team solution for any task associated with this contract, and more importantly, we have established a team with significant resources in design, construction, CEI, and integration in order to deliver these projects on time and within budget.

A successful project requires a number of issues to be addressed throughout. These issues will have an impact on all of the work elements.



Halff has encountered many of these issues on previous projects and our background has refined our approach to minimize project risk and maximize the potential for success. Halff believes that one of the most important keys to a successful project is clear communication between the designer, contractor, and the agencies that use and maintain the system. We believe by adding our experience and expertise to the expertise of the County and other agencies, the final product becomes what everyone wants to see—a highly successful project that is on time and under budget.

To properly maintain any system there must be quality documentation. A full set of as-built drawings will be provided with sub-set system drawings and detailed cable identifiers noted on the drawings. Each field location will contain a drawing detailing the cable interconnect diagram. Additionally, Halff has the experience and capabilities to support as-built documentation in both AutoCADD and ESRI GIS formats.





## Okaloosa County Continuing Services

Okaloosa County, FL



### RELEVANCY TO TELECOMMUNICATIONS/ BROADBAND SPECIALIZED CONSULTING SERVICES

- ✓ As-built documentation
- ✓ Inspection for compliance with plans and specifications
- ✓ Field reviews

Throughout Halff's longstanding relationship providing telecommunication and traffic engineering services to Okaloosa County, Halff has assisted the county with construction phase services. Services Halff has provided over the years have helped verify communication plans have been built to the appropriate specifications. Halff has been working with Okaloosa for many years to maintain, and update, the fiber optic network as-built documentation whenever the network is modified and expanded to additional facilities. As-built documentation has been maintained for the Okaloosa County IT department for the County-wide network supporting County-owned facilities such as schools, municipal facilities, and first responders. Halff also assists maintaining the Okaloosa County ATMS fiber network as-builts.

Halff contract principal, Tracy Forester, was in constant communication with Dan Sambenedetto and World Fiber during construction of the existing fiber network. Tracy kept a set of the fiber network with him at all times to be readily available to provide confirmation and guidance to the construction team as any issues or questions arose.

## SR 30 (US 98) Pensacola Bay Bridge

Gulf Breeze, FL

Halff CEI is a major subconsultant on the SR 30 (US 98) Pensacola Bay Bridge Replacement project that expands from Escambia County to Santa Rosa County. This is a 1,770-day, \$398.5-million design/build project that constructs two new bridges across Pensacola Bay to replace the old bridge built in 1960. During Hurricane Sally, multiple barges broke loose from their moorings and subsequently damaged spans of the new structure. Halff CEI worked diligently providing CEI services during construction efforts to re-open this main artery between Pensacola and Gulf Breeze quickly and safely.

### RELEVANCY TO TELECOMMUNICATIONS/ BROADBAND SPECIALIZED CONSULTING SERVICES

- ✓ Inspection for compliance with plans and specifications
- ✓ Field reviews

## ITS Design-Build on I-10

Gadsden & Santa Rosa Counties, FL



### RELEVANCY TO TELECOMMUNICATIONS/ BROADBAND SPECIALIZED CONSULTING SERVICES

- ✓ As-built documentation
- ✓ Inspection for compliance with plans and specifications
- ✓ Field reviews

Following Halff's design, permitting, and public involvement for implementation of fiber optic/ITS infrastructure for approximately 223 miles along SR8/Interstate 10, SR 75/US, and SR 10/US 90, Tracy became the construction project manager overseeing the construction of the network design.

Tracy managed several crews of 70+ personnel working concurrently to successfully deliver the completed project in 24 months. Responsibilities including scheduling in-house crews and subcontractors, overseeing splicing operations, integration of the various equipment onto the fiber optic network, and ensuring the project was built in accordance with the plans and specifications.

## Pensacola Design-Build Operate Maintain (DBOM)

Gulf Breeze, FL



### RELEVANCY TO TELECOMMUNICATIONS/ BROADBAND SPECIALIZED CONSULTING SERVICES

- ✓ As-built documentation
- ✓ Inspection for compliance with plans and specifications
- ✓ Field reviews

Halff performed construction design reviews of the design plans at 60%, 90%, and finals. The project included review of equipment shop drawing submittals, project specifications, and CEI services. Halff CEI performed CEI services for the fiber optic network installation, RTMC construction, and field devices and electronics installation. Halff also provided RTMC design plans.

## 7. EXPERIENCE IN ASSISTING LOCAL GOVERNMENTS WITH RESPONDING TO EMERGENCY/STORM EVENTS RELATING TO DAMAGE TO FIBER OPTIC NETWORKS & TELECOMMUNICATION ASSETS

During periods of emergency related issues, nothing is more critical than the operational communications infrastructure within a local government. Information, as it relates to public safety and to the extent of damage, gives County managers the information they need to apply available labor resources correctly and efficiently. Having appropriate staffing, both in size and proximity, during periods of storm-related outages and emergency situations, is critical. Working together with the County, Halff makes an excellent team to help during these trying events. Halff has several offices located in the panhandle area (Tallahassee, Panama City, and Crestview) as well as offices throughout the state and surrounding areas. The Halff team in Tallahassee has extensive

data of existing cable routings and network distribution to help with any new connections or emergency resolutions needed during/after an emergency event.

Halff has been honored to provide emergency fiber optic network repair support and network re-route to mitigate various outages throughout our longstanding tenure with Okaloosa County.

In addition to emergency response to fiber optic network damage, Halff provides disaster response and assessment to intelligent transportation systems and traffic signal infrastructure that rely on fiber optic communications to maintain safety to the community following natural disasters.

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### Continuing Services Disaster Assessment Team

#### FDOT District 3

Halff is on disaster assessment teams with FDOT Central Office and District 3. Our experienced professionals mobilize to inspect and document signalized intersections and network interconnects throughout North Florida for damage following natural disasters. Typical tasks include utilizing FDOT's GIS maps to record the damage and functionality of traffic signals and return to the site, following repairs, to verify if further work is needed at signalized intersections or to the interconnect communication network. Our significant traffic signal and ITS experience enables our team to provide recommendations for prioritizing corridors for repair. Halff has also provided signal timing modifications to mitigate significant changes to traffic patterns following major events such as Hurricane Ivan's damage to I-10 over Escambia Bay and Hurricane Sally's damage to US 98 over Pensacola Bay.



