

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/28/2022

Contract/Lease Control #: C22-3248-WS

Procurement#: RFQ WS 46-22

Contract/Lease Type: AGREEMENT

Award To/Lessee: POLY, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2022

Expiration Date: 09/30/2025 W/2 1 YR RENEWALS

Description of: GENERAL ENG SERVICES FOR WS

Department: WS

Department Monitor: LITRELL

Monitor's Telephone #: 850-651-7172

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

Closed:

Cc: BCC RECORDS

PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET

C22-3248-WS

Procurement/Contract/Lease Number: 4622 Tracking Number: 4924-22  
 Procurement/Contractor/Lessee Name: Poly Grant Funded: YES \_\_\_ NO X  
 Purpose: Gen Eng Services WS  
 Date/Term: 3yrs w/ 2lyc renewals 1.  GREATER THAN \$100,000  
 Department #: \_\_\_\_\_ 2.  GREATER THAN \$50,000  
 Account #: VARIOUS 3.  \$50,000 OR LESS  
 Amount: \_\_\_\_\_  
 Department: WS Dept. Monitor Name: Lethele

**Purchasing Review**  
 Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 9-9-22  
 Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

**2CFR Compliance Review (if required)**  
 Approved as written: no Federal Inv Grant Name: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_  
 Grants Coordinator Suzanne Ulloa

**Risk Management Review**  
 Approved as written: see email attached 8-11-22 Date: \_\_\_\_\_  
 \_\_\_\_\_ Kristina LoFria

**County Attorney Review**  
 Approved as written: see email attached 9-9-22 Date: \_\_\_\_\_  
 \_\_\_\_\_ Lynn Hoshinara, Kerry Parsons or Designee

**Department Funding Review**  
 Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**  
 Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Friday, September 9, 2022 12:52 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: 46-22 remaining agreements-Urgent

These are approved for legal purposes.

**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](mailto:Kparsons@ngn-tally.com)

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Friday, September 9, 2022 1:48 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** lhoshihara@myokaloosa.com  
**Subject:** 46-22 remaining agreements-Urgent  
**Importance:** High

Ladies,

Here are the final four agreements that go with the Ardurra one that was just approved.  
Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP  
Senior Contracts and Lease Coordinator  
Okaloosa County Purchasing Department

## DeRita Mason

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**From:** Kristina LoFria  
**Sent:** Thursday, August 11, 2022 1:59 PM  
**To:** DeRita Mason  
**Subject:** RE: . . . . 46-22

DeRita,

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

Thank You

*Kristy LoFria*

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



For all things Wellness please visit:

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

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

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

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.



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

## Detail by FEI/EIN Number

Foreign Profit Corporation  
POLY, INC. OF ALABAMA

### Cross Reference Name

POLY, INC.

### Filing Information

<b>Document Number</b>	856246
<b>FEI/EIN Number</b>	63-0779072
<b>Date Filed</b>	04/25/1983
<b>State</b>	AL
<b>Status</b>	ACTIVE
<b>Last Event</b>	NAME CHANGE AMENDMENT
<b>Event Date Filed</b>	07/10/2017
<b>Event Effective Date</b>	NONE

### Principal Address

1935 HEADLAND AVE.  
DOTHAN, AL 36303

Changed: 02/15/2011

### Mailing Address

P.O. BOX 837  
DOTHAN, AL 36302

Changed: 02/15/2011

### Registered Agent Name & Address

Evans, Michael  
102 Sunset Lane  
SHALIMAR, FL 32579

Name Changed: 03/17/2017

Address Changed: 05/03/2016

### Officer/Director Detail

#### **Name & Address**

Title President, Director

BRADLEY, BRUCE A  
223 Robert E. Lee Way  
Eufaula, AL 36027

Title VP, Director, Chairman

MORGAN, C.GLENN  
6686 COUNTY ROAD 99  
NEWVILLE, AL 36353

Title Director

BRANNON, JAMES R  
1128 B.J. MIXON ROAD  
COTTONWOOD, AL 36320

Title Treasurer, Secretary, Director

Sanders, Kenneth  
304 Orchard Circle  
Dothan, AL 36305

Title DIRECTOR

EVANS, MICHAEL C  
296 BRIARWOOD CIRCLE NW  
FT. WALTON BEACH, FL 32548

Title VP, Architecture

Wilks, Clayton M  
P.O. BOX 837  
DOTHAN, AL 36302

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2020	02/03/2020
2021	01/11/2021
2022	03/09/2022

**Document Images**

<a href="#">03/09/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/11/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/03/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/26/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/15/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/22/2017 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/10/2017 -- Name Change</a>	<a href="#">View image in PDF format</a>
<a href="#">06/16/2017 -- AMENDED ANNUAL REPORT</a>	

<a href="#">03/17/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/03/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/31/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/09/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">11/12/2013 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">03/21/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/07/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/15/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/15/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/10/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/19/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/12/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/17/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/07/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/19/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/27/2003 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/28/2002 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/02/2001 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/11/2000 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/24/1999 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/19/1998 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/07/1997 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/20/1997 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/19/1996 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/22/1995 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>



# POLY, INC.

Unique Entity ID <b>DQNBNDN3C3ML7</b>	CAGE / NCAGE <b>0G2J5</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Mar 25, 2023</b>	
Physical Address <b>1935 Headland AVE Dothan, Alabama 36303-1207 United States</b>	Mailing Address <b>P O Box 837 Dothan, Alabama 36302-0837 United States</b>	

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Alabama 02</b>	State / Country of Incorporation <b>Alabama / United States</b>	URL <b>http://www.poly-inc.com</b>

### Registration Dates

Activation Date <b>Mar 29, 2022</b>	Submission Date <b>Mar 25, 2022</b>	Initial Registration Date <b>Feb 1, 2002</b>
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### Entity Dates

Entity Start Date <b>Oct 31, 1979</b>	Fiscal Year End Close Date <b>Dec 31</b>
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### Immediate Owner

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

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

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

### Proceedings Questions

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

Active Exclusions Records?

No

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

Yes

### Business Types

Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>(blank)</b>
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**Socio-Economic Types**

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

Accepts Credit Card Payments  
**Yes**

Debt Subject To Offset  
**No**

EFT Indicator  
**0000**

CAGE Code  
**0G2J5**

**Electronic Business**

☒  
**BRUCE A BRADLEY, President**

**1935 Headland AVE  
Dothan, Alabama 36303  
United States**

Cheryl Choate

P.O. Box 837  
Dothan, Alabama 36302  
United States

**Government Business**

☒  
**BRUCE A BRADLEY, President**

**1935 Headland AVE  
Dothan, Alabama 36303  
United States**

Cheryl Choate

1935 Headland AVE  
Dothan, Alabama 36302  
United States

**Past Performance**

☒  
**BRUCE A BRADLEY, President**

**1935 Headland AVE  
Dothan, Alabama 36303  
United States**

Kenneth L Sanders, Secretary/Treasurer


1935 Headland AVE  
Dothan, Alabama 36303  
United States

**NAICS Codes**

Primary	NAICS Codes	NAICS Title
<b>Yes</b>	<b>541330</b>	<b>Engineering Services</b>
	<b>541310</b>	<b>Architectural Services</b>
	<b>541340</b>	<b>Drafting Services</b>
	<b>541360</b>	<b>Geophysical Surveying And Mapping Services</b>
	<b>541370</b>	<b>Surveying And Mapping (Except Geophysical) Services</b>
	<b>541380</b>	<b>Testing Laboratories</b>
	<b>541620</b>	<b>Environmental Consulting Services</b>
	<b>541990</b>	<b>All Other Professional, Scientific, And Technical Services</b>

**Product and Service Codes**

PSC	PSC Name
<b>AH34</b>	<b>R&amp;D- Environmental Protection: Water Pollution (Engineering Development)</b>
<b>C211</b>	<b>Architect And Engineering- General: Landscaping, Interior Layout, And Designing</b>
<b>C212</b>	<b>Architect And Engineering- General: Other</b>



This entity does not appear in the disaster response registry.



# Board of County Commissioners Purchasing Department

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State of Florida

Date: August 12, 2022

OKALOOSA COUNTY PURCHASING DEPARTMENT  
NOTICE OF INTENT TO AWARD  
RFQ WS 46-22

General Engineering Services for Okaloosa County Water and Sewer Department

Okaloosa County would like to thank all businesses, which submitted responses to provide General Engineering Services to Okaloosa County Water and Sewer Department. (RFQ WS 46-22)

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

**Ardurra Group, Inc.**  
1988 Lewis Turner Blvd, Unit 3  
Fort Walton Beach, FL 32547

**Baskerville, Donovan, Inc.**  
449 West Main Street  
Pensacola, FL 32502

**HDR Engineering, Inc.**  
25 W. Cedar Street, Suite 200  
Pensacola, FL 32503

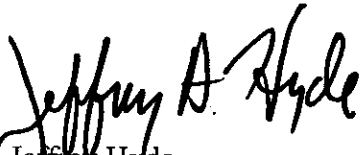
**Jacobs Engineering Group, Inc.**  
25 W. Cedar Street, Suite 350  
Pensacola, FL 32502

**Poly, Inc.**  
P.O. Box 841  
Shalimar, FL 32579

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

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

Respectfully,



Jeffrey Hyde  
Purchasing Manager

# TASK ORDER AGREEMENT FOR CONSULTANT SERVICES (Master Services Agreement)

Between  
The Board of County Commissioners of Okaloosa County  
And  
POLY, INC.

This Agreement made on Sept 20, 2022 between Board of County Commissioners of Okaloosa County [COUNTY], whose address is 1250 N. Eglin Pkwy, Shalimar, Florida 32579, and Poly, Inc. [CONSULTANT], a Florida Corporation authorized to conduct business in the State of Florida, having its principal office located at 102 Sunset Lane, Shalimar, FL 32579.

## RECITALS

**WHEREAS**, COUNTY will require the services of qualified firms to perform certain professional and technical services for the COUNTY's projects, as determined by the COUNTY; and

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

**WHEREAS**, the CONSULTANT has the expertise, and has thorough knowledge of such services, presented its expertise and knowledge in the statement of qualifications the CONSULTANT submitted to the COUNTY dated July 13, 2022 in response to RFQ #WS 46-22.

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

### **SECTION 1. BASIC SERVICES**

**1.1. Recitals.** The recitals set forth above are true and correct and are incorporated herein as essential terms of this AGREEMENT. Consultant's proposal submittal to RFQ #WS 46-22 is also made part of this AGREEMENT, attached hereto as Exhibit "B" and incorporated by reference.

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

*All professional services required to complete any public water and wastewater infrastructure project including, but not limited to: engineering studies and design; surveys; preparation of plans, specifications, and contract documents; preparation of cost estimates; obtaining necessary federal, state, and local governmental agency permits; construction inspections; construction management; contract administration; project completion certifications and as-builts may be required; design-build services; presentations to the BCC and the general public; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding; grant administration; and any type of environmental consulting. The types of projects which may be assigned include: potable water wells; tanks; booster stations; SCADA; water/wastewater*

CONTRACT: C22-3248-WS  
POLY, INC.  
GENERAL ENG SERVICES FOR WS  
EXPIRES: 09/30/2025 W/2 1 YR RENEWALS

*treatment plants; disposal systems; lift stations; water/sewer mains & services; other components of the water distribution system and wastewater collection system; reclaimed water infrastructure; and any other type of project which may be in the COUNTY's Capital Improvement Plan or under the purview of the Water & Sewer Department or another COUNTY department.*

*On an as-needed basis, COUNTY will issue Task Orders to the CONSULTANT describing the work required for each assignment to be undertaken under this AGREEMENT. In response, the CONSULTANT will prepare a scope of services and cost, which shall become part of the Task Order upon execution by both parties. No work will commence until a fully executed Task Order is received by the CONSULTANT.*

**1.3. Term of AGREEMENT.** This AGREEMENT will become effective from October 1, 2022, or upon full execution of this document by both parties (whichever occurs later), and will run through September 30, 2025. Upon mutual written consent of both Parties, the AGREEMENT may be renewed for additional (2) two, (1) one year periods. When this AGREEMENT expires, it will be automatically extended for any individual executed Task Orders until the scope of services is completed and final invoice is paid. Regarding the previous TASK ORDER AGREEMENT FOR CONSULTANT SERVICES (if applicable), any existing Task Orders for work not yet completed shall proceed and be extended under the terms and conditions of the previous agreement.

## **SECTION 2. ADDITIONAL SERVICES**

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

## **SECTION 3. OBLIGATIONS OF THE COUNTY**

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

- 3.1.1. Designating a representative who shall have authority to transmit instructions, receive information and enunciate the COUNTY's policies and decisions; COUNTY's representative shall be identified in the AGREEMENT. The COUNTY shall have the right, from time to time, to change the Designated Representative under the AGREEMENT, by sending notice at least ten (10) business days prior to the change in writing.
- 3.1.2. Arranging for and holding promptly any required meetings.
- 3.1.3. Provide boundary and topographical surveys of the APWRF property. Furnish depth of existing utilities on the topographical survey at locations where horizontal directional bores or jack-and-bores are required.
- 3.1.4. Making available to the CONSULTANT all known existing information which may, in any way, be pertinent to the work herein described. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the COUNTY.
- 3.1.5. Respond within a reasonable time to the CONSULTANT's requests for written decisions or determinations, pertaining to the work, so as not to delay the services of the CONSULTANT.

- 3.1.6. Giving prompt written notice to the CONSULTANT whenever the COUNTY becomes aware of any event, occurrence, condition or circumstance which may substantially affect the CONSULTANT's performance of services under this AGREEMENT.

#### **SECTION 4. General CONSULTANT Obligations.**

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

#### **SECTION 5. Contractor Indemnification and Claims.**

- 5.1. The COUNTY agrees to include within contracts pertaining to construction under this AGREEMENT provisions providing contractor indemnification of the COUNTY and CONSULTANT for other contractor's negligence.
- 5.2. The COUNTY shall require construction contractor(s) to name the COUNTY and CONSULTANT as additional insureds on the contractor's general liability insurance policy.
- 5.3. **Changes.** The COUNTY may make or approve changes within the Scope of Services. If such changes affect CONSULTANT's cost of or time for performance of the Services, an equitable adjustment may be made through an amendment in writing fully executed by both parties to the AGREEMENT.
- 5.4. **Indemnification.** CONSULTANT to the fullest extent permitted by law, shall indemnify and hold harmless the COUNTY, its officers and employees for any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs,

arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CONSULTANT, CONSULTANT's employees, affiliated corporations, and subcontractors in connection with Services performed. The Parties further agree that nothing contained herein is intended to nor shall be construed a waiver of the COUNTY rights and immunities under Section 768.28, Florida Statutes, as amended from time to time.

## **SECTION 6. TIME SCHEDULE**

**6.1. Authorization.** Unless otherwise directed by the COUNTY, in writing, the CONSULTANT shall commence the performance of the Basic Services upon execution of the AGREEMENT by both parties which shall constitute Authorization to Proceed.

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

## **SECTION 7. AMOUNT AND METHOD OF PAYMENT**

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

**7.2. Payment by the COUNTY.** The COUNTY will process payment to the CONSULTANT within thirty (30) days after receipt of CONSULTANT's invoice.

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



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

## **SECTION 8. CHANGES**

- 8.1. Written Authorization.** The COUNTY may, at any time, by written fully executed amendment to the AGREEMENT, make changes in the services or work to be performed within the general scope of this AGREEMENT, including alterations, reductions, therein or additions thereto.
- 8.2. Equitable Adjustment.** Upon receipt by the CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONSULTANT's ability to meet the completion dates or schedules. If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any services, an equitable adjustment may be made and the AGREEMENT shall be modified in a fully executed written amendment.

