

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/20/2023

Contract/Lease Control #: C23-3358-TDD

Procurement#: RFQ TDD 34-23

Contract/Lease Type: CONTRACT-AGREEMENT

Award To/Lessee: JDF ARCHITECTURE, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/19/2023

Expiration Date: 07/18/2026 W/2 1 YR RENEWALS

Description of: ARCHITECTURAL SERVICES FOR THE TOURIST DEVELOPMENT
DEPARTMENT

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

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

Closed: _____

CC: BCC RECORDS

C233358-TDP

PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET

7-18-2026

Procurement/Contract/Lease Number: 8423 Tracking Number: 496323

Procurement/Contractor/Lessee Name: TDP Architecture Grant Funded: YES ___ NO X

Purpose: architectural services for TDP

Date/Term: 3 yrs w/ 2 yr renewal 1. GREATER THAN \$100,000

Department #: 1410 2. GREATER THAN \$50,000

Account #: 531100 3. \$50,000 OR LESS

Amount: per task order

Department: TDP Dept. Monitor Name: Adams

Purchasing Review

Procurement or Contract/Lease requirements are met: DeRita Mason Date: 6-14-23

Purchasing Manager or designee: DeRita Mason, Erin Poole, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: no federal Grant Name: _____ Date: _____

Grants Coordinator: Suzanne Ulloa

Risk Management Review

Approved as written: see email attached Date: 6-15-23

Risk Manager or designee: Lydia Garcia

County Attorney Review

Approved as written: see email attached Date: 6-14-23

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: Odessa Cooper-Pool
Sent: Thursday, June 15, 2023 10:12 AM
To: DeRita Mason; Lynn Hoshihara
Cc: 'Parsons, Kerry'; Jacqueline Matichuk
Subject: RE: JDF Agreement-34-23
Attachments: JDF Agreement Draft.docx; General Services Insurance Requirements For Professional Liability.docx

Hello DeRita,

Please replace the insurance requirements with the revised General Service Insurance Requirements.

Thanks,
Odessa

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, June 14, 2023 1:38 PM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>; Jacqueline Matichuk <jmatichuk@myokaloosa.com>
Subject: JDF Agreement-34-23

Good afternoon,
Please review and approve the attached.
I will have one more just like this once this one is approved.

Thank you,

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
Office: (850) 689-5960 Ext. 6966
Cell: (850) 826-8010
dmason@myokaloosa.com

DeRita Mason

From: Lynn Hoshihara
Sent: Wednesday, June 14, 2023 3:57 PM
To: DeRita Mason
Cc: 'Parsons, Kerry'; Odessa Cooper-Pool; Jacqueline Matichuk
Subject: Re: JDF Agreement-34-23
Attachments: JDF Agreement Draft 6.14.23.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: Wednesday, June 14, 2023 2:38:01 PM
To: Lynn Hoshihara
Cc: 'Parsons, Kerry'; Odessa Cooper-Pool; Jacqueline Matichuk
Subject: JDF Agreement-34-23

Good afternoon,
Please review and approve the attached.
I will have one more just like this once this one is approved.

Thank you,

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2023

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

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

PRODUCER Niceville Insurance Agency 109 Bullock Blvd Niceville, FL 32578 Garrett Floyd	850-729-2131		CONTACT NAME: Garrett Floyd PHONE (A/C, No, Ext): 850-729-2131 E-MAIL ADDRESS: garrett@niafl.net	FAX (A/C, No): 850-729-2134
	INSURED JDF Architecture LLC 201 Hollywood Blvd, NE Fort Walton Beach, FL 32548			INSURER(S) AFFORDING COVERAGE INSURER A: Southern Owners Insurance Co INSURER B: Progressive Ins Co INSURER C: INSURER D: INSURER E: INSURER F:

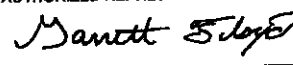
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>		78292945	10/02/2022	10/02/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			03822286	06/22/2023	06/22/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liab.			AAEP000424221	08/10/2023	08/10/2024	Aggregate \$ 2,000,000 Ech Claim \$ 2,000,000

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

The Certificate Holder is listed as Additional Insured for General Liability purposes.

CERTIFICATE HOLDER OKALO32 Okaloosa County Board of County Commissioners 5489 Old Bethel Rd Crestview, FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



June 27, 2023

DeRita Mason
OKALOOSA COUNTY PURCHASING DEPARTMENT
5479A Old Bethel Road
Crestview, Florida 32536

**RE: WORKMANS COMPENSATION CONTRACT REQUIREMENT
OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
TDD Contract 34-23**

Dear Ms. Mason:

Per the State of Florida's Division of Workers' Compensation coverage requirements, the office of JDF Architecture is not required to carry this coverage. Per Florida Statue 440.055, our office is below the four (4) employee threshold required to comply with this requirement. We respectfully request Okaloosa County waive this requirement.

If you have any questions or would like to speak further on this subject, please feel free to call me.

Sincerely,

A handwritten signature in black ink, appearing to be 'JDF'.

Jason D. Floyd, AIA



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

Detail by FEI/EIN Number

Florida Limited Liability Company
 JDF ARCHITECTURE, LLC

Filing Information

Document Number L12000084123
FEI/EIN Number 45-5580519
Date Filed 06/26/2012
Effective Date 07/01/2012
State FL
Status ACTIVE

Principal Address

201 HOLLYWOOD BOULEVARD, NE
 FORT WALTON BEACH, FL 32548

Changed: 02/14/2019

Mailing Address

201 HOLLYWOOD BOULEVARD, NE
 FORT WALTON BEACH, FL 32548

Changed: 02/14/2019

Registered Agent Name & Address

FLOYD, JASON D
 31 Bay Drive SE
 Fort Walton Beach, FL 32548

Address Changed: 01/26/2022

Authorized Person(s) Detail

Name & Address

Title MGR

Floyd, Jason D
 31 Bay Drive SE
 Fort Walton Beach, FL 32548

Annual Reports

Report Year	Filed Date
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2021 01/26/2021
2022 01/26/2022
2023 01/18/2023

Document Images

<u>01/18/2023 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/26/2022 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/26/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/23/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/14/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/19/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/09/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/25/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/07/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/19/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/29/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>06/26/2012 -- Florida Limited Liability</u>	View image in PDF format



Board of County Commissioners Purchasing Department

State of Florida

Date: May 19, 2023

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
RFQ TDD 34-23

Architectural Services for the Tourist Development Department

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:

JDF Architecture, LLC
201 Hollywood Blvd NE
Fort Walton Beach, FL 32548

DAG Architects, Inc.
1223 Airport Rd.
Destin, FL 32541

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,

**DeRita
Mason**

DeRita Mason
Purchasing Manager

Digitally signed by DeRita
Mason
Date: 2023.05.17 11:19:38
-05'00'

CONTRACT #: C23-3358-TDD
JFD ARCHITECTURE, INC.
ARCHITECTURAL SERVICES FOR TDD
EXPIRATION: 07/18/2026 W/2 1 YR RENEWALS

PROFESSIONAL SERVICES AGREEMENT

**ARCHITECTURAL SERVICES FOR THE
TOURIST DEVELOPMENT DEPARTMENT**

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

**PROFESSIONAL SERVICES AGREEMENT - ARCHITECTURAL SERVICES FOR
THE TOURIST DEVELOPMENT DEPARTMENT**

This Contract is made and entered into this 18th day of July, 2023, by and between OKALOOSA COUNTY, FLORIDA (“COUNTY”), a political subdivision of the State of Florida, located at 1250 Eglin Pkwy, N, Shalimar, FL 32579, and JDF Architecture, LLC., a Florida Limited Liability Company, whose principal place of business is at 201 Hollywood Blvd NE, Fort Walton Beach, FL 32548 (the “Consultant”), whose Federal I.D. number is 45-5580519, in connection with Okaloosa County Request for Qualifications No. RFQ TDD 34-23 and the professional services set forth therein.

W I T N E S S E T H

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

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

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

**ARTICLE ONE
CONSULTANT’S RESPONSIBILITY**

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

1.2. The Services required under this Contract to be performed by Consultant shall be those set forth in Article Two and Exhibit A and shall be issued periodically as Notice to Proceeds. The basis of compensation to be paid Consultant by the County for Services is set forth in Article Five and Schedule A, “Basis of Compensation” attached to each Notice to Proceed, which is attached hereto and incorporated herein. Work Authorization requests will be made to Consultant as may be warranted, including but not limited to updates of plans, designs of improvements, field and construction services, acquisition analysis, and permitting activities as may be reasonably contemplated hereunder.

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

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

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

Jason Floyd

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

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

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

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

ARTICLE TWO SERVICES OF CONSULTANT

2.1 As authorized or required by the County in a Notice to Proceed, and agreed to by Consultant, Consultant shall furnish or obtain from others Services of the types listed in Exhibit A. These services will be paid for by the County as indicated in Article Five and Schedule A and as confirmed in each Notice to Proceed.

ARTICLE THREE COUNTY'S RESPONSIBILITIES

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

- a. The scope of services to be provided and performed by the Consultant hereunder;

- b. The time the Consultant is obligated to commence and complete all such services; or
 - c. The amount of compensation the County is obligated or committed to pay the Consultant.
- 3.2. The County's Representative shall:
- a. Review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed in accordance with this Contract;
 - b. Provide all criteria and information requested by Consultant as to County's requirements, for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
 - c. Upon request from Consultant, assist Consultant by placing at Consultant's disposal all available information in the County's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project;
 - d. Arrange for access to and make all provisions for Consultant to enter the Project site to perform the services to be provided by Consultant under this Contract; and
 - e. Provide notice to Consultant of any deficiencies or defects discovered by the County with respect to the services to be rendered by Consultant hereunder.
- 3.3. Consultant acknowledges that access to the Project Site, to be arranged by County for Consultant, may be provided during times that are not the normal business hours of the Consultant.
- 3.4. County shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for the Project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.
- 3.5. For the purposes of this Contract, the County's Representative shall be:

Sharon Gold, TDD

ARTICLE FOUR TIME

- 4.1. Services to be rendered by Consultant shall be commenced subsequent to the execution of any Notice to Proceeds issued pursuant to this Contract, after receiving written Notice to Proceed from County for all or any designated portion of the Project and shall be performed and completed in accordance with the Project Schedule attached to the Notice to Proceed for the Project.
- 4.2. Should Consultant be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the County, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify County in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

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

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

4.5 The agreement shall begin when all parties have signed and continue for a period of three (3) years. The County shall have the option to renew for up to two (2) one (1) year renewals upon written agreement by all parties.

ARTICLE FIVE COMPENSATION

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

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

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

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

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

ARTICLE SIX WAIVER OF CLAIMS

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

ARTICLE SEVEN TRUTH IN NEGOTIATION REPRESENTATIONS

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

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

ARTICLE EIGHT TERMINATION OR SUSPENSION

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

8.2. If, after notice of termination of this Contract as provided for in paragraph 8.1 above, it is determined for any reason that Consultant was not, in default, or that its default was excusable, or that County otherwise was not entitled to the remedy against Consultant provided for in paragraph 8.1, then the

notice of termination given pursuant to paragraph 8.1 shall be deemed to be the notice of termination provided for in paragraph 8.3 below and Consultant's remedies against County shall be the same as and limited to those afforded Consultant under paragraph 8.3 below.

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

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

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

ARTICLE NINE PERSONNEL

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

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

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

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

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

9.10 The Consultant warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees

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

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

ARTICLE TEN SUBCONTRACTING

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

ARTICLE ELEVEN FEDERAL AND STATE TAX

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

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

ARTICLE TWELVE OWNERSHIP OF DOCUMENTS

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

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

ARTICLE THIRTEEN MAINTENANCE OF RECORDS & PUBLIC RECORDS

13.1. Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of three (3) years from the date of termination of this Contract or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit,

inspect and copy all such records and documentation as often as they deem necessary during the period of this Contract and during the three (3) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

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

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

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

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

ARTICLE FOURTEEN INSURANCE

14.1. During the life of the Contract the Consultant shall provide, pay for, and maintain, with companies satisfactory to the County, the types of insurance as set forth in attached Exhibit B.

ARTICLE FIFTEEN INDEMNIFICATION

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

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

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

ARTICLE SIXTEEN SUCCESSORS AND ASSIGNS

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

ARTICLE SEVENTEEN REMEDIES

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

ARTICLE EIGHTEEN CONFLICT OF INTEREST

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

18.2. The Consultant shall promptly notify the County Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided

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

ARTICLE NINETEEN DEBT

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

ARTICLE TWENTY NONDISCRIMINATION

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

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

ARTICLE TWENTY-ONE ENFORCEMENT COSTS

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

ARTICLE TWENTY-TWO NOTICE

22.1. All notices required in this Contract shall be sent by certified mail, return receipt requested to the Consultant's Representative and the County Representative at the addresses shown in Articles One and Three hereof.

ARTICLE TWENTY-THREE MODIFICATION OF SCOPE OF WORK

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

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

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

ARTICLE TWENTY-FOUR MODIFICATION

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

ARTICLE TWENTY FIVE MISCELLANEOUS

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

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

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

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

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

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

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

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

ARTICLE TWENTY SIX MINORITY/WOMEN’S BUSINESS ENTERPRISES

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

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

ARTICLE TWENTY SEVEN PROCUREMENT OF RECOVERED MATERIALS

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

ARTICLE TWENTY EIGHT

ENVIRONMENTAL AND ENERGY POLICIES

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

28.2 Clean Air Act.

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

28.3 Federal Water Pollution Control Act.

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

ARTICLE TWENTY NINE FEDERAL SUSPENSION AND DEBARMENT

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

- a. The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- b. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

c. The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**ARTICLE THIRTY
LOBBYING**

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

**ARTICLE THIRTY ONE
THIRD PARTY BENEFICIARIES**

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

**ARTICLE THIRTY TWO
SEVERABILITY**

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

**ARTICLE THIRTY THREE
REPRESENTATION OF AUTHORITY TO CONTRACT/SIGNATORY**

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

(The remainder of this page left blank intentionally)

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

JDF ARCHITECTURE, LLC

Jason Floyd

Digitally signed by Jason Floyd
DN: cn=Jason Floyd, o=JDF Architecture,
LLC, ou,
email=j.floyd@jdfarchitecture.com, c=US
Date: 2023.06.26 10:08:18 -0500

Authorized Representative

Jason Floyd, Principal

(Printed)

**BOARD OF COUNTY COMMISSIONERS OF
OKALOOSA COUNTY, FLORIDA**

Robert A. "Trey" Goodwin, III, Chairman

ATTEST:

J.D Peacock, Clerk of Court

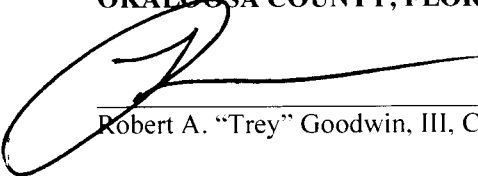
IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

JDF ARCHITECTURE, LLC

Authorized Representative

Jason Floyd, Principal
(Printed)

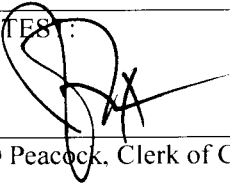
**BOARD OF COUNTY COMMISSIONERS OF
OKALOOSA COUNTY, FLORIDA**



Robert A. "Trey" Goodwin, III, Chairman



ATTEST:



J.D. Peacock, Clerk of Court

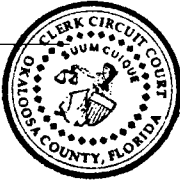


EXHIBIT "A"
SCHEDULE "A"
VENDOR'S PROPOSAL
BASIS OF COMPENSATION

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

The selected, as-needed consultant(s) will provide comprehensive architectural services (site engineering, landscape, civil, geotechnical, design-related, data management), to support the County's Tourist Development Department. Design and engineering services may be related to the following types of activities and facilities:

- existing facility renovation
- facility expansion projects
- landscaping
- lighting and electrical
- parking structure
- highway walkover construction
- signage
- any other type of project, which may be under the purview of the Tourist Development Department (e.g. beach access ways, restrooms, other amenities)

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

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

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

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

4. Payments will be made for services rendered on no more than on a monthly basis, within thirty (30)

days of submittal of an approvable invoice. The number of the Notice to Proceed pursuant to which the services have been provided shall appear on all invoices. All invoices shall be reasonably substantiated, identify the services rendered and must be submitted in triplicate in a form and manner required by County.



OKALOOSA COUNTY TDD – RFQ 43-23
RATE SCHEDULE
2023

Architecture

Principal Architect	\$ 250 per hour
Senior Project Manager	\$ 160 per hour
CAD Technician	\$ 125 per hour
Administrative	\$ 75 per hour

Civil

Principal	\$ 150 per hour
Registered Engineer	\$ 125 per hour
Registered Surveyor	\$ 100 per hour
Project Manager	\$ 100 per hour
Draftsman	\$ 75 per hour
Administrative	\$ 65 per hour

Structural

Project Engineer	\$ 300 per hour
Administrative	\$ 75 per hour

Mechanical / Plumbing

Project Engineer	\$ 250 per hour
Design Engineer	\$ 150 per hour
Draftsman	\$ 100 per hour
Administrative	\$ 80 per hour

Electrical

Senior Engineer	\$ 257 per hour
Project Engineer	\$ 190 per hour
Communications Engineer	\$ 179 per hour
Lighting Design Professional	\$ 168 per hour
Senior Electrical Designer	\$ 123 per hour
Electrical Designer	\$ 100 per hour
CAD Draftsman	\$ 78 per hour
Administrative	\$ 73 per hour

Landscape

Designer	\$ 250 per hour
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ATTACHMENT "B"
INSURANCE REQUIREMENTS



Request for Qualifications
for
ARCHITECTURAL SERVICES

Okaloosa County
Tourist Development Department

RFQ TDD 34-23

April 20, 2023





April 20, 2023

Ms. DeRita Mason
OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS
1250 Eglin Parkway
Shalimar, FL 32579

REFERENCE: REQUEST FOR QUALIFICATIONS
ARCHITECTURAL SERVICES FOR TOURIST DEVELOPMENT DEPARTMENT
RFQ TDD 34-23

Dear Ms. Mason and Evaluation Committee:

Thank you for the opportunity to submit JDF Architecture's qualifications to Okaloosa County for the Tourist Development Department's continuing services contract. We are very excited about this opportunity and look forward to working with Okaloosa County once again on any of the proposed and future projects.

For the past 7 to 8 years, JDF Architecture has worked on several projects for Okaloosa County to improve County operations and functions for various departments. We have provided many solutions to solve issues ranging from growth needs to outdated infrastructure. Being born and raised here in Okaloosa County, I have personally seen the growth and demand on our daily operations and infrastructure. As you will find in this package, the team we have assembled is mainly based out of Okaloosa County. We are not an out of town team that isn't fully engaged and truly knows what it is like to live here in this beautiful area. Our goals are to address the needs of the Tourist Development Department in any way possible to better our community not only for ourselves, but the people who come to visit. Our firm is highly familiar with local and State permitting agencies as most of our work is local.

JDF Architecture has earned a reputation for being extremely great to work. Our company focuses on communication and meeting the clients' needs economically and efficiently. Our personalities are welcoming and creative based on the design problem at hand. When the phone rings, we answer. Working with three previous firms taught me many valuable and some not so valuable business dealings. Projects are all about the creation of a solution we can all be happy with by having an open line of communication along the way. Our communication and desire to solve problems throughout all processes is unmatched. Make no mistake, you will know who you are working with.

As you review the qualifications within this package you will find that our strengths and experience in the requested type of work sets us apart. We take great pride in the qualities that make JDF Architecture, LLC a productive, responsive, community driven, team oriented company. Some of the highlighted qualities that apply to this contract include:

- Production of projects is on time and on budget
- Proven track record with client satisfaction
- Take great pride in our County's direction
- Our company is truly involved in our community

JDF Architecture, LLC is ready to accept the challenge and qualified to perform the work required by any of the projects the TDD presents to us. You will find in our package that our teams past performance with projects affiliated with Okaloosa County is highly credible. Repeat business with not only these governing entities, but other clientele, speaks for itself in client satisfaction. Over 80% of our business is from repeat clients or referrals and continues to grow as JDF Architecture develops. Our proven track record is clear in that we meet the client's needs not only economically, but efficiently and functionally as well.

You will find that our proposal is straight and to the point with providing you the necessary information requested to make your decision. The JDF Architecture team looks forward to working with the Okaloosa County TDD and producing economical, yet functional designs our community and visitors alike would be proud of. You will not find a firm that works as efficiently and effectively as we do and will always have the best interest of the Okaloosa County TDD in mind.

I encourage you to reach out to the provided references to understand the experience they had while working with our firm. Who a firm is and what they represent speaks louder than all of these words.

Once again, we appreciate the opportunity to demonstrate how we best can assist the County and greatly look forward to working with you on these various potential projects. If you have any question, please don't hesitate to contact me at your convenience to discuss any portion of these qualifications.

Sincerely,

A handwritten signature in black ink, appearing to be 'JDF', written in a cursive style.

Jason D. Floyd, AIA



REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

RFQ TITLE:
**ARCHITECTURAL SERVICES FOR THE
TOURIST DEVELOPMENT DEPARTMENT**

RFQ NUMBER:
RFQ TDD 34-23

<u>ISSUE DATE:</u>	March	20,	2023
<u>LAST DAY FOR QUESTIONS:</u>	April	5,	2023 at 3:00 P.M. CST
<u>RFQ OPENING DATE & TIME:</u>	April	20,	2023 at 3:00 PM CST

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

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

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

COMPANY NAME JDF Architecture LLC

MAILING ADDRESS

201 Hollywood Blvd NE

CITY, STATE, ZIP Fort Walton Beach, FL 32548

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 45-5580519

TELEPHONE NUMBER: 850-496-2166 EXT: _____ FAX: n/a

EMAIL: j.floyd@jdfarchitecture.com

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

AUTHORIZED SIGNATURE: 

PRINTED NAME: Jason Floyd, AIA

TITLE: Principal

DATE: 04.19.2023

**ARCHITECTURAL SERVICES FOR THE TOURIST DEVELOPMENT DEPARTMENT
RFQ TDD 34-23**

Pursuant to Chapter 287.055, Florida Statutes and County policy, the Okaloosa County Board of County Commissioners (BCC) requests qualifications from consultants who can provide **ARCHITECTURAL SERVICES FOR THE TOURIST DEVELOPMENT DEPARTMENT**

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

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

Unless otherwise stipulated in the proposal description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until **3:00 p.m. CST April 20, 2023**, at which time all proposals that are timely submitted will be opened and reviewed.

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

For this solicitation please contact:
DeRita Mason, Purchasing Manager
850-589-5960
dmason@myokaloosa.com

DeRita Mason
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Robert "Trey" Goodwin, III, Chairman

QUALIFICATION REQUIREMENTS

PROPOSAL #: RFQ TDD 34-23

PROPOSAL ITEM: ARCHITECTURAL SERVICES FOR THE TOURIST DEVELOPMENT DEPARTMENT

BACKGROUND

This is a Request for Qualifications (“RFQ”) for interested consultants that possess the requisite experience and expertise in Architectural services, including but not limited to, engineering, facilities, civil, structural, mechanical, electrical, and landscape, as may be required by the Okaloosa County Tourist Development Department (TDD). The TDD operates and maintains a 5,000 sq ft Visitor Center built in 1994, a 77,000 sq ft Convention Center built in 2003, and several beach access ways and parks throughout Okaloosa County. Construction and development of additional facilities is anticipated in the northern end of the County. This RFQ is issued pursuant to section 287.055, Florida Statutes, known as the Consultant Competitive Negotiation Act (CCNA).

The County reserves the right to award multiple contracts for an initial three-year period for services as needed. The County shall have the option to extend for up to two (2) one (1) year renewals. The County does not guarantee the contract renewal.

SCOPE OF WORK

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work that may be required. Firms offering their services in response to this RFQ may suggest other services provided that such other services are specifically and separately identified as such, with an explanation as to why the respondent believes such services to be essential to the needs of the County.

The selected, as-needed consultant(s) will provide comprehensive architectural services (site engineering, landscape, civil, geotechnical, design-related, data management), to support the County’s Tourist Development Department. Design and engineering services may be related to the following types of activities and facilities:

- existing facility renovation
- facility expansion projects
- landscaping
- lighting and electrical
- parking structure
- highway walkover construction
- signage
- any other type of project, which may be under the purview of the Tourist Development Department (e.g. beach access ways, restrooms, other amenities)

Selected consultant(s) must have sufficient staff to assure availability in handling several projects simultaneously for task continuity, prompt delivery of services and completion of assigned tasks. Depending on the project assignment, consultant may work in conjunction with the County technical staff and/or other consultants hired by the County as part of a project team.

General Standards of Work – The actual scope of work and specific assignments will be determined on an as-needed basis. A task order will be executed for each specific project. The County reserves the right to award work related to this solicitation through a separate formal competitive solicitation.

QUALIFICATION PREPARATION INSTRUCTIONS

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

The submittals will be reviewed by a Selection Review Committee appointed by the Board of County Commissioners. Responses should be responsive to the items identified in this RFQ and contain no more than 40 pages, #12 font minimum.

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

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

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

1. **Letter of Interest** shall be prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually. The letter shall include location of the firm's office that will be the lead office for this contract and any anticipated sub-consultants.
2. **Experience /Qualifications (70 Points)** – provide a listing of completed or on-going projects, with a description of the work performed by the firm that is similar to the services described herein. The list should include only projects that had significant input from individuals who will be assigned to work on County projects. Information regarding recent, current, and projected workloads of individuals who will be assigned to the County, as well as the volume of work previously awarded to the firm by the County should be provided.

Subcontractors – If subcontractors will be used, provide a listing of completed or on-going projects, with a description of the work performed by the subcontractors that is similar to the services described herein. The list should include only projects that had significant input from individuals who will be assigned to work on County projects. Information regarding recent, current, and projected workloads of individuals who will be assigned to the County, as well as the volume of work previously awarded by the County should be provided.
3. **Project Management Organization (15 Points)** – describe the organizational structure that will be utilized to provide services. Identify key personnel to be assigned to the County, describe their respective areas of expertise, and provide a resume of their qualifications, education and experience. Ability to meet time and budget requirements should be demonstrated.

Subcontractors – If subcontractors will be used, identify key personnel to be assigned to the County, describe their respective areas of expertise, and provide a resume of their qualifications, education and experience. Ability to meet time and budget requirements should be demonstrated.

4. **References (15 points)** - Please provide five (5) references with a brief written summary of the scope of work, contract amount, name, telephone number and timing of service.
5. **Additional Information & Comments** – The contents under this heading are to be left to the discretion of the consultant. Material must be pertinent to the RFQ but not otherwise requested in the RFQ.
6. **Business Credentials and Other** – Provide sufficient information to demonstrate legal authority to do business in the state of the firm and any sub-consultant to perform the work. Indicate whether the firm and/or any sub-consultant are disadvantaged business enterprises. Show State of Florida licensing/registration qualifications of the firm and key personnel. Copies of all completed forms required by this RFQ are included in this section.
7. **Financial Stability**- In the case of Federal and/or Florida State funded procurements, prior to awarding this contract, the top respondents will be required to submit to a soft credit pull for purposes of the County's Risk Assessment consideration; objections by any respondent will disqualify them from consideration. Bad credit indicating you are a high risk may impact your application. Responses will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings

SELECTION CRITERIA

The following criteria are to be utilized in the evaluation of qualifications of the firm to provide professional services for the County:

- a. Experience and Qualifications **(70 points total, as broken out below)**
 - Projects of Similar Scope **(40 points)**
 - Architectural Services **(5 points)**
 - Facilities Services **(5 points)**
 - Structural Services **(5 points)**
 - Mechanical Services **(5 points)**
 - Electrical Services **(5 points)**
 - Landscape Services. **(5 points)**
- b. Project Management Organization **(15 points)**
- c. References **(15 points)**

NOTE: This contract may be non-exclusive. The County reserves the right to award any or all services to one or more firm(s).

PROCUREMENT SCHEDULE (ANTICIPATED)

RFQ Advertised & Posted on Website	03/20/2023
Deadline for Questions	04/05/2023
RFQ Response Due Date	04/20/2023
Selection Review Committee Meeting	05/09/2023
Oral Presentations *if needed	Week of May 15
Recommend Award to BCC via ITA	05/19/2023
Contract Negotiations	Week of May 22, 2023
Finalize/Execute Agreement	June 20, 2023

**GENERAL SERVICES INSURANCE REQUIREMENTS FOR
PROFESSIONAL LIABILITY**

CONTRACTORS INSURANCE

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

BUSINESS AUTOMOBILE LIABILITY

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

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability 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.

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts, errors or omissions committed by the Contractor or its employees in performing its professional services under this contract. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

INSURANCE LIMITS OF LIABILITY

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

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

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence,

recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

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

GENERAL TERMS

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

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

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

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

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

EXCESS/UMBRELLA INSURANCE

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

GENERAL CONDITIONS

1. PRE-QUALIFICATION ACTIVITY -

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

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

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

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

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

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

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

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

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

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

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

The submittal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall

be filled in on the form. The address and telephone # for communications regarding the submittal shall be shown.

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

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

If within 24 hours after qualifications are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its submittal, that respondent may withdraw its submittal, and the respondent's security will be returned, if any.
- 6. QUALIFICATIONS DOCUMENTS TO REMAIN SUBJECT TO ACCEPTANCE** – All qualifications documents will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the opening, but the County may, in its sole discretion, release any submittal and return the respondent's security, if required prior to the end of this period.
- 7. CONDITIONAL & INCOMPLETE QUALIFICATIONS** - Okaloosa County specifically reserves the right to reject any conditional submittal and qualifications which make it impossible to determine the true quality of services to be provided by respondent.
- 8. ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County's best interest.
- 9. APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the qualifications throughout, and they will be deemed to be included in any contract the same as though they were written in full therein.
- 10. PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.

- 11. DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit qualifications for a contract to provide goods or services to a public entity, may not submit qualifications on a contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 12. PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 13. CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their qualifications the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.
- Note:** For respondent's convenience, this certification form is enclosed and is made part of the RFQ package.
- 14. REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
- 15. INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish any additional information and financial data for this purpose as the County may request.
- 16. REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071(1)(b)2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- 17. COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon being removed from the Active Contractors List or termination of any contract resulting from this solicitation.
- 18. PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may

hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

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

19. SUSPENSION OR TERMINATION FOR CONVENIENCE - The County may, at any time, without cause, order respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of any contract resulting from this solicitation for the County's convenience.

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

20. FAILURE OF PERFORMANCE/DELIVERY - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the vendor list for duration of one (1) year, at the option of County.

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

22. EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

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

24. UNAUTHORIZED ALIENS/PATRIOT'S ACT – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the terms under which respondent was placed on the Active Contractors List. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any

said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the subject contract and removal of the respondent from the Active Contractors list. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

25. IDENTICAL TIE PROPOSAL - 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.

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

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

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

27. DRUG-FREE WORKPLACE -Qualifications will only be received from respondents who can certify to having a drug-free workplace program. To have a Drug-Free Workplace program, a business shall, at a minimum, meet the requirements of Florida Statutes, Section 287.087. Respondents shall utilize **DRUG-FREE WORKPLACE PROGRAM CERTIFICATION FORM** provided to make this certification.

28. INDEMNIFICATION & HOLD HARMLESS -CONSULTANT shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement. Respondent shall acknowledge and agree to the Indemnification and Hold Harmless clause

29. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall disclose lobbying activity using the **CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES** Form provided.

30. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12698)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or

proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. Respondents shall utilize **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS** form provided to make this certification.

31. **MANDATORY DISCLOSURES-** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
32. **CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA** - Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>.
33. **System of Award Management (SAM.gov).** If grant funded, all vendors must be registered in SAM in order to do business with the County. In order to be considered for the project, the vendor must be registered prior to submitting a bid/proposal with the County. Failure to show proof of SAM.gov registration at time of submitting a bid/proposal may deem the vendors bid/proposal unresponsive. You can register for SAM at the below link: <https://sam.gov/content/home>. Note it can take some time for a vendor to get registered for the System of Award Management and as such it is important to start the process as soon as possible to qualify as a responsive vendor.
34. **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: CERTIFICATION REGARDING LOBBYING

RESPONSE DOCUMENT #10: SWORN STATEMENT – PUBLIC ENTITY CRIMES

RESPONSE DOCUMENT #11: GOVERNMENTAL DEBARMENT & SUSPENSION

RESPONSE DOCUMENT #12: VENDORS ON SCRUTINIZED COMPANIES LIST

RESPONSE DOCUMENT #13: GRANT FUNDED CLAUSES

RESPONSE DOCUMENT #14: BUY AMERICAN CERTIFICATE

RESPONSE DOCUMENT#15: CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA

*SEE 32 ABOVE

EXPERIENCE / QUALIFICATIONS

JDF Architecture is a Fort Walton Beach, Florida based architectural limited liability company owned and operated by **native architect** Jason D Floyd, AIA. He has built this company based on creating long term client relationships and producing impactful projects. With over 20 years of experience in the Southeast, Jason has completed an assortment of project types ranging from governmental, educational, commercial, retail, restaurant, aviation, entertainment venues and custom residences. Our philosophy is providing experiences that impact communities. JDF Architecture strives to produce a creative solution for clients and an inspiration to those who experience it.

Established in July of 2012, JDF Architecture believes that creating a relationship between client and architect and engaging them in the process is imperative to achieving a precise understanding of the client's needs and goals. We will work closely with you to develop a functional, yet cost effective solution for your projects. JDF Architecture believes in building a unified design team and construction team with the same goals in mind to produce a quality project on schedule and within budget.

We have earned a reputation for meeting the client's needs, producing a quality product and getting the job done. This reputation has contributed to a significant amount of business from repeat clients. Our reputation, quality of work and client relations has led us to become one of the more well know firms here in Okaloosa County.

JDF Architecture offers architectural services ranging from architectural design, master planning, facility programming, existing conditions survey, new construction, renovations and additions. We provide services to various entities including county and municipal governing authorities, private developers, corporations and home owners.

Project experience below is specific to local projects our firm has worked on to demonstrate our past performance in bettering our community.

Awarded 2021 Best in Destin - Architect

Awarded 2020 Best in Destin - Architect

Awarded 2017 AIA NWFL Community Service Honor Award

Awarded 2015 Small Business of the Year by the Fort Walton Beach Chamber of Commerce

EDUCATION

Fort Walton Beach High School, 1994

Associate of Arts (Drafting), Okaloosa Walton College, 1998

Bachelor of Architecture, Louisiana State University, 2001

PROFESSIONAL LICENSE

State of Florida Architecture Registration #AR93906

State of Florida Business License #AA26002502

State of Alabama Architecture Registration #6703

AFFILIATIONS

Allsports Association (2017-present)

Boy's and Girl's Club of the Emerald Coast Board (2017-present)

Fort Walton Beach Chamber of Commerce Board (2015-2019)

American Institute of Architects (2007-present)

National Council of Architectural Registration Boards (1997-present)

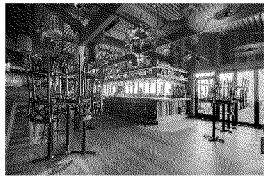
Fort Walton Beach Chamber of Commerce (2009-present)

Fort Walton Beach Chamber of Commerce, Military Affairs Committee (2011-2012)

Graduate of Leadership Okaloosa (2010)

Wildlife Rehabilitators Partnership Board of Directors (2006-2013)

Emerald Coast Wildlife Refuge (2004-2006)



201 hollywood boulevard ne
fort walton beach
florida
32548
850.496.2166
j.floyd@jdfarchitecture.com

AVIATION (related to Okaloosa County)

Destin-Fort Walton Beach Airport ARFF Fire Station – Eglin AFB, FL
Destin-Fort Walton Beach Airport Restaurant Build-Out – Eglin AFB, FL
Destin-Fort Walton Beach Airport Credit Card Canopy – Eglin AFB, FL
Destin-Fort Walton Beach Airport Police Station – Eglin AFB, FL
Destin-Fort Walton Beach Airport Baggage Handling System Renovation – Eglin AFB, FL

GOVERNMENTAL (related to Okaloosa County)

Okaloosa County Water and Sewer Field Office – Fort Walton Beach, FL
Okaloosa County Water and Sewer Maintenance Office – Fort Walton Beach, FL
Okaloosa County Sheriff Office Training Center – Crestview, FL
Ocean City-Wright Fire Control District Firehouse #1 – Fort Walton Beach, FL
Ocean City-Wright Fire Control District Station 2 Ramp – Shalimar, FL
Ocean City-Wright Fire Control District Station 4 Preliminary Design – Fort Walton Beach, FL
City of Fort Walton Beach Facilities Assessment – Fort Walton Beach, FL
City of Fort Walton Beach Fire Station West Schematic Design – Fort Walton Beach, FL
City of Fort Walton Beach “The Landing” Park Renovations – Fort Walton Beach, FL
City of Fort Walton Beach Chester Pruitt Park – Fort Walton Beach, FL
City of Fort Walton Beach Heritage Museum and Cultural Center – Fort Walton Beach, FL
City of Fort Walton Beach Cemetery Administration Office – Fort Walton Beach, FL

OFFICE LOCATION

The ability to respond to a client and their project is extremely important to the JDF Architecture design team. **Located near the downtown area of Fort Walton Beach, JDF Architecture's unique location provides a response time to any south end County project location within minutes, and any north end County project within 1 hour.** JDF Architecture believes it is essential to have a project team who can react immediately to any project and be onsite as quickly as possible to address any important issues that may arise and handle them expeditiously.

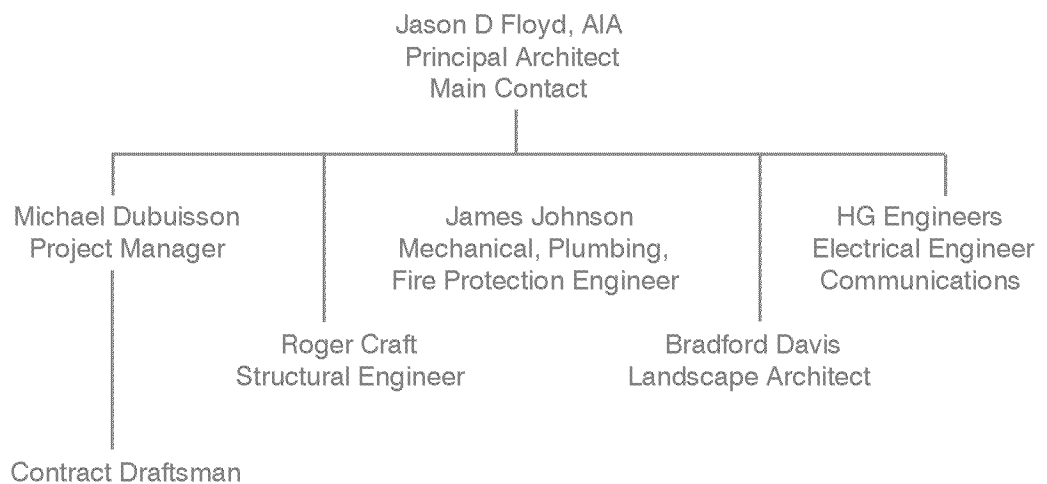
FIRM
INFO



PROJECT MANAGEMENT/ ORGANIZATION

DESIGN TEAM

JDF Architecture prides itself not only on the core values as mentioned earlier, but also on the assembled local consultant team to fulfill the task. Consulting Engineers involved with this project under JDF Architecture have a long standing working relationship that goes back well over 10 years. Every project our team has designed and constructed has exceeded our client's expectations. The JDF Architecture team stands ready to serve Okaloosa County and are excited to produce a project the Tourist Development Department can be proud of.



AVAILABILITY OF RESOURCES

The architectural team will consist of Jason Floyd, AIA as the Project Architect and main contact for each project, and Michael Dubuisson, a Project Manager who has over 40 years of general architectural experience. Our company also has a contract draftsman on standby in the event additional man power is needed. JDF Architecture believes in keeping overhead low and manageable while producing projects of the same caliber as large corporate higher overhead firms.

JDF Architecture's current work load consists of several different project types in various design phases, in different locations. A sampling of them include five (5) multi-purpose buildings under construction for our local school district at each highschool in the County. Four new projects in downtown Fort Walton Beach under construction and two others within 30 minutes from our office. We have two on the books for Santa Rosa County as well, so you can see how diverse our clients and project locations can be. Our company works with many local businesses as well to create new efficient office, retail and assembly space to accommodate progress and growth. With the resources we have, our office has managed over 15 active projects at one time. With our current and projected work load, I have no question we can support any of the projects we are tasked with.



CIVIL ENGINEERING

Choctaw Engineering

Mark Siner, PE – Civil Engineer
112 Truxton Avenue
Fort Walton Beach, FL 32547

Bachelor of Science in Civil Engineering, Clemson University – 1990
Years with Current Firm: 25 Years
Total Years' Experience: 33 Years

Okaloosa County Administration Building – Shalimar, FL
Destin-Fort Walton Beach Convention Center – Fort Walton Beach, FL
City of Fort Walton Beach Public Works – Fort Walton Beach, FL
City of Fort Walton Beach Heritage Museum and Cultural Center – Fort Walton Beach, FL
HSU Innovation Institute North – Crestview, FL

Mark will be the point of contact and engineer of record for any projects we are tasked with. Our firm has worked with Mark now for close to 10 years and continuously perform on budget and on schedule. Choctaw Engineering has two support engineers to produce work and manage projects. This firm has capacity for additional work and is prepared to handle it.

STRUCTURAL ENGINEERING

RAC Engineering

Roger Craft, PE – Structural Engineer
Gulf Breeze, FL

Bachelor of Science in Structures, University of South Florida – 1975
Years with Current Firm: 36 Years
Total Years' Experience: 47 Years

Okaloosa County Water and Sewer Field Office – Fort Walton Beach, FL
Okaloosa County Water and Sewer Maintenance Building – Fort Walton Beach, FL
Okaloosa County Sheriff Training Center – Crestview, FL
City of Fort Walton Beach “The Landing” Park Renovations – Fort Walton Beach, FL
City of Fort Walton Beach Heritage Museum and Cultural Center – Fort Walton Beach, FL

Roger will be the point of contact and engineer of record for any projects we are tasked with. Our firm has worked with Roger now for close to 10 years and continuously perform on budget and on schedule. Very much like the JDF Architecture model, RAC Engineering also has additional support on standby if workloads become great. This firm has capacity for additional work and is prepared to handle it.

MECHANICAL, PLUMBING & FIRE PROTECTION ENGINEERING

Johnson Peaden Engineering

James Johnson, PE – Mechanical, Plumbing, Fire Protection Engineer
221 Hollywood Boulevard, NE
Fort Walton Beach, FL 32548

Bachelor of Science in Mechanical Engineering, University of Alabama – 1993
Years with Current Firm: 22 Years
Total Years' Experience: 29 Years

Okaloosa County Water and Sewer Field Office – Fort Walton Beach, FL
Okaloosa County Water and Sewer Maintenance Building – Fort Walton Beach, FL
Okaloosa County Sheriff Training Center – Crestview, FL
City of Fort Walton Beach Heritage Museum and Cultural Center – Fort Walton Beach, FL
HSU Innovation Institute North – Crestview, FL

James will be the point of contact and engineer of record for any projects we are tasked with. Our firm has worked with James now for over 15 years and continuously perform on budget and on schedule. Johnson Peaden has additional support from a second office location in Panama City if the need arises. This firm has capacity for additional work and is prepared to handle it.

ELECTRICAL ENGINEERING

HG Engineers

Dan White, PE – Electrical Engineer
142 Eglin Parkway SE
Fort Walton Beach, FL 32548

Bachelor of Science in Electrical Engineering, Auburn University – 2006
Years with Current Firm: 14 Years
Total Years' Experience: 14 Years

Destin-Fort Walton Beach Convention Center Renovations and Upgrades – Fort Walton Beach, FL
Okaloosa County Administration Building – Shalimar, FL
Okaloosa County Courthouse – Crestview, FL
Okaloosa County Sheriff Office – Shalimar, FL
Okaloosa Gas Facilities Assessment – Fort Walton Beach, FL

Dan will be the point of contact and engineer of record for any projects we are tasked with. Our firm has worked with Dan now for multiple years and work well together to perform on budget and on schedule. HG Engineers will provide additional support by adding Rick Engle as project manager for any projects requiring electrical needs. This firm has capacity for additional work and is prepared to handle it.

PROJECT
ORG

LANDSCAPE ARCHITECT

Bradford Davis, Landscape Architect

Brad Davis, PE – Landscape Architect
284 Oak Avenue
Santa Rosa Beach, FL 32459

Bachelor of Science in Landscape Architecture, University of Georgia – 1995
Years with Current Firm: 24 Years
Total Years' Experience: 27 Years

Destin-Fort Walton Beach Convention Center – Fort Walton Beach, FL
Okaloosa Island Beach Walkovers – Fort Walton Beach, FL
City of Fort Walton Beach “The Landing” Park Renovations – Fort Walton Beach, FL
Walton Count TDC – Santa Rosa Beach, FL
City of Niceville JPA – Niceville, FL

Brad will be the point of contact and landscape architect of record for any projects we are tasked with. Our firm has worked with Brad in the past on projects out in Walton County and work well together to perform on budget and on schedule. This firm has capacity for additional work and is prepared to handle it.

- NOVA, Inc. out of Pensacola, who we have worked with for over 10 years, will be included on our team as a Geotechnical Consultant for Civil and Structural Design.

PROJECT
ORG



PROJECT EXPERIENCE



Okaloosa County Water and Sewer Administration Field Office

CONTACT: Mr. Mark Wise – Deputy Director
Mr. Jon Kanak – Engineering Manager
Okaloosa County Water and Sewer
1804 Lewis Turner Boulevard
Fort Walton Beach, FL 32547
850.609.5098

COMPLETED: 2022

BUDGET: \$ 2.4M

SERVICES:

Civil	JDF Architecture
Architectural	RAC Engineering
Structural	Johnson Peaden Engineering
Mechanical	Johnson Peaden Engineering
Fire Protection	Johnson Peaden Engineering
Plumbing	Johnson Peaden Engineering
Electrical	

SCOPE: With the current field offices being located in a portable structure, and other engineering divisions being scattered around this location, our firm and its team were tasked with designing a new 7,500 square foot field office that encompassed four different divisions to create working efficiencies in Water and Sewer operations. This building houses Engineering, Water Operations, Water Metering and SCADA Operations. Our design has created a more efficient use and operations for this Department of Okaloosa County.

PROJECT EXPERIENCE



Okaloosa County Water and Sewer Maintenance Building

CONTACT: Mr. Mark Wise – Deputy Director
Mr. Jon Kanak – Engineering Manager
Okaloosa County Water and Sewer
1804 Lewis Turner Boulevard
Fort Walton Beach, FL 32547
850.609.5098

COMPLETED: 2022

BUDGET: \$ 1.0M

SERVICES: Civil
Architectural JDF Architecture
Structural RAC Engineering
Mechanical Johnson Peaden Engineering
Fire Protection Johnson Peaden Engineering
Plumbing Johnson Peaden Engineering
Electrical

SCOPE: JDF Architecture and its team were tasked with creating a larger and more permanent environment for the Okaloosa County Water and Sewer Maintenance Department. This structure contains high bay access for maintenance storage and materials to provide larger areas as the maintenance demand increases with the coverage expansion. Additional offices were created within this structure to help accommodate growth for this department.

PROJECT EXPERIENCE



Okaloosa County Sheriff Office Training Center

CONTACT: Mr. Eric Aden – Sheriff
Okaloosa Board of County Commissioners
Okaloosa County Sheriff Office
1250 N Eglin Parkway
Shalimar, FL 32579
850.689.5050

COMPLETED: 2021

BUDGET: \$ 2.0M

SERVICES: Civil
Architectural JDF Architecture
Structural RAC Engineering
Mechanical Johnson Peaden Engineering
Fire Protection Johnson Peaden Engineering
Plumbing Johnson Peaden Engineering
Electrical

SCOPE: Our Architecture firm was contracted to create a 6,800 square foot training center for our local Sheriff's Office to enable them to enrich their tactical training processes to better protect our community. We provided an instructional space, interactive simulator scenario training area, office space and garage storage for tactical vehicles. This facility will help enhance our community's readiness in event of an out of the ordinary emergency.

PROJECT EXPERIENCE



Fort Walton Beach Heritage Museum and Cultural Center

CONTACT: Mr. Jeff Peters – City Manager
City of Fort Walton Beach
107 Miracle Strip Parkway SW
Fort Walton Beach, FL 32548
850.833.9504

COMPLETED: Construction to Commence June 2023

BUDGET: \$ 1.9M

SERVICES: Civil Choctaw Engineering
Architectural JDF Architecture
Structural RAC Engineering
Mechanical Johnson Peaden Engineering
Fire Protection Johnson Peaden Engineering
Plumbing Johnson Peaden Engineering
Electrical

SCOPE: Led by the JDF Architecture our project team designed a 4,500 square foot museum gift shop and educational center. The project consists of an educational room for school field trips with a connection into the existing museum exhibit area along with expanded offices and gift shop areas. Our overall challenge for this particular project was to rebrand the image of the Fort Walton Beach Indian Mound and creating a new gateway into the Heritage Museum.

PROJECT EXPERIENCE



Hsu Innovation Institute North – Crestview

CONTACT: Dr. Paul Hsu
Amanda Negron
HSU Educational Foundation
709 Anchors Street NW
Fort Walton Beach, FL 32548
833.477.6880

COMPLETED: 2021

BUDGET: \$ 2.0M

SERVICES: Civil Choctaw Engineering
Architectural JDF Architecture
Structural RAC Engineering
Mechanical Johnson Peaden Engineering
Fire Protection Johnson Peaden Engineering
Plumbing Johnson Peaden Engineering
Electrical

SCOPE: In association with HSU Foundation, Okaloosa County, and other private entities, this project was transformed from a 20,000 sf abandoned warehouse into a new high performance aircraft maintenance program being run by Northwest Florida State College. One side of the building serves as an airframe instructional bay, with the opposite side focusing on aircraft engine maintenance training. This program is a new expansion of programs for Northwest Florida State College.

PROJECT EXPERIENCE



ARFF Fire Station Development, Eglin Air Force Base

CONTACT: Mr. Tracy Stage, Director
Destin-Fort Walton Beach Airport, Okaloosa County
1701 State Road 85 N
Eglin Air Force Base, FL 32542
850.651.7160

COMPLETED: 2017

BUDGET: \$ 2.7M

SERVICES: Civil
Architectural JDF Architecture
Structural
Mechanical
Fire Protection
Plumbing
Electrical

SCOPE: The 8,600 square foot Eglin Air Force Base Airport Rescue and Fire Fighting (ARFF) building consists of three truck bays, six bunk rooms, kitchen, day room, locker facilities, offices, training room, and supporting utility rooms. The building is equipped with a Westnet mass notification dispatch system, carbon monoxide sensors and vehicle exhaust evacuation fans in the truck bays, automatic sprinkler fire suppression system, impact resistant windows, and a 250Kw diesel generator sized to provide 100% electrical power for up to three days.

ADDITIONAL INFORMATION

As mentioned in the proposal request, various types of projects may arise from this contract. How we approach each project may vary slightly, but the main goals will be to meet each phase as described below. JDF Architecture approaches every project with the goal of project success and maintaining an open line of communication with all parties involved to accomplish the project goals. Our company will be engaged through each phase of the project to create a seamless flow of communication and direction.

PROJECT SCOPE

Various project types are potential proposed for this contract. JDF Architecture and its team have worked together on numerous renovations, expansions and new builds. Our long list of past projects can be provided upon request that demonstrates our past performance on projects of this nature. Our landscape architect has performed many types of projects within the residential and commercial world. Electrical engineering has a history of working with the County on several electrical and lighting upgrade projects over the year that were specifically for the Destin-Fort Walton Beach Convention Center. RAC Engineering has a massive portfolio of projects and is fully capable of future highway walkovers and parking structures. JDF Architecture has performed various projects for the City of Fort Walton Beach Parks and Recreation. Specifically we have designed new restrooms for a City Park along with newly designed amenities to be built at The Landing.

We elaborate a little bit on what our team has accomplished over the years and how it relates to this request for qualifications. As you can see, we would be a perfect fit for these types of projects with the team we have assembled. I would put our team up against any other team when it comes to experience, hard work and team attitude. This is what is important to truly complete projects that we can all call a success.

CONTRACT APPROACH

Pre-Design

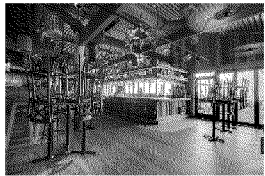
Once a task order is issued and the design team is released to begin work, JDF Architecture will assemble the design team necessary for the selected project and schedule a "kick-off" meeting to discuss the parameters of the project. We would next schedule a site visit to review the existing conditions and better determine the project scope. Addressing existing utility conditions, parking, fence relocations, utility relocations, storm water and existing building materials are some examples of issues and information that we would review and collect if effected by the project.

Schematic Design

After the design team site visit is complete, JDF Architecture will meet with the Design Committee to program the project and incorporate any ideas or sketches provided by the TDD to establish a schematic set of drawings, which will include floor plans and elevations. We will work with the TDD until the schematic phase is completed and the drawings meet your requirements. During this phase we will also study any existing structural, mechanical, electrical, plumbing and fire protection systems to determine any impact the project may have on them.

Design Development

In the Design Development phase JDF Architecture will continue to further develop the drawings and better define the overall building systems. A code analysis will be completed, materials identified and construction systems established. Coordination with consultants will help further develop the systems used within the building. A design development meeting will be scheduled to ensure the team is working together and towards the same goal. During this phase of the project surveying and geotechnical services shall commence.



Construction Documents

Construction Documentation will be completed in this stage of work. We will provide a full set of drawings and specifications that will be submitted for bid and permit. All consulting disciplines will be a part of this set of drawings and will include the necessary drawings, details and specifications to construct the building.

Bidding and Negotiation

JDF Architecture can assist the County / TDD with the bidding process should that be necessary. We will answer questions posed by contractors and make a final recommendation of award once the bids have been received, certified and tabulated. JