

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/18/2023

Contract/Lease Control #: C23-3292-TDD

Procurement#: ITQ 02-23

Contract/Lease Type: CONTRACT-AGREEMENT

Award To/Lessee: CRANE ASSOCIATES, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/18/2023

Expiration Date: 04/30/2023

Description of: CHOCTAWHATCHEE BAY ESTUARY, ECONOMIC IMPACT ANALYSIS

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

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

Closed: _____

CC: BCC RECORDS

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

Procurement/Contract/Lease Number: ITA 02-23 Tracking Number: 4962-23
Procurement/Contractor/Lessee Name: Crono Associates Grant Funded: YES NO
Purpose: Chocowatche Bay Estuary Program Analysis
Date/Term: 4-30-2023 1. GREATER THAN \$100,000
Department #: _____ 2. GREATER THAN \$50,000
Account #: _____ 3. \$50,000 OR LESS
Amount: 24,998.00
Department: TDD Dept. Monitor Name: Adams

Purchasing Review

Procurement or Contract/Lease requirements are met:
White Man Date: 10-26-22
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: see email attached Grant Name: Restore Act
Grants Coordinator Suzanne Ulloa Date: _____

Risk Management Review

Approved as written: see email attached Date: 10-27-22
Risk Manager or designee Kristina LoFria

County Attorney Review

Approved as written: see email attached Date: 10-28-22
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Lynn Hoshihara
Sent: Friday, October 28, 2022 1:27 PM
To: DeRita Mason
Subject: Re: ITQ 02-23 Crane Draft Contract
Attachments: Crane Draft agreement10.28.22.docx

DeRita,

With the attached changes, this is approved.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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

From: DeRita Mason
Sent: Thursday, October 27, 2022 2:24 PM
To: Lynn Hoshihara
Cc: Lydia Garcia; 'Parsons, Kerry'
Subject: ITQ 02-23 Crane Draft Contract

Good afternoon,
Please review and approve the attached.
Thank you,

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road

DeRita Mason

From: Lydia Garcia
Sent: Thursday, October 27, 2022 4:54 PM
To: DeRita Mason
Cc: Lynn Hoshihara; Kerry Parsons
Subject: FW: ITQ 02-23 Crane Draft Contract
Attachments: Crane Associates.pdf; Crane Draft agreement10_27_22.docx

The attached ITQ 02-23 is approved by Risk Management for insurance purposes.



Kind Regards,

Lydia Garcia
Public Records Request & Contracts Specialist

OKALOOSA COUNTY BCC

Risk Management
Direct: 850.689.4111
Fax: 850.689.5973 |
Email: riskinfo@myokaloosa.com

302 N. Wilson St. Suite 301
Crestview, FL 32539

<https://myokaloosa.com/>

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, October 27, 2022 1:25 PM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Lydia Garcia <lgarcia@myokaloosa.com>; 'Parsons, Kerry' <KParsons@ngn-tally.com>
Subject: ITQ 02-23 Crane Draft Contract

Good afternoon,
Please review and approve the attached.
Thank you,

DeRita Mason

DeRita Mason

From: Suzanne Ulloa
Sent: Wednesday, October 26, 2022 3:24 PM
To: DeRita Mason
Subject: FW: Crane Agreement
Attachments: RE: Crane Agreement; Crane Associates.pdf; Crane Draft agreement.docx

Approved, Craned signed off on the Gulf Consortium documents required.

Suzanne Ulloa

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



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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, October 25, 2022 9:03 AM
To: Suzanne Ulloa <sulloa@myokaloosa.com>
Subject: Crane Agreement

Suzanne,
Please see attached for your review.
It is using Restore Act Spill Impact Component Funds.

I attached an email with some thoughts from Jane, I have not incorporated them yet, but will after you review and advise.

Thank you,

DeRita Mason



Board of County Commissioners Purchasing Department

State of Florida

Date: October 21, 2022

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
ITQ TDD 02-23

Choctawhatchee Bay Estuary, Economic Impact & Valuation Analysis

Okaloosa County would like to thank all businesses, which submitted quotes for Choctawhatchee Bay Estuary, Economic Impact & Valuation Analysis. (ITQ TDD 02-23)

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

Crane Associates, Inc.
21 Ivy Lane, Ste. 202
Burlington, VT 05408

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

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

Respectfully,

A handwritten signature in blue ink that reads "Jeffrey Hyde".

Jeffrey Hyde
Purchasing Manager



INVITATION TO QUOTE (ITQ) & PROPOSER'S ACKNOWLEDGEMENT

ITQ TITLE: Choctawhatchee Bay Estuary, Economic Impact & Valuation Analysis
ITQ NUMBER: ITQ TDD 02-23

ISSUE DATE: October 3, 2022
LAST DAY FOR QUESTIONS: October 10, 2022 3:00 P.M. CST
ITQ OPENING DATE & TIME: October 18, 2022 3:00 P.M. CST

NOTE: QUOTES RECEIVED AFTER THE QUOTE OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a quote on the above referenced goods or services. All terms, specifications and conditions set forth in this ITQ are incorporated into your response. A quote will not be accepted unless all conditions have been met. Interested proposers desiring consideration shall submit their quote and necessary documents electronically via Vendor Registry by the time and date listed above. All quotes must have an authorized signature in the space provided below. Quotes may not be withdrawn for a period of sixty (60) days after the quote opening unless otherwise specified

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID. ALL BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME: CRANE ASSOCIATED INC
MAILING ADDRESS: 21 IVY LAKE St apt
CITY, STATE, ZIP: Burlington, VT 05408
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 20-8393046
TELEPHONE NUMBER: 802-777-3720 EXT: FAX:
EMAIL: Michael@CraneAssociates.us

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

AUTHORIZED SIGNATURE: [Signature] TYPED OR PRINTED: Michael CRANE
NAME: TITLE: President DATE: 10-15-22

32MQ5

CRANE ASSOCIATES, INC.

Unique Entity ID TCVDCJKTZ311	CAGE / NCAGE 3ZMQ5	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Aug 5, 2023	
Physical Address 21 Ivy LN # 202 Burlington, Vermont 05408-2623 United States	Mailing Address 21 Ivy LN #202 Burlington, Vermont 05408-2623 United States	

Doing Business As (blank)	Division Name (blank)	Division Number (blank)
Congressional District Vermont 00	State / Country of Incorporation Vermont / United States	URL (blank)

Registration Dates		
Activation Date Aug 19, 2022	Submission Date Aug 5, 2022	Initial Registration Date Aug 18, 2004

Entity Dates	
Entity Start Date Jan 1, 2002	Fiscal Year End Close Date Dec 30

Immediate Owner	
CAGE (blank)	Legal Business Name (blank)

Highest Level Owner	
CAGE (blank)	Legal Business Name (blank)

Executive Compensation

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

Proceedings Questions

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

Active Exclusions Records?
No

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

Socio-Economic Types**Self Certified Small Disadvantaged Business**

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

Accepts Credit Card Payments

No

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

3ZMQ5

Electronic Business**2**
MICHAEL Crane**21 Ivy Lane
Suite 202
Burlington, Vermont 05408
United States**

Government Business**2**
MICHAEL CRANE**21 Ivy Lane
Suite 202
Burlington, Vermont 05408
United States**

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541690	Other Scientific And Technical Consulting Services
	541611	Administrative Management And General Management Consulting Services
	541620	Environmental Consulting Services
	541720	Research And Development In The Social Sciences And Humanities
	541910	Marketing Research And Public Opinion Polling

Product and Service Codes

PSC	PSC Name
B505	Special Studies/Analysis- Cost Benefit
B507	Special Studies/Analysis- Economic
B513	Special Studies/Analysis- Feasibility (Non-Construction)
B525	Special Studies/Analysis- Natural Resource
B527	Special Studies/Analysis- Recreation
B545	Special Studies/Analysis- Housing/Community Development

This entity does not appear in the disaster response registry.

DeRita Mason

From: Brian Underwood
Sent: Thursday, October 20, 2022 8:19 AM
To: DeRita Mason
Cc: Jane Evans
Subject: RE: ITQ TDD 02-23

DeRita:

The proposal from Crane Associates, in response to ITQ TDD 02-23, is acceptable. The Pot 3 RESTORE award to Okaloosa County contains funds which may be used to cover the cost of this project. Please proceed with posting the ITA at your convenience.

Thanks,

Brian

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, October 20, 2022 6:44 AM
To: Brian Underwood <bunderwood@myokaloosa.com>
Cc: Jane Evans <jevans@myokaloosa.com>
Subject: RE: ITQ TDD 02-23

Brian,
Thank you, the next step is to put on the ITA.
Do I have permission to do that?

DeRita Mason



DeRita Mason, CPPB, NIGP-CFP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
CRANE ASSOCIATES, INC

Filing Information

Document Number	P22000065831
FEI/EIN Number	NONE
Date Filed	08/22/2022
Effective Date	08/20/2022
State	FL
Status	ACTIVE

Principal Address

2731 BLUE HERON VILLAGE
DELAND, FL 32720

Mailing Address

2731 BLUE HERON VILLAGE
DELAND, FL 32720

Registered Agent Name & Address

CRANE, MICHAEL D
2731 BLUE HERON VILLAGE
DELAND, FL 32720

Officer/Director Detail

Name & Address

Title PRES

CRANE, MICHAEL D
2731 BLUE HERON VILLAGE
DELAND, FL 32720

Annual Reports

No Annual Reports Filed

Document Images

[08/22/2022 -- Domestic Profit](#) [View image in PDF format](#)

**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA
AND CRANE ASSOCIATES, INC.
CONTRACT ID C23-3292-TDD**

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made this 15th, day of Nov., 2022, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the “County”), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and Crane Associates, Inc., a Florida Profit Corporation, whose address is 2731 Blue Heron Village, Deland, FL 32720, VT 05408 authorized to do business in the State of Florida (hereinafter referred to as “Contractor”) whose Federal I.D. # is 20-8393046.

RECITALS

WHEREAS, the County is in need of a contractor to provide Choctawhatchee Bay Estuary, Economic Impact & Valuation Analysis (“Services”); and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County obtained written quotes from contractors to perform these Services. A copy of Contractor’s quote is included as Attachment “A”; and

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

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of twenty four thousand, nine hundred ninety-eight Dollars (\$ 24,998.00), as further detailed below.

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

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

The following documents are attached to this Agreement and are incorporated herein.

Attachment “A” – ITQ TDD 02-23 and Contractor’s Quote;

Attachment “B” – Insurance Requirements;

Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities

2. Services. Contractor agrees to perform the following services, Choctawhatchee Bay Estuary, Economic Impact & Valuation Analysis. The Services to be provided are further detailed in the Contractor’s proposal attached as Attachment “A” and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County’s needs

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

3. Term and Renewal. The term of this Agreement shall begin when all parties have signed and continue until April 30, 2023, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

4. Revenue/Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of twenty four thousand, nine hundred ninety-eight Dollars (\$ 24,998.00). Payments will be made based on the following schedule:

Completion of Task 1-3: \$5,198.00
Completion of Task 4-6: \$15,240.00
Completion of Task 7-8: \$4,500.00

- a. Contractor shall submit an invoice to the County upon completion of project. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.
- b. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- c. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission and the State of Florida's Legislature.

