

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/01/2021

Contract/Lease Control #: C21-3083-TDD

Bid #: ITB TDD 73-20

Contract/Lease Type: CONTRACT

Award To/Lessee: H.G. HARDERS & SON, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/01/2021

Expiration Date: 05/31/2024 w/ 2 1yr renewals

Description of Contract/Lease: ARTIFICIAL REEF TRANSPORTATION & DEPLOYMENT SERVICES

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

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

Closed:

cc: BCC RECORDS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/1/2021

PRODUCER
Marine & Industrial Insurance Brokers
19009 State Hwy 181
Fairhope, AL 36532

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	THE GRAY INSURANCE COMPANY A.M. Best Rating A- VIII, NAIC#: 36307
COMPANY B	
COMPANY C	
COMPANY D	

INSURED
H. G. Harders & Son, Inc.
5521 East Highway 98
Panama City, FL 32404

COVERAGES
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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY	XSGL-100051	10/1/2021	10/1/2024	GENERAL AGGREGATE \$3,000,000.00		
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$3,000,000.00		
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				PERSONAL & ADV INJURY \$1,000,000.00		
					EACH OCCURRENCE \$1,000,000.00		
					FIRE DAMAGE (Any one fire) \$100,000.00		
A	AUTOMOBILE LIABILITY	XSAL-100057	10/1/2021	10/1/2024	MED EXP (Any one person) \$5,000.00		
	<input checked="" type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT \$1,000,000.00		
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person)		
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)		
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE		
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT		
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY		
					EACH ACCIDENT		
					AGGREGATE		
A	EXCESS LIABILITY	GXS-100095	10/1/2021	10/1/2022	EACH OCCURRENCE \$4,000,000.00		
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$4,000,000.00		
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM						
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	GWC-100086	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS		
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:				<input checked="" type="checkbox"/> INCL	<input type="checkbox"/> EXCL	EL EACH ACCIDENT \$1,000,000.00
							EL DISEASE - POLICY LIMIT \$1,000,000.00
							EL DISEASE - EA EMPLOYEE \$1,000,000.00
	OTHER						

CONTRACT#: C21-3083-TDD
H.G. HARDERS & SON INC
ARTIFICIAL REEF TRANSPORTATION & DEPLOYMENT SERVICES
EXPIRES: 05/31/2024

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.

CERTIFICATE HOLDER
2389#37

Okaloosa County BOCC
5479-A Old Bethel Rd.
Crestview, FL 32536

CANCELLATION
In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.

AUTHORIZED REPRESENTATIVE

John S. [Signature]

THE GRAY INSURANCE COMPANY

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen's and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure),

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

TASK ORDER APPROVAL FORM

CONTRACT #: C21-3083-TDD

TASK ORDER #: 1

TASK ORDER AMOUNT: \$ \$317,356.00

CONTRACT#: C21-3083-TDD
H.G. HARDERS & SON, INC.
ARTIFICAL REEF TRANSPORTATION &
DEPLOYMENT SERVICES
EXPIRES: 05/31/2024

OFFERED BY CONSULTANT:

H.G. Harders & Son, Inc.

FIRM'S NAME

Jacob Harders

REPRESENTATIVE'S PRINTED NAME

SIGNATURE

Secretary/Treasurer

TITLE

7/14/21
DATE

RECOMMENDED FOR APPROVAL
(Department Director)

Charlotte
Dunwoody

Jennifer
Adams

Digitally signed by
Jennifer Adams
Date: 2021.07.26
08:28:38 -05'00'

SIGNATURE

TDD Director

TITLE

DATE

John Hofstad

Digitally signed by John
Hofstad
Date: 2021.07.26
14:44:41 -05'00'

COUNTY ADMINISTRATOR (if applicable)

DATE

Revised January 21, 2020

APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual) Table 1

Jeffrey A
Hyde

Digitally signed by Jeffrey
A Hyde
Date: 2021.07.26
08:17:23 -05'00'

PURCHASING MANAGER

DATE

Faye
Douglas

Digitally signed by Faye
Douglas
Date: 2021.07.26
14:20:00 -05'00'

OMB DIRECTOR/DATE

DATE

Carolyn P. Kachel
CHAIRMAN (if applicable)

DATE

7/27/21



H. G. HARDERS & SON, INC.
GENERAL CONTRACTOR
5521 EAST HIGHWAY 98
PANAMA CITY, FLORIDA 32404-7296

TELEPHONE
(850) 874-1500
FAX
(850) 871-4669

March 26, 2021

Mr. Alex Fogg
Coastal Resource Manager
Okaloosa County, FL
1540 Miracle Strip Parkway
Fort Walton Beach, FL 32548

RE: Artificial Reef Transportation & Deployment Services
RFP TDD 73-20

Gentlemen:

Per your request, we are proposing to provide the necessary services to transport and deploy secondary use materials located at 30°28.175'N, 86°37.441'W (Okaloosa County, FL staging yard) into a pre-approved artificial reef site located within fifteen miles of East Pass-Destin, FL. We propose to handle and deploy the bulk of material witnessed during our site meeting on 12/1/20, according to the following pricing and terms:

Transport & Deploy Reef Materials (1 Lump Sum = \$317,356)

- ✓ Includes handling and deployment of culvert pipes, small cylinders, chicken coops, ½ pipes, utility boxes, misc. steel pieces, small concrete slabs, and pyramids.
- ✓ All work to be conducted according to H. G. Harders & Son, Inc Technical Approach as detailed in RFP TDD73-20.

Additional Qualifications

- ✓ Not included: transportation and/or deployment of exceptionally large objects that cannot be trucked on a non-permitted load.
- ✓ The timing of this service shall be based on a mutually acceptable Notice to Proceed date and project completion date.
- ✓ This proposal is based on deploying in up to three reef locations, all within fifteen miles of Destin, FL – East Pass.
- ✓ Payment & performance bond is not included but can be provided for an additional fee of 1.5%.

Thank you for the opportunity to work with you on this project. Please call if you have any questions or need further clarification.

Sincerely,

Jacob Harders
H. G. Harders & Son, Inc.

Charlotte Dunworth

Subject: FW: Contract executed
Attachments: Contract C21-3083-TDD Task Order 1.pdf

From: jharders@hgharders.com <jharders@hgharders.com>
Sent: Thursday, July 22, 2021 10:54 AM
To: Alex Fogg <afogg@myokaloosa.com>
Subject: RE: Contract executed

Alex,

That is correct. This is based on three barge trips for the material on hand. The slight increase is due to the irregular material sizes. Let me know if you have any questions.

Thanks!

Jacob Harders



From: Alex Fogg <afogg@myokaloosa.com>
Sent: Wednesday, July 21, 2021 11:01 AM
To: 'jharders@hgharders.com' <jharders@hgharders.com>
Subject: RE: Contract executed

Jacob,

The TO bounced back. It has to tie back to what's in the contract. I thought that the flat rate was acceptable but it turns out there just isn't a mechanism for that.

So, do you suspect this will be three barge loads?

3 barge loads x \$101,542 x 1.042 = \$317,356.

The 4.2% rate bump is acceptable due to the irregular material sizes.

Thoughts?



AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA
AND H. G. HARDERS & SON, INC.
CONTRACT ID

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this 1st, day of June, 2021, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and **H. G. Harders & Son, Inc.**, a Florida Corporation authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is 59-0670218.

RECITALS

WHEREAS, the County is in need of a contractor to provide Artificial Reef Transportation & Deployment ("Services"); and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County issued a Request for Proposals, known as RFP TDD 73-20 to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor's response to the procurement is included as Attachment "A"; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide Services to the County per negotiated task orders, based upon the per barge load pricing (plus or minus 5%) as established in Contractor's Response, and further detailed below.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

- Attachment "A" – Procurement RFP TDD 73-20 and Contractor's Response;
- Attachment "B" – Insurance Requirements;
- Attachment "C" – Title VI list of pertinent nondiscrimination acts and authorities;
- Attachment "D" – Scrutinized Companies Certification;

2. Services. Contractor agrees to perform the following services, Artificial Reef Transportation & Deployment Services (Transport and Deployment of Secondary Use Materials). The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by

Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term and Renewal. The term of this Agreement shall begin when all parties have signed, and shall continue for a period of three (3) years from the date of full execution of this Agreement, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. All work performed will be assigned by way of task order. Fully executed task orders shall be considered the Notice to Proceed in accordance with the terms of this Contract. The terms of Section 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement. This agreement may be renewed upon mutual written agreement of the parties for a period of up to two (2) one (1) year renewals.

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, per negotiated task order in based upon estimated per barge load pricing (plus or minus 5%) as established in Contractor's Response (due to the varied weights and volumes of the items being transported).

- a. Invoicing. Contractor shall submit an invoice to the County upon completion of task orders. Invoices shall indicate that all services have been completed for specified task order. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.
- b. Disbursement. There are no reimbursable expenses associated with this Agreement.
- c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor 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 Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County reserves the right to terminate the remaining Services to be performed in the event Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

9. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

10. Audit. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:	Jennifer Adams, Director 1540 Miracle Strip Parkway, SE Fort Walton Beach, FL 32548 850-651-7131 jadams@myokaloosa.com	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:	H. G. Harders & Son, Inc. 5521 East Hwy 98 Panama City, FL 32404 jharders@hgharders.com	

12. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

13. Subcontracting. Contractor 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 Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending the Agreement, in whole or in part.