## **SECTION 9. DISPUTES**

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

## **SECTION 10. DELAY OR SUSPENSION OF WORK**

- 10.1. Convenience of the COUNTY.** The COUNTY may order the CONSULTANT to suspend, delay, or interrupt all or any part of the CONSULTANT's services for such period of time as the COUNTY may determine to be appropriate for the convenience of the COUNTY.
- 10.2. Adjustment for Delay or Suspension of Work.** If the performance of all or any part of the CONSULTANT's services is suspended, delayed, or interrupted for the convenience of the COUNTY, an appropriate extension of time and compensation shall be made, and the AGREEMENT modified in writing accordingly. In the event CONSULTANT is delayed in performance of Services by any act or neglect of the COUNTY, or anyone for whom the COUNTY is responsible, then CONSULTANT's compensation and the work

schedule shall be equitably adjusted in writing. CONSULTANT's work schedule shall be equitably adjusted in writing for delays due to or by Acts of God, strikes, lockouts, accidents, or other events beyond the control of CONSULTANT and the COUNTY. In the event delays are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

## **SECTION 11. TERMINATION OF AGREEMENT**

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

## **SECTION 12. INSURANCE**

- 12.1. CONSULTANT's Coverage.** Prior to commencing work, the CONSULTANT shall obtain and maintain in effect for the duration of this AGREEMENT at its own cost and expense the following insurance with insurance companies licensed in the State of Florida and shall provide certificates evidencing such insurance, including coverage for contractual liability, to the COUNTY in a form acceptable to the COUNTY. Insurance carriers for General Liability and Motor Vehicle Liability shall be A+ rated by AM Best Company, and insurance carriers for Professional Liability shall be A rated by AM Best Company. All insurance carriers shall have a financial size of X or higher.
- 12.2. Additional Insured.** The CONSULTANT's policies or certificates for general and motor vehicle liability insurance shall name the COUNTY as an Additional Insured.
- 12.3. Certificate of Insurance.** All policies or certificates therefore, shall provide that thirty (30) days prior to cancellation or material change in the policies, notice of same shall be given to the COUNTY by certified mail, return receipt requested, for all policies so affected.
- 12.4. Minimum Coverage.** The minimum required coverage is the following:
  - 12.4.1. Worker's Compensation and Employer's Liability.** Worker's Compensation in compliance with the statutory requirements of the State and Employer's Liability in compliance with the statutory requirements of the State.

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

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

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

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

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

## **SECTION 13. GENERAL PROVISIONS**

**13.1. Successors.** This AGREEMENT is binding on the successors and assigns of the COUNTY and CONSULTANT. The AGREEMENT may not be assigned by CONSULTANT in whole or in part to any third parties without the written consent of the COUNTY.

**13.2. Independent Contractor.** CONSULTANT represents that it is an independent contractor and is not an employee of the COUNTY and CONSULTANT shall be solely responsible for, at its own expense, withholding of all taxes, social security and insurance payments for its employees or agents. Under no circumstances shall CONSULTANT or any of CONSULTANT's employees look to the COUNTY as his/her employer, or as partner, agent or principal. Neither CONSULTANT nor its employees shall be entitled to any benefits accorded to the COUNTY's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay.

**13.3. Notices.** Written notices may be delivered in person or by certified mail, or by facsimile, or by courier. All notices shall be effective upon the date of receipt by the party. Notices shall be delivered or sent to the designated representative of the other party. All notices required in this AGREEMENT shall be in writing to the Designated Representative listed below:

**13.3.1. Representatives.**

13.3.1.1. The authorized representatives of the COUNTY shall be:

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

13.3.1.2. The authorized representative for CONSULTANT shall be:

Name: Bruce Bradley, PE  
Title: President  
Company: Poly, Inc.  
Address: P.O. Box 841  
Shalimar, FL 32579  
Telephone: 850-609-1100  
Facsimile: \_\_\_\_\_  
E-Mail: bbrant@poly-inc.com

13.3.1.3 Courtesy copy to:

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

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

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

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

13.4.2. Exhibit B - CONSULTANTS proposal submittal to the COUNTY for RFQ #WS 46-22, 2022.

13.4.3. Exhibit C - Standard Contract Clauses-Title VI

- 13.5. Governing Law & Venue** This AGREEMENT shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this AGREEMENT shall be in Okaloosa County, Florida.
- 13.6. Compliance with the Law.** CONSULTANT shall comply with all applicable federal, state, and local rules and regulations in providing services to the Department under this AGREEMENT. CONSULTANT acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations.
- 13.7. Waivers and Severability.** Unless otherwise specified in this AGREEMENT, a waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this AGREEMENT invalid, illegal, or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect. Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.
- 13.8. Covenants.**
- 13.8.1. The standard of care applicable to CONSULTANT's engineering or related services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. CONSULTANT will re-perform any engineering or related services not meeting this standard without additional compensation. CONSULTANT represents that it has or will secure at its own expense all necessary personnel, software, and equipment required to perform the services required by this AGREEMENT, unless modified by an Amendment. Such personnel shall not be employees of, or have a contractual relationship with the COUNTY. CONSULTANT shall be solely responsible for adequate management and supervision of its employees, agents, and its subcontractors, the means, methods and techniques of performing its services and the technical accuracy and adequacy of reports of analysis and other deliverables required under this AGREEMENT.
- 13.8.2. CONSULTANT warrants that it will perform its services in accordance with and comply with applicable Federal, State and local laws, ordinances, and regulations, including but not limited to, applicable provisions of the Federal Clean Air Act, as amended and the Federal Occupational Health and Safety Act, as amended at the time said services are performed.
- 13.9. Lower-Tier Subcontracts.** CONSULTANT warrants that it will not subcontract any portion of the services to be performed under this AGREEMENT without the prior written consent of the COUNTY, which consent may be withheld at the COUNTY's sole discretion. CONSULTANT warrants that it will bind all approved, lower-tier subcontractors to the provisions of this AGREEMENT. However, neither this AGREEMENT, nor any lower-tier subcontracts will create any contractual relationship between any lower tier subcontractor and the COUNTY, nor shall the COUNTY have any liability to any lower-tier subcontractor. The CONSULTANT shall be solely responsible for the satisfactory performance of services subcontracted by the CONSULTANT.

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

**13.11. Confidentiality and Public Records.**

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

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

13.11.3. Public Records. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST. CRESTVIEW, FL 32536. PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).** CONSULTANT must comply with the public records laws, Florida Statute Chapter 119, specifically CONSULTANT must: (1) Keep and maintain public records required by the COUNTY to perform the service; (2) Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the COUNTY; (4) Upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of the contractor or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- 13.12. Conflict of Interest.** CONSULTANT warrants that it and its employees do not have, nor shall they acquire any interest, direct or indirect which would constitute a conflict of interest in the performance of the services required under this AGREEMENT. A conflict of interest is defined to be any interest which in the COUNTY's reasonable judgment has the affect or appearance of affecting CONSULTANT's impartial performance of its services.
- 13.13. Third Party Beneficiaries.** It is specifically agreed between the parties executing this AGREEMENT that it is not intended by any of the provisions of any part of the AGREEMENT to create in the public or any member thereof, a third party beneficiary under this AGREEMENT, or to authorize anyone not a party of this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT.
- 13.14. Order of Precedence.** In the event of conflict between provisions of this AGREEMENT, the conflict or ambiguities shall be resolved by giving precedence as follows: the more specific and detailed provision shall take precedence.
- 13.15. Publicity.** CONSULTANT shall not disclose the COUNTY's name or the nature of its services being provided or engage in any other publicity or public media disclosures with respect to its services to be performed under this AGREEMENT without the prior written consent of the COUNTY.
- 13.16. Taxes.** CONSULTANT agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, as it pertains to this AGREEMENT. CONSULTANT further agrees that it shall protect, reimburse, and indemnify the COUNTY and assume all liability for its tax and assessment obligations under the terms of this AGREEMENT.
- 13.17. CONSULTANT's Personnel at Construction Site.**
- 13.17.1. The presence or duties of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, does not make CONSULTANT or CONSULTANT's personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.
- 13.17.2. CONSULTANT and CONSULTANT's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting,

noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.

- 13.17.3. The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to the COUNTY a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

## **SECTION 14. SPECIAL PROVISIONS, EXHIBITS AND SCHEDULE**

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

- 14.1.1. **Opinions of Cost, Financial Considerations, and Schedules.** In providing opinions of cost, financial analyses, economic feasibility projections, and schedules, CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate cost or schedule. Therefore, CONSULTANT makes no warranty that actual costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates. The COUNTY will employ an independent cost estimator, contractor, or other appropriate advisor if the COUNTY requires greater assurance as to any element of cost, feasibility, or schedule.
- 14.1.2. **Advertisements, Permits, and Access.** Unless otherwise agreed to in the executed Task Orders, the COUNTY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services or project construction.
- 14.1.3. **CONSULTANT's Deliverables.** CONSULTANT's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by CONSULTANT are for the COUNTY's convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.
- 14.1.4. **Legal Assistance.** The Scope of Services in this AGREEMENT does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the COUNTY. All such services required or requested of CONSULTANT by the COUNTY, except for suits or claims between the parties to this AGREEMENT, or where both are parties to a suit or claim, will be reimbursed to the COUNTY as mutually agreed, and payment for such services will be in accordance with a separate fully executed written Amendment to this AGREEMENT.



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

**SECTION 15. AUTHORIZATION FOR EXECUTION**

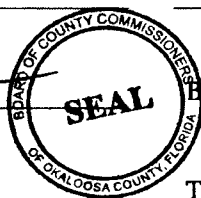
15.1.1. **Execution Authority.** This AGREEMENT is a valid and authorized undertaking of the COUNTY and CONSULTANT. The representatives of the COUNTY and CONSULTANT who have signed below have been authorized to do so.

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

**The COUNTY**  
**Board of County Commissioners of**  
**Okaloosa County**

**CONSULTANT**  
**Poly, Inc.**

By: Mel Ponder  
Mel Ponder

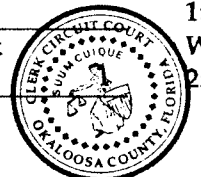


By: Bruce A. Bradley

Title: Chairman

Title: Bruce A. Bradley, PE  
President

Attested: J.D. Peacock II  
J.D. Peacock II, Clerk



Witness 1: [Signature]

Witness 2: Melissa A. Mitchell

\*\*\*\*\* END \*\*\*\*\*

Exhibit "A"

Compensation and Hourly Per Diem Rate Schedule and Standard Rates for Direct Expenses for Professional Consulting Engineering Services to OCWS.

**EXHIBIT A**  
**POLY, INC.**  
**HOURLY RATE & DIRECT EXPENSE SCHEDULE**

<b>Classification</b>	<b>Billing Rate Initial 3 yrs</b>	<b>Billing Rate Optional 2 yrs</b>
Sr. Principal E/A; Sr. Program Manager	\$225	\$236
Principal E/A V; Program Manager	\$210	\$221
Principal E/A IV; Sr. Project Manager	\$195	\$205
Principal E/A III; Project Manager	\$185	\$194
Principal E/A II; PLS II; Associate Project Manager	\$175	\$184
Principal E/A I; PLS I	\$140	\$147
Professional E/A V	\$165	\$173
Professional E/A IV	\$150	\$158
Professional E/A III	\$135	\$142
Professional E/A II	\$125	\$131
Professional E/A I	\$115	\$121
Sr. E/A Tech; Sr. Designer	\$125	\$131
Project E/A; E/A Intern	\$110	\$116
E/A Tech; Designer	\$105	\$110
CADD Tech IV	\$100	\$105
CADD Tech III	\$85	\$89
CADD Tech II	\$70	\$74
CADD Tech I	\$55	\$58
GIS Analyst	\$125	\$131
Sr. Environmental Scientist	\$122	\$128
Environmental Scientist; Lab Mgr.	\$105	\$110
Lab Chemist	\$77	\$81
Lab Technician	\$62	\$65
Survey 3-Person	\$201	\$211
Survey 2-Person	\$155	\$163
Survey 1-Person	\$99	\$104
Sr. Resident Project Rep.; Sr. Field Tech	\$110	\$116
Resident Project Rep. III; Field Tech III	\$95	\$100
Resident Project Rep. II; Field Tech II	\$75	\$79
Resident Project Rep. I; Field Tech I	\$60	\$63
Admin/Clerical IV	\$90	\$95
Admin/Clerical III	\$80	\$84
Admin/Clerical II	\$70	\$74
Admin/Clerical I	\$55	\$58

*Rates shown are effective through initial 3-Yr Contract Duration and Optional 2-Yr Extension Period*

**Notes:**

- 1. The rates above are inclusive of all computer and software use, standard reproduction, vehicle usage, telephone charges, and standard (USPS) mailing.*
- 2. Sub-consultants and sub-contracted work shall be invoiced at cost plus 5%.*
- 3. Special tools or equipment shall be approved by task order and billed at cost.*
- 4. Overnight travel outside of Okaloosa County shall be billed at the following rates: Mileage shall be billed at the standard Okaloosa County rate. Lodging, meals and incidental expenses shall be billed at the current Federal GSA Rates based on location of work activity.*
- 5. Special reproduction (board mounts, displays, laminating etc.) shall be billed at actual cost plus 5% for materials and added to the preparation costs (if any).*
- 6. Special shipping (FEDEX, UPS, or USPS Priority or Registered Mail) shall be billed at cost plus 5%.*

Exhibit "B"  
Consultant's Proposal



WS 46-22  
General Engineering Services for Okaloosa County Water & Sewer

**POLY, INC.**

Bruce Bradley, P.E. – President  
102 Sunset Lane  
P.O. Box 841  
Shalimar, FL 32579  
850.609.1100 | 850.609.1101 fax  
bbradley@poly-inc.com

Submission:  
07-13-2022  
3:00pm

**Statement of Confidentiality**

This proposal and supporting materials contain confidential and proprietary business information of Poly, Inc. These materials may be printed or photocopied for use in evaluating the proposed project but are not to be shared with other parties.



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# 1. Letter of Interest

July 13, 2022

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

RE: RFQ WS 46-22  
General Engineering Services for Water &  
Sewer

Dear Mr. Hyde,

Poly, Inc. is pleased to respond to your Request for Qualifications for the General Engineering Services for Water & Sewer.

Poly's ability to meet the County's needs is rooted in our experience and our commitment to developing long-term relationships built on mutual confidence and trust. Working for decades on the Gulf Coast, we are intimately familiar with the circumstances faced by Okaloosa County.


Poly employs over 40 multi-disciplined professionals including civil and environmental engineers, as well as professional geologists, architects, environmental scientists, planners, surveyors, construction representatives, and administrative staff in several offices.

Considering our adequacy of personnel, capability, multi-disciplined design expertise, permitting experience, and current workload, we will have no problem meeting reasonable project deadlines and your expectations for successful projects.

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

We look forward to continuing to demonstrate why Poly and our team members clearly represent the best choice for Okaloosa County in the coming years. We thank you for your time and consideration of this response.

Sincerely,  
POLY, INC.



Bruce Bradley, P.E., President

## 2. Past Accomplishments

### BRIEF SUMMARY:

POLY has been providing professional engineering services in northwest Florida for 63 years. Our team is extremely experienced with the planning, design and management of various types of public works projects, having successfully completed dozens of projects in northwest Florida and Southeast Alabama. Many of these engineering projects have been designed, permitted and constructed in and for Okaloosa County. Poly has developed an excellent reputation assisting counties, small cities and utility systems with designing, constructing and securing funding for projects in and around Okaloosa County. Through prior experience, Poly's professionals are intimately familiar with the funding, permitting and design requirements of all agencies that will be involved with future projects for Okaloosa County.

Below are projects in similar size and scope of services for water, sewer and reuse` projects. All completed projects listed were within budget, on schedule and satisfied all relevant permit and funding requirements.

### ARBENNIE RAPID INFILTRATION BASINS, OKALOOSA COUNTY WATER & SEWER (OCWS)

Owner: Okaloosa County Water & Sewer  
Contact: Jeff Littrell  
Phone No.: 850-682-7172  
Est. Construction Cost: \$5,000,000

Project consisted of the design and construction of a 10 MGD Rapid Infiltration Basin Effluent Disposal System encompassing 18 basins (140 acres) on 200 acres of the former sprayfield. It included excavation and placing of more 426,000 cubic yards of material and installation of more than 65,000 linear feet of 8-inch through 30-inch diameter ductile iron pipe and 2,250 feet of 48-inch diameter concrete storm drainpipe. The replacement of the existing 670 sprayfield with the RIB system allowed OCWS to return 415 acres of the sprayfield area to the Air Force, facilitating significant savings in lease payments during the projected life of the wastewater treatment and disposal facility.