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

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

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

7. Termination and Remedies for Breach.

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

voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

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

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

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

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

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

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

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

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

If to the County:	Jennifer Adams, Director Tourist Development Department 1540 Miracle Strip, Parkway SE Fort Walton Beach, FL 32548 850-651-7131 jadams@myokaloosa.com	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:	Michael Crane, President Crane Associates, Inc. 21 Ivy Lane, Ste 202 Burlington, VT 05408 802-777-3720 michael@craneassociates.us	

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

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

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

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

- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be

pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

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

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

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

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

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

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

18. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's

employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

27. Grant Required Language. Per the RESTORE sub-recipient agreement No. 20090033.01, Section 7.C., the Final Report shall include the disclaimer: “This publication was prepared by Okaloosa County using Federal Funds under award GNTSP20FL0090 from the Restore Council. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council.”

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

CRANE ASSOCIATES, INC.:



Signature

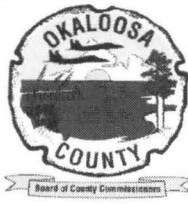
TITLE: President

OKALOOSA COUNTY, FLORIDA

BY: Jeffrey A Hyde
Jeffrey Hyde, Purchasing Manager

Digitally signed by
Jeffrey A Hyde
Date: 2023.01.18
16:24:49 -06'00'

Attachment "A"
Quote from Vendor/Deliverables Breakdown/Timeline



INVITATION TO QUOTE (ITQ) & PROPOSER'S ACKNOWLEDGEMENT

ITQ TITLE: Choctawhatchee Bay Estuary, Economic Impact & Valuation Analysis
ITQ NUMBER: ITQ TDD 02-23

ISSUE DATE: October 3, 2022
LAST DAY FOR QUESTIONS: October 10, 2022 3:00 P.M. CST
ITQ OPENING DATE & TIME: October 18, 2022 3:00 P.M. CST

NOTE: QUOTES RECEIVED AFTER THE QUOTE OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a quote on the above referenced goods or services. All terms, specifications and conditions set forth in this ITQ are incorporated into your response. A quote will not be accepted unless all conditions have been met. Interested proposers desiring consideration shall submit their quote and necessary documents electronically via Vendor Registry by the time and date listed above. All quotes must have an authorized signature in the space provided below. Quotes may not be withdrawn for a period of sixty (60) days after the quote opening unless otherwise specified

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

COMPANY NAME CRANE ASSOCIATES INC
MAILING ADDRESS 21 IVY LANE St 202
CITY, STATE, ZIP Burlington, VT 05408
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 20-8393046
TELEPHONE NUMBER: 802-777-3720 EXT: _____ FAX: _____
EMAIL: Michael@Craneassociates.us

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

AUTHORIZED SIGNATURE: [Signature] TYPED OR PRINTED Michael CRANE
NAME
TITLE: President DATE: 10-15-22

**NOTICE TO FORMAL QUOTE
ITQ TDD 02-23**

The Okaloosa County Board of County Commissioners requests quotes from respondents for Choctawhatchee Bay Estuary, Economic Impact & Valuation Analysis. The County desires services of a qualified respondent with proven performance as outlined in the Quote Requirements section of this packet.

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

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

Unless otherwise stipulated in the bid/bid description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until **3:00 P.M. (CST) October 18, 2022** at which time all timely submitted bids will be opened and reviewed. The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting Agreement that is in its best interest and its decision shall be final.

For solicitation information, please contact:

DeRita Mason, Sr. Contracts and Leases Coordinator

dmason@myokaloosa.com , 850-689-5960

Jeffrey Hyde
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS
MEL PONDER, CHAIRMAN

QUOTE REQUIREMENTS

ITQ TDD 02-23

CHOCTAWHATCHEE BAY ESTUARY, ECONOMIC IMPACT & VALUATION ANALYSIS

SCOPE OF WORK

The Choctawhatchee Bay Estuary Program seeks professional services for the development of an economic valuation to define and quantify the economic and ecosystem service values of the Choctawhatchee Bay. The established market region for the study will include Holmes, Washington, Okaloosa, and Walton Counties. These counties are within the Choctawhatchee Bay watershed and are party to an interlocal agreement which established the Choctawhatchee Bay Estuary Coalition.

Advanced, computer-based economic models and techniques will be utilized for conducting the analysis. The proposed project will complement the development of a Comprehensive Conservation and Management Plan for the Choctawhatchee Bay Estuary, currently underway through the Choctawhatchee Bay Estuary Program. Procurement for this project will conform to Title 2, Code of Federal Regulations Part 200, and to the provisions of the Okaloosa County Purchasing Manual.

The project will identify and describe the economy within the market region, and highlight the direct drivers or pathways linking the Choctawhatchee Bay and the regional economy. Additionally, this project will provide analysis of the potential contributions of the Choctawhatchee Bay Estuary Program to the market region, including theoretical return on investment by the organization, as well as an economic valuation of the ecosystem services attributable to and supported by the Choctawhatchee Bay and surrounding habitats. A quantifiable understanding of the correlation between the value of the Bay and the role of the Choctawhatchee Bay Estuary Program in providing stewardship for the natural resources is pivotal to inform the policy decisions of the Estuary Program.

Outcomes of the economic valuation project will illustrate the correlation between a healthy Choctawhatchee Bay Estuary and a vibrant regional economy. The focus for the project is on determining the direct, indirect, and induced economic values attributable to the Choctawhatchee Bay. Quantifying these values will serve to emphasize the region's reliance on the Choctawhatchee Bay, and the importance of financial investment in stewardship efforts, to be achieved through a sustainable Choctawhatchee Bay Estuary Program and implementation of the Comprehensive Conservation and Management Plan recommendations.

Contracted Tasks and Deliverables Expected:

- Literature review, data acquisition, verification;
- Statistical analysis and descriptive quantitative analysis;
- Economic valuation, impact analysis, and modeling with platforms such as REMI, IMPLAN, InVEST, or equivalent;
- Develop estuarine ecosystem services and land use models; synthesize and describe modeling results;
- Develop and administer stakeholder survey; perform analysis of survey results and stakeholder feedback;
- Recommendations report development based on results of modeling and analysis;
- Delivery of draft report with literature review;
- Delivery of final economic impact and valuation analysis report.

TERM:

The Agreement will begin when all parties have signed and continue until April 30, 2023.

By submitting a response to this ITQ, Vendor acknowledges that any contract awarded as a result of this ITQ shall be contingent upon the annual appropriation of funds by the County and/or award of grant funding.

GRANT REQUIREMENTS:

Some if not all of the contractual services provided may be funded using State and/or Federal grant dollars. In order to comply with the grant regulations, including Federal grant regulations, additional rules and regulations will apply. See General Grant Funding Conditions Certification, attached to this ITQ. Upon receipt of any grant funds, further special conditions may apply which the Vendor by submitting the ITQ agrees to follow.

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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 on all Workers Compensation Clauses.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

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

County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. Okaloosa County Board of County Commissioners shall be listed as an Additional Insured by policy endorsement on all policies applicable to this agreement except Worker's Compensation. A waiver of subrogation is required on all policies

BUSINESS AUTOMOBILE LIABILITY

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

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

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

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

- | | | |
|----|---------------------------------|--|
| 3. | Commercial General Liability | \$1,000,000 each occurrence
for Bodily Injury & Property Damage
\$1,000,000 each occurrence Products and
completed operations |
| 4. | Personal and Advertising Injury | \$1,000,000 each occurrence |

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

CERTIFICATE OF INSURANCE

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

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

GENERAL TERMS

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

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

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

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

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

EXCESS/UMBRELLA INSURANCE

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

GENERAL FORMAL QUOTE CONDITIONS

- 1. PRE-QUOTE ACTIVITY** - Proposers 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 via vendor registry:

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

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

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

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

- 2. PREPARATION OF QUOTE** – The quote forms are included with the solicitation documents. Additional copies may be obtained from the County. The proposer shall submit quotes in accordance with the public notice.

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

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

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

A quote submitted by an individual shall show the proposer's name and official address.

A quote submitted by a joint venture shall be executed by each joint venture in the manner indicated on the quote form. The official address of the joint venture must be shown below the signature. It is preferred that all signatures be in blue ink with the names type or printed below the signature. Okaloosa County does not accept electronic signatures.

The quote 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 quote shall be shown.

If the proposer is an out-of-state corporation, the quote shall contain evidence of proposer's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the quote form. Proposer shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

3. **INTEGRITY OF QUOTE DOCUMENTS** – Proposer's shall use the original quote documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the quote documents if sufficient space is not available. Any modifications or alterations to the original quote documents by the proposer, whether intentional or otherwise, will constitute grounds for rejection of a quote. Any such modification or alteration that a proposer wish to propose must be clearly stated in the proposer's response in the form of an addendum to the original quote documents.
4. **SUBMITTAL OF QUOTE** – A quote shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents. The response submitted should be **one (1)** completed document, unless otherwise specified within the solicitation.
5. **MODIFICATION & WITHDRAWAL OF QUOTE** - A quote may be modified or withdrawn by an appropriate document duly executed in the manner that a quote must be executed and delivered to the place where quotes are to be submitted prior to the date and time for the opening of quotes.

If within 24 hours after quotes are opened any proposer 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 quote, that proposer may withdraw its quote, and the quote security may be returned. Thereafter, if the work is requote, that proposer will be disqualified from 1) further quoting on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.
6. **QUOTES TO REMAIN SUBJECT TO ACCEPTANCE** – All quotes will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the quote opening.
7. **IDENTICAL TIE QUOTES** – In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.
8. **CONDITIONAL & INCOMPLETE QUOTES** - Okaloosa County specifically reserves the right to reject any conditional quote and quote which make it impossible to determine the true amount of the quote.
9. **PRICING** – The quote price shall include all equipment, labor, materials, freight, taxes etc. Okaloosa County reserves the right to select that quote most responsive to our needs.

- 10. ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this quote or resulting contract when deemed to be in the County’s best interest.
- 11. SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Proposer shall clearly list any change in the manufacturer’s specifications which conflict with the quote specifications. Proposer must also explain any deviation from the formal quote specification in writing, as a foot note on the applicable quote page and enclose a copy of the manufacturer’s specifications data detailing the changed item(s) with their quote. Failure of the proposer to comply with these provisions will result in proposers being held responsible for all costs required to bring the equipment in compliance with quote specifications.
- 12. 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 quote throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
- 13. DISQUALIFICATION OF PROPOSERS** - Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of its quote:
- a. Submission of more than one quote for the same work from an individual, firm or corporation under the same or different name.
 - b. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
 - c. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant has been reinstated as a qualified proposer.
 - 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 formal quote.
 - f. Default under previous contract.
 - g. Listing of the proposer by any Local, State or Federal Government on its barred/suspended vendor list.

