

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/01/2020

Contract/Lease Control #: C18-2655-IT

Procurement#: RFQ IT 71-17

Contract/Lease Type: CONTRACT

Award To/Lessee: HALFF ASSOCIATES, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/05/2020

Expiration Date: 12/04/2021 W/1 1 YR RENEWAL

Description of: SPECIALIZED TELECOM SERVICES

Department: IT

Department Monitor: SAMBENEDETTO

Monitor's Telephone #: 850-651-570

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

Closed:

Cc: BCC RECORDS

# TASK ORDER APPROVAL FORM

CONTRACT #: C18-2655-IT

TASK ORDER #: 10

TASK ORDER AMOUNT: \$ 25,000.00

CONTRACT: C18-2655-IT  
HALFF ASSOCIATES, INC.  
SPECIALIZED TELECOM SERVICES  
EXPIRES: 12/04/2021 W/1 YR RENEWAL

OFFERED BY CONSULTANT:

Halff Associates, Inc.

FIRM'S NAME

Tracy Forester

REPRESENTATIVE'S PRINTED NAME

SIGNATURE

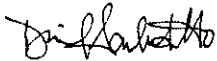
Vice President, Director of ITS

09/24/2021

TITLE

DATE

## RECOMMENDED FOR APPROVAL (Department Director)

  
Director  
Department of Information Technology  
Okaloosa County Florida

Digitally signed by Dan Sambenedetto  
Date: 2021.09.27 10:42:40 -05'00'

SIGNATURE

TITLE

DATE

## APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) Table 1

Jeffrey A Hyde

Digitally signed by Jeffrey A Hyde  
Date: 2021.09.27 11:25:41 -05'00'

PURCHASING MANAGER

DATE

OMB DIRECTOR/DATE

DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)

DATE

**Okaloosa County Information Technology Specialized Telecom Services Contract  
Number C18-2655-IT  
Task Order 10**

This Task Order is issued pursuant to the Agreement for Specialized Telecom Services dated December 5, 2017, Between Okaloosa County, Florida and Halff Associates, Inc, which is incorporated herein by this reference, with respect to

Scope of Basic Service

For

Okaloosa County Information Technology Specialized Telecom Service

**PURPOSE**

The purpose of this Task Order is to authorize and direct CONSULTANT (Halff Associates, Inc.) to proceed with necessary County Specialized Telecom Services for the Okaloosa County Department of Information Technology (OWNER). The activities that are included are described in "Scope of Service."

**SCOPE OF SERVICES**

**Task A.** The CONSULTANT (Halff Associates, Inc) agrees to provide routine and emergency telecommunications, traffic engineering, and traffic signal timing related tasks on an as needed basis directed by OWNER.

**Task B.** As part of the Traffic Management Center Design the CONSULTANT will have a subconsultant complete a geotechnical investigation for the modification to an existing stormwater pond adjacent to the proposed TMC.

**COMPENSATION PROVISIONS**

As compensation for providing the services under this Task Order, COUNTY shall pay CONSULTANT in accordance with Exhibit A of the December 5, 2017 agreement for the actual work completed and accepted by the OWNER. Invoicing must show specific quantities and grouped by each assigned task with sufficient detail to fully report results, conclusions, and recommendations as required. Each invoice will also show total to date and remainder under this task order.

The not-to-exceed amount for this Task Order is \$25,000.00. Task B will be completed for a subconsultant fee of \$4,600.

**PERIOD OF SERVICE**

The schedule for the services provided under this Task Order shall be in accordance with the December 5, 2017 agreement and will remain in effect until the NTE amount is reached or otherwise terminated by the OWNER.

**Okaloosa County Information Technology Specialized Telecom Services Contract  
Number C18-2655-IT  
Task Order 10**

**AUTHORIZED REPRESENTATIVES**

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:


For OWNER:

Dan Sambenedetto  
dsambenedetto@co.okaloos.fl.us  
1250 Eglin Pkwy N Suite 303  
Shalimar, FL 32579  
850-651-7570, 850-200-5346

Dan Sambenedetto

---

REPRESENTATIVE'S PRINTED NAME



Director  
Department of Information Technology  
Okaloosa County Florida

Digitally signed by  
Dan Sambenedetto  
Date: 2021.09.27  
10:43:15 -05'00'

---

SIGNATURE

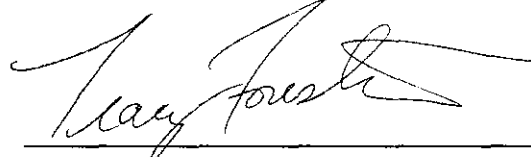
For CONTRACTOR:

Tracy Forester  
TForester@halff.com  
2507 Callaway Road, Suite 100  
Tallahassee, FL 32303  
850-848-9421, 850-694-0819

Tracy Forester

---

REPRESENTATIVE'S PRINTED NAME



---

SIGNATURE



Client#: 98667

HALFASSO

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/30/2021

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

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

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

INSURED  
**Half Associates, Inc.**  
1201 N. Bowser  
Richardson, TX 75081

## COVERAGES

CERTIFICATE NUMBER: 21-22

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GL5856923	08/01/2021	08/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		CA5717893	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		7015026436	07/01/2021	08/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC014195843	08/01/2021	08/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab incl. Pollution		03113813	07/12/2021	08/01/2022	Per Claim \$1,000,000 Aggregate \$1,000,000

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

Okaloosa County, Board of County Commissioners and their respective officials, employees and volunteers are included as additional insured regarding General Liability and Auto Liability if required by written contract. GL and Auto are primary non contributory if required by written contract. GL and Auto applies to same as respects General and Auto Liability & Workers Compensation contract. 30 Day Notice of Cancellation except 10 Days Non-Payment.

CONTRACT#: C18-2655-PW  
HALFF ASSOCIATES, INC.  
SPECIALIZED TELECOM SERVICES  
EXPIRES: 12/04/2021 W/1 YR RENEWAL

CERTIFICATE HOLDER <b>Okaloosa County Board of County Commissioners 5479A Old Bethel Road Crestview, FL 32536</b>	CANCE SHO THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>D.H. Gilling</i>
--	---

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**Okaloosa County Information Technology Specialized Telecom Services**  
**Contract Number C18-2655-IT**  
**Task Order 09**

This Task Order is issued pursuant to the Agreement for Specialized Telecom Services dated December 5, 2017, Between Okaloosa County, Florida and Halff Associates, Inc. which is incorporated herein by this reference, with respect to

Scope of Basic Service  
For  
Okaloosa County Information Technology Specialized Telecom Service

**PURPOSE**

Halff Associates, Inc. (CONSULTANT) shall provide Okaloosa County (COUNTY) with engineering services necessary to support the development of permit plans for conduit installation and submitting a FDOT utility permit for 7.3 miles along US 90 and SR 4, from Old Bethel in Crestview, FL to just north of Baker, FL.

**SCOPE OF SERVICES**

The following services are anticipated for the completion of this project:

**A. Coordination of Utilities**

CONSULTANT will coordinate with existing utility owners within the project limits to include the locations of the responsive existing utilities for the purposes of submitting FDOT Permit Plans. Coordination will also include notifying existing utility owners of the proposed work as required by the FDOT permitting process.

**B. Develop Permit Plans and submit plans for a FDOT Utility Permit**

CONSULTANT will produce a pdf design drawing of the COUNTY's desired conduit installation for the purposes of an FDOT utility permit. The conduit installation is approximately 7.3 miles along SR 10 (US 90) and SR 4 from Old Bethel Road to the Baker Fire Department at 1375 19<sup>th</sup> St. The COUNTY has already obtained approval from FDOT to use existing bridge conduit on US 90 crossing the Yellow River. Utility information obtained from utility owners will be placed in plans and labeled for horizontal distances as required by the FDOT permitting process. CONSULTANT will submit the FDOT utility permit on behalf of the COUNTY.

**COUNTY Responsibilities**

- A. Provide CONSULTANT with Right of Way shapefile for use in the plans.
- B. Payment of any and all impact, review and permitting fees.
- C. Provide CONSULTANT with any information, agreements, and/or restrictions that may be in effect on the property and impact the design guidelines or criteria for the project.

## **Okaloosa County Information Technology Specialized Telecom Services**

**Contract Number C18-2655-IT**

**Task Order 09**

D. The COUNTY shall provide CONSULTANT with access to the site for activities necessary for the performance of the services.

### **Excluded Services**

CONSULTANT'S Scope of Services expressly does not include the following services which are the obligation of the COUNTY or Owner, as the case may be.

- A. Environmental/Biological Services and Permitting
- B. Coordination for FDOT Bridge Conduit Permitting
- C. Geotechnical, Architectural, Structural, Foundation Design, Mechanical, or Electrical Services
- D. Survey
- E. Fiber Optic Splice Diagrams

### **COMPENSATION PROVISIONS**

As compensation for providing the services under this Task Order, COUNTY shall pay CONSULTANT in accordance with Schedule A of the December 5, 2017 agreement for the actual work completed and accepted by the OWNER. Invoicing must show specific quantities and grouped by each assigned task with sufficient detail to fully report results, conclusions, and recommendations as required. Each invoice will also show total to date and remainder under this task order.

The not-to-exceed amount for this Task Order is \$25,000.00

### **PERIOD OF SERVICE**

The schedule for the services provided under this Task Order shall be in accordance with the December 5, 2017 agreement and will remain in effect until the NTE amount is reached or otherwise terminated by the OWNER.

**Okaloosa County Information Technology Specialized Telecom Services**  
**Contract Number C18-2655-IT**  
**Task Order 09**

**AUTHORIZED REPRESENTATIVES**

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For OWNER:

Dan Sambenedetto  
[dsambenedetto@myokaloosa.com](mailto:dsambenedetto@myokaloosa.com)  
1250 Eglin Pkwy N., Suite 303  
Shalimar, FL 32579  
850-651-7570, 850-200-5346

Dan Sambenedetto


REPRESENTATIVE'S PRINTED NAME

For CONTRACTOR:

Tracy Forester  
[tforester@Halff.com](mailto:tforester@Halff.com)  
2507 Callaway Road, Suite 100  
Tallahassee, FL 32303  
850-848-9421, 850-694-0819


Tracy Forester

REPRESENTATIVE'S PRINTED NAME

  
Director  
Department of Information Technology  
Okaloosa County Florida

Digitally signed by  
Dan Sambenedetto  
Date: 2021.06.10  
09:41:02 -05'00'

SIGNATURE



SIGNATURE



CONTRACT/LEASE RENEWAL FORM

Date: 10/05/2020
Halff Associates, Inc.
Attn: Tracy Forester
2507 Callaway Road, Suite 100
Tallahassee, FL 32303
RE: Renewal of Contract C18-2655-IT

CONTRACT#: C18-2655-IT
HALFF ASSOCIATES, INC.
SPECIALIZED TELECOM SERVICES
EXPIRES: 12/04/2021 W/1 1 YR RENEWAL

Hi Tracy,

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C18-2655-IT for an additional term. The contract renewal period will be 12/05/2020 to 12/04/2021. The annual budgeted amount for this contract is \$Task Order. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director Signature: [Signature] Digitally signed by Dan Sembardetto Date: 2020.10.08 10:24:28 -05'00'

Contractor: Halff Associates, Inc.

Date: \_\_\_\_\_

Approved By: John Hofstad Digitally signed by John Hofstad Date: 2020.10.08 16:11:45 -05'00' (as prescribed below on item 1)

Approved By: [Signature] Tracy Forester

Date: \_\_\_\_\_

Approved By: [Signature] (as prescribed below on item 1)

Title: Director of ITS

Robert A. "Trey" Goodwin III
Date: December 1, 2020

Date: 10/07/2020

County Department Instructions:



- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (if applicable).
2) Keep a copy of this form for your records.
3) Send original to Contracts and Lease Coordinator at Purchasing Department. If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/01/2020

Contract/Lease Control #: C18-2655-IT

Procurement#: RFQ.IT 71-17

Contract/Lease Type: CONTRACT

Award To/Lessee: HALFF ASSOCIATES, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/21/2020

Expiration Date: 12/04/2020 W/2 1 YR RENEWALS

Description of SPECIALIZED TELECOM SERVICES

Department: IT

Department Monitor: SAMBENEDETTO

Monitor's Telephone #: 850-651-7570

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

Closed:  
Cc: BCC RECORDS

# TASK ORDER APPROVAL FORM

CONTRACT #: C18-2655-IT

TASK ORDER #: 08

TASK ORDER AMOUNT: \$ 30,000.00

CONTRACT#: C18-2655-IT  
HALFF ASSOCIATES, INC.  
SPECIALIZED TELECOM SERVICES  
EXPIRES: 12/04/2020

OFFERED BY CONSULTANT:

HALFF ASSOCIATES, INC.

FIRM'S NAME

TRACY FORESTER  
REPRESENTATIVE'S PRINTED NAME

  
SIGNATURE

DIRECTOR OF ITS, VICE PRESIDENT

TITLE

11/30/2020

DATE

**RECOMMENDED FOR APPROVAL**  
**(Department Director)**

  
SIGNATURE

IT DIRECTOR

TITLE

DATE

\_\_\_\_\_  
COUNTY ADMINISTRATOR (if applicable)

DATE

**APPROVED BY OKALOOSA COUNTY**  
**(Per Purchasing Manual) Table 1**

Jeffrey A Hyde  
PURCHASING MANAGER

DATE

OMB DIRECTOR/DATE

11/30/2020

DATE

\_\_\_\_\_  
CHAIRMAN (if applicable)

DATE



**Okaloosa County Information Technology Specialized Telecom Services**  
**Contract Number C18-2655-IT**  
**Task Order 08**

This Task Order is issued pursuant to the Agreement for Specialized Telecom Services dated December 5, 2017, Between Okaloosa County, Florida and Halff Associates, Inc. which is incorporated herein by this reference, with respect to

Scope of Basic Service

For

Okaloosa County Information Technology Specialized Telecom Service

**PURPOSE**

The purpose of this Task Order is to authorize and direct CONSULTANT (Halff Associates, Inc.) to proceed with necessary County Specialized Telecom Services for the Okaloosa County Department of Information Technology (OWNER). The activities that are included are described in "Scope of Service."

**SCOPE OF SERVICES**

The CONSULTANT (Halff Associates, Inc.) agrees to provide routine and emergency telecommunications and traffic engineering related tasks on an as needed basis direct by OWNER.

**COMPENSATION PROVISIONS**

As compensation for providing the services under this Task Order, COUNTY shall pay CONSULTANT in accordance with Schedule A of the December 5, 2017 agreement for the actual work completed and accepted by the OWNER. Invoicing must show specific quantities and grouped by each assigned task with sufficient detail to fully report results, conclusions, and recommendations as required. Each invoice will also show total to date and remainder under this task order.

The not-to-exceed amount for this Task Order is \$30,000.00

**PERIOD OF SERVICE**

The schedule for the services provided under this Task Order shall be in accordance with the December 5, 2017 agreement and will remain in effect until the NTE amount is reached or otherwise terminated by the OWNER.

**Okaloosa County Information Technology Specialized Telecom Services**

**Contract Number C18-2655-IT**

**Task Order 08**

**AUTHORIZED REPRESENTATIVES**

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For OWNER:

Dan Sambenedetto

[dsambenedetto@myokaloosa.com](mailto:dsambenedetto@myokaloosa.com)

1250 Eglin Pkwy N., Suite 303

Shalimar, FL 32579

850-651-7570, 850-200-5346

Dan Sambenedetto

REPRESENTATIVE'S PRINTED NAME

For CONTRACTOR:

Tracy Forester

[tforester@Half.com](mailto:tforester@Half.com)

2507 Callaway Road, Suite 100

Tallahassee, FL 32303

850-848-9421, 850-694-0819

Tracy Forester

REPRESENTATIVE'S PRINTED NAME

  
Director  
Department of Information Technology  
Okaloosa County Florida

Digitally signed by Dan Sambenedetto  
Date: 2020.11.30 09:09:01 -06'00'

SIGNATURE



SIGNATURE



# TASK ORDER APPROVAL FORM

CONTRACT #: C18-2655-IT

TASK ORDER #: 07

TASK ORDER AMOUNT: \$ 321,000

CONTRACT#: C18-2655-IT  
HALFF ASSOCIATES, INC.  
SPECIALIZED TELECOM SERVICES  
EXPIRES: 12/04/2020

OFFERED BY CONSULTANT:

HALFF ASSOCIATES, INC  
FIRM'S NAME

DAVID HUTCHESON, PE, PSM  
REPRESENTATIVE'S PRINTED NAME

*David Hutcherson*  
SIGNATURE

SENIOR VICE PRESIDENT  
TITLE

7/27/2020  
DATE

RECOMMENDED FOR APPROVAL  
(Department Director)

*Scott Bottomen*  
SIGNATURE for Jason Autrey

Public Works Director  
TITLE

7-27-20  
DATE

APPROVED BY OKALOOSA COUNTY  
(Per Purchasing Manual)

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

*Faye Douglas*  
PURCHASING MANAGER

08/03/2020  
DATE

Digitally signed by Faye Douglas  
Date: 2020.08.03 14:35:36 -0500

OMB Director/DATE  
08.03.2020

DATE

John Hofstad  
Digitally signed by John Hofstad  
Date: 2020.08.03 18:08:39 -0500  
COUNTY ADMINISTRATOR (if applicable)

DATE

Revised November 3, 2017

*Robert "Trey" A. Goodwin III*  
CHAIRMAN (if applicable)  
Robert "Trey" A. Goodwin III, Chairman  
AUG 18 2020

DATE





TASK ORDER SUMMARY

AGREEMENT FOR PROFESSIONAL SERVICES

Okaloosa County Transportation Management Center

Task Order No.: 07
Date: July 27, 2020

This Task Order is issued in accordance with the terms and conditions set forth in the Agreement for Specialized Telecom Services dated December 5, 2017 (No.: C18-266-IT) between Okaloosa County Board of County Commissioners (CLIENT) and GENESIS HALFF, INC (CONSULTANT). CONSULTANT agrees to provide concept development and site rendering, site design, TMC/Fiber Optic Design, Architectural Blueprints, and Project Management/CEI services for the referenced site, more specifically described as follows:

Site Location

City: Fort Walton Beach County: Okaloosa State: FL
Latitude: 30.4443 Longitude: -86.6095

I. ABBREVIATED PROJECT DESCRIPTION

The Proposed Okaloosa County Transportation Management Center project includes the design of the transportation management center (TMC) facility to be attached to the existing Okaloosa County Emergency Operations Center. Services include Concept Development, Site Design, TMC/Fiber Optic Design, Architectural, and Construction Phase Support services.

II. SCOPE OF SERVICES

A. Concept Drawing and Rendering Development

CONSULTANT will develop a plan view concept drawing of the proposed Transportation Management Center as well as an outside rendering. The concept drawing will depict the functionality and aesthetics of the TMC. CONSULTANT will then present the concept drawing and outside rendering to key stakeholders including the CLIENT and Northwest Florida State College. The CLIENT and Northwest Florida State College will use the concept drawing and rendering to memorialize the space and use agreements between the parties.

B. Site Design/Permits

Pre-Application Meeting

CONSULTANT will prepare and submit a Pre-Application Meeting request package that will include a brief project narrative and the Conceptual Site Plan.

CONSULTANT will attend the Pre-Application Meeting with the CLIENT and respond to any questions that staff might have related to the project.

Minor Site Plan Approval

Based on an approximately 3,500 SF building with no development regulation deviations, this project will require a Minor Commercial Site Plan approval.

HALFF

2702 CASERWAY ROAD, SUITE 100
TALLAHASSEE, FL 32395

TEL: (904) 274-4450
FAX: (904) 274-4450

WWW.HALFF.COM

CONSULTANT will prepare 60% construction level plans for the entire development to assess both onsite and offsite impacts and design improvements. The Minor Commercial Site Plan Review process will demand this level of detail for the project.

1. One (1) site plan approval will be requested for the project and include the following:
  - a. Zoning and Land Use Map to identify the property and the associated zoning districts.
  - b. Existing Conditions Map including the detailed Project Survey depicting all topographic features, roads, buildings, trees, utilities (above and below ground), and contours. All surveys have been or will be completed by others.
  - c. Demolition Plan to identify all existing impervious area and infrastructure to be removed.
  - d. Tree Removal Plan to identify all trees that will be removed and the required tree debit/credit table (if any).
  - e. Site Plan with Site Data Table (land area, unit counts, impervious area, rights of way, etc.). The site plan will identify the proposed ground plane conditions including sidewalks, accessible routes, and building footprint.
  - f. Preliminary Grading and Drainage Plan that will include the proposed storm sewer system and preliminary grading. This will include the identification of storm sewer connection points and any onsite attenuation facilities that may be required to limit stormwater flow from the site to current conditions. It is anticipated that the existing pond located in the adjacent park will have capacity for the proposed improvements and that an onsite SWMF will not be required.
  - g. Conceptual Water and Sewer Plan that will identify the required points of connection along with the proposed water and sewer systems.
  - h. Traffic Mobility Management Plan including a Circulation Analysis to show appropriate access and circulation for emergency vehicles, tanker trucks and trash collection vehicles adjacent to the project.
  - i. Preliminary Code Compliant Landscaping Plan.
  - j. Preliminary Details as may be required.
2. Site Plan Review Comments – CONSULTANT will address reasonable Site Plan review comments as required to obtain approval. This effort does not anticipate major site plan modifications and/or changes to the stormwater design or calculations.
3. Development Review Committee (DRC) – CONSULTANT will coordinate and compile the DRC submittal. CONSULTANT will attend the DRC meeting with the CLIENT. Once the DRC comments have been received CONSULTANT will respond to the comments and resubmit the plans for final site plan approval.

#### **Site Development Construction Plans**

Two (2) levels of design documents will be provided during the duration of the design phase of the project: 90% Design Plans and Final Construction Plans. Once approved, the 90% Design Plans will be prepared and utilized for the permit applications of the various agencies noted below. At this level of design development, the plans will include the following:

- Cover Sheet
- General Conditions
- Existing Conditions
- Demolition and Tree Removal Plans
- Site Plan
- Grading, Drainage and Utility Connection Plan
- Stormwater Pollution Prevention Plan
- Code Compliant Landscape Plan
- Irrigation performance specification

CONSULTANT will prepare the Final Construction Plans that will be used for bidding and constructing the project. The final plans will incorporate any changes that were required from the permitting phase. The construction documents task also includes close coordination with the CLIENT on the required bidding documents. All technical specification

references will be included in the Construction Plans and primarily referenced to FDOT Standard Specifications. Standalone Technical Specifications are not included in this scope of work or fee.

**Stormwater Management Calculations** – CONSULTANT will refine the Stormwater Management Calculations based on comments received during the Site Plan review process. This scope of work does not expect/include detailed upstream/downstream drainage analysis of the existing conditions or extensive stormwater modeling of the existing conditions.

**Environmental Resource Permit** – Since this project discharges to an existing stormwater management facility an Environmental Resource Permit to NFWFMD is not required. If it is determined that the existing pond does not have capacity, an onsite facility will be designed and permitted through NFWFMD utilizing the 10-2 self-certification permit process.

### **C. TMC/Fiber Optic Design**

CONSULTANT will prepare the fiber optic connection and design for the proposed TMC. The design will include:

- Fiber optic communications with Okaloosa EOC and FDOT District office
- Fiber optic communications with existing traffic signals and cameras
- Necessary video wall and console layouts along with required functionality and aesthetics
- The system hardware layouts including, but not limited to, video display, office and support equipment, cable distribution management, server racks, and workstation equipment
- Required software functionality review, data storage, testing, and final acceptance

### **D. Architectural**

CONSULTANT will prepare the design plans suitable for permitting and construction of the site. Plans will be provided to the CLIENT at 60%, 90%, and Final design phases for review and comment. All plans will be prepared in AUTOCAD and consist of the following components. The design will include:

- Key Sheet
- Building Plans
- Building Elevations
- Control Room Video Wall Plans
- Electrical/HVAC Plans and Specification
- Structural Engineering

#### **Deliverables:**

- Two (2) hard copy sets of Signed and Sealed Construction Plans
- One (1) CD containing:
  - PDF of signed and sealed plans
  - Design files in AutoCAD
  - Design documentation

### **E. Construction Phase Support Services**

CONSULTANT will provide construction support services for the proposed project. These services will include the following:

1. Attendance at the pre-construction meeting
2. Review of shop drawings for CONSULTANT designed improvements
3. Respond to Requests for Information
4. Conduct periodic site visits (12 visits maximum)
5. Attend the substantial completion meeting

6. Prepare Utility Certifications and EMP Certification of Completion (based on the as-built survey provided by the contractor)
7. Attend the final completion meeting

Note: CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work. CONSULTANT shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). CONSULTANT efforts will be directed toward providing limited assurance for the CLIENT that the completed project will conform to the contract documents, but shall not be responsible for failure of Contractor(s) to perform the construction work in accordance with the contract documents. During such visits and on the basis of the on-site observations, CONSULTANT shall keep the CLIENT informed of the progress of the work, shall endeavor to guard against defects and deficiencies in the work of the Contractor(s) and may disapprove or reject work as failing to conform to the contract documents. This contract includes only infrequent site inspections that will provide for very limited observations. At the CLIENT's request, CONSULTANT can provide more frequent construction observation and documentation on an hourly rate basis.

At completion of the project and field verification of the project as-built survey (prepared by contractor's licensed surveyor), CONSULTANT will perform the necessary Okaloosa County permit certifications. This task does not include lending institution certifications of completion or related engineer certifications.

#### F. Geotechnical

CONSULTANT will have a subconsultant complete a geotechnical investigation for the design of the proposed TMC and parking area.

#### G. Survey

CONSULTANT will have a subconsultant complete a survey of the proposed TMC site.

### III. CLIENT'S RESPONSIBILITIES

- A. Payment of any and all impact, review and permitting fees.
- B. Provide CONSULTANT with any information, agreements, and/or restrictions that may be in effect on the property and impact the design guidelines or criteria for the project.
- C. The CLIENT shall provide CONSULTANT with access to the site for activities necessary for the performance of the services. CONSULTANT will take precautions to minimize damage due to these activities but have not included in the fee the cost of restoration of any resulting damage.