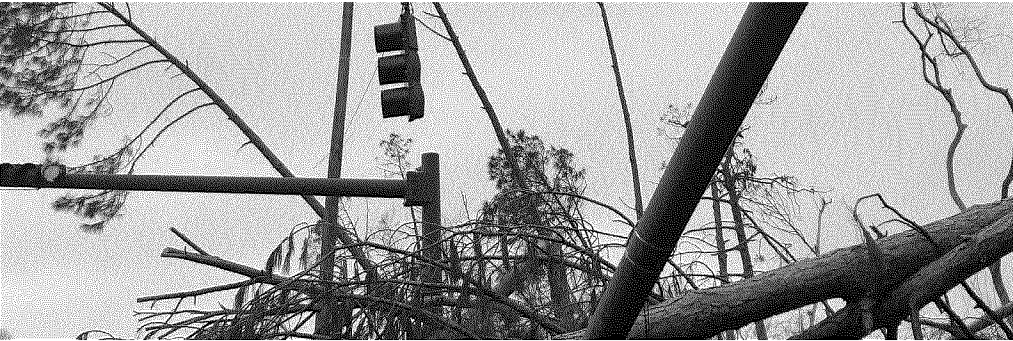
#### RELEVANCY TO TELECOMMUNICATIONS/ BROADBAND SPECIALIZED CONSULTING SERVICES

- ✓ Disaster response services
- ✓ Infrastructure assessment and documentation
- ✓ Communication assessment



## Bay County Hurricane Signals Support

Central Office FDOT



### RELEVANCY TO TELECOMMUNICATIONS/ BROADBAND SPECIALIZED CONSULTING SERVICES

- ✔ Disaster response services
- ✔ Infrastructure assessment and documentation
- ✔ Communication assessment

Halff mobilized crews to the area within 48 hours of Hurricane Michael's landfall to begin supporting FDOT and Bay County with traffic signal recovery efforts. Halff's analyzed damage to each intersection and assisted FDOT with prioritizing corridors for repair. Efficient and timely repairs to the intersections was vital to making a safer environment for Bay County to begin rebuilding the community. Our team inspected and documented signalized intersections to evaluate the operability of signals, CCTV cameras, Bluetooth devices, and vehicle detection systems. Following the repairs, Halff remobilized to Bay County to create a final punch list of items which still needed repair or replacement at each signalized intersection. Additionally, as part of the hurricane support, Halff met with FDOT personnel, area stakeholders, contractors, and CEI to develop a lesson learned document. This document summarized communication, coordination, contractual, and damage assessment ideas to increase efficiency for future hurricane damage recovery.

## Signal Timing for Emergency Route

Escambia & Santa Rosa Counties, FL



### RELEVANCY TO TELECOMMUNICATIONS/ BROADBAND SPECIALIZED CONSULTING SERVICES

- ✔ Disaster response services
- ✔ Infrastructure assessment and documentation
- ✔ Traffic operation management

Halff was contracted by FDOT after Hurricane Ivan destroyed the Escambia I-10 bridge. Halff quickly designed the signal timing for the emergency detour route on Highway 90 through the cities of Pace, Milton, and Pensacola as well as along Highway 98 on the Gulf Coast in Escambia and Santa Rosa Counties. The purpose of the project was the development and installation of signal timing through the hurricane ravaged Escambia and Santa Rosa County areas. This project included 40 intersections and several different types of Nema and 2070 controllers. Halff installed new timings and monitored the intersections and arterials for proper operation and progression. Halff received a letter of personal appreciation from the FDOT District Secretary for their diligent efforts.

## 8. REFERENCES FROM PREVIOUS AWARDED CONTRACTS IN SIMILAR FIELD OF WORK

### LIST OF REFERENCES

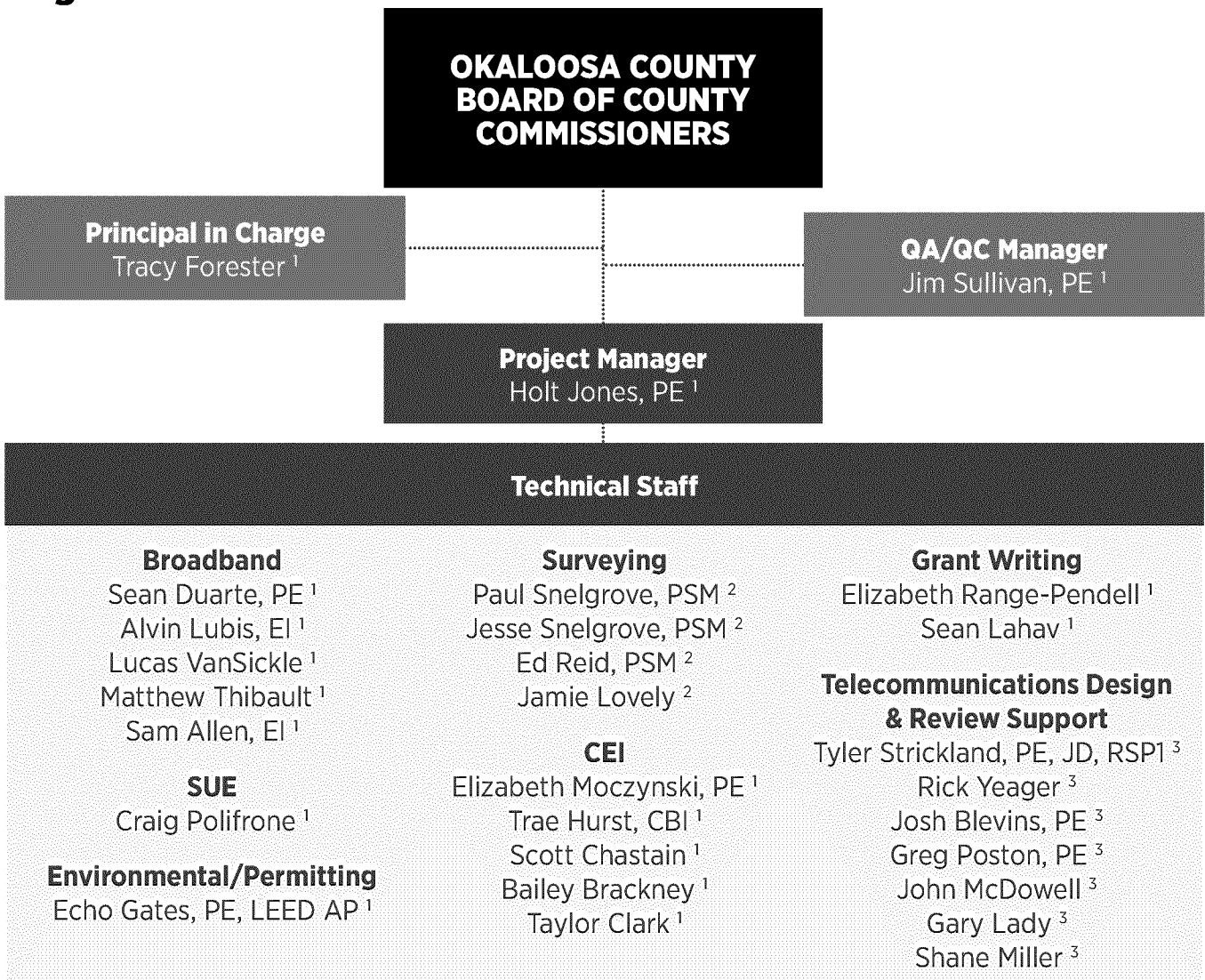
1. Owner's Name and Address: Dr. Randy Showers  
203 Hollywood Blvd NW, Fort Walton Beach, FL 32548  
Contact Person: Dr. Randy Showers Telephone # ( 850 ) 609-6181  
Email: rshowers@myokaloosa.com
2. Owner's Name and Address: Fred Heery  
605 Suwannee Street, MS 90 Tallahassee, FL 32399  
Contact Person: Fred Heery Telephone # ( 840 ) 410-5606  
Email: fred.heery@dot.state.fl.us
3. Owner's Name and Address: Bryan Hubbard  
605 Suwannee St Tallahassee, FL 32399  
Contact Person: Bryan Hubbard Telephone # ( 850 ) 410-5462  
Email: bryan.hubbard@dot.state.fl.us
4. Owner's Name and Address: Wayne Bryan  
911 Easterwood Drive, Tallahassee, FL 32311  
Contact Person: Wayne Bryan Telephone # ( 850 ) 891-2080  
Email: wayne.bryan@talgov.com
5. Owner's Name and Address: Cliff Johnson  
840 West 11th Street Panama City, FL 32401  
Contract Person: Cliff Johnson Telephone # ( 850 ) 248-8741  
Email: cjohnson@baycountyfl.gov