14. AWARD OF FORMAL QUOTE

- A. **Okaloosa County Review** - Okaloosa County designated Staff will review all quotes and will participate in the Recommendation to Award.
- B. The County will award the quote to the responsive and responsible vendor(s) with the highest responsive quote(s), and the County reserves the right to award the quote to the proposer submitting a responsive quote with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all quotes or to waive

any irregularity or technicality in quotes received. Okaloosa County shall be the sole judge of the quote and the resulting negotiated agreement that is in its best interest and its decision shall be final.

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

D. Okaloosa County specifically reserves the right to reject any conditional quotes and will normally reject those which made it impossible to determine the true amount of the quote.

- 15. DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a quote to provide goods or services to a public entity, may not submit a quote with a public entity for the construction or repair of a public building or public work, may not submit quotes 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.
- 16. PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a proposer 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.
- 17. CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposer s must disclose with their quotes 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 proposers must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.
- Note: For proposer’s convenience, this certification form is enclosed and is made a part of the quote package.**
- 18. REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Quotes will not be considered from proposers who are currently involved in official financial reorganization or bankruptcy proceedings.
- 19. INVESTIGATION OF PROPOSER** – The County may make such investigations, as it deems necessary to determine the stability of the proposer to perform the work and that there is no conflict of interest as it relates to the project. The proposer shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
- 20. CONE OF SILENCE CLAUSE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**Cone of Silence Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Quotes, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

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

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

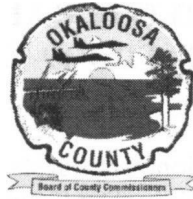
- 21. REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed quotes, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the quotes, proposals, or final replies, whichever is earlier.
- 22. COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Proposer shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Proposer: (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 proposer upon termination of the contract.
- 23. 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 proposer 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.

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

- 24. SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Proposer 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 Proposer, but Proposer 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 Proposer is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
- 25. FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the , the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the proposer responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the proposer from the quote list for duration of one (1) year, at the option of the County.

26. **AUDIT** - If requested, proposer shall permit the County or an authorized, independent audit agency to inspect all data and records of proposer relating to its performance and its subcontracts under this quote from the date of the award through three (3) years after the expiration of contract.
27. **EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION** – Proposer will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
28. **NON-COLLUSION** – Proposer 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 proposers. See Florida Statute 838.22.
29. **UNAUTHORIZED ALIENS/PATRIOT’S ACT** – The knowing employment by proposer 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 proposer is notified or becomes aware of such default, the proposer shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Proposer’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. Proposer 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.
30. **CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA**- Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the department of State for Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their quote package to the County. For more information on doing business in the state of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>.
31. The following documents are to be submitted with the qualifications packet. Failure to provide required forms may result in contractor disqualification.

- | | |
|------------------------|--|
| RESPONSE DOCUMENT #1: | DRUG-FREE WORKPLACE CERTIFICATION |
| RESPONSE DOCUMENT #2: | CONFLICT OF INTEREST |
| RESPONSE DOCUMENT #3: | FEDERAL E-VERIFY |
| RESPONSE DOCUMENT #4: | CONE OF SILENCE FORM |
| RESPONSE DOCUMENT #5: | INDEMNIFICATION AND HOLD HARMLESS |
| RESPONSE DOCUMENT #6: | ADDENDUM ACKNOWLEDGEMENT |
| RESPONSE DOCUMENT #7: | COMPANY DATA |
| RESPONSE DOCUMENT #8: | SYSTEM AWARD MANAGEMENT FORM |
| RESPONSE DOCUMENT #9: | LIST OF REFERENCES |
| RESPONSE DOCUMENT #10: | CERTIFICATION REGARDING LOBBYING |
| RESPONSE DOCUMENT #11: | SWORN STATEMENT – PUBLIC ENTITY CRIMES |
| RESPONSE DOCUMENT #12: | GOVERNMENTAL DEBARMENT & SUSPENSION |
| RESPONSE DOCUMENT #13: | VENDORS ON SCRUTINIZED COMPANIES LIST |
| RESPONSE DOCUMENT #14: | GRANT FUNDED CLAUSES |
| RESPONSE DOCUMENT #15: | BUY AMERICAN CERTIFICATE |
| RESPONSE DOCUMENT #16: | QUOTE SHEET |
| RESPONSE DOCUMENT #17: | GULF CONSORTIUM GRANT CLAUSES |



INVITATION TO QUOTE (ITQ) & PROPOSER'S ACKNOWLEDGEMENT

ITQ TITLE:

Choctawhatchee Bay Estuary, Economic Impact & Valuation Analysis

ITQ NUMBER:

ITQ TDD 02-23

ISSUE DATE:

LAST DAY FOR QUESTIONS:

ITQ OPENING DATE & TIME:

RESPONSE DOCUMENT #1: DRUG-FREE WORKPLACE CERTIFICATION

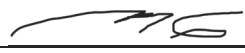
THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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: October 15th 2022
COMPANY: Crane Associates, Inc
ADDRESS: 21 Ivy Lane Ste 202
Burlington VT 05408

PHONE #: 802-777-3720

SIGNATURE: 
NAME: Michael Crane
(TYPED OR PRINTED)

TITLE: President

E-MAIL: michael@craneassociates.us

RESPONSE DOCUMENT #2: CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES: _____

NO: No _____

NAME(S)

POTISTION(S)

FIRM NAME: Crane Associates

BY (PRINTED): Michael Crane

BY (SIGNATURE): 

TITLE: President

ADDRESS: 21 Ivy Lane, Suite 202

Burlington, Vermont 05048

PHONE NUMBER: 802-777-3720

E-MAIL: michael@craneassociates.us

DATE: October 15th 2022

RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE: October 15th 2022 SIGNATURE: 

COMPANY: Crane Associates, Inc NAME: Michael Crane

ADDRESS: 21 Ivy Lane Ste 202 TITLE: President

Burlington VT 05408

E-MAIL: michael@craneassociates.us

PHONE #: 802-777-3720

RESPONSE DOCUMENT #4: CONE OF SILENCE

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

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

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

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

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

I Michael Crane  representing Crane Associates
Signature Company Name

on this 15th day of September 2022, I hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS

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

Crane Associates



Proposer's Company Name

Authorized Signature – Manual

21 Ivy Lane, Suite 202
Burlington, Vermont 05048

Michael Crane

Physical Address

Authorized Signature – Typed

21 Ivy Lane, Suite 202
Burlington, Vermont 05048

President

Mailing Address

Title

802-657-3720

Phone Number

FAX Number

802-777-3720

802-777-3720

Cellular Number

After-Hours Number(s)

October 15th 2022

Date

RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT
ITQ TDD 02-23

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

ADDENDUM NO.

DATE

0

N/A

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

RESPONSE DOCUMENT #7: COMPANY DATA

Respondent's Company Name: Crane Associates

Physical Address Phone #: 21 Ivy Lane, Suite 202

Burlington, Vermont 05048

8026573720

2731 Blue Heron Village

Deland FL 32720

Contact Person (Typed-Printed): Michael Crane

Phone #: 802-777-3720

Cell #: 802-777-3720

Federal ID or SS #: 20-8393046

DUNNS/SAM #: CAGE# 3ZMQ5 Unique ID# TCVDCJKTZ311

Respondent's License #: 31280745

Additional License – Trade and Number: _____

Fax #: _____

Emergency #'s After Hours,
Weekends & Holidays: 802-777-3720

Disadvantaged Business
Enterprise (Details) _____

RESPONSE DOCUMENT #8: SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

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

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

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

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

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

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

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

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

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

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

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

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

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

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

Offerors SAM information:

Entity Name: Crane Associates, Inc

Entity Address: 21 Ivy Lane, Suite 202 Burlington, Vermont 05048

Sam.gov Unique Entity Identifier: TCVDCJKTZ311

CAGE Code: 3ZMQ5

RESPONSE DOCUMENT #9: LIST OF REFERENCES

1. Owner's Name and Address: Tetra Tech, Inc
100 Nickerson Road, Marlborough, MA 01752
Contact Person: Edward T. Gardiner, PE, Vice President Telephone # () Direct +1 (508) 786-2257
Email: edward.gardiner@tetrattech.com

2. Owner's Name and Address: City of Cedar Rapids
101 First Street SE Cedar Rapids, IA 52401
Contact Person: Bill Micheel, AICP Telephone # () 1 319-899-6906
Email: William.Micheel@wsp.com>

3. Owner's Name and Address: City of Plattsburgh, NY
41 City Hall Place, Plattsburgh, NY 12901
Contact Person: Matthew Miller, Director Telephone # () 518-563-7642
Email: MillerMa@cityofplattsburgh-ny.gov

4. Owner's Name and Address: Town of Moriah NY,
38 Park Place Suite 1 Port Henry, New York 12974
Contact Person: Tom Scazzofava Telephone # () (518) 546-8631
Email: moriahsuper@nycap.rr.com

5. Owner's Name and Address: Emirates Wildlife Society - WWF
PO Box 454891 | Dubai | United Arab Emirates
Contract Person: Olivier Combreau, Ph.D. Conservation Director Telephone # () +33 642852021
Email: olivier.combreau@gmail.com

RESPONSE DOCUMENT #10: LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

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


_____ Signature of Contractor's Authorized Official

Michael Crane, President Name and Title of Contractor's Authorized Official

October 15th 2022 Date

**RESPONSE DOCUMENT #11: SWORN STATEMENT UNDER SECTION 287.133 () (a), FLORIDA
STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted for ITQ-TDD 02-23 Economic Impact Valuation Study

2. This sworn statement is submitted by Michael Cra e

whose business address is: 4 Ivy Lane, Suite 0 Burlington, Vermont 05048

and (if applicable) its Federal Employer Identification Number (FEIN) is (If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 20-8393046

3. My name is Mic and my relationship to the entity named above is Owner/President

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

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

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

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

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

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

management of an entity.

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

- Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.
- There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]
- The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: September 19th 2022 Signature: 

STATE OF: New York

COUNTY OF: Essex

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this

19th day of September, in the year 2022.