Okaloosa County Water and Sewer (OCWS) Department staff self-performed 100 percent of the construction of the new RIBs using County-owned and leased equipment with construction inspection by Poly staff. This was the largest construction project ever performed by Okaloosa County staff and one of the largest municipally self-performed construction projects in the state of Florida.

Okaloosa County, with assistance from Poly staff, evaluated alternatives to enhance their productivity and determined that utilization of global positioning system equipment (GPS) mounted to key excavation equipment would significantly improve their ability to set grades for excavation



and fill activities. OCWS selected the GPS equipment by Topcon Positioning Systems, Inc. to control horizontal and vertical grades for the excavation and placement of the earthwork for the RIB construction, and for the installation of the RIB piping. Before the GPS equipment could be utilized, OCWS engineering staff had the existing 2-dimensional design drawings converted into a 3-dimensional model of the existing and proposed grades for the project. The 3-dimensional model of the proposed grades was used to set and control the excavation activities; while the 3-dimensional model of the existing was used to monitor and balance the quantities of excavation and fill.

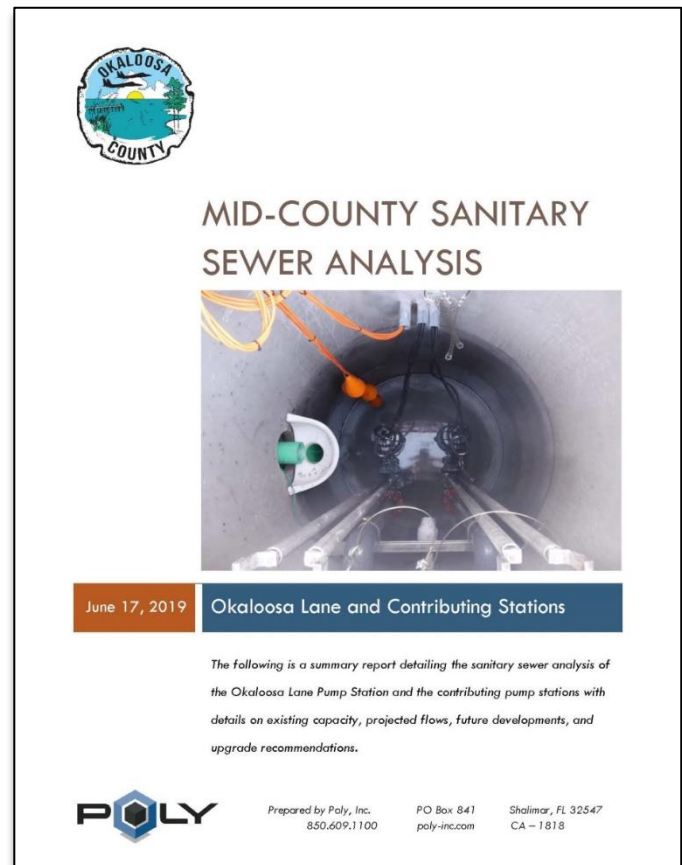
Revising the schedule of activities to reflect the proposed workflow as the project progressed allowed completion of the earthwork portion of the project more quickly and the return of the leased equipment in less time than projected, generating additional savings for the County.

## MID-COUNTY SANITARY SEWER ANALYSIS, OKALOOSA COUNTY WATER & SEWER (OCWS)

Owner: Okaloosa County Water & Sewer  
Contact: Jeff Littrell  
Phone No.: 850-682-7172

This project was a detailed sewer analysis of all the sewer flows and sewer pump stations contributing flows to the Okaloosa Lane pump station and ultimately on to the Jerry D. Mitchem WRF.

POLY performed data collection, field pump tests, made house counts, analyzed pumping data and runtimes, examined SCADA data, analyzed flow meter data, and used the data collected to evaluate the existing capacity of the sewer system. From there, POLY reviewed potential growth in the area including some residential developments under construction. With this overall data, POLY made numerous recommendations for pumps in upcoming pump stations as well as recommending modifications to several existing pump stations. Some of the recommended upgrades included the following: restoring Duggan Pond PS to its original flow rate, reducing the flow of the Partridge Hills PS, and upgrading the Brown Place PS with new larger pumps and controls. POLY also recommended decommissioning the Okaloosa Lane PS and replacing it with a new joint Master Pump Station at the Shoal River Landing subdivision. This new joint station has since been constructed and is operational.



POLY has continued to utilize the data from this report to assist OCWS as new developments spring up in the area and we are currently assisting OCWS with a force main design along the Okaloosa Lane corridor to get flow from the Royal Estates S/D to the new Shoal River Landing PS.

### **RUSSELL F. W. STEPHENSON (COUNTY WEST) ADVANCED WRF, OKALOOSA COUNTY WATER & SEWER**

Owner: Okaloosa County Water & Sewer  
Contact: Jeff Littrell  
Phone No.: 850-682-7172  
Est. Construction Cost: \$3,275,310



Project consisted of a 1.0 MGD Wastewater Treatment and Effluent Reuse Facility utilizing the Carrousel® process w/Pre-Anoxic Tanks for Nitrogen Removal. Also included pre-aeration, coarse screening, vortex grit removal, twin Carrousel® basins with internal MLSS recycle, two circular final clarifiers, and sludge recycle facility. Project was designed to reduce total nitrogen in effluent to less than 7 mg/l and included waste pumping facilities so sludge could be pumped into tanker trucks and hauled to a centralized sludge stabilization facility. Also included was a rapid infiltration basin system for wastewater effluent reuse.

This project also consisted of a facilities plan amendment to include alternative analysis and selection assistance with securing a 75% EPA Grant, site analysis (environmental impact assessment-Phase I environmental survey), full multi-disciplined design (process, civil, subcontracted electrical, subcontracted mechanical, architectural and sub-contracted structural), permitting, bidding assistance, construction contract administration, construction observation, as-built drawings preparation, facility start-up assistance, preparation of operation and maintenance manual and contract close-out, rate analysis and assistance in setting user fees.

### **OKALOOSA COUNTY JERRY D. MITCHEM WRF EFFLUENT DISPOSAL AND PUMPING IMPROVEMENTS PHASE I AND II OKALOOSA COUNTY WATER & SEWER**

Owner: Okaloosa County Water & Sewer  
Contact: Jeff Littrell  
Phone No.: 850-682-7172  
Est. Construction Cost: \$1,300,000



Project included planning, permitting, design and construction of an effluent pump station upgrade at the existing WWTF, addition of sand filters to treatment facility to improve effluent quality as required for subsurface disposal and new 0.3 MGD subsurface absorption bed effluent disposal



system, including controls in the initial phase, to replace obsolete sprayfield. In addition, over one mile of connecting forcemain from the plant to the remote location of the absorption beds was designed, along with a re-routed influent forcemain in a narrow easement through the neighboring airport property. The disposal system was converted from the existing sprayfield to subsurface absorption beds to facilitate expansion of the plant to accommodate the growing industrial park served by the plant, as well as to eliminate the attraction of birds common to

sprayfields. The system was one of the first installations of the subsurface technology in NW Florida. The second phase of the project, funded through RESTORE Act, includes the design and permitting of an expansion of the effluent disposal system from 0.3 MGD to 1.132 MGD to accommodate further expansion of the plant and the continued growth at the industrial park. The expansion design and permitting was completed by Poly staff with geotechnical services provided by team member LMJ-A. Inc., who also provided vital geotechnical services on the initial phase of the absorption fields, including multiple mounding analyses. In 2020, Poly made several changes to the previously permitted design to accommodate OCWS and Airport staff. The new permit modification was approved and construction phase funds from the Consortium were recently approved. The project will be advertised for bid in mid-July 2022.

## **MOSSY HEAD WASTEWATER TREATMENT FACILITY WALTON COUNTY, FLORIDA**

Owner: Walton County Board of Commissioners  
Contact: Larry Jones, Administrator  
Phone No.: 850-892-8155  
Construction Cost: \$4,397,000

Construction of a 250,000 gpd package concrete WWTF including piping, fine screen, flow splitter box, ultraviolet disinfection system, mechanical sludge dewatering, utility pump station, one block building with Dryvit, one pre-engineered metal building, asphalt and crushed stone roads, sitework, an absorption field effluent disposal system, and mechanical, plumbing and electrical (including stand-by power generator) systems.



The WWTF initially served the Walton County Commerce Park in Mossy Head, a motel, a camper sales store and a school. It is designed for easy expansion if the County decides to provide wastewater treatment service to the surrounding area, which is growing exponentially.

The treated effluent is applied through a subsurface irrigation system under the grassed areas on the main roadway through the facility and surrounding industrial park.



## **EAST COUNTY WASTEWATER TRANSMISSION FORCE MAIN, OKALOOSA COUNTY WATER & SEWER (OCWS)**

Owner: Okaloosa County Water & Sewer  
Contact: Jeff Littrell  
Phone No.: 850-682-7172  
Est. Construction Cost: \$4,000,000

This OCWS project consisted of the design of over 7.5 miles of 18", 24" and 30" PVC, ductile iron and HDPE sanitary sewer force main along with associated valves and fittings to convey wastewater from the Niceville area to Okaloosa County's Arbennie Pritchett WRF near Fort Walton Beach. Design included detailed computerized hydraulic modeling to predict pressures and aid in selecting appropriate pipe sizes and materials. POLY's scope of work included all permitting including, FDEP Wastewater, NPDES and Environmental Resource Permits, USACOE Nationwide Permit, FDOT Utility Permits, and an Okaloosa County Public Works Utility Permit. POLY also provided assistance with acquisition of the Eglin AFB easement and, along with our sub-consultant GSRC, Inc., provided a Phase I Environmental Baseline Survey as required by Eglin AFB. The total estimated project cost was approximately \$4.0M and was constructed in-house by OCWS staff.



## **EAST COUNTY RECLAIMED WATER MAIN, OKALOOSA COUNTY WATER & SEWER (OCWS)**

Owner: Okaloosa County Water & Sewer  
Contact: Jeff Littrell  
Phone No.: 850-682-7172  
Est. Construction Cost: \$5,000,000



This OCWS project, currently under construction, will consist of over 11 miles of 20" reclaimed water transmission main from the Arbennie Pritchett WRF in Fort Walton Beach to the Eglin AFB Golf Course in Niceville, FL. In order to expedite the design, POLY broke the route into 4 segments so that design could progress on some segments while route selection, easement acquisition and surveying were still underway on the remaining sections. POLY was instrumental in the route selection process due to our familiarity with the local property owners, the Mid-Bay Bridge Authority and Eglin AFB. Once the entire route was formalized, POLY provided assistance with acquisition of the Eglin AFB easement and, along with our sub-consultants, prepared a Phase I Environmental Baseline Survey as required by Eglin AFB. After completing the detailed design, POLY acquired all necessary permits, including FDEP NPDES & Environmental Resource Permits, USACOE Nationwide Permit, FDOT Utility Permits, and an Okaloosa County Public Works Utility Permit. The total estimated project cost is approximately \$5.0M and is being constructed in-house by OCWS staff.

## **COUNTY WEST COLLECTION SYSTEM, OKALOOSA COUNTY WATER & SEWER (OCWS)**

Owner: Okaloosa County Water & Sewer  
Contact: Jeff Littrell  
Phone No.: 850-682-7172  
Est. Construction Cost: \$4,500,000

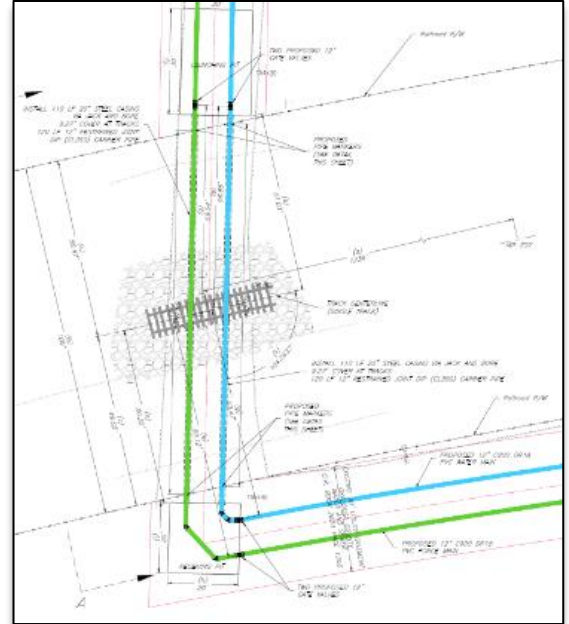


This project consisted of the design of a sanitary sewer collection system to serve residential and commercial customers located along the Highway 98 corridor adjacent to Santa Rosa Sound between Hurlburt Field and the Santa Rosa County line. This environmentally sensitive area was previously served via on-site waste disposal (septic tank) systems. The new collection system consisted of approximately 128,000 LF of gravity sewer, 30,500 LF of forcemain, 14 lift stations, and included nearly 2,000 service connections. The collection system terminated at the Russell F.W. Stephenson Water Reclamation Facility, also designed by POLY. Partial funding for the project was through the EPA Grants Program.

## HIGHWAY 90 EAST WATER & SEWER MAIN EXTENSIONS, OKALOOSA COUNTY WATER & SEWER (OCWS)

Owner: Okaloosa County Water & Sewer  
 Contact: Jeff Littrell  
 Phone No.: 850-682-7172  
 Construction Cost: \$2,034,830

The Highway 90 East portion of Okaloosa County contains thousands of undeveloped acres that are currently being primed for industrial, residential, and commercial growth, including the Shoal River Ranch “megasite”. With this area being adjacent to Interstate 10, U.S. Hwy 90, the CSX Railroad, and the Shoal River, the opportunities for economic growth and job creation are enormous. POLY designed and managed this pipeline project which extended the existing potable water main 4.3 miles to the east, along Hwy 90, from Shoffner Blvd to Jericho Rd. In addition, it extended an existing sanitary sewer force main 3.0 miles to the east, along Hwy 90, from Clint Mason Rd to Jericho Rd, and a portion along the Fairchild Rd corridor to the Jerry D. Mitchem Water Reclamation Facility. The majority of this project was constructed using open trench pipe installation but also contained multiple horizontal directional bores under creeks, wetlands, and roadways. Multiple jack-and-bores were also installed under highways and railways. The portion along Fairchild Road was very congested and required careful attention to detail and careful coordination with many utility owners already occupying the limited right-of-way.



POLY provided many services to make this project a success including assistance with funding requests, route selection assistance, hydraulic modeling, utility coordination, and comprehensive engineering and design services. POLY prepared detailed drawings and specifications and worked closely with the Owner’s Purchasing Department to develop a complete Bid Package. POLY worked with numerous agencies to acquire all the necessary permits for this project including, the Florida Department of Environmental Protection (FDEP) for an Environmental Resource General Permit, a Consolidated Environmental Resource Permit and Sovereignty Submerged Lands Authorization, an NPDES Generic Permit for Stormwater Discharge, a Wastewater General Permit and a Water General Permit. POLY also worked with the Florida Department of Transportation and the Okaloosa County Public Works Department to acquire permits to install piping along and under their respective roadways, and with the US Army Corps of Engineers to acquire approvals for crossing under three waterways. In addition, POLY worked with CSX, Florida Gulf & Atlantic Railroad, and Omega Rail Management to navigate the extensive permitting process to acquire the required permissions to cross the railroad right of way with both pipelines.

The Project was funded through a grant from Triumph Gulf Coast in the amount of \$1.5 million along with matching funds from Okaloosa County and was successfully cleared for use in June 2021. The project came in under budget.

## FORT RUCKER WASTEWATER TREATMENT PLANT UPGRADES DOTHAN, ALABAMA

Owner: American Water Services, Inc.  
 Contact: Jeff Waldorf  
 Phone No.: 856-309-4809  
 Construction Cost: \$3,400,000

The effort of this particular contract consisted of various improvements to the existing main 2.5 MGD Wastewater Treatment Plant (WWTP) at Ft. Rucker, Alabama. Poly performed several preliminary studies which formed the basis for much of the upgrades implemented. These included a major evaluation of the condition of the plant's 60-year old concrete structure, the architectural evaluation of all existing plant buildings, an analysis of alternative disinfection methods and an environmental assessment of the plant site.



