

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/24/2020

Contract/Lease Control #: C20-2950-TDD

Procurement#: RFP TDD 36-20

Contract/Lease Type: AGREEMENT

Award To/Lessee: JON HAIR MONUMENTAL SCULPTURE, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/21/2020

Expiration Date: 07/20/2021 W/2 1 YR RENEWALS

Description of: STATUES AT VETERANS PARK ON OKALOOSA ISLAND

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

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

Closed:

Cc: BCC RECORDS

CHANGE ORDER FORM

Date: 6-25-2021 Contract No.: C20-2950-TDD Change Order No.: 1

Owner: OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

Contractor: Jon Hair Monumental Sculpture, LLC

The Contract/Agreement is modified as follows upon execution of this Change Order:

Description: Design and produce (8) Cast Bronze Plaques with custom semi-circular top, polished text and leatherette paint background, and flat-relief mechanical art for military emblems as selected by Owner. Owner to install plaques. Fifty percent deposit due upon approval of plaques by Owner with balance due upon delivery of plaques to Owner.

Cost Breakdown: 8 Plaques at \$5,750.00 Each; Total of \$46,056.00 less credit for original plaques (\$3,000) and installation (\$3,000) for a net contract increase of \$40,056.00.

CHANGE TO CONTRACT PRICE	
DESCRIPTION	AMOUNT
Original Contract Price:	\$555,600.00
Net change by previously authorized Change Orders:	\$0.00
Present Contract Price:	\$555,600.00
This Change Order will (add/deduct):	\$40,056.00
New Contract Price:	\$595,656.00
CHANGE TO CONTRACT TIME	
DESCRIPTION	DATE or NUMBER OF DAYS
Original Contract Time:	No Change
Original Substantial Completion Date:	No Change
Net change by previously authorized Change Orders:	No Change
This Change Order will (add/deduct):	No Change
New Contract Time:	No Change
New Substantial Completion Date:	No Change

APPROVALS

REQUESTED BY: Craig Coffey Digitally signed by Craig Coffey Date: 2021.06.25 07:15:47 -05'00' DATE: JUNE 24, 2021

PROJECT ENGINEER: Roy Petrey Digitally signed by Roy Petrey Date: 2021.06.24 13:35:02 -05'00' DATE: _____

CONTRACTOR:  DATE: JUNE 24, 2021

OWNER: Faye Douglas Digitally signed by Faye Douglas Date: 2021.06.25 12:32:50 -05'00' DATE: JUNE 24, 2021

Faye Douglas, OMB Director

This Change Order is an amendment to the Contract/Agreement between Contractor and the Owner, and all other contract provisions shall remain in full force and effect unless specifically amended in writing, signed by both parties.

CONTRACT#: C20-2950-TDD
 JON HAIR MONUMENTAL SCULPTURE, LLC
 STATUES AT VETERANS PARK ON OKALOOSA ISLAND
 EXPIRES: 07/20/2021 W/2 1 YR RENEWALS



JONHAIR-01

TCHASE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/29/2020

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

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

PRODUCER Cincinnati Insurance Company Cincinnati Customer Care Center P.O. Box 145496 Cincinnati, OH 45250-5496	CONTACT NAME: Teri Chase PHONE (A/C, No, Ext): (877) 687-1291 FAX (A/C, No): (513) 881-8114 E-MAIL ADDRESS: CincinnatiCerts@cinfin.com
	INSURER(S) AFFORDING COVERAGE
INSURED JON HAIR MONUMENTAL SCULPTURE LLC 1500 CALMING WATER DR UNIT 2706 FLEMING ISLAND, FL 32003-3471	INSURER A: Cincinnati Indemnity Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	ENP 0579022	6/1/2020	6/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ENP 0579022	6/1/2020	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Okaloosa County is Additional Insured on a Primary Non-Contributory basis on General Liability with Waiver of Subrogation applying, but only to the extent provided in GA210.

30 Day Cancellation or Non-renewal notice per IA4087

Policy forms available upon request.

CONTRACT#: C20-2950-TDD
JON HAIR MONUMENTAL SCULPTURE, LLC
STATUES AT VETERANS PARK ON
OKALOOSA ISLAND
EXPIRES: 07/20/2021 w/2 1 YR RENEWALS

CERTIFICATE HOLDER

Okaloosa County
 5479A Old Bethel Rd
 Crestview, FL 32536

CANC

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES EXPIRE, THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Teri S Chase

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Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: TBD Tracking Number: _____
Procurement/Contractor/Lessee Name: Jon Hairc Grant Funded: YES ___ NO X
Purpose: Artist for Statues for Veterans Park
Date/Term: 1yr w/ 2 1/2 yr renewals 1. GREATER THAN \$100,000
Department #: 1175 2. GREATER THAN \$50,000
Account #: 563720 3. \$50,000 OR LESS
Amount: \$400,000
Department: TOP Dept. Monitor Name: Adams

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 6-10-2020
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: no budget req Grant Name: _____
Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 6-11-2020
Risk Manager or designee Edith Gibson or Karen Donaldson

County Attorney Review

Approved as written: see email attached Date: 6-16-2020
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Department funding confirmed: _____
Date: _____

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, June 16, 2020 8:18 AM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: Jon Hair Draft Contract

This is approved for legal purposes.

Kerry A. Parsons, Esq.



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: Wednesday, June 10, 2020 2:42 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: Jon Hair Draft Contract

Good afternoon,

Please review the attached.

We are meeting with the artist on the 24th of June.

I would like to have the contract ready for his review prior to that date.

I left the compensation portion blank, we know the price per statue but we are unsure of how many statues will be able to afford.

Thank you,

DeRita Mason

DeRita Mason

From: Lynn Hoshihara
Sent: Tuesday, July 14, 2020 1:45 PM
To: DeRita Mason
Cc: Parsons, Kerry
Subject: Re: Jon Hair Contract
Attachments: Jon Hair Draft Contract 7.14.20.docx

DeRita,

Attached are my suggested changes to the contract. With these changes, this agreement is approved.

Thanks,
Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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

From: DeRita Mason
Sent: Tuesday, July 14, 2020 8:11:40 AM
To: Lynn Hoshihara
Cc: Parsons, Kerry
Subject: RE: Jon Hair Contract

Here you go.

Thank you,

DeRita Mason

DeRita Mason

From: Karen Donaldson
Sent: Wednesday, June 10, 2020 4:36 PM
To: DeRita Mason
Subject: RE: Jon Hair Draft Contract

DeRita

This is approved by risk management for insurance purposes.

Thank you

Karen Donaldson

Karen Donaldson
Claims Examiner
Public Records and Contracts Specialist
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



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From: DeRita Mason
Sent: Wednesday, June 10, 2020 1:42 PM
To: Karen Donaldson
Subject: FW: Jon Hair Draft Contract

Good afternoon,

Please review the attached.

We are meeting with the artist on the 24th of June.

I would like to have the contract ready for his review prior to that date.

I left the compensation portion blank, we know the price per statue but we are unsure of how many statues will be able to afford.