My commission expires: October 15, 2022

Notary Public
LeeAnn B. Sprague

Print, Type, or Stamp of Notary Public

LeeAnn B. Sprague
Notary Public, State of New York
No. 01SP6382034
Qualified in Essex County
Commission Expires October 15, 2022

Personally known to me, or Produced Identification:

Driver's License

Type of ID

suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER
COVERED TRANSACTIONS**

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

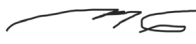
Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

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

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

Michael Crane, President

Printed Name and Title of Authorized Representative



Signature

October 15th 2022

Date


RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LISTS

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

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

DATE: October 15th 2022
COMPANY: Crane Associates
ADDRESS: 21 Ivy Lane, Suite 202
Burlington, Vermont 05048

PHONE NO.: 802-777-3720

SIGNATURE: 
NAME: Michael Crane
(Typed or Printed)
TITLE: President
E-MAIL: michael@craneassociates.us


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

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

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

DATE: October 15th 2022
COMPANY: Crane Associates
ADDRESS: 21 Ivy Lane, Suite 202
Burlington, Vermont 05048

E-MAIL: michael@craneassociates.us
PHONE NO.: 802-657-3720


SIGNATURE: 
NAME: Michael Crane
TITLE: President

RESPONSE DOCUMENT #15: BUY AMERICA CERTIFICATES

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

Certificate of Compliance with Buy America Requirements

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

DATE: October 15th 2022
SIGNATURE: 
COMPANY: Crane Associates
NAME: Michael Crane
TITLE: President

Certificate of Non-Compliance with Buy America Requirements

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

DATE: _____
SIGNATURE: _____
COMPANY: _____
NAME: _____
TITLE: _____

RESPONSE DOCUMENT #16: QUOTE

QUOTE RESPONSE

ITB TDD 02-23

CHOCTAWHATCHEE BAY ESTUARY, ECONOMIC IMPACT VALUATION ANALYSIS

Total Price for Analysis: \$24,998_____

Date Submitted: October 15th 2022_____

Submitted By: Michael Crane, President_____

21. Flood Management, EO 11988, as amended by EO 13690, which was revoked by EO 13807 on August 15, 2017 and reinstated by EO 14030 on May 20, 2021, reestablishing the Federal Flood Risk Management Standard (FFRMS) (“Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input”), Recipients must identify proposed actions located in a floodplain and/or wetlands to enable the Council to determine whether there is an alternative to minimize any potential harm. Floodplains are identified through a climate-informed science approach, adding 2-3 feet of elevation to the 100-year floodplain, or using the 500-year floodplain.

22. Protection of Wetland, EO11990, May 24, 177, as amended by EO 12608

23. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)

24. Coral Reef Protection, EO 13089

25. Invasive Species, EO 13112

Respondent certifies that they comply (or will comply) with the above Federal Contract Clauses. If Respondent cannot attest to any of the above, they must submit an explanation as to why on their letterhead, signed by the individual signing this Form, and attach such to this Form.

Respondent's Name: Michael Crane

Federal Employer Identification No.: 20-8393046

SAM.GOV Unique Entity Number: TCVDCJKTZ311

Respondent's Address: 21 Ivy Lane, Suite 202b Burlington, Vermont 05048

By: 

Signature

Name: Michael Crane

Print Name

Title: President

Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: 802-777-3720 Fax No.: _____

E-Mail Address: michael@craneassociates.us

Date: October 15th 2022

CORPORATE SEAL

APPENDIX D (2)
RESTORE GRANT CLAUSES

NAME OF RESPONDENT: Michael Crane for Crane Associates

In submitting a Proposal, Respondent understands, represents, and certifies the following (if the Respondent cannot so certify to any of following, the Respondent shall submit with its Proposal a written explanation of why it cannot do so). If County finds, before or after Award of the Proposal that Respondent was not truthful concerning any of the following, County shall have the right to terminate the Award without liability and, at its discretion, to seek damages from Respondent, if damages result to County from such act, in any way what so ever.

Compliance with Laws: Respondent shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287, Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, Code of Federal Regulations and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

Initial mc

Convictions: Respondent has fully informed Owner of all convictions of the firm, its affiliates (as defined in section 287.133(1) (a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

Initial mc

Discriminatory Vendor: Respondent certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, sub-consultant, or consultant under a contract with any public entity, and may not transact business with public entity. An entity or affiliate who has been placed on the State of Florida s discriminatory vendor list also may not submit a bid on a contract to provide goods or services to a public entity, you certify your company, it's owners and/or directors will not be found on the lists maintained by the State of Florida at https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/discriminatory_vendor_list

Initial mc

Immigration and Nationality Act: Respondent shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Respondent who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate

termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Consultant knowingly employs unauthorized aliens.

Initial mc

Equipment: Recipients must comply with the equipment standards provided in 2 C.F.R. §§ 200.313 “Equipment” and 200.439 “Equipment and other capital expenditures.” American-Made Equipment and Products. Recipients are hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this Award.

Initial mc

Use, Management, and Disposition of Equipment Acquired: Equipment must be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal Award. Before disposing of equipment during the period of performance, the recipient must seek disposition instructions from the County for equipment acquired under this Award if the current fair market value of the equipment is greater than \$5,000 per unit.

Initial mc

Prohibited Interests: Respondent, and its sub-consultants at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the project covered under this Request for Qualification, or of any property included or planned to be included in the project, in which any member, officer, or employee of the Respondent or its sub-consultants, during its tenure, or for two years thereafter, has any interest, direct or indirect.

Initial mc

Public Entity Crime: Pursuant to 287.133, Florida Statute, A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-consultant, 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, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Initial mc

Scrutinized Companies: Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

Initial mc

Gratuities: It shall be unethical for any person to offer, give, or agree to give any Consortium Board Member, Consultant or their employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and solicitation therefore.

Initial __mc

For recipients that are not States: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, 200.324, and 200.325. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200 “Contract Provisions for Non-Federal Entity Contracts under Federal Awards.”

Initial __mc

Payment of Debts Owed the Federal Government

The non-Federal entity must promptly pay any debts determined to be owed the Federal Government. Council debt collection procedures are set out in 2 C.F.R. part 200, Subpart D. In accordance with 2 C.F.R. § 200.345, delinquent debt includes any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal Award, constituting a debt to the Federal government (this includes a post-delinquency payment agreement) unless other satisfactory payment arrangements have been made. In accordance with 2 C.F.R. § 200.345, failure to pay a debt by the due date, or if there is no due date, within 90 calendar days after demand, shall result in the assessment of interest, penalties and administrative costs in accordance with the provisions of 31 U.S.C. § 3717 and 31 C.F.R. parts 900 through 999. The Council will transfer any debt that is more than 180 days delinquent to the Bureau of the Fiscal Service for debt collection services, a process known as “cross-servicing,” pursuant to 31 U.S.C. § 3711(g), 31 C.F.R. § 285.12 and any Council regulations and policies promulgated pursuant to its authority, and may result in the Council taking further action as specified in Section B.06 “Non- Compliance With Award Provisions” Above. Funds for payment of a debt shall not come from other Federally-sponsored programs. Verification that other Federal funds have not been used will be made (e.g., during on-site visits and audits).

If a non-Federal entity fails to repay a debt within 90 calendar days after the demand, the Council may reduce the debt by: (1) Making an administrative offset against other requests for reimbursements; (2) Withholding advance payments otherwise due to the non-Federal entity; or (3) Other action permitted by Federal statute. See 2 C.F.R. § 200.345(a).

Initial __mc

Hatch Act. In accordance with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities.

Initial mc

Respondent certifies that they comply (or will comply) with the above statements. If Respondent cannot attest to any of the above, they must submit an explanation as to why on their letterhead, signed by the individual signing this Form, and attach such to this Form.

Respondent's Name: Michael Crane

Federal Employer Identification No.: 20-8393046

DUNS Number: CAGE# 3ZMQ5 Unique ID# TCVDCJKTZ311

Respondent's Address: 21 Ivy Lane, Suite 202 Burlington, Vermont 05048

By: 

Signature

Name: Michael Crane

Print Name

Title: President

Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: 802 777 2730 Fax No.: _____

E-Mail Address: michael@craneassociates.us

Date: October 15th 2022

CORPORATE SEAL

Proposal

ECONOMIC IMPACT AND VALUATION OF
ECOSYSTEM SERVICES OF THE 4-COUNTY
REGION OF CHOCTAWHATCHEE BAY

Presented to

Okaloosa County Board of County Commissioners
s/c Choctawhatchee Bay Estuary Program
302 N. Wilson St Suite 302
Crestview, FL 32536

October 15th, 2022

In response to ITQ TDD 02-23

Presented by



21 Ivy Lane, Suite 202
Burlington, VT 05408

michael@craneassociates.us
USA Office: 1-802-657-3720
www.craneassociates.us

It's a passion with a mission

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Payment for Ecosystem Services (PES) Scheme on New Britain Island, Papua New Guinea. 2017	17
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Market Study, Economic Impact Analysis and Financial Feasibility Study of Riverside development. Cedar Rapids, IA. 2020.	19
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Institutional Framework for a Benefit Sharing Distribution System. Papua New Guinea, December 2014 –April 2015	20
Sustainable Development Advisor, Emirate of Fujairah, UAE, September 2013 –2016	20
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Climate Change Advisor, Office of Governor of Salah ad Din Province, Iraq, November 2010- June 2011	21
Climate Change Adaptation Study in Sulaymaniah, Iraq, October 2010	21
Senior Governance Advisor, US Department of State, Tikrit, Iraq, September 2009 –2010	21



LETTER OF TRANSMITTAL

October 15th 2022

Okaloosa County Board of County Commissioners
s/c Choctawhatchee Bay Estuary Program
302 N. Wilson St Suite 302
Crestview, FL 32536

The Crane Associates Team is proud to present our second proposal in response to your search for an environmental economics consulting firm to conduct an economic impact analysis of your Choctawhatchee Bay's ecosystem. Your first ITQ resulted in all bids being beyond your budget. In response, Crane Associates is resubmitting our bid with a revised scope of work that we believe will meet your project goals and remain under your budget.

Our proposed work plan is designed to integrate with your Comprehensive Conservation and Management Plan and we are prepared to modify our project timeline and/or public engagement process as necessary to ensure the two efforts work together seamlessly. We are also prepared to adjust the tasks and deliverables as necessary to ensure the work meets your budget and goals. That is why we suggested starting the project by establishing a technical advisory committee and to kick off the project with a day-long workshop that confirms the project's scope, expectations, and deliverables.

I created Crane Associates 20 years ago with the objective of supporting governments and non-profit organizations in doing exactly what you are seeking to accomplish with this project. We have completed over 50 environmental valuations, environmental benefit-cost analysis, and economic impact analyses of natural resources on projects large and small around the United States and world. For your project I assembled a team of 4 senior economists with all the technical skills to successfully complete your project. I will serve as your main point of contact and lead the project from start to finish. I recently registered my business in Florida, and I am prepared to remain in Florida for the duration of this project. I will conduct all focus groups and personal interviews on-site, lead the primary data collection processes, tour the project area as necessary, hold monthly in-person project status meetings, and make all public presentations on this project.

We are excited to participate in this important project and inspired that your organization has taken a leadership role to seeking to quantify the value of these critical environmental resources. I would welcome an opportunity to elaborate on this proposal at your convenience. My contact information is provided on the cover.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael D. Crane", written over a horizontal line.

Michael D. Crane AICP
President

It's a passion with a mission.