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

16. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

17. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

18. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

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

20. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions

relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

21. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

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

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

22. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

23. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

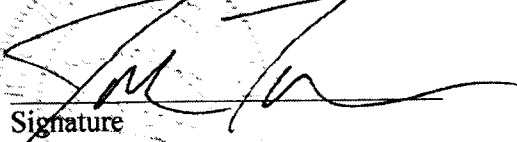
24. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

25. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

26. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

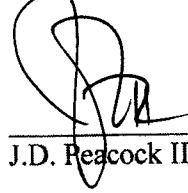
H. G. HARDERS & SON, INC.:

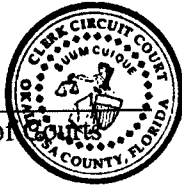

Signature

JACOB HARDERS
Print Name

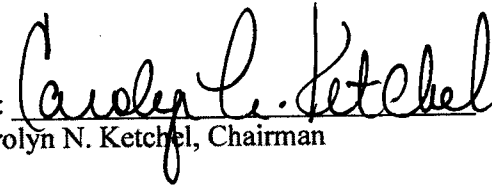
SECRETARY - TREASURER
Title

ATTEST:


J.D. Peacock II, Clerk of



OKALOOSA COUNTY, FLORIDA

BY: 
Carolyn N. Ketchel, Chairman



Attachment "A"
Solicitation and Contractor's Response



REQUEST FOR PROPOSALS ("RFP") & RESPONDENT'S ACKNOWLEDGEMENT

RFP TITLE:
Artificial Reef Transportation & Deployment Services

RFP NUMBER:
RFP TDD 73-20

ISSUE DATE:
LAST DAY FOR QUESTIONS:
RFP OPENING DATE & TIME:

August 17, 2020
August 31, 2020 3:00 P.M. CST
September 16, 2020 3:00 P.M. CST

NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits interested parties to submit a proposal on the above referenced Artificial Reef Construction Transportation & Deployment Services proposal. All terms, specifications and conditions set forth in this RFP must be incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All envelopes containing sealed proposals must reference the "RFP Title," "RFP Number," and the "RFP Due Date & Time." Okaloosa County is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the Respondent. Neither faxed nor electronically submitted proposals will be accepted. Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

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

COMPANY NAME H.G. HARDERS & SON, INC.
MAILING ADDRESS 5521 EAST HWY 98
CITY, STATE, ZIP PANAMA CITY, FL 32404
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 59-0670218
TELEPHONE NUMBER: 850-874-1500 EXT: _____ FAX: 850-871-4669
EMAIL: jharders@hgharders.com

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A PROPOSAL 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 PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: [Signature] TYPED OR PRINTED NAME JACOB HARDERS
TITLE: SECRETARY - TREASURER DATE: 9/28/20

NOTICE TO RESPONDENTS
RFP TDD 73-20

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until **3:00 p.m. (CST) September 16, 2020**, for the **Artificial Reef Transportation & Deployment Services**. Interested Respondents desiring consideration shall provide one (1) original and one (1) thumb drive of their Request for Proposals (RFP) response with the Respondent's proposal. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical. Font shall be 12 point and Respondents are limited to forty (40) pages, excluding the required forms.

All originals must have original signatures in blue ink. Proposal documents are available for download by accessing the following sites:

<http://www.myokaloosa.com/purchasing/hom>

<https://www.bidnetdirect.com/florida>

https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=2442519

Proposals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than **3:00 p.m. (CST) September 16, 2020** in order to be considered. All proposals received after the stated time and date will be returned unopened and will not be considered. All submittals must be in sealed envelopes reflecting on the outside thereof "**Artificial Reef Transportation & Deployment Services**". Failure to clearly mark the outside of the envelope as set forth herein shall result in the submittal not being considered.

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.

NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery service assume all risk of late or non-delivery.

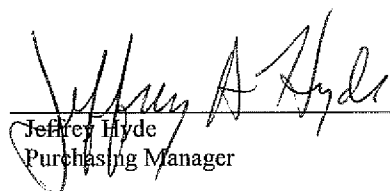
All submittals should be addressed as follows:

Artificial Reef Transportation & Deployment Services RFP TDD 73-20

Okaloosa County Purchasing Department

5479A Old Bethel Road

Crestview, FL 32536



Jeffrey Hyde
Purchasing Manager

08/12/2020
Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Robert A. "Trey" Goodwin, III
Chairman

PROPOSAL REQUIREMENTS
RFP TDD 73-20
ARTIFICIAL REEF TRANSPORTATION & DEPLOYMENT SERVICES

PROPOSAL ITEM: Okaloosa County Artificial Reef Transportation and Deployment Services

I. INTRODUCTION

The purpose and intent of this Request for Proposal is to select a qualified contractor for the transportation and deployment of secondary use concrete and/or heavy steel materials from a storage site off State Road 189 in Fort Walton Beach to multiple artificial reef sites offshore Okaloosa County on an as needed and per barge load basis. The reef sites will be located in the Gulf of Mexico within active permitted areas in Florida waters offshore of Okaloosa County in depths of 50-300ft, within 25 miles of shore.

Contractor selection will be administered through the criteria outlined herein considering the greatest quantity (barge load) and services offered for the price. Contractors must submit proposals for what they can transport from the County staging area and deploy on one (1) barge load as specified in the deployment plan.

II. SCOPE OF WORK

1. Location

The location of the artificial reef areas are as specified in the deployment plan (see Table 1). The artificial reef materials areas are to be deployed in ten (10) artificial reef permit areas offshore of Okaloosa County. The permitted areas are “Fish Havens 13-19” and “Large Area Artificial Reef Sites A-C”. These are authorized artificial reef permit areas with the U.S. Army Corps of Engineers and Florida Department of Environmental Protection. The permits for this area are:

Table 1 Artificial Reef Permit and Location Information

Permit Area Name	USACOE Permit Information FDEP Permit Information		Location Information		
	Permit Number	Expiration	Latitude/ Longitude	Depth (ft.)	Navigational Clearance
Fish Haven 13	SAJ-2011-03485 (SP-SWA) 46-0309090-004-EG	Mar. 10, 2024 June 6, 2022	30° 21.391' N 86° 32.876' W	68 - 73	33
Fish Haven 14	SAJ-2013-02668 (SP-SWA) 46-0309090-005 EG	Mar.10, 2024 July 28, 2022	30° 21.141' N 86° 36.874' W	68 - 71	38
Fish Haven 15	SAJ-2012-03221(SP-SWA) 46-0315101-002-EG	Mar.10, 2024 July 28, 2022	30° 21.891' N 86° 42.374' W	68 - 72	38
Fish Haven 16	SAJ-2012-03222(SP-SWA)	Mar.10, 2024	30° 20.891' N	68 - 72	38

	46-0315102-002-EG	July 28, 2022	86° 46.874' W		
Fish Haven 17	SAJ-2014-00103(SP- 46-0323466-002-EG	June 7, 2027 Aug 20, 2022	30° 19.875' 86° 46.855' W	68 - 74	43
Fish Haven 18	SAJ-2014-00103(SP- SWA) 46-0323474-002-EG	June 7, 2027 Aug 20,	30° 21.875' N 86° 43.855'	63 - 67	38
Fish Haven 19	SAJ-2014-00103(SP- 46-0323475-002-EG	June 7, 2027 Aug 20, 2022	30° 22.375' 86° 35.855' W	56 - 64	31
Offshore	Permit Number	Expiration	Latitude/ Longitude	Depth (ft.)	Navigational Clearance (ft.)
Large Area Artificial Reef Site A	SAJ-1996-03565(SP- SWA) NA	Mar.10, 2026 NA	30° 05.069' N 86° 23.598' W	100- 166	60
Large Area Artificial Reef Site B	SAJ-1996-03565(SP- SWA) NA	Mar.10, 2026 NA	30° 05.069' N 86° 23.598' W	180- 300	140
Large Area Artificial Reef Site C	SAJ-1996-03565(SP- SWA) NA	Mar.10, 2026 NA	30° 05.069' N 86° 23.598' W	90-160	50

2. Minimum Material Standards

Artificial reef materials placed in the “Nearshore” and “Offshore” permitted areas (Table 1) must only consist of non-hazardous materials located at the County artificial reef staging area. Minor material preparations may be required for transport and deployment. Materials do not need to be capable of being lowered to the seafloor in an upright position. All materials may be pushed off the deployment vessel and allowed to freefall to the seafloor. Any lifting lines, straps or equipment used during deployment must be temporary and removed by the contractor prior to returning to shore.

3. Deployment Pattern Standards

Contractor shall state in the response the amount of material that can be transported and deployed as well as maximum dimensions and weight that can be transported and deployed. While exact location of material deployment will be provided, all artificial reef material shall be planned a minimum of 1/4 mile from offshore permit area boundaries and 100 ft from nearshore permit area boundaries. For deeper depths, strong current, wind or sea conditions, a greater buffer is strongly encouraged to ensure all deployments fall within the permitted area. At least two anchors should be used to reduce movement around the deployment site. The entire barge load will be deployed at one site.

4. Calendar of Events

Material transportation and deployment must be completed within 90 days of notice that material is available for pickup. No compensation will be made for any work completed after this date without written approval by the County.