# 9. ADDITIONAL INFORMATION & COMMENTS

## Location of Responsible Office

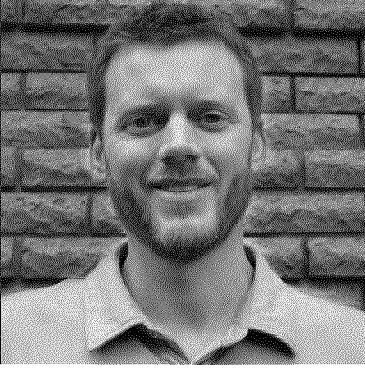
Telecommunication services for the Okaloosa County projects will be led by the Tallahassee office of Halff Associates. Our office is located off North Monroe Street and I-10 in Leon County. The proximity of our design team to Okaloosa County grants us the opportunity to be on site nearly anywhere in Okaloosa County within 2½ hours. The Halff staff permanently located in Tallahassee consists of 24 professional and technical staff members. We are supported by Halffs’ total network of more than 1,200 individuals that can be called on to support any task requested. Additionally, our Crestview office will provide CEI support as needed for this contract.

## Organizational Chart



### LEGEND

- 1 Halff Associates, Inc.
- 2 Snelgrove Surveying & Mapping, Inc.
- 3 Gresham Smith



## Holt Jones Jr, PE

Holt Jones is a Halff ITS Team Leader with eight years of experience in civil engineering. His experience includes in fiber optic network design; advanced transportation management systems; signalized intersection analysis; ITS device layout; preparing ITS plans and construction documents, and updates to statewide fiber optic specifications. Holt has worked on a wide range of city, county, and Department of Transportation projects. His fiber optic network experience includes isolated corridor project-specific networks as well as statewide networks spanning more than 2,000 miles across multiple jurisdictions.

### ROLE

Project Manager

### EXPERIENCE

8 years

### EDUCATION

Bachelor of Science, Civil Engineering, Florida State University

### REGISTRATION

Professional Engineer:  
FL #82286, TX #135291

### REPRESENTATIVE PROJECT EXPERIENCE

#### Okaloosa County Traffic Management Center

Professional Engineer designing the expansion of the Okaloosa County EOC to include a TMC with new video wall. The TMC will include redundant servers and fiber optics for a robust communications system and provide communications to the Okaloosa EOC, FDOT District Office, and other regional TMCs. The expanded facility will include an Uninterruptable Power Supply and a backup generator to retain power to the TMC during power outages.

#### Advanced Transportation Management System Expansion

Professional Engineer completing the design of an underground fiber optic communication network for the expansion of the Okaloosa County Regional ATMS. Specialty equipment and services necessary to fully integrate the traffic signals into the regional ATMS were included as deliverables under the project. Responsibilities included developing a set of construction plans and submitting an FDOT Utility Permit.

#### Motor Carrier Size & Weight Communications Plan

Engineer of Record for design of fiber optic network providing a state-wide communications network connecting all Weigh-in-Motion (WIM) Stations across Florida. Tasks included layout of fiber optic cables and ethernet switches necessary to regenerate the data signal at each Weigh Station, Microwave Tower, and intermittent TTMS, splice diagrams, cost estimations, network design of MCSAW's communications plans, and coordination with each FDOT District.

#### Tallahassee Connected Vehicle RSU Upgrades

Provided research and support for upgrades of the current units encompassing communications between vehicles, pedestrians, and infrastructure. Tasks included reviewing current industry products for functionality, power requirements, and port availability, as well as existing field equipment to identify potential conflicts or upgrades necessities.



## Tracy Forester

### ROLE

Principal in Charge

### EXPERIENCE

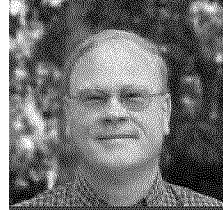
34 years

### EDUCATION

AS, Computer Engineering, Gulf Coast Community College

Tracy Forester has more than 34 years of experience in traffic operations, including fiber optic network and Intelligent Transportation Systems (ITS) design, construction, inspection, project management, maintenance, and all aspects of advanced traffic signal equipment. He has extensive experience in the highly technical and specialized areas of ITS, Transportation Management Center (TMC) design, and Advanced Transportation Management Systems (ATMS) spanning Texas, Alabama, Georgia, and Florida. Tracy has also served as the Traffic Signal Systems Manager for the City of Tallahassee while designing and overseeing the implementation of fiber optic communication for traffic signals throughout the City. Tracy's experience designing fiber optic networks for multiple municipalities and state transportation departments spans thousands of miles across states and jurisdictions.

- Okaloosa County Continuing Services | Okaloosa County, FL
- Florida ITS Operations Network | Statewide, FL
- North Florida ITS Project | Pensacola to Tallahassee, FL
- Tallahassee ATMS | Tallahassee, FL
- Bay County Hurricane Michael Signals Support | Bay County, FL



## Jim Sullivan, PE

### ROLE

Roadway Design Lead

### EXPERIENCE

38 years

### EDUCATION

BS, Civil Engineering, University of South Florida

### REGISTRATION

Professional Engineer: FL #42091, GA #22752

Jim Sullivan, PE, has 38 years of highway design and transportation engineering experience. Jim has served as Engineer and Project Manager for numerous major and minor transportation design projects for state and local governments and has considerable experience managing large multidisciplinary design teams. His experience includes project development and environmental (PD&E) studies, transportation planning, ITS design, traffic operations design, construction administration, and expert witness services.