SCOPE OF WORK

TASK 1: CREATE TECHNICAL OVERSIGHT COMMITTEE

We understand the importance of this project and the potential impact that its findings will have on public policy. We believe that it is important to have academic rigor behind the study's methodology so that results are fact based and accurate. While we have decades of real-world experience in ecosystem valuations around the world, we also know that our company is new to you and the stakeholders around Choctawhatchee Bay. Therefore, we welcome the creation of a local technical oversight committee to review our study design, methodology, data, and technical findings. We propose that we create the committee in coordination with our client. We will discuss together the role of the committee and selection of the members. The Committee will serve as a volunteer advisory role and will meet to review our work at regular intervals as you deem appropriate.

Deliverable from Task 1: Creation of Project Advisory Committee

TASK 2: PROJECT INCEPTION

An in-person meeting with the lead consultant Michael Crane, the client, and the technical oversight committee will be held to discuss the proposed methodology herein and to make any recommended refinements. The meeting will review and finalize the study's ultimate goals and objectives, scope, stakeholders to be interviewed, primary data collection processes (surveys), secondary data to be used, other available resources unknown to the consultant at this time, and final deliverables of the assignment. The purpose of the meeting is to finalize the project timeline, oversight organization, and technical methodology to achieve the project goals. We will also discuss how the study findings will be used to support the on-going Choctawhatchee Bay Estuary Program and the Comprehensive Conservation and Management Plan. The meeting will result in an Inception Report that will include details of the methodology for determining the economic value of ecosystem services of Choctawhatchee Bay and serve as a project guide as reference document as we complete the work.

Deliverable from Task 2: Inception Report

TASK 3: LITERATURE REVIEW

A comprehensive literature review on the current science behind ecosystem valuations will be completed. A robust literature review can serve as a valuable tool to help the client and technical advisory committee guide the project's methodology and provide a point of reference for this study's findings. A good literature review can also convey to the public how these techniques work and are used in public policy. Our literature review will include sections on:

1. economic foundations of ecosystem valuations,
2. theory behind valuation techniques, the range of techniques used in ecosystem valuations,
3. the typology of values that are quantified,
4. the challenges and limitations of ecosystem valuations,
5. the use of ecosystem valuations in Environmental Benefit/Cost Analysis (E-BCA) in

- investments toward environmental stewardship, mitigation and adaptation,
6. selected cases studies on ecosystem valuations of estuaries relevant to this project,
 7. an Executive Summary

Deliverable for Task 3: Literature Review of Ecosystem Valuation Methods

TASK 4: DATA COLLECTION AND STAKEHOLDER ENGAGEMENT

This task includes the collection of primary and secondary data. During the collection of primary data, a stakeholder engagement process is being conducted simultaneously.

Primary Data Collection – Stakeholder Assessment

Primary data collection will start with a Stakeholder Assessment and Participation process. The objectives of a stakeholder assessment and participation include building ownership in the process and outcome; build awareness that the project is underway; and collect valuable local information on how the Choctawhatchee Bay ecosystem is important to residents (economically, aesthetically, culturally, socially). The Stakeholder Assessment begins with the technical advisory committee identifying the individuals, businesses, and groups that are considered as key stakeholders (who have a vested interest in the outcome of the project). Next, Michael Crane will conduct either focus groups or one-on-one interviews with a representative sample of the stakeholder groups. The interviews are designed to serve the purposes mentioned above but to also prepare for the regional economic profile.

Choctawhatchee Bay and National Ocean Economics Program (NOEP)

We recommend grounding this study within a larger national framework of marine and coastal economies. Doing so will ensure that this study follows consistent standards and provides comparable outputs with many other studies nationwide. Therefore, we recommend that the economic evaluation of the Choctawhatchee Bay and its contribution to the regional economy, follows the measurement framework developed by the National Ocean Economics Program (NOEP) and sponsored by the National Oceanic and Atmospheric Administration (NOAA) Economic National Ocean Watch (ENOW) Program. By following the NOEP framework, the Choctawhatchee Bay economy will be categorized into consistent economic sectors for cross comparison purposes. We will work closely with your project advisory committee to ensure that the Choctawhatchee Bay economy is identified by its unique set of economic activities and sectors. By aligning your economy with the NOEP framework, each of the sectors are assessed using common economic metrics including employment and labor income, and gross regional product. In addition, we will report supplemental information, for instance the importance of linkages between sectors, that are obtained from our Regional Economic Input-Output model. By remaining consistent with this framework, the outputs of your study can become part of the NOEP national database.

Secondary Data Collection

A wide array of existing data will be collected that is necessary to calculate the economic impacts and complete the ecosystem valuation. These data include regional economic data on all NAICS codes identifying key industries; population and demographics; business activity and retail spending by sector; housing and household wealth; employment by industry, skills, and wages; total payroll by industry; state and local tax revenue; transportation spending; and all other data necessary to complete this task.

Economic Profile of the 4 County Choctawhatchee Bay study area

A regional economic profile will be completed to determine the economic drivers of the 4-county region. REDYN (Regional Dynamics) Input-Output Modeling will be used to create an economic profile of the study region. REDYN is the most sophisticated, accurate and flexible Regional Economic Input-Output model available and far superior to IMPLAN, REMI, and RIMS II. A detailed description of REDYN I-O model is provided in the Appendix. We will use REDYN to simulate the economic relationships between sectors of the 4-county Choctawhatchee Bay economy on several geographic levels through time. Linkages exist between sectors and regions because their economies use outputs from other sectors and regions. Input-Output models are founded on these linkages and allow analysts to see how changes in final demand in individual or multiple sectors in a regional economy ripple throughout the system and geography simultaneously as a result of the direct activity quantified by the model inputs and determinants. The economic profile will clearly document what drives the 4-county economy by segmenting the economy into major NAICS sector and documenting the Wages, Employment, Establishments and GDP contributions for each sector. Historic changes (growth and declines) in each sector will also be documented for the past 10 years.

Deliverables from Task 4: Project Status Report describing the Economic Profile of the 4-County study region.

TASK 5: ECOSYSTEM GOODS AND SERVICES FRAMEWORK

Natural Capital Accounting Approach

The underlying methodological basis that will drive the results of this project is a Natural Capital Accounting approach. Natural Capital Accounting recognizes that ecosystem services are natural “stocks that create a “flow” of benefits. Benefits from Choctawhatchee Bay are a flow concept. The values people derive from the Bay flow to the beneficiary like income to one’s household. The benefits flow continuously on an annual basis so long as the stock is not depleted. When natural stock is depleted or threatened through policy or management decisions then the flow of benefits changes.

Our Regional Dynamic Input-Output Model will be used to measure economic changes and determine the economic impacts of a healthy and functional Choctawhatchee Bay ecosystem. The benefits, as you already know, include fish, shellfish and other food production, recreation and tourism, freshwater resources, tax revenue from real estate and businesses to name a few. Other benefits you may not have considered might include storm water retention, carbon sequestration and storage, protection from property damage (risk reduction), wave energy, sediment nutrients, terrestrial habitats, scenic quality, and quality of life. The degree to which these benefits can be measured in your project area will depend on data availability and multiple other factors unknown as of this writing. This is another reason we establish a project technical committee. It is important to categorize and quantify these benefits as best as possible so that policy makers can understand the tradeoffs that are being made by reducing these benefits through policy decisions that may negatively affect the resource.

Measuring and Categorizing Beneficiaries through FECS

We propose using a framework called Final Ecosystem Goods and Services (FECS) to measure the economic values from Choctawhatchee Bay. Figure 1 shows an example of the FECS framework. FECS is a user-centric framework that identifies and categorizes ecosystem products and services that are directly used, enjoyed, or appreciated by people. The theory, methodological approach, and practical applications of FECS are well documented¹. Therefore, we propose conducting a one-day, in-person workshop with the Technical Advisory Committee, the client, and other stakeholders to implement the FECS approach. The workshop will cover:

1. The purposes and functions of FECS.
2. Connecting the attributes of ecosystems that people use, enjoy, or appreciate to specific interests.
3. How to recognize that the attributes people use to achieve those interests will differ across ecosystem types.
4. how a focus on beneficiaries will also identify important intermediate ecosystem process that are not usually recognized but without them would result in loss of benefits.
5. A description of the National Ecosystem Services Classification System (NESCS2) and how it is linked the North American Industry Classification System (NAICS).
6. The number type, and resolution of FECS metrics that need to be measured.
7. How to align the problem statement, project goals and objectives with the FECS framework. In other words, creating the right framework to address the questions at hand.
8. How to apply a FECS scoping tool to identify common interests and prioritize the attributes of nature that are most valued across beneficiary groups in the most collaborative and transparent way.

The results from this task will document an FECS-based estuarian/terrestrial relationship that:

1. Describes the bio-physical components of the Choctawhatchee Bay that are directly enjoyed, consumed or used by the beneficiaries.
2. Identifies the beneficiaries who are benefiting from which ecosystem services.
3. Identifies the intermediate natural processes that support the ecosystem services enjoyed by the end user.
4. Will transparently classify ecosystem attributes by specific beneficiary values.

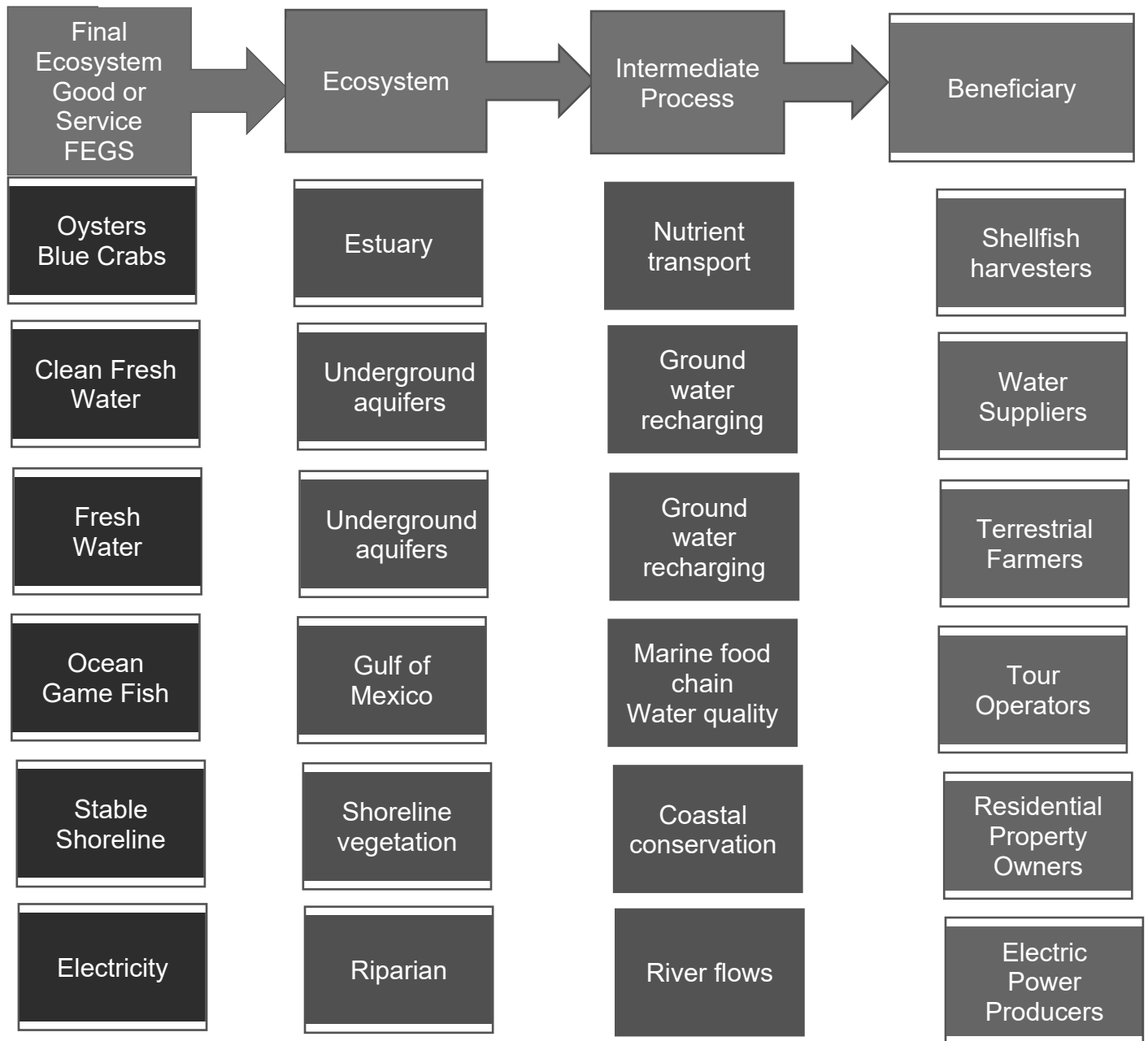
Deliverables from Task 5:

1. Meetings with stakeholders/potential beneficiaries
2. Multiple site visits and area tours to relevant locations
3. One day-long workshop with Technical Advisory Committee and stakeholders to build the FECS framework for Choctawhatchee Bay ecosystem.

¹ T. G. O'Higgins et al. (eds.), 2020. Ecosystem-Based Management, Ecosystem Services and Aquatic Biodiversity. Springer Open, Switzerland

² US EPA (United States Environmental Protection Agency). (2015). National ecosystem services classification system (NESCS): Framework design and policy application. EPA-800-R-15-002. Washington, DC: United States Environmental Protection Agency.

Figure 1: Example of Estuarian/Terrestrial Model using the FECS framework



TASK 6: ECONOMIC VALUATION OF ECOSYSTEM SERVICES PROVIDED BY THE CHOCTAWHATCHEE BAY

Calibration of the REDYN model Choctawhatchee Bay

Our REDYN model will be fully calibrated to the 4-county Choctawhatchee Bay ecosystem through the information gathered from stakeholders and the economic profile completed in Tasks 4 and 5 above. The model will be constructed to understand the unique economic-ecosystem relationships of the Choctawhatchee Bay using the FECS framework.

Economic Contribution Analysis of the Choctawhatchee Bay Ecosystem

Our fully calibrated REDYN model will be used to calculate the economic contributions that the Choctawhatchee Bay ecosystem provides to the 4-county region. Economic contributions will be described following the FECS framework and calculated for each industry by NAICS code. Our REDYN model will demonstrate the economic relationships between sectors of the 4-county economy and calculate the economic dependencies that exist between sectors. Our model will calculate how changes in final demand for Choctawhatchee Bay ecosystem services will flow throughout the 4-county economy as a result of the direct use from the ecosystem. The model will also show the potential loss to the economy from hypothetical removal of economic demand for these same ecosystem services.

The results show the direct, indirect, and induced impacts to the 4-county economy. Economic contributions will be expressed in terms of gross output (sales), value-added (GDP) earnings, and employment (all jobs).

Economic Value of CBEP and Stewardship

The results of the economic valuation will also document:

- the value of the Choctawhatchee Bay Estuary Program with respect to the benefits gained to the local economy;
- the value of stewardship programs toward preserving the Bay in a healthy state;
- the value of financial investments in the protection of the Bay;
- and the potential value of recommendations within the Comprehensive Conservation Management Plan.

Deliverables from Task 6:

- 1) REDYN Input-Output model fully calibrated to the 4-county region
- 2) Economic Contribution Analysis and Model outputs

TASK 7: DRAFT REPORT AND CLIENT FEEDBACK

A draft report will be compiled and include all the work done to date including a literature review, the planning process, stakeholder engagement, summary findings, and the outputs from the economic impact model. The report will be delivered to the client and reviewed. The consultant and client will meet after the review period to discuss pros and cons of the report including message and delivery, explanation of findings, format, and errors and omissions.

Deliverable from Task 7: Draft Report

TASK 8: FINAL REPORT

Based on client feedback in task 7, the consultant will prepare a final report that incorporates client comments. The final report will be delivered within 30 days from receiving client feedback.

Deliverable from Task 8: Final report in full color, professionally formatted, and delivered in MS Word and .pdf formats. The report will be delivered electronically.

TECHNICAL APPENDIX ON REDYN I-O MODEL

The Regional Dynamics Economic Analysis Model

What the REDYN Model Does

Regional Dynamics offers REDYN, a fundamentally new, web-based, massively multiregional, dynamic, nonlinear New Economic Geography analysis engine with a complete economic database and baseline forecast. After subscribing to the system, users input online changes by region and year: e.g., jobs, wages, output, income, intermediate demand, and final consumption, investment, and government demand. REDYN then estimates detailed, annual, gravity-based trade flows and impacts in all US counties and industries.

The model is a live, online Internet service. It's also available to run batch mode jobs to process massively multi-regional tasks (3,100+ regions) for automated or scripted work.

The REDYN model applies a fresh I-O methodology based on very detailed make-and-use tables with social accounting matrix features for all entities, a comprehensive commodity production transformation function, and impedance-based commodity trade flows by five transport modes. Oak Ridge National Laboratories developed the impedance measures.

The model automatically includes an explicit extra region for all US counties outside any given simulation to identify the full US output and trade flow response. The model also automatically seeks the suppliers of suppliers to find the complete US supply chain response by region and industry in any simulation.

REDYN excels at offering a uniquely complete and consistent model-building edge that no other modeling process can replicate for configuring and assessing plans, events, and risks fully and rapidly across regions and years.

Here's how it works. At run time, users apply their subscribed resources as an online tool kit to build and run custom models at will. This design flexibility lets users quickly build models scaled correctly for any studies, event analysis, overlapping or alternative analytic perspectives, or backcast analysis.

The REDYN model estimates employment, output, wages, occupations, income, gross product, demand, self-supply, trade flow, etc. Within a user's subscription, the model generates year-by-year reports by county and year, for all subscribed counties, or for any aggregation into user-defined areas for each study. For easy regional comparison at no extra cost, each report focuses on one concept (jobs, output, wages, and so forth) arranged by region by year on a sheet in a spreadsheet book. Users then can apply full spreadsheet tools for sorting and charting. Online and phone support are included.

The model is available to all users across agency levels. Clients can offer access to other users through user-group web pages with discounts or rebates based on the size of the client's subscription. Clients subscribe to a regional area (one or more counties, states, or groups); to 703 industries (North American Industrial Classification System); and to an analytic type (I-O only, or equilibrium and I-O). The client sets the number and identity of its subscribing users; one user is free. Subsequently added users including consultants or staff can be managed by one or more additional users on an incremental fee basis.

(www.regionaldynamics.com)

CRANE ASSOCIATES QUALIFICATIONS AND EXPERIENCE

Main office:	21 Ivy Lane, Suite 202 Burlington VT 05408
Branch office:	2731 Blue Heron Village Deland, FL 32720
Years in business:	20 years
State of Incorporation	Vermont, Florida
Size of firm:	4 Independent Consulting Experts
Primary contact:	Michael Crane AICP URL: www.craneassociates.us Email: michael@craneassociates.us USA Office: 001-802-657-3720 USA cell: 802-777-3720 skype: craneassociates

Crane Associates, Inc is a consulting firm serving international and domestic clients with advanced analysis in environmental economics and water resources planning. For the past 20 years we have provided government agencies and non-profit organizations with detailed and fact-based analysis in environmental valuations, economics of water-based recreation, water demand studies, climate change economics, economic impact analysis of environmental decisions, sustainable economic development, tourism economics, market feasibility studies, and competitively analysis. The company was founded by Michael Crane AICP, an Environmental Economist with 25 years of experience in analyzing the economics of natural resources and how local economies can thrive while protecting and conserving their natural resources. Michael specializes in balancing water demands of multiple and competing users including water-based recreation and tourism industries, commercial and subsistence fisheries, mangrove and estuary economies, and has completed over 25 relevant detailed analytical studies and strategic development plans throughout the world including in North America, Middle East, South Pacific, and Africa. Michael has a master's degree in environmental economics and wrote his thesis on the economic valuation of rivers. He has additional training in market analysis, economic impact analysis, riparian ecology, and certifications in urban planning. He is a Past President of the US River Management Society, Northeast Chapter and a former River Ranger/Planner for the Bureau of Land Management in Price Utah.

Crane Associates has been continuously incorporated in Vermont for 20 years and we recently incorporated in Florida. Our international work in environmental economics has received several awards including publication into the United Nation's Best Practices Library for how to conduct economic valuations of ecosystem services in

Papua New Guinea. Our work was also featured on BBC World News and Public Radio International (PRI). In the United States, we have completed economic valuations of environmental resources across the country. Our studies on the economic contributions of rivers are frequently cited. In the last three years we have completed market valuations and non-market valuations of water, coastal resources and water-dependent economies in Mt Hood Oregon, Cedar Rapids Iowa, Plattsburgh NY, and on the island nation of East Timor in the South Pacific.

For this project, Crane Associates will sub-contract the expertise of Economic and Policy Resources (EPR) of Williston VT to further strengthen our team (<https://www.epreconomics.com/>). Crane Associates and EPR have teamed together on many projects over the last 15 years. EPR specializes in macroeconomics, regional economics, and Input-Output (I-O) models and analyses. They have been in continuous operation since 1983 and have completed more than 250 economic impact analyses using regional input-output models. In 2019, they were voted as one of the top 5 economic firms in the nation by EB5 magazine. The firm is owned and operated by Jeff Carr, President and Senior Economist. Jeff is the Vermont State Economist in charge of forecasting state revenues and has held this position for 30 years and through 5 gubernatorial administrations from both political parties. Robert Chase is senior economist with EPR and has over 30 years of experience as a regional economist with expertise in applying regional economic models (including IMPLAN) in several states and regions. Michael Crane and EPR have worked together on dozens of studies from economic valuations of natural resources, economic development, and housing economics for the past 15 years. Michael will lead the project, and serve as your main contact, and manage all subcontractors.

MICHAEL D. CRANE AICP, ENVIRONMENTAL ECONOMIST, PRESIDENT, CRANE ASSOCIATES



Michael is an environmental economist with 25 years of practical experience in advising government and non-profit entities throughout the world on the economic values of ecosystem services and how to manage water resources for sustainable economic development. He received a master's degree in environmental economics from the University of Vermont in 1994 where he wrote his thesis on the economic values of water using the contingent valuation method (CVM). Michael's first environmental valuation was in 1995 when the State of Vermont hired him to calculate the economic value of aesthetics and recreation on Lake Champlain. Michael was lead staff for the Quality Growth Commission for the State of Utah and then the

Executive Director of the Regional Planning Commission in the Burlington Vermont metropolitan region. In 2002 he founded Crane Associates, a consulting company that specializes in the practical applications of environmental economics. Michael grew Crane Associates over the last 20 years from a sole proprietorship to an S-corporation with an international network of economic specialists. Past clients include US State Department, foreign national governments in Africa, Asia, and the South Pacific, the World Bank, United Nations, the US federal government, the Autonomous Government

of Kurdistan, the Ruler of the Emirate of Fujairah (UAE), a Crown Prince in Abu Dhabi, the US military in Iraq, and over 100 municipal governments throughout the United States. Throughout his career, Michael's feasibility studies and economic analyses led to financing and eventually building: a \$34million dollar cruise port on the Sea of Oman while protecting 8 miles of shoreline; building a \$12million dollar tourism corridor on New Britain Island PNG while protecting the estuaries and mangroves; \$1million dollar whitewater park in New York; and marketing strategies that increased tourism visitation by 400% in Stowe, Vermont while maintaining the Town's historic character. He specializes in finding that critical balance between environmental protection and economic development.

Michael will lead all aspects of this project, design the research methodology, collect primary data from the Choctawhatchee economic region, facilitate focus groups and public presentations, and serve as your lead contact person.

JEFFERY B. CARR, PRESIDENT AND SENIOR ECONOMIST



Jeff Carr has more than 34 years of experience as an economist/analyst, with expertise in economic impact studies, Input-Output Models, macroeconomics, economic forecasting, strategic economic development policy, housing supply and demand studies, and fiscal policy analysis for federal, state, and local government. He has served as the State Economist and Principal Revenues Analyst for the Vermont Agency of Administration for 30 years, including the last five gubernatorial administrations. Jeff has served as a consulting economist to the Vermont Department of Economic Development in various capacities for more than 15 years. Jeff will ensure economic accuracy of the model's outputs, including tax revenues to government entities, direct, indirect, and induced spending.

ROBERT A. CHASE, SENIOR ECONOMIST



Bob Chase has 30 years of experience as a regional economist with particular expertise in assessing the economic and fiscal impacts of proposed projects on regions, states, and nations, identifying appropriate market opportunities for industries and businesses for communities, designing economic development approaches for regions and states, design and implementation of economic-demographic and regional forecasting models, construction and application of input-output models and economic simulation models, application of benefit-cost analysis and risk assessment of projects, and forecasting economic and fiscal change for regions and states. He is a member of the National Association for Business Economics, Agricultural & Applied Economics Association, and Western Economics Association, International. Bob is also a long-standing member of the Livingston Survey (economic forecast panel) for the Federal Reserve Bank of Philadelphia. Bob will provide technical support on the regional input-output models.

NATHAN MASSE, EPR, ECONOMIST



Nathan Masse has been an economics with EPR since 2013. He is responsible for forensic economic research, including research and analysis pertaining to lost earnings/benefits, lost household services, and future rehabilitation expenses in matters of personal injury, wrongful death, and wrongful termination. Nathan conducts regional housing analyses, economic impact studies, and regional center operations business plans for submission to the USCIS' EB-5 Program along with research and document preparation for other public and private sector projects. He has a B.A. in Economics with minors in Mathematics. Nathan will provide data collection and analysis support for this project.

PAST RELEVANT WORK EXAMPLES:

PAYMENT FOR ECOSYSTEM SERVICES (PES) IN TIMOR-LESTE (EAST TIMOR) 2020

This study was a feasibility analysis and strategic plan for creating a Payment for Ecosystem Services (PES) program in the country of Timor-Leste. Funded by the Global Environmental Facility (GEF), the project's objective is to strengthen shoreline resilience, protect property and human life from the native impacts of climate change, and improve rural livelihoods by building private micro-enterprises that benefit from the conservation and protection of mangroves and coastal ecosystems. This study guides government stakeholders on how to apply the theory of PES to on-the-ground implementation within the economic, financial, political, social, cultural, and environmental constraints in Timor-Leste. The report concludes with a multi-year strategic plan and specific recommendations for two pilot projects. Client: UNDP and Timor-Leste Ministry of Agriculture and Fisheries

ECONOMIC VALUATION OF MANGROVE ECOSYSTEMS, TIMOR-LESTE (EAST TIMOR) 2019

An economic analysis of the total value of mangroves along 105 km of shoreline on the island nation of Timor Leste. This valuation of mangroves is used to support the Coastal Resilience Project, which is aimed at creating revenue streams for landowners for the long-term sustainable management of mangroves and coastal ecosystems. Six natural services were evaluated: Firewood; Fisheries; Carbon Sequestration; Property Protection; Tourism and Non-Market values of Option and Existence values. The results show an annual economic value of between \$101 million to \$524 million. This study is being used in many ways including developing rural livelihoods and redirecting resource management policy. Client: UNDP and Timor-Leste Ministry of Agriculture and Fisheries

ECONOMIC IMPACTS OF RIVER CONSERVATION, TUUL RIVER, ULAANBAATAR MONGOLIA. 2018

The objective for this study was to determine the value of river water and the benefits of conserving it. I built an economic cost-benefit analysis that determined the most cost-effective climate change interventions to protect public investments in the Tuul River watershed, Ulaanbaatar, capital of Mongolia. Interventions were designed to protect infrastructure for power generation, drinking water, and wastewater treatment. Client: Millennium Challenge Corporation, Washington DC and Tetra Tech

FINAL PUBLICATION: PAYMENT FOR ECOSYSTEM SERVICE: OPTIONS AND OPPORTUNITIES 2017

This is an 86-page Road Map for PES implementation in Papua New Guinea. The report comprehensively outlines and analyzes the economics and market forces that sit behind PES and how to structure economic incentives for conservation. The report describes several viable options for selling environmental services in a PES scheme including carbon offset credit schemes, biodiversity protection, and tourism. Regional and national policy support and governance requirements, including its implications and opportunities, are detailed for Papua New Guinea. Completed 2015, Published by United Nations in 2017.

PAYMENT FOR ECOSYSTEM SERVICES (PES) SCHEME ON NEW BRITAIN ISLAND, PAPUA NEW GUINEA. 2017

This project involved extensive fieldwork including socio-cultural and economic analysis of village life in PNG. It identified alternative livelihoods for rural landowners to reduce or prevent Deforestation and Forest Degradation while increasing household incomes and quality of life. It investigated legislation, regulation, policies and programs that either promote or prevent PES options. It explored market feasibility for a broad range of economic sectors that provide landowners of high valued rainforests with alternatives to selling their rights to extractive industries and conducts an Environmental Benefit Cost Analysis to analyze the impacts of these options. Client: UNDP and the Papua New Guinea Conservation and Environmental Protection Authority.

PES OPTIONS FOR SUSTAINABLE FINANCING FOR WADI WURAYAH NATIONAL PARK, UAE: OCTOBER 2014.

Analyzed options for Payment for Ecosystem Services to fund the operations of the UAE's first National Park. Work involved analyzing the economic values of water and the viability of creating a PES scheme. Final report included a Business Plan and Marketing Plan for long-term sustainable funding to protect UAE's first National Park rich in biodiversity and freshwater resources. Client: His Highness Sheik Hamad bin Mohammed Al Sharqi, Ruler of Emirate of Fujairah, UAE

BENEFIT/COST ANALYSIS FOR RIPARIAN RESTORATION, HUDSON RIVER, NY, 2008

Provided benefit/cost analysis of environmental improvements to river ecosystem. Structured economic incentives for river management agency to improve water quality, biodiversity, and freshwater habitat while increasing revenue. The final scheme resulted in a 1-million USD break-even point for environmental improvements with a return in 2-years' time. Client: Hudson/Sagandaga River Alliance.

ENVIRONMENTAL BENEFIT/COST ANALYSIS OF THE GAULEY RIVER, WEST VIRGINIA USA 2008:

An analysis of the economic benefits of river protection. The analysis calculated the market and non-market benefits of the Gauley River to local economy. The river is used for multiple purposes including hydroelectric generation, flood control, recreation, and environmental conservation. The research involved designing and administering a statistical survey of festival attendees to determine their spending and travel patterns. REMI Economic Input-Output modeling was used to determine the visitors direct, indirect, and induced economic impacts on the local economy. The analysis provided detailed information on the economic contribution of the river to the local economy.

ENVIRONMENTAL BENEFIT/COST ANALYSIS OF RIVER FLOWS, VT. USA, 2005

An analysis of the economic impacts to the local economy as a result of different river flow regimes in the West River as controlled by the Ball Mountain Dam facility. The US Army Corps of Engineers operates Ball Mountain Dam and changes the amount of water in the river and therefore the number of days the river can provide a recreational day of boating. Used REMI Input/Output modeling to determine the direct, indirect and induced economic benefits of various visitation scenarios. Results show that tourism would generate \$15.7 million over ten years for the local economy and create over 50 jobs.

PAYMENT FOR ECOSYSTEM SERVICES, LAKE CHAMPLAIN VERMONT.

This was an Environmental Benefit/Cost Analysis where I determined the Economic Value of environmental resources on Lake Champlain and compared this to the environmental damages being caused by electric power transmission line development. The work was commissioned by the Government of Vermont. The regulatory body determined that the non-market resources had legitimate value. A PES scheme was created where a power company created a 5 million USD trust fund that would pay to bury the lines. Client: State of Vermont

PAYMENT FOR ECOSYSTEM SERVICES IN ZIMBABWE.1991

This one-year project involved implementation of a Payment for Ecosystem Services program that is internationally renowned for conserving, and increasing populations, of African Elephants, White and Black Rhinoceros, and numerous other species. Work included creating a governance structure that ensured equitable, transparent, and effective decision making and distribution of PES benefits. Results included creating jobs in wildlife management and eco-tourism services, establishing a Village Wildlife Council, and a decision-making protocol that determined how wildlife revenues would be distributed such that the whole village had an incentive to conserve wildlife. Measurable results showed that African Elephants in Zimbabwe were no longer endangered. Client: World Wide Fund for Nature (WWFN)

OTHER RELEVANT EXAMPLES OF ENVIRONMENTAL ECONOMICS WORK

Economic Valuation of the Carbon Offset Market in United States, 2020

Calculated the size of the carbon offset market from a proprietary technology currently under review by the US federal government. Built microeconomic model to determine the contribution that this technology would provide to assist the United States in meeting its UNFCCC commitments toward its Nationally Determined Contribution (NDC) of Greenhouse Gas (GHG) reductions. Client: Private

Market Study, Economic Impact Analysis and Financial Feasibility Study of Riverside development. Cedar Rapids, IA. 2020.