5. Deployment and Material Placement

- a. During deployment of the artificial reef material, the transport vessel must be effectively moored through double anchoring, be spudded down, or otherwise be held securely in place with minimal movement (+/-50 feet) to ensure accurate placement of the material on the bottom. Any machinery used to move and deploy the reef materials should be sufficiently powered/maneuverable and capably operated to ensure timely, effective and safe off-loading of materials. The tug or transport vessel shall meet all U.S. Coast Guard certification and safety requirements, be equipped with a working, accurate Global Positioning System (GPS) unit and other marine electronics including a working VHF radio. Effective and reliable communications shall exist at all times between the transport vessel captain, the transport vessel crew, and the designated County observer on site. Deployment operations will only be initiated when sea height in the operations area is no greater than two to four feet as forecast by the nearest NOAA weather office. Either the County's observer or the contractor's vessel captain reserves the right to suspend off-loading operations if positioning or other deployment objectives, including safety of personnel and equipment, are not being met.
- b. The Contractor shall provide a complete inventory list to the observer, designed by the County, to validate accuracy of cargo manifests prior deployment.
- c. The minimum vertical clearance shall be maintained above the highest point of the reef modules in each of the permitted areas (in accordance with the special conditions of the applicable US Army Corps of Engineers and Florida Department of Environmental Protection permits) (Table 1).
- d. All special and standard manatee protection requirements described in the Army Corp of Engineers Permits for these reef sites must be met.
- e. The County's designated official observer shall oversee the temporary marking of each reef deployment location permit boundaries in advance of reef materials deployment in order to assist the contractor in the proper placement of the artificial reef materials. The markers shall be buoys of sufficient size and color to be clearly visible to the tug captain, and sufficiently anchored and with sufficient scope so that they will not drift prior to deployment. Precise GPS placement of marker buoys that do not shift position are important to ensure the reef is constructed within the permitted area and accurately placed at the designated deployment location(s). The County will not pay for materials placed outside the permitted area.
- f. The County's designated official observer shall remain on site during the entire deployment phase of the operation and confirm the GPS coordinates of the individual placements as well as the maximum vertical relief of the constructed reefs using a fathometer after the reef construction has been completed.
- g. The selected Contractor shall have on site current nautical charts of the deployment area, with the permitted site indicated on the chart. The proposed patch reef coordinates and the corner coordinates of the permitted area will also be in possession of the County's observer and the contractor when on site.
- h. The Contractor shall be prepared to remove any floating debris that might occur during deployment. Having boat hooks, dip nets, and other equipment on board to enable efficient

collection of unanticipated floating debris is strongly encouraged. The County shall be responsible for ensuring that any floating debris discovered during deployment operations (e.g., wood, floating line, aluminum cans, plastic bottles, or other floating materials) shall be collected and transported back to land for proper disposal.

- i. The Contractor agrees to allow the County to conduct on-site inspection of the deployment vessels before, during, and after the deployment.

6. Liability and Responsibility for Reef Materials

Upon initiation of the handling and movement of these artificial reef materials by the selected contractor, all liability, risk of loss and responsibility for the safe handling, storage, transportation and deployment of the materials shall be borne by the Contractor. This liability, assumption of risk and responsibility shall remain with the Contractor until the materials are deployed at the permitted reef site in accordance with the specifications herein.

7. Reporting, Performance, and Publications

- a. Any published articles related to this artificial reef activity should reflect the role of the County in funding and oversight of this activity.

- b. The Contractor shall comply with all applicable Federal, State and local rules and regulations in providing services to the County, including the general and special conditions specified in any permits issued by the U. S. Army Corps of Engineers, Florida Department of Environmental Protection, or the Florida Fish & Wildlife Commission. The Contractor acknowledges that this requirement includes compliance with all applicable Federal, State and local health and safety rules and regulations.

8. Proposal Sheet

Okaloosa County Artificial Reef Transportation and Deployment Services

Contractor Name: _____

Maximum dimension capacity of individual material: _____

Maximum weight of individual material: _____

Maximum barge capacity (weight): _____

Price Per loaded barge load (includes transportation from staging area) deployed: _____

I. SELECTION CRITERIA

To be considered, interested Contractor's responses shall address the following:

The Contractor shall develop as part of the proposal, in draft form, a detailed project plan for transportation and deployment of secondary use materials such as 6' x 4' 7-ton concrete cylinders, 5' x 3' x 1' flat concrete slabs, and 500-5,000lb heavy steel structures such as chicken transport devices and concrete mixers. The Contractor must provide as part of the proposed project plan the following:

A. Schedule of Operations (Average Ranking Weighted 30%)

Describe the schedule to complete transportation and deployment of materials within 90 days of notification of material availability. The contractor must provide the following information:

1. Provide the total number of estimated days associated with material transportation and vessel loading as well as sea days for each barge load that will be required to complete the project.
2. Describe the step-by-step tasks of loading, moving, transporting, handling and deploying the selected materials through the time the materials are deployed on the bottom.
3. Describe how the reef materials will be safely transported to the deployment site, including how the materials will be secured for transit to the deployment site.
4. Describe the proposed anchoring system and the proposed method to accurately deploy the materials at the designated coordinates. Describe how coordination with designated County observers will be maintained. Greatest anchoring and deployment methods to ensure placement accuracy are favored.
5. Lifting and deployment mechanism. Describe how the materials will be lifted, pushed and/or released to the seafloor. Describe how the lifting lines and/or straps will be temporary/removable.

B. Available Deployment Resources (Average Ranking Weighted 30%)

Describe the resources available to successfully complete deployment of all proposed modules. The contractor must provide the following information:

1. Identify the total quantity of artificial reef material that can be transported from the County staging area and deployed on one barge load.
2. Describe the site where the barge will be loaded and made available for inspection at least fourteen days prior to deployment. High site capability and accessibility for inspection by the County is preferred.
3. The specifications (load capacity, vessel type, etc.) of the vessel/barge, and crane, and other equipment that will deploy the modules, and the port(s) they will be operating from.
4. The specification (load capacity, vessel type, etc.) of the tugboat and/or other support vessels that will deploy the modules, and the port(s) they will be operating from.
5. The GPS specifications and methods to be used to deploy materials at the target locations and the anticipated deployment accuracy of module placement in relation to the target coordinates.

C. Experience and Understanding (Average Ranking Weighted 20%)

Describe the qualifications and demonstrate the ability to implement and administer the project. The Contractor must provide the following information:

1. Minimum of three reference names from a previous artificial reef project. Addresses and phone numbers must be provided for each reference.
2. Number of years of involvement in marine construction projects and the number, name, location, description, cost and year of artificial reef construction projects successfully completed.
3. Documentation of the following:
 - a. Be on file with the Department of State in accordance with provision of Chapter 607, Florida Statutes, the "Florida Business Corporation Act"; (<http://dos.myflorida.com/>).
 - b. Not be on the federal debarment list;
<http://www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm>
 - c. Not be on the state debarment list;
http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

D. Cost (Average Ranking Weighted 20%)

Price Per loaded barge load (includes transportation from staging area) deployed in the above proposal format listed under section 8 proposal sheet.

If a selected contractor subsequently proposed change(s) to the "detailed project plan" (vessels, barges, equipment, methodology), these proposed changes must be submitted in writing, and must be approved by the County prior to implementation.

II. SPECIAL INSTRUCTIONS

The selection of a Respondent to provide professional services will be based on the following criteria:

1. All interested parties shall submit written responses that address each aspect of the Scope of Work and Selection Criteria in the sequence presented in the RFP. Respondents may also include additional material they deem relevant to their selection.
2. A Review Committee will evaluate the submitted proposals, rank their responsiveness to the Selection Criteria, and identify the top-ranked Respondents.
3. The top-ranked Respondents may be invited to make a presentation. Each presentation will be conducted at the Respondent's expense, including all travel costs.

4. The Review Committee shall recommend the final, top-ranked Respondent(s) to the Board of County Commissioners for final approval.

NOTE: Failure to provide all the required information, in the required format, may disqualify the vendor from further consideration.

III. TERM OF CONTRACT

The Contract shall be effective when both parties have signed the contract. The contract start time will begin when all parties have signed and run for three (3) years with the option for two (2) one (1) year renewals.

The County reserves the right to award the contract to multiple vendors.

IV. TIME SCHEDULE (ALL TIMES ARE TENTATIVE)

ACTIVITY	DATE (subject to change)
Issue RFP for 21 days	17 August 2020
Questions from potential proposers due	31 August 2020
Issue Addendum (if necessary)	02 September 2020
Proposal Response Due	16 September 2020
Review Committee Meeting	13 October 2020
Intent to Award	16 October 2020
Board Approval by (if needed)	03 November 2020

GENERAL SERVICES INSURANCE REQUIREMENTS – w/Watercraft Liability

REVISED: 08/13/2018

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
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. With the exception of Workers' Compensation policies, the County shall be shown as Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contact
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

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

laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.

3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

WATERCRAFT LIABILITY INSURANCE

1. The Contractor shall carry Watercraft Liability insurance against all claims for Bodily Injury, Property Damage caused by the Contractor.
2. Contractor shall agree to keep in continuous force Watercraft Liability coverage for the length of the contract.

PORT RISK INSURANCE

The vessel's that are in storage or not in use for more than 30-days. This insurance would be purchased by the vessel owner if they choose to purchase it. It is not a requirement for our insurance purposes.