- SR 8 (I-10) ITS/Freeway Management | Santa Rosa County to Gadsden County, FL
- Truck Parking Automation System (TPAS) Design | I-10 throughout the Panhandle, FL
- SR 10 (US 90) (Caroline Street) Safety Improvements & Signalization | Milton, FL
- SR 263 (US 319) (Capital Circle SE) Major Roadway/Signal Design | Tallahassee, FL
- SR 4 (Baker Hwy at Galiver Cutoff (CR 189) Intersection Design | Okaloosa County, FL
- SR 276 at CR 10-A (Old Cottdale Road) Intersection/Signal Design | Marianna, FL





## Sean Duarte, PE

Sean Duarte's responsibilities as a professional engineer with Halff include traffic signal design, signalized intersection analysis, conducting traffic counts and analyses, creating preliminary roadway designs, ITS design, fiber optic networks, project permitting, preparing plans and construction documents, and preparing drainage reports and analyses. Sean has worked on numerous projects within Okaloosa County and throughout Florida. He will serve on the Broadband team for this project.



## Alvin Lubis, EI

Alvin Lubis is a Graduate Civil Engineer with Halff. In this role, he is responsible for preparing preliminary plans and construction documents for public sector clients, which includes the design and layout of roadway alignments, signing and pavement marking analysis, ITS, fiber network design, traffic signal design, roadway profiles, roadway cross sections, special details and design documentation. He will serve on the Broadband team for this project.



## Lucas VanSickle

Lucas VanSickle is a Graduate Engineer for Halff. His role includes designing various projects, preparing preliminary plans and construction documents for public and private sector clients relating to traffic signal design, traffic controller unit programming, signal timing, fiber optic network design, ITS design, signing and pavement marking analysis, the design and layout of roadway alignments, special details and design documentation. He will serve on the Broadband team for this project.



## Matt Thibault

Matt Thibault joined Halff Associates with civil engineering design experience in conventional design-build and design-bid-build projects. His areas of expertise include intelligent transportation system, signing and pavement markings, drainage, and roadway design. His experience also includes the field integration of intelligent transportation system devices and completion of as-built drawing reviews, as well as ITSFM operability. He will serve on the Broadband team for this project.



## Craig Polifrone

Craig Polifrone has experience in the utility industry with transportation-related projects across Florida, Louisiana and Texas. He has worked in all facets of Subsurface Utility Engineering (SUE) and Utility Coordination (UC) from design to construction. Craig's prior field experience allows him to provide important insights and expertise in proposal development, utility records research, conflict analysis and supervision of field crews. He will serve as the SUE Lead on this project.



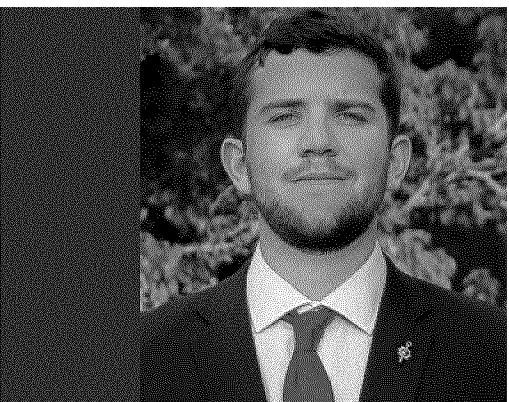
## Echo Gates, PE, LEED AP

Echo Gates has experience in roadway design, site development, environmental permitting, utility coordination, drainage modeling and design, and remotely sensed data collection, analysis, and distribution. Her experience includes design from concept to final plans, NEPA documentation, pavement design, and traffic analysis. She has extensive experience with permitting of projects with multiple agencies at the federal, state, and local levels. She will serve as the Permitting Lead on this project.



## Elizabeth Range-Pendell

Liz Range-Pendell joined Halff Associates in February 2022 with experience in business development and client management for the private grant services industry. She has secured grant funding for local governments, counties, councils of government, municipal water districts and transportation authorities in California and Texas. She will serve on the Grant Writing team for this project.



## Sean Lahav

Sean Lahav has experience in a variety of resilience, public policy, local government planning, and intergovernmental relations projects in the public sector. He has advised elected officials and local governments on policy matters related to climate and economic resiliency, presented to elected commissions and civic organizations on more than 50 occasions, and has led partnerships with agencies and organizations at the local, state, and national levels. He will serve on the Grant Writing team for this project.



### **Elizabeth Moczynski, PE**

Elizabeth Moczynski, PE, is a project engineer for construction services. With 10 years of experience in the construction industry and beginning her career as a field inspector, Elizabeth knows what work is involved to get the job done, and the next step in continuing her growth in this field is a Project Administrator position. She is self-motivated by challenges and encouraged when given the opportunity to be a helping hand on the team that helps solve whatever problem is ahead of them. She will serve as the CEI Lead on this project.



### **Trae Hurst, CBI**

Trae Hurst, CBI, has 15 years of professional experience in CEI for transportation-related projects involving roadway widening, milling and resurfacing, bridge construction, bridge repairs, retaining wall construction, sidewalk construction, as well as drainage improvement and installation. He has worked on FDOT District 3 contracts since 2014 and is very familiar with the expectations and quality expected from the client. His attention to detail and pride in his work reflects in his daily inspections and reports. He will serve on the CEI team for this project.



### **Scott Chastain**

Scott Chastain has professional experience in CEI and material testing for transportation related projects involving roadways, bridges, drainage, utility relocations, and signalization. He is also familiar with monitoring and testing of construction materials having worked for as Quality Control Technician for three years. His experience ranges from minor roadway improvement projects to mega projects. His diversity, expertise, and dedication enable him to meet and exceed the client’s needs and expectations. He will serve on the CEI team for this project.



### **Bailey Brackney**

Bailey Brackney experience includes verification inspection of roadway reclamation, milling and resurfacing, roadway widening construction, drainage

installation, and erosion control inspection. She will serve on the CEI team for this project.



### **Taylor Clark**

Taylor Clark’s responsibilities and experience on roadway projects includes milling and resurfacing, drainage, utility

relocations and signalization. She will serve on the CEI team for this project.