City of Cedar Rapids hired Crane Associates to determine if capital investments in riverfront development in downtown Cedar Rapids was viable in the existing market, and if so, what business model would be necessary for successful implementation. The work included a determination of the primary and secondary market areas for water-based recreation; two market surveys; demand analysis for water sports through extensive primary data collection, interviews with 33 relevant organizations, analysis of supply of competing facilities in the market areas, user preferences and behaviours, participation rates, a pro-forma with profit and loss estimates, and an economic impact analysis using a General Equilibrium Economic Input-Output model. The City is using this report to raise funds for construction. Client: City of Cedar Rapids IA.

Water-Based Tourism Strategic Plan, Mt Hood Territory, Oregon, 2018

The Mt Hood Territory Destination Marketing Organization (DMO) needed to create a Strategic Plan for increasing visitation, attracting more overnight stays, and increasing length of stay by leveraging its water resources but wanted to prevent resource degradation from too many visitors and over development. Crane Associates was hired to find this critical balance. The work involved a national market analysis, a statewide survey of visitors, dozens of focus groups, 6 workshops with tourism service providers, and 4 months of site visits, all of which resulted in a highly detailed understanding of visitor demands, behaviors, and expectations. Strategies were tested with service providers and a final set of 49 recommendations were drafted within 5 groups including: Physical Improvements; Marketing Strategies; Community Involvement; Product Development and Enhancement; and Institutional and Governance Improvements. Each recommendation had measurable goals, Key Performance Indicators, assigned responsibilities, a timeline, and a budget. The project was recognized by state and regional marketing entities as a successful approach and Crane Associates was hired a second time to present the findings to regional stakeholders and initiate implementation of the strategies. Client: The Mt Hood Territory Destination Marketing Organization

Economic Modeling for Climate Vulnerability, Kurdistan Iraq, 2015

This work involved building an economic model that integrates risk analysis of natural disasters and climate change into national and sub-national capital improvement budgets for the Independent Region of Kurdistan, Iraq. I built this economic model over the course of 5 months with the staff of the Ministry of Finance working beside me so that they can understand how it operates and how to use it in my absence. We researched and evaluated several different climate vulnerability assessment methodologies and created a hybrid for the most appropriate method with respect to

data availability and challenges of the situation. The model calculates the most economic efficient investments to address climate change mitigation, adaptation, and natural disaster prevention or other selected criteria. As a result, the model now mainstreams climate related decisions into the traditional budgeting process and strengthens accountability and oversight functions. Client: United nations and the Ministry of Finance for the Independent Region of Kurdistan.

Client: Kurdistan Ministry of Finance and UNDP.

Ecotourism Job Growth Strategy. Papua New Guinea, June – September 2015

This strategy is the result of labor market analysis; sectoral analysis; economic forecasts; and SWOT analysis of the economy of New Britain Island. The analysis resulted in a detailed 10-year strategy to create jobs in the international tourism sector. Strategy included 4 main components: policy and planning; capacity development and training; marketing; and capital infrastructure development. Client: UNDP and the Papua New Guinea Conservation and Environmental Protection Authority.

Institutional Framework for a Benefit Sharing Distribution System. Papua New Guinea, December 2014 –April 2015

A UN REDD+ project to prepare National Guidelines for a Benefit Sharing and Distribution System.

Involved extensive stakeholder interviews, focus groups, surveys, qualitative and quantitative data collection, and workshops.

Analysis of poverty indices, informal livelihoods, income inequity, wealth distribution, and gender issues in rural PNG.

Capacity assessment of environmental governance to implement a National BSDS Resulted in an equitable, efficient, transparent, and accountable mechanism to distribute REDD+ benefits to landowners and relevant stakeholders.

Client: Papua New Guinea Office of Climate Change and UNDP.

Sustainable Development Advisor, Emirate of Fujairah, UAE, September 2013 –2016

Provided policy advice to His Highness Sheik Hamad bin Mohammed Al Sharqi, Ruler of Fujairah

Trained and coached government officials on how to create and implement sustainable jobs

Prepared an economic forecast, labor market analysis, competitive advantage model, and wrote: *Sustainable Economic Development Plan for Emirate of Fujairah (2015-2040)*.

Wrote *“Building Governance Capacity in the Municipality of Fujairah”* an evaluation of government functions and abilities and a 10-year plan to improve governance for sustainable job creation, budgeting, and public administration.

Environmental Economist, Abu Dhabi Urban Planning Council, UAE. Sept 2012-Sept 2013

Sustainability advisor to the Urban Planning Council of Abu Dhabi, UAE. Responsible for:

- Completed Environmental Benefit/Costs Analyses and policy research of sustainable development policies for water consumption, affordable housing, infrastructure, and tourism;
- Monitoring and evaluation of the national energy efficiency policy, “Estidama;”
- Building Macro-economic forecast model of UAE and Abu Dhabi’s economy;

Urban Master Plans for Four Cities in Salah ad Din Governorate, Iraq, 2011 -2012

Project Director. Comprehensive Master Plans for the Salah ad Din Governorate. Plans include a 20-year economic forecasts for Iraq and governorates; growth and development plans for the next 20 years, and a 5-year adjustable, capital infrastructure budget.

**Benefit/Cost Analysis of Water Infrastructure Development Policy, Iraq
Ministry of Municipalities and Public Works, 2011**

Completed a Medium-Term Expenditure Framework model to determine the cost and benefits of implementing a 10-year, 600-million-dollar program to build water and sewer infrastructure in Iraq. The analysis included projections of maintenance, operations, and capital cost and debt for two different scenarios.

Governance Capacity Analysis of the Iraq Ministry of Municipalities and Public Works, 2011

Project Leader. A capacity assessment and modernization program for one of Iraq's largest Ministries that employed nearly 40,000 people. Work included: an international comparative evaluation of relevant government Ministries in the Middle East; 9 months of primary data collection and statistical analysis; interviews with senior officials; workplace monitoring; and workshops and training sessions. Project resulted in a strategic plan to streamline the structure of government; modernize administrative procedures; a financial model that increases revenue and reduces costs; and a Strategic Plan (Road Map) to Modernize government service delivery functions. Client: UNICEF, Iraq and the Iraq Ministry of Municipalities and Public Works.

**Climate Change Advisor, Office of Governor of Salah ad Din Province, Iraq,
November 2010- June 2011**

Provided advice to policy makers at the regional level in Iraq on the benefit and costs of complying with the Kyoto Protocol. Informed them of the role of the UNFCCC (United Nations Framework Convention on Climate Change) and the technical assistance provided by the IPCC Intergovernmental Panel on Climate Change. Developed and managed a governmental panel Greenhouse Gas Inventory and Kyoto compliance.

Climate Change Adaptation Study in Sulaymaniah, Iraq, October 2010

Lead Planner for Feasibility: Completed benefit/cost analysis for public transportation and 20-year forecast of ridership on light rail throughout the city, (pop.900000). The work was part of a larger climate change adaptation program.

Senior Governance Advisor, US Department of State, Tikrit, Iraq, September 2009 –2010

Hired by US Department of State to advise Executive level government officials in Tikrit including the Governor, Deputy Governor for Technical Affairs, Governorate Council leaders, and General Directors of several departments. Provided advice in economic analysis, financial feasibility studies, socio-economics, public administration, budgeting, sustainability planning, and governance. Lived on US Army base (COB Speicher) and facilitated relationships between US military and Government officials in Salah ad Din Governorate

Deliverables Breakdown

Deliverables	Hours by Personnel				Total Hours	Rate	Total
	Crane	Carr	Chase	Cooper			
Deliverable from Task 1: Creation of Project Advisory Committee	3.32	0		0	3.32	120	\$ 398
Deliverable from Task 2: Inception Report	10		0	0	10	120	\$ 1,200
Deliverable for Task 3: Literature Review of Ecosystem Valuation Methods	25	0	0	5	30	120	\$ 3,600
Deliverables from Task 4: Project Status Report describing the Economic Profile of the 4-County study region.	5	10	5	5	25	120	\$ 3,000
Deliverables from Task 5:	15	10		10	35	120	\$ 4,200
1. Meetings with stakeholders/potential beneficiaries	9	0	0	0	9	120	\$ 1,080
2. Multiple site visits and area tours to relevant locations	20	0	0	0	20	120	\$ 2,400
3. One day-long workshop with Technical Advisory Committee and stakeholders to build the FECS framework for Choctawhatchee Bay ecosystem.	8				8	120	\$ 960
Deliverables from Task 6:					0	120	\$ -
1) REDYN Input-Output model fully calibrated to the 4-county region		5	5	5	15	120	\$ 1,800
2) Economic Contribution Analysis and Model outputs		5	5	5	15	120	\$ 1,800
Deliverable from Task 7: Draft Report	30				30	120	\$ 3,600
Deliverable from Task 8: Final report in full color, professionally formatted, and delivered in MS Word and .pdf formats. The report will be delivered electronically.	8				8	120	\$ 960
					0	120	\$ -
					0	120	\$ -
SUBTOTAL	133.32	30	15	30	208.32	120	\$ 24,998
Expenses - inclusive						0	
Total							\$ 24,998
Budget Notes							

Task 2: involves one (1) 2-hour meeting

Task 4: includes up to 9 hours of meeting time in any combination of in-person, one-on-one meetings or focus groups. To be determined with the client.

Proposed Timeline

February 1-28 2023	March 1-31 2023	April 1-30 2023
Task 1: Establish Technical Oversight Committee (Optional if client prefers)	Task 4: Stakeholder Assessment; NOEP framework; Secondary Data Collection	Task 6: Calibrations of REDYN I-O model
Task 2: Project Kickoff meeting in first week (January 4th). and Inception Report Delivered (by week 3)	Task 4: REDYN economic profile of study area. Delivered by Week 6	Task 6: Economic Contribution Analysis and Model outputs . Delivered by March 15
Task 3: Literature Review. started in week 2	Task 5: workshop with client on FECS framework Feb 15th (est)	Task 7: Draft Report March 25th
Task 3: Literature Review. Delivered by week 4	Task 5: multiple site visits and meetings/focus groups with stakeholders	

May 1-30 2023

Client review and feedback - 15
day review. Client delivers
comments to consultant by
April 10th

Task 8: Final Report 20 days
after receiving feedback from
client). Final report delivered
by April 30th 2023

Attachment "B"
Insurance Requirements

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

CONTRACTORS INSURANCE

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

WORKERS' COMPENSATION INSURANCE

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

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

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. Okaloosa County Board of County Commissioners shall be listed as an Additional Insured by policy endorsement on all policies applicable to this agreement except Worker's Compensation. A waiver of subrogation is required on all policies

BUSINESS AUTOMOBILE LIABILITY

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

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

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

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

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

CERTIFICATE OF INSURANCE

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

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

GENERAL TERMS

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

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

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

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

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

EXCESS/UMBRELLA INSURANCE

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

Attachment “C”

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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