Board of County Commissioners Purchasing Department

State of Florida

Date: June 5, 2020

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF AWARD
RFP TDD 36-20

Artist for Statues at Veterans Park on Okaloosa Island

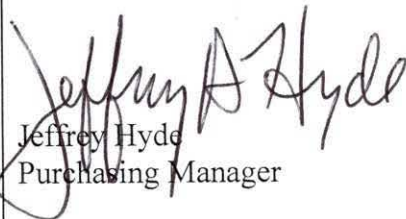
Okaloosa County would like to thank all businesses which submitted responses to Artist for Statues at Veterans Park on Okaloosa Island. (RFP TDD 36-20)

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:

Jon Hair Monumental Sculpture, LLC
1500 Calming Water Drive, Unit 2706
Fleming Island, FL 32003

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



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company

JON HAIR MONUMENTAL SCULPTURE, LLC

Filing Information

Document Number	L16000067636
FEI/EIN Number	30-0280094
Date Filed	04/05/2016
Effective Date	04/11/2016
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	02/03/2020
Event Effective Date	11/06/2017

Principal Address

1500 CALMING WATER DR
UNIT 2706
FLEMING ISLAND, FL 32003

Changed: 02/03/2020

Mailing Address

1500 CALMING WATER DR
UNIT 2706
FLEMING ISLAND, FL 32003

Changed: 02/03/2020

Registered Agent Name & Address

THE LAW OFFICES OF NICK SPRADLIN, PLLC
2202 N. WEST SHORE BLVD.
200
TAMPA, FL 33607

Name Changed: 03/02/2018

Address Changed: 03/02/2018

Authorized Person(s) Detail

Name & Address

Title MGR

HAIR, JON D
1500 CALMING WATER DR
UNIT 2706
FLEMING ISLAND, FL 32003

Annual Reports

Report Year	Filed Date
2018	03/02/2018
2019	04/16/2019
2020	02/03/2020

Document Images

<u>02/03/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/03/2020 -- LC Amendment</u>	View image in PDF format
<u>04/16/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/02/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>11/06/2017 -- REINSTATEMENT</u>	View image in PDF format
<u>04/05/2016 -- Florida Limited Liability</u>	View image in PDF format



CONTRACT#: C20-2950-TDD
JON HAIR MONUMENTAL SCULPTURE, LLC
STATUES AT VETERANS PARK ON
OKALOOSA ISLAND
EXPIRES: 07/20/2021 W/2 1 YR RENEWALS

**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA
AND JON HAIR MONUMENTAL SCULPTURE, LLC**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this 21, day of JUL, 20 20, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and Jon Hair Monumental Sculpture, LLC, a Florida Limited Liability Company, with a mailing address of 1500 Calming Water Drive, Unit 2706, Fleming Island, FL 32003 authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is 30-0280094.

RECITALS

WHEREAS, the County is in need of a contractor to provide Statues at Veterans Park on Okaloosa Island ("Services"); and

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

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

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of five-hundred, fifty-five thousand six hundred Dollars (\$ 555, 600.00), as further detailed in Attachment "D" attached.

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

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

Attachment "A" – Procurement RFP TDD 36-20 and Contractor's Response;
Attachment "B" – Insurance Requirements;
Attachment "C" – Title VI list of pertinent nondiscrimination acts and authorities; and
Attachment "D" – Payment, Construction and Delivery Schedule.

2. Services. The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this



Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term and Renewal. The term of this Agreement shall begin when all parties have signed and shall continue for a period of one (year) or after the placement of the original eight (8) statues, whichever comes later from the date of full execution of this Agreement, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may be renewed upon mutual written agreement of the parties for a period of up to two (2), one (1) year renewals.

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in accordance with Attachment "D" attached hereto.

a. Disbursement.

There are no reimbursable expenses associated with this Agreement.

b. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth in Attachment "D." If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

c. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be



approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

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

7. Termination and Remedies for Breach.

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



- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

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

9. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the



public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

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

If to the County:	Jennifer Adams Tourist Development Director 1540 Miracle Strip Parkway SE Fort Walton Beach, FL 32548 (850) 651-7131 jadams@myokaloosa.com	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:	Jon Hair Jon Hair Monumental Sculpture, LLC 1500 Calming Water Drive, Unit 2706 Fleming Island, FL 32003 (727) 281-5052 jon@jonhair.com	

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



13. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

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

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

a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where



any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

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

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

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

18. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of



Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

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

20. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

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

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



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

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

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

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

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

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

26. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and



has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

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

JON HAIR MONUMENTAL SCULPTURE, LLC:

Jon D. Hair
Signature

TITLE: MANAGER

Jon D. Hair
Print Name

ATTEST:

OKALOOSA COUNTY, FLORIDA

J.D. Peacock II
J.D. Peacock II, Clerk of Court



Robert A. "Trey" Goodwin, III
BY: Robert A. "Trey" Goodwin, III, Chairman





Attachment "A"



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

RFP TITLE:
ARTIST(S) FOR STATUES AT VETERANS PARK ON OKALOOSA ISLAND

RFP NUMBER:
RFP TDD 36-20

ISSUE DATE: February 17, 2020
LAST DAY FOR QUESTIONS: March 2, 2020 3:00 P.M. CST
RFP OPENING DATE & TIME: March 17, 2020 3:00 P.M. CST

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

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

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

COMPANY NAME Jon Hair Monumental Sculpture, LLC
MAILING ADDRESS 1500 Calming Water Drive
Unit 2706
CITY, STATE, ZIP Fleming Island, FL 32003
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 30-0280094
TELEPHONE NUMBER: (727) 281-5052 EXT: N/A FAX: N/A
EMAIL: _____

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

AUTHORIZED SIGNATURE: [Signature] TYPED OR Jon D. Hair
PRINTED NAME

TITLE: Manager DATE March 6, 2020

NOTICE TO RESPONDENTS
RFP FM 36-20

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until 3:00 p.m. (CST) March 17, 2020, for Artist(s) for Statues for Veterans Park.

Interested Respondents desiring consideration shall provide one (1) original and one (1) thumb drive of their Request for Proposals (RFP) response with the Respondent's proposal. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical. Font shall be 12 point and Respondents are limited to twenty-five (25) pages, excluding the required forms.

All originals must have original signatures in blue ink.

Proposal documents are available for download by accessing the following sites:

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

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

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

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than March 17, 2020 at 3:00 P.M. in order to be considered. All proposals received after the stated time and date will be returned unopened and will not be considered. All submittals must be in sealed envelopes reflecting on the outside thereof "Artist(s) for Statues for Veterans Park". Failure to clearly mark the outside of the envelope as set forth herein shall result in the submittal not being considered.

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

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

All submittals should be addressed as follows:

Artist(s) for Statues for Veterans Park

RFP TDD 36-20

Okaloosa County Purchasing Department

5479A Old Bethel Road

Crestview, FL 32536

Jeffrey Hyde
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Robert A. "Trey" Goodwin, III
Chairman

RFP TDD 36-20: ARTIST(S) FOR STATUES FOR VETERANS PARK ON OKALOOSA ISLAND

PART 1 – GENERAL INFORMATION

Okaloosa County seeks to commission a professional artist(s) to create site-specific exterior bronze art work to be placed at the new Veterans Park on Okaloosa Island being developed and as described below. The selected artist(s) will contract directly with Okaloosa County to successfully complete the full scope of the Project within the projected budgets and schedules.

This Request for Qualifications provides information on the scope of the project and information to aid in preparing responses. All inquiries regarding this Request for Qualifications must be in writing and must be submitted to the Contracts and Lease Coordinator listed below by the date identified in the Project timeline. To be considered, submissions must comply with the requirements outlined in this document.

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

PART 2 – SCOPE OF SERVICES

A. Purpose:

Okaloosa County seeks to commission a professional artist to create site-specific exterior art work to be placed at the new Veterans Park on Okaloosa Island. The County anticipates eight (8) of statues to be initially placed in Veterans Park.

B. Project Budget:

\$715,000.00 (All inclusive – design and construction). This amount is inclusive of all costs associated with this public art project including, but not limited to, artist fees, other consultants' and subcontractors' fees, insurance conforming to Okaloosa County standards, engineering, permits, materials, fabrication, transportation, installation (including any site modification), and post installation documentation.

C. Project: **Veterans Park on Okaloosa Island**

a. Location

The project site is located on Okaloosa Island near the Emerald Coast Convention Center. The project site fronts Choctawhatchee Bay and adjoins Marler Park on Okaloosa Island. A conceptual plan has been developed and a USACOE permit (Permit No. SAJ-2012-02569-EP) and FDEP Environmental Resource Permit (Permit No.: 0210188-004-EI/46) have been obtained for the proposed development.

b. Scope Overview

As the schematic design is just beginning, this provides the selected artist the opportunity to be engaged with the design team, throughout much of the design process.

c. Park Schedule:

The park will be in design through December 2020. Construction of the project is scheduled to be complete by December 31, 2021.

Note: The commissioned artist will also be issued a set of construction documents for the project. The selected artist shall verify all dimensions.