JONES ACT INSURANCE

The Jones Act provides coverage (workers compensation) to seamen who work aboard vessels. Most employees who work aboard ships, tugs, fishing boats etc. will be considered Jones Act seamen.

LONGSHORE HARBOR WORKERS COMPENSATION ACT (LHWCA)

Provides workers compensation to workers (other than crew members of a vessel) injured on or upon the navigable waters of the US, wharf, dry dock, terminal, building way, etc. Workers covered under the Act meet two guidelines that have been established through case law, status and situation.

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>LIMIT</u>
1. Workers' 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. | Watercraft Liability
& Property Damage | \$1,000,000 each occurrence for Bodily Injury
\$1,000,000 each occurrence Products and
completed operations |
|----|---|---|

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.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the project name and number and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
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 to the County. 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.

7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
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. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

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

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

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

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

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

EXCESS/UMBRELLA INSURANCE

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

GENERAL PROPOSAL CONDITIONS

I. PRE-PROPOSAL ACTIVITY

Except as provided in this section, Respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Selection Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

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

All questions or inquiries must be received no later than the last day for questions (reference RFP & Respondent's Acknowledgement form). Any addenda or other modification to the RFP 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 Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

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

Such written addenda or modification shall be part of the proposal 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 proposal. No Respondent may rely upon any verbal modification or interpretation.

II. PREPARATION OF PROPOSAL

The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The Respondent shall submit originals and bid forms in accordance with the public notice.

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

A proposal submitted by a 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.

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

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

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

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

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

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

If the Respondent is an out-of-state corporation, the proposal shall contain evidence of Respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.

III. INTEGRITY OF PROPOSAL DOCUMENTS

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

IV. SUBMITTAL OF PROPOSAL

A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to proposal and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the proposal is submitted), the name and address of the Respondent, and shall be accompanied by the proposal security and other required documents. It is the Respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will NOT be accepted.

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

V. MODIFICATION & WITHDRAWAL OF PROPOSAL

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

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

VI. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

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

VII. CONDITIONAL & INCOMPLETE PROPOSALS

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

VIII. APPLICABLE LAWS & REGULATIONS

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

IX. DISQUALIFICATION OF RESPONDENTS

Any of the following reasons may be considered as sufficient for the disqualification of a Respondent and the rejection of its proposal:

- a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
- b. Evidence that the Respondent has a financial interest in the firm of another Respondent for the same work.
- c. Evidence of collusion among Respondents. Participants in such collusion will receive no recognition as Respondents for any future work of the County until such participant has been reinstated as a qualified Respondent.
- d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- f. Default under previous contract.
- g. Listing of the Respondent by Local, State or Federal Government on its barred/suspended contractor list.

X. AWARD OF CONTRACT

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

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

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

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal. Each item must be proposal separately and no attempt is to be made to tie any item or items to any other item or items.

XI. DISCRIMINATION

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

XII. 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 contractor list.

XIII. CONFLICT OF INTEREST

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

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

XIV. REORGANIZATION OR BANKRUPTCY PROCEEDINGS

Proposals will not be considered from Respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

XV. INVESTIGATION OF RESPONDENT

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

XVI. CONE OF SILENCE

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

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

XVII. 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 County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

XVIII. COMPLIANCE WITH FLORIDA STATUTE 119.0701

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

XIX. 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.

XX. AUDIT

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

XXI. EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION

Respondent shall 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.

XXII. 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.

XXIII. UNAUTHORIZED ALIENS/PATRIOT'S ACT

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

XXIV. 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>.

XXV: ADDITIONAL REQUIRED DOCUMENTS

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED WITH THE BID PACKET. FAILURE TO SUBMIT ALL REQUIRED FORMS MIGHT RESULT IN YOUR SUBMITTAL BEING DEEMED NON-RESPONSIVE:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Code of Silence
- E. Indemnification and Hold Harmless
- F. Company Data
- G. System of Awards Management
- H. Addendum Acknowledgement
- I. Certification Regarding Lobbying
- J. Governmental Debarment & Suspension
- K. Vendors on Scrutinized Companies List
- L. List of References
- M. Certificate of Good Standing for State of Florida-see number XXIV
- N. Exhibit C – General Grant Funding Special Proposal Conditions

(This part of the page left blank intentionally)

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT 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, Florida Statutes, 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: 09/28/20

SIGNATURE: 

COMPANY: H. G. Harders & Son, Inc.

NAME: Jacob Harders
(Typed or Printed)

ADDRESS: 5521 E. Highway 98
Panama City, FL. 32404

TITLE: Secretary/Treasurer

E-MAIL: jharders@hgharders.com

PHONE #.: 850-874-1500

CONFLICT OF INTEREST DISCLOSURE FORM

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

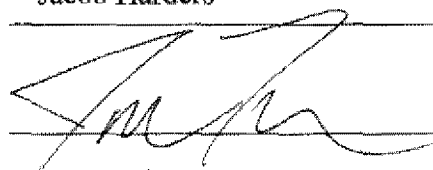
Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no." If yes, give person(s) name(s) and position(s) with your business.

YES: _____ NO: X

NAME(S)	POSITION(S)

FIRM NAME: H. G. Harders & Son, Inc.

BY (PRINTED): Jacob Harders

BY (SIGNATURE): 

TITLE: Secretary/Treasurer

ADDRESS: 5521 E. Hwy. 98, Panama City, FL. 32404

PHONE NO.: (850) 874-1500

E-MAIL : jharders@hgharders.com

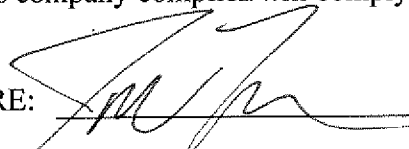
DATE: 09/28/20

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE: 09/28/20

SIGNATURE: 

COMPANY: H. G. Harders & Son, Inc.

NAME: Jacob Harders

ADDRESS: 5521 E. Hwy. 98

TITLE: Secretary/Treasurer

Panama City, FL. 32404

E-MAIL: jharders@hgharders.com

PHONE NO.: (850) 874-1500

CONE OF SILENCE

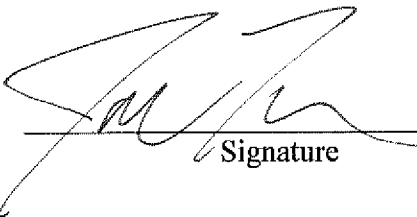
The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents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

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

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

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

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

I  representing H. G. Harders & Son, Inc.
Signature Company Name

On this 28th day of September 2020, I hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

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

H. G. Harders & Son, Inc.

Respondent's Company Name

5521 E. Hwy. 98, Panama City, FL. 32404

Physical Address

5521 E. Hwy. 98, Panama City, FL. 32404

Mailing Address

(850) 874-1500

Phone Number

(850) 960-4839

Cellular Number

09/28/20

Date



Authorized Signature – Manual

Jacob Harders

Authorized Signature – Typed

Secretary/Treasurer

Title

(850) 871-4669

FAX Number

(850) 960-4839

After-Hours Number(s)

jharders@hgharders.com

Email

COMPANY DATA

Respondent's Company Name: H. G. Harders & Son, Inc.

Physical Address & Phone #:

5521 E. Hwy. 98

Panama City, FL. 32404

(850) 874-1500

Contact Person (Typed-Printed): Jacob Harders

Phone #: (850) 874-1500

Cell #: (850) 960-4839

Email: jharders@hgharders.com

Federal ID or SS #: 59-0670218

Respondent's License #: CGC1509826

Respondent's DUNS #: 007865827

Fax #: (850) 871-4669

Emergency #'s After Hours,
Weekends & Holidays: (850) 960-4839

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:	<u>HARDERS, H G & SON INC</u>
Entity Address:	<u>5521 E. Highway 98, Panama City, FL. 32404</u>
Duns Number:	<u>007865827</u>
CAGE Code:	<u>0CV25</u>

ADDENDUM ACKNOWLEDGEMENT
RFP TDD 73-20

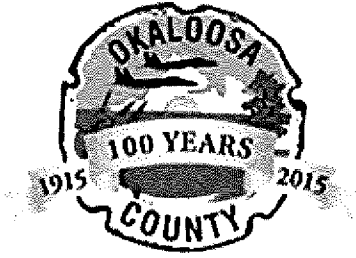
Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

ADDENDUM NO.

DATE

ADDENDUM NO.	DATE
1	9/15/20
2	9/21/20

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.



ADDENDUM 1

September 15, 2020

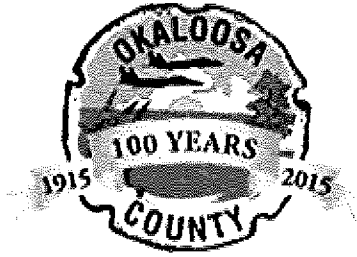
ITB TDD 73-20

Artificial Reef Transportation & Deployment

This addendum is hereby made a part of the Contract Documents and Specifications of the above referenced project. All other requirements of the original Contract Documents and Specifications shall remain effective in their respective order.

The purpose of Addendum 1 is to set forth changes and/or provide additional information as referenced herein. This extension is necessary because of Hurricane Sally.

The Invitation to Bid Question Deadline has been extended until September 18, 2020 at 3:00 P.M. CST. and the Opening Date & Time has changed to September 28, 2020 at 3:00 P.M. C.S.T.