# Subconsultants



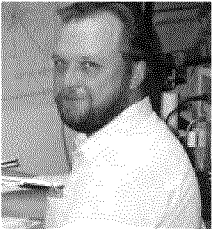
**Snelgrove Surveying & Mapping, Inc.** is a veteran-owned, small business located in Marianna, Florida. They have been in business since 2000 and performing surveys for FDOT District 3 ever since. They have a team of seasoned professionals consisting of three PSMs, three CADD Techs, and four conventional field crews. The majority of their senior personnel, both in the office and the field, have worked together for more than a decade, allowing for an excellent relationship and utmost productivity. Their latest performance grades from District 3 were all 4.0s, which they have received on multiple occasions, and reflects their dedication to quality and understanding of the importance of thorough management and communication to efficiently get the job done. With hundreds of successful District 3 survey projects completed, they hold a vast knowledge of the needs and expectations of the District and always prioritize their commitments to their primes and the District.



**Paul Snelgrove, PSM**, will serve as the Survey Project Manager and has over 44 years' experience with 27 working on FDOT D3 projects.



**Jesse Snelgrove, PSM**, will serve as the Assistant Project Manager, a project surveyor, Chief Geodetic Surveyor and a member of the QA/QC team. He has over 21 years of survey experience ,16 years on FDOT projects.



**Ed Reid, PSM**, will serve as a project surveyor, Chief of Survey Parties and a member of the QA/QC team. He has 40 years' experience, 26 years working on FDOT projects.



**Jamie Lovely** is a Senior Survey CADD Tech and QA/QC manager and has 22 years of FDOT/survey experience.





**Gresham Smith** is an engineering, architecture, and design practice that provides creative solutions while genuinely caring for each other, their client and their communities. With 24 locations throughout the U.S., and a local office in Tallahassee, they offer a national perspective with a local feel. Gresham Smith's designs are grounded in safety and efficiency, pushing boundaries toward multimodal, technology-driven solutions. Finding better ways of moving people and products requires specialized knowledge of policies, thoughtful planning and complex technical work.

**Tyler Strickland, PE, JD, RSPI,** has 22 years of experience in public sector design and project management in Florida, including project management, design, and permitting for transportation projects. Tyler also has extensive experience working with local city and county officials in solving local transportation problems.



**Rick Yeager** has extensive utility design experience, and has served as project manager and senior designer whose responsibilities involve, but are not limited to, field inventory, preliminary research and planning, make-ready engineering, specification development, design and detailing of drawings, field engineering, survey and staking, coordination with other utilities on the project, and development of accurate construction estimates, as well as CEI.

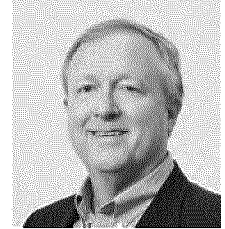


**Josh Blevins, PE,** has a 14 years of experience in utility design covering all areas of utility services. His responsibilities include: field inventory;



preliminary research and planning; make-ready engineering; specification development; design and detailing of drawings; field engineering; and development of accurate construction estimates, engineering and inspection.

**Greg Poston, PE,** has 34 years of experience and is a successful and driven leader with a history of managing complex teams (300+) to achieve best-in-class results in various network operational settings.



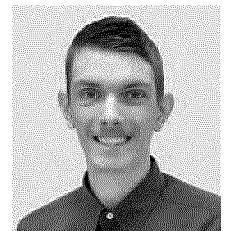
**John McDowell** brings 32 years of utility design experience, focusing on broadband design. His experience includes managing fiber and wireless networks across Kentucky and optimization of the CDMA network buildout.



**Gary Lady** has 25 years of experience in the telecommunications industry. He has managed large-scale long-haul fiber design-builds, capital highway improvement projects as well as ongoing routine projects. His responsibilities include QAQC, network design, construction management, utility coordination, and OSP make-ready design.



**Shane Miller** has six years of utility design and field survey experience. His responsibilities include field inventory of existing utilities, preliminary research and planning, make-ready engineering, design and drawings detail, field engineering, survey and utility coordination, and outside plant inspection.



## Grants

The Halff team is experienced with developing funding strategies to pursue broadband related initiatives including from the American Rescue Plan Act (ARPA), and is following upcoming widespread broadband grant opportunities from the Infrastructure Investment and Jobs Act (IIJA), including for the Broadband Equity, Access and Deployment Program (dispersed to states directly to be used for planning at their discretion), the Middle Mile Broadband Infrastructure Program (grants for the construction, improvement or acquisition of middle-mile infrastructure to eligible entities, including, but not limited to, telecommunications companies, technology companies, electric utilities, and utility cooperatives), and the Digital Equity Planning, Digital Equity Capacity, and Digital Equity Competitive Grants (three National Telecommunications and Information Administration-administered grant programs - two formula-based and one competitive). Grants can be used to accelerate the adoption of broadband through digital literacy training, workforce development, devices access programs, and other digital inclusion measures.

The Broadband ReConnect Program, administered by the Rural Utilities Service at the Department of Agriculture, will provide almost \$2 billion in loans and grants toward the costs of construction, improvement, or acquisition of facilities and equipment needed to provide broadband service in eligible rural areas. Companies; cooperatives; and state, local, Tribal, and territorial governments may

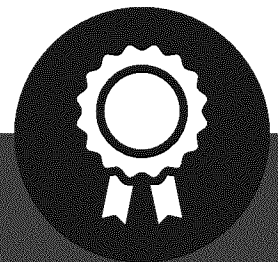
all apply for ReConnect funding. Sean Lahav, Halff Resiliency Planner, led a task force in 2021 to assist Florida communities in identifying strategies and methods for utilizing ARPA funds for broadband infrastructure. Liz Range-Pendell, Funding Resources Manager, has experience with federal, state, and local grants for infrastructure including broadband.

## Permitting

Permitting involves coordination with several state and federal agencies having jurisdiction in Okaloosa County. Halff team members have extensive experience with the regulatory staff in numerous agencies including the US Army Corps of Engineers (USACE) Florida Department of Environmental Protection (FDEP), and the Florida Department of Transportation (FDOT). We are keenly aware of the effort and coordination that goes into permitting, which can be extensive, and allocate the necessary time to successfully obtain final permits for infrastructure improvements. We recognize the need to conduct early coordination meetings, prepare clear and concise applications and plan documents, and provide clear responses to requests for information.

**Environmental Considerations.** When task orders are received, the Halff team will prepare a quick desktop survey of the area to assess potential environmental impact resulting from the project. The review will include an inventory of any wetlands, critical habitat or listed species that may be impacted. During preliminary design, the project will

**Halff Recognized with APWA 2021 Public Works Project of the Year in the “More than \$75 Million Environment Category” for the Tallahassee Two Solar Farm & Substation 34 project**





be planned around avoidance of impacts by using techniques such as directional drilling to minimize ground disturbance or the use of aerial installation. When avoidance is not possible impacts will be minimized.

**National Environmental Policy Act (NEPA).**

If federal funding is provided for a task order under this contract, NEPA requires possible environmental impacts to be studied to assess how the project will affect the quality of the human environment. While the NEPA process can be lengthy, Halff provides the professional staff to assist with the process to obtain the necessary Finding of No Significant Impact.

**Pre-Application Meetings.** Upon preparing schematics of the proposed improvements, our staff will meet with regulatory personnel to discuss permit needs and strategies to minimize the permit needs. One of the most important outcomes of the pre-application meeting is the development of the relationship that will continue with the regulatory staff through construction of the proposed improvements.

**Coordination.** Following Okaloosa County's approval of 90% plans, permit packages will be prepared and submitted for review and comment to appropriate agencies. It is anticipated that the following agencies may require permits through the life of this contract:

- USACE: Section 404 (Dredge & Fill) Permit
- FDEP: National Pollutant Discharge Elimination System (NPDES), Environmental Resource Permits (ERP), State 404 Permit
- Florida Gulf & Atlantic Railroad
- FDOT: Utility Connection Permit
- Florida Fish & Wildlife Conservation Commission (FFWCC) Gopher Tortoise Permit

If crossings of state lands are required, easements are required from FDEP's Division of State Lands. While these are not permits per se, they do require an application and approval by the agency.

The Halff team has developed trusting relationships and maintained good will with regulatory staff at the Federal, State, and local levels. We treat regulations as constraints to be incorporated into our projects and as such, can move through the permitting processes with relative ease. We have a long and successful reputation for working cooperatively, efficiently, and responsively to regulatory staff and look forward to bringing our abilities to this project.



## 10. BUSINESS CREDENTIALS & OTHER

# *State of Florida Department of State*

I certify from the records of this office that HALFF ASSOCIATES, INC. is a Texas corporation authorized to transact business in the State of Florida, qualified on November 6, 2018.

The document number of this corporation is F18000005458.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 11, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

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





*Randy R. Lee*  
**Secretary of State**

Tracking Number: 7027657204CC

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Ron DeSantis, Governor


**STATE OF FLORIDA**

**BOARD OF PROFESSIONAL ENGINEERS**

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



**JONES, EDWIN HOLT JR.**  
5317 VELDA DAIRY ROAD  
TALLAHASSEE FL 32309

**LICENSE NUMBER: PE82286**  
**EXPIRATION DATE: FEBRUARY 28, 2023**  
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Ron DeSantis, Governor


**STATE OF FLORIDA**

**BOARD OF PROFESSIONAL ENGINEERS**

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**SULLIVAN, JAMES PAUL**  
2507 CALLAWAY ROAD  
SUITE 100  
TALLAHASSEE FL 32303



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Ron DeSantis, Governor

Julie I. Brown, Secretary


**STATE OF FLORIDA**

**BOARD OF PROFESSIONAL ENGINEERS**

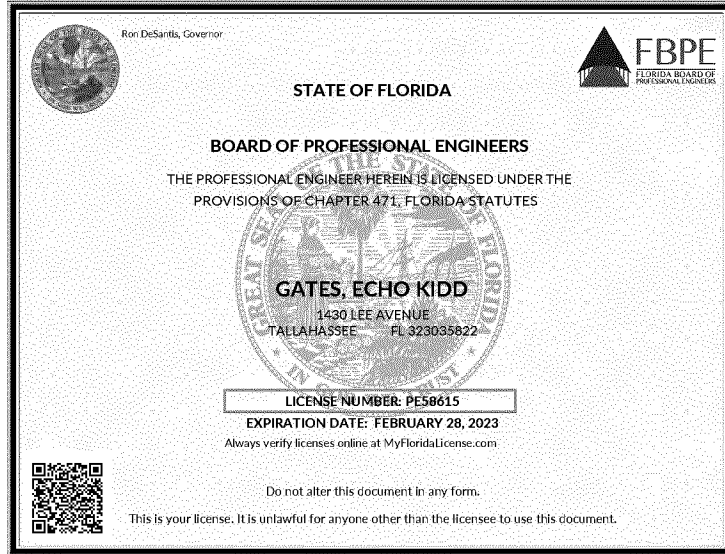
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**DUARTE, SEAN MICHAEL**  
9143 SHOAL CREEK DR  
TALLAHASSEE FL 32312

**LICENSE NUMBER: PE93076**  
**EXPIRATION DATE: FEBRUARY 28, 2023**  
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Florida dbpr Department of Business & Professional Regulation

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4:30:04 PM 4/11/2022

ONLINE SERVICES	LICENSEE DETAILS
<ul style="list-style-type: none"> <li>Apply for a License</li> <li>Verify a Licensee</li> <li>View Food &amp; Lodging Inspections</li> <li>File a Complaint</li> <li>Continuing Education Course Search</li> <li>View Application Status</li> <li>Find Exam Information</li> <li>Licensed Activity Search</li> <li>AB&amp;T Delinquent Invoice &amp; Activity List Search</li> </ul>	<p><b>Licensee Information</b></p> <p>Name: MOCZYNSKI, ELIZABETH ANNE (Primary Name)                  Main Address: 1939 JAMAICA DRIVE                  NAVARRE Florida 32566                  County: SANTA ROSA</p> <p><b>License Information</b></p> <p>License Type: Professional Engineer                  Rank: Prof Engineer                  License Number: 81317                  Status: Current Active                  Licensure Date: 06/15/2016                  Expires: 02/28/2023</p> <p><b>Special Qualifications</b></p> <p>Qualification Effective                  Civil 11/24/2015</p>



# State of Florida Department of State

I certify from the records of this office that Snelgrove Surveying & Mapping, Inc. is a corporation organized under the laws of the State of Florida, filed on October 30, 2000.

The document number of this corporation is P00000101757

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 27, 2022, and that its status is active.

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

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



*Ronald R. Bee*  
Secretary of State

Tracking Number: 3982112929CC  
To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.  
<https://services.sunbiz.org/Files/CertificateOfStatus/CertificateAuthentication>

# State of Florida

## Veteran Business Certification

### Snelgrove Surveying & Mapping, Inc.

Is certified under the provisions of 287 and 293.187, Florida Statutes, for a period from: 05/13/2021 to 05/13/2023

*Jonathan R. Salter*  
Jonathan R. Salter, Secretary  
Florida Department of Management Services



Office of Supplier Diversity  
4700 Executive Plaza, Suite 800  
Tallahassee, FL 32302  
850-487-0943  
[www.dms.state.fl.us](http://www.dms.state.fl.us)



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB7070**  
Expiration Date February 28, 2023

**Professional Surveyor and Mapper Business License**  
Under the provisions of Chapter 472, Florida Statutes

**SNELGROVE SURVEYING & MAPPING INC**  
PO BOX 836  
MARIANNA, FL 32447-0836

NICOLE "NIKKI" FRIED  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS4952**  
Expiration Date February 28, 2023

**Professional Surveyor and Mapper License**  
Under the provisions of Chapter 472, Florida Statutes

**PAUL ALLEN SNEGROVE**  
PO BOX 836  
MARIANNA, FL 32447-0836

NICOLE "NIKKI" FRIED  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.





Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS6734**  
Expiration Date February 28, 2023

**Professional Surveyor and Mapper License**  
Under the provisions of Chapter 472, Florida Statutes

**JESSE ALLEN SNELGROVE**  
3742 LARAMORE RD  
MARIANNA, FL 32448-9261

NICOLE "NIKKI" FRIED  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS4940**  
Expiration Date February 28, 2023

**Professional Surveyor and Mapper License**  
Under the provisions of Chapter 472, Florida Statutes


**EDWARD WAYNE REID**  
PO BOX 836  
MARIANNA, FL 32447-0836

NICOLE "NIKKI" FRIED  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Florida Department of State DIVISION OF CORPORATIONS



**DIVISION of CORPORATIONS**  
*an official State of Florida website*

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[Filing History](#)   [No Authority Info](#)   [No Partner Info](#)   [Name History](#)

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### Partnership Detail

**General Partnership Name**  
GRESHAM SMITH

**Principal Address**  
222 SECOND AVE S, SUITE 1400  
NASHVILLE, TN 37201 US  
Change Date: 02/13/2018

**Filing Information**

Document Number	GP0400001526
FE/EIN Number	620794126
File Date	06/15/2004
State	TN
Total Pages	5
Pages in Original Filing	2
Current Partners	NONE
Cancellation Date	NONE
Status	ACTIVE
Effective Date	NONE
Expiration Date	NONE
Name History	0001

**Mailing Address**  
GRESHAM SMITH  
302 KNIGHTS RUN AVENUE, SUITE 900  
TAMPA, FL 33602  
Change Date: 02/02/2016

**Registered Agent**  
HARRELL MATTHEW G  
302 KNIGHTS RUN AVENUE, SUITE 900  
TAMPA, FL 33602

**Document Images**

<a href="#">06/15/2004 -- Registration</a>	<input type="button" value="View image in PDF format"/>
<a href="#">10/15/2018 -- Partnership Name Change</a>	<input type="button" value="View image in PDF format"/>
<a href="#">02/13/2018 -- Amendment</a>	<input type="button" value="View image in PDF format"/>

[01/05/2016 -- Amendment](#)

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Florida Department of State, Division of Corporations

A. Drug-Free Workplace Certification Form

**DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

DATE: 4/29/2022

SIGNATURE: 

COMPANY: ADDRESS: \_\_\_\_\_

NAME: Tracy Forester  
(Typed or Printed)

2507 Callaway Road, Suite 100  
Tallahassee, FL 32303

TITLE: Vice President / Director of JTS

E-MAIL: tForester@Halff.com

PHONE NO.: (850) 224-4400



B. Conflict of Interest

**CONFLICT OF INTEREST DISCLOSURE FORM**

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

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

YES \_\_\_\_\_ NO  X  \_\_\_\_\_

**NAME(S)** **POSITION(S)**

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

FIRM NAME: Halff Associates, Inc.
BY (PRINTED): Tracy Forester
BY (SIGNATURE): [Signature]
TITLE: Vice President / Director of ITS
ADDRESS: 2507 Callaway Road, Suite 100
Tallahassee, FL 32303
PHONE NO. (850) 224-4400
E-MAIL tForester@Halff.com



C. Federal E-Verify

**FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

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

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

DATE: 4/29/2022  
SIGNATURE: *Tracy Forester*

COMPANY: Halff Associates, Inc.

NAME: Tracy Forester

ADDRESS: 2507 Callaway Road, Suite 100 | Tallahassee, FL 32303

TITLE: Vice President / Director of ITS

E-MAIL: tForester@Halff.com

PHONE NO.: (850) 224-4400



D. Cone of Silence Form

**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 place respondents on the Active Contractors List or 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 Tracy Forester presenting  
*Tracy Forester*  
Signature

Halff Associates, Inc.  
Company Name

On this 29 day of April, 2022 hereby agree to abide by the County’s “**Cone of Silence Clause**” and understand violation of this policy shall result in disqualification of my qualification/proposal/submittal.




E. Indemnification & Hold Harmless

**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.

Halff Associates, Inc.  
Proposer's Company Name  
2507 Callaway Road, Suite 100  
Tallahassee, FL 32303  
Physical Address  
2507 Callaway Road, Suite 100  
Tallahassee, FL 32303  
Mailing Address  
  
(850) 224-4400  
Phone Number  
  
(850) 694-0819  
Cellular Number  
  
4/29/2022  
Date

  
Authorized Signature – Manual  
  
Tracy Forester  
Authorized Signature – Typed  
  
Vice President / Director of ITS  
Title  
  
(850) 681-3600  
FAX Number  
  
(850) 694-0819  
After-Hours Number(s)

F. Addendum Acknowledgement

**ADDENDUM ACKNOWLEDGEMENT**  
**RFQ PW 21-22**

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

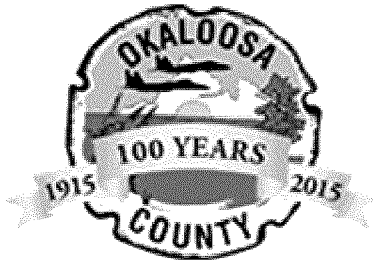
<b><u>ADDENDUM NO.</u></b>	<b><u>DATE</u></b>
#1	April 19, 2022

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



Tracy Forester

4/29/2022



## **ADDENDUM 1**

**April 19, 2022**

**RFQ IT 33-22**

### **Telecommunications/Broadband Specialized Consulting Services**

**This addendum is to answer questions asked by potential vendors.**

1. On Page 8, it states that all signatures shall be in blue ink. Since we will be submitting the proposal via your portal, how would you like us to address this via an electronic submittal? For example, include scanned color copies of signature pages? The signature can be digital or you can scan it in with a wet signature. It does not have to be in blue ink.
2. Would the County consider partnering with a fiber to the home ISP? We want to explore a partnership... as you mention, but that will be subsequent RFQ/RFP procurements.
3. Are they planning to be the ISP on the network, do they have an ISP partner selected, or will there be a subsequent RFP for ISPs specifically? ISP is not required for this contract, buildout will become part of County fiber network and subsequent procurements and phases will involve ISP public private partnerships that will provide incentives to build out the last mile to under or unserved North County areas. This consultant contract may provide consulting during that phase, but the County will only provide dark fiber and not a lit service.
4. 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. Can you clarify further, what will need to be submitted to meet this requirement? You will need to provide your SunBiz registration that you are certified to do business in the State of Florida.

The RFQ opening date remains May 3, 2022 at 3:00 P.M. CST.

G. Company Data

**COMPANY DATA**

Respondent’s Company Name: Halff Associates, Inc.