### Improvements included:

- Conversion of the existing gas chlorination/dechlorination system to a liquid hypochlorite, sodium bisulfite system
- Removal and replacement of all mechanical equipment in the primary and final clarifiers
- New piping and diversion gates to improve the plant surge control system, pumping modifications in the surge basin
- Refurbishment and restoration of all 1940's vintage concrete tankage
- Piping modifications to better balance flows among the final clarifiers
- Removal and replacement of existing RAS/WAS pumps, and WAS pump system
- Upgrades to facility buildings, new plant administration building
- Decommissioning roughly half of the original plant tankage and constructing new vehicle storage building over the decommissioned tanks
- SCADA and various electrical improvements
- Onsite paving and drainage improvements; access control improvements
- New pre-aeration basin aeration system, and various other modifications



Specific deliverables included within the Scope of Services consisted of detailed architectural/engineering drawings, specifications and bidding documents along with all ADEM permits for work generally categorized as follows:

1. Mechanical/Electrical improvements consisted generally of replacing, repairing and/or adding additional equipment.
2. Structural/Demolitions consisted for the most part of structural repairs and refurbishments of the Plant's concrete structures recommended by Poly.
3. Building Upgrades consisted of repairs and refurbishments of nine (9) existing buildings recommended by Poly plus a new vehicle storage building.
4. Civil/Site/General improvements consisted of a new entry gate with video surveillance, drainage improvements, and piping relocations.

## **CYPRESS CREEK WWTF & INTERCEPTORS DOTHAN, ALABAMA**

Owner: City of Dothan  
Contact: Jerry Corbin, Public Works Director  
Phone No.: 334-615-4400  
Construction Cost: \$5,978,077

This project consisted of the design and construction of a new 3 MGD wastewater treatment plant and access road located in Houston County, Alabama. Construction included preliminary treatment, consisting of screening and grit removal; an influent pumping station; two extended aeration Carrousel® basins; two circular center-feed clarifiers; an ultraviolet disinfection system; effluent flow measuring; two rotary drum sludge thickeners; a water reuse pumping system; a thickened sludge holding tank; a control/shop/lab building; a well water supply plant; associated electrical, lighting, plumbing, heating, ventilating and air conditioning; controls and instrumentation; and piping, valves, site work, paving, landscaping and grassing.



Cypress Creek interceptors included approximately 19,000 LF. of 30" and 4,000 L.F. of 36" sanitary sewer piping between the existing WWTF and the new WWTF, and 6,000 L.F. of new 15" sanitary sewer piping connecting the new 30" sewer to an existing pump station.



## **LITTLE CHOCTAWHATCHEE WWTF EXPANSION DOTHAN, ALABAMA**

Owner: City of Dothan  
Contact: Jerry Corbin, Public Works Director  
Phone No.: 334-615-4400  
Construction Cost: \$26,900,000

This project consisted of an expansion and upgrade of an existing 5 MGD activated sludge wastewater treatment plant. The WWTP was expanded from 5 MGD capacity to 12 MGD with nitrogen and phosphorus removal incorporated in the plant flow train. The project consists specifically of the following: new 28,000 GPM influent pumping station with trench type wet well; new screening and grit removal; two new anaerobic selector tanks allowing enhanced biological phosphorus removal; modification of two existing oxidation ditch aeration basins allowing creation of an anoxic zone for denitrification in each basin; two new oxidation ditch aeration basins with anoxic zones; three new circular clarifiers; modification of two existing rectangular clarifiers to house six disc filter assemblies for enhanced phosphorus removal; coagulant feed equipment for additional phosphorus removal; new ultraviolet disinfection system replacing chlorination; new electrical systems including 100% standby generator capability; and new rotary drum sludge thickening equipment upstream of existing belt presses.



## **WASTEWATER TREATMENT IMPROVEMENTS ENTERPRISE, ALABAMA**

Owner: City of Enterprise  
Contact: Mayor William Cooper  
Phone No.: 334-347-1211  
Construction Cost: \$10,800,000

Project consisted of the upgrade and expansion of the City of Enterprise's Northeast Wastewater Treatment Facility, the upgrade of the College Street Wastewater Treatment Facility and the Conversion of the Southeast Lagoon to preliminary treatment and effluent pumping. The Northeast Lagoon was expanded from 1.5 MGD to 4.0 MGD and upgraded for biological nutrient removal by conversion to activated sludge. The



Southeast Lagoon entailed expanding the existing headworks screens and installing a new grit system and pumping station, pumping screened and degritted wastewater from Southeast to the upgraded and expanded Northeast WWTF through a new 20" force main. The College Street Wastewater Treatment Facility was upgraded for nutrient removal.

### **CITY HALL PUMP STATION AND FORCEMAIN, NICEVILLE, FLORIDA**

Owner: City of Niceville  
 Contact: Jonathan Laird  
 Phone No.: 850-279-6436  
 Construction Cost: \$1,700,000

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

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



### **PWS MASTER LIFT STATION & PARALLEL FORCEMAIN, PACE, FLORIDA**

Owner: Pace Water System, Inc.  
 Contact: Damon Boutwell, P.E., General Manager  
 Phone No.: 850-994-5129  
 Construction Cost: \$584,697

The project included the design and construction of a triplex replacement master lift station and over one mile of 20” HDPE force main including a 500 LF HDD



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

## **PWS 2.5MG REJECT STORAGE TANKS PACE, FLORIDA**

Owner: Pace Water System, Inc.  
Contact: Damon Boutwell, P.E. General Manager  
Phone No.: 850-994-5129  
Construction Cost: \$1,566,664

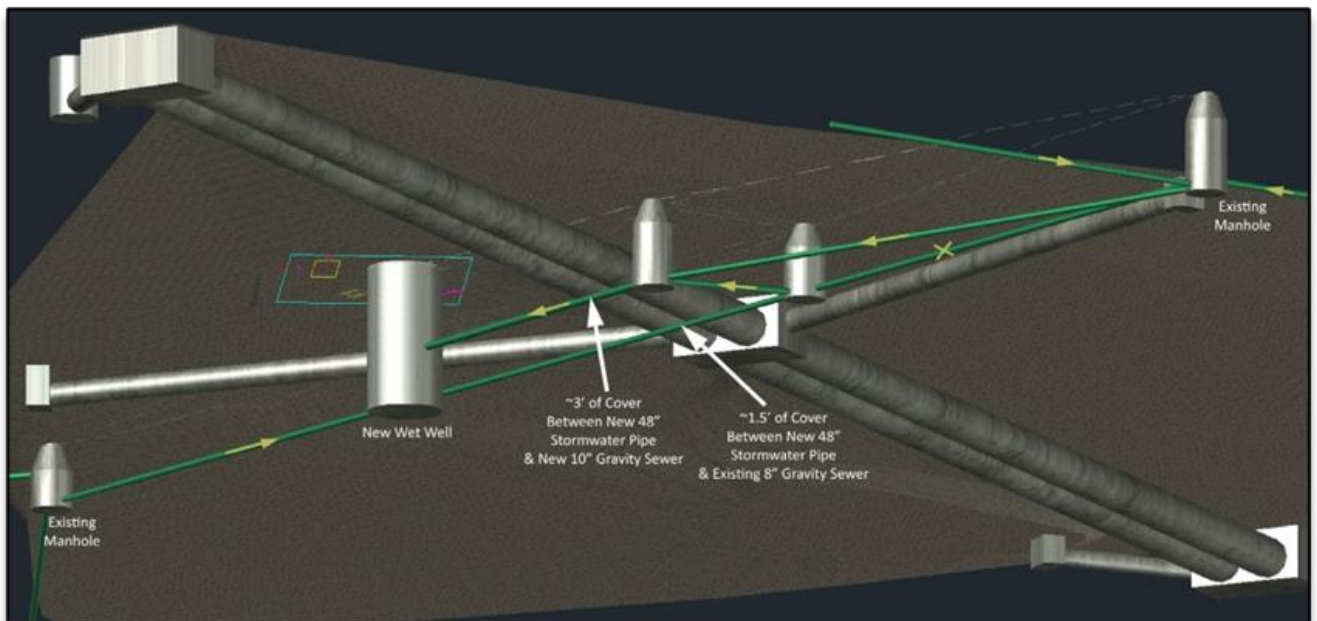


This project consisted of the design and construction of two 2.5 MG prestressed concrete (open top) ground storage tanks at the Pace Water System WWTF, including sitework, piping, fittings, valves. The two tanks were constructed on the site of the plant's aged, deteriorating, lined 1 MG reject pond. Due to increased current demands for the system's reuse water and excess capacity (tankage) at the plant, the valving was uniquely designed to allow use of one tank for reject and the other for reclaim water into the near future. As reuse demand and flow into the plant increases, an additional new reuse tank will be constructed off site and both of these tanks will be transferred to reject only. Pace Water System saved significant funds in earthwork, geotechnical investigations and mobilization by constructing the two tanks in one contract and by choosing open topped tanks rather than closed. It also extended the time for the construction of a new reuse tank by several years, allowing for flexibility in their CIP. The choice of open topped tanks in place of the pond also had no effect on their existing stormwater system.

## DUKE FIELD PUMP STATION/FORCEMAIN & CAMP RUDDER PUMP STATION/FORCEMAIN OKALOOSA COUNTY WATER & SEWER (OCWS)

Owner: Okaloosa County Water & Sewer  
 Contact: Jeff Littrell  
 Phone No.: 850-682-7172  
 Construction Cost: \$3,155,000

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



## 2022 WATER TANK INSPECTIONS, OKALOOSA COUNTY WATER & SEWER (OCWS)

Owner: Okaloosa County Water & Sewer  
Contact: Jeff Littrell  
Phone No.: 850-682-7172  
Cost: \$200,000

This current OCWS project includes the FDEP mandated interior cleaning and inspections of eleven (11) potable water storage tanks, visual inspection of hatches/doors and ventilation screening of the remaining nine (9) tanks in the OCWS system and exterior washing/cleaning of fifteen (15) tanks throughout Okaloosa County. Installation of new duckbill check valves to replace existing terminal overflow apparatus at all twenty (20) OCWS tanks to include removal of any appurtenances needed to attach new valves and touchup of paint around new valving installations is also concluded. This project is currently ongoing with the interior inspections nearing completion.



## OKALOOSA COUNTY WATER AND SEWER SYSTEM INDIVIDUAL WATER USE PERMITS

Owner: Okaloosa County Water & Sewer  
Contact: Jeff Littrell  
Phone No.: 850-682-7172

Poly's staff have handled all activities concerning NWF Water Management District Individual Water Use Permits (old Consumptive Use Permitting) for all of Okaloosa County's service areas for decades. Services provided include:

- New permit acquisition when a new service area was established in the north County area, including extensive modeling of the Floridan Aquifer prior to granting of the permit. The resulting permit (received in 1998) was the first 20-year permit issued in the NFWMD.
- Permit renewals for all service areas (currently reduced from four separate service areas to two after the coastal County West area was combined with another area and the coastal wells abandoned). The Bluewater and Main (combination of former Garniers, County West and Mid County systems) service area permits was recently renewed for ten-year periods through the new electronic permitting procedure.
- Some testing required by CUPs including static level testing of production and monitoring wells.

- All reporting required by the two permits including quarterly, annual and other random reporting, which includes well production, unaccounted for water quantities, water quality, static water levels, conservation and education efforts, usage analysis per capita and per connection and other information as requested by the District.

In addition, Poly staff handles renewal and reporting duties for the City of Niceville and renewal activities for the City of Valparaiso, also with the NFWFMD.

### **PHASE IV WATER SYSTEM IMPROVEMENTS – GENERAL BROWN WELLFIELD TRANSMISSION MAIN, WALTON COUNTY, FLORIDA**

Owner: WRP, Inc., South Walton Utility Company, Inc. and Destin Water Users, Inc  
 Contact: Alicia Keeter, P.E. General Manager (SWUC)  
 Phone No.: 850-837-2988  
 Construction Cost: \$20,000,000



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

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

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

## MID COUNTY (BLUEBERRY) TANK NO. 4, OKALOOSA COUNTY WATER & SEWER (OCWS)

Owner: Okaloosa County Water & Sewer  
Contact: Jeff Littrell  
Phone No.: 850-682-7172  
Construction Cost: \$2,470,000

This multi-phased OCWS project began with the design and erection of a 0.75 MG single pedestal elevated water storage tank including foundation design and a connecting water main, as well as contract administration and resident project representative (RPR) services. Contracted work also included site work, piping, grading, electrical and controls. Total project cost is \$1.24 million. Poly's scope of work also included funding acquisition assistance in the form of a 50% NFWFMD grant and all permitting including FDEP (Construction and NPDES), Okaloosa County, FDOT and FAA. In addition, Poly has prepared grant required semi-annual reports for the District throughout the life of the project.



The final portion of this multi-phase, multi-year project included the surface preparation and painting of the new Mid County (Blueberry) Tank #4, as well as repair, surface preparation and painting of two other OCWS elevated water storage tanks and FDEP mandated cleaning/inspection of ten other potable water storage tanks throughout the County. Total current project cost of the painting project was \$1.23 million. The original budget for the construction of the Mid County Tank #4 was \$2.5 M. The project was broken into separate construction and painting contracts for quality control and cost saving purposes. The resulting two projects (which included the additional work outlined above) came in under the original budget for the single tank at a total cost of \$2.47M for construction and painting.

## DESTIN WATER USERS ELEVATED WATER STORAGE TANK (FOREST TANK) DESTIN, FLORIDA

Owner: Destin Water Users, Inc.  
Contact: Monica Wallis, Operations Manager  
Phone No.: 850-837-3945  
Construction Cost: \$2,349,356

This DWU project was a multi-phase, multi-year project that included the design, permitting, funding acquisition



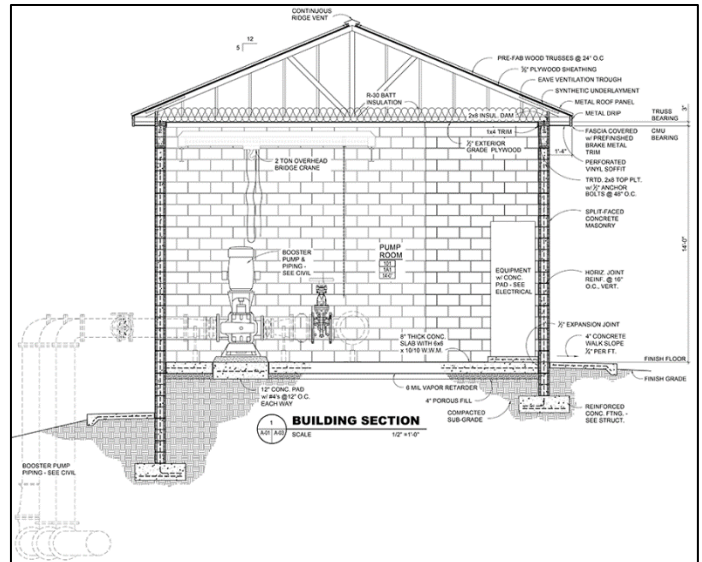
(Facilities Plan and SRF Loan), site work, surface preparation and painting of the new Tower #5 near Choctawhatchee Bay. Total final project cost of painting portion was \$781,637 including full mural. The original budget for the construction of the Tower #5 was \$2.3 M in the system’s Facilities Plan. The project was broken into separate construction and painting contracts for quality control and cost saving purposes. The resulting two projects (which included a full underwater scenic mural not in original budget) came in near the original budget at a total cost of \$2.35 M for construction and painting with mural. The final product was awarded the 2020 Tank of the Year for the US by Tnemec, Inc. in Oct 2020.