### IV. SCHEDULE

Upon receipt of a fully executed copy of this Task Order, CONSULTANT will perform its services and discharge the obligations imposed upon us in a prompt and timely manner and as expeditiously as is consistent with professional skill and care and the orderly progress of the work. We also acknowledge that the CLIENT is to be regularly and routinely consulted in connection with the performance hereunder.

### V. SUPPLEMENTAL SERVICES

Services authorized in writing by the CLIENT other than those specifically listed in the Scope of Services, and which are agreed to be performed by CONSULTANT by written addenda to this Task Order, shall be considered Supplemental Services for which the CLIENT shall compensate CONSULTANT at an agreed upon lump sum fee or the





CONSULTANT current hourly rates for the actual personnel involved in the tasks. Supplemental Services may include, but not be limited to, the following items:

- A. Public Involvement
- B. Post Design Services

**VI. EXCLUDED SERVICES**

CONSULTANT'S Scope of Services expressly does not include the following services which are the obligation of the CLIENT or Owner, as the case may be.

- A. Environmental/Biological Services

**VII. FEE SCHEDULE**


Our fees for the described services are outlined in the following table. Fees include Reimbursable Expenses directly associated with this project (travel, mileage, reproduction, supplies, and other non-labor reimbursable costs).


Scope of Services	Lump Sum Fee
A. Site Design/Permits	\$9,000.00
B. Site Design/Permits	\$58,000.00
C. TMC/Fiber Optic Design	\$128,000.00
D. Architectural	\$92,000.00
E. Construction Phase Support Services	\$24,000.00
F. Geotechnical Services	\$5,000.00
G. Survey	\$5,000.00
<b>TOTAL</b>	<b>\$321,000.00</b>

This Task Order constitutes our understanding of the work and our relationship under this project, and may only be modified in writing, signed by both parties. The signature below authorizes the work herein described to proceed and does so on behalf of the Signatory and on behalf of Okaloosa County Board of County Commissioners, the Owner of the land or property upon which the work is to be performed, and warrants that he/she has authority to sign this Task Order on behalf of the Signatory and on behalf of the Owner of the land. This Task Order is only valid if signed by both parties within thirty (30) days from the date of transmittal.

Approved:

HALFF ASSOCIATES, INC.

  
 \_\_\_\_\_ 07/27/2020  
 Date  
 David W. Hutcheson, PE, PSM  
 Senior Vice President

  
 \_\_\_\_\_ 07/27/2020  
 Date  
 Tracy H. Forrester  
 Vice President

Approved:

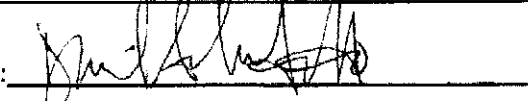
OKALOOSA COUNTY

Signature:   
 \_\_\_\_\_

Name: Jason Autrey

Title: Public Works Director

Date: 7-27-20

Signature:   
 \_\_\_\_\_

Name: Dan Sambenedetto

Title: IT Director

Date: 7/30/20

# TASK ORDER APPROVAL FORM

CONTRACT #: C18-2655-IT

TASK ORDER #: 05, 06

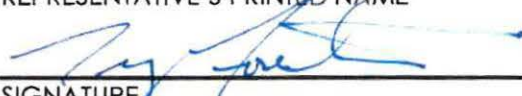
TASK ORDER AMOUNT: \$ 25,000

CONTRACT#: C18-2655-IT  
HALFF ASSOCIATES, INC.  
SPECIALIZED TELECOM SERVICES  
EXPIRES: 12/04/2020

OFFERED BY CONSULTANT:

HALFF ASSOCIATES, INC  
FIRM'S NAME

TRACY FORESTER  
REPRESENTATIVE'S PRINTED NAME

  
SIGNATURE

DIRECTOR OF ITS, VICE PRESIDENT 3/24/2020  
TITLE DATE

## RECOMMENDED FOR APPROVAL (Department Director)

  
SIGNATURE

IT DIRECTOR  
TITLE

3/26/20  
DATE

## APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

  
PURCHASING MANAGER

03/30/2020  
DATE

\_\_\_\_\_  
OMB Director/DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY ADMINISTRATOR (if applicable)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CHAIRMAN (if applicable)

\_\_\_\_\_  
DATE

**Okaloosa County Information Technology Specialized Telecom Services  
Contract Number C18-2655-IT  
Task Order 05**

This Task Order is issued pursuant to the Agreement for Specialized Telecom Services dated December 5, 2017, Between Okaloosa County, Florida and Halff Associates, Inc, which is incorporated herein by this reference, with respect to

**Scope of Basic Service**

**For**

**Okaloosa County Information Technology Specialized Telecom Services**

**PURPOSE**

The purpose of this Task Order is to authorize and direct CONSULTANT (Halff Associates, Inc.) to proceed with necessary County Specialized Telecom Services for the Okaloosa County Department of Information Technology (OWNER). The activities that are included are described in "Scope of Service."

**SCOPE OF SERVICES**

The CONSULTANT (Halff Associates, Inc) agrees to provide routine and emergency telecommunications and traffic engineering related tasks on an as needed basis directed by OWNER.

**COMPENSATION PROVISIONS**

As compensation for providing the services under this Task Order, COUNTY shall pay CONSULTANT in accordance with Schedule A of the December 5, 2017 agreement for the actual work completed and accepted by the OWNER. Invoicing must show specific quantities and grouped by each assigned task with sufficient detail to fully report results, conclusions, and recommendations as required. Each invoice will also show total to date and remainder under this task order.

The not-to-exceed amount for this Task Order is \$25,000.00.

**PERIOD OF SERVICE**

The schedule for the services provided under this Task Order shall be in accordance with the December 5, 2017 agreement and will remain in effect until the NTE amount is reached or otherwise terminated by the OWNER.

Okaloosa County Information Technology Specialized Telecom Services  
Contract Number C18-2655-IT  
Task Order 05

**AUTHORIZED REPRESENTATIVES**

The Authorized Representatives designated below are authorized to act with respect to this Task Order.  
Communications between the parties shall be through the Authorized Representatives:

For OWNER:

Dan Sambenedetto

dsambenedetto@co.okaloos.fl.us

1250 Eglin Pkwy N Suite 303

Shalimar, FL 32579

850-651-7570, 850-200-5346

Dan Sambenedetto

\_\_\_\_\_  
REPRESENTATIVE'S PRINTED NAME

  
\_\_\_\_\_  
SIGNATURE

For CONTRACTOR:

Tracy Forester

TForester@halff.com

2507 Callaway Road, Suite 100

Tallahassee, FL 32303

850-224-4400

Tracy Forester

\_\_\_\_\_  
REPRESENTATIVE'S PRINTED NAME

  
\_\_\_\_\_  
SIGNATURE



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

Procurement/Contract/Lease Number: C18-2655-IT Tracking Number: 3735-20  
Procurement/Contractor/Lessee Name: Half Associates Grant Funded: YES \_\_\_ NO X  
Purpose: assignment  
Date/Term: 12-4-20  
Amount: by task order  
Department: IT  
Dept. Monitor Name: Sambenedetto

1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 12-18-19  
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

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

Approved as written: NO federal \$  
Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: NO risk element on the assignment - COI is current  
Date: \_\_\_\_\_  
Edith Gibson or Karen Donaldson

**County Attorney Review**

Approved as written: see email attached  
Date: 12-19-19  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received:  
Date: \_\_\_\_\_  
Finance Manager or designee

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Thursday, December 19, 2019 8:43 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: C18-2655-IT assignment

This is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[Kparsons@ngn-tally.com](mailto:Kparsons@ngn-tally.com)

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Wednesday, December 18, 2019 9:18 AM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Subject:** C18-2655-IT assignment

Kerry,

Here is the first of three assignments.  
Once you approve this one, I will prepare the others and send them over for review.

Thank you,

DeRita Mason



DeRita Mason

CONTRACT#: C18-2655-IT  
HALFF ASSOCIATES, INC.  
SPECIALIZD TELECOM SERVICES  
EXPIRES: 12/04/2020

**ASSIGNMENT OF CONSULTING ENGINEERING SERVICES AGREEMENT**

**CONTRACT # C18-2655-IT**

The Master Services Agreement, Contract # C18-2655-IT, by and between the Okaloosa County Board of County Commissioners through its Information Technology Department ("County") and Genesis Halff, Inc., ("Contractor") is hereby assigned.

WHEREAS, the County and the Contractor entered into the Master Services Agreement effective July 5, 2017 ("Contract"); and

WHEREAS, Halff Associates, Inc. (Halff) acquired Genesis Halff, Inc. on December 16, 2019; and

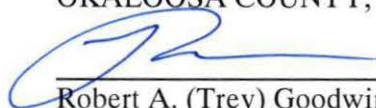
WHEREAS, the County has determined that it is necessary to amend the Contract to reflect the change in vendor name;

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to assign Contract # C18-2655-IT as follows:

1. Halff Associates, Inc. (Halff) has agreed to assume Genesis Halff, Inc.'s rights, liabilities and obligations under the Contract.
2. The County consents to the assignment as set forth above.
3. Contractor information under the Contract is changed to:  
Halff Associates, Inc.  
2507 Callaway Road, Suite 100  
Tallahassee, FL 32303
4. All other provisions of the Contract shall remain in full force and effect. (Updated insurance provisions are attached and made a part of the contract)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the last date herein written below.

OKALOOSA COUNTY, FLORIDA

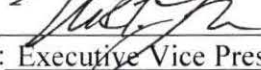


Robert A. (Trey) Goodwin, III., Chairman

Date: JAN 21 2020



HALFF ASSOCIATES, INC.

BY:   
Title: Executive Vice President

Date: 12/30/2019



## **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

*OKALOOSA COUNTY*



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><b>LIMIT</b></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.

*OKALOOSA COUNTY*

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.

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/7/2017

Contract/Lease Control #: C18-2655-IT

Procurement #: RFQ IT 71-17

Contract/Lease Type: CONTRACT

Award To/Lessee: GGI, LLC DBA GENESIS

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/5/2017

Expiration Date: 12/4/2020

Description of Contract/Lease: SPECIALIZED TELECOM SERVICES

Department: IT

Department Monitor: SAMBENEDETTO

Monitor's Telephone #: 850-651-7570

Monitor's FAX # or E-mail: DSAMBENEDETTO@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/04/2019

Contract/Lease Control #: C18-2655-IT

Procurement#: RFQ IT 71-17

Contract/Lease Type: CONTRACT

Award To/Lessee: GENESIS HALFF, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/02/2019

Expiration Date: 12/04/2020

Description of Contract/Lease: SPECIALIZED TELECOM SERVICES

Department: IT

Department Monitor: SAMBENEDETTO

Monitor's Telephone #: 850-651-7570

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

Closed:

Cc: Finance Department Contracts & Grants Office

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

Procurement/Contract/Lease Number: C18-2655-IT Tracking Number: 329519  
Procurement/Contractor/Lessee Name: Genesis Health Grant Funded: YES \_\_\_ NO X  
Purpose: amendment  
Date/Term: 12-4-20 1.  GREATER THAN \$100,000  
Amount: by task order 2.  GREATER THAN \$50,000  
Department: IT 3.  \$50,000 OR LESS  
Dept. Monitor Name: SonBenedetto

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
Oketa Mason Date: 2-25-18  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

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

Approved as written: M Redro fuchs Grant Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: see email attached Date: 2-25-18  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: see email attached Date: 3-7-18  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received:  
\_\_\_\_\_  
Finance Manager or designee Date: \_\_\_\_\_

## DeRita Mason

---

**From:** Karen Donaldson  
**Sent:** Monday, February 25, 2019 2:29 PM  
**To:** DeRita Mason  
**Subject:** RE: Gensis Amendmment C18-2655-IT

DeRita

This is approved by risk management

Thank you

*Karen Donaldson*

Karen Donaldson  
Public Records and Contracts Specialist  
Okaloosa County Risk Management  
5479-B Old Bethel Rd.  
Crestview, Fl. 32536  
850.683.6207  
[KDonaldson@myokaloosa.com](mailto:KDonaldson@myokaloosa.com)



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

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Monday, February 25, 2019 1:20 PM  
**To:** Parsons, Kerry <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>; Edith Gibson <[egibson@myokaloosa.com](mailto:egibson@myokaloosa.com)>  
**Subject:** Gensis Amendmment C18-2655-IT

Please review and approve.

Thank you,

DeRita



## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Thursday, March 07, 2019 4:18 PM  
**To:** DeRita Mason  
**Cc:** Karen Donaldson; Greg Stewart  
**Subject:** RE: Gensis Amendmnet C18-2655-IT

This is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[Kparsons@ngn-tally.com](mailto:Kparsons@ngn-tally.com)

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---

**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Thursday, February 28, 2019 11:42 AM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Karen Donaldson <kdonaldson@myokaloosa.com>  
**Subject:** RE: Gensis Amendmnet C18-2655-IT

Please see revised based on the one I sent earlier.

DeRita

---

**From:** Karen Donaldson  
**Sent:** Monday, February 25, 2019 2:29 PM  
**To:** DeRita Mason <dmason@myokaloosa.com>  
**Subject:** RE: Gensis Amendmnet C18-2655-IT

DeRita

This is approved by risk management

Thank you

*Karen Donaldson*

Karen Donaldson  
Public Records and Contracts Specialist



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2019

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

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

<b>PRODUCER</b> Bell Insurance Group 16980 DALLAS PKWY STE 210 DALLAS TX 75248	<b>CONTACT NAME:</b> Candy Goehring <b>PHONE (A/C, No, Ext):</b> 972-581-4915 <b>E-MAIL ADDRESS:</b> cgoehring@bellgroup.com		<b>FAX (A/C, No):</b> 972-581-4850
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Genesis Half, Inc. Genesis Half CEI, Inc. 1201 N. Bowser Richardson TX 75081	<b>INSURER A:</b> National Fire Ins. Co.		<b>NAIC #</b> 20478
	<b>INSURER B:</b> Continental Ins Co		35289
	<b>INSURER C:</b> Amer. Casualty Co of ReadingPA		20427
	<b>INSURER D:</b> Allied World Surplus Lines		24319
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 547688645

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6049909053	1/31/2019	7/12/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 15,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6049909036	1/31/2019	7/12/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6049909070	1/31/2019	7/12/2019	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6049909067	1/31/2019	7/12/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	<input type="checkbox"/> Professional Liability <input type="checkbox"/> Claims Made			0311-3813	1/31/2019	7/12/2019	Per Claim Aggregate	2,000,000 4,000,000

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

Project: Master Services Agreement Contract# C14-2158-TDD  
 Okaloosa County is included as additional insured regarding General Liability and Auto Liability, as required by written contract. GL and Auto are primary non contributory if required by written contract.  
 Okaloosa has waiver of subrogation in favor of as respects General and Auto Liability & Workers Compensation  
 30 Day Notice of Cancellation, 10 Days Notice of Cancellation for Non-Payment.

**CERTIFICATE HOLDER****CANCELLATION**

Okaloosa County  
 5479A Old Bethel Road  
 Crestview FL 32536

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

AUTHORIZED REPRESENTATIVE

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**ASSIGNMENT OF PROFESSIONAL CONSULTING SERVICES AGREEMENT**

**CONTRACT # C18-2655-IT**

The Specialized Telecom Services Agreement, Contract # C18-2655-IT, by and between the Okaloosa County Board of County Commissioners through its Information Technology Department ("County") and GGI, LLC dba Genesis, ("Contractor") is hereby assigned.

WHEREAS, the County and the Contractor entered into the Specialized Telecom Services Agreement effective December 5, 2017 ("Contract"); and

WHEREAS, Genesis Halff, Inc. acquired GGI, LLC dba Genesis on January 31, 2019; and

WHEREAS, the County has determined that it is necessary to amend the Contract to reflect the change in vendor name;

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to assign Contract # C18-2655-IT as follows:

1. Genesis Halff, Inc. has agreed to assume GGI, LLC dba Genesis rights, liabilities and obligations under the Contract.
2. The County consents to the assignment as set forth above.
3. Contractor information under the Contract is changed to:  
Genesis Halff, Inc.  
1000 N. Ashley Drive  
Tampa, FL 33602
4. This ASSIGNMENT shall be effective retroactive to January 31, 2019, the effective date of the acquisition.
5. All other provisions of the Contract shall remain in full force and effect. (Updated insurance provisions are attached and made a part of the contract)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the last date herein written below.

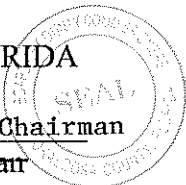
OKALOOSA COUNTY, FLORIDA

Charles K. Windes, Jr., Chairman

~~Charles K. Windes, Jr., Chairman~~

Date: 4/2/19

J.D. Peacock, II, Clerk



GENESIS HALFF, INC.

BY: [Signature]

Mark T. Llewellyn Sr., PE

Title: Executive Vice President

Date: March 18, 2019

ML Carson  
BCC Records

**CONTRACT#: C18-2655-IT  
GENESIS HALFF, INC.  
SPECIALIZED TELECOM SERVICES  
EXPIRES: 12/04/2020**

## **GENERAL SERVICES INSURANCE REQUIREMENTS**

REVISED: 08/01/2018

### **CONTRACTORS INSURANCE**

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

## **WORKERS' COMPENSATION INSURANCE**

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

## **BUSINESS AUTOMOBILE LIABILITY**

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

## **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The

Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

3. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

#### **LIMITS OF LIABILITY**

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

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

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

## **CERTIFICATE OF INSURANCE**

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

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

## **GENERAL TERMS**

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

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

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

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

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

## **UMBRELLA INSURANCE**

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2019

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

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

<b>PRODUCER</b> Bell Insurance Group 16980 DALLAS PKWY STE 210 DALLAS TX 75248		<b>CONTACT NAME:</b> Candy Goehring <b>PHONE (A/C, No, Ext):</b> 972-581-4915 <b>FAX (A/C, No):</b> 972-581-4850 <b>E-MAIL ADDRESS:</b> cgoehring@bellgroup.com	
<b>INSURED</b> Genesis Halff, Inc. Genesis Halff CEI, Inc. 1201 N. Bowser Richardson TX 75081		<b>HALFASI-01</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> National Fire Ins. Co.	
		<b>INSURER B:</b> Continental Ins Co	
		<b>INSURER C:</b> Amer. Casualty Co of Reading PA	
		<b>INSURER D:</b> Allied World Surplus Lines	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 547688645

REVISION NUMBER:

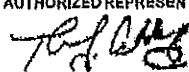
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSP WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		6049909063	1/31/2019	7/12/2019	EACH OCCURRENCE	\$ 1,000,000	
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 15,000	
						MED EXP (Any one person)	\$ 5,000	
						PERSONAL & ADV INJURY	\$ 1,000,000	
						GENERAL AGGREGATE	\$ 2,000,000	
						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
							\$	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		6049909036	1/31/2019	7/12/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
						BODILY INJURY (Per person)	\$	
						BODILY INJURY (Per accident)	\$	
						PROPERTY DAMAGE (Per accident)	\$	
							\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		6049909070	1/31/2019	7/12/2019	EACH OCCURRENCE	\$ 5,000,000	
						AGGREGATE	\$ 5,000,000	
							\$	
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	6049909067	1/31/2019	7/12/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional Liability Claims Made		0311-3813	1/31/2019	7/12/2019	Per Claim	2,000,000	
						Aggregate	4,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may Project: Master Services Agreement Contract# C14-2158-TDD Okaloosa County is included as additional insured regarding General Liability and Auto required by written contract. GL and Auto are primary non contributory if required by w Okaloosa has waiver of subrogation in favor of as respects General and Auto Liability 30 Day Notice of Cancellation, 10 Days Notice of Cancellation for Non-Payment.

**CONTRACT#: C18-2655-IT**  
**GGI, LLC DBA GENESIS**  
**SPECIALIZED TELECOM SERVICES**  
**EXPIRES: 12/04/2020**

**CERTIFICATE HOLDER****CANCELLATION**

Okaloosa County 5479A Old Bethel Road Crestview FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Okaloosa County Information Technology Specialized Telecom Services  
Contract Number C18-2655-IT  
Task Order 04

CONTRACT #: C18-2655-IT  
TASK ORDER #: 04  
TASK ORDER AMOUNT: \$ 25,000.00

**CONTRACT#: C18-2655-IT**  
**GGI, LLC DBA GENESIS**  
**SPECIALIZED TELECOM SERVICES**  
**EXPIRES: 12/04/2020**

OFFERED BY CONSULTANT:

GGI, LLC dba Genesis  
FIRM'S NAME

Tracy Forester

REPRESENTATIVE'S PRINTED NAME

  
SIGNATURE

Vice President

TITLE

12/17/2018

DATE

**RECOMMENDED FOR APPROVAL**  
**(Department Director)**

**APPROVED BY OKALOOSA COUNTY**  
**(Per Purchasing Manual)**

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

  
SIGNATURE

IT DIRECTOR  
TITLE

12/21/18  
DATE

  
PURCHASING MANAGER

12/26/2018  
DATE

OMB Director/DATE

DATE

COUNTY ADMINISTRATOR (if applicable)

CHAIRMAN (if applicable)

DATE

DATE

Okaloosa County Information Technology Specialized Telecom Services  
Contract Number C18-2655-IT  
Task Order 04

This Task Order is issued pursuant to the Agreement for Specialized Telecom Services dated December 5, 2017, Between Okaloosa County, Florida and GGI, LLC dba Genesis, which is incorporated herein by this reference, with respect to

Scope of Basic Service

For

Okaloosa County Information Technology Specialized Telecom Services

**PURPOSE**

The purpose of this Task Order is to authorize and direct CONSULTANT (GGI, LLC dba Genesis) to proceed with necessary County Specialized Telecom Services for the Okaloosa County Department of Information Technology (OWNER). The activities that are included are described in "Scope of Service."

**SCOPE OF SERVICES**

The CONSULTANT (GGI, LLC dba Genesis) agrees to provide routine and emergency telecommunications and traffic engineering related tasks on an as needed basis directed by OWNER.

**COMPENSATION PROVISIONS**

As compensation for providing the services under this Task Order, COUNTY shall pay CONSULTANT in accordance with Schedule A of the December 5, 2017 agreement for the actual work completed and accepted by the OWNER. Invoicing must show specific quantities and grouped by each assigned task with sufficient detail to fully report results, conclusions, and recommendations as required. Each invoice will also show total to date and remainder under this task order.

The not-to-exceed amount for this Task Order is \$25,000.00.

**PERIOD OF SERVICE**

The schedule for the services provided under this Task Order shall be in accordance with the December 5, 2017 agreement and will remain in effect until the NTE amount is reached or otherwise terminated by the OWNER.

Okaloosa County Information Technology Specialized Telecom Services  
Contract Number C18-2655-IT  
Task Order 04

**AUTHORIZED REPRESENTATIVES**

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For OWNER:

Dan Sambenedetto


dsambenedetto@co.okaloos.fl.us

1250 Eglin Pkwy N Suite 303

Shalimar, FL 32579

850-651-7570, 850-200-5346

Dan Sambenedetto  
REPRESENTATIVE'S PRINTED NAME

  
SIGNATURE

For CONTRACTOR:

Tracy Forester

TForester@GenesisGroup.com

2507 Callaway Road, Suite 100

Tallahassee, FL 32303

850-224-4400

Tracy Forester  
REPRESENTATIVE'S PRINTED NAME

  
SIGNATURE

Okaloosa County Information Technology Specialized Telecom Services  
Contract Number C18-2655-IT  
Task Order 03

CONTRACT #: C18-2655-IT

TASK ORDER #: 03

TASK ORDER AMOUNT: \$ 25,000.00

**Contract # C18-2655-IT**  
**GGI, LLC DBA GENESIS**  
**SPECIALIZED TELECOM SERVICES**  
**EXPIRES: 12/04/2020**

OFFERED BY CONSULTANT:

GGI, LLC dba Genesis  
FIRM'S NAME

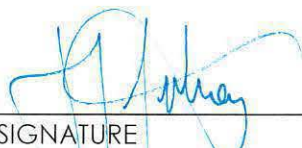
Tracy Forester  
REPRESENTATIVE'S PRINTED NAME

  
SIGNATURE

Vice President  
TITLE

3/1/18  
DATE

**RECOMMENDED FOR APPROVAL**  
**(Department Director)**

  
SIGNATURE

Public Works Director  
TITLE

3/15/18  
DATE

**APPROVED BY OKALOOSA COUNTY**  
**(Per Purchasing Manual)**

- \$50,000 or less approved by Purchasing Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

  
PURCHASING DIRECTOR

3/22/18  
DATE

\_\_\_\_\_  
COUNTY ADMINISTRATOR (if applicable)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CHAIRMAN (if applicable)

\_\_\_\_\_  
DATE





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/3/2018

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 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).

<b>PRODUCER</b> Stahl & Associates Insurance, Inc. 110 Carillon Parkway  St. Petersburg FL 33716		<b>CONTACT NAME:</b> Kelly Johnson <b>PHONE (A/C, No, Ext):</b> (727) 391-9791 <b>FAX (A/C, No):</b> (727) 393-5623 <b>E-MAIL ADDRESS:</b> kelly.johnson@stahlinsurance.com																						
<b>INSURED</b> GGI LLC; Genesis CE&I Services LLC 1000 N Ashley Dr Suite 900 Tampa FL 33602		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Westfield Insurance Company</td> <td>24112</td> </tr> <tr> <td>INSURER B:</td> <td>Starnet Insurance Co</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td>Endurance American Specialty Ins Co</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Westfield Insurance Company	24112	INSURER B:	Starnet Insurance Co		INSURER C:	Endurance American Specialty Ins Co		INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
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INSURER C:	Endurance American Specialty Ins Co																							
INSURER D:																								
INSURER E:																								
INSURER F:																								

**RECEIVED**  
 MAY 23 2018  
 BY: P. RICH

**COVERAGES**                      **CERTIFICATE NUMBER:** CL185342249                      **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:			TRA0871875	2/1/2018	2/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			TRA0871875	2/1/2018	2/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			TRA0871875	2/1/2018	2/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below:	Y/N	N/A	KEY0138067	04/04/2018	04/04/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Claims Made Full Prior Acts			DPL10006950803	5/3/2018	5/3/2019	Per Claim \$2,000,000 Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Project: Okaloosa County Contract Okaloosa County is included as additional insured with respect to General Liability per form CG 2037 04 13 & CG 2010 04 13 if required by written contract, and with respect to Auto Liability per Auto Coverage Form.