ADDENDUM 2
September 21, 2020

ITB TDD 73-20
Artificial Reef Transportation & Deployment

The purpose of Addendum 2 is to respond to questions (including photos) from potential vendors and to revise the proposed Time Schedule, due to storm delay in RFP process.

- 1) **Would you consider adjusting the deployment timeline? Perhaps a 60 day flexible notice to proceed with a 90 day completion time, per trip?** The selected contractor(s) will have 90 days from the notice to proceed to complete the deployment. A notice to proceed is issued when an adequate quantity of material is available for pickup from the County's staging area. Close communication with the selected contractor(s) will be necessary to ensure project timelines are met.
- 2) **What is the available budget for this work?** The available budget varies by year and a set budget is not available at this time. We are expecting a \$500,000 reef budget this coming FY but that is to be used on all reef project from vessel deployments, grant match, secondary use...etc.
- 3) **Have any reef materials been set aside and stockpiled for this project? If so, how much volume?** Yes, we have a few hundred thousand pounds of material at our staging area. The County receives donated material on a regular basis. Please provide us the cost to deploy a barge load of materials as needed.
- 4) **Will you provide pictures of the proposed material?** I attached photos of some of the material that we have currently. Again, it will vary based on what is donated/received. **(See attached photos).**
- 5) **When would the first deployment be expected?** The first deployment will be after January 1, 2021.
- 6) **Regarding deployment, are anchors necessary if the deployment vessel is capable of maintaining its position during deployment?** Based on past deployments that didn't use an anchoring system and the subsequent deployment of the material being spread over a larger than desired area; anchors or dynamic positioning technology are the only methods that will be considered. Simply "holding" over a location is not accurate enough for this project.
- 7) **Would Okaloosa County consider staging materials at a contractor provided waterfront loading yard (loading yard located +/- 100 miles from Okaloosa County, FL)? If so, would the County bring materials to the yard at the County's expense?** The County will consider transporting or directing transport of future donated materials to the selected contractor(s) staging area. The current materials staged in the County staging area will not be relocated using county funds. We encourage potential contractors to coordinate with local waterside loading areas to reduce transportation distance. Additionally, donors likely will not be interested in covering the cost of transporting donated materials 100 miles away. If their costs are too high, they will look for other avenues besides reefing.

REVISED TIME SCHEDULE (ALL TIMES ARE TENTATIVE)

ACTIVITY	DATE (subject to change)
Issue RFP for 21 days	17 August 2020
Questions from potential proposers due	18 September 2020
Issue Addendum (if necessary)	21 September 2020
Proposal Response Due	28 September 2020
Review Committee Meeting	13 October 2020
Intent to Award	16 October 2020
Board Approval by (if needed)	03 November 2020

The Opening Date & Time remains September 28, 2020 at 3:00 P.M. C.S.T.

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.

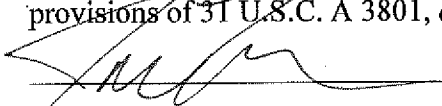
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, H. G. Harders & Son, Inc., 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
Jacob Harders, Secretary/Treasurer Name and Title of Contractor's Authorized Official
09/28/20 Date

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.

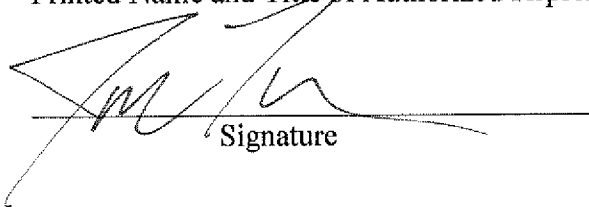
**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING
CERTIFICATION]**

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

Printed Name and Title of Authorized Representative

Jacob Harders, Secretary/Treasurer



Signature

9/28/20
Date

LIST OF REFERENCES

1. Owner's Name and Address: WESTROCK,
One S. Everitt Ave., Panama City, FL. 32401

Contact Person: Benny Raffield Telephone # (850) 691-0051
Email: benny.raffield@westrock.com

2. Owner's Name and Address: South Walton Utility Co., Inc.
369 Miramar Beach Drive, Miramar Beach, FL. 32550

Contact Person: Alicia Keeter Telephone # (850) 837-2988
Email: aak@swuci.org

3. Owner's Name and Address: Florida Dept. of Environmental Protection
3900 Commonwealth Blvd., MS 240, Tallahassee, FL. 32399

Contact Person: Jim Oskowis or Pearce B. Telephone # (850) 245-2147
Email: Jim.Oskowis@dep.state.fl.us

4. Owner's Name and Address: City of Mexico Beach
114 N. 22nd St., Mexico Beach, FL. 32410

Contact Person: Philip Hall Telephone # (850) 527-3087
Email: p.hall@mexicobeachgov.com

5. Owner's Name and Address: Audubon Florida
308 N. Monroe St., Tallahassee, FL. 32301

Contract Person: Caroline Stahala or Adrienne Telephone # (850) 222-2473
Email: cstahala@audubon.org

**ARTIFICIAL REEF TRANSPORTATION & DEPLOYMENT SERVICES
RFP TDD 73-20
RANKING SHEET**

VENDORS

RANKING CRITERIA			
Schedule of Operations – 0 – 30 Points			
Available Deployment Resources 0 – 30 Points			
Experience and Understanding 0 – 20 Points			
Cost 0 – 20 Points			
TOTAL POSSIBLE – 100 PTS			

COMMITTEE MEMBER: _____

DATE: _____

SIGNATURE: _____

Exhibit "B"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

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

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;

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

- i. Enrollment in the E-Verify program; or
- ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
- ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

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

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

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

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

- (2) Has a value of more than \$3,500; and
 - (3) Includes work performed in the United States.
-

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

DATE: 09/28/20

SIGNATURE: 

COMPANY: H. G. Harders & Son, Inc.

NAME: Jacob Harders

ADDRESS: 5521 E. Hwy. 98

TITLE: Secretary/Treasurer

Panama City, FL. 32404

E-MAIL: jharders@hgharders.com

PHONE NO.: (850) 874-1500

EXHIBIT C
GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

Either this solicitation is fully or partially Grant funded. Respondents shall comply with the clauses as enumerated below.

- 1.e **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D) All contractors entering into Federale funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Druge Free Workplace Act of 1988.e
- 2.e **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements,e cost principles, and audit requirements for federal awards.e
- 3.e **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to thee County or pass-through entity in accordance with applicable Federal policy.e
- 4.e **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law e involving fraud, bribery, or gratuity violations potentially affecting the Federal award.e
- 5.e **Utilization of Minority and Women Firms (M/WBE):** The contractor must take all necessarye 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,e prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractore shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/ore subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:e

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

- 6.e **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may note discriminate against any employee or applicant for employment because of age, race, color, creed, sex,e disability or national origin. The contractor agrees to take affirmative action to ensure that applicantse are employed and that employees are treated during employment without regard to their age, race, color,e creed, sex, disability or national origin. Such action shall include but not be limited to the following:e employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of e pay or other forms of compensation and selection for training including apprenticeship.e
- 7.e **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of e the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages toe 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 e once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of thee 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.e

- 8.e **Copeland Anti Kick Back Act:** If applicable to this contract, contractors 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 contract. Contractors 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 hee or she is otherwise entitled.e
- 9.e **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, alle contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must bee in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29e CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages ofe every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of thee standard work week is permissible provided that the worker is compensated at a rate of not less thane one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.e The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer ore mechanic must be required to work in surroundings or under working conditions which are unsanitary,e hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials ore articles ordinarily available on the open market, or contracts for transportation or transmission ofe intelligence.e
- 10.e**Clean Air Act (42 U.S.C. 7401–7671q.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): as amended—The Contractor agrees to comply with all applicable standards, orders ore regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Watere Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federalee awarding agency and the Regional Office of the Environmental Protection Agency (EPA).e
- 11.e**Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR e 180.220) must not be made to parties listed on the government wide exclusions in the System for Awarde Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executivee Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235),e “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, ore otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatorye authority other than Executive Order 12549. The contractor shall certify compliance. The bidder ore proposer further agrees to include a provision requiring such compliance in its lower tier coverede transactions and subcontracts.e
- 12.e**Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors that apply or bid for an awarde 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 ore attempting to influence an officer or employee of any agency, a member of Congress, officer ore employee of Congress, or an employee of a member of Congress in connection with obtaining anye Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose anye lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Suche disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certifie compliance.e
- 13.e**Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets thee definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishese to enter into a contract with a small business firm or nonprofit organization regarding the substitutione of parties, assignment or performance of experimental, developmental, or research work under thate “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Parte 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Undere

Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

14. **Procurement of Recovered Materials:** Contractors 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.

15. **Access to Records and Reports:**

Contractor 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.

16. **Record Retention:**

Contractor 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.

17. **Federal Changes:** Contractor 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 the contract.

18. **Termination for Default (Breach or Cause):**

Contracts in excess of \$10,000 – 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.

19. **Safeguarding Personal Identifiable Information**

Contractor 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.

20. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.

21. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.
22. **Disputes:** Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, the parties shall proceed diligently with the performance of this Agreement in accordance with the decision of the County. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.
23. **Energy Policy and Conservation Act (43 U.S.C. §6201)**
 All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

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

DATE: 5/21/21

SIGNATURE: 

COMPANY: H.G. HARDERS & SON, INC.