## REPLACEMENT OF OKALOOSA ISLAND BOOSTER PUMP STATION, OKALOOSA COUNTY WATER & SEWER (OCWS)

Owner: Okaloosa County Water & Sewer  
 Contact: Jeff Littrell  
 Phone No.: 850-682-7172  
 Est. Construction Cost: \$2,500,000

This OCWS project includes the design of a replacement water booster station located on Okaloosa Island. The old water booster station is being replaced at a higher elevation with emergency backup power and increased pumping capacity.



The new station, currently awaiting construction, consist of three (3) 30 HP, ~2,400 GPM booster pumps, a backup generator, and a re-chlorination system. The project also includes approximately 50 L.F. of 12" PVC (C900-DR18) water main, 165 L.F. of 16" DI (CL250) water main, and approximately 550 L.F. of 16" PVC (C905-DR18) (or 16" DI (CL250) water main to connect the station to the existing system. The project also includes the replacement of two non-functioning solenoid control valves at the East Island and El Matador elevated storage tanks.

POLY performed hydraulic modelling, survey coordination, geotechnical analysis of the site, pump selection, control selection, structural engineering, electrical engineering, architecture, utility coordination and other associated services on the project. POLY is currently finalizing all permits and reviewing the Contractor’s shop drawings as construction nears.



## 3. Firms' Qualifications

The success of POLY can be attributed to the hard work and commitment of the company management and staff to deliver quality projects on-time and in-budget leading to solid client relationships. We believe the following features of POLY sets our team apart from the competition when it comes to the design and completion of future proposed projects:

- Design and construction management of previous projects including upgrades to existing wastewater treatment plants allows POLY to have a superior understanding of the work to be performed and the design/permitting challenges that will be encountered for future projects. POLY is committed to seeing that projects meet schedule and budget requirements.
- POLY's design team for the proposed projects has the expertise, experience, training, education, availability and capacity to complete assigned work in a thorough yet timely manner.
- POLY's past record on recent related projects demonstrates our abilities to successfully design major wastewater plant and a variety of other projects. The experienced design team, led by Beth Brant, P.E. and Michael Evans, P.E. (based in Shalimar, FL), will be responsible for future projects with drafting and QA/QC support provided from our Dothan, AL office as needed.
- POLY is experienced working with the US Army COE, FDEP, FDOT, the NWF Water Management District and we are familiar with the assortment of permits and compliance reports that will be required from each of these entities for proposed projects.
- POLY utilizes the latest design software packages from Autodesk (Civil 3D) to design and prepare comprehensive construction plans. These tools, along with the knowledge of our experienced staff, help us ensure that projects are delivered within time and budget constraints without sacrificing quality or attention to detail.
- POLY is committed to supplying the necessary personnel and resources to meet the County's schedule for future projects, including a commitment to provide the necessary oversight during construction to ensure the plans, specifications and permit requirements are being complied with.

As mentioned previously, the success of POLY can be attributed to the hard work of our staff and our dedication to the delivery of quality projects on-time and within budget leading to solid client relationships. We encourage you to contact each of our references about our reputation, competence, and quality of work.

## 4. Performance Assurance

### CAPABILITY TO MEET DEADLINES

POLY is always willing to meet any reasonable time or budget requirement. We have consistently met schedules and deadlines and accomplished our projects within budgetary constraints. Our performance record show that we have never failed to meet a submittal deadline that has resulted in one of our clients losing funding for a project. POLY has earned an outstanding reputation for delivering quality projects within the client’s schedule and budget constraints. Projects such as the WRP pipeline described previously are examples of this commitment to time and budget constraints. Poly’s current workload is adequate for keeping our professional staff engaged, however we will have no problem adding future critical OCWS projects to our schedule and delivering them in a timely fashion.

Following are examples of projects with budget constraints that were met or exceeded by the Poly team:

<b>Mid County (Blueberry) Tank No. 4 OCWS</b>	
<b>Budgeted Cost: \$2.5 Million (original tank only)</b>	<b>Total Cost: \$2.47 Million (with additions to scope)</b>
<p>This OCWS project was broken into separate construction and painting contracts for quality control and cost-saving purposes. It was a multi-phase, multi-year project that included the design and erection of a 0.75 MG water storage tank and foundation, connecting water main, site work, electrical/controls, surface prep and painting of the new water storage tank. Due to the cost-savings of the original scope of work, the repair, surface prep and painting of two other OCWS elevated water storage tanks and other FDEP mandated cleaning/inspection of ten potable water storage tanks throughout the County were added. Poly's scope of work also included funding acquisition assistance in the form of a 50% NWFWMMD grant, all permitting, and the grant-required semi-annual reports for the life of the project. The estimated budget for the original project scope was \$2.5 M and came in under budget at \$2.47 M including the additional work.</p>	
<b>Cypress Creek WWTF &amp; Interceptors</b>	
<b>Budgeted Cost: \$6.879 Million</b>	<b>Total Cost: \$5.968 Million</b>
<p>The City of Dothan project consisted of a new 3.0 MGD extended aeration activated sludge WWTF including screening, grit removal, influent pumping, oxidation ditch, clarifiers, rotary drum sludge thickeners, UV disinfection, water reuse pumping system, control shop/lab building, well water supply plant and all other associated electrical, lighting, plumbing, heating/ventilation, controls, piping and site work.</p>	
<b>Okaloosa County Industrial Park WRF Expansion</b>	
<b>Budgeted Cost: \$500,000</b>	<b>Total Cost: \$486,062</b>
<p>Cost of Initial 0.3 MGD expansion of Jerry D. Mitchem WRF. Phase 2 budgeted cost is \$1.4M and will bid in 2022, funded by Consortium (BP Oil Spill) grant funding.</p>	



<b>Ozark Lagoon Upgrade</b>	
<b>Budgeted Cost: \$974,000</b>	<b>Total Cost: \$906,000</b>
Upgrade of 0.5 MGD WWT lagoon by constructing two polishing cells, a 700 GPM effluent pumping station, and 18,000 L.F. of effluent force main.	
<b>City of Niceville WWTF Expansion</b>	
<b>Budgeted Cost: \$1,784,000</b>	<b>Total Cost: \$1,779,120</b>
1.0 MGD expansion of NVOC Regional WWTF utilizing contact-stabilization activated sludge process, aerobic digestion, and clarification.	
<b>Blackman Community Water System</b>	
<b>Budgeted Cost: \$6,000,000</b>	<b>Total Cost: \$5,793,700</b>
Complete new rural water system including over 41 miles of piping, two Floridan Aquifer wells with houses, elevated storage tank, over 250 initial connections and fire hydrants spaced appropriately to meet current Okaloosa County fire ordinance. Multiple funding sources and construction phases, completed over seven years from cradle to startup.	
<b>OCWS Garniers Sludge Dewatering Facility</b>	
<b>Budgeted Cost: \$469,500</b>	<b>Total Cost: \$464,319</b>
Garniers sludge dewatering facility utilizing belt filter press.	
<b>OCWS Expansion of Garniers WWTF</b>	
<b>Budgeted Cost: \$3,000,000</b>	<b>Total Cost: \$2,600,000</b>
Expansion of the 5.12 MGD Garniers WWTF to 6.5 MGD including contact-stabilization tank additions, clarifiers, screens, seepage treatment and odor control.	
<b>NVOC Regional Sprayfield</b>	
<b>Budgeted Cost: \$2,270,000</b>	<b>Total Cost: \$2,281,344 (with addition to scope)</b>
Environmental assessment design and construction of NVOC WW effluent disposal sprayfield for a 2.0 MGD wastewater treatment facility. Endangered species investigations and studies were added after original budget was established.	

## 6. Proposed Project Team

### **Michael Evans, P.E.** Principal Civil Engineer

**Registration:** Professional Engineer, FL and AL, FDEP Qualified SW Mgt. Inspector

**Education:** BS in Civil Engineering – Florida State University

**Professional Affiliations:** FES, National Society of Professional Engineers, American Water Works Association

Mr. Evans has 24 years experience in civil engineering projects, all with Poly. His recent project management and design engineering experience includes the following infrastructure related projects:

- Okaloosa County Booster Pump Station. Project Manager and Design Engineer for the design to replace the existing aging water booster station.
- Duke Field Pump Station/Forcemain & Camp Rudder Pump Station/Forcemain. Project Manager and Design Engineer for the design of a major sanitary sewer transmission system to convey wastewater from Duke Field and Camp Rudder to the Arbennie Pritchett WRF.
- East County Reclaimed and Wastewater Transmission Mains. Project Manager and Design Engineer for of over 11 miles of 20" reclaimed water transmission main from the Arbennie Pritchett WRF in Fort Walton Beach to the Eglin AFB Golf Course in Niceville, Florida.
- East County Wastewater Transmission Force Main. Project Manager and Design Engineer for the design of over 7.5 miles of 18", 24" and 30" PVC, Ductile Iron and HDPE sanitary sewer force main along with associated valves and fittings to convey wastewater from the Niceville Area to Okaloosa County's Arbennie Pritchett WRF.
- Experienced with permit applications, renewal and compliance procedures for water supply, water distribution, sanitary sewer collection, storm water, drainage, wetlands and others.

### **Beth Brant, P.E.** Principal Environmental Engineer

**Registration:** Professional Engineer, FL, AL, and MS

**Education:** BS in Agriculture, ME in Environmental Engineering Sciences - University of Florida

**Professional Affiliations:** FES, SAME, WEF, NACE, Society of Women Engineers (SWE)

Ms. Brant has 24 years experience in civil engineering and water/sewer construction projects, twenty-two with Poly. Her recent project management and design engineering experience includes the following infrastructure related projects:

- Project Manager for the 2022 Water Tank Inspection Project.
- Design/Project Engineer and Administrator for Pace Water System's two 2.5MG Reject/Reclaim Storage Tanks.
- Jerry D. Mitchem WRF Effluent Pumping and Disposal Improvements at Bob Sikes Airport. Phase I - Design and Project Engineer for the project which includes a 0.3 MGD Absorption Bed. Phase II - Design Engineer for the design and permitting of an expansion of the effluent disposal system from 0.3 MGD to 1.132 MGD to accommodate further expansion of the plant and the industrial park.
- Mossy Head Industrial Park WWTF. Permitting Engineer for environmental services and funding acquisition assistance of a tertiary treatment facility with nitrogen removal with effluent applied to sub-surface absorption beds to serve a new commerce park, neighboring school and nearby large scale development.
- Coordinator for Permit Applications, Renewals and Compliance for OCWS – FDEP and NWFWMMD
- Design/Project Engineer for PWS Master Lift Station & Parallel Forcemain.

## Max Mobley, P.E.

Sr. Principal Environmental Engineer

**Registration:** Professional Engineer, FL, GA, and AL

**Education:** BS in Civil Engineering, MS in Environmental Engineering - Auburn University

**Professional Affiliations:** American Society of Civil Engineers, Water Environment Federation, Alabama Water Environment Association, AWWA

Mr. Mobley has 47 years experience in Civil and Environmental Engineering Project Planning, Design, and Management.

- Little Choctawhatchee WWTF Expansion. This project consists of an expansion and upgrade of an existing 5 MGD activated sludge wastewater treatment plant. The WWTP is being expanded to 12 MGD and both nitrogen and phosphorus removal incorporated in the plant flow train.
- Enterprise WWTF Upgrade. Project consisted of the upgrade and expansion of the City of Enterprise's Northeast Wastewater Treatment Facility, the upgrade of the College Street Wastewater Treatment Facility and the Conversion of the Southeast Lagoon to preliminary treatment and effluent pumping.
- Fort Rucker, AL WWTF Upgrade. Project consisted of replacement of clarifier equipment, improvements to the plant surge control system, modification to the flow equalization basin pumps, replacement of one of the flow equalization basin aerators, new effluent disinfection system using sodium hypochlorite, new administration building, refurbishing all exposed concrete surfaces, site paving improvements, new RAS/WAS pumps and various other improvements.
- Cypress Creek Wastewater Treatment Plant and Interceptors. Project consisted of a 3 MGD Oxidation Ditch Activated sewer plant and 23,000 L.F. of 30" and 36" intercept sewers.

## Glenn D. Stephens, P.E.

Vice President – Environmental

**Registration:** Professional Engineer, FL, GA and AL

**Education:** BS, Biosystems Engineering, MS, Sanitary Engineering - Auburn University

**Professional Affiliations:** Alabama Water Environment Association, Florida Engineering Society, Water Environment Federation, Southeast Chapter of the Alabama Society of Professional Engineers Past President

Mr. Stephens has 43 years experience in water and wastewater planning, design, permitting, and construction contract administration. He has designed projects with construction costs in excess of \$80 M, including the following:

- Mossy Head Industrial Park WWTF. Design and Project Engineer for the complete engineering services for the design, permitting, funding acquisition assistance and construction of a tertiary treatment facility with nitrogen removal with effluent applied to sub-surface absorption beds to serve a new commerce park, neighboring school and nearby large scale development.
- Conversion of Treatment Process to BNR, NVR (NVOC) Regional WWTF. Conversion of the existing contact-stabilization treatment process to the integrated fixed-film / activated sludge (IFAS) process to provide biological nitrogen removal. Phosphorus removal by chemical precipitation using alum. Effluent limits of 3 mg/l total nitrogen and 2 mg/l total phosphorus, annual average.
- Inlet Beach Wastewater Treatment Facility. Project included conceptual design and assisting Inlet Beach with site acquisition for a new 125,000 gallon per day WWTF with Nitrogen and Phosphorus removal and rapid infiltration basins.

**Ethan A. Floyd, P.E.**  
Civil Engineer

**Registration:** Professional Engineer, FL and AL

**Education:** Bachelor of Science in Civil Engineering, The University of Alabama

**Professional Affiliations:** Society of American Military Engineers

Mr. Floyd has 8 years experience in civil engineering projects:

- Wastewater Treatment and Infrastructure troubleshooting, NVR (NVOC) Treatment Plant, Niceville
- Pace Water System Master Plan Update, Pace, FL – Staff Engineer for the complete update of Pace Water System’s Master Plan which includes potable water, wastewater and reuse facilities. In addition to modeling current and future scenarios through 2040 the Plan will include a Capital Improvement Plan for all resources included projected improvements with cost estimates through 2040.
- DWU Unidirectional Flushing Program – Utilized KY Pipe modeling software to design a unidirectional flushing program for Destin Water Users to improve water quality in Crystal Beach service area.
- Hydraulic Modeling and Investigation of Low Pressure Sewer System, Sumter County Sewer Authority, Sumter County, AL, including preparation of Preliminary Engineering Report (PER) for funding requirements of the proposed project.
- Wastewater Treatment and Infrastructure troubleshooting, City of Moundville
- NPDES Permit Applications: National Cement; Nucor Steel; Carmeuse Lime; Ragland Clay Products
- City of Niceville Lift Station Upgrades. Project included complete rehab of multiple existing stations.

**Wade Fulford**

Site Representative/Engineering Technician

**Education:** Associate Degree Drafting and Design Technology

**Professional Affiliations:** FDOT Advanced MOT Certificate #18356, FL Stormwater Inspector #29910

Mr. Fulford has 27 years extensive experience in AutoCAD drafting. He has 17 years experience in drafting survey topography, and design drawings for improvements which include water, sanitary sewer, storm sewer, streets, commercial and industrial sites, and subdivisions. He also has construction observation experience as well as experience in the field survey of site improvements, deed and property research, easements, boundaries, topographies, landline stakeouts, project estimates, submittal reviews, project documentation (design and construction), public well water sampling and testing. As well as experience in permitting and planning within the guidelines of the ALDOT, FLDOT, FAA, FEMA, and other City, County and State agencies located in Alabama and Florida.

- Okaloosa Island Booster Pump Station, Okaloosa County, FL
- Enterprise WWTF Upgrade, Enterprise, AL
- SWUC Six Lane Utility Relocation Project Along US Highway 98 for South Walton Utility Co.
- NVOC Bypass Forcemain, Okaloosa County, FL
- East County Wastewater Transmission Main, Okaloosa County, FL
- 2014 Sanitary Sewer Rehabilitation – Phase I, Okaloosa County, FL
- Enterprise CDBG Sewer Improvements, Enterprise, AL

## Christopher Garick, P.E. RCDD

Electrical Engineer

**Registration:** Professional Engineer, MS

**Education:** Bachelor of Electrical Engineering, Mississippi State

**Professional Affiliations:** Florida Engineering Society, National Society of Professional Engineers

Chris is an originator and current owner of Humber-Garick. His role is to oversee the day-to-day operations so that all employees of the firm provide services in a coordinated effort. He also leads the telecom design service area for Humber-Garick. Chris has 24 years of consulting engineering experience in lighting, power, telecommunications and signaling systems design.

- Okaloosa County Booster Pump Station. HG is providing the electrical designs to replace the existing aging water booster station.
- Niceville Wastewater Treatment - HG provided electrical lighting protection, engineering and construction documents for the Niceville Wastewater Treatment Plant.
- NWFSC Lift Station Lightning Protection - HG successfully investigated and designed the lightning protection system for the lift station that was experiencing frequent surge damage. Design included NEC 250 grounding and bonding as well as surge protective devices to mitigate lightning surge events.
- Deer Moss Creek Lift Station - HG designed the electrical distribution for the lift station to include generator emergency power backup and control panel design.

## Tate Flowers, PLS, PSM

Surveyor

**Registration:** Professional Land Surveyor, FL and AL

**Education:** Bachelor of Science Emphasis in Geomatics, Troy University, Alabama

**Professional Affiliations:** Florida Surveying and Mapping Society

Mr. Flowers has 15 years of Professional Surveying and Mapping experience. Tate is responsible for project coordination and scheduling field and office personnel for a variety of public and private survey projects.

### Okaloosa County, General Projects

- North Gate Holding Area: Eglin Air Force Base, Construction Layout, As-Built Survey
- Crestview Sidewalk Project, Industrial Drive, Desing Survey
- PowerSouth Energy Cooperative 1.7-Mile Duct Bank Along 2nd Street and Eglin Boulevard, Topographic Survey, Construction Layout
- Stillwell Boulevard Sidewalk, Topographic Survey

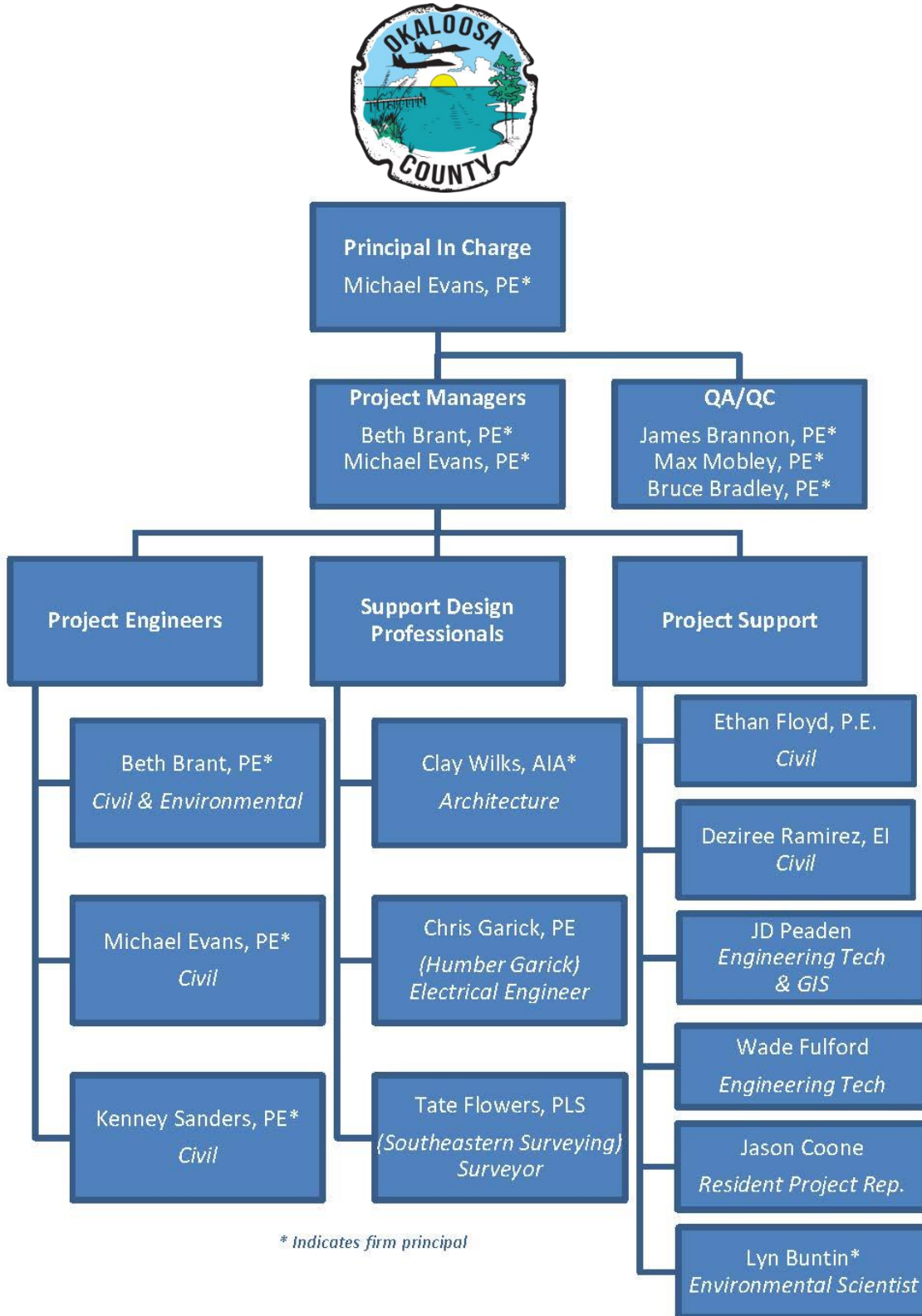
### Okaloosa County, Duke Energy Florida Projects

- Sabal Solar-Highway 90 and Holland Road, ALTA Boundary Survey, Legal Description

### Okaloosa County, Florida Department of Transportation Projects

- SR 30 (US 98) from East of Cody Avenue to SR 393 Mary Ester BLVD, Design Survey
- Southwest Crestview Bypass, Control Survey
- SR 189 from SR 4 to the Alabama State Line, Design Survey

**PROPOSED ORGANIZATIONAL STRUCTURE TO SERVE OKALOOSA COUNTY:**





## 7. Regulatory & Grant Experience

Our staff regularly prepares water, wastewater and stormwater operating system permit applications through the FDEP, NFWMD and other local agencies. In particular, our local Shalimar staff applies for and coordinates compliance with the FDEP's Individual Wastewater Permits for the Cities of Niceville and Valparaiso as well as Okaloosa County. In addition, they have completed permit modifications and general permits for the wastewater treatment facility modifications and transmission mains. Most recently, the Shalimar staff submitted a permit for South Walton Utility Co. Well No. 10 Rehabilitation located in the Rockhill Wellfield located in Walton County.

### PARTIAL PERMITTING PROJECTS

Below is a partial list of Water, Wastewater, Reclaimed Water and Biosolids Permits:

- Okaloosa Island Replacement Booster Pump Station for Okaloosa County, FL;
- PWS Well No. 11 and 1.0 MG Elevated Water Storage Tank, Santa Rosa County, FL;
- Garniers Sewage Treatment Plant for Okaloosa County, FL renewed 5 times (including major modifications);
- County West (Russell Stephenson) Wastewater Reclamation Facility for Okaloosa County, FL renewed 3 times;
- NVR (previously NVOC) Regional Wastewater Treatment Facility, renewed 5 times;
- Jerry D. Mitchem WRF for Okaloosa County, FL renewed six times (including conversion of disposal system from sprayfield to subsurface absorption beds and further expansion of disposal);
- Chateau Pres de la Mer STP for Okaloosa County renewed 3 times;
- Pace Water System WWTF, renewed 2018;

All these permit renewals included the wastewater treatment facility and the effluent disposal/reuse system. Three of these facilities use slow-rate, restricted public access land application sites (sprayfields), three used rapid-rate, restricted access sites (rapid infiltration basins) and Jerry D. Mitchem WRF uses subsurface absorption beds due to its location at the airport. In addition, the NVR (NVOC) and Pace facilities have public access reclaimed water systems which irrigate residential lots, golf courses, a cemetery, and multiple recreational sites (softball, soccer and baseball). The Pace WWTF uses constructed wetlands for primary effluent disposal. In addition, all of these facility permit renewals included a Biosolids Management Plan with a Nutrient Management Plan, a Pathogen Reduction Plan and a Vector Attraction Reduction Plan as required by Chapter 62-640, F.A.C., and EPA 40 CFR Part 503 regulations. All permits required close coordination with Mr. Bill Evans, Ms. Katie Ates and other current staff of the NW District office of the FDEP.

## **GRANT / FUNDING EXPERIENCE**

Poly staff is well versed in all funding sources available for municipal infrastructure projects, with decades of experience with FDEP State Revolving Fund (SRF), USDA Rural Development Funding (grant and loan), legislative appropriations (generally through FDEP) as well as the cadre of new funding sources resulting from the BP Deepwater Horizon oil spill. Following is an example of a project with multiple funding sources managed from “cradle to grave” by Poly staff as well as a summary table of example SRF specific Poly projects.

### **BLACKMAN COMMUNITY PHASE I WATER SYSTEM IMPROVEMENTS BAKER, FLORIDA**

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

Phase I of the startup system included over 41 miles of 8”, 6” and 3” diameter water mains (including over 2 ½ miles of directional bores under wetlands and highway crossings) as well as two water supply wells (per FDEP requirements for backup), a 150,000 gallon elevated tank (pedestal spheroid) and 177 fire hydrants. In addition to providing safe, reliable drinking water to the residents, the new system is in full compliance with the Okaloosa County Fire Ordinance.

Majority of the project was funded through a USDA grant of \$2,984,000 and USDA loan of \$1,961,000. The remainder of the funds for the system came from a legislative appropriation of \$300,000 and \$312,000 of CDBG PGI funds from Okaloosa County.

Poly’s scope of work included grant and loan application development, other funding acquisition, all permitting, preparation of specifications and bidding documents, bidding services, contract administration and construction inspection.

**Construction Cost: \$5,793,700**





## POLY PARTIAL LIST OF PROJECTS FUNDED BY SRF LOANS

OWNER	PROJECT DESCRIPTION	STATUS/ YR COMP	COST	FUNDING SOURCE
Destin Water Users	New Elevated Water Storage Tank, Test Well & Well	Ongoing	~4 million	DWSRF
City of Brundidge, AL	Contract 2 – Recoating the Walmart Tank DWSRF Project No. FS010139-02	2019	114,550	DWSRF
City of Dothan, AL	2016 Sanitary Sewer Improvements (Woodland, Appletree, Flynn, and Plant) CWSRF No. CS010292-32	2018	1,281,332	CWSRF
Beauregard Water Authority, AL	2016 Water System Improvements DWSRF No. FS010216-01	2017	2,162,399	DWSRF
City of Brundidge, AL	2016 Sewer System Improvements (Contract 2) SWSRF No. CS010864-01	2017	1,923,014	CWSRF
City of Dothan, AL	Rock Creek\Little Choctawhatchee Trunk Line CWSRF No. CS010292-32	2017	6,828,251	CWSRF
Henry County Water Authority, AL	DWSRF SCADA Improvements	2015	730,000	DWSRF
City of Brundidge, AL	2012 Water System Improvements DWSRF Project No. FS010139-02	2015	794,767	DWSRF
Pike County Water Authority, AL	Replacement of Pump in the Mount Carmel Well	2015	86,541	DWSRF
City of Reform, Alabama	Wastewater Treatment System Improvements CWSRF Project No. CS010849-01	2014	1,600,000	CWSRF
South Walton Utilities and Destin Water Users, Florida	Water Main Extension along Highway 331.	2013	22,000,000	DWSRF
Town of Webb, Alabama	Water Meter Replacement – 709 radio read meters ranging in size from 5/8" to 2"	2013	209,904	DWSRF
City of Abbeville, AL	2011 DWSRF Metering Improvements Abbeville Water System	2013	536,578	DWSRF
City of Niceville, FL	Lift Station #1 Replacement	2013	321,570	CWSRF

## 8. References

The following services have been provided on multiple projects for all references as required: Planning, funding acquisition, design, permitting, bid phase, construction phase (including inspection), contract closeout and project start-up. Note that Poly is working under long-term continuing contracts with Destin Water Users, City of Niceville, City of Valparaiso and Pace Water System (20-year contract) and South Walton Utilities, as well as with Okaloosa County.

### City of Niceville

Lannie Corbin, City Manager  
208 N. Partin Drive  
Niceville, FL 32578  
Phone: 850-729-4008; email: admin@niceville.org

#### Projects completed:

- New Pump Station at City Hall
- Utility Relocation for Widening SR 85
- NVOC Regional Wastewater Treatment Facility
- Water Main Loop Under Turkey Creek
- 18<sup>th</sup> Street Water Main Replacement
- SCADA System
- Swift Creek Watermain and Bore
- Niceville Sidewalks
- NVOC 3.35 MGD WWTF Upgrade
- 2,000 GPM triplex pump station at City Hall
- 2,500 GPM triplex pump station including SCADA
- Niceville Pump Station Improvements
- 27<sup>th</sup> Street Sanitary Sewer Rehab

### Pace Water System, Inc.

Damon Boutwell, P.E., General Manager  
4401 Woodbine Road  
Pace, FL 32571  
Phone: 850-994-5129; email: dboutwell@pacewater.org

#### Projects completed:

- Master LS Replacement and Parallel Master FM
- 2.5 MG Reject Tanks Addition at WWTF and WWTF Permit Renewal
- Water System Improvements including New Potable Water Well, 1 MG Hydropillar Water Tank and 16" Connecting Water Main
- Miscellaneous Gravity Sewer Improvements

### Destin Water Users

Moncia Wallis, Operations Manager  
14 Industrial Park Lane  
Destin, FL 32541  
Phone: 850-334-3945; email: mwallis@dwuinc.com

#### Projects completed:

- SRF Water Facilities Plan
- 0.75 MG Water Storage Tank
- Test Well for Well #5
- New Well No. 5 Replacement (designed)

### City of Dothan

Billy Mayes, P.E., Dothan Utilities Manager  
P.O. Box 2128  
Dothan, AL 36302  
Phone: 334-712-2500; email: brmayes@dothan.org

#### Projects completed:

- Little Choctaw WWTF Expansion
- Cypress Creek WWTF and Interceptors
- Long Range Water Supply Master Plan Upgrade

### South Walton Utility Co., Inc.

Alicia Keeter, General Manager  
369 Miramar Beach Drive  
Miramar Beach, FL 32550  
Phone: 850-837-2988; email: aak@swuci.org

#### Projects completed:

- South Walton Water Improvements
- Area-Wide Alternative Water Supply Source Expansion
- Six-Laning Utility Relocation along US Hwy 98
- Sanitary Sewer Evaluation and Rehab
- WRP Water System Improvements

## 9. Additional Information & Comments

As we’ve emphasized above, our ability to meet the County’s needs is rooted not only in our technical experience but in our commitment to developing long-term relationships built on mutual confidence and trust. We think our long tenure with many clients clearly demonstrates this commitment, as noted in a partial client list included below.

Further, we are deeply rooted in the local community and have chosen to live, work, worship and raise our families here in Okaloosa County. Two of the principal engineers that will be regularly assigned to your projects are Okaloosa County natives. As a result, we are vested as a company in the success and long term prosperity of this area. Likewise, we have chosen team members who are equally professional, proficient and deeply rooted in the Northwest Florida community.

We also mentioned that we bring with us “lagniappe” ...that little something extra in customer service. Nearly any engineering firm can design a water line, however we will go the extra mile beyond just basic design by offering unparalleled personal service, respect, communication, attention to detail, satisfaction and loyalty. Further, we will ensure all team members are aware of your expectations that include but are not limited to, a clear point of contact, the need to be kept informed, good cost control and that technical competence is paramount.

<u>Client</u>	<u>Contact</u>	<u>Phone Number</u>	<u>Years As Client</u>
Abbeville, City of	Mayor Ryan Blalock	(334) 585-6444	47
Beauregard Water Authority	Richard Skinner	(334) 749-4900	28
Brundidge, City of	Mayor James Ramage	(334) 735-2385	46
Columbia, City of	Mayor Sandra Lovett	(334) 696-4417	31
Covington Rural Services	President Bert Champion	(334) 347-1971	41
Dale County Board of Education	Dr. Phillip Parker, Superintendent	(334) 774-2355	26
Dale County Commission	Chairman Eunice Hagler	(334) 774-6025	23
Dale County Water Authority	Chairman Steve Stevens	(334) 774-3331	35
Dothan - Water & Electric	Jerry Corbin, Public Works Director	(334) 671-1622	45
Enterprise, City of	William Cooper, Mayor	(334) 347-1211	46

## 10. Business Credentials & Other

POLY is in its 63rd year of providing professional engineering and architectural design services to municipalities and utility system clients. The Florida office was established in 1970 to better serve the growing demands of our clients in northwest Florida, particularly Okaloosa County. Poly has been providing service continuously since that time in the heart of the Panhandle. Our staff consists of over 40 multi-disciplined professionals including civil and environmental engineers, architects, professional geologists, environmental scientists, planners, surveyors and construction representatives. This diverse in-house staff allows Poly to provide a broad range of engineering and architectural services.



*Shalimar, FL Office*

### LOCAL TEAM APPROACH TO OKALOOSA COUNTY'S NEEDS

POLY is uniquely qualified to serve the needs of Okaloosa County due to our primary focus of utility consulting engineering with over 63 years of experience. While not working for private developers, our interest lies primarily in serving the needs of utility clients and assisting them with their infrastructure needs, focusing for decades on the development and expansion of water and wastewater systems.

Providing licensed surveying services as needed on the proposed contract will be Southeast Survey and Mapping Corporation (SSMC) of Panama City. Tate Flowers of SSMC has 15 years of Professional Surveying and Mapping experience. SSMC will be responsible for scheduling field and office personnel for projects requiring a licensed surveyor. Tate has extensive experience in all aspects of surveying and mapping services including but not limited to Boundary Surveys, Right of Way Mapping, Topographic Surveys, Volumetric Survey, Acquisition Surveys, ALTA Land Titles, LiDAR, Construction Layout, Terrestrial Scanning, SUE Survey, Environmental Surveys, Hydrographic Surveys, and most importantly



*Dothan, AL Office*

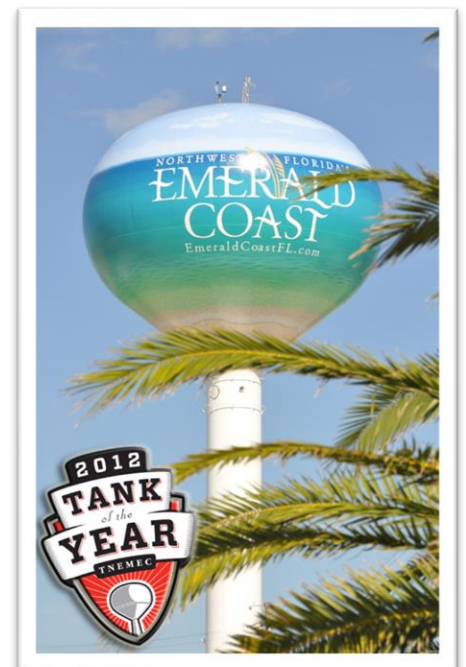
successful completion of numerous of these types of task assignments on time and on budget. All other survey needs will be completed by Poly's in-house survey crew.

The final addition to the team is our electrical engineering partner Humber-Garick Consulting Engineers. Mr. Chris Garick, P.E., has practiced in Okaloosa County for the past 21 years. He and his partners have provided extensive electrical design expertise for municipalities and other area governmental entities for many decades. HG is currently teaming with Poly to upgrade/streamline the electrical panels for all OCWS's potable water wells and the Replacement Okaloosa Island Booster Pump Station.

## **CONTRACT UNDERSTANDING**

POLY has been working with utility systems in the Florida Panhandle since shortly after our inception in 1959. Working for decades on the Gulf Coast, we are intimately familiar with the circumstances faced by Okaloosa County. Tightening budgets, increased growth in constrained areas, shrinking right-of-ways, aging infrastructure, constantly changing supply chains and limited opportunities for higher rates from the municipality/utility's customers (users) encompass the day-to-day challenges of all our clients.

POLY has provided services on hundreds of projects in northwest Florida. Our staff is extensively familiar with conditions encountered in the area and is very familiar with the regulations and permitting requirements of the Florida Department of Environmental Protection (FDEP), the Northwest Florida Water Management District (NFWFMD), the U.S. Corps of Engineers, DCA, DOE, the Florida Department of Transportation and the Florida Building Code, as well of the cadre of funding sources resulting from the BP Deepwater Horizon oil spill. POLY has an excellent reputation with FDEP and the NFWFMD, as well as local counties' and municipalities' permitting



*Okaloosa County Main Island Tank*

departments and we work closely with their staffs to ensure projects meet all regulations and are permitted as quickly as possible.

## **GENERAL CAPABILITIES AND EXPERIENCE**

- Industrial Water Supply and Wastewater Treatment
- Wastewater Transmission, Treatment and Disposal or Reuse
- Water Treatment and Supply
- Stormwater Hydraulic Studies and Infrastructure Design
- Water Storage and Distribution
- Stormwater Retention and Treatment
- Paving and Drainage
- Solid Waste Disposal
- Architectural Design
- Environmental Assessments and Monitoring

## **POLY ROUTINELY PROVIDES THE FOLLOWING SERVICES ON OUR PROJECTS:**

- NPDES Permit Assistance
- FDEP Permit Drawings and Applications
- Wastewater Treatment Plant Permitting
- Feasibility Studies
- Surveying and Easements
- Review of DOT, FDEP Regulations and Local Ordinances
- Complete Construction Plans and Specifications
- Cost Estimates
- Bidding Documents
- Assistance with Receiving, Tabulating, and Evaluating Bids
- Conducting Pre-Construction Conference
- Utility Coordination
- Providing Construction Inspection
- Reviewing Contractor Materials
- Preparing Construction “As-Built Drawings”
- Grant and Loan Acquisition Assistance
- Consumptive Use Permit Assistance

## **COST CONTROLS**

Construction costs can be controlled by:

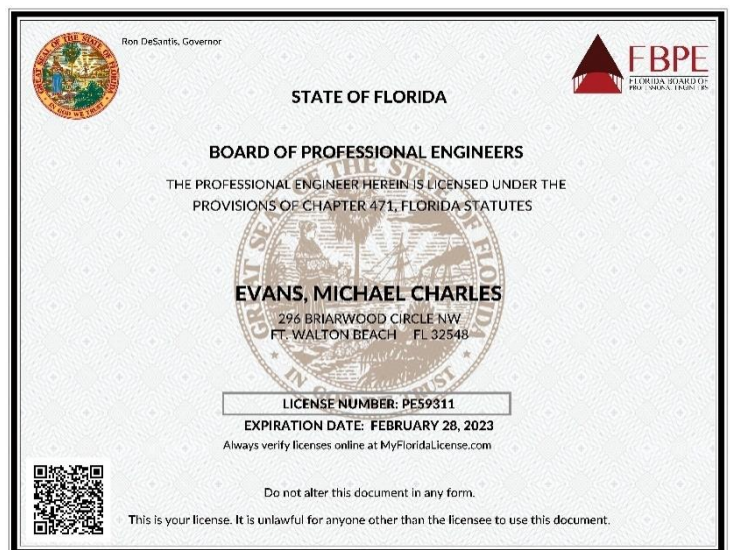
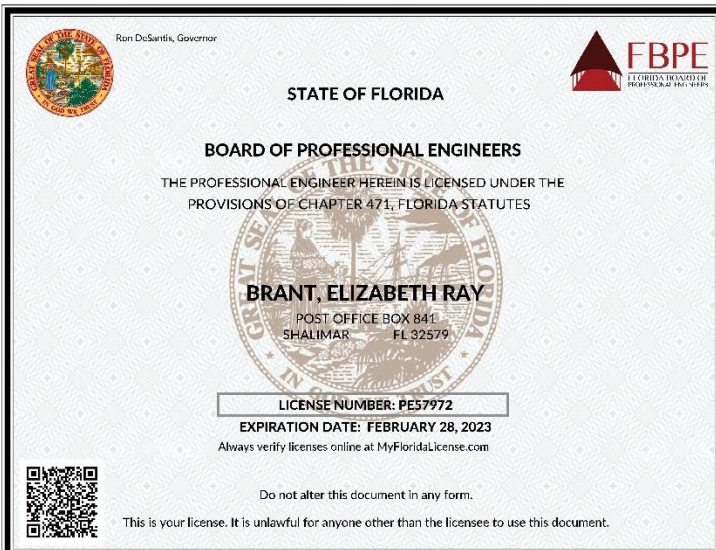
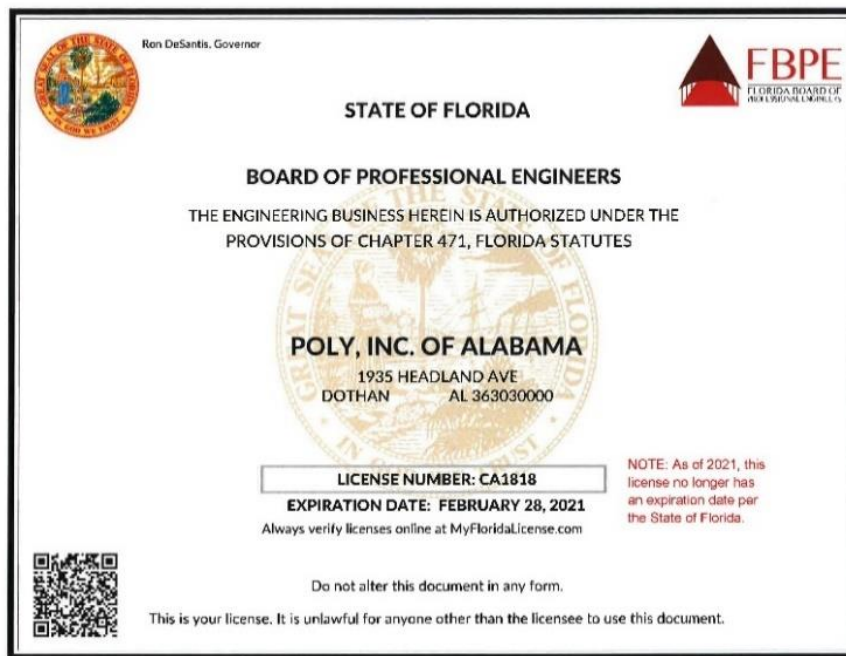
- Establishing a well-defined project scope early on thus minimizing changes during the preliminary design
- Updating the construction cost estimate at specified intervals
- Value engineering prior to bid
- Clear, concise, well-prepared construction documents
- Experienced oversight during construction



## ACTIONS PENDING

Poly has had no investigative, disciplinary or enforcement actions pending against it since its inception in 1959.

## CERTIFICATE OF AUTHORIZATION AND REGISTRATIONS



Ron DeSantis, Governor

STATE OF FLORIDA

FBPE  
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

BOARD OF PROFESSIONAL ENGINEERS

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

**STEPHENS, GLENN D**  
PO BOX 837  
DOTHAN AL 36302-0837

LICENSE NUMBER: PE33052  
EXPIRATION DATE: FEBRUARY 28, 2023  
Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor

STATE OF FLORIDA

FBPE  
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

BOARD OF PROFESSIONAL ENGINEERS

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

**BRANNON, JAMES R**  
PO BOX 837  
DOTHAN AL 36302

LICENSE NUMBER: PE38098  
EXPIRATION DATE: FEBRUARY 28, 2023  
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Ron DeSantis, Governor

STATE OF FLORIDA

FBPE  
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

BOARD OF PROFESSIONAL ENGINEERS

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**FLOYD, ETHAN ALEXANDER**  
102 SUNSET LANE  
SHALIMAR FL 32579

LICENSE NUMBER: PE88096  
EXPIRATION DATE: FEBRUARY 28, 2023  
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Ron DeSantis, Governor

STATE OF FLORIDA

Florida dbpr  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

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

**WILKS, CLAYTON MICHAEL**  
POLY, INC. OF ALABAMA  
965 COUNTY ROAD 725  
ENTERPRISE AL 36330

LICENSE NUMBER: AR97955  
EXPIRATION DATE: FEBRUARY 28, 2023  
Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor

STATE OF FLORIDA

FBPE  
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

BOARD OF PROFESSIONAL ENGINEERS

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

**GARICK, CHRISTOPHER A.**  
142 EGLIN PARKWAY SE  
FT. WALTON BEACH FL 32548-5945

LICENSE NUMBER: PE53924  
EXPIRATION DATE: FEBRUARY 28, 2023  
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Florida Department of Agriculture and Consumer Services  
Board of Professional Surveyors and Mappers

LS7154

Professional Surveyor and Mapper  
**TATE BRANTLEY FLOWERS**

IS LICENSED under the provisions of Ch. 472 FS  
Expiration date: February 28, 2023



A shortlist of Poly’s Certificate of Authorization and licenses for our professionals registered in Florida that will be working for Okaloosa County are below:

<b>Company Name</b>	<b>Name</b>	<b>FL License Number</b>	<b>Expertise</b>
<b>Poly, Inc. CA# 1818 Civil/Environmental Engineering</b>	Beth Brant, P.E.	57972	Project Manager Environmental Engineering/Permitting
	Max Mobley, P.E.	35891	QA/QC Planning
	Michael Evans, P.E.	59311	Civil Engineering/ Permitting
	Glenn Stephens, P.E.	33052	Environmental Engineering/Permitting
	Ethan Floyd, P.E.	88096	Civil Engineering/Permitting
	Wade Fulford Inspector	FL SW Inspector 29910	Civil Designer/ Site Representative
<b>Humber-Garick Consulting Engineers, Inc. CA# 6680</b>	Chris Garick, P.E.	53924	Electrical Engineer
<b>Southeast Surveying and Mapping Corporation Professional Land Surveying</b>	Tate Flowers, PLS, PSM	LS7154	Surveyor

# *State of Florida Department of State*

I certify from the records of this office that POLY, INC. OF ALABAMA is an Alabama corporation authorized to transact business in the State of Florida, qualified on April 25, 1983.

The document number of this corporation is 856246.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on March 9, 2022, and that its status is active.

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

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



*Ronald R. Lee*  
Secretary of State

Tracking Number: 0766247869CU

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

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





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

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**RFQ TITLE:**  
General Engineering Services for Okaloosa County Water & Sewer

**RFQ NUMBER:**  
RFQ WS 46-22

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**ISSUE DATE:** June 20, 2022

**LAST DAY FOR QUESTIONS:** June 30, 2022 at 3:00 P.M. CST

**RFQ OPENING DATE & TIME:** July 13, 2022 at 3:00 P.M. CST

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

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

---

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

COMPANY NAME Poly, Inc.

MAILING ADDRESS  
P.O. Box 841

CITY, STATE, ZIP Shalimar, FL 32579

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 63-0779072

TELEPHONE NUMBER: 850-609-1100 EXT: \_\_\_\_\_ FAX: 850-609-1101

EMAIL: bbrant@poly-inc.com

---

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

AUTHORIZED SIGNATURE:  PRINTED NAME: Bruce Bradley, P.E.

TITLE: President DATE: July 13, 2022

---

**GENERAL ENGINEERING SERVICES FOR OKALOOSA COUNTY WATER & SEWER  
RFQ WS 46-22**

Pursuant to Chapter 287.055, Florida Statutes and County policy, the Okaloosa County Board of County Commissioners (BCC) requests qualifications from consultants who can provide **General Engineering Services for Okaloosa County Water & Sewer**

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

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

Unless otherwise stipulated in the proposal description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until **3:00 p.m. CST July 13, 2022**, at which time all proposals that are timely submitted will be opened and reviewed.