Physical Address & Phone #: 2507 Callaway Road, Suite 100

Tallahassee, FL 32303

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Person (Typed-Printed): Holt Jones, PE

Phone #: (850) 224-4400

Cell #: (850) 508-3356

Federal ID or SS #: 75-1308699

DUNNS/SAM #: 117503472

Respondent’s License #: FL PE #82286

Additional License – Trade and Number \_\_\_\_\_

Fax #: (850) 681-3600

Emergency #'s After Hours,  
Weekends & Holidays: (850) 508-3356

DBE/Minority Number: N/A

## H. System Award Management Form

**SYSTEM FOR AWARD MANAGEMENT (OCT 2016)**

(a) Definitions. As used in this provision.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Offerors SAM information:

Entity Name: Halff Associates, Inc.

Entity Address: 2507 Callaway Road, Suite 100 | Tallahassee, FL 32303

Duns Number: 117503472

CAGE Code: 8LLS2

I. List of References

**LIST OF REFERENCES**

- 1. Owner’s Name and Address: Dr. Randy Showers  
203 Hollywood Blvd NW, Fort Walton Beach, FL 32548  
 Contact Person: Dr. Randy Showers Telephone # ( 850 ) 609-6181  
 Email: rshowers@myokaloosa.com
  
- 2. Owner’s Name and Address: Fred Heery  
605 Suwannee Street, MS 90 Tallahassee, FL 32399  
 Contact Person: Fred Heery Telephone # ( 840 ) 410-5606  
 Email: fred.heery@dot.state.fl.us
  
- 3. Owner’s Name and Address: Bryan Hubbard  
605 Suwannee St Tallahassee, FL 32399  
 Contact Person: Bryan Hubbard Telephone # ( 850 ) 410-5462  
 Email: bryan.hubbard@dot.state.fl.us
  
- 4. Owner’s Name and Address: Wayne Bryan  
911 Easterwood Drive, Tallahassee, FL 32311  
 Contact Person: Wayne Bryan Telephone # ( 850 ) 891-2080  
 Email: wayne.bryan@talgov.com
  
- 5. Owner’s Name and Address: Cliff Johnson  
840 West 11th Street Panama City, FL 32401  
 Contract Person: Cliff Johnson Telephone # ( 850 ) 248-8741  
 Email: cjohnson@baycountyfl.gov



## J. Certification Regarding Lobbying

**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 31U.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

Tracy Forester Name and Title of Contractor's Authorized Official  
Vice President / Director of ITS

4/29/2022 Date

## K. Sworn Statement – Public Entity Crimes

**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 Okaloosa County  
 2. This sworn statement is submitted by Half Associates, Inc.

whose business address is: 2507 Callaway Road, Suite 100, Tallahassee FL 32303

and (if applicable) its Federal Employer Identification Number (FEIN) is (If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 75-1308699

3. My name is Tracy Forester and my relationship to the entity named above is Vice President / Director of ITS

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.

25

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: 04/29/2022 Signature: [Handwritten Signature]

STATE OF: Florida

COUNTY OF: Leon

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 29th day of April, in the year 2022.

My commission expires: 06-16-24  
[Handwritten Signature]  
Notary Public  
LISA FRICCHIONE

Print, Type, or Stamp of Notary Public



Personally known to me, or Produced Identification:  
\_\_\_\_\_

Type of ID

## L. Governmental Debarment &amp; Suspension

**Government Debarment & Suspension****Instructions**

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

**Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

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

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]**

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

Tracy Forester | Vice President / Director of ITS  
Printed Name and Title of Authorized Representative

  
Signature


4/29/2022  
Date

M. Vendors on Scrutinized Companies List

**VENDORS ON SCRUTINIZED COMPANIES LISTS**

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

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

DATE: 4/29/2022 SIGNATURE: 

COMPANY: Halff Associates, Inc. NAME: Tracy Forester  
(Typed or Printed)

ADDRESS: 2507 Callaway Road, Suite 100  
Tallahassee, FL 32303 TITLE: Vice President / Director of ITS

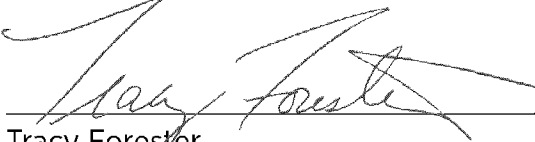
E-MAIL: tForester@Halff.com

PHONE NO.: (850) 224-4400



## N. Certificate of Good Standing for the State of Florida

The undersigned declares that the information submitted is in all respects fair and in good faith, without collusion or fraud; certifies that no principal (which includes officers, directors, or executives) is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any federal or other governmental agency; and that the signer has the authority to bind the prime consultant.



Tracy Forester  
Vice President / Director of ITS

4/29/2022

Date

## *State of Florida*

### *Department of State*

I certify from the records of this office that HALFF ASSOCIATES, INC. is a Texas corporation authorized to transact business in the State of Florida, qualified on November 6, 2018.

The document number of this corporation is F18000005458.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 11, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

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



*Ronald R. Rice*  
Secretary of State

Tracking Number: 7027657204CC

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



## O. Federal Clauses

**Grant Funded Clauses**

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

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

This *solicitation* is fully Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Proposer* shall adhere to all grant conditions as set forth in the requirements of grant no. American Rescue Plan Act. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

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

**Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182):**

Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub I 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *proposer* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

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

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

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

by all sub-contractors. Prior to contract award, the *proposer* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

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

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

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

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

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

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

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

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

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

**Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401):** Applicability: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 additional Standard patent rights clauses in

accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

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

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

**Record Retention (2 CFR § 200.33):** Applicability: All Contracts that received or may receive federal grant funding. Requirement: *proposer* will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

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

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

**Termination for Convenience:** Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *Any Awarded Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

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

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

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

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

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

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

**Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216):** Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Proposer* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

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

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

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

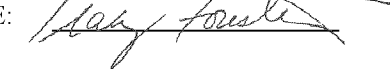
**Never Contract With The Enemy (2 CFR Part 183):** Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged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

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

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

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

DATE: 04/29/2022

SIGNATURE: 

COMPANY: Halff Associates, Inc.

NAME: Tracy Forester

ADDRESS: 2507 Callaway Road, Suite 100  
Tallahassee, FL 32303

TITLE: Vice President / Director of ITS

E-MAIL: tForester@Halff.com

PHONE NO.: (850) 224-4400



P. Buy America Certificate

**Buy America Certificates**

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

**Certificate of Compliance with Buy America Requirements**

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

DATE: 4/29/2022  
SIGNATURE: *Tracy Forester*  
COMPANY: Half Associates, Inc.  
NAME: Tracy Forester  
TITLE: Vice President / Director of ITS

**Certificate of Non-Compliance with Buy America Requirements**

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

DATE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