NAME: JACOB HARDERS

ADDRESS: 5521 EAST HWY 98
PANAMA CITY, FL 32404

TITLE: SECRETARY - TREASURER

E-MAIL: jharders@hgharders.com

PHONE NO.: 850-874-1500

take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- e Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);e
- e Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.)e

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

E-VERIFYe

Enrollment and verification requirements.

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

(7) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of

a. All new employees.

i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

(8) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(9) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

i. Enrollment in the E-Verify program; or

ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(10) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

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

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

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

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

- (d)e Whose employment eligibility was previously verified by the Contractor through the E-Verify program;e
- (e)e Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; ore
- (f)e Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12.e Policy for a Common Identification Standard for Federal Employees and Contractors.e

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

- (4)eIs for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item);e or (ii) Construction;e
- (5)eHas a value of more than \$3,500; ande
- (6)eIncludes work performed in the United States.e

PROPOSAL SHEET
RFP TDD 73-20
ARTIFICIAL REEF TRANSPORTATION & DEPLOYMENT SERVICES

Contractor Name: H.G. HARDERS & SON, INC.

Maximum dimension capacity of individual material: ≈ 10 FT LONG x 6 FT WIDE x 6 FT HIGH

Maximum weight of individual material: ≈ 10,000 LBS

Maximum barge capacity (weight): ≈ 200 TONS

Price Per loaded barge load (includes transportation from staging area) deployed: \$101,542

* THIS PROPOSAL IS BASED ON DEPLOYING REEF MATERIALS WITHIN A 15 MILE RADIUS OF EAST PASS- DESTIN, FL.

ATTACHMENT A – SCHEDULE OF OPERATIONS

In order to conduct a safe and effective reef deployment trip it is essential that we operate during a calm weather window (1ft seas or less). Therefore, weather is the ultimate factor dictating the schedule of the reef deployment operation.

VESSEL LOADING AND MOBILIZATION (50 days)

Upon Notice to Proceed, we will make arrangements to load and transport materials from the Okaloosa County, FL staging yard to our Panama City, FL loading yard (45-day completion). Materials will be loaded onto the deployment barge in Panama City, FL. Upon loading of the deployment barge, the barge will be mobilized to Destin, FL to await deployment. Barge transportation to Destin, FL will be completed within a 5-day timeframe. Upon mobilizing to Destin, FL, the deployment barge will standby to await a calm weather window for the deployment trip.

DEPLOYMENT (1 day – weather dependent)

Given a calm weather window (1ft seas or less), we estimate one “sea day” to deploy the reef materials at one designated reef site within a 15-mile radius from Destin, FL East Pass. A “sea day” consists of one deployment round trip from the Destin, FL East Pass to the reef site, and back to Destin, FL East Pass (we would not stay overnight in the gulf). Historically, within a two to three-week time window, we should see favorable weather conditions that will allow for the reef deployment.

SCHEDULE SUMMARY (90 DAY COMPLETION)

In the event that H. G. Harders & Son, Inc. is chosen to construct this artificial reef project, we propose to complete our scope of work within 90 days per “barge load” NTP. The following is a tentative schedule breakdown:

- ✓ Coordination, planning, & barge loading: 50 days
- ✓ Deployment: 1 day (40-day flexible deployment based on weather & availability)

STEPS

- 1) Mobilize land loading equipment to Okaloosa County yard.
- 2) Load & truck materials to Harders yard.
- 3) Load deployment barge.
- 4) Mobilize deployment barge to Destin, FL East Pass.
- 5) Make deployment trip (one reef site, with 15 miles of East Pass – Destin, FL).
- 6) Demobilize all equipment.



ATTACHMENT A – SCHEDULE OF OPERATIONS

REEF MATERIAL TRANSPORTATION & SECURING

UPON BARGE LOADING AT HARDERS YARD, THE BARGE WILL TRANSIT CALM INLAND WATERS TO DESTIN, FL EAST PASS. THE REEF DEPLOYMENT SHALL BE CONDUCTED DURING CALM CONDITIONS (SEAS 1 FT OR LESS). GIVEN THE HEAVY WEIGHT OF THE REEF MATERIALS AND THE EXPECTED CALM CONDITIONS, MATERIAL TIE DOWN STRAPS ARE NOT ANTICIPATED.

VESSEL/BARGE POSITIONING DURING DEPLOYMENT

ONCE ONSITE, THE MODEL BOW TUGBOAT WILL BE SECURED TO THE DEPLOYMENT BARGE IN ORDER TO MAINTAIN POSITION ON EACH MODULE PLACEMENT LOCATION. THIS STATIONING WILL BE ACHIEVED THROUGH THE FOLLOWING:

- 1) USE OF THE TUGBOATS TWIN ENGINES & GPS POSITIONING.
- 2) VISUAL REFERENCE – MARKER BOUY(S).
- 4) STAYING IN TUNE WITH CHANGING WIND & TIDE CONDITIONS.
- 5) GPS VERIFICATION FROM THE MONITORING VESSEL.
 - ✓ MONITORING VESSEL TO VERIFY BUOY PLACEMENT PRIOR TO DEPLOYMENTS.
 - ✓ MONITORING VESSEL TO GUIDE BARGE/TUG OPERATOR TO REEF BUOY.
 - ✓ MONITORING VESSEL TO INSTRUCT LOADER OPERATOR TO DEPLOY REEF MATERIAL AT DESIGNATED LOCATIONS.

LIFTING & DEPLOYMENT MECHANISM

REEF MATERIALS SHALL BE RELEASED FROM THE DEPLOYMENT BARGE VIA PUSHING OR DROPPING FROM A BARGE MOUNTED FRONT END LOADER (MATERIAL WILL NOT BE SET ON THE BOTTOM VIA CRANE). THERE WILL BE NO LIFTING LINES OR STRAPS ASSOCIATED WITH THE DEPLOYMENT. THE DEPLOYMENT WILL BE ACHIEVED THROUGH THE FOLLOWING:

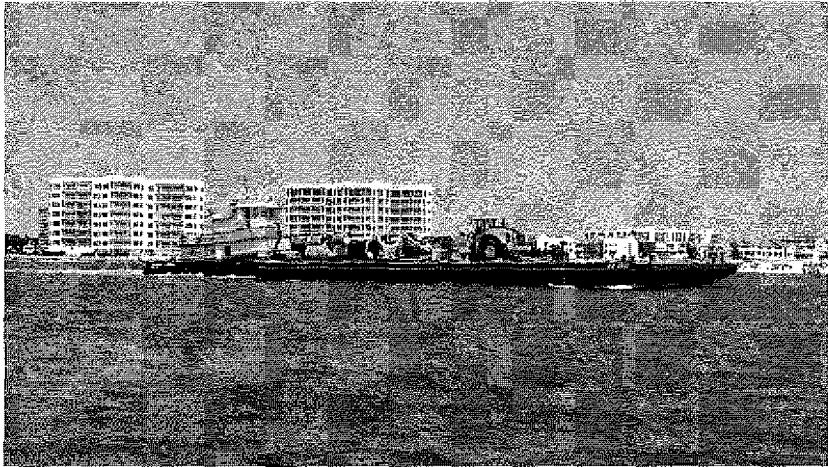
- 1) ALL MATERIAL SPECIFICALLY LAID OUT ON BARGE DECK FOR FRONT END LOADER ACCESS.
- 2) MATERIAL TO BE LIFTED WITH FRONT END LOADER FORKS.
- 3) MATERIAL TO BE TRANSPORTED TO EDGE OF BARGE WITH FRONT END LOADER.
- 4) MATERIAL TO BE RELEASED BY FRONT END LOADER UPON THE SIGNAL FROM THE MONITORING VESSEL.



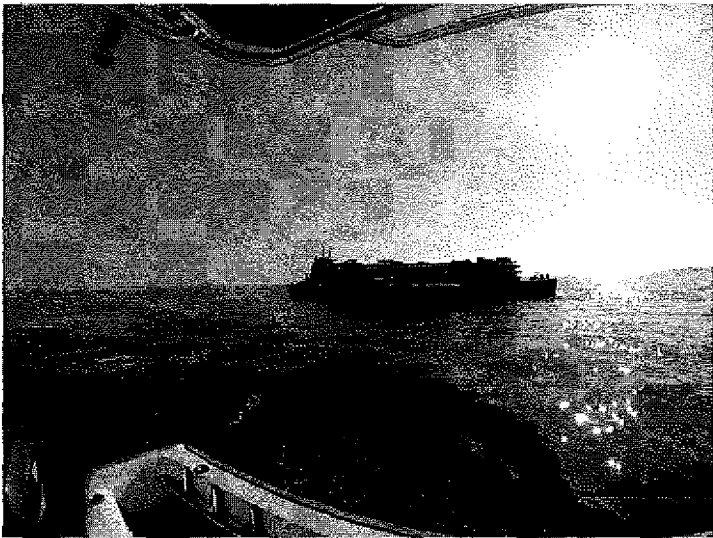
ATTACHMENT B – DEPLOYMENT RESOURCES

BACKGROUND

H. G. Harders & Son, Inc. owns, operates, and maintains a diverse fleet of specialized marine equipment that is intended for the marine loading, marine transportation, and final deployment of reef materials off the Destin, FL coast. H. G. Harders & son, Inc. equipment is properly documented with the United States Coast Guard, and all operators are properly licensed accordingly.