PART 3 – ARTIST COMMISSION REQUIREMENTS

1. If commissioned, the successful Artist shall be responsible for the following:
 - A. Perform all services and furnishing supplies, material, and equipment as necessary for the design, permitting, execution, fabrication, transportation, and installation of the Work at the Site. This includes participation in coordination meetings as necessary with the design team.
 - B. Submit to Okaloosa County detailed drawings of the commissioned Work in order to carry out architectural and engineering design reviews and to certify compliance of the Work with applicable statutes and ordinances.
 - C. Strictly adhere to and manage the approved project, budget, and schedule.
 - D. Provide an Operations and Maintenance guideline to the County for their respective art pieces.
 - E. Bear the entire risk of loss or damage to the Work during design, fabrication, packing, shipping, and installation.
 - F. Provide and maintain insurance to cover claims for damages for personal injury, bodily injury (including wrongful death), and property damage. The artist shall require all subcontractors to provide and maintain insurance.
 - G. In general, the County shall own the physical works of art, and copyrights shall be retained by the artist, with reproduction rights allowed the County for appropriate promotional and educational purposes. Legal title and copyrights in any work of public art funded in whole or in part by direct County funding, shall be spelled out in a mutually agreeable contract between the County and the artist.

PART 4 – QUALIFICATION PREPARATION INSTRUCTIONS

The original unbound copy of the response (Response) to the Request for Proposal (RFP) 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.

All Responses received will be reviewed by the County's Procurement Selection Committee. Responses

should be responsive to the items identified in this RFP and contain no more than 25 pages, #12 font minimum. One piece of paper printed front and back is considered two pages. The 25 page maximum excludes the cover, table of contents, section dividers, and copies of required forms. In addition to the paper original, an electronic copy of the signed response including all required forms shall be submitted on a thumb drive as a single-file, pdf document.

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 capabilities, ability, and adequacy of personnel, past record, recent experience, current workload, and the overall adherence to the RFP. At the sole discretion of the Procurement Selection Committee, oral presentations may be requested.

The top ranked firm will be recommended to the Board of County Commissioners for approval. If the Board of County Commissioners agrees with the Procurement Selection Committee's recommendation, contract price negotiations will begin between the selected firm and Okaloosa County. Should contract negotiations fail, negotiations will begin immediately with the next highest ranked firm.

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.

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

1. **Letter of Interest** shall be prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually. The letter shall include location of the firm's office that will be the lead office for this contract and any anticipated sub-consultants.

The Letter of Interest does not count toward the 25 page maximum.

2. **Artist Resume & References**— including additional team member or subconsultants resumes)

Include a list of public art projects, completed during the past ten (10) years, selected public art projects, awards, current gallery affiliations, and grants/fellowships.

3. **Digital Images of Past Work**

Images of Previous Work. Please closely observe the following guidelines for the submittal of digital images:

Submit eight (8) images featuring select examples of previous public art projects with particular emphasis on works of a similar scope or utilizing similar techniques. Each image shall be numbered and include title, date of completion / installation, budget, media, dimensions, location, and a brief description of the work.

4. **Artist Statement** (No longer than 2 pages)

Describe the conceptual basis for your body of work. In a separate paragraph, explain your experience working and coordinating with landscape architectural / architectural / engineering teams when incorporating art into a site and facility.

5. Pricing

Pricing should include total cost of statues and any payment requirements for the project. Also, provide optional pricing for narrative plaques-information signage for statues history narrative.

* Okaloosa County reserves the right to request additional information from each individual artist

PART 5 – EVALUATION CRITERIA & PROCESS

Selection Committee of five (5) individuals, will select the artist(s) that best meets the requirements, based on the information contained in their response to the Request for Proposals. Specifically, in the selection of a finalist, the Selection Committee will review and consider the following:

- A. The conceptual basis for the Artist’s body of work as defined in the written statement. The technical and aesthetic quality of the artist’s past work as represented in the image submissions. **30 points**
- B. Artist’s experience successfully designing, fabricating, administering, and completing public art projects and/or custom architectural elements on time and in budget. Artist’s experience successfully completing prior work in accordance with the Owner’s schedule and budget. Artist’s experience working collaboratively with a project team, including Owner, Landscape Architect, Architect and General Contractor. **(30 points)**
- C. Pricing. **(20 points)**
- D. The artist’s education and training. **(10 points)**
- E. The quality and comprehensiveness of the submission package. **(5 points)**
- F. References. **(5 points)**

The intent of the process is to flow as efficiently as possibly while following the dates indicated in Section IV. After submission deadline, selection committee will review each submission and short-list the final candidates for an oral presentation. The oral presentation can either be conducted in person or via tele-conference.

Once presentations are completed, Okaloosa County will select an artist. An initial design contract will be awarded to the selected artist. Upon completion and approval of the design, a final fabrication contract will be issued to the artist for completion of the scope of work outlined in Section III, and further defined in the fabrication contract.

PART 6 - CONFIDENTIALITY OF DOCUMENTS

- 1. In general, documents that are submitted as part of the response to this Request for Proposals will become public records and will be subject to public disclosure. There are some exceptions provided under Florida Law for matters considered “confidential” or “trade secrets” as defined by Florida Statutes, there exceptions are very limited.
- 2. If Artist or Artist Team properly designates documents submitted as “confidential” or “trade secret” as defined by Florida Statutes, then the Artist(s) agree that in the event a third party brings any action against the County or any of its officials or employees to obtain disclosure of the document the Artist(s) will indemnify and hold harmless the County and each organization’s affected officials and employees from all costs, including attorney’s fees incurred by or assessed against any defendant, of defending against such action. The Artist(s) also agrees that at the County’s request the firm will

intervene in any such action and assume all responsibility for defending against it, and that the Artist(s) failure to do so will relieve the County of all further obligations to protect the confidentiality of the document.

PART 7 – TERM OF CONTRACT

The initial term of this contract shall be for one (1) year or after the placement of the original eight (8) statues, whichever occurs later.

The contract may be renewed for two (2) additional one (1) year periods with mutual consent by both parties and subject to all other terms and conditions of the agreement

PART 8 – PROCUREMENT SCHEDULE (ANTICIPATED)

RFP Advertised & Posted on Website	02-17-2020
Deadline for Questions	03-02-2020 at 3:00 P.M.
RFP Response Due Date	03-17-2020 at 3:00 P.M.
Procurement Selection Committee Meeting	03-27-2020
Short Listing Posted	03-27-2020
Presentations/Interviews (if needed)	Week of April 6, 2020
Recommend Award to BCC via ITA	04-10-2020
Contract Negotiations	04-16-20 through 04-24-2020
Finalize/Execute Agreement	05-05-2020
Issue Notice to Proceed	05-11-2020 est.

GENERAL SERVICES INSURANCE REQUIREMENTS – w/CYBER LIABILITY

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
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 a 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.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

BUSINESS AUTOMOBILE LIABILITY

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

COMMERCIAL GENERAL LIABILITY INSURANCE

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

CYBER LIABILITY

The Contractor shall carry Cyber Liability insurance coverage for third party liability. Coverage will include ID Theft Monitoring, Credit Monitoring (if necessary) & Notification. Coverage must be afforded for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

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:

LIMIT

- | | | |
|----|---------------------------------|--|
| 1. | Workers' Compensation | |
| | 1.) State | Statutory |
| | 2.) Employer's Liability | \$500,000 each accident |
| 2. | Business Automobile | \$1,000,000 each accident
(A combined single limit) |
| 3. | Commercial General Liability | \$1,000,000 each occurrence
Bodily Injury & Property Damage
\$1,000,000 each occurrence Products
and completed operations |
| 4. | Personal and Advertising Injury | \$1,000,000 each occurrence |
| 5. | Cyber Liability | \$1,000,000 per 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.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the project name and number and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice to the County. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.

4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

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

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

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

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

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

EXCESS/UMBRELLA INSURANCE

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

GENERAL PROPOSAL CONDITIONS

I. PRE-PROPOSAL ACTIVITY -

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

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

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

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

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

II. PREPARATION OF PROPOSAL

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

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

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

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

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

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

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

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

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

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

III. INTEGRITY OF PROPOSAL DOCUMENTS

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

IV. SUBMITTAL OF PROPOSAL

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

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

V. MODIFICATION & WITHDRAWAL OF PROPOSAL

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

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

VI. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

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

VII. CONDITIONAL & INCOMPLETE PROPOSALS

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

VIII. APPLICABLE LAWS & REGULATIONS

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

IX. DISQUALIFICATION OF RESPONDENTS

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

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

- f. Default under previous contract.
- g. Listing of the Respondent by Local, State or Federal Government on its barred/suspended vendor list.

X. AWARD OF CONTRACT

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

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

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

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

XI. DISCRIMINATION

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

XII. PUBLIC ENTITY CRIME INFORMATION

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

XIII. CONFLICT OF INTEREST

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

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

XIV. REORGANIZATION OR BANKRUPTCY PROCEEDINGS

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

XV. INVESTIGATION OF RESPONDENT

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

XVI. CONE OF SILENCE

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

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

XVII. REVIEW OF PROCUREMENT DOCUMENTS

Per Florida Statute 119.071(1)(b)2. sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

XVIII. COMPLIANCE WITH FLORIDA STATUTE 119.0701

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

XIX. PROTECTION OF RESIDENT WORKERS –

The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired,

which includes completing the Employment Eligibility Verifications. The Respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

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

XX. AUDIT

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

XXI. EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION

Respondent shall not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

XXII. NON-COLLUSION

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

XXIII. UNAUTHORIZED ALIENS/PATRIOT'S ACT

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

XXIV: ADDITIONAL REQUIRED DOCUMENTS

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

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence
- E. Indemnification and Hold Harmless
- F. Company Data
- G. System of Awards Management
- H. Addendum Acknowledgement
- I. Certification Regarding Lobbying
- J. Governmental Debarment & Suspension
- K. Vendors on Scrutinized Companies List
- L. List of References

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DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE: 3/3/2020

SIGNATURE: 

COMPANY: Jon Hair Monumental Sculpture, LLC

NAME: Jon D. Hair
(Typed or Printed)

ADDRESS: 1500 Calming Water Dr.
Unit 2706
Fleming Island, FL 32003

TITLE: Manager

E-MAIL: jon@jonhair.com

PHONE NO.: (727) 281-5052

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES: _____ NO: X

NAME(S)	POSITION(S)
_____	_____
_____	_____
_____	_____

FIRM NAME: Jon Hair Monumental Sculpture, LLC

BY (PRINTED): Jon D. Hair

BY (SIGNATURE): 

TITLE: Manager

ADDRESS: 1500 Calming Water Dr., Unit 2706, Fleming Island, FL 32003

PHONE NO.: (727) 281-5052

E-MAIL : jon@jonhair.com

DATE: 3/3/2020

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE: 3/3/2020

SIGNATURE: 

COMPANY: Jon Hair Monumental Sculpture, LLC

NAME: Jon D. Hair

ADDRESS: 1500 Calming Water Drive
Unit 2706
Fleming Island, FL 32003

TITLE: Manager

E-MAIL: jon@jonhair.com

PHONE NO.: (727) 281-5052

CONE OF SILENCE

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

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

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

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

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

I Jon Hair representing Jon Hair Monumental Sculpture, LLC
Signature Company Name

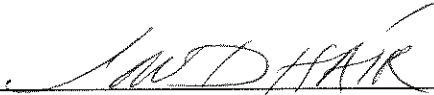
On this 3rd day of March 2020 hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

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

Jon Hair Monumental Sculpture, LLC

Respondent's Company Name


Authorized Signature – Manual

1500 Calming Water Dr., Unit 2706
Fleming Island, FL 32003

Physical Address

Jon D.Hair
Authorized Signature – Typed

1500 Calming Water Dr., Unit 2706
Fleming Island, FL 32003

Mailing Address

Manager
Title

(727) 281-5052

Phone Number

N/A
FAX Number

(727) 281-5052

Cellular Number

(727) 281-5052
After-Hours Number(s)

3/3/2020

Date

jon@jonhair.com
Email

COMPANY DATA

Respondent's Company Name: Jon Hair Monumental Sculpture, LLC

Physical Address & Phone #: 1500 Calming Water Drive
Unit 2706
Fleming Island, FL 32003

Contact Person (Typed-Printed): Jon Hair

Phone #: (727) 281-5052

Cell #: (727) 281-5052

Email: jon@jonhair.com

Federal ID or SS #: 30-0280094

Respondent's License #: Florida DL #H600-424-29-426-0

Respondent's DUNS #: 117446881

Fax #: N/A

Emergency #'s After Hours,
Weekends & Holidays: (727) 281-5052

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Offerors SAM information:

Entity Name: Jon Hair Monumental Sculpture, LLC

Entity Address: 1500 Calming Water Dr., Unit 2706, Fleming Island, FL 32003

Duns Number: 117446881

CAGE Code: _____

ADDENDUM ACKNOWLEDGEMENT
RFP TDD 36-20

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

ADDENDUM NO.	DATE
ADDENDUM 1	February 24, 2020

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.

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

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


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

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

The Contractor, Jon Hair Monumental Sculpture, LLC, 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
Jon D. Hair, Manager Name and Title of Contractor's Authorized Official
3/3/2020 Date

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**

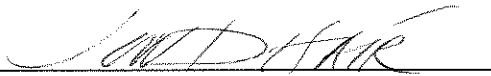
The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were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

Jon D. Hair / Manager

Printed Name and Title of Authorized Representative


Signature

3/3/2020

Date

Government Debarment & Suspension

Instructions

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

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

Jon D. Hair / Manager

Printed Name and Title of Authorized Representative


Signature

3/3/2020


Date

VENDORS ON SCRUTINIZED COMPANIES LISTS

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

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

DATE: 3/3/2020

SIGNATURE: 

COMPANY: Jon Hair Monumental Sculpture, LLC

NAME: Jon D. Hair
(Typed or Printed)

ADDRESS: 1500 Calming Water Drive
Unit 2706
Fleming Island, FL 32003

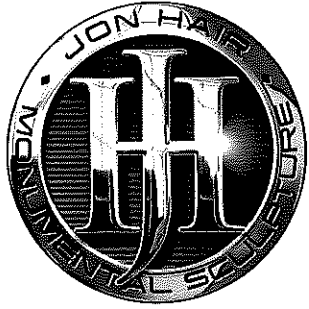
TITLE: Manager

E-MAIL: jon@jonhair.com

PHONE NO.: (727) 281-5052

LIST OF REFERENCES

3. Owner's Name and Address: High Point University
One University Parkway High Point, NC 27268
Contact Person: Dr. Nido Qubein, Pres. Telephone # (336) 841-9000
Email: nqubein@highpoint.edu
4. Owner's Name and Address: Hampton University
Hampton, VA 23668
Contact Person: Dr. Wm. Harvey, Pres. Telephone # (757) 727-5231
Email: presidentsoffice@hamptonu.edu
5. Owner's Name and Address: University of Lynchburg
1501 Lakeside Drive, Lynchburg, VA 24501
Contact Person: Dr. Ken Garren, Pres. Telephone # (434) 544- 8100
Email: president@lynchburg.edu
6. Owner's Name and Address: University of South Carolina
1615 Senate Street, Columbia, SC 29208
Contact Person: Katherine Chaddock Telephone # (803) 240-6773
Email: kathechaddock@gmail.com
7. Owner's Name and Address: University of Cincinnati
3918 Hope Valley Road, Durham, NC 27707
Contract Person: Leonard Thomas Telephone # (513) 325-3188
Email: lst8733@gmail.com



Jon Hair Monumental Sculpture, LLC
1500 Calming Water Dr., Unit 2706
Fleming Island, FL 32003
727-281-5052
jon@jonhair.com
www.jonhair.com

To the Selection Committee,

Having fulfilled 125 public art commissions since 2000, you can be assured that I am well qualified to meet your project goals.

I have an affection for the panhandle area and have been to Okaloosa Island when vacationing in Destin. My father was from the town of Altha, Florida, near Blountstown, where I also have close family.

In the last 18 months, my crew and I have produced two (2) nine foot historic figures and eleven (11) life size historic figures for a Virginia university, including bronzes of President William Howard Taft, President George H. W. Bush and others. We will most definitely be able to deliver all eight Okaloosa sculptures on time and on budget.

You need a gifted portrait sculptor, so people know who they're looking at without a name plate. To date I have sculpted over 40 life size or larger full portrait pieces. In 2016, I was commissioned to sculpt Fred Rogers, PBS star of Mr. Rogers Neighborhood, for his hometown of Latrobe, PA. At the the sculpture unveiling, his sister Nancy Crosier kissed him on the cheek and exclaimed "It is my brother!" There wasn't a dry eye in the large crowd that had gathered that day.

Life size for an adult female is 6 feet (72"). If we sculpt these pieces at 72", the bronze will be 4% smaller than the original clay sculpture, due to shrinkage happening during the lost wax casting process. So your 72" figure now becomes 69", a loss of 3" in height, a loss in width and depth.

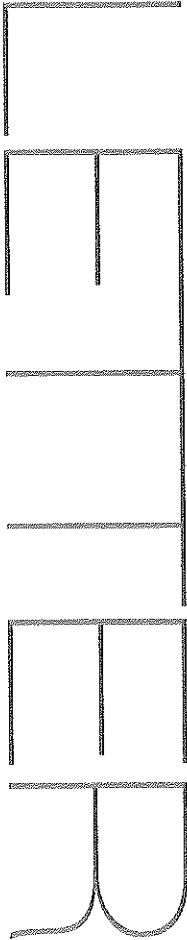
To correct this problem, we always sculpt life size figures at 7' (84") tall, thereby becoming a 6' 7" tall standing figure. *Viewers perceive these pieces as life size*, especially when statues are displayed outdoors on a pedestal like your pieces, as viewers need to look up at the statues.

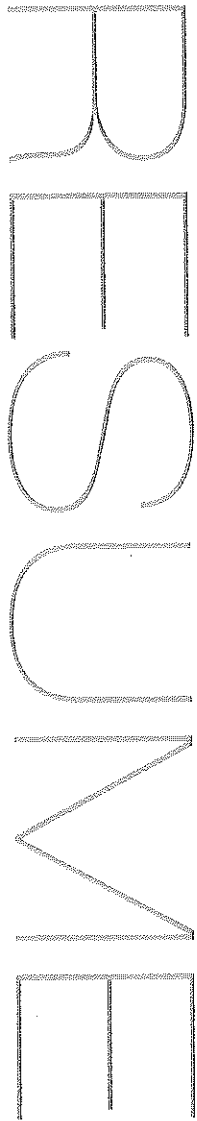
I would also be happy to design the pedestals for you, as I have done with many clients. An Art Director and Designer for 25 years, I would be excited to contribute to the park design if requested.

It would be an honor to be selected as a finalist for this important Okaloosa Island park memorializing women veterans.

Thank you,

Jon D. Hair





Mr. Jon D. Hair
 1500 Calming Water Dr.
 Unit 2706
 Fleming Island, FL 32003
 jon@jonhair.com
 www.jonhair.com

One of the most prolific monumental sculptors in the US, I have fulfilled more than 125 public art commissions since 2000.

Clients include the US Olympic Committee, The US Air Force Academy, The Academy of Television Arts & Sciences (The Emmys), the Cities of Beijing and Shanghai, China, Metro-Goldwyn-Mayer and 40 American colleges and universities.

I majored in Fine Arts at The Ohio State University and Advertising Design at The Columbus College of Art & Design. I taught art and design classes at The University of Akron, where I also served on the Board of Advisors for the College of Fine Arts.

Early in my 25 year Art career, I built a reputation as one of the most award-winning Art Directors and Designers in the country, including a Gold Award in the prestigious Broadcast Design Art Directors' International Design Competition. My advertising clients included General Electric, IBM, Husqvarna, Siemens and Choice Hotels.

A lover of letterforms, I have designed and published original type-faces and am also a published cartoonist and illustrator.

An accomplished drummer, I worked with such noted performers as Simon and Garfunkel, Jonathan Edwards and The Main Ingredient before pursuing a career in art. Jamming with Jimi Hendrix was one of the highlights of my music career.

I was named Official Sculptor of the US Olympic Team and Committee from 2002 - 2008. And the only artist in US Olympic history to be awarded these honorary titles.

I am a member of the Portrait Society of America, The National Sculpture Society and Allied Artists of America.

MAJOR COMMISSIONS 2020

High Point University

35' Steel Typographic Sculpture

MAJOR COMMISSIONS 2019

City of St Petersburg, FL

7' Bronze "Elder Jordan"

City of Hickory, NC

12' Bronze "Red Tail Hawk"

Hampton University

9' Bronze "General Samuel C. Armstrong"

Hampton University

9' Bronze "Dr. William R. Harvey"

Hampton University

Life Size Bronze "George HW Bush"

Hampton University

Life Size Bronze "Barak Obama"

Hampton University

Life Size Bronze "Rosa Parks"

Hampton University

Life Size Bronze "Jerome Holland"

Gannon University/ Ruskin, FL

9' Bronze "Golden Knight"

High Point University

4' Bronze "Tiny Tim"

MAJOR COMMISSIONS 2018

St Leo University

12' Bronze "Lion"

Hampton University

Life Size Bronze "Wm. Howard Taft"

Hampton University

Life Size Bronze "Mary Jackson"

Hampton University

Life Size Bronze "Frederick Douglass"

Hampton University

Life Size Bronze "George HW Bush"

Hampton University

Life Size Bronze "Barak Obama"

Hampton University

Life Size Bronze "Reuben Burrell"

Hampton University

Life Size Bronze "Barak Obama"

Hampton University

Life Size Bronze "Rosa Parks"



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Mr. Jon D. Hair
1500 Calming Water Dr.
Unit 2706
Fleming Island, FL 32003
jon@jonhair.com
www.jonhair.com

MAJOR COMMISSIONS 2017

Benjamin E. Mays Historic Site
Hampton University
Hampton University
Hampton University

MAJOR COMMISSIONS 2016

University of South Carolina
Wilburforce University

MAJOR COMMISSIONS 2015

Martin Marietta Corporation
The Latrobe Foundation
Town of Cornelius, NC

MAJOR COMMISSIONS 2014

University of South Carolina
Campbell University
High Point University

MAJOR COMMISSIONS 2013

University of Southern California
High Point University
High Point University
High Point University
University of Science & Arts of Oklahoma
Indiana Statehouse
Indiana Statehouse

MAJOR COMMISSIONS 2012

City of Wilmington, DE
Town of Chino Valley, AZ
University of NC at Charlotte
Gannon University
Warren Wilson College

MAJOR COMMISSIONS 2011

Lenoir-Rhyne University
High Point University
High Point University
High Point University
High Point University
High Point University
Experimental Aircraft Association
Appalachian State University
University of NC/ Charlotte

MAJOR COMMISSIONS 2010

California State University/ Northridge
Computer Sciences Corporation
Computer Sciences Corporation
Academy of Television Arts & Sciences
Academy of Television Arts & Sciences
University of NC/ Charlotte
Emory & Henry College
Lenoir-Rhyne University
City of Shanghai, China

7' Bronze "Benjamin E. Mays"
Life Size Bronze "Martin Luther King"
Life Size Bronze "Susan LaFlesch"
Life Size Bronze "Mary Peake"

24' Bronze "Gamecock"
Memorial Park Design

4' Mixed Media Trophy Design
Life Size Bronze "Mr. Rogers"
Life Size Bronze "Mark Twain"

9' Bronze "Richard T. Greener"
7' Bronze "Dr. James Campbell"
Life Size Bronze "Thomas Wolfe"

8' Bronze "Neil Armstrong"
28' Steel Abstract "Soar"
Life Size Bronze "Isaac Newton"
Life Size Bronze "John Coltrane"
9' Bronze "Te Ata Fisher"
Over Size Bronze "James Hinton"
Over Size Bronze "Julia Carson"

8' Bronze "Clifford Brown"
(3) Bronze Monumental "Wild Mustangs"
Over Life Size Bronze "Irwin Belk"
8' Bronze "Golden Knight"
7' Bronze/Stainless Steel "Great Horned Owl"

8' Bronze Football Player "Cut Back"
Life Size Bronze "Einstein"
Life Size Bronze "Beethoven"
Life Size Bronze "Helen Kellier"
Life Size Bronze "Teddy Roosevelt"
12' Bronze "Tree of Learning"
Warbirds Veterans Memorial
24' Stainless Steel "Aspire"
(2) 12' Bronze Football Players "Go Long"

8' Bronze "Matador"
8' Bronze "Female Helicopter Pilot"
8' Bronze "Army Ranger"
Bronze Relief "Charles Kuralt"
Bronze Relief "Gene Roddenberry"
24' Bronze /Granite "Ascend"
8' Bronze Patrick Henry
2' Bronze/ Aluminum "Super Sax"
Over Size Bronze Bust "Eugene O'Neill"



REFRENSOES

Contact: Ms. Katherine Reynolds Chaddock
Title: Distinguished Professor Emeritus
Affiliation: University of South Carolina
Address: 2348 Daniel Island Drive
Phone: (803) 240-6773
Email: Chaddock@mailbox.sc.edu

Contact: Dr. Nido Qubein
Title: President
Affiliation: High Point University
Address: One University Parkway, High Point, NC 27268
Phone: (336) 841-9000
Email: nqubein@highpoint.edu

Contact: Dr. William R. Harvey
Title: President
Affiliation: Hampton University
Address: Hampton, VA 23668
Phone: (757) 727-5000
Email: presidentsoffice@hamptonu.edu

Contact: Dr. Ken Garren
Title: President
Affiliation: University of Lynchburg
Address: 1501 Lakeside Drive, Lynchburg, VA 24501
Phone: (434) 544-8100
Email: president@lynchburg.edu

Contact: Mr. Leonard Thomas
Title: Landscape Architect
Affiliation: University of Cincinnati
Address: 3918 Hope Valley Road, Durham, NC27707
Phone: (513) 325-3188
Email: lst8733@gmail.com



School of Visual Art and Design

July 25, 2019

To Whom It May Concern,

This letter is in support of sculptor Jon Hair. Faculty members Katherine Chaddock and Lydia Mattice Brandt first encountered Mr. Hair in 2013, when he submitted a design for a sculpture of the University of South Carolina's first African American professor, Richard T. Greener. Hair's work handily won the juried competition and Chaddock, Brandt, and their colleagues on the sculpture's committee continued to work with Hair until the statue's installation in February 2018. Hair was professional and patient throughout the design, procurement, and installation processes; effectively appealed to diverse stakeholders; and produced a beautiful sculpture of which the university community is very proud.

It is noteworthy that the University of South Carolina undertook a lengthy and complex (and often tedious) process related to finalizing the sculpture of Richard T. Greener after Jon Hair's selection. This included work in areas such as approval, funding, siting, landscaping, installing, unveiling, and more. Hair was essential to that process throughout and was exceptionally patient and helpful in his willingness to support every phase. He travelled from North Carolina, and later from Florida, to meet with committees and individuals involved in various stages, such as the University Board of Trustees, the Trustee's Building and Grounds Committee, the university architect, the university landscape architect, and members (faculty, staff, students) of the initial planning committee. His ability to listen, to explain, and to productively interact with the many, many individuals involved was a key ingredient in the success of the project. This continued involvement extended far beyond what had been expected, and it made a substantial contribution to the completion of the multiple aspects of the endeavor.

As the only statue of a named individual on the main campus of the University of South Carolina, this work needed to be more than just a memorial. And, as a memorial dedicated to an individual who represented the Reconstruction Era at the university and in the state of South Carolina, it needed to draw public attention to both the man and his times. Jon Hair fully understood this, and the final result demonstrates his ability to build on that understanding. Situated at the center of campus, between the main library and the student union building, it has drawn enormous attention, continual accolades, and great praise.

The jury that initially selected Hair's design recognized him as the "finest, most accomplished" artist amongst those who entered the competition and was deeply impressed by his earlier body of work. The finished piece has exceeded the jury's high expectations. Hair's final sculpture of Richard T. Greener expresses the dignity, poise, and intellect of a pioneering person in the university's history. Its size is impressive but relatable, helped in part by the low base designed

by our university architect but on which Hair consulted and provided essential advice. The pose suggests dynamism and movement: Greener's coat swings and his body twists, animating the static work and gesturing towards Greener's personality. Almost immediately upon its installation, the sculpture became a place for students to pose for pictures or to quietly reflect. As race and social justice continue to be issues on campus and in public life, this statue will proudly stand as a testament to the university's rich history.

We fully endorse Jon Hair's work and are more than happy to further discuss our positive experiences working with him. Thank you for your consideration.

Sincerely,

Lydia Mattice Brandt, PhD
Associate Professor, School of Visual Art and Design
University of South Carolina
lbrandt.usc@gmail.com
646-263-1434

Katherine Chaddock, PhD
Distinguished Professor Emerita
University of South Carolina
kathechaddock@gmail.com
803-240-6773

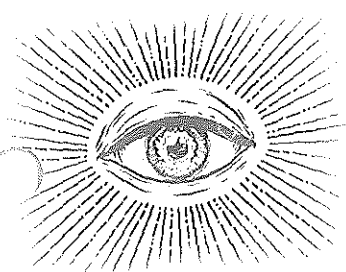


IMAGE 1

Title
Female Helicopter Pilot

Completed

2010

Installation

2010

Budget

\$115,000.00

Media

Bronze

Dimensions

8'x4'x3.5'

Location

The Bridgestreet

Huntsville, AL

Description

Female Army

Helicopter Pilot

in full battle gear



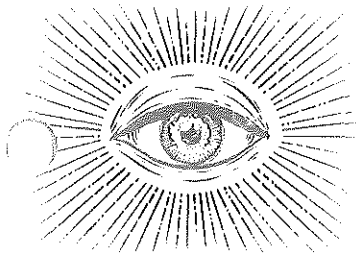


IMAGE 2

Title

Green Beret

Completed

2010

Installation

2010

Budget

\$115,000.00

Media

Bronze

Dimensions

8'x4'x3.5'

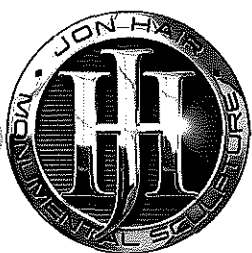
Location

The Bridgestreet

Huntsville, AL

Description

Green Beret
in full battle gear



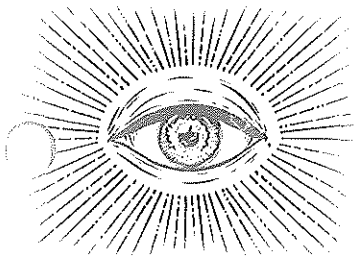


IMAGE 3

Title

Neil Armstrong

Completed

2010

Installation

2010

Budget

\$105,000.00

Media

Bronze

Dimensions

8'x4.5'x3.5'

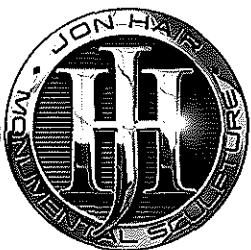
Location

University of
Southern California

Los Angeles, CA

Description

First man on the moon
in his Apollo space suit
with moon boots



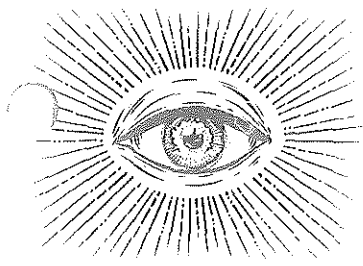


IMAGE 4

Title

Mother Teresa

Completed

2010

Installation

2010

Budget

\$50,000.00

Media

Bronze

Dimensions

57" x 25" x 29"

Location

High Point University

High Point, NC

Description

Nun who devoted her life to caring for the sick and poor in India



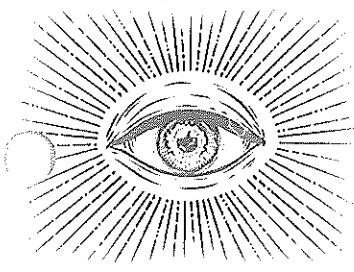


IMAGE 5

Title

Albert Einstein

Completed

2012

Installation

2012

Budget

\$50,000.00

Media

Bronze

Dimensions

55"x36"x34"

Location

High Point University

High Point, NC

Description

Theoretical Physicist
who developed the
theory of relativity



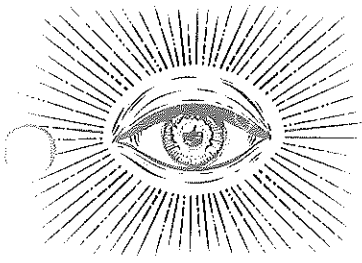


IMAGE 6

Title

Teddy Roosevelt

Completed

2012

Installation

2012

Budget

\$50,000.00

Media

Bronze

Dimensions

54"x27"x38"

Location

High Point University

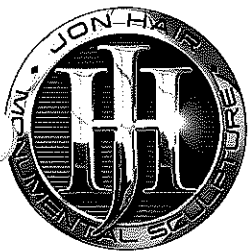
High Point, NC

Description

Young Teddy Roosevelt

in his Rough Rider

Army uniform



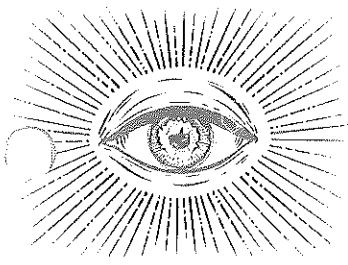


IMAGE 7

Title

Mary Peake

Completed

2019

Installation

2019

Budget

\$50,000.00

Media

Bronze

Dimensions

52"x37"x36"

Location

Hampton University

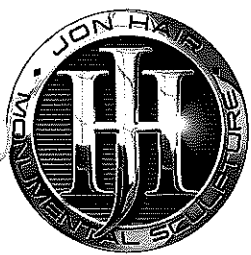
Hampton, VA

Description

College instructor

in historic dress

circa 1855



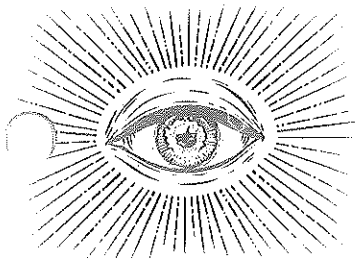


IMAGE 8

Title

Te Ata Fisher

Completed

2013

Installation

2013

Budget

\$125,000.00

Media

Bronze

Dimensions

56"x38"x32"

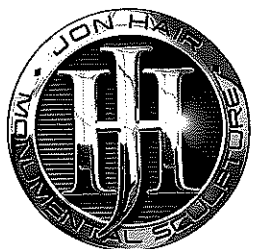
Location

University of Science and
Arts of Oklahoma

Chickasha, OK

Description

Native American story-
teller who brought her
culture to the American
public through stories.





Creative Approach

The barometer of art making can be found in the aesthetic connection between the breaths of inspiration and attraction. In art, representational realism is the only vehicle that speaks to the masses of human kind with a universal and singular voice.

Its focus is dependent on the experience of visualizing a moment in time that becomes significant, beautiful and valuable, thereby inspiring the viewer to aspire to greatness themselves.

My creative interests in intersecting design and representational structure are most visible in the transformative sculptures I create, blending into a highly personal expression.

Scale is also an important part of my work as it exerts a power which can inspire awe in the viewer, creating an emotional and intellectual connection with the art.

I strive to inspire others to find their Muse, sparking discourse and finding common ground of historical appreciation and to realize a better understanding of the human condition.

These visions of intent are creatively brought forward through design and sculpture, to tell a significant story of people, realizations or moments in history that changed the world. I believe history is reflectively dependent on how clearly we see ourselves.

Working with Architects, Designers & Engineers

I have 20 years of experience working with architects, landscape architects and structural engineers on dozens of projects, incorporating art into installation sites and facilities. I have been involved in designing Legacy Park, on the waterfront at Hampton University, where I installed 13 bronze figures just a month ago.

I have worked with these types of professionals in Beijing and Shanghai and 40 American colleges, Purdue University, the US Air Force Academy and USC Los Angeles.

I have a passion to create and endeavor to spread that enthusiasm and excitement in all my artistic endeavors.

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Statue and plaque of Deborah Sampson used as an example only.

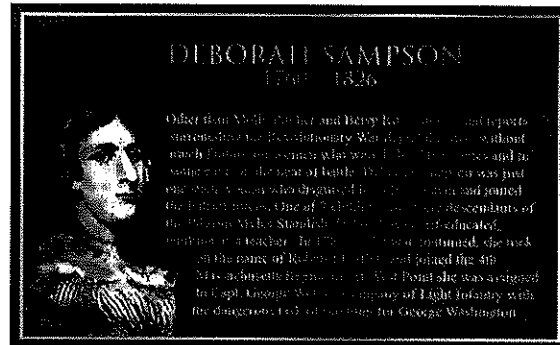


STATUES

All (8) figures will be action poses, portrait figures sculpted at 7' tall. Portraits will be sculpted at 50% lifesize and submitted for your approval before sculpting full size. Price per statue, including shipping and installation... \$68,700.00

PLAQUES

All (8) plaques will contain a bas relief portrait of the subject in civilian clothes. Plaques will be 24" wide by 18" tall. Price per plaque, including shipping and installation... \$750.00



Actual Bronze Plaque commissioned by Mooresville High School, Mooresville NC, with bronze bas relief portrait of Coach Joe Popp affixed to cast plaque.

COACH JOE POPP

SEPTEMBER 29, 1929 - JULY 19, 2012

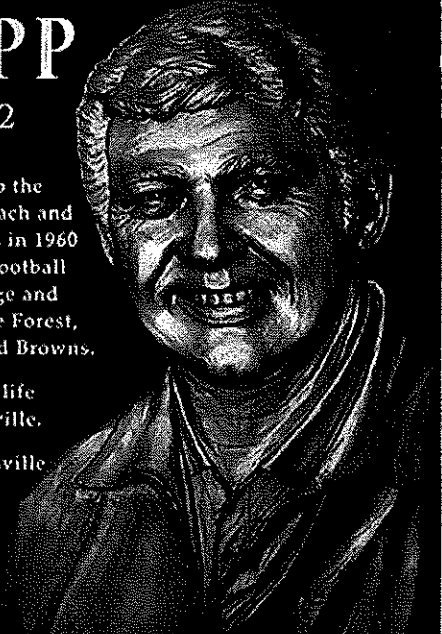
Coach Popp's influence spanned five decades, from the local gridiron to the NFL. He arrived at Mooresville High School in 1958 as head football coach and teacher, and quickly transformed a winless team to lead the Blue Devils in 1960 to an undefeated regular season and in 1961 to the school's first State Football Championship. Thereafter, he enjoyed a successful and legendary college and pro football coaching career with teams including North Carolina, Wake Forest, Georgia Tech, George Washington, the Chicago Winds and the Cleveland Browns.

Mooresville was home for Coach Popp and his family. He lived out his life in retirement here with beloved wife Peggy. They are buried in Mooresville.

Coach Popp was an inspiration, role model and mentor to many Mooresville students, faculty, coaches, athletes and other residents throughout the years, and we are honored to have our stadium bear his name.

His famous rallying cheer was "Hi Hi, Ho Ho!"

"To me football isn't just a game to be won or lost. It's a deeply meaningful experience in the lives of growing youngsters."

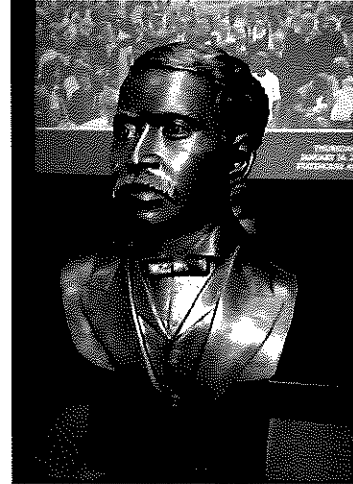


Capturing an Essence

Posted By Mark Ruschman on Fri, Jan 24, 2014 at 6:00 AM

On Jan. 16th I braved the frigid temps and walked from my office at the Indiana State Museum to attend the 23rd Annual Martin Luther King Jr. Holiday Celebration at the Indiana Statehouse. It was standing room only with attendees that included Indiana Gov. Mike Pence, U.S. Rep. Andre Carson, legislatures from both sides of the aisle and an attentive public.

On this day, in conjunction with the Dr. King celebration, two works of art were to be unveiled to the public -- a perfect day to mark the occasion. After years of planning, the official statehouse bronze busts of U.S. Rep. Julia Carson and the former State Rep. James Sidney Hinton (elected in 1880) would be revealed to the public, taking their rightful places among other important figures in Indiana history. Hinton was the first African-American to be elected to the General Assembly, and more than a century later, Julia Carson was the first African-American woman to represent the city in Congress.



James Sidney Hinton

According to Pam Bennett, director of the Indiana Historical Bureau, this artistic initiative started back in 2007 with broad bipartisan support. For my part, I was recruited to help select the artist commissioned to create the two portraits. Bennett assembled an all-volunteer team of jurors from the local community to assist in reviewing the artists' requests for qualifications and eventually select the appropriate one among them. It was a national call, with several highly qualified applicants vying for the honor. The selection committee landed on North Carolina sculptor, Jon Hair, to craft both portraits.

The artist selection process was a public endeavor, and from my personal experience, was extremely well organized, transparent and successful. We looked at outstanding examples of work by many gifted artists, and then carefully and thoughtfully arrived at a consensus on Hair. For me, it was more than just finding someone who could capture a likeness of these two important individuals; it was imperative that the artist capture their *essence* as well.

For this project, the artist would face two very different challenges in crafting an image that would best represent and forever immortalize his subjects. With Hinton it was portraying someone unfamiliar; with Carson it was portraying someone very well-known. The only context the artist had to work from for Hinton was a small, formal, black-and-white image of the man, which would require much interpretation. Conversely, Carson was a very familiar face; an expression full of life and personality.

Before the unveiling I was as anxious as everyone else -- I hadn't seen the finished versions.

First, Rep. James Hinton was unveiled. True to the image in the photograph, the bust was formal, dignified and presented a man of strong conviction -- very much in line with the testimonials that preceded his unveiling. Next was U.S. Rep. Julia Carson. The audience reaction was immediate and approving. Hair didn't take the conservative approach. Instead, he rendered his subject true to form -- a beaming Julia Carson, a well-recognized face filled with warmth, confidence and sincerity. There's no mistaking this image -- it could only be that of Julia Carson.



Julia Carson

When you hire an artist to create a portrait of a person, it can be a roll of the dice. You have to trust the artist and your decision that you've hired the right person to do the job. Many of the portraits on display in the statehouse are very formal and traditional in style. Hinton's bust fits that mold, and rightfully so. But with Carson, to capture her essence, Hair gave us exactly what we wanted. Like Carson herself, this bust is one of a kind.



NEWS



Attachment "B"
Insurance Requirements



GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida. Insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written 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. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the



Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

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

BUSINESS AUTOMOBILE LIABILITY

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

COMMERCIAL GENERAL LIABILITY INSURANCE

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



INSURANCE LIMITS OF LIABILITY

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

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

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road,



Crestview, Florida, 32536.

2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

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

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

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



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

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

EXCESS/UMBRELLA INSURANCE

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



Attachment "C"
Civil Rights Clauses



Attachment "C"

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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



Attachment "D"

PAYMENT, CONSTRUCTION, and DELIVERY SCHEDULE

Payment Milestones

Initial Payment/Commencement of Work	- \$40,000 per Statute
Delivery of Statue Order to Foundry Proof of order placement with Foundry	- \$18,000 per Statute
Delivery of Finished Statue to Okaloosa County Receipt of Crated Statutes	- \$5,000 per Statute
Installation of Finished Statues Statutes installed/In Place	- \$5,700 per Statute
Delivery of Plaques to Okaloosa County	-\$3,000
Installation of Plaques	-\$3,000

Payment/Construction/Delivery Schedule

Payment/Start of Statutes 1 and 2	On or before August 15, 2020.
Payment/Start of Statutes 3 and 4	On or before November 1 st , 2020
Delivery/Completion of Statutes 1 and 2	On or before January 15 th , 2021
Payment/Start of Statutes 5 and 6	On or before February 1, 2021
Delivery/Completion of Statues 3 and 4	On or before April 15 th , 2021
Payment/Start of Statutes 7 and 8	On or before May 1 st , 2021
Delivery/Completion of Statutes 5 and 6	On or before July 15 th , 2021
Delivery/Completion of Statutes 7 and 8	On or before October 15 th , 2021
Final Installation of all Statues	On or before November 7 th , 2021
Receipt/Delivery of all Plaques	On or before July 1, 2021
Installation of all Plaques	On or before October 1, 2021

Owner Approval Milestones

Statues

- Conceptual Design – Artist Sketch or written concept
- Portrait Head – Head and Facial Details
- Digital Modeling – Electronic 3d model
- Point Up Model (Enlargement) Clay
- Final Mold Making – Prior to sending to Foundry
- Post Production Final Acceptance

Plaques

- Draft Proof
- Final Proof - Prior to sending to Foundry
- Post Production Final Acceptance

Approvals/Acceptances shall be generally returned within 5 working days of receipt by County via email. The County will coordinate with the artist if additional time is needed for a particular approval due to extenuating circumstances. At no time shall an approval take longer than 10 working days. If there is not an approval the parties will diligently work together to resolve.

Owner Responsibilities

- Submit two statute packages for Statutes 1 & 2 to Artist by August 1st.
- Submit two more statue packages for Statutes 3 & 4 to Artist by September 15st.
- Submit remaining statue packages for Statutes 5-8 to Artist by November 1st.
- Submit desired plaque wording to artist by January 1st.

Note: A statue package for each honoree, may include pictures, desired actions/context, battle, location, period, age, headwear, and other details to assist the artist is beginning the creative process of making the statue.

Miscellaneous Contract Provisions

Payments. Advance start payments shall be paid no later than date specified above. All other payments tied to specific performance shall be paid within 15 days from the completion of the task and receipt of any applicable documentation thereof.

Mounting Design. The artist shall have a mounting system at the base for each statute the final design of which shall be directly coordinated with the Park Design Engineer - Mott-McDonald Florida, LLC. The statues are planned to be mounted onto an elevated concrete base.

Acceptance of Delivery of Statutes. The County shall be responsible to unload finished statues and other work/material upon arrival in Okaloosa County at the Destin-Fort Walton Beach Convention Center. Shipping arrangements/costs, as well as any special unloading instructions shall be the responsibility of the Artist. Any deliveries shall be scheduled to arrive between 7am and 5pm, Monday thru Friday excluding holidays. At least 48hrs notice shall be provided by the Artist to the County in advance any scheduled deliveries.

Statue Installation. Statue installation shall be under the supervision and guidance of the artist specifically on moving techniques and strapping/hoisting finished statutes for placement. The statues shall be installed per the specifications of the Park Design Engineer meeting any applicable State building codes, if any. The County shall supply the manpower and/or equipment in the form of all-terrain trac-hoe or apparatus to lift and mount the statues.

Plaque Installation. Plaque installation shall be under supervision of the park construction contractor. The 18" by 24" plaque shall be pedestal mounted next to the statute for ADA purposes and ease of reading. The pedestal mount shall be the responsibility of the owner. A smaller plaque, at the owners expense, identifying the name and war/conflict the individual participated in shall be on the base below each stature.

Statue Size. Statues shall be life-size or greater and shall be generally casted at a height of 7ft as indicated in the proposal unless otherwise approved by the County. It is understood that the final stature casting will be under 7ft and also that if a casting is placed next to another normal size object (i.e. cannon) the final casting height would like need to be closer to 6ft tall.

Statue pose or setting. Statues are to be either action and/or scenery orientated versus a simple standing profile. The parties shall work together during the conceptual design process to flush out this issue during the conceptual design phase.

Key Timeframe. The Parties all agree and understand that the Construction, Delivery, and Installation of the Statutes and other components should be completed as soon as possible, but in any event no later than November 7th, 2021, ahead of the 2021 planned unveiling on Veterans Day (November 11, 2021).

Plaques. Plaques shall be a minimum of 18 inches tall by 24 inches wide unless otherwise agreed to by the parties.