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

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

---

Jeffrey Hyde  
Purchasing Manager

---

Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
MEL PONDER, CHAIRMAN

**GUIDELINES FOR REQUEST FOR QUALIFICATIONS (RFQ):  
GENERAL ENGINEERING SERVICES FOR OKALOOSA COUNTY WATER & SEWER**

**GENERAL INFORMATION/SCOPE OF SERVICES**

It is the intent of Okaloosa County, on behalf of its Water & Sewer Department (OCWS), to contract with multiple professional engineering firms for engineering services including but not limited to: engineering studies and design; surveys; preparation of plans, specifications, and contract documents; preparation of cost estimates; obtaining necessary federal, state, and local governmental agency permits; construction inspections; construction management; contract administration; project completion certifications and as-builts may be required; design-build services;; presentations to the BCC and the general public; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding; grand administration; and any type of environmental consulting. The types of projects which may be assigned include: potable water wells; tanks; booster stations; SCADA; water/wastewater treatment plants; disposal systems; lift stations; water/sewer mains & services; other components of the water distribution system and wastewater collection system; reclaimed water infrastructure; and any other type of project which may be in the County's Capital Improvement Plan or under the purview of the Water & Sewer Department or another County department. Services of the consultant shall be under the general direction of the County Department Director initiating the work or his/her designee, who shall act as the County's representative during the performance of the scope of services.

These negotiations will conform to the Florida Consultants Competitive Negotiation Act (CCNA) Chapter 287.057, Florida Statutes and County policy. Once these fixed hourly costs are negotiated and contracts signed, each miscellaneous project will be negotiated to have work tasks that are either lump sum or time and expenses, with a not to exceed limit based on the negotiated hours and expenses. The results of each negotiation will result in a Task Order for the miscellaneous project. The County's standard form of consulting agreement is attached and will be utilized.

The term of this contract will be for three (3) years. The County reserves the right to renew any contract for two (2) one year contract periods. The terms of the renewal periods will be negotiated up front and finalized into the initial three-year contract.

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

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

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

**QUALIFICATION PREPARATION INSTRUCTIONS**

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

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

The Committee will review the Responses received unless determined to be non-responsive or non-responsible.



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

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

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

1. **Letter of Interest** including information on location of the firm's office that will be the lead office for this contract.
2. Past record of professional accomplishments related to the area(s) of work the firm is proposing to perform. Experience with programs similar in size and scope to those herein proposed. 20 points
3. **Firms Qualification:** Firm's reputation and competence, including technical education and training, experience in projects outlined in the RFQ, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm and, where applicable, the relationship of cost estimates by the firm to actual costs on previous projects. Demonstrated expertise and experience in utilizing various design and modeling software. 15 points
4. **Performance Assurance:** Firm demonstrates a history and willingness to meet schedule and budget requirements; cites past water and sewer examples. Current workload and firm's capacity to perform future work. 20 points.
5. Responsiveness of the submittals clearly stating an understanding of the work to be performed for the County. 15 points
6. **Proposed Project Team and Work Proposes:** Proposal provides adequate information regarding the qualifications and responsibilities of the assigned team. Fields of work for which the firm is proposing to perform. Ability, capacity, and skill of the proposer to perform the services on a timely basis and accessibility to the County to appear in person for meetings upon one business day notice/request by the County. 15 points
7. **Regulatory and Grant Experience:** Submittal demonstrates a history of compliance with permitting requirements working with the following agencies: FDEP, NFWFMD, FDOT, USACE, EPA, FAA, and Eglin AFB in the capacity as an agent attempting to obtain permits and approval. An the extent of experience and past performance with grant/loan programs promulgated by FDEP, FDOT, FDEO, NFWFMD, EDC, SRF, USDA and other agencies. 10 points
8. **References:** Feedback from references, representative of past experience in the State of Florida similar to the services described herein. 5 points
9. **Additional Information & Comments** – The contents under this heading are to be left to the discretion of the consultant. Material must be pertinent to the RFQ but not otherwise requested in the RFQ.
10. **Business Credentials and Other** – Provide sufficient information to demonstrate legal authority to do business in the state of the firm and any sub-consultant to perform the work. Indicate whether the firm and/or any sub-consultant are disadvantaged business enterprises. Show State of Florida

licensing/registration qualifications of the firm and key personnel. Copies of all completed forms required by this RFQ are included in this section.

**PROCUREMENT SCHEDULE (ANTICIPATED)**

RFQ Advertised & Posted on Website	06-20-2022
Deadline for Questions	06-30-2022 @ 3:00 P.M.
RFQ Response Due Date	07-13-2022 @ 3:00 P.M.
Selection Review Committee Meeting	08-10-2022 @ 9:00 P.M.
Recommend Award to BCC via ITA	08-12-2022
Contract Negotiations	08-22-2022 –08-26-2022
Finalize/Execute Agreement	09-6-2022

## **GENERAL SERVICES INSURANCE REQUIREMENTS**

REVISED: 08/01/2018

### **CONTRACTORS INSURANCE**

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

### **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include

Employer's Liability coverage.

## **BUSINESS AUTOMOBILE LIABILITY**

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

## **COMMERCIAL GENERAL LIABILITY INSURANCE**

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

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

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

## **INSURANCE LIMITS OF LIABILITY**

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

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

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

**NOTICE OF CLAIMS OR LITIGATION**

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

**INDEMNIFICATION & HOLD HARMLESS**

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

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

**CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County Board of County Commissioners, 302 N. Wilson St., Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days’ notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.

6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

## **GENERAL TERMS**

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

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

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

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

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

## **UMBRELLA INSURANCE**

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

## GENERAL CONDITIONS

### 1. PRE-QUALIFICATION ACTIVITY -

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

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

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

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

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

Qualifications submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

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

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

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

Qualifications submitted by a joint venture shall be executed by each joint venture in the manner indicated in the Request for Qualification. The official address of the joint venture must be shown below the signature.

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

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

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

3. **INTEGRITY OF QUALIFICATIONS DOCUMENTS** - Respondents shall use the original qualification documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the qualification documents if sufficient space is not available. Any modifications or alterations to the original solicitation documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of submittal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response and the form of an addendum to the original documents.
4. **SUBMITTAL OF QUALIFICATIONS** –  
A bid shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents.
5. **MODIFICATION & WITHDRAWAL OF SUBMITTAL** – Qualifications may be modified or withdrawn by an appropriate document duly executed in the manner that a submittal must be executed and delivered to the place where documents are to be submitted prior to the date and time for the opening of the solicitation.  
  
If within 24 hours after qualifications are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its submittal, that respondent may withdraw its submittal, and the respondent's security will be returned, if any.
6. **QUALIFICATIONS DOCUMENTS TO REMAIN SUBJECT TO ACCEPTANCE** – All qualifications documents will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the opening, but the County may, in its sole discretion, release any submittal and return the respondent's security, if required prior to the end of this period.
7. **CONDITIONAL & INCOMPLETE QUALIFICATIONS** - Okaloosa County specifically reserves the right to reject any conditional submittal and qualifications which make it impossible to determine the true quality of services to be provided by respondent.
8. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County's best interest.
9. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the qualifications throughout, and they will be deemed to be included in any contract the same as though they were written in full therein.
10. **PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.
11. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit qualifications for a contract to provide goods or services to a public entity, may not submit qualifications on a contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
12. **PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any



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

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

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

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

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

19. **SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period

of time as the County may determine, or to terminate all or a portion of any contract resulting from this solicitation for the County's convenience.

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

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

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

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

27. **DRUG-FREE WORKPLACE** -Qualifications will only be received from respondents who can certify to having a drug-free workplace program. To have a Drug-Free Workplace program, a business shall, at<sup>12</sup>

minimum, meet the requirements of Florida Statutes, Section 287.087. Respondents shall utilize **DRUG-FREE WORKPLACE PROGRAM CERTIFICATION FORM** provided to make this certification.

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

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


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

## DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE:	<u>July 13, 2022</u>	SIGNATURE:	<u></u>
COMPANY:	<u>Poly, Inc.</u>	NAME:	<u>Bruce Bradley, P.E.</u> (Typed or Printed)
ADDRESS:	<u>102 Sunset Lane</u> <u>P.O. Box 841</u> <u>Shalimar, FL 32579</u>	TITLE:	<u>President</u>
PHONE NO.	<u>850-609-1100</u>	E-MAIL:	<u>bbradley@poly-inc.com</u>

**CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), of 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)**

**NAME(S)**

**POSITION(S)**

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FIRM NAME:     Poly, Inc.    

BY (PRINTED):     Bruce Bradley, P.E.    

BY (SIGNATURE):     *Bruce Bradley*    

TITLE:     President    

ADDRESS:     102 Sunset lane, Shalimar, FL 32579    

PHONE NO.:     850-609-1100    

E-MAIL :     bbradley@poly-inc.com    

DATE:     July 13, 2022

**FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**


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

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

DATE: July 13, 2022

SIGNATURE: 

COMPANY: Poly, Inc.

NAME: Bruce Bradley, P.E.

ADDRESS: 102 Sunset Lane, Shalimar, FL 32579

TITLE: President

E-MAIL: bbradley@poly-inc.com

PHONE NO.: 850-609-1100

**CONE OF SILENCE**

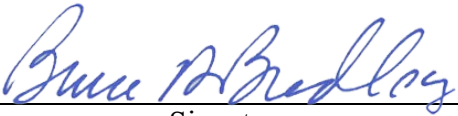
The Board of County Commissioners have established a solicitation silence policy (**Cone of Silence**) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents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

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

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

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

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

I  representing Poly, Inc.  
Signature Company Name  
Bruce Bradley, P.E.

On this 13th day of July 2022, 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**

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

Poly, Inc.  
Proposer's Company Name


102 Sunset Lane, Shalimar, FL 32579  
Physical Address

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

850-609-1100  
Phone Number

334-596-0178  
Cellular Number

July 13, 2022  
Date

  
Authorized Signature – Manual

Bruce Bradley, P.E.  
Authorized Signature – Typed

President  
Title

850-609-1101  
FAX Number

850-978-1230 or 850-978-0516  
After-Hours Number(s)

**ADDENDUM ACKNOWLEDGEMENT**

**RFQ WS 46-22**

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

**ADDENDUM NO.**

**DATE**

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1

6 / 30 / 2022

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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.

**COMPANY DATA**

Respondent's Company Name: Poly, Inc.

Physical Address & Phone #:

102 Sunset Lane

Shalimar, FL 32579

850-609-1100

850-609-1101

\_\_\_\_\_

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

Phone #: 850-609-1100

Cell #: Beth: 850-978-1230 Michael: 850-978-0516

Federal ID or SS #: 63-0779072

DUNNS/SAM #: 02-124-6558 / DQNBDN3C3ML7

Respondent's License #: CA1818

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

Fax #: 850-609-1101

Emergency #'s After Hours,  
Weekends & Holidays: Beth: 850-978-1230 Michael: 850-978-0516

DBE/Minority Number: N/A

## 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](http://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](http://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:     Poly, Inc.    

Entity Address:     102 Sunset Lane, Shalimar, FL 32579    

Duns Number:     02-124-6558    

CAGE Code:     0G2J5    

SAM Number:     DQNBDN3C3ML7

**LIST OF REFERENCES**

1. Owner's Name and Address: City of Niceville, Florida  
208 N. Partin Drive, Niceville, FL 32579

Contact Person: Lannie Corbin Telephone # (850) 729-4008

Email: admin@niceville.org

2. Owner's Name and Address: Pace Water System, Inc.  
4401 Woodbine Road, Pace, FL 32571

Contact Person: Damon Boutwell, P.E. Telephone # (850) 994-5129

Email: dboutwell@pacewater.org

3. Owner's Name and Address: Destin Water Users, Inc.  
14 Industrial Park Lane, Destin, FL 32541

Contact Person: Monica Wallis, P.E. Telephone # (850) 334-3945

Email: mwallis@dwuinc.com

4. Owner's Name and Address: City of Dothan, Alabama  
P.O. Box 2128, Dothan, AL 36302

Contact Person: Billy Mayes, P.E. Telephone # (334) 712-2500

Email: brmayes@dothan.org

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

Contract Person: Alicia Keeter Telephone # (850) 837-2988

Email: aak@swuci.org

**LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20**

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

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

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


1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

\$100,000 for each such expenditure or failure.] The Contractor,\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official

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

July 13, 2022 Date

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

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

1. This sworn statement is submitted for General Engineering Services for Okaloosa County Water & Sewer

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

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

and (if applicable) its Federal Employer Identification Number (FEIN) is (If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 63-0779072

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

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

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

6. I understand that an “affiliate” as defined in Section 287.133(1) (a), Florida Statutes, means:

(1) A predecessor or successor of a person convicted of a public entity crime; or

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

7. I understand that a “person” as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



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

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

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

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

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

Date: July 13, 2022 Signature: *Bruce A. Bradley*

STATE OF: Florida

COUNTY OF: Okaloosa

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 13th day of July, in the year 2022.

My commission expires: 01/18/2025  
Notary Public  
*Melissa A. Mitchell*



Print, Type, or Stamp of Notary Public

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

Type of ID



## **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

Bruce Bradley, P.E., President

\_\_\_\_\_  
Printed Name and Title of Authorized Representative



\_\_\_\_\_  
Signature


July 13, 2022

\_\_\_\_\_  
Date

**VENDORS ON SCRUTINIZED COMPANIES LISTS**

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

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

DATE:	<u>July 13, 2022</u>	SIGNATURE:	<u></u>
COMPANY:	<u>Poly, Inc.</u>	NAME:	<u>Bruce Bradley, P.E.</u> (Typed or Printed)
ADDRESS:	<u>102 Sunset Lane</u> <u>Shalimar, FL 32579</u>	TITLE:	<u>President</u>
		E-MAIL:	<u>bbradley@poly-inc.com</u>
PHONE NO.:	<u>850-609-1100</u>		

## Grant Funded Clauses

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

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

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

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

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

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

Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 1 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *proposer* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

DATE: July 13, 2022

SIGNATURE: 

COMPANY: Poly, Inc.

NAME: Bruce Bradley, P.E.

ADDRESS: 102 Sunset Lane  
Shalimar, FL 32579

TITLE: President

E-MAIL: bbradley@poly-inc.com

PHONE NO.: 850-609-1100

## Buy America Certificates

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

### Certificate of Compliance with Buy America Requirements

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

DATE: July 13, 2022  
SIGNATURE: *Bruce Bradley*  
COMPANY: Poly, Inc.  
NAME: Bruce Bradley, P.E.  
TITLE: President

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

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

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

## **American Rescue Plan Contract Clauses**

### **Federal regulations applicable to this contract include, without limitation, the following:**

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this contract.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
- iv. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- v. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- vi. Generally applicable federal environmental laws and regulations.

### **PUBLICATIONS**

Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [Okaloosa County Board of County Commissioners] by the U.S. Department of the Treasury.”

### **Increasing Seat Belt Use in the United States**

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), contractors should adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

### **Reducing Text Messaging While Driving**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), contractors should adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

## **American Rescue Plan Contract Clauses Continued**

### **ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS REQUIREMENTS &**

**ACT OF 1964**

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

The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age; and

Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

The President, Bruce Bradley, P.E. on behalf of Poly, Inc. the *contractor* is authorized to sign below and confirm the *contractor* is fully able to comply with these requirements, federal terms and conditions and has made inquiries and further examination of the law and requirements as is necessary to comply.

DATE: July 13, 2022

SIGNATURE: 

COMPANY: Poly, Inc.

NAME: Bruce Bradley, P.E.

ADDRESS: 102 Sunset Lane  
Shalimar, FL 32579

TITLE: President

E-MAIL: bbradley@poly-inc.com

PHONE NO.: 850-609-1100

## 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:

56. **Compliance with Regulations:** The contractor (hereinafter includes contractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
57. **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.
58. **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.
59. **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.
60. **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.
61. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In

addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), The contractor and any subcontractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin, as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.;
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies as amended (42 U.S.C. §§ 12101 *et seq.* and/or in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);



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

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

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

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

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

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

### **E-VERIFY**

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
  - a. Enroll. 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.

Exhibit "C"

Title VI Clauses for Compliance with Nondiscrimination Requirements

## 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 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; 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. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

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

a. All new employees.

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

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

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

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

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



- i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

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.