(Above) H. G. Harders & Son, Inc. – 2017 Okaloosa County, FL Reef Deployment



(Above) H. G. Harders & Son, Inc. – 2017 Okaloosa County, FL Reef Deployment



EQUIPMENT SPECIFICATIONS

The equipment utilized as part of this deployment (RFP TDD 73-20) will be specifically tailored to the material being deployed and the availability of the equipment during the designated deployment window. The equipment will be sized accordingly to handle secondary use materials such as 6' x 4' 7-ton concrete cylinders, 5' x 3' x 1' flat concrete slabs, and 500 – 5,000lb heavy steel structures such as chicken transport devices and concrete mixers. Potential equipment resources include the following:

1) Land Loading & Transportation:

- ✓ 30 ton RT Hydraulic Crane
- ✓ 225 ton Lattice Boom Crane
- ✓ Excavator
- ✓ Front-end Loader
- ✓ Dual Axle Dump Truck
- ✓ Tri Axle Dump Truck
- ✓ Flat Bed Truck and Trailer

2) Marine Transportation & Deployment:

- ✓ Tugboat = 900 HP, 55 FT Model Bow Tugboat
- ✓ Deployment Monitoring Vessel = 200 HP Center Console
- ✓ Barge = 120 FT x 45 FT (Minimum Size Footprint, 200-400 ton capacity)
- ✓ Front-end Loader (10,000 – 20,000 lb capacity)

3) GPS Specifications:

- ✓ Tugboat & monitoring vessel to be equipped with marine GPS and VHF radio.
- ✓ Deployment location to be marked and verified with substantial concrete anchored buoy(s).
- ✓ Deployment vessel will establish a securely held position on the marking buoy and reef materials will be deployed accordingly. All deployment drops are to be governed by the monitoring vessel in close VHF radio communication with the deployment tugboat and barge deck crew. Deployment vessel will reset on the marking buoy as needed to maintain proper material placement. Materials shall be place in high concentration to the marked center, within a 75ft radius from the center.



ATTACHMENT B – DEPLOYMENT RESOURCES

QUANTITY OF REEF MATERIAL FOR DEPLOYMENT

The reef materials associated with RFP TDD 73-20 have been defined as secondary use materials such as 6' x 4' 7-ton concrete cylinders, 5' x 3' x 1' flat concrete slabs, and 500 – 5,000lb heavy steel structures such as chicken transport devices and concrete mixers. This material is provided by Okaloosa County, FL and has not been specifically identified in terms of exact measurements, weights, material make-up, and/or quantity.

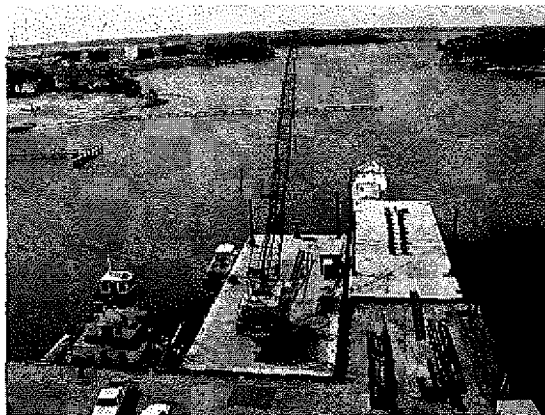
Based on previous experience, we believe a barge load of the described material could yield a deployment of 200-400 tons per barge load. The actual barge load deployment quantity will be dependent of the weight per volume of material supplied. H. G. Harders & Son, Inc. proposes to review the available materials and make recommendations so that the amount of material deployed per barge load can be maximized. The scope and size of each deployment will be based on the safe working capacities of the proposed deployment equipment.

LOADING & INSPECTION YARD

The timeline of this project is uncertain at this point. In order to guarantee loading access, we propose to utilize our waterfront yard located at:

H. G. Harders & Son, Inc. Fleet
115 Maine Ave.
Panama City, FL 32401

This yard is fully accessible and capable of complete barge load outs of any scale.



(Above) H. G. Harders & Son, Inc. Waterfront Loading Yard



ATTACHMENT C – EXPERIENCE & UNDERSTANDING

REEF REFERENCES:

CONCRETE REEF MODULE FABRICATION & DEPLOYMENT – JULY 2019

DESCRIPTION: FABRICATE & DEPLOY CONCRETE REEF MODULES ~12 MILES SOUTH OF PANAMA CITY, FL PASS (5 EA – 16.5’ “LARGE TETRAHEDRONS”, 12 EA – REEF BALL UNITS).

COMPLETE: JULY 2019

COST: \$95,000

CONTACT: CLAYTON SYFRETT
BAY COUNTY ARTIFICIAL REEF ASSOCIATION (BCARA)
csyfrett@sdf-law.com
850-832-2542

HOPPER BARGE DEPLOYMENT – JULY 2018

DESCRIPTION: PREPARE & DEPLOY 35’ X 97.5’ STEEL HOPPER BARGE ~ 32 MILES SOUTH OF PANAMA CITY, FL PASS.

COMPLETE: JULY 2018

COST: \$20,000

CONTACT: CLAYTON SYFRETT
BAY COUNTY ARTIFICIAL REEF ASSOCIATION (BCARA)
csyfrett@sdf-law.com
850-832-2542

CONCRETE MATERIALS DEPLOYMENT – SEPTEMBER 2017

DESCRIPTION: HANDLE, HAUL, & DEPLOY ~763 TONS OF SURPLUS CONCRETE MATERIALS TO FISH HAVEN 15 & 16 ~ 10-16 MILES WEST OF THE DESTIN, FL “EAST PASS”.

COMPLETE: SEPTEMBER 2017

COST: \$189,500

CONTACT: DUNCAN GREER
TAYLOR ENGINEERING
dgreer@taylorengeering.com
850-460-7040



ATTACHMENT C – EXPERIENCE & UNDERSTANDING

OTHER REFERENCES:

INDIAN CREEK PARK BOAT RAMP CONSTRUCTION – JULY 2018

DESCRIPTION: CONSTRUCT STEEL SHEET PILE WALL WITH CONCRETE CAP, CONCRETE PRE-STRESS BOAT RAMP, CONCRETE APPROACH SLAB, MISC. CONCRETE SIDEWALK & PARKING SPOT, RIP RAP, FLOATING DOCK & GANGWAY.

COMPLETE: JULY 2018

COST: \$554,519

CONTACT: JIM OSKOWIS
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
Jim.Oskowis@dep.state.fl.us
850-245-2147

INSTALL PROTECTIVE MATTING OVER SUBAQUEOUS PIPELINE – OCT. 2016

DESCRIPTION: INSTALL PROTECTIVE #57 STONE AND ACB CONCRETE MATS OVER 1,600 LFT SUBAQUEOUS PIPELINE.

COMPLETE: OCTOBER 2016

COST: \$700,000

CONTACT: BENNY RAFFIELD
WESTROCK
benny.raffield@westrock.com
850-691-0051

INSTALL SUBAQUEOUS PIPELINE – APRIL 2013

DESCRIPTION: INSTALL ~3 MILES OF 36" DIA. HDPE SUBAQUEOUS POTABLE WATER PIPELINE WITH CONCRETE ANCHORS ACROSS CHOCTAWHATCHEE BAY.

COMPLETE: APRIL 2013

COST: \$7,000,000

CONTACT: ALICIA KEETER
SOUTH WALTON UTILITY CO, INC.
aak@swuci.org
850-837-2988



ATTACHMENT C – EXPERIENCE & UNDERSTANDING

BRIEF HISTORY:

H. G. HARDERS & SON, INC. IS A LICENSED GENERAL CONTRACTING FRIM THAT HAS SPECIALIZED IN HEAVY MARINE CONSTRUCTION OF ALL TYPES SINCE 1952 (68 YEARS). OUR PORTFOLIO INCLUDES MARINE CONSTRUCTION OF ALL FORMS, BOTH ABOVE AND BELOW THE WATER, WITH SINGLE PROJECT VALUES RANGING IN SIZE FROM THOUSANDS OF DOLLARS TO MULTI-MILLION DOLLAR PROJECTS.



MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Benjamin Powell; Fitzhugh K Powell Jr; Robert T Theus; Susan W Jordan

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

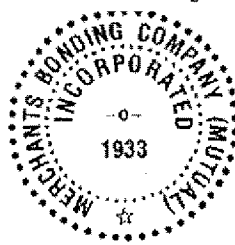
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, It is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.

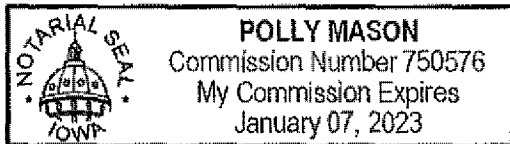


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

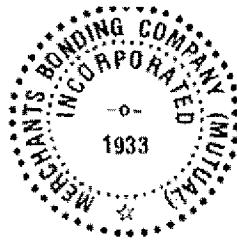
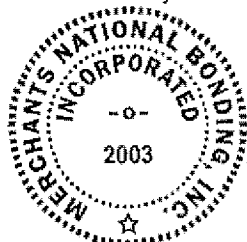


Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28th day of September, 2020.