C18-2655-1T

<b>CERTIFICATE HOLDER</b>  Okaloosa County 602 - C North Pearl Street Crestview, FL 32536	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Kelly Petzold/JOHNK
---	---

Okaloosa County Information Technology Specialized Telecom Services  
Contract Number C18-2655-IT  
Task Order 03

This Task Order is issued pursuant to the Agreement for Specialized Telecom Services dated December 5, 2017, Between Okaloosa County, Florida and GGI, LLC dba Genesis, which is incorporated herein by this reference, with respect to

Scope of Basic Service

For

Okaloosa County Information Technology Specialized Telecom Services

**PURPOSE**

The purpose of this Task Order is to authorize and direct CONSULTANT (GGI, LLC dba Genesis) to proceed with necessary County Specialized Telecom Services for the Okaloosa County Department of Information Technology (OWNER). The activities that are included are described in "Scope of Service."

**SCOPE OF SERVICES**

The CONSULTANT (GGI, LLC dba Genesis) agrees to provide routine and emergency telecommunications, Fiber optic network documentation and signal timing for traffic engineering department on an as needed basis directed by OWNER.

**COMPENSATION PROVISIONS**

As compensation for providing the services under this Task Order, COUNTY shall pay CONSULTANT in accordance with Schedule A of the December 5, 2017 agreement for the actual work completed and accepted by the OWNER. Invoicing must show specific quantities and grouped by each assigned task with sufficient detail to fully report results, conclusions, and recommendations as required. Each invoice will also show total to date and remainder under this task order.

The not-to-exceed amount for this Task Order is \$25,000.00.

**PERIOD OF SERVICE**

The schedule for the services provided under this Task Order shall be in accordance with the December 5, 2017 agreement and will remain in effect until the NTE amount is reached or otherwise terminated by the OWNER.

Okaloosa County Information Technology Specialized Telecom Services  
Contract Number C18-2655-IT  
Task Order 03

**AUTHORIZED REPRESENTATIVES**

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For OWNER:

Jason Autrey

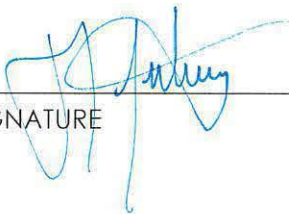
[Jason.Autrey@co.okaloos.fl.us](mailto:Jason.Autrey@co.okaloos.fl.us)

1759 S. Ferdon Blvd.

Crestview, FL 32536

850-689-5772

Jason Autrey  
REPRESENTATIVE'S PRINTED NAME

  
SIGNATURE

For CONTRACTOR:

Tracy Forester

[TForester@GenesisGroup.com](mailto:TForester@GenesisGroup.com)

2507 Callaway Road, Suite 100

Tallahassee, FL 32303

850-224-4400

Tracy Forester  
REPRESENTATIVE'S PRINTED NAME

  
SIGNATURE



Okaloosa County Information Technology Specialized Telecom Services  
Contract Number C18-2655-IT  
Task Order 02

**Contract # C18-2655-IT**  
**GGO, LLC DBA GENESIS**  
**SPECIALIZED TELECOM SERVICES**  
**EXPIRES: 12/04/2020**

CONTRACT #: C18-2655-IT

TASK ORDER #: 02

TASK ORDER AMOUNT: \$ 25,000.00

OFFERED BY CONSULTANT:

GGI, LLC dba Genesis

FIRM'S NAME

Tracy Forester

REPRESENTATIVE'S PRINTED NAME



SIGNATURE

Vice President

TITLE

DATE

**RECOMMENDED FOR APPROVAL**  
**(Department Director)**

SIGNATURE

  
Robert W. Davis Director

TITLE

DATE

3/2/18

**APPROVED BY OKALOOSA COUNTY**  
**(Per Purchasing Manual)**

- \$50,000 or less approved by Purchasing Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

PURCHASING DIRECTOR

DATE



3/6/18

COUNTY ADMINISTRATOR (if applicable)

DATE

CHAIRMAN (if applicable)

DATE

Okaloosa County Information Technology Specialized Telecom Services  
Contract Number C18-2655-IT  
Task Order 02

This Task Order is issued pursuant to the Agreement for Specialized Telecom Services dated December 5, 2017, Between Okaloosa County, Florida and GGI, LLC dba Genesis, which is incorporated herein by this reference, with respect to

Scope of Basic Service

For

Okaloosa County Information Technology Specialized Telecom Services

**PURPOSE**

The purpose of this Task Order is to authorize and direct CONSULTANT (GGI, LLC dba Genesis) to proceed with necessary County Specialized Telecom Services for the Okaloosa County Department of Information Technology (OWNER). The activities that are included are described in "Scope of Service."

**SCOPE OF SERVICES**

The CONSULTANT (GGI, LLC dba Genesis) agrees to provide Preliminary Design Plan for Transportation Management Center related tasks on an as needed basis directed by OWNER.

**COMPENSATION PROVISIONS**

As compensation for providing the services under this Task Order, COUNTY shall pay CONSULTANT in accordance with Schedule A of the December 5, 2017 agreement for the actual work completed and accepted by the OWNER. Invoicing must show specific quantities and grouped by each assigned task with sufficient detail to fully report results, conclusions, and recommendations as required. Each invoice will also show total to date and remainder under this task order.

The not-to-exceed amount for this Task Order is \$25,000.00.

**PERIOD OF SERVICE**

The schedule for the services provided under this Task Order shall be in accordance with the December 5, 2017 agreement and will remain in effect until the NTE amount is reached or otherwise terminated by the OWNER.

Okaloosa County Information Technology Specialized Telecom Services  
Contract Number C18-2655-IT  
Task Order 02

**AUTHORIZED REPRESENTATIVES**

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For OWNER:

Jason Autrey

[jautrey@co.okaloos.fl.us](mailto:jautrey@co.okaloos.fl.us)

1759 S. Ferdon Blvd.

Crestview, FL 32536

850-689-5772

Jason Autrey  
REPRESENTATIVE'S PRINTED NAME

  
SIGNATURE

For CONTRACTOR:

Tracy Forester

[TForester@GenesisGroup.com](mailto:TForester@GenesisGroup.com)

2507 Callaway Road, Suite 100

Tallahassee, FL 32303

850-224-4400

Tracy Forester  
REPRESENTATIVE'S PRINTED NAME

  
SIGNATURE

Okaloosa County Information Technology Specialized Telecom Services  
Contract Number C18-2655-IT  
Task Order 01

**Contract # C18-2655-IT**  
**GGI, LLC DBA GENESIS**  
**SPECIALIZED TELECOM SERVICES**  
**EXPIRES: 12/04/2020**

CONTRACT #: C18-2655-IT

TASK ORDER #: 01

TASK ORDER AMOUNT: \$ 25,000.00

OFFERED BY CONSULTANT:

GGI, LLC dba Genesis

FIRM'S NAME

Tracy Forester

REPRESENTATIVE'S PRINTED NAME



SIGNATURE

Vice President

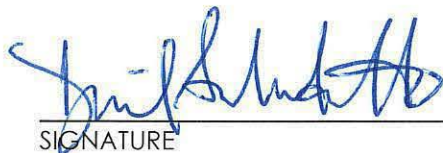
TITLE

1/22/18  
DATE

**RECOMMENDED FOR APPROVAL**  
**(Department Director)**

**APPROVED BY OKALOOSA COUNTY**  
**(Per Purchasing Manual)**

- \$50,000 or less approved by Purchasing Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.



SIGNATURE

IT Director

TITLE

1/23/2018  
DATE



PURCHASING DIRECTOR

1/22/18  
DATE

COUNTY ADMINISTRATOR (if applicable)

CHAIRMAN (if applicable)

DATE

DATE

Okaloosa County Information Technology Specialized Telecom Services  
Contract Number C18-2655-IT  
Task Order 01

This Task Order is issued pursuant to the Agreement for Specialized Telecom Services dated December 5, 2017, Between Okaloosa County, Florida and GGI, LLC dba Genesis, which is incorporated herein by this reference, with respect to

Scope of Basic Service

For

Okaloosa County Information Technology Specialized Telecom Services

**PURPOSE**

The purpose of this Task Order is to authorize and direct CONSULTANT (GGI, LLC dba Genesis) to proceed with necessary County Specialized Telecom Services for the Okaloosa County Department of Information Technology (OWNER). The activities that are included are described in "Scope of Service."

**SCOPE OF SERVICES**

The CONSULTANT (GGI, LLC dba Genesis) agrees to provide routine and emergency telecommunications and traffic engineering related tasks on an as needed basis directed by OWNER.

**COMPENSATION PROVISIONS**

As compensation for providing the services under this Task Order, COUNTY shall pay CONSULTANT in accordance with Schedule A of the December 5, 2017 agreement for the actual work completed and accepted by the OWNER. Invoicing must show specific quantities and grouped by each assigned task with sufficient detail to fully report results, conclusions, and recommendations as required. Each invoice will also show total to date and remainder under this task order.

The not-to-exceed amount for this Task Order is \$25,000.00.

**PERIOD OF SERVICE**

The schedule for the services provided under this Task Order shall be in accordance with the December 5, 2017 agreement and will remain in effect until the NTE amount is reached or otherwise terminated by the OWNER.

Okaloosa County Information Technology Specialized Telecom Services  
Contract Number C18-2655-IT  
Task Order 01

**AUTHORIZED REPRESENTATIVES**

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For OWNER:

Dan Sambenedetto

[dsambenedetto@co.okaloos.fl.us](mailto:dsambenedetto@co.okaloos.fl.us)

1250 Eglin Pkwy N Suite 303

Shalimar, FL 32579

850-651-7570, 850-200-5346

Dan Sambenedetto

REPRESENTATIVE'S PRINTED NAME



SIGNATURE

For CONTRACTOR:

Tracy Forester

[TForester@GenesisGroup.com](mailto:TForester@GenesisGroup.com)

2507 Callaway Road, Suite 100

Tallahassee, FL 32303

850-224-4400

Tracy Forester

REPRESENTATIVE'S PRINTED NAME



SIGNATURE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2017

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 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 Stahl & Associates Insurance, Inc. 110 Carillon Parkway St. Petersburg FL 33716	CONTACT NAME: Kelly Johnson	FAX (A/C, No): (727) 393-5623	
	PHONE (A/C, No, Ext): (727) 391-9791	E-MAIL ADDRESS: kelly.johnson@stahlinsurance.com	
INSURED GGI LLC, DBA: Genesis Genesis CE&I Services LLC DBA Genesis 1000 N Ashley Dr Suite 900 Tampa FL 33602	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Westfield Insurance Company		24112
	INSURER B: FCCI Insurance Company		10178
	INSURER C: Endurance American Specialty Ins Co		
	INSURER D:		
	INSURER E:		
INSURER F:			

## COVERAGES

CERTIFICATE NUMBER: CL1791538960

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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:		TRA0871875	2/1/2017	2/1/2018	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						Employee Benefits	\$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		TRA0871875	2/1/2017	2/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						Medical payments	\$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	TRA0871875	2/1/2017	2/1/2018	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	001WC17A72711	9/20/2017	9/20/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability Claims Made Full Prior Acts		DPL10006950802	5/3/2017	5/3/2018	Per Claim	\$2,000,000
						Aggregate	\$4,000,000

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

Project: Okaloosa County Contract Okaloosa County is included as additional insured with respect to General Liability per form CG 2037 04 13 & CG 2010 04 13 if required by written contract, and with respect to Auto Liability per Auto Coverage Form.

**Contract # C18-2655-IT**  
**GGI, LLC DBA GENESIS**  
**SPECIALIZED TELECOM SERVICES**  
**EXPIRES: 12/04/2020**

## CERTIFICATE HOLDER

Okaloosa County  
602 - C North Pearl Street  
Crestview, FL 32536

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

AUTHORIZED REPRESENTATIVE

Kelly Petzold/JOHNK

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**CONTRACT FOR PROFESSIONAL  
CONSULTING SERVICES**

This Contract is made and entered into this 5th day of December, 2017, by and between OKALOOSA COUNTY, FLORIDA ("COUNTY"), a political subdivision of the State of Florida, located at 1250 N. Eglin Parkway, Shalimar, Florida 32579, and GGI, LLC dba Genesis, whose principal place of business is at 2507 Callaway Road, Suite 100, Tallahassee, Florida 32303 (the "Consultant"), whose Federal I.D. number is 59-3453881, in connection with Okaloosa County Request for Qualifications No. RFQ IT 71-17 and the professional services set forth therein.

**WITNESSETH**

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

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

**INCORPORATION OF DOCUMENTS**

The following documents are incorporated by reference into this Contract:

1. Schedule "A", Basis of Compensation; and
2. Exhibit "A", Standard Hourly Rate Schedule; and
3. Exhibit "B", Request for Qualification (RFQ) and Respondent's Acknowledgement, **RFQ IT 71-17, Specialized Telecom Services**, date of opening August 7th, 2017, and any addendums thereto; and
4. Exhibit "C", additional Federal Requirements.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties. Any changes to the Contract shall be by a contract amendment which must be agreed to and fully executed by both parties. The cost of a change, modification, or change order must be allowable, allocable, within the scope of any grant or cooperative agreement, and reasonable for the completion of the scope. A cost or price analysis shall be performed when making contract modifications and amendments.

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

**ARTICLE ONE  
CONSULTANT'S RESPONSIBILITY**

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

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



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

1.4. The Consultant agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

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

Tracy Forester

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

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

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

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

1.9. Evaluations of the County's adopted capital improvement budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the Consultant represent the Consultant's best judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the Consultant. Notwithstanding anything above to the contrary, Consultant shall revise and modify Construction Documents and assist in the rebidding of the work at no additional cost to County, if all responsive and responsible bids exceed the estimates of construction costs prepared by Consultant.

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

## **ARTICLE TWO SERVICES OF CONSULTANT**

2.1 As authorized or required by the County in a Task Order, and agreed to by Consultant, Consultant shall furnish or obtain from others Services of the types listed in Exhibit "B" (Request for Qualification (RFQ) and Respondent's Acknowledgement). These services will be paid for by the County as indicated in Article Five and Schedule A and as confirmed in each Task Order.

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

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

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

3.2. The County's Representative shall:

- a. Review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed in accordance with this Contract;
- b. Provide all criteria and information requested by Consultant as to County's requirements, for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
- c. Upon request from Consultant, assist Consultant by placing at Consultant's disposal all available information in the County's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project;
- d. Arrange for access to and make all provisions for Consultant to enter the Project site to perform the services to be provided by Consultant under this Contract; and
- e. Provide notice to Consultant of any deficiencies or defects discovered by the County with respect to the services to be rendered by Consultant hereunder.

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

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

3.5. For the purposes of this Contract, the County's Representatives shall be:

John Hofstad, County Administrator, and Dan Sambenedetto, Information Technology Director

#### **ARTICLE FOUR TIME**

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

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

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

4.4. Should the Consultant fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the County hereunder, the County at its sole discretion and option may withhold any and all payments due and owing to the Consultant until such time as the Consultant resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the County's satisfaction that the Consultant's performance is or will shortly be back on schedule.

#### **ARTICLE FIVE COMPENSATION**

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

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

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

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

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

5.6. In the event a portion of an invoice submitted to the County for payment to the Contractor, as specified above, is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice will be processed for payment without regard to that portion which is in dispute.

#### **ARTICLE SIX WAIVER OF CLAIMS**

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

#### **ARTICLE SEVEN TRUTH IN NEGOTIATION REPRESENTATIONS**

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

7.2. In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the

County determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates and compensation provided for in this Contract shall be adjusted accordingly.

## **ARTICLE EIGHT TERMINATION OR SUSPENSION**

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

8.2. If, after notice of termination of this Contract as provided for in paragraph 8.1 above, it is determined for any reason that Consultant was not, in default, or that its default was excusable, or that County otherwise was not entitled to the remedy against Consultant provided for in paragraph 8.1, then the notice of termination given pursuant to paragraph 8.1 shall be deemed to be the notice of termination provided for in paragraph 8.3 below and Consultant's remedies against County shall be the same as and limited to those afforded Consultant under paragraph 8.3 below.

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

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

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

## **ARTICLE NINE DURATION OF THE CONTRACT**

9.1. The Contract will be valid when fully executed by both parties and dated above.

9.2. The term of this Contract shall be from the date as set forth at the beginning of this Contract and continue for three (3) years. The parties have the option to renew for two (2) additional one (1) year periods upon agreement in writing and execution by both parties and upon advance notice of ninety (90) days.

9.3. The County may terminate the Contract for convenience at any time by providing thirty (30) calendar days written notice to the Contractor. If terminated, Contractor shall be owed for materials provided and accepted by the County up until the point of termination.

9.4. The County may terminate this Agreement in whole or part for cause, if the County determines that the performance of the Contractor is not satisfactory, the County shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the County may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

## **ARTICLE TEN PERSONNEL**

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

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

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

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

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

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

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

#### **ARTICLE ELEVEN SUBCONTRACTING**

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

#### **ARTICLE TWELVE FEDERAL AND STATE TAX**

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

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

#### **ARTICLE THIRTEEN OWNERSHIP OF DOCUMENTS**

13.1. Upon completion or termination of this Contract, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by Consultant under this Contract shall be delivered to and become the property of County. Consultant, at its own expense, may retain copies for its files and internal use.

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

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

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

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

- a) Keep and maintain public records required by the County to perform the service.

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@co.okaloosa.fl.us](mailto:riskinfo@co.okaloosa.fl.us).**

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

#### **ARTICLE FIFTEEN GENERAL SERVICES INSURANCE REQUIREMENTS**

##### **RESPONDENT'S INSURANCE**

1. The Respondent shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. 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. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Respondent.
6. The County shall retain the right to reject all insurance contracts 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 Respondent.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
10. All insurance policies shall include a clause to provide 30 days written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of 10 day notice for cancellation due to non-payment of premium. Such notice shall be given directly to the County Representative.

#### WORKERS' COMPENSATION INSURANCE

1. The Respondent 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 Respondent 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. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

#### BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Respondent shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.

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

**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. Worker’s Compensation	
1.) State	Statutory
2.) Employer’s Liability	\$100,000 each accident
2. Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4. Personal and Advertising Injury	\$250,000
5. Professional Liability (E&O)	\$1,000,000 (claims made)

**NOTICE OF CLAIMS OR LITIGATION**

The Respondent 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 Respondent’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 Respondent 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, 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 wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this contract.

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

#### CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, evidencing all required coverage must be submitted to and approved by Okaloosa County 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. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

#### GENERAL TERMS

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

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

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

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

#### UMBRELLA INSURANCE

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

The County reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

#### **ARTICLE SIXTEEN INDEMNIFICATION**

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

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

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

#### **ARTICLE SEVENTEEN SUCCESSORS AND ASSIGNS**

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

#### **ARTICLE EIGHTEEN REMEDIES**

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

**ARTICLE NINETEEN  
CONFLICT OF INTEREST**

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

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

**ARTICLE TWENTY  
DEBT**

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

**ARTICLE TWENTY-ONE  
NONDISCRIMINATION**

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

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

**ARTICLE TWENTY-TWO  
ENFORCEMENT COSTS**

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

### **ARTICLE TWENTY-THREE NOTICE**

23.1. All notices required in this Contract shall be sent by certified mail, return receipt requested to the Consultant's Representative and the County Representative at the addresses shown on page one (1).

### **ARTICLE TWENTY-FOUR MODIFICATION OF SCOPE OF WORK**

24.1. It is the intent of this Contract that County shall from time to time issue Task Orders for Consultant to perform work. Notice to Proceeds and Task Orders shall be duly approved by the County prior to issuance. Consultant shall expediently perform such work within the schedule indicated in the work order in accordance with Article Four above. Consultant shall timely cooperate with County Representative in negotiating the cost and schedule of said work orders prior to submission to the County for approval. The County reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Contract.

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

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

### **ARTICLE TWENTY FIVE MODIFICATION**

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

**ARTICLE TWENTY SIX  
MISCELLANEOUS**

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

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

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

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

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

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

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

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

**ARTICLE TWENTY SEVEN  
MINORITY/WOMEN'S BUSINESS ENTERPRISES**

27.1 The Consultant must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

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

**ARTICLE TWENTY EIGHT  
PROCUREMENT OF RECOVERED MATERIALS**

28.1 Consultant must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **ARTICLE TWENTY NINE ENVIRONMENTAL AND ENERGY POLICIES**

29.1 The Consultant shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

### 29.2 Clean Air Act.

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

### 29.3 Federal Water Pollution Control Act.

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

## **ARTICLE THIRTY FEDERAL SUSPENSION AND DEBARMENT**

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



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

### **ARTICLE THIRTY ONE LOBBYING**

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

### **ARTICLE THIRTY TWO THIRD PARTY BENEFICIARIES**

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

### **ARTICLE THIRTY THREE SEVERABILITY**

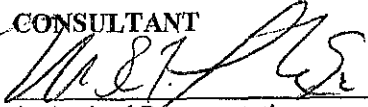
33.1. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it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

### **ARTICLE THIRTY FOUR REPRESENTATION OF AUTHORITY TO CONTRACT/SIGNATORY**

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

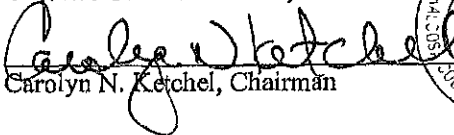
IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

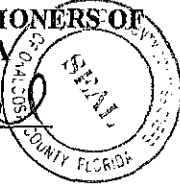
CONSULTANT

  
Authorized Representative

Mark T. Llewellyn, & CEO  
(Printed)


BOARD OF COUNTY COMMISSIONERS OF  
OKALOOSA COUNTY, FLORIDA

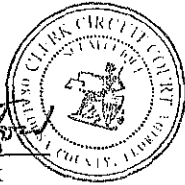
  
Carolyn N. Ketchel, Chairman



Date: 10/5/17

ATTEST:

  
J.D. Peacock II, Clerk



Date: 12/5/17

**SCHEDULE A  
BASIS OF COMPENSATION**

1. As consideration for providing Services set forth herein Article Two of the Contract for Professional Consulting Services, the County agrees to pay, and Consultant agrees to accept, fees as indicated below:

**PAYMENT** - The contract consists of fixed hourly costs for all positions required to complete projects as set forth in Exhibit "B" (Request for Qualification (RFQ) and Respondent's Acknowledgement).

Each specific project will be negotiated relative to the number of hours required by each position to accomplish the scope of work. A task order will be executed for each specific project and engineering costs will be based on time and expenses with a not to exceed limit based on the negotiated hours and expenses.

The Contractor will be paid for their services provided in accordance with the terms and conditions of this contract and attached Exhibit "B" (Request for Qualification (RFQ) and Respondent's Acknowledgement). The maximum contract sum payable by the County to Contractor for services performed under this Agreement shall not exceed \$500,000.00 for the initial three-year term of this contract, the Contractor certifies that if the cap is exceeded it is at its own risk.

Additionally, for any option to renew mutually agreed to by the parties, the maximum rate of increase to the contract price shall be either an increase of 3% of the current pricing within this agreement or an increase in accordance with the most recently published Consumer Price Index for All Urban Consumers (CPI-U) for the South, published by the U.S. Bureau of Labor Statistics, whichever is less.

2. Reimbursable costs shall mean the actual expenditures made by the Consultant while providing Services, in the interest of the Project, and may include the following items:

- a. Expenses for preparation, reproduction, photographic production techniques, postage and handling of drawings, specifications, bidding documents and similar Project-related items.
- b. When authorized in advance by County, except as specifically otherwise provided herein, the expense of overtime work requiring higher than regular rates.
- c. Expenses for renderings, models and mock-ups requested by County.

3. Unless approved by the County in advance, reimbursable costs shall not include the following:

- a. Transportation and subsistence, including transportation and subsistence expenses incidental to out-of-town travel required by Consultant and directed by County, other than visits to the Project Site or County's office.
- b. Consultant overhead including field office facilities.
- c. Overtime not authorized by County.
- d. Expenses for copies, reproductions, postage, handling, express delivery, and long distance communications not required for a Project.

4. Payments will be made for services rendered on no more than on a monthly basis, within thirty (30) days of submittal of an approvable invoice. The number of the Task Order, pursuant to which the services have been provided, shall appear on all invoices. All invoices shall be reasonably substantiated,

identify the services rendered and must be submitted in triplicate in a form and manner required by County.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]



# Exhibit "A"

## Standard Hourly Rate Schedule (Valid through 2020)

	<u>Rate</u>
<b><u>Engineers</u></b>	
Principal/Officer – Professional Engineer	\$230.00
Engineering Department Manager	\$190.00
Senior Professional Engineer	\$155.00
Professional Engineer	\$110.00
Project Engineer	\$105.00
Engineer Intern/CADD tech/Traffic/Fiber	\$ 75.00
Graduate Engineer/CADD/Traffic/Fiber	\$ 70.00
<b><u>Technicians</u></b>	
Senior ITS Manager/TMC/Traffic/Fiber	\$210.00
Supervisory Technician/CADD	\$110.00
Senior Technician/CADD/Assist.TMC Designer/Traffic/Fiber	\$85.00
Design Technician/CADD tech/Traffic/Fiber	\$75.00
Technician	\$35.00
<b><u>GIS</u></b>	
Principal Officer – Senior Spatial Analyst	\$150.00
Senior Spatial Analyst	\$125.00
Spatial Analyst	\$90.00
GIS Specialist	\$60.00
<b><u>Landscape Architects</u></b>	
Principal/Officer – Professional Landscape Architect	\$200.00
Landscape Architect Department Manager	\$150.00
Senior Professional Landscape Architect	\$125.00
Project Manager Landscape Architect	\$95.00
Professional Landscape Architect	\$85.00
Senior Landscape Designer	\$75.00
Landscape Designer	\$65.00
<b><u>Planners</u></b>	
Principal/Officer – Land Planner	\$175.00
Planning Department Manager	\$125.00
Senior Planner	\$125.00
Planning Project Manager	\$85.00
Professional Planner	\$80.00
Senior Site Planner	\$85.00
Project Planner	\$75.00
Site Planner	\$60.00



## Standard Hourly Rate Schedule

(Valid through 2020)

	Rate
<b><u>Administration</u></b>	
Programmer / Web Designer	\$125.00
Executive Administrative Assistant	\$85.00
Senior Administrative Assistant	\$85.00
Administrative Assistant	\$55.00
Office Assistant	\$35.00
<b><u>Construction Engineering &amp; Inspection (CE&amp;I)</u></b>	
Senior Project Engineer	\$220.00
Project Administrator	\$160.00
Assistant Project Administrator	\$115.00
Senior Inspector	\$95.00
Inspector	\$80.00
Inspector Aid	\$55.00
CEI Secretary	\$50.00
Contract Support Specialist	\$100.00
Associate Contract Support Specialist	\$80.00
Resident Compliance Specialist	\$70.00

### **Reimbursable Expenses**

Reimbursable expenses include, but are not limited to:

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

These rates are good through 2020

Consultation and Issue resolution on Items related to Traffic:

1) **James Michael Eads (Title: Traffic Operations Specialist) @ \$125.00 per hour** and includes: (Vehicle) + Meeting attendance/TMC consultation/Intersection consultation/IMSA issues and compliance/MOT requirements/FDOT standards adherence/Contract adherence for County Vendors/Traffic related CEI (should specialist be required).

2) **Labor Assistant- General (Title: Traffic Operations Assistant) @ \$65.00 per hour**, per man and includes: (Vehicle) + Traffic flow surveying and recording/deployment and removal of traffic counters/set-up of MOT/MOT adherence inspection/task related intel (example: I need the serial number off the conflict monitor..)/pot-holing/assist current County staff as needed/ additional support, catastrophic event.

Consultation and Issue resolution on items related to Networks/OSP/IT & IS:

3) **John Nance (Title: OSP/ISP and Networks Specialist) @ \$ 125.00 per hour** and includes: (Vehicle) + Consultation/Meeting Attendance/Product Research and Selection criteria/As-built Information/Integration Issues/Site Surveys/OSP requirements/Cable routing/Military requirement adherence/Cost analysis studies for planning and budgeting/Network Related CEI services/Contract adherence for County vendors/Support Current County staff as needed.

4) **Labor Assistant- Technical (Title: Networks and OSP Assistant) @ \$ 65.00 per hour**, per man and includes: (Vehicle) + Support to County Staff and OSP/ISP and Networks Specialist as needed/As-built information, general/records and document preparation/meeting attendance/Additional support, catastrophic event.



Exhibit "B"

REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENTS  
ACKNOWLEDGEMENT

**RFQ TITLE:**  
Specialized Telecom Services

**RFQ NUMBER:**  
RFQ IT 71-17

**LAST DAY FOR QUESTIONS:**

July 28th, 2017

12:00 P.M. CST

**RFQ DUE DATE & TIME:**

August 7th, 2017

3:00 P.M. CST

**NOTE: QUALIFICATIONS RECEIVED AFTER THE REQUEST FOR QUALIFICATIONS OPENING DATE & TIME WILL NOT BE CONSIDERED.**

Okaloosa County, Florida solicits your company to submit a qualifications on the above referenced goods or services. All terms, specifications and conditions set forth in this RFQ are incorporated into your response. Qualifications will not be accepted unless all conditions have been met. All qualifications must have an authorized signature in the space provided below. All envelopes containing sealed qualifications must reference the "RFQ Title", "RFQ Number" and the "RFQ Due Date and Time". Okaloosa County is not responsible for lost or late delivery of qualifications by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted documents will be accepted. Qualifications may not be withdrawn for a period of sixty (60) days after the opening of qualifications unless otherwise specified.

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

COMPANY NAME GGI, LLC dba Genesis  
MAILING ADDRESS 2507 Callaway Road, Suite 100  
  
CITY, STATE, ZIP Tallahassee, Florida 32303  
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 59-3453881  
TELEPHONE NUMBER: 850-224-4400 EXT: 111 FAX: 850-681-3600  
EMAIL: Mark@GenesisGroup.com

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

AUTHORIZED SIGNATURE:  TYPED OR PRINTED NAME Mark T. Llewellyn, P.E.  
LLC State of Formation: Florida; Address: 2507 Callaway Road, Suite 100, Tallahassee, Florida 32303  
TITLE: President DATE August 3, 2017

Rev: September 22, 2014



**NOTICE TO RESPONDENTS**  
**RFQ IT 71-17**

The Okaloosa County Board of County Commissioners request qualifications from interested respondents detailing their qualifications and experience to provide **Specialized Telecom Services**.

Interested respondents desiring consideration shall provide an original and six (6) copies (total of 7 copies) of their Request for Qualifications (RFQ) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

**All originals must have original signatures in blue ink.**

Qualification documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <http://www.floridabidsystem.com/Bids/ViewOpenSolicitations.asp>.

RFQs must be delivered to the Okaloosa County Purchasing Department at the address below no later than **3:00 p.m., August 7th, 2017** in order to be considered. All qualifications received after the stated time and date will be returned unopened and will not be considered.


All qualifications must be in sealed envelopes reflecting on the outside thereof "**Specialized Telecom Services**". Failure to mark 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 with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality. Okaloosa County shall be the sole judge of the submittal and the resulting 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 services assume all risks of late or non-delivery.**

All submittals should be addressed as follows:

**Specialized Telecom Services**  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536

  
\_\_\_\_\_  
Greg Kisela  
Purchasing Director

7/12/17  
Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

Carolyn N. Ketchel  
Chairman

# QUALIFICATION REQUIREMENTS

**PROPOSAL #: RFQ IT 71-17**

**PROPOSAL ITEM: Specialized Telecom Services**

## SCOPE OF WORK

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work that may be required.

The County is seeking consultant services as required to perform routine and emergency telecommunications and traffic engineering related tasks. This contract will be task order driven. The Scope of Work under this contract may include, but is not limited to, the following:

### Network design and construction plans development:

1. Design splicing diagrams for re-routing of fiber optic networks.
2. Design splicing diagrams for placement of new fiber optic networks.
3. Construction plans and development for fiber optic networks.
4. Traffic Management Center (TMC) and development of project specifications.
5. Contractor submittal review.
6. Optical Time-Domain Reflectometer (OTDR) evaluation and recommendations for problem resolution.
7. Final submittal of As-built drawings and splice diagrams in hardcopy, AutoCAD, or suitable Environmental Systems Research Institute (ESRI) geo-spatial format as required by the county.

### Field Reviews:

1. Field review of construction activities i.e. Construction Engineering Inspection (CEI), for compliance with plans and specifications for the duration of the fiber construction. Reporting weekly to Okaloosa County on construction effort and schedule.
2. Assist Okaloosa County and the contractor in resolving any field condition problems that may occur.

### Plan Reviews:

1. Assist Okaloosa County in the construction plan review process and provide comments.
2. Provide response to comments and research specifications.

### Traffic Signal Timing:

1. Travel time analysis: before and after studies.
2. Volume collection data for traffic studies i.e. turning movement, 24 hour counts.
3. Data entry into Synchro software to produce the coordinated network.
4. Provide traffic timing patterns for each controller on the entire corridor.
5. Data entry implementing the optimized timing/patterns into controller and/or traffic management system.
6. Fine tuning of network timings e.g. local controller timings.
7. Evacuation timing plan development.
8. Traffic data entry into a traffic software system(s).

### Emergency Response:

1. Assist Okaloosa County in responding to emergency/ storm events relating to damage to Traffic Network, Fiber Optic Networks and Telecom Assets.

### **SELECTION CRITERIA**

The selection of a firm will be based on the following criteria:

1. Experience in Network design and construction plans development. **(35 Points)**
2. Experience in field review of construction activities i.e. Construction Engineering Inspection (CEI), for compliance with plans and specifications for the duration of the fiber construction. **(15 Points)**
3. Experience in performing construction plan review process and provide comments to applicants. **(15 Points)**
4. Experience in Travel time analysis: before and after studies; Volume collection data for traffic studies i.e. turning movement, 24 hour counts; Data entry into Synchro software to produce the coordinated network; Provide traffic timing patterns for each controller on the entire corridor; Data entry implementing the optimized timing/patterns into controller and/or traffic management system; Fine tuning of network timings e.g. local controller timings; Evacuation timing plan development; Traffic data entry into a traffic software system(s). **(10 Points)**
5. Experience in assisting local governments with responding to emergency/ storm events relating to damage to Traffic Network, Fiber Optic Networks and Telecom Assets. **(10 Points)**
6. Location of personnel supporting this effort and physical proximity to respond to Okaloosa County questions and concerns is considered to be a key factor. Maximum points will be awarded for project management staff located within 150 miles of Okaloosa County. This radius would allow response to emergency issues or short notice meetings within a half day or the following morning without significant per diem requirements. **(10 Points)**
7. References **(5 Points)**

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## **INSURANCE REQUIREMENTS**

REVISED: 02/09/16

### **BONDING REQUIREMENTS**

**No bonding required.**

### **RESPONDENT'S INSURANCE**

1. The RESPONDENT shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Director or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. 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. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County of Okaloosa shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County of Okaloosa and the RESPONDENT.
6. The County shall retain the right to reject all insurance contracts 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 RESPONDENT.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the RESPONDENT, which are involved, and which is a part of the contract.

8. The County reserves the right at any time to require the RESPONDENT to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of RESPONDENT shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

#### **WORKERS' COMPENSATION INSURANCE**

1. The RESPONDENT 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 of Okaloosa, the RESPONDENT 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 the County of Okaloosa not less than ten (10) days prior to the commencement of any and all sub-contractual agreements which have been approved by the County of Okaloosa.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the RESPONDENT himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. If any operations in connection with this solicitation are to be undertaken on or about navigable waters, coverage under the Longshore and Harbor Workers' Compensation Act and if applicable, the Jones Act, must be provided with limits in accordance with Federal Law.

#### **BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The RESPONDENT shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The RESPONDENT shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On- and Off-Premises Operations, Contractual Liability, Broad Form Property Damage, and Professional Liability.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this

Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the RESPONDENT shall notify the County representative in writing. The RESPONDENT shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

4. Commercial General Liability coverage shall be endorsed to include the following:
  - 1.) Premises – Operation Liability
  - 2.) Occurrence Bodily Injury and Property Damage Liability
  - 3.) Independent Respondent’s Liability
  - 4.) Completed Operations and Products Liability
  
5. RESPONDENT shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

**LIMITS OF LIABILITY**

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

	<u>LIMIT</u>
1. Worker’s Compensation	
1.) State and if applicable, coverage under the Longshore Harbor Workers Act and Jones Act	Statutory and Federal Regulations
2.) Employer’s Liability	\$100,000 each accident
2. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
3. Personal and Advertising Injury	\$250,000
4. Professional Liability	\$1,000,000 each occurrence (A combined single limit)

**NOTICE OF CLAIMS OR LITIGATION**

The RESPONDENT 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 RESPONDENT’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 RESPONDENT 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, RESPONDENT shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to

reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the RESPONDENT and other persons employed or utilized by the RESPONDENT in the performance of this contract.

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

## **CERTIFICATE OF INSURANCE**

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County 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. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000.
4. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). County requests that all deductibles or SIRs be no greater than \$10,000. However, RESPONDENTS having insurance with higher deductibles may submit a bid without penalty reflecting the pricing for their deductible provided that RESPONDENT also submits a brief company financial statement.
5. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the RESPONDENT's full responsibility. In particular, the RESPONDENT shall afford full coverage as specified herein to entities listed as Additional Insured.
6. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the RESPONDENT has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.
7. In the event of failure of the RESPONDENT to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by RESPONDENT upon presentation of a bill.

## **GENERAL TERMS**

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



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

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

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

## **UMBRELLA INSURANCE**

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

## **GENERAL QUALIFICATIONS CONDITIONS**

### **1. PRE-QUALIFICATION ACTIVITY -**

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

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

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

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

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



2. **PREPARATION OF QUALIFICATIONS** – Qualifications which contain any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice requesting qualifications may be rejected.
  - A. Qualifications submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.
  - B. Qualifications submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.
  - C. Qualifications submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
  - D. Qualifications submitted by an individual shall show the respondent's name and official address.
  - E. Qualifications submitted by a joint venture shall be executed by each joint venture in the manner indicated in the Request for Qualification. The official address of the joint venture must be shown below the signature.
  - F. All signatures shall be in blue ink. All names shall be typed or printed below the signature.
  - G. The submittal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the submittal shall be shown.
  - H. If the respondent is an out-of-state corporation, the submittal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.
3. **INTEGRITY OF QUALIFICATIONS DOCUMENTS** - Respondents shall use the original qualification documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the qualification documents if sufficient space is not available. Any modifications or alterations to the original solicitation documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of submittal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response and the form of an addendum to the original documents.
4. **SUBMITTAL OF QUALIFICATIONS** – Qualifications shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or request for qualifications and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the qualifications are being submitted for), the name and address of the respondent, and shall be accompanied by the other required documents.

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

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

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

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

6. **QUALIFICATIONS DOCUMENTS TO REMAIN SUBJECT TO ACCEPTANCE** – All qualifications documents will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the opening, but the County may, in its sole discretion, release any submittal and return the respondent's security prior to the end of this period.
7. **IDENTICAL TIE QUALIFICATIONS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more qualifications which are equal with respect to price, quality and service are received by the County for the procurement of commodities, contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie qualifications will be followed if none of the tied vendors have a drug-free workplace program.

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

8. **CONDITIONAL & INCOMPLETE QUALIFICATIONS** - Okaloosa County specifically reserves the right to reject any conditional submittal and qualifications which make it impossible to determine the true quality of services to be provided by respondent.
9. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County's best interest.
10. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the qualifications throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
11. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its qualifications:
- a. Submission of more than one qualification for the same work from an individual, firm or corporation under the same or different name.

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

**12. AWARD OF CONTRACT - Okaloosa County Review:** A selection committee will review all qualifications and will participate in the Recommendation to Award.

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

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

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

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

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

15. **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.
16. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their qualifications the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.
17. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** - Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
18. **INVESTIGATION OF RESPONDENT** - The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish any additional information and financial data for this purpose as the County may request.
19. **NO CONTACT CLAUSE** - The Okaloosa County Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services issued by the Board through the County Purchasing Department. The period commences upon receipt of the procurement proposal, by the County, and terminates upon Board approval to award a contract or reject all bids/responses.  
  
**Note: For respondent's convenience, this certification form is enclosed and is made a part of this qualifications package.**
20. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071(1)(b)2. sealed bids, proposals, or replies received by an the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
21. **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.
22. **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.

23. **SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
24. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the vendor list for duration of one (1) year, at the option of County.
25. **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.
26. **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.
27. **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.
28. **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.

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

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. No Contact Clause Form
- E. Indemnification and Hold Harmless
- F. Company Data
- G. Addendum Acknowledgement
- H. Certification Regarding Lobbying
- I. Governmental Debarment & Suspension
- J. Recycled Content Form
- K. Exhibit B: General Grant Funding Special Proposal Conditions

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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: August 3, 2017

SIGNATURE: 

COMPANY: GGI, LLC dba Genesis

NAME: Mark T. Llewellyn, P.E.

(Typed or Printed)

ADDRESS: 2507 Callaway Road, Suite 100

Tallahassee, FL 32303

TITLE: President

E-MAIL: Mark@GenesisGroup.com

PHONE NO.: 850-334-4400, ext. 111

## 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 official(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:   GGI, LLC dba Genesis  

BY (PRINTED):   Mark T. Llewellyn, P.E.  

BY (SIGNATURE):   *Mark T. Llewellyn*  

TITLE:   President  

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

PHONE NO.:   850-224-4400, ext. 111  

E-MAIL:   Mark@GenesisGroup.com  

DATE:   August 3, 2017



## FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE: August 3, 2017

SIGNATURE: 

COMPANY: GGI, LLC dba Genesis

NAME: Mark T. Llewellyn, P.E.

ADDRESS: 2507 Callaway Road, Suite 100

TITLE: President

Tallahassee, FL 32303


E-MAIL: Mark@GenesisGroup.com

PHONE NO.: 850-224-4400, ext. 111



**INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, 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.

<u>GGI, LLC dba Genesis</u> Respondent's Company Name	 Authorized Signature – Manual
<u>2507 Callaway Road, Suite 100, Tallahassee, FL 32303</u> Physical Address	<u>Mark T. Llewellyn, P.E.</u> Authorized Signature – Typed
<u>2507 Callaway Road, Suite 100, Tallahassee, FL 32303</u> Mailing Address	<u>President</u> Title
<u>850-224-4400, ext. 111</u> Phone Number	<u>850-681-3600</u> FAX Number
<u>850-556-5980</u> Cellular Number	<u>850-556-5980</u> After-Hours Number(s)
<u>August 3, 2017</u> Date	

## COMPANY DATA

Respondent's Company Name: GGI, LLC dba Genesis

Physical Address & Phone #: 2507 Callaway Road, Suite 100, Tallahassee, FL 32303

850-224-4400, ext. 106

Contact Person (Typed-Printed): Tracy Forester

Phone #: 850-224-4400, ext. 106

Cell #: 850-694-0819

Email: TForester@GenesisGroup.com

Federal ID or SS #: 59-3453881

Respondent's License #: FL Corporate Charter Number: L03000010113

Respondent's DUNS #: 873171466

Fax #: 850-681-3600

Emergency #'s After Hours,  
Weekends & Holidays: 850-694-0819





## LOBBYING - 31 U.S.C. 1352, as amended

### 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 influencing or attempting to influence 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
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, GGI, LLC dba Genesis, 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

Mark F. Llewellyn, P.E., President Name and Title of Contractor's Authorized Official

August 3, 2017 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 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

Mark T. Llewellyn, P.E., President

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

  
\_\_\_\_\_  
Signature

August 3, 2017  
Date



## RECYCLED CONTENT FORM

### RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin \_\_\_\_\_ or Recycled X (Check the applicable blank). If recycled, what percentage 50 %.

Product Description: Staples Heavyweight 50% Recycled Multipurpose Paper

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Is your product packaged and/or shipped in material containing recycled content?

Yes X No \_\_\_\_\_

Specify: Reused Staples paper box.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Is your product recyclable after it has reached its intended end use?

Yes X No \_\_\_\_\_

Specify: Proposals can be unbound with paper contents recycled.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Respondent: Mark T. Llewellyn, P.E., President, GGI, LLC dba Genesis

E-Mail: Mark@GenesisGroup.com

**Ranking Sheet  
RFQ IT 71-17**

**REQUEST FOR QUALIFICATIONS  
Specialized Telecom Services  
RFQ IT 71-17**

QUALIFICATIONS	COMPANY NAME
<p>Experience in Network design and construction plans development</p> <p><b>(35 Points)</b></p>	
<p>Experience in field review of construction activities i.e. Construction Engineering Inspection (CEI), for compliance with plans and specifications for the duration of the fiber construction.</p> <p><b>(15 Points)</b></p>	
<p>Experience in performing construction plan review process and provide comments to applicants.</p> <p><b>(15 Points)</b></p>	
<p>Experience in Travel time analysis: before and after studies; Volume collection data for traffic studies i.e. turning movement, 24 hour counts; Data entry into Synchro software to produce the coordinated network; Provide traffic timing patterns for each controller on the entire corridor; Data entry implementing the optimized timing/patterns into controller and/or traffic management system; Fine tuning of network timings e.g. local controller timings; Evacuation timing plan development; Traffic data entry into a traffic software system(s).</p> <p><b>(10 Points)</b></p>	
<p>Experience in assisting local governments with responding to emergency/ storm events relating to damage to Traffic Network, Fiber Optic Networks and Telecom Assets.</p> <p><b>(10 Points)</b></p>	
<p>Location of personnel supporting this effort and physical proximity to respond to Okaloosa County questions and concerns is considered to be a key factor. Maximum points will be awarded for project management staff located within 150 miles of Okaloosa County. This radius would allow response to emergency issues or short notice meetings within a half day or the following morning without significant per diem requirements.</p> <p><b>(10 Points)</b></p>	
<p>References</p> <p><b>(5 Points)</b></p>	
<b>Total Points (100)</b>	

**SPECIAL PROPOSAL CONDITIONS**

**GRANT REQUIREMENTS:**

**Some position assignments may include duties within the County funded by federal grant dollars. In order to comply with federal grant regulations, additional rules and regulations will apply. See EXHIBIT B.**

[This part of the page was left blank intentionally]

**EXHIBIT B**  
**GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS**

Respondents shall comply with the clauses as enumerated below, if applicable.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms:** The contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the contractor has established delivery schedules, where permitted, to encourage such businesses respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.
6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act: (Construction Contracts in excess of \$2,000):** The contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week, submit certified payroll documents to the County, and allow the County or its designee to interview employees regarding wage determinations.

8. **Copeland Anti Kick Back Act:** If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.
13. **Rights to Inventions Made Under a Contract or Agreement:** Okaloosa County Board of County Commissioners, and the Federal Funding Agency, where applicable, shall hold sole rights to all inventions for any experimental, developmental, or research work performed by the Contractor and funded with Government funds through this contract.
14. **Procurement of Recovered Materials:** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

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

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

**16. Record Retention:**

Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on the date of final payment of contract, unless otherwise specified herein.

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

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

Contracts in excess of \$10,000 – If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

**19. Safeguarding Personal Identifiable Information**

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

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

**21. Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.

**22. Disputes:** Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the County. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.

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

Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

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

DATE: August 3, 2017

SIGNATURE: 

COMPANY: GGI, LLC dba Genesis

NAME: Mark T. Llewellyn, P.E.

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

TITLE: President

E-MAIL: Mark@GenesisGroup.com

PHONE NO.: 850-224-4400, ext. 111



**UNANIMOUS WRITTEN CONSENT OF  
THE BOARD OF MEMBERS OF  
GGI, LLC**


The undersigned, being all of the Members of GGI, LLC., a Florida limited liability company (the "Company"), in lieu of an annual meeting of the Members, do hereby unanimously consent in writing to the adoption of and do hereby adopt the following resolutions:

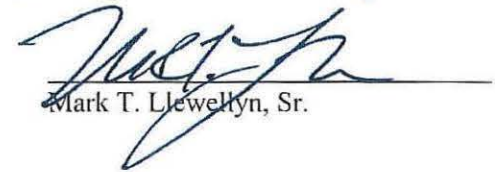
RESOLVED, that each of the following persons shall be, and hereby is, elected as Members of the Board of Members of the Company, to hold such office until such time as their successors shall be elected and shall qualify:

Bruce E. Marriner  
Mark T. Llewellyn, Sr.

**DATED as of August 1, 2017**

**BOARD OF MEMBERS**

  
\_\_\_\_\_  
Bruce E. Marriner

  
\_\_\_\_\_  
Mark T. Llewellyn, Sr.

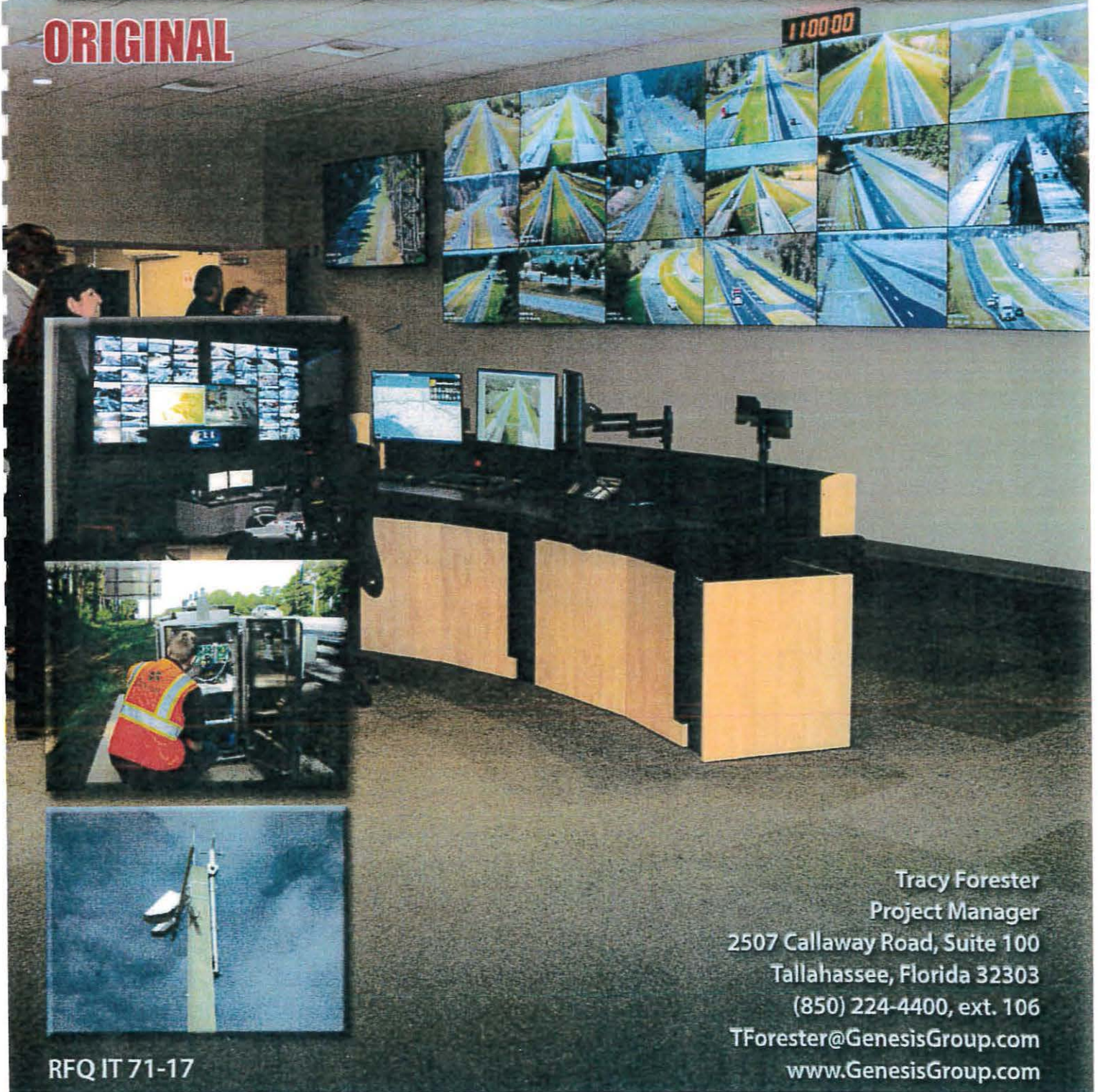




# Okaloosa County

RFQ SPECIALIZED TELECOM SERVICES • AUGUST 7, 2017

**ORIGINAL**



Tracy Forester  
Project Manager  
2507 Callaway Road, Suite 100  
Tallahassee, Florida 32303  
(850) 224-4400, ext. 106  
TForester@GenesisGroup.com  
www.GenesisGroup.com

RFQ IT 71-17



**Letter of Interest**

**Section 1      Network Design Experience**

**Section 2      Field Review of Construction Plans  
Experience**

**Section 3      Experience in Construction Plan  
Review Process**

**Section 4      Experience in Travel Time Analysis**

**Section 5      Experience in Assisting Local  
Governments with Emergency Events**

**Section 6      Location of Personnel**

**Section 7      References**

**Section 8      Required Forms**



Civil Engineering  
Landscape Architecture  
Transportation  
Urban Design  
Planning  
CEI

August 3, 2017

Greg Kisela  
Purchasing Director  
Okaloosa County Board of County Commissioners  
5479A Old Bethel Road  
Crestview, FL 32536

**Project Name**  
Okaloosa County  
RFQ IT 71-17  
Specialized Telecom Services

**Prime Consultant Name and Address/Responsible Office**  
Genesis  
2507 Callaway Road, Suite 100  
Tallahassee, Florida 32303

**Contact**  
Tracy Forester  
850.224.4400 ext. 106  
TForester@GenesisGroup.com

RE: RFQ IT 71-17 for Okaloosa County Specialized Telecom Services

Dear Mr. Kisela:

Okaloosa County is seeking a consultant to perform routine and emergency telecommunications and traffic engineering related tasks. The Genesis/World Fiber team is highly experienced and excited to perform services on this task-order contract. Through reviewing our statement of qualifications, you will see that our team has the required experience in network design and construction plans development, field reviews, plan reviews, traffic signal timing, and emergency response to successfully perform any task.

Genesis has assembled a well-qualified project team fully capable of providing the necessary professional services to successfully complete the tasks required for this continuing services contract. We are recognized across Florida as a planning and design firm that delivers creative solutions to challenging infrastructure problems. We are also known for our direct focus on listening to the community, hearing what is needed, and articulating the community's vision into reality. Our solutions not only address the problem, but also enhances the community and supports economic vitality.

**Project Team**

The proposed Genesis team is led by Project Manager, Tracy Forester. Mr. Forester has more than 29 years of experience in traffic operations in the areas of fiber optic and Intelligent Transportation System (ITS) design, construction, inspection, project management, maintenance, and all aspects of advanced traffic signal equipment. He can be contacted in Genesis' Tallahassee office at 850.224.4400, ext. 106, or by email at TForester@GenesisGroup.com.

Our goal is to provide Okaloosa with the specialized telecommunication services needed to improve the quality of life of its communities through the implementation of transportation and infrastructure improvements. We look forward to the opportunity to assist the County with the management of this project.

Sincerely,

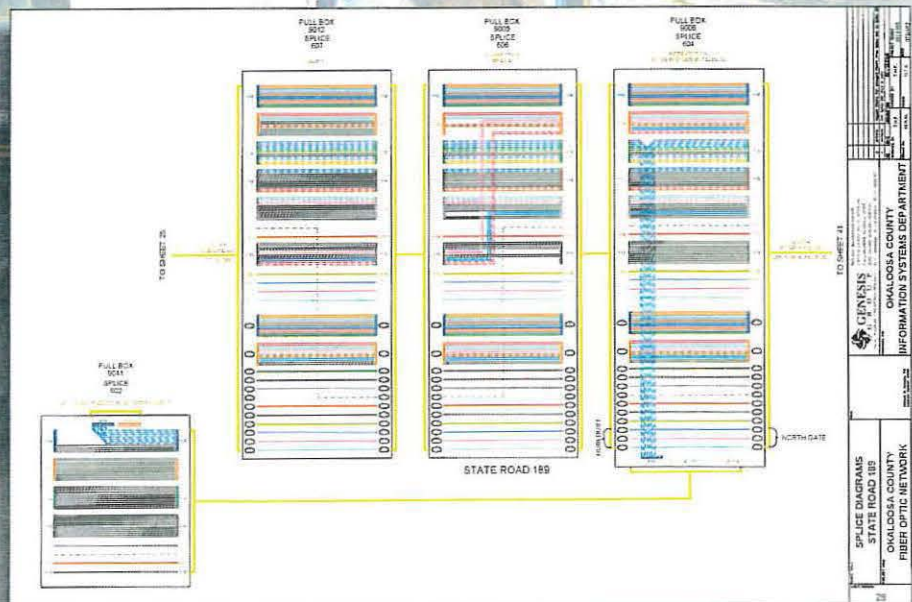
Tracy Forester  
Vice President, Transportation ITS Services







# Specialized Telecom Services Okaloosa County NETWORK DESIGN EXPERIENCE





## Firm Background

At Genesis, our goal is to consistently meet client objectives and to produce high quality work that creatively balances function and aesthetics, meets schedule and budget requirements, and respects the environment and our community. We are a Florida based team of professionals providing outstanding service in the disciplines of engineering, planning, landscape architecture, permitting, GIS mapping, and construction phase services. Genesis has served public and private sector clients for a wide range of projects throughout Florida, the Southeastern U.S., and internationally for 30 years.

Genesis was established in 1976 in Lutz, Florida and in 1987, the firm became known as Genesis Professional Services. Genesis Professional Services joined with Genesis Design Services and Biological Research Associates in 1992 to form Genesis Group, Inc. In January 1998, Genesis became an employee-owned company operating as GGI, Ltd., d/b/a Genesis Group, and in April 2003 became GGI, LLC. All key employees remained with our firm with the only change that occurred being the ownership.

Today, Genesis is an employee owned Limited Liability Company (LLC) that is organized by regional divisions in Tallahassee, Jacksonville, and Tampa with supporting offices in Pensacola, Crestview, and Miramar Beach, Florida. Being an employee-owned firm has provided expanded opportunities for our key professionals and has furthered the emphasis on developing and maintaining long-term professional relationships with our clients.

## Technological Capabilities

Genesis is committed to ongoing investment in the latest technologies to provide our clients with quality design in the most efficient and cost-effective manner possible. Genesis' network comprises a combination of high powered workstations and laptops connected to high-speed servers running best-in-class operating systems ranging from Microsoft Windows 2012 and 2016 to Ubuntu Linux.

## Communication & Collaboration

All Genesis offices and remote staff connect to our secure Virtual Private Network (VPN), providing secure communication while enabling transparent frictionless collaboration for even geographically dispersed or mobile teams. Genesis staff are equipped with the latest in smartphones, laptops, and tablets with both WiFi and 4G cellular connectivity, providing access of access for our clients and project team partners and allowing seamless integration of workflows at all times. Microsoft SharePoint, OneDrive, and Skype for Business are used for document collaboration and online web-conferencing internally and with our clients and partners.

## CADD

Our Civil Engineering and Landscape Architecture groups use the latest versions of CADD software such as Autodesk Infrastructure Design Suite 2017, which includes Civil 3D, InRoads, and 3ds Max, and AutoCAD Utility Design for private and municipal projects. Our Transportation Engineering group uses the latest editions of Bentley Microstation and GEOPAK for Florida Department of Transportation and other transportation projects.

## Transportation & Traffic

Genesis' transportation and traffic teams utilize Sidra Intersections, Trafficware's Synchro Studio, Autodesk Vehicle Tracking (formerly AutoTrack), and McTrans Highway Capacity Software (HCS) in conjunction with CADD software to produce comprehensive and cost-effective transportation analyses and designs.

## Geographic Information Systems (GIS)

Engineering and Planning efforts are aided by Genesis' integrated use of GIS technology utilizing ESRI's ArcGIS suite including ArcGIS Desktop and ArcGIS Pro, as well as Autodesk's AutoCAD Map 3D.



## Graphics & Exhibits

Graphics software including the latest versions of Adobe Photoshop, Illustrator, & InDesign as well as Sketch Up are used by our graphic designers to produce presentation materials, renderings, and exhibits.

## Service, Maintenance & Support

All production software is covered by software maintenance and support contracts, ensuring our staff has access to the latest versions of each package and direct technical support.

## Document Production

In-house document output capabilities include wide format plotters (Oce, Hewlett-Packard, Canon) for production of large-scale color and monochrome plan sets and vivid color exhibits, and high-speed color production-level copier/printer/scanners (Xerox, Konica-Minolta, & Savin) for letter through tabloid sized documents.

## Network Design and Construction Plans Development Experience

The Genesis team has extensive experience with planning, design, development, implementation, operation, testing, and training related to Fiber Optic Network Design, Transportation Management Centers (TMC), and Advanced Traffic Management Systems (ATMS). The specific experience includes fiber optic networks, video systems in TMCs, Traffic Signal Timing, and Advanced Transportation Management Systems (ATMS). The Genesis team's key personnel have been involved with both the public and private sector aspects of networks for transportation/emergency operations as well as all aspects of communications and ATMS projects. Our team's lead splicer possesses a Corning® fiber expert level of certification.

### Okaloosa County, Florida ITS

Genesis assisted Okaloosa County with development, design, and implementation of a county-wide fiber optic network. This network consists of more than 75 miles of high fiber count Corning® fiber connecting all County facilities on 16 different networks. The fiber optic network provides communication to County facilities, traffic signal controllers, CCTV cameras at intersections, and future RWISs and DMSs. As a part of this effort, fiber optic capabilities were provided to Eglin Air Force Base facilities for communication to military installations across the Florida Panhandle. Using existing CCTV cameras and a new control center, the TMC staff would be able to respond to real-time operational adjustment needs and immediate incident response tasks. TMC operators can monitor live traffic conditions and can adjust the signal timing at each intersection to improve traffic flow or respond to a roadway or weather-related incident. Video is also used in the Emergency Operations Center during major incidents or weather events and has proven invaluable in emergency situations by giving decision makers access to live video of current conditions across the County.



Genesis has performed as built plans for Okaloosa County for use in AutoCAD and in the ESRI format successfully for many years.

## Proposed Services

The Genesis/World Fiber team have served the County in troubleshooting network issues successfully for the past several years. Our team members are very responsive to network problems and solving problems using Optical Time Domain Reflectometer (OTDR) and other equipment to find and correct any network problems quickly and effectively. We have team members that live in Okaloosa County, and all of our team members live and have offices within 150 miles of Okaloosa County.



## Transportation Management Center (TMC)

Our TMC design will provide the video wall and console layout, functionality and aesthetics; the system hardware including, but not limited to, video display, office and support equipment, cable distribution management, server racks, and workstation equipment; and finally software functionality, data storage, testing, and ultimately system acceptance. Our team will be providing TMC design, integration, testing, training, and documentation confirming that the system is working in accordance with and exceeding the contract requirements. In addition to the proper operation functions, our team fully understands that this TMC will be representative of the County and its technological advancement and will serve as a showpiece for government officials, media, and the public.

The TMC will be equipped with new HVAC units with separate zones for the video wall and the offices. Our design will also provide redundant HVAC units. The lighting in the control room and over the consoles will be remotely controlled from the consoles. The security doors will have fixed CCTV cameras and remote entry door unlocking from the consoles. This will enable the operators to let someone in the secured door, after visual verification from the consoles, without disrupting their work. The new raised floor will allow wire trays and paths to be installed so any future equipment can be easily installed. The new consoles will be state-of-the-art console work areas with individual workstations and individual lighting. Lockable file cabinets will be provided for the operators. A 70-inch Smart flat panel can be installed in the conference room for meeting and web conferences. The required monitors and functionality will be provided. Along with the Videowall/Operations area, this will provide office space for the RTMC manager, IT specialist, spare office, receptionist, and operators. This will also provide conference rooms for meetings and TMC public showings.

The Genesis/World Fiber team has a solid understanding of the technical requirements for the Video Wall Display System and TMC Systems. We have compiled a team of experts in all aspects of the TMC design, build-out, and integration to enable us to meet the specifications while exceeding the County's expectations.

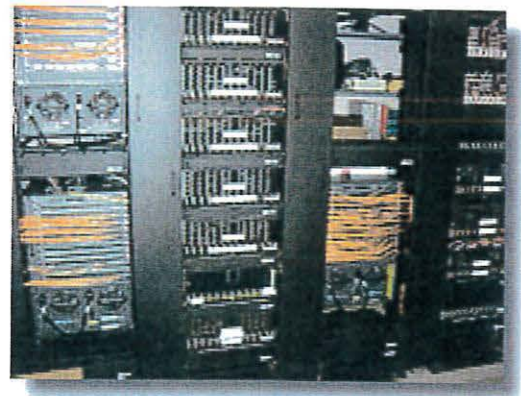
## TMC Experience

Genesis has designed several Traffic Management Centers (TMCs). The TMCs in close proximity to Okaloosa County include:

- Bay County
- Chipley FDOT Headquarters
- City of Tallahassee
- Pensacola RTMC

## Bay County, Fiber Optic Network and ITS, Bay County, Florida

Genesis has performed a variety of services for Bay County as the ITS Consultant under a General Services Contract, including the design of fiber optic network splice diagrams, master planning for the County's fiber optic network, as well as Fiber Optic as-builts, ITS design plans for future projects, and general consulting services. Genesis was charged with designing construction plans for all fiber optic cabling, conduit, pull/splice boxes, and other components. The fiber optic splicing diagrams were designed for the communications network that support existing and planned traffic signal control upgrades/expansion and ITS deployment initiatives within the Bay County-Panama City region and FDOT District Three. World Fiber constructed this project.



This fiber optic network allows direct communications from the TMC to all parts of the traffic system, such as the controllers at traffic signals, Dynamic Message Signs (DMS) for traveler information, weather station information, and live streaming video from traffic cameras which have been placed at intersections as part of this project. TMC operators monitor live traffic conditions and can adjust the signal timing at each intersection to improve traffic flow, or respond to a roadway incident.



The project also provides the Bay County School Board with the necessary fiber optic communications network supporting all Bay County Schools for networking, video conferences, and lectures.

Genesis has successfully performed as built plans for Bay County and FDOT for use in AutoCAD and in the ESRI format for many years.

### Bay County Transportation Management Center

As part of the design of the Bay County ATMS communications network project, Genesis teamed with an architect for the TMC design. The Genesis Architect/Engineer team provided Bay County with design and construction plans for the Bay County Advanced Transportation Management Center (TMC) located in the new Administration Building in Panama City, Florida.

Genesis provided design and construction engineering and inspection services (CEI) for the Transportation Management Center. In addition, Genesis designed the functional requirements and wrote project specifications for the hardware and the software for the central system and the field equipment.



This TMC supports the existing and new traffic signal control upgrades/expansion and ITS deployment initiatives within the Bay County, Panama City region and FDOT District Three. The new fiber optic network has allowed direct communication from the TMC to all parts of the traffic system, such as the controllers at the traffic signals, Dynamic Message Signs for traveler information, weather station information, emergency pre-emption, and live stream video from traffic cameras that have been placed at intersections as part of this project. TMC operators now monitor live traffic conditions and can adjust the signal timing at each intersection to improve traffic flow or respond to a roadway incident.

Genesis also provided engineering services for ITS Phase 3 Project on Panama City Beach. This involved researching the routing of existing conduit available for fiber optic installation and further verification of conduit required. Then a complete design for fiber optic network for the traffic system and County facilities on Panama City Beach.

### City of Tallahassee, Florida ITS



Genesis teamed with World Fiber Technologies on this Design-Build Telecommunications Infrastructure, Freeway Management System (FMS), and RTMC project for the City of Tallahassee (City) and FDOT. The project was developed to prevent and mitigate emergency and weather congestion on I-10 and provide the City with a state-of-the-art RTMC. The project included design and installation of more than 20 miles of fiber optic cable, 50 MVDs, 26 CCTV Cameras, 6 DMSs, RWIS, and an RTMC with an array of 40 monitors.

Genesis prepared construction plans for all fiber optic cabling, conduit, pull/splice boxes, RTMC, and other components as well as fiber optic splicing diagrams for the communications network that supports existing and planned traffic signal control upgrades/

expansion and ITS deployment initiatives within the Bay County, Panama City region and FDOT District Three. This fiber optic network allows direct communications from the new TMC to all parts of the traffic system such as the controllers at the traffic signals, DMSs for traveler information, and RWIS and streaming video from CCTV cameras. TMC operators can monitor live traffic conditions and to adjust the signal timing at each intersection to improve traffic flow or respond to a roadway incident. Genesis has successfully performed as built plans for the City of Tallahassee for use in AutoCAD and in the ESRI format for this project.



## Florida Department of Transportation (FDOT) I-10 ITS

Genesis provided Design Engineering services for SR 8 (I-10) ITS from East of SR 87 in Santa Rosa County to West of SR 10 (US 90) in Gadsden County. The first phase included fiber optic conduit installation, pull boxes, and splice boxes along I-10, US 90, and US 231 for 223 miles. The second phase included installation of ITS devices including Dynamic Message Signs (DMS), CCTV cameras, Remote Weather Information System (RWIS), Highway Advisory Radios (HAR), and Microwave Vehicle Detectors (MVD). Genesis performed design and project specifications of a New Regional Transportation Management Center (RTMC) with an array of 26 monitors that was constructed at the FDOT District Headquarters.

This project also included 223 miles of GPS as built data to Sub foot level in ESRI database and hard copy database. World Fiber constructed this project.



## Regional ITS Plan



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

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

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

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

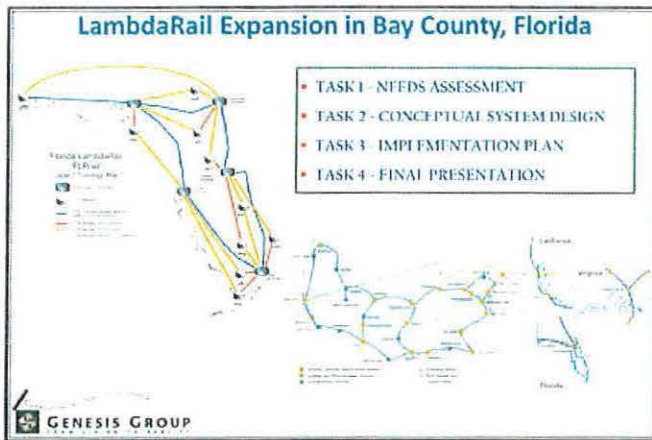
## Pensacola Design-Build Operate Maintain (DBOM) Project

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





## Florida Lambda Rail Expansion, Bay County, Florida



Genesis provided planning and design services to the Bay Economic Development Alliance (Bay EDA) for expansion of the Florida LambdaRail (FLR) network into southern Bay County and Panama City. Created in 2002, FLR is an "independent statewide fiber optical network owned and operated on behalf of partner universities and affiliates dedicated to producing knowledge and prosperity within the state of Florida through education and research activities that drive economic development," as described on the FLR website. The network consists of over 1,500 miles of fiber optic trunk line, providing direct connectivity, up to 20 Gigabytes per second, to a wide range of networks. FLR provides direct connectivity to most major university

medical schools and medical research institutes around the state and is a highly reliable high-speed transport platform. It provides an opportunity for affiliates to collaborate with colleagues around the world and enables member institutions and agencies and their partners to participate in advanced research, education, and economic development activities.

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



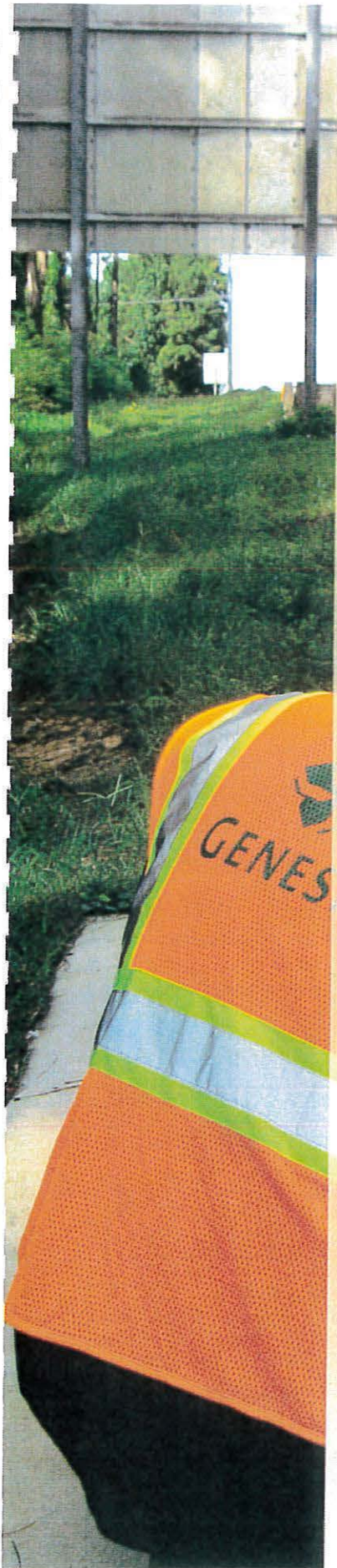




# Specialized Telecom Services Okaloosa County

## FIELD REVIEW OF CONSTRUCTION PLANS EXPERIENCE

**TAB 2**



### OKALOOSA COUNTY SPLICE DIAGRAMS

SHEET NUMBER	SHEET DESCRIPTION
1	TITLE SHEET AND LEGEND
2	UNFILED SHEETS
4	SPICE DIAGRAM: MARY BETH-ER
6	SPICE DIAGRAM: STATE ROAD 301 US 90
10	SPICE DIAGRAM: DESTIN
16	SPICE DIAGRAM: STATE ROAD 303 AND 185
21	SPICE DIAGRAM: STATE ROAD 188
23	SPICE DIAGRAM: STATE ROAD 188
31	SPICE DIAGRAM: STATE ROAD 86 SOUTH
44	SPICE DIAGRAM: NORTH SOUTH ENTRANCE ROAD
45	SPICE DIAGRAM: STATE ROAD 190
48	SPICE DIAGRAM: STATE ROAD 16
50	SPICE DIAGRAM: STATE ROAD 20 IN DEVILLE
54	SPICE DIAGRAM: STATE ROAD 122
55	SPICE DIAGRAM: STATE ROAD 85 NORTH
57	SPICE DIAGRAM: LIVE OAK CR. RD. & ARMEN'S NEW RD.
64	SPICE DIAGRAM: W. SUN STREET
65	SPICE DIAGRAM: STATE ROAD 10 US 90 EAST
68	SPICE DIAGRAM: AIRPORT JOHN GAVENS PARISH RD.
70	SPICE DIAGRAM: STATE ROAD 10 US 90 WEST
71	HEADING SPICE DIAGRAMS: SPANAWOOD BUILDING
72	HEADING SPICE DIAGRAMS: NORTH HEAD BLD
73	HEADING SPICE DIAGRAMS: MILITARY HEAD BLD
74	CRESTVIEW COURTHOUSE NETWORK ROUTES
81	NETWORK ROUTES

**INCLUDED IN PLANS BY REFERENCE:**  
FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS SPEC.

**SPLICE LEGEND**

- CABLE
- INTERNET
- BCC
- LIBRARY
- CLERK OF COURTS
- PROPERTY APPRAISER
- TAX COLLECTOR
- WATER DEPARTMENT
- SPICE NETWORKS / STATE ATTORNEY / SHERIFF
- LIBRARY 2
- JUDICIARY
- CITIES/WATER DEPARTMENT 2
- UNF (4 FIBERS)
- NWSC (DWG) (NOT USED)
- STATE RADIO NETWORK
- 811 NETWORK
- CRITICAL RINGS
- TRAIL
- SHERIFF 2
- PAGESET 18AR
- CHECKA
- TRAFFIC
- MILITARY
- DARK FIBER

**LOCATION MAP**  
1" = 2 MILES

INFORMATION SYSTEMS DEPARTMENT  
OKALOOSA COUNTY, FLORIDA

**PREPARED BY:**  
**GENESIS GROUP**  
GGL, LLC dba GENESIS GROUP  
2507 CALLAWAY ROAD, SUITE 100  
TALLAHASSEE, FLORIDA 32309  
(850) 224-8800 FAX (850) 884-2663  
FL CA 60099660 FL LIC 26099/202  
www.GenesisGroup.com

**ENGINEER OF RECORD:**  
Michael N. Mansour, P.E.  
License Number: 05228  
DATE: 07/24/12

OKALOOSA COUNTY, FIBER OPTIC NETWORK, COMBIO





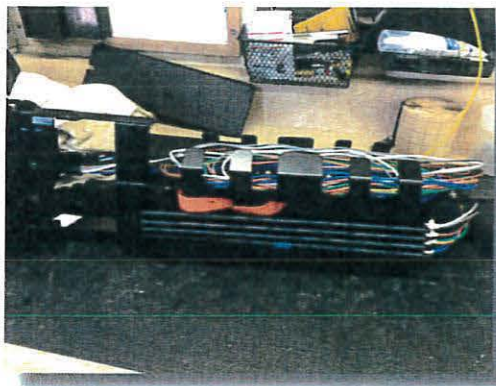
### Field Reviews

The Genesis/World Fiber team has extensive experience with implementation, operation, and construction engineering and inspection (CEI) testing and training related to Fiber Optic Network Design, Transportation Management Centers (TMC), and Advanced Traffic Management Systems (ATMS). Genesis key personnel have been involved with Okaloosa County networks for transportation/emergency operations for several years in the field. Genesis/World Fiber personnel have successfully performed field reviews and provided issue resolution in County and FDOT projects. Our key personnel are always in close proximity and can be on the project site in minutes to help facilitate field reviews and resolution to any problems. Genesis has CEI personnel and engineers that live within minutes of Okaloosa County, and World Fiber has Fiber Optic Experts and Traffic Signal experts that live within minutes of Okaloosa County. This will reduce response times and reduce cost of travel and per diem.



The Genesis team will propose a complete team solution for this project, and more importantly, we have established a team with significant resources in design, construction, CEI, and integration in order to deliver these projects on time and within budget.

### Approach to Project



A successful project requires a number of issues to be addressed throughout the project. These issues will have an impact on all of the work elements and will influence the way the team conducts the project. Genesis and World Fiber have encountered many of these issues on previous projects and our experience has helped to mold our approach to minimize project risk and maximize the project's potential for success. Our Utility Coordinator will be working out of their Tallahassee office and within minutes from the project limits. Genesis and World Fiber believe that one of the most important keys to a successful project is communications between the designer, contractor, and the agencies that use and maintain the system. We believe by adding our experience and expertise to the expertise of the County and

other agencies, the final product becomes what everyone wants to see—a highly successful project that is on time and under budget.

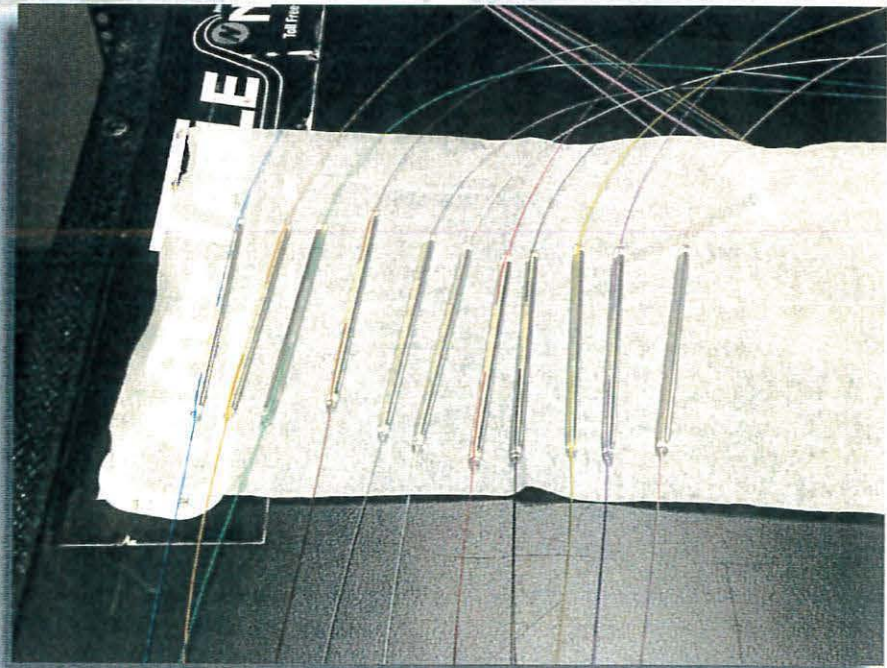
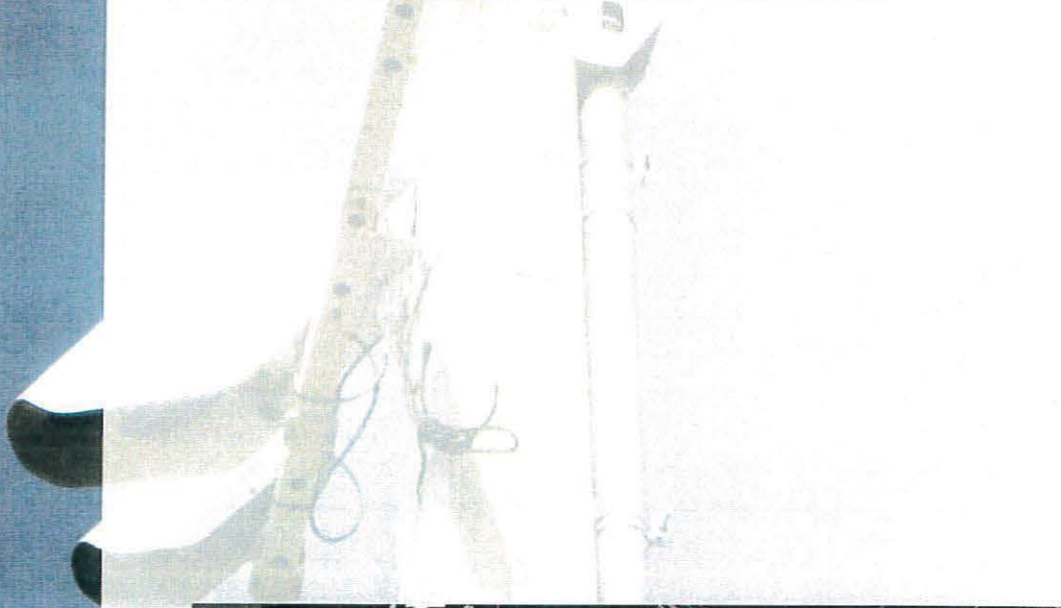
To properly maintain any system there must be quality documentation. A full set of as-built drawings will be provided with sub-set system drawings and detailed cable identifiers noted on the drawings. Each field location will contain a drawing detailing the cable interconnect diagram.





# *Specialized Telecom Services Okaloosa County*

**EXPERIENCE IN CONSTRUCTION  
PLAN REVIEW PROCESS**



**TAB 3**



Plans Reviews

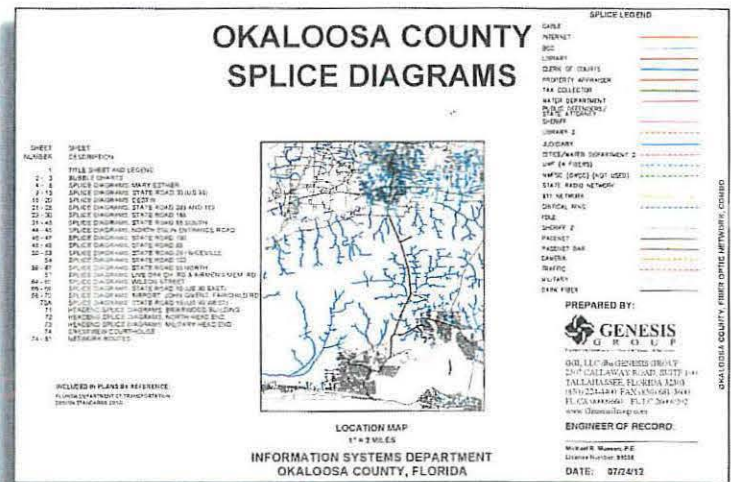
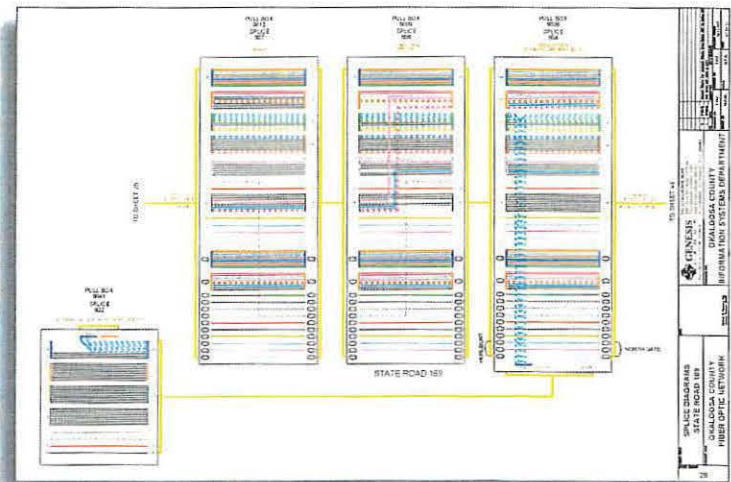
The Genesis/World Fiber team has extensive plans review experience. Our engineers, CEI personnel, and World Fiber team members have all participated in plans reviews for Okaloosa County, Bay County, FDOT, and many other agencies specifically in the areas of Fiber Optic Networks, Transportation Management Centers (TMC), and Advanced Traffic Management Systems (ATMS). Our team’s experience in plans development, along with construction itself means we are well versed in all aspects to better review plans for improvements, errors, or omissions.

Quality Control (QC) Process for Plan Reviews

Genesis/World Fiber have designed, performed plan reviews, and installed several successful Fiber Optic Networks in Okaloosa and surrounding Counties and FDOT District Three. Our team follows a rigorous QC process. The plans will be prepared by a registered Florida Professional Engineer and all designs will be QC-reviewed by an off-team member once the design is complete. The QC review will identify conflicts or questions with the design. The Project Engineer will resolve the conflicts with the QC reviewer, and the final CADD changes will be made. Finally, the Project Manager will review the plans to ensure the QC process has been documented correctly. This process ensures that all plans meet the contract requirements and are easily constructible.

After the internal QC review has been completed the plans will be sent to the Independent Peer Review (IPR) for their independent review by World Fiber and/or Genesis CEI. The Genesis QC stamp will be used to track the submittals and the IPR will sign off on each review they have performed. The mark ups from the IPR will be discussed with the designer, the Project Manager, and the IPR. Upon concurrence, the changes will be made and then rechecked for inclusion. The IPR’s comments and comment responses will be submitted with the Final Component Plans.

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



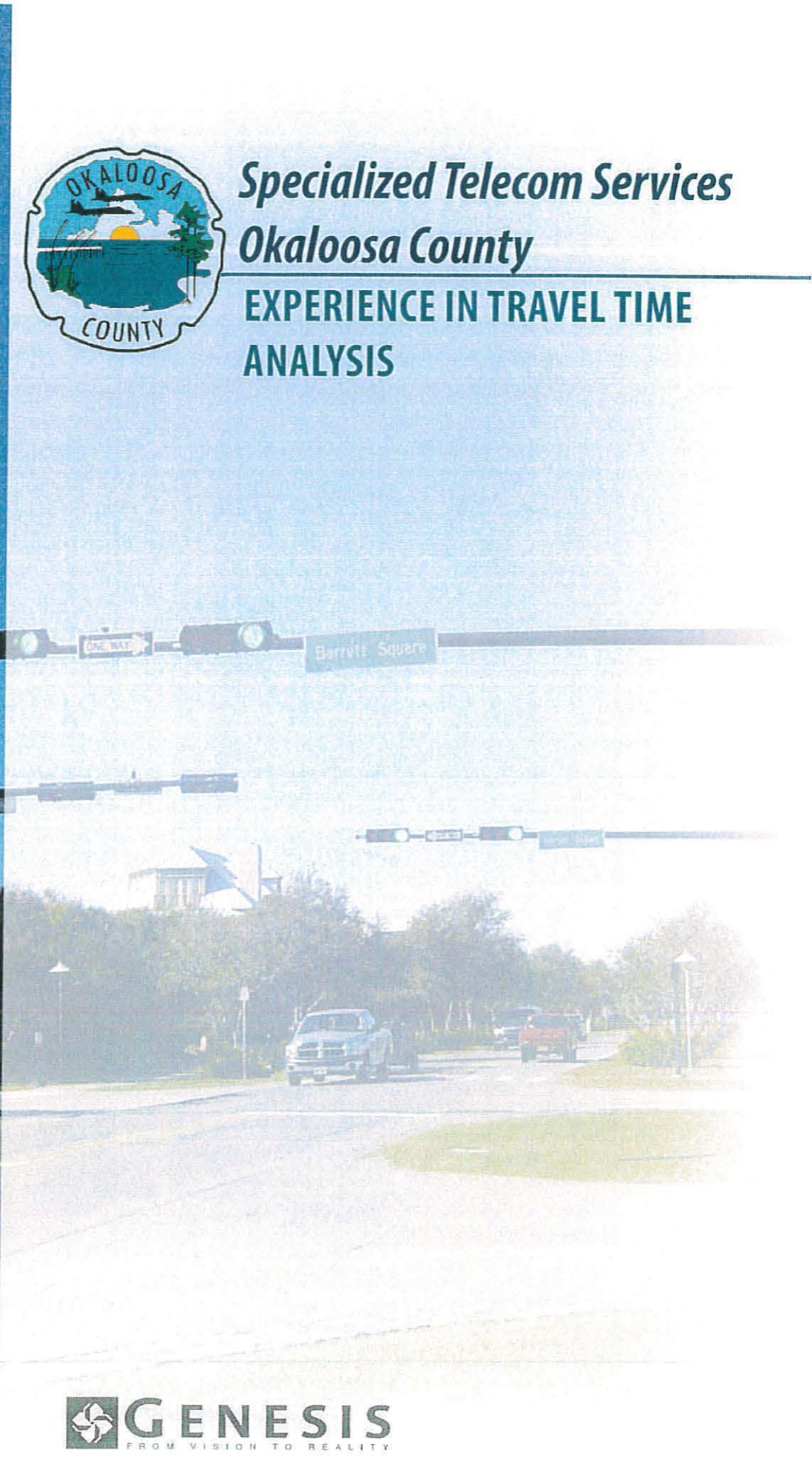
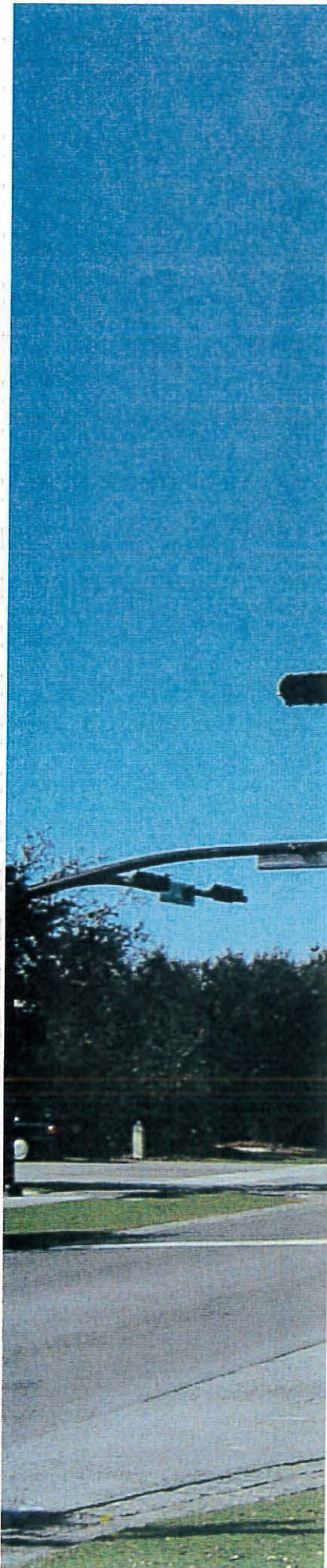




*Specialized Telecom Services*  
*Okaloosa County*

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**EXPERIENCE IN TRAVEL TIME  
ANALYSIS**

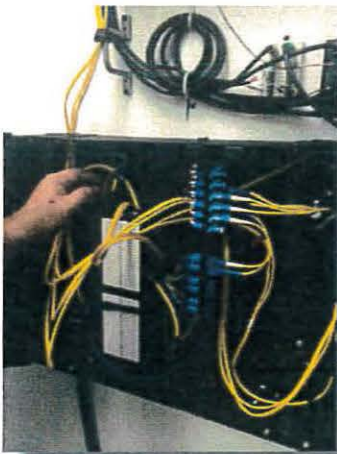




### Traffic Signal Timing

Our team personnel have been performing signal timing tasks since 1995. Locally, since 2001, our team has successfully performed signal timing tasks in Okaloosa County. The Okaloosa County traffic system design was completed and divided into three phases. Phase 1 predominately included the Ft. Walton Beach urban area; Phase 2 primarily consisted of US 98 through Destin and completion of segments within Ft. Walton Beach to form a redundant communications network; and Phase 3 consisted of an extension of the communications and computerized signal system into Crestview and Niceville.

In July 2001, Genesis was hired to perform design and CEI Services for Phase 1 construction. Genesis CEI Services was responsible for the construction related task, and Genesis was responsible for project management and design services. Design services under this consultant contract included data collection (i.e., approach counts, 8-hour weekday and 4-hour weekend turning movement counts, equipment inventory, condition diagrams, speed studies), signal timing development and fine-tuning, and 'before' and 'after' travel time and delay studies. Signal timing and fine-tuning efforts, the 'before' and 'after' travel times and delay studies, along with testing and modifying the controller software were conducted in conjunction with the schedule identified by the contractor.



Phase 1 of this project included the installation of a new Traffic Control room at the Shalimar Courthouse, 46 new 2070 lite signal controllers, a Dynamic Message Sign (DMS) on US 98 in Mary Esther, a CCTV camera on Eglin Parkway at Hollywood Boulevard, and approximately 16 miles of underground fiber optic cable. This traffic control system was accepted by FDOT on November 8, 2002, and is the first in the United States to be completed and operating with the distributive central software system utilizing new 2070 advanced traffic controllers.

Results of implementing the traffic system in the Ft. Walton Beach area show considerable benefit to the motoring public and environment. Study results indicate substantial reductions in delay, stops, fuel consumption (emissions), and travel time. It should be noted that not all drivers will notice a major change. For example, an average of 30% reduction in their daily travel time is highly dependent on the time-of-day of travel, seasonal traffic patterns, and the section of roadway. However, the cumulative effect of all minor delay and travel time reductions are expected to be noticeable and significant. The results show that the average travel time has decreased 32% overall along all 9 roadway sections. Estimated annualized benefits of fuel and time savings are \$3,951,208. While this money cannot be captured by the FDOT, or Okaloosa County for future transportation projects, it does represent a very significant return on the initial project investment.

Phase 2 work was completed in 2003 with CEI, Traffic Signal Timing, and Design Services provided by the Genesis team. Phase 3 work was completed in 2007 with CEI, Traffic Signal Timing, and Design Services provided by the Genesis team.

Genesis has several years experience in Signal Timing, including performing signal timing upgrades on major arterials in Okaloosa and several other major roadways throughout North Florida.





*Specialized Telecom Services*  
*Okaloosa County*

**EXPERIENCE IN ASSISTING LOCAL  
GOVERNMENTS WITH EMERGENCY  
EVENTS**

**TEST MESSAGE**  
**FLORIDA DOT**



Having staffing in numbers and locally available during periods of storm related outages or emergency situations is critical. Working together, Genesis, Mike Eads, and John Nance make an excellent team to help during these extremely trying periods. Genesis, located in Tallahassee, Florida, maintains a full database of existing cable routings and network distribution to help with new connections and emergency resolutions.

Mike Eads has managed the FDOT Emergency Restoration traffic signal contract for FDOT District Three for 4 years. His extensive experience in the installation of traffic signals, ITS, structures, and locally available workforce will greatly assist Okaloosa County in the times of need.

During periods of emergency related issues nothing becomes as critical as an operational communications infrastructure within the County Government. Information as it relates to public safety and to the extent of damage allow County Managers the information they need to apply available labor resources correctly and efficiently. Our team is experienced in these aiding during these critical time periods.

John Nance has built and linked virtually every mile of current fiber optic cable within Okaloosa County and is particularly familiar with all networks, including Traffic Operations, within the County. He has been certified by Corning Cable Systems in Emergency Network Restoration and has assisted in the preparation of Emergency Management Manuals and documentation for numerous Counties and local government.

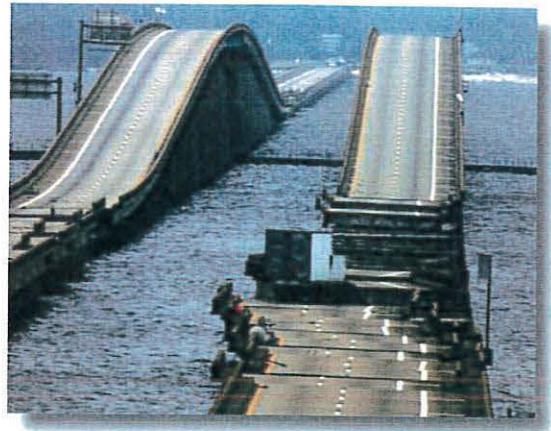
We are always here and ready to help!

## Emergency Event Project Experience

### Signal Timing for Emergency Route, Escambia and Santa Rosa Counties, Florida

Genesis was contracted by FDOT after Hurricane Ivan destroyed the Escambia I-10 bridge. Genesis quickly designed the signal timing for the emergency detour route on Highway 90 through the cities of Pace, Milton, and Pensacola as well as along Highway 98 on the Gulf Coast in Escambia and Santa Rosa Counties.

The purpose of this project was the development and installation of signal timing through the hurricane ravaged Escambia and Santa Rosa County areas. This project included 40 intersections and several different types of Nema and 2070 controllers. Genesis installed new timings and monitored the intersections and arterials for proper operation and progression. Genesis received a letter of personal appreciation from the FDOT District Secretary for their diligent efforts.







# *Specialized Telecom Services* *Okaloosa County*

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## LOCATION OF PERSONNEL



**Location of Responsible Office**

All of the telecommunication services for the Okaloosa County projects will be handled by the Tallahassee office of Genesis. Our office is located off North Monroe Street and I-10 in Leon County. The Genesis staff permanently located in Tallahassee consists of 21 professional and technical staff members. We are supported by Genesis' total network of 91 individuals that can be called on to support any task requested. Additionally, our Miramar Beach CEI office will provide support, along with our team member firm, World Fiber.

**Genesis**

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Tallahassee, Florida 32303  
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(850) 681-3600 Fax  
Authorized Team Member: Tracy Forester, Vice President  
TForester@GenesisGroup.com

**Genesis CEI**

12598 US Highway 98 West, Suite 250  
Miramar Beach, FL 32550  
(850) 724-3992

**World Fiber**

1732 Mylisa Road  
Panama City, FL 32409  
(850) 319-0848

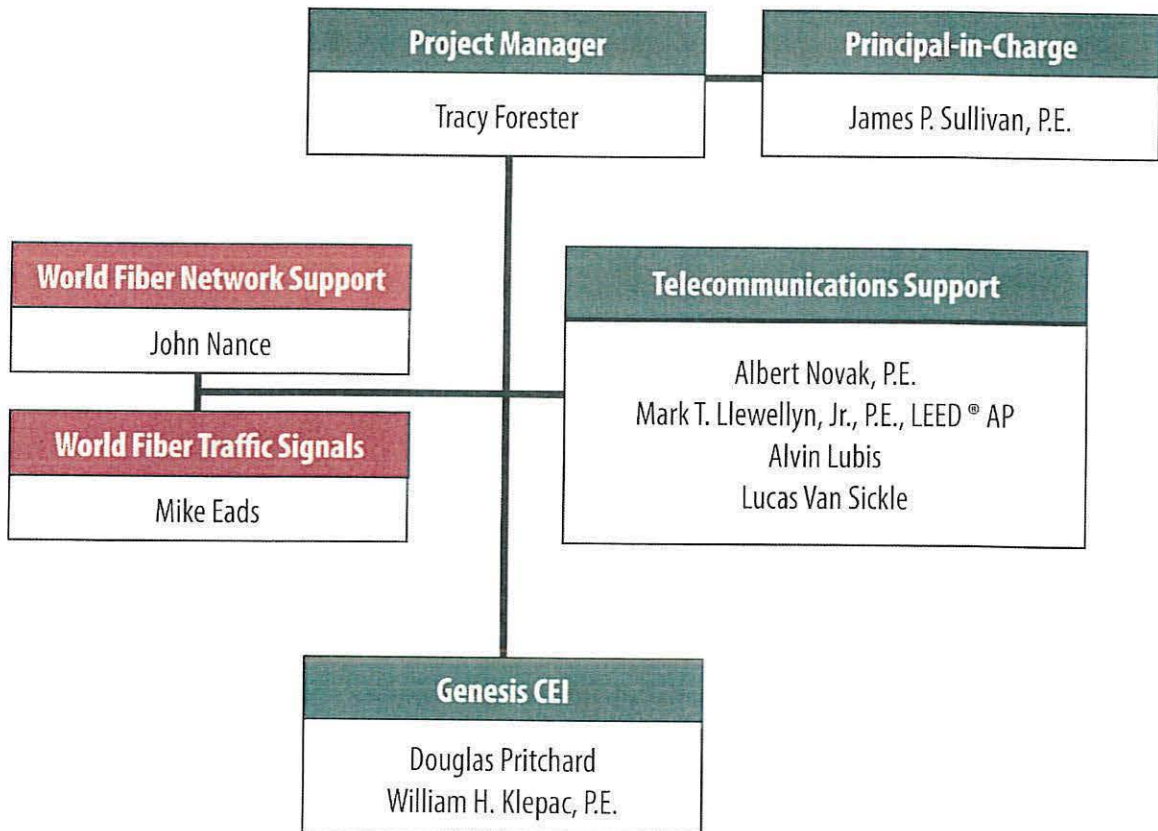


*Genesis' Tallahassee Office Location*



# Organization Chart

RFQ IT 71-17 - OKALOOSA COUNTY  
SPECIALIZED TELECOMMUNICATIONS SERVICES



# Tracy H. Forester

## Vice President/ITS Manager

Mr. Forester has more than 29 years of experience in traffic operations in the areas of fiber optic and Intelligent Transportation System (ITS) design, construction, Inspection, project management, maintenance, and all aspects of advanced traffic signal equipment. He has extensive hands-on experience in the highly technical and specialized areas of ITS and Advanced Transportation Management Systems (ATMS).

### Transportation and Mobility

**FDOT District Three ITS Project from Pensacola to Tallahassee, FL.** Mr. Forester was the Project Manager for this \$24M fiber optic network and Intelligent Transportation System Project, which included the installation of 225 miles of fiber optic, 185 cameras, and other ITS devices throughout I-10 and Hwy 231 in the District. This project included design and construction of a network-wide system, HAR, RWIS, TTS, DMS, and MVDS sensor deployment, as well as design and construction of a new Regional Transportation Management Center with a new video wall. Along with providing construction project management, Mr. Forester helped design and develop the construction plans for the project.

**FDOT District Three Interstate I-10 & I-110 Freeway Management System (FMS) & Regional Transportation Center (RTMC) Project, Escambia and Santa Rosa Counties.** Genesis served on the design team and as the CEI for this project which included design, deployment, testing, operation, and maintenance. The FMS portion includes 40 miles of conduit for the fiber optic backbone, 43 miles of 96 count single-mode fiber optic cable, and the electrical services for all devices. ITS devices include 88 microwave vehicle detectors (MVDS), 40 CCTV cameras and poles, 12 dynamic message signs (DMS), and one roadway weather information station (RWIS). Genesis also designed the RTMC as part of the FDOT SunGuide system.

**Tallahassee Advanced Transportation Management System (TATMS) in Tallahassee, FL.** Mr. Forester was the Project Manager for this \$7.4M fiber optic network and video monitoring system, which included the installation of 25 miles of fiber optic, cameras, and other ITS devices throughout I-10 in Gadsden and Leon Counties. This project included design and construction of a network-

wide system sensor deployment to collect continuous volume, speed, and occupancy data, as well as the installation of an LED cube video wall. Along with providing construction project management, Mr. Forester helped develop the construction plans for the project.

**Bay County Transportation Management System Center (TMC) in Panama City, FL** Mr. Forester was the Project Manager/Lead Designer for this project which included the development of all construction contract documents, 77 miles of fiber optic cable connecting 108 traffic signals operating with 2,070 controllers, and connecting to the TMC located at the County's new administration building designed by Mr. Forester. This project also included the installation of video cameras at 41 intersections, a 5,000 square foot TMC facility with two center console workstations, and a two-story video wall. Other components of the system included DMS, permanent count stations, and custom software design features.

**Valdosta Transportation Management System Center (TMC) in Valdosta, GA** Mr. Forester was the Project Manager/Lead Designer for this project which included the development of all construction contract documents, 60 miles of fiber optic cable connecting 100 traffic signals operating with 2070 controllers, and connecting to the TMC located at the City's signal shop. Mr. Forester was responsible for the installation of video cameras at 36 intersections and a center console workstation with 25 video monitors. Other components of the system included DMS, permanent count stations, and custom software design features.

### Signalization/ITS

Mr. Forester has performed several successful signal timing and traffic signal design in Florida for FDOT, local municipalities and Georgia DOT. All areas of Traffic Engineering Studies and Safety Studies and design.



**Duties and Responsibilities**  
Vice President  
ITS Manager

**Education**  
A.S. - Computer Engineering,  
Gulf Coast State College, 1982

**Professional Associations**  
Institute of Transportation  
Engineers (ITE)  
Intelligent Transportation Society  
(ITS) America  
International Municipal Signal  
Association (IMSA)  
Synchro/Sim Traffic

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# James P. Sullivan, P.E.

## Senior Vice President

Mr. Sullivan has more than 29 years of highway design and transportation engineering experience. He has been responsible for numerous major and minor highway design projects for state and local governments and has considerable experience managing large multidisciplinary design teams. His experience includes project development and environmental (PD&E) studies, transportation planning, traffic operations, construction administration, and expert witness services.

### Highway Design-Major Reconstruction

#### Bay County, FL

- Jenks Avenue, Urban 4-lane

#### Leon County, FL

- Blair Stone Parkway, Urban 4-lane
- Capital Circle (SR 261), Urban 6-lane
- Mahan Drive (SR 10), Urban 6-lane
- SR 61 (Thomasville Road), Urban 8-lane
- Thomasville Road (SR 61), Rural 4-lane
- Orange Avenue, Urban 4-lane
- Gaines Street, 4-lane Complete Street
- North Monroe Street (SR 63), Urban 4-lane

#### Duval County, FL

- Seminole Road, 2-lane Complete Street

### Highway Design-Widening/Resurfacing

#### Duval County, FL

- SR 9 (I-95) Slab Rehabilitation, 4-lane
- Otis Road, 2-lane

#### Gadsden County, FL

- SR 10 (US 90), 4-lane

#### Gulf County, FL

- US 98, 4-lane

#### Jefferson County, FL

- SR 59, 2-lane

#### Leon County, FL

- SR 263, 2-lane

#### Madison County, FL

- SR 145, 2-lane

#### Santa Rosa County, FL

- SR 30 (US 98), 4-lane
- SR 10 (US 90), 4-lane
- SR 87, 2-lane
- SR 87, 5-lane

#### Taylor County, FL

- SR 20 (US 19), 4-lane

#### Walton County

- CR 183, 2-lane

### Project Development

#### Alachua County, FL

- 43rd Street Realignment

#### Bay County, FL

- US 231 Value Engineering

#### Leon County, FL

- Continental Avenue PD&E Study
- Gaines Street Feasibility Study
- Mahan Drive Corridor Study
- McCracken Road Realignment
- FAMU-Way PD&E Study

#### Leon, Wakulla and Franklin Counties, FL

- Gopher, Frog & Alligator Trail PD&E Study

### Traffic Operations Design

#### Leon County, FL

- Tallahassee ATMS Fiber Optic Network
- SR 10 (US 90) and Aeon Church Road Intersection Improvement

#### Levy County, FL

- SR 55 Signalization

#### Union County, FL

- SR 100 and SR 288 Intersection Improvement
- SR 121 and SR 231 Intersection Improvement

### Stormwater Improvement Design

#### Leon County, FL

- Tartary Drive Neighborhood Stormwater Improvements
- Lafayette St. Stormwater Enhancements

### Neighborhood Infrastructure Design

#### Tallahassee, FL

- Bond Community Neighborhood Enhancements
- Hillsborough Street and Warwick Street Sidewalk Construction
- Greenon Lane Sidewalk Construction

### Design-Build

#### Leon County, FL

- SR 263 (Capital Circle SE), Urban 6-lane
- I-10 ITS Construction

#### Baker County, FL

- CR 127 Bridge Replacement

#### Six Panhandle Counties, FL

- I-10 ITS Construction

### Project Management: Multi-Year Miscellaneous Engineering

#### FDOT District Three

- Districtwide Minor Design Services
- Districtwide Traffic Operations Design
- Districtwide Landscape Architecture Design

#### FDOT District Two

- Districtwide Enhancements

#### Leon County, FL

- Miscellaneous Consulting Services

#### City of Tallahassee Public Works

- Continuing Consultant Engineering Services
- Continuing Services for Stormwater Management

### Expert Witness

Expert witness for FDOT Districts 2, 3 and 5 in condemnation proceedings and litigation support for the Office of the Attorney General.



### Duties and Responsibilities

Senior Vice President

Senior Project Manager

### Education

B.S. – Civil Engineering,

University of South Florida, 1986

### Registrations

Professional Engineer

Registered (8/28/1989)

FL 42091

GA 22752

AL 21083

### Certifications

Advanced Work Zone Traffic

Control Certified (FDOT)

Specifications Preparation

### Professional Associations

National Society of Professional Engineers

Florida Engineering Society

9822 Tapestry Park Circle

Jacksonville, FL 32246

904.730.9360

Sullivan@GenesisGroup.com

www.GenesisGroup.com



# Albert Novak, P.E.

## Project Engineer

Mr. Novak has 17 years of experience in traffic and transportation engineering. His responsibilities have included roadway design, widening, signalization, signing, and ITS projects. He has 22 years' experience in AutoCAD and computer systems support. His experience includes custom programming, systems design, network design, user support, and hardware and software maintenance. He provides AutoCAD and MicroStation support and training for Genesis employees in the Tallahassee office.

### Signalization/ITS (Bay County, FL).

County-wide fiber optic network splice diagrams and conduit routing plans.

### Signalization/ITS (Okaloosa County, FL).

County-wide and Eglin Air Force Base fiber optic network splice diagrams and conduit routing plans.

**FSU Intersection Redesign (Tallahassee, FL).** University Way and Gray Street. Design a new T-intersection to replace an inadequate traffic circle.

### I-10 (Santa Rosa to Gadsden County, FL).

I-10 Gadsden to Leon County Freeway Management Plans. Fiber optic network splice diagrams and conduit routing plans.

**I-10 (Gadsden County to Leon County, FL).** I-10 Gadsden to Leon County Freeway Management Plans. Fiber optic network splice diagrams and conduit routing plans.

**North Tarrant Express (NTF) (Tarrant County, TX).** ITS Equipment Location Plans; ITS Equipment Details.

**LBJ Express (Dallas County, TX).** ITS Equipment Details.

**Capital Cascades Park (Blueprint 2000 and Beyond, Tallahassee, FL).** Mill and resurface, signalization upgrades, utility coordination, signage, pavement markings for city and county streets surrounding the park, and design of new local road along edge of park.

### Lakeview Drive (Tallahassee, FL).

Redesign road to be raised above the FEMA flood elevation.

**Monroe Street (Tallahassee, FL).** Design of northbound turn lane approaching I-10. Roadway, drainage, signalization, signing and pavement marking, and utility adjustment plans.

**Gaines Street (Tallahassee, FL).** Signing, pavement marking, and traffic control plans.

**Franklin Blvd (Blueprint 2000 and Beyond, Tallahassee, FL).** Design of a new two-lane roadway with a box culvert to replace a four-lane roadway with median ditch. Conceptual plans followed by roadway, signing and pavement marking, signalization, and traffic control plans.

**Palmer Avenue (Tallahassee, FL).** "Sense of Place" roadway and sidewalk plans and utility adjustment plans.

**SR 55 (US 19) (Levy County, FL).** Mill and resurface, signalization upgrades, utility coordination, signage, and pavement markings for three intersections and two school zones.

**SR 57 (US 19) (Jefferson County, FL).** Addition of southbound right turn lane at Industrial Park Road.

**SR 276 (Jackson County, FL).** Addition of left turn lane at CR 10A.

**SR 4 (Okaloosa County, FL).** Addition of southbound right turn lane at CR 189.

**SR 20/30 (US 19) (Taylor County, FL).** Mill and resurface, signalization upgrades, utility coordination, signage, and pavement markings for 1.8 miles of four (4) lane urban roadway with raised median.

**SR 100/121 (Union County, FL).** Mill and resurface, signalization upgrades, utility coordination, signage, and pavement markings for three (3) intersections.

**SR 30 (US 98) (Port St. Joe, FL).** Mill and resurface, signalization upgrades, drainage improvements, signage, and pavement marking plans.



**Duties and Responsibilities**  
Project Engineer

### Education

B.S. – Engineering  
University of South Florida, 1972

### Registrations

Professional Engineer  
(Registered 6/12/2014)  
FL 77559

### Design Software

ArcGIS  
AutoCAD  
Autodesk Civil 3D  
CAICE  
GEOPAK  
MicroStation  
ProENGINEER

### Programming and Languages

C, C++  
AutoLISP  
BASIC  
CAICE GML  
MicroStation BASIC & MDL  
Visual Basic, Visual Basic Applications

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ANovak@GenesisGroup.com  
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# Mark T. Llewellyn, Jr., P.E., LEED® AP

## Project Engineer

Mr. Llewellyn, Jr. has more than 14 years of experience in various areas of civil engineering including transportation, roadway design, and intelligent transportation systems design. His current responsibilities include the preparation of construction documents, preliminary plans, and traffic modeling in Synchro and Sidra for several project managers and clients. He is also responsible for the traffic analysis, planning, and design of roundabout projects. Being proficient with AutoCAD Civil 3D and ArcGIS, he provides design support for various project aspects.

**Woodward Avenue Roundabout (Tallahassee, FL).** Planning, development, and design of the Woodward Avenue and Gaines Street Roundabout. This included the traffic analysis and geometric design of a roundabout in an urban environment with many project constraints.

**Airport Gateway Traffic Analysis.** Prepared traffic analysis, planning, and conceptual design for a major corridor improvement project. This study included the analysis and concept development of four consecutive roundabouts along the corridor. A comparison of signalized and roundabout intersections was conducted including future level of service analysis for several roadway configurations.

**Miller Landing Intersection Improvements (Leon County, FL).** Conducted traffic modeling and prepared a preliminary engineering report for proposed intersection modifications including a rural roundabout. This project included the analysis of placing a roundabout along a roadway with very high peak hour traffic volumes.

**Adams Street Roundabout (Tallahassee, FL).** Conducted the traffic modeling, planning, and conceptual design of the proposed roundabout. This highly urban roundabout included the study of volatile traffic patterns and tight right-of-way constraints.

**SR 388 Corridor Analysis.** Reviewed the PD&E report for the major corridor project and conducted traffic analysis and roundabout analysis at the corridor intersection with the Beaches International Airport entrance. Performed the conceptual design of a multi-lane roundabout. Developed a plan for the ability to add right turn slip lanes at the roundabout if future traffic patterns deemed necessary.

**Lake Bradford Road/Stadium Drive/Gaines Street Intersection Improvements (Tallahassee, FL).** Performed traffic analysis for multiple intersection improvement concepts including a multi-lane roundabout. Developed several configuration design concepts. Determined the most effective intersection design and coordinated permitting with DOT.

**SR 8 (I-10) ITS Design-Build (Tallahassee, FL).** Assisted with the design of a 175 mile ITS network including dynamic message signs, CCTV cameras, weather sensors, fiber optics, and vehicle detectors. Worked on designing the placement of fiber optic cables, electrical connections, and ITS devices. In addition, oversaw the utility coordination effort and reviewed the utility conflict matrix.

**SR 8 (I-10) ITS As-Built Plans (Tallahassee, FL).** Oversaw the development of the 175-mile-long ITS project as-built plans. This included managing GIS data and working with ArcView, Pathfinder, AutoCAD, and MicroStation software to import GIS data and labels into the as-built plans. In addition, worked with FDOT ITS Facility Management and is certified as an ITSFM Maintainer.

**I-75 ITS As-Built Plans.** Managed the production of as-built plans for a 50 mile ITS project along I-75. This included the development of efficient methods to incorporate GIS data into an as-built plan set. Ensured the GIS data collected maintained sub-foot accuracy as it was processed and brought into the as-built plan set. Merged all received GIS data from multiple formats and sources into a standard and easily usable format for submittal to FDOT.

**City of Tallahassee ITS As-Built Plans.** Assisted with the development of ITS as-built plans for the ITS network running through Leon County. This project involved significant effort in ArcGIS to improve the quality of collect GIS data. Imported GIS coordinates to the as-built plans and adjusted all design elements to show the as-built condition.

**ITS Dynamic Message Sign Feasibility.** Conducted a feasibility study for the placement of 7 Dynamic Message Signs and their power and fiber optic connections to an existing ITS network. This study included GIS and aerial analysis, a field review of all recommended sign locations, and a review of survey data for placement feasibility.



**Duties and Responsibilities**  
Project Engineer

### Education

B.S. – Civil Engineering  
Florida State University, 2011  
A.A. - Tallahassee Community  
College, 2009

United States Marine Corps,  
Reserve - 5/04-11/10

### Professional Registration

Professional Engineer  
(Registered 3/1/2016)  
FL: 80712  
GA: 040755  
AL: 35623

USGBC No. 10754987

### Certifications

Florida Qualified Stormwater  
Management Inspector  
NE Roundabout Training  
LEED® Accredited Professional  
Advanced Technologies  
Solutions, Civil 3D 2012  
Essentials

### Professional Associations

U.S. Green Building Council,  
Capital Region Chapter,  
President  
Florida Engineering Society  
American Society of Civil  
Engineers  
American Public Works  
Association

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Tallahassee, FL 32303  
850.224.4400 x120  
MarkL@GenesisGroup.com  
www.GenesisGroup.com



# Lucas VanSickle

## Senior ITS Designer

Mr. VanSickle is currently serving as a Senior ITS Designer for Genesis. His role includes designing and modifying various projects, such as traffic signal design, fiber optic network design, and ITS design work. Other duties include site inspection work to obtain data and information on existing conditions of future project sites and client meetings with contractors and various municipalities to maintain quality and efficient project development.

### Lambda Rail Fiber Optic Network Design.

Designing construction plans to show a new fiber optic cable run from the Lambda Rail Connection Point building at 9926 Highway 20 in Bruce, Florida to the Florida State University Panama City Campus and Gulf Coast State College. Updating plan set to ensure compliance with the 2017 FDOT Standard Specifications for Road and Bridge Construction. Remaining in contact with several utility contractors to determine if additional utility construction has or will be constructed in areas of proposed fiber optic construction.

### Fiber Optic Network Design, Bay County.

Completing modifications to the existing ITS Fiber Network and developing construction plans for re-splicing existing fibers to establish the desired ring connections in Bay County. Collaborating with the Bay County IT and GIS Department, Traffic Operations Department, and contractors to efficiently modify existing splices to address the county's needs.

**SR-61 from SR-30 to North of Alaska Way, FDOT District 3, Wakulla County.** This project consists of new multilane construction and realignment of SR 61, and reconstruction of existing SR 61 and SR 30. This Project includes new signing, pavement markings, sidewalks, bike lanes and a new signalization plan consisting of 4 mast arms located at the new intersection of SR-61 and SR-30. Quality control was achieved by working alongside contractors while installing mast arm signals and accompanied components such as conduit, traffic signal controller cabinet with loop wire installation, and observing signal timing and power connectivity. An addition of seven storm-water management facilities will

### District Wide Hybrid Contract for FDOT

**District 3, Leon County.** This is a Task Work Order (TWO) based contract that encompasses a wide range of CEI services and specialties to be provided. Mr. VanSickle's projects included the milling and resurfacing on SR-373 (Orange Ave) from SR-371 Lake Bradford to SR-61 (South Monroe) in Leon County, and milling and resurfacing, drainage, widening, pedestrian signalization, signing, and pavement markings on SR 363 (Woodville Highway) from SR 30 to the Leon County Line. Heavy concentration was given on signal design and proper field execution at the intersections on SR 373 Orange Ave. Overseeing maintenance of pedestrian traffic was achieved throughout the project alongside new sidewalk construction and pedestrian signal installation in major pedestrian traffic areas. Role: Inspector.

**SR-363 from the Leon County line to SR 30, FDOT District 3, Wakulla County.** This project consists of milling, resurfacing, road widening and rumble striping for traffic accident mitigation. A final coat of reflective thermoplastic was placed to increase visibility for nighttime driving. Role: Roadway Inspector.



### Duties and Responsibilities

Senior ITS Designer

### Education

B.S. – Civil Engineering,  
Florida State University, 2007

Associate's Degree in Arts,  
Tallahassee Community College,  
2004

### Florida Certifications

TIN: V52252381  
Advanced WZTC / MOT  
Asphalt Paving – Level I & II  
Concrete Field Tech – Level I  
Concrete Field Specification I  
Earthwork Inspection – Levels I & II  
Final Estimates – Level I & II  
Stormwater Management

### National Certifications

ACI Concrete Field - Level I  
HAZMAT  
NRC Nuclear Gauge Safety  
OSHA Construction Safety & Health  
IMSA Traffic Signal Technician Level  
I & II  
OSHA 10-hour Construction Safety  
Training Course

### Design Programs

Math CAD  
TurboCAD  
AutoCAD  
AutoCAD Civil 3D  
MicroStation V8i SS4

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# Alvin Lubis

## Graduate Engineer II

Alvin Lubis recently graduated from the College of Engineering at Florida State University in 2016. He is responsible for preparing preliminary plans and construction documents for public sector clients, which includes the design and layout of roadway alignments, signing and pavement marking analysis, ITS, fiber network design, traffic signal design, roadway profiles, roadway cross sections, special details and design documentation.

**Lambda Rail Fiber Optic Network Design (Bay County, FL).** Designing construction plans to show a new fiber optic cable run from the Lambda Rail Connection Point building at 9926 Highway 20 in Bruce, Florida to the Florida State University Panama City Campus and Gulf Coast State College. Updating plan set to ensure compliance with the 2017 FDOT Standard Specifications for Road and Bridge Construction. Remaining in contact with several utility contractors to determine if additional utility construction has or will be constructed in areas of proposed fiber optic construction.

**Research for Dr. Roddenberry, Ph.D., P.E., Associate Professor under FDOT on SR-10 (US-90).** Four new bridges were constructed over Little River and Hurricane Creek in 2015. The main task was to inspect, record, and analyze the cracks of the in-service prefabricated and prestressed bridge elements. The bridges were constructed using a Prefabricated Bridge Element System (PBES) where all the superstructure was precasted offsite and erected in pieces onsite.

**Research for Dr. Kampmann, Ph.D., Assistant Professor in Teaching.** The objective of the research was to evaluate the usability of high alkali cements in Florida Class IV concrete per FDOT Standards. The data given from the concrete's temperature, shrinkage, compressive strength, sulfate expansion, chloride expansion, and surface resistivity had to be recorded and analyzed for evaluation.



**Duties & Responsibilities**  
Graduate Engineer

**Education**  
B.S. – Civil Engineering  
Florida State University, 2016

**Design Software**  
AutoCAD Civil 3D  
MicroStation V8i SS4

**Professional Associations**  
American Society of Civil Engineers  
Florida Engineering Society

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# Douglas Pritchard

## Associate Vice President, Project Administrator

Mr. Pritchard has over 23 years of professional experience in Construction Engineering and Inspection, and project administration.

### Relevant Project Experience

#### **SR 8 (I-10) from East of SR 87 to Okaloosa County Line (T3564; 432736-1-52-01).**

Serving as Project Administrator on this \$8.99 million, 260-day duration project, within Group 16E, to mill and resurface SR 8 (I-10) travel lanes, shoulders, and on/off ramps. Overbuild is included in the project for cross slope correction on SR 8 (I-10). In addition, this project includes guardrail upgrades, striping, and drainage.

#### **SR 10 (US 90) from Shoal River to Walton County Line (E3070; 432541-1-52-01).**

Serving as Project Administrator on one (1) of the four (4) projects within Group 16-E. A 90-day duration project to mill and resurface SR 10 (US 90) travel lanes and shoulders. This project also includes striping, guardrail improvements, drainage, and turnout construction.

**SR 10 (US 90) from Summertime Road to SR 4 (E3N74; 426969-1-52-01).** Serving as Project Administrator on one (1) of the four (4) projects, within Group 16-E. A 125-day duration project to mill and resurface SR 10 (US 90) travel lanes and shoulders. Overbuild is included in this project for cross slope correction in super-elevated areas. In addition the project includes striping, water blasting existing thermoplastic striping, guardrail upgrades, ditch pavement, and mitered-end sections (MES).

#### **SR 8 (I-10) from East of Santa Rosa County Line to East of CR 189 in Okaloosa County (T3552; 432737-1-52-01).**

Serving as Project Administrator on this \$3.67 million, 125-day duration project, within Group 16E, to mill and resurface SR 8 (I-10) travel lanes, shoulders, and on/off ramps. Overbuild is included in the project for cross slope correction on SR 8 (I-10). In addition, this project includes guardrail upgrades, striping, drainage, rumble strip reconstruction, and wildlife fence replacement.

#### **I-10 from east of SR 291 (Davis Hwy) to SR 10A (Scenic Hwy), in Escambia County (T3400; 222477-1-52-01).**

Serving as Project Administrator on this \$43.1 million, 850-day duration project to widen I-10 (from four to six travel lanes), widen Scenic Highway between Whisper Way and Northpointe Parkway, and

replace the Scenic Highway overpass over I-10. Besides constructing new travel lanes, this project also includes reconstructing interstate exit/entrance ramps, construction of drainage improvements (including five new stormwater retention ponds), new overpass bridge construction (two spans - total 214' long and 85' wide) traffic signals on Scenic Highway, new highway lighting, sound barrier walls (with auger cast pile foundations) adjacent to the interstate, asphalt pavement milling and resurfacing, and extensive earthwork construction. The project also involves utility relocation.

#### **SR 79/West Bay Bridge Area Improvement Project (AQV27; 217911-7-58-01).**

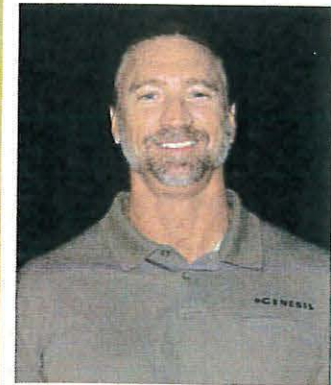
Served as Project Administrator on this \$1.65 million LAP project for Bay County, being administered by the City of Panama City Beach. This 300-day duration project included construction/ installation of highway lighting, intelligent transportation system (ITS) infrastructure (conduit, fiber optic cable, etc.), traffic signals with mast arms, mast arm drilled shaft foundations, closed circuit televisions (CCTVs), remote weather information system, sidewalks, ADA-compliant handrails, public parking, drainage improvements, stormwater retention ponds and landscaping.

**CR 2, Phase 3 from SR 83 to the Holmes County Line in Walton County (013-023; 428873-6-58-01).** Served as Project Administrator.

**SR 10 (US 90); Camp Branch Bridge; Bridge No. 520004 in Holmes County (T3413; 422908-1-52-01).** Served as Project Administrator.

**SR 85 (Eglin Parkway) from SR 30 (US98) to Richbourg Ave. in Okaloosa County.** Served as Project Administrator.

**CR1087 from SR10 to CR2A New Harmony Loop and Safety Project in Walton County.** Served as Project Administrator.



Tin # P63217768

**Education** B.S. in Business Administration – University of West Florida

A.S. in Business Administration – Okaloosa Walton Community College

### Qualifications & Certifications

Advanced MOT  
CTQP QC Manager  
CTQP Final Estimates 1 & 2  
FDEP Stormwater Erosion & Sedimentation Control Inspector  
FDOT Critical Structures  
Construction Issues - Self Study Course  
CTQP Asphalt Paving, Level 1 & 2  
CTQP Asphalt Plant, Level 2  
CTQP Concrete Field Tech 1  
CTQP Drilled Shaft Inspector,  
CTQP Pile Driving Inspector  
Manufacturer Trained Fiber Optic Cable Installation and Splicing  
FDOT Electronic Documentation Management Systems (EDMS)  
Multi-Line Earthwork, Basic & Advanced  
Primavera Project Planner (P3)  
SSPC C-3 Supervisor/  
Competent Person Training for the De-leading of Industrial Structures

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Crestview, FL 32536  
850.689.4428

DPritchard@GenesisCEI.com  
www.GenesisCEI.com





# William H. Klepac, P.E.

## Vice President, Senior Project Engineer

Mr. Klepac is a licensed professional civil engineer with over 27 years of experience in civil engineering, construction engineering and inspection, project management and contract administration. He is also a Florida Certified General Contractor.

### Relevant Project Experience

#### **I SR 8 (I-10) from East of SR 87 to Okaloosa County Line (T3564; 432736-1-52-01).**

Serving as Senior Project Engineer on this \$8.99 million, 260-day duration project, within Group 16E, to mill and resurface SR 8 (I-10) travel lanes, shoulders, and on/off ramps. Overbuild is included in the project for cross slope correction on SR 8 (I-10). In addition, this project includes guardrail upgrades, striping, and drainage.

#### **SR 10 (US 90) from Shoal River to Walton County Line (E3070; 432541-1-52-01).**

Serving as Senior Project Engineer on one (1) of the four (4) projects within Group 16-E. A 90-day duration project to mill and resurface SR 10 (US 90) travel lanes and shoulders. This project also includes striping, guardrail improvements, drainage, and turnout construction.

#### **SR 10 (US 90) from Summertime Road to SR 4 (E3N74; 426969-1-52-01).**

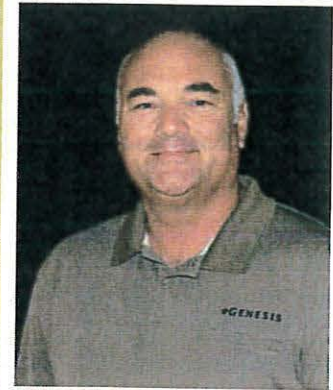
Serving as Senior Project Engineer on one (1) of the four (4) projects, within Group 16-E. A 125-day duration project to mill and resurface SR 10 (US 90) travel lanes and shoulders. Overbuild is included in this project for cross slope correction in super-elevated areas. In addition the project includes striping, water blasting existing thermoplastic striping, guardrail upgrades, ditch pavement, and mitered-end sections (MES).

#### **SR 8 (I-10) from East of Santa Rosa County Line to East of CR 189 in Okaloosa County (T3552; 432737-1-52-01).**

Serving as Senior Project Engineer on this \$3.67 million, 125-day duration project, within Group 16E, to mill and resurface SR 8 (I-10) travel lanes, shoulders, and on/off ramps. Overbuild is included in the project for cross slope correction on SR 8 (I-10). In addition, this project includes guardrail upgrades, striping, drainage, rumble strip reconstruction, and wildlife fence replacement.

**10 from east of SR 291 (Davis Hwy) to SR 10A (Scenic Hwy) in Escambia County, (T3400; 222477-1-52-01).** Serving as Senior Project Engineer on this \$43.1 million, 850-day duration project to widen I-10 (from four to six travel lanes), widen Scenic Highway between Whisper Way and Northpointe Parkway, and replace the Scenic Highway overpass over I-10. Besides constructing new travel lanes, this project also includes reconstructing interstate exit/entrance ramps, construction of drainage improvements (including five new stormwater retention ponds), new overpass bridge construction (two spans - total 214' long and 85' wide) traffic signals on Scenic Highway, new highway lighting, sound barrier walls (with auger cast pile foundations) adjacent to the interstate, asphalt pavement milling and resurfacing, and extensive earthwork construction. The project also involves utility relocation associated with the Scenic Highway roadway widening and overpass construction, as well as with interchange ramp reconstruction.

**SR 20 from Roberts Drive to Walton County Line in Okaloosa County and SR 20 from Okaloosa County Line to CR 83A in Walton County, (T3412; 424623-1-62-01 and 424623-2-62-01, 02, 03).** Serving as Senior Project Engineer on these two projects having a total construction cost of \$7.4 million. The Okaloosa County portion of this project includes 2.75 miles of milling and resurfacing, minor roadway widening, concrete sidewalk construction, ADA compliant curb ramps, installation of aluminum handrail, installation of guardrail, signing and pavement marking, and pedestrian signal installation. The Walton County portion of the project primarily consists of milling and resurfacing approximately 16.5 miles of two-lane, rural roadway, turn lane widening, and specific roadway and shoulder reconstruction. This project also includes grading and excavation; minor drainage construction (side-drain and cross-drain) with pipe lining; guardrail removal and installation; turf and sod installation; and signing and pavement marking.



Tin # K41292865

**Education** Bachelor of Civil Engineering – Auburn University, 1988

### Qualifications & Certifications

Licensed Professional Engineer (Registered 7/12/1993)  
AL (19348), FL (46920), MS (11807) & TX (85104)  
Florida Certified General Contractor #CGC1510600  
Advanced MOT  
CTQP Final Estimates 1 & 2  
FDEP Stormwater Erosion & Sedimentation Control Inspector  
FDOT Critical Structures Construction Issues - Self Study Course (12/3/2013)  
FDOT Auger Cast Pile Inspection Course – Self Study Course (1/19/2014)  
OSHA 10-Hour Construction Safety & Health

### Professional Associations

Florida Institute of Consulting Engineers – Transportation Committee, CEI Subcommittee  
Society of American Military Engineers - Life Member & Past President, Pensacola Post  
International Erosion Control Association

1697 East James Lee Blvd.  
Crestview, FL 32536  
850.689.4428

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www.GenesisCEI.com







**Mike Eads**  
**Project Manager/Technical Specialist**

Over the last 27 years and voluminous traffic signal, lighting, wireless, fiber optic and ITS projects, I have become an expert in the field of electric, electronic, fiber optics and communications infrastructure construction.

In my past I have worked my way from hands on field technician to Project Manager.

I can assure successful projects from planning to completion with my knowledge of assigning the correct task to the correct crew and vast prior experiences.

I have completed many projects in Florida, Georgia, Louisiana, North Carolina, South Carolina and Texas.

**RELEVANT EXPERIENCE**

Project Planning/Construction Management and execution of Commercial & Government Construction projects with extensive experience in Traffic Signal, Lighting, Fiber Optic Cable and ITS equipment including:

- Underground Infrastructure
- Fiber Optic Installation
- Traffic Signal Systems
- Traffic Signal Controllers
- Inductive Loops
- Video Detection
- GPS Time Clocks
- Dynamic Message Signs (DMS)
- Closed Circuit TV (CCTV) Cameras
- Multi-Point Video Distribution System (MVDS)
- Adaptive Traffic Systems
- Wireless Tower Sites
- Interstate High-Mast Lighting
- Highway Lighting

**Specific Projects**

Ocala County, Florida, Information Technology Department Maintenance Contract – Installed and designed fiber optic infrastructure system to existing county fiber optic system to county and municipal buildings.

Bay County School Board Maintenance Contract, Bay County, Florida, - Installed and designed fiber optic infrastructure system to existing School board fiber optic system to schools throughout Bay County.

Bay County, Florida, Information Technology Department Maintenance Contract – Installed and designed fiber optic infrastructure system to existing IT Infrastructure system to county and municipal buildings.

Bay County, Florida, Traffic Engineering Maintenance Contract – Installed and designed fiber optic infrastructure system to existing traffic signal systems and new ITS devices. Install new CCTV Systems, DMS Systems and Wireless Communications Systems.

FDOT District Three Bay County Advanced Traffic Management System – 6 Separate Phases – Construction of the Traffic Management Center, Underground Infrastructure, Traffic Signal Systems upgrades, ITS Construction and Installation of Devices.

FDOT District Three, Traffic Signal and Lighting Maintenance Contract. Over 250 Task Orders completed; traffic signal systems upgrades, concrete pole installations, school flashing beacon upgrades and installations, GPS master clock installations and high mast lighting maintenance and repair.

FDOT District Three, Tallahassee Regional Transportation Management Center (RTMC) Freeway Management System (FMS), and Telecommunications Infrastructure (TI) installed in Leon and Gadsden Counties, FL.

Louisiana DOTD's Intelligent Transportation System Phase 2; Backbone Infrastructure System and various ITS devices installed from Baton Rouge to Lafayette, Louisiana.

FDOT District Three Escambia-Pensacola Regional Transportation Management Center (RTMC) Freeway Management System (FMS) and Telecommunications Infrastructure (TI) in Escambia and Santa Rosa Counties, FL.

**Certifications**

- IMSA Traffic Signal Level III – Senior Bench Technician CC20735
- IMSA Fiber Optics for ITS Level I FO\_12279
- IMSA Traffic Signal Inspector for Advanced Technologies CC21279-1
- IMSA Traffic Signal Inspector SI\_12279
- FDOT Traffic Signal Inspector SI\_12279
- FDOT Advanced Maintenance of Traffic (Expiration 2/21/2018)
- Certified Fiber-Optics Systems Installer, National Tele. Certification Council CFSI-3350
- OSHA Construction and Safety Training Course. 001391161

Mike Eads  
1732 Mylisa Road  
Panama City, Florida 32409  
(O) 850-265-3179  
(E) Eadsjames@aol.com



## John Nance Communications Expert

Over the last 24 years and countless LAN/WAN fiber, Wireless and ITS projects, I have become an expert in the field of communications, specifically fiber optics and the significant role they play in our world today.

I apply a high level of technical expertise and hands on experience to assure successful projects from planning through completion.

I dedicate myself to keeping ahead of emerging technologies and strive for ongoing continuing education to assure my certifications remain current.

I have completed over 1000 projects in the United States, Central & South America, the Carribean and Europe.

### Relevant Experience

**Project Planning/Management and execution of Commercial Construction projects and extensive experience in specific ITS equipment including:**

Critical Network Path Distribution & Preservation  
Firewall and Security Measures  
Optics Selection and maintenance  
Patch Panel/Ethernet Distribution management  
Server Room Power Distribution management  
Manufacturers software and integration  
Highway Tolling and HOT Lane Networks  
Adaptive Traffic Systems  
Dynamic Message Signs (DMS)  
Closed Circuit TV (CCTV) Cameras  
Multi-Point Video Distribution System (MVDS)  
Autonomous Vehicle Communication Planning and Implimentation (Google)

**ITS Projects Completed for the Georgia Department of Transportation in:**

106 of the States Counties 159 Counties

**ITS Projects Completed for the Florida Department of Transportation in:**

39 of the States 67 Counties

**ITS Projects Completed for the N. Carolina Department of Transportation:**

21 of the States 100 Counties

**ITS Projects Completed for the S. Carolina Department of Transportation:**

12 of the States 46 Counties

**Wireless/PCS Tower Sites/Sprint Alabama**

**New installation, planning, design, and construction management for:**

180 sites in Birmingham  
65 sites in Huntsville

**Telecommunications**

**Engineering design, construction management and installation for:**

AT&T Long Haul - AL, GA, FL, NC, SC, TN, VA  
MCI - GA, FL, NC, SC, DC  
Time Warner - GA, TN, AZ, NE  
Bell South - AL, GA, MS, NC, SC  
Southern Light- FL, AL, GA, SC  
Google Fiber- GA, FL, TX, UT, CA

### Expertise Highlights And Certifications and Memberships

TS/SCA Credentialing  
EIA/TIA Registered and Certified  
Trainer and Technician  
Georgia Soil and Water  
Conservation Level 1A Certified

Certified Master Fiber Optic Installer,  
Splicing and Test Technician

Corning Network of Preferred Installers  
(NPI) Certified/1 million splices  
completed club.

BICSI Certification  
OSHA 40-Hour Safety and Health

Anritsu Certified OTDR Specialist  
Fujikura Certified Operator  
GarrettCom/Edge & Cisco  
Authorized Technician

BICSI Certified FO Technician

**Memberships**

ETA International  
IMSA  
BICSI  
Fiber Optics International (FOI)

**24 years experience in the field  
of Communications and Fiber  
Optics.**

John Nance  
PO Box 611388  
Rosemary Beach, Florida  
32461  
(o) 850.319.0848  
(e) jnance001@gmail.com





# *Specialized Telecom Services* *Okaloosa County*

## REFERENCES



**TAB 7**

### 1. FDOT, District Headquarters, Chipley

Cliff Johnson, District Traffic Operations  
Florida Department of Transportation, District Headquarters, Chipley  
Cliff.Johnson@dot.state.fl.us  
850-638-0250

### 2. Bay County

Keith Bryant, Public Works Director  
Bay County  
kbryant@baycountyfl.gov  
850-248-8306

### 3. City of Tallahassee

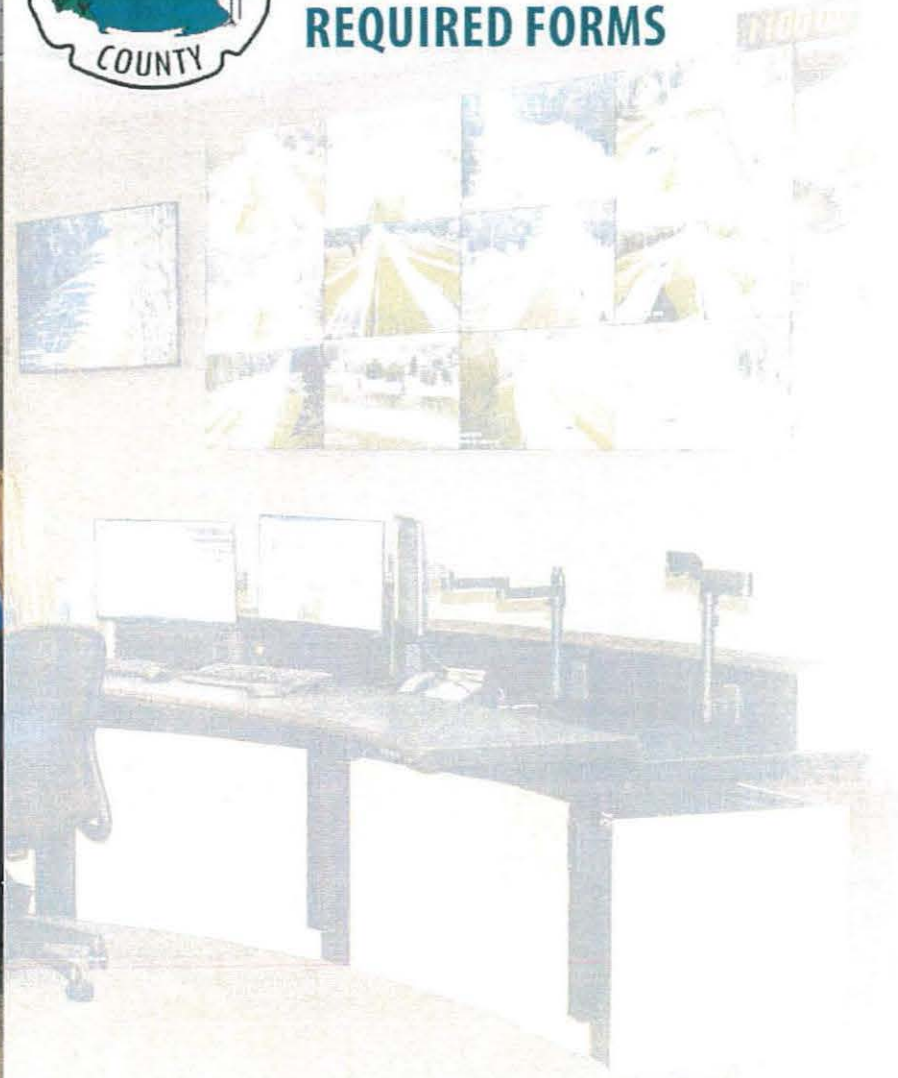
Wayne Bryan, Signal Systems Engineer  
City of Tallahassee  
Wayne.Bryan@talgov.com  
850-891-2080



# *Specialized Telecom Services* *Okaloosa County*

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## REQUIRED FORMS



**TAB 8**



## Exhibit "C"

### Title VI Clauses for Compliance with Nondiscrimination Requirements

#### Compliance with Nondiscrimination Requirements

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

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

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

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

**Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

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

**Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for

noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

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

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

reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

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

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

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

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

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

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

### **E-VERIFY**

Enrollment and verification requirements.

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

the Contractor shall use E-Verify to initiate verification of employment eligibility of

- a. All new employees.
  - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
  - ii. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
  - iii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 2009 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 2009 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of:
  - i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
  - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
  - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.



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

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

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

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

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
  - (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

CA #8



**BOARD OF COUNTY COMMISSIONERS  
AGENDA REQUEST**

**DATE:** December 5, 2017  
**TO:** Honorable Chairman and Distinguished Members of the Board  
**FROM:** Greg Kisela  
**SUBJECT:** Contract Approval - GGI, LLC dba Genesis - Specialized Telecom Services  
**DEPARTMENT:** Purchasing  
**BCC DISTRICT:** All

**STATEMENT OF ISSUE:** Request approval of the contract with GGI, LLC dba Genesis which was chosen to provide Specialized Telecom Services. (RFQ IT 71-17)

**BACKGROUND & ANALYSIS:** On October 3, 2017 the Board approved the request to begin contract negotiations with GGI, LLC dba Genesis for Specialized Telecom Services. The contract is now complete and is ready for the Chairman's signature. Staff requests approval of the contract with GGI, LLC dba Genesis.

**FUNDING SOURCE, (if Applicable):**  
Department #: TBD  
Account#: TBD  
Amount: TBD

**OPTIONS:** Approve/Deny

**RECOMMENDATION:** Request approval of the contract with GGI, LLC dba Genesis which was chosen to provide Specialized Telecom Services.

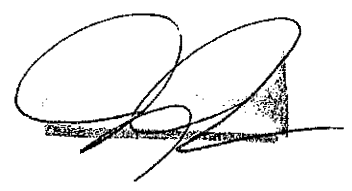
  
\_\_\_\_\_  
Greg Kisela, Purchasing Director 11/22/2017

**RECOMMENDED BY:**

  
\_\_\_\_\_  
John Hofstad, County Administrator 11/28/2017

**APPROVED BY:**

**SCANNED**




# PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: RFQ IT 11-17 Tracking Number: 211-18  
Procurement/Contractor/Lessee Name: GVI, LLC dba Genesis Grant Funded: YES \_\_\_ NO   
Purpose: Specialized Telecom Services  
Date/Term: 3 yrs w/two (2), one (1) yr renewal option 1.  GREATER THAN \$50,000  
Amount: \_\_\_\_\_ 2.  GREATER THAN \$25,000  
Department: IT 3.  \$25,000 OR LESS  
Dept. Monitor Name: Sambenedetto

## Purchasing Review

Procurement requirements are met:

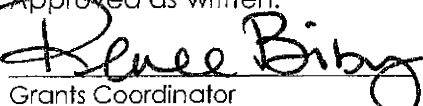
  
Purchasing Director or designee

Greg Kisela, DeRita Mason, Matthew Young

Date: 11/7/17

## 2CFR Compliance Review (if required)

Approved as written:


  
Grants Coordinator

Renee Biby

Date: 11/8/17

## Risk Management Review

Approved as written:

  
Risk Manager or designee

Laura Porter or Krystal King

Date: 11-14-17

## County Attorney Review

Approved as written:

County Attorney

See Approval Dated

Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Date: 11/7/17

Following Okaloosa County approval:

## Contracts & Grants

Document has been received:

Contracts & Grants Manager

Marcella Eubanks, Mindy Kovalsky, Ashley Endris

Date: \_\_\_\_\_

**Matthew Young**

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Tuesday, November 07, 2017 7:56 AM  
**To:** Matthew Young  
**Cc:** Lynn Hoshihara  
**Subject:** RE: Contract Review: GGI, LLC dba Genesis

This is approved for legal purposes.

---

**From:** Matthew Young [mailto:myoung@co.okaloosa.fl.us]  
**Sent:** Tuesday, November 07, 2017 8:51 AM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** RE: Contract Review: GGI, LLC dba Genesis  
**Importance:** High

That's like an (A- / B+) ☺  
Not too bad! Please see the revisions, attached.

Respectfully,



**Matthew Young**  
Contracts & Lease Coordinator  
Okaloosa County Purchasing Department

Tel: (850) 689-5960 | Fax: (850) 689-5970  
[myoung@co.okaloosa.fl.us](mailto:myoung@co.okaloosa.fl.us) | [www.co.okaloosa.fl.us/](http://www.co.okaloosa.fl.us/)  
5479 Old Bethel Rd, Suite A | Crestview, FL 32536

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---

**From:** Parsons, Kerry [mailto:KParsons@ngn-tally.com]  
**Sent:** Monday, November 06, 2017 5:43 PM  
**To:** Matthew Young <[myoung@co.okaloosa.fl.us](mailto:myoung@co.okaloosa.fl.us)>  
**Cc:** Lynn Hoshihara <[lhoshihara@co.okaloosa.fl.us](mailto:lhoshihara@co.okaloosa.fl.us)>  
**Subject:** RE: Contract Review: GGI, LLC dba Genesis

My only revisions are below:

**ARTICLE EIGHT  
TERMINATION OR SUSPENSION**

8.1. Consultant shall be considered in material default of this Contract and such default will be considered cause for County to terminate this Contract, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Contract within a reasonable time after issuance of the Notice(s) to Proceed of a Notice to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by County pursuant to this Contract, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by



Consultant or by any of Consultant's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Contract, or (f) for any other just cause. The County may so terminate this Contract, in whole or in part, by giving the Consultant seven (7) calendar days' written notice.

Change the second notice to proceed to a "Task Order".

#### **ARTICLE TWENTY-FOUR MODIFICATION OF SCOPE OF WORK**

24.1. It is the intent of this Contract that County shall from time to time issue Notice to Proceeds for Consultant to perform work. Notice to Proceeds shall be duly approved by the County prior to issuance. Consultant shall expediently perform such work within the schedule indicated in the work order in accordance with Article Four above. Consultant shall timely cooperate with County Representative in negotiating the cost and schedule of said work orders prior to submission to the County for approval. The County reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Contract.

Change the first to Task Order and the second to Notice to Proceed and Task Order.

4. Payments will be made for services rendered on no more than on a monthly basis, within thirty (30) days of submittal of an approvable invoice. The number of the Notice to Proceed pursuant to which the services have been provided shall appear on all invoices. All invoices shall be reasonably substantiated, identify the services rendered and must be submitted in triplicate in a form and manner required by County.

Change to Task order.

---

**From:** Matthew Young [<mailto:myoung@co.okaloosa.fl.us>]  
**Sent:** Monday, November 06, 2017 1:14 PM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** RE: Contract Review: GGI, LLC dba Genesis

Good afternoon, Ms. Parsons.

Attached is the contract for RFQ IT 71-17 (Specialized Telecom Services). Would you please review? I added an additional article for the duration of the contract. If possible, I'd like to have it go in front of the BCC on 11/21.

Respectfully,



**Matthew Young**  
Contracts & Lease Coordinator  
Okaloosa County Purchasing Department

Tel: (850) 689-5960 | Fax: (850) 689-5970  
[myoung@co.okaloosa.fl.us](mailto:myoung@co.okaloosa.fl.us) [www.co.okaloosa.fl.us](http://www.co.okaloosa.fl.us)  
5479 Old Bethel Rd, Suite A, Crestview, FL 32536

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---

**From:** Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]  
**Sent:** Saturday, November 04, 2017 5:52 PM  
**To:** Matthew Young <[myoung@co.okaloosa.fl.us](mailto:myoung@co.okaloosa.fl.us)>  
**Cc:** Lynn Hoshihara <[lhoshihara@co.okaloosa.fl.us](mailto:lhoshihara@co.okaloosa.fl.us)>  
**Subject:** RE: Contract Review: GGI, LLC dba Genesis

Hey Matthew:

It should be Task Orders, although NTP may be given for a task order. The term language you have below looks fine. Make sure to plaster all over the contract, as I started doing with DeRita the week before last for one of her procurements, that the contract is a draft, subject to revisions and that it should not be executed.

Let me know if you have any questions.

---

**From:** Matthew Young [<mailto:myoung@co.okaloosa.fl.us>]  
**Sent:** Wednesday, November 01, 2017 4:36 PM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** Contract Review: GGI, LLC dba Genesis

Good afternoon. I hope you both had a great Halloween. ☺

Ms. Parsons,

I have included a draft of the contract for RFQ IT 71-17. The solicitation says this is task order driven. Before I replaced NTP within the document, I wanted to confirm with you.

I'm also waiting on a reply from IT regarding the NTE amount within Schedule "A".

Lastly, Can I input the duration of the contract under **Article Eight** (Termination or Suspension)?

***Duration of Contract and Termination of the Contract***

*The Contract will be valid when fully executed by both parties and dated above.*

*The term of this Contract shall be from the date as set forth at the beginning of this Contract and continue for three (3) years. The parties have the option to renew for two (2) additional one (1) year periods upon agreement in writing and execution by both parties and upon advance notice of ninety (90) days.*

The County may terminate the Contract for convenience at any time by providing thirty (30) calendar days written notice to the Contractor. If terminated, Contractor shall be owed for materials provided and accepted by the County up until the point of termination.

The County may terminate this Agreement in whole or part for cause, if the County determines that the performance of the Contractor is not satisfactory, the County shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the County may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

Respectfully,



**Matthew Young**  
Contracts & Lease Coordinator  
Okaloosa County Purchasing Department

Tel: (850) 689-5960 | Fax: (850) 689-5970  
[myoung@co.okaloosa.fl.us](mailto:myoung@co.okaloosa.fl.us) [www.co.okaloosa.fl.us](http://www.co.okaloosa.fl.us)  
5479 Old Bethel Rd, Suite A, Crestview, FL 32536

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

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : ggi\* llc\***  
**Record Status: Active**

<b>ENTITY</b> GGI, LLC	Status:Active
DUNS: 873171466 +4:	CAGE Code: 57HK1 DoDAAC:
Expiration Date: Jun 20, 2018	Has Active Exclusion?: No Debt Subject to Offset?: No
Address: 2507 Callaway Rd Ste 100	
City: Tallahassee	State/Province: FLORIDA
ZIP Code: 32303-5268	Country: UNITED STATES

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : ggi\* llc\***  
**Record Status: Active**

<b>ENTITY</b> GGI, LLC	Status:Active
DUNS: 873171466 +4:	CAGE Code: 57HK1 DoDAAC:
Expiration Date: Jun 20, 2018	Has Active Exclusion?: No Debt Subject to Offset?: No
Address: 2507 Callaway Rd Ste 100	
City: Tallahassee	State/Province: FLORIDA
ZIP Code: 32303-5268	Country: UNITED STATES