William Warner Jr.
Secretary

SECTION C-430

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

H.G. Harders & Son, Inc
5521 East Highway 98
Panama City FL 32404

SURETY (Name, and Address of Principal Place of Business):

Merchants National Bonding Inc
PO Box 14468
Des Moines IA 50362

OWNER (Name and Address):

Okaloosa County Board of County Commissioners
1804 Lewis Turner Boulevard
Fort Walton Beach, FL 32547

BID

Bid Due Date: 9/28/2020
Artificial Reef Transportation & Deployment" ITB TDD 73-20

BOND

Bond Number: Bid

Date: 9/28/2020

Penal sum Five Percent of Bid Amount \$ 5%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

H.G. Harders & Son, Inc (Seal)


Bidder's Name and Corporate Seal

SURETY

Merchants National Bonding Inc (Seal)

Surety's Name and Corporate Seal

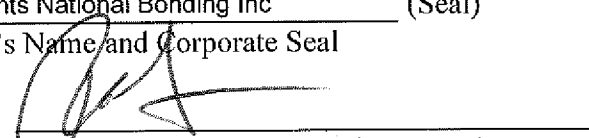
By:


Signature

JACOB HARDERS
Print Name

SECRETARY - TREASURER
Title


By:


Signature (Attach Power of Attorney)

Robert T. Theus
Print Name

Attorney in Fact
Title

Attest:


Signature
Title VP

Attest:

Annette Evans
Signature Annette Evans
Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators,

successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

This obligation shall be null and void if:

Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

All Bids are rejected by Owner, or

Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**Attachment “B”
Insurance Requirements**

GENERAL SERVICES INSURANCE REQUIREMENTS – w/Watercraft Liability

REVISED: 05/22/20

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
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 Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contact
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 State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

WATERCRAFT LIABILITY INSURANCE

1. The Contractor shall carry Watercraft Liability insurance against all claims for Bodily Injury, Property Damage caused by the Contractor.
2. Contractor shall agree to keep in continuous force Watercraft Liability coverage for the length of the contract.

PORT RISK INSURANCE

The vessel's that are in storage or not in use for more that 30-days. This insurance would be purchased by the vessel owner if they choose to purchase it. It is not a requirement for our insurance purposes.

JONES ACT INSURANCE

The Jones Act provides coverage (workers compensation) to seamen who work aboard vessels. Most employees who work aboard ships, tugs, fishing boats etc. will be considered Jones Act seamen.

LONGSHORE HARBOR WORKERS COMPENSATION ACT (LHWCA)

Provides workers compensation to workers (other than crew members of a vessel) injured on or upon the navigable waters of the US, wharf, dry dock, terminal, building way, etc. Workers covered under the Act meet two guidelines that have been established through case law, status and situation.

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>LIMIT</u>
1. Workers' 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. Watercraft Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage
	\$1,000,000 each occurrence Products and completed operations

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

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.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the project name and number and evidencing all required coverage must be submitted no less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
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 to the County. 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.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
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. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

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

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

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

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

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

EXCESS/UMBRELLA INSURANCE

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

Attachment "C"
Civil Rights Clauses

Attachment “C”

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

Attachment "D"
Scrutinized Contractors Certificate

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, 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: 09/28/20

COMPANY: H. G. Harders & Son, Inc.e

ADDRESS: 5521 E. Hwy. 98
Panama City, FL. 32404

PHONE NO.: (850) 874-1500

SIGNATURE: 

NAME: Jacob Harders
(Typed or Printed)

TITLE: Secretary/Treasurer

E-MAIL: jharders@hgharders.com

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: 021-3083-TDD Tracking Number: 4091-20

Procurement/Contractor/Lessee Name: HB Harders + Son Grant Funded: YES ___ NO

Purpose: Artificial Reef Transportation + Deployment

Date/Term: 3yr + 2 yr renewals 1. GREATER THAN \$100,000

Department #: 1175 2. GREATER THAN \$50,000

Account #: 563753 3. \$50,000 OR LESS

Amount: Variable

Department: TDD Dept. Monitor Name: Adams

Purchasing Review

Procurement or Contract/Lease requirements are met:

Authentic Date: 4/29/2021

Purchasing Manager or Designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: _____ Grant Name: _____

_____ Date: _____

Grants Coordinator

Risk Management Review

Approved as written: _____

See email attached Date: 4/29/2021

_____ Lisa Price

Risk Manager or designee

County Attorney Review

Approved as written: _____

see email attached Date: 4/22/21

_____ Lynn Hoshihara, Kerry Parsons or Designee

County Attorney

Department Funding Review

Approved as written: _____

_____ Date: _____

IT Review (if applicable)

Approved as written: _____

_____ Date: _____

Angela Etheridge

From: Lisa Price
Sent: Thursday, April 29, 2021 9:42 AM
To: Angela Etheridge
Subject: RE: RFP TDD 73-20

This is approved for insurance purposes by Risk Mangement.

Lisa Price
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



"Kindness is the language which the deaf can hear and the blind can see"
Mark Twain

For all things Wellness please visit:
<http://www.myokaloosa.com/wellness>

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

From: Angela Etheridge <aetheridge@myokaloosa.com>
Sent: Thursday, April 29, 2021 7:42 AM
To: Lisa Price <lprice@myokaloosa.com>
Subject: RFP TDD 73-20

Lisa,

Please review the contract attached. The COI is just before Attachment B. Thanks.

Angela Etheridge
Contracts & Leases Coordinator
Okaloosa County BOCC
Office – (850) 689-5960

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.

Angela Etheridge

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Thursday, April 22, 2021 3:54 PM
To: Angela Etheridge
Cc: Lynn Hoshihara
Subject: RE: RFP TDD 73-20

The above referenced agreement with Harders is approved for legal sufficiency.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
kparsons@ngn-tally.com

The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!

From: Angela Etheridge <aetheridge@myokaloosa.com>
Sent: Thursday, April 22, 2021 4:39 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: RFP TDD 73-20

Please review the attached contract for approval or suggestions. Tks.

Angela Etheridge

Contracts & Leases Coordinator
Okaloosa County BOCC
Office – (850) 689-5960

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.

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

SAM Search Results
List of records matching your search for :

Record Status: Active
CAGE Code: 0CV25

ENTITY HARDERS, H G & SON INC

Status: Active

DUNS: 007865827

+4:

CAGE Code: 0CV25

DoDAAC:

Expiration Date: 08/13/2021

Has Active Exclusion?: No

Debt Subject to Offset?: No

Address: 5521 E HIGHWAY 98

City: PANAMA CITY

State/Province: FLORIDA

ZIP Code: 32404-7225

Country: UNITED STATES

2021 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 168434

Entity Name: H.G. HARDERS & SON, INC.

Current Principal Place of Business:

5521 E HWY 98
PANAMA CITY, FL 32404

Current Mailing Address:

5521 E HWY 98
PANAMA CITY, FL 32404

FEI Number: 59-0670218

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

HARDERS, HOLTON H
5521 EAST HWY 98
PANAMA CITY, FL 32404 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	PD	Title	VPGM
Name	HARDERS, HOLTON H.	Name	CRITTENDEN, WILLIAM H
Address	5521 E HWY 98	Address	5521 E HWY 98
City-State-Zip:	PANAMA CITY FL 32404	City-State-Zip:	PANAMA CITY FL 32404

Title SEC/TREASURER
Name HARDERS, JACOB
Address 5521 E HWY 98
City-State-Zip: PANAMA CITY FL 32404

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: HOLTON H HARDERS

PRESIDENT

04/07/2021

Electronic Signature of Signing Officer/Director Detail

Date

CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY)
4/28/2021


PRODUCER Marine & Industrial Insurance Brokers 19009 State Hwy 181 Fairhope, AL 36532	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. <p align="center">COMPANIES AFFORDING COVERAGE</p> COMPANY A THE GRAY INSURANCE COMPANY
---	---

INSURED H. G. Harders & Son, Inc. 5521 East Highway 98 Panama City, FL 32404	COMPANY B COMPANY C COMPANY D
--	-------------------------------------

COVERAGES
 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	XSGL-074384	10/1/2018	10/1/2021	GENERAL AGGREGATE \$3,000,000.00
					PRODUCTS - COMP/OP AGG \$3,000,000.00
					PERSONAL & ADV INJURY \$1,000,000.00
					EACH OCCURRENCE \$1,000,000.00
					FIRE DAMAGE (Any one fire) \$50,000.00
					MED EXP (Any one person) \$5,000.00
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	XSAL-075378	10/1/2018	10/1/2021	COMBINED SINGLE LIMIT \$1,000,000.00
					BODILY INJURY (Per person)
					BODILY INJURY (Per accident)
					PROPERTY DAMAGE
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT
					OTHER THAN AUTO ONLY
					EACH ACCIDENT
A	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	GXS-043630	10/1/2020	10/1/2021	EACH OCCURRENCE \$4,000,000.00
					AGGREGATE \$4,000,000.00
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	GWC-071107-FL3	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH ER
					EL EACH ACCIDENT \$1,000,000.00
					EL DISEASE - POLICY LIMIT \$1,000,000.00
					EL DISEASE - EA EMPLOYEE \$1,000,000.00
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above Insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.

CERTIFICATE HOLDER 2389#77 Okaloosa County BOCC 5479-A Old Bethel Rd. Crestview, FL 32536	CANCELLATION In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder. AUTHORIZED REPRESENTATIVE  THE GRAY INSURANCE COMPANY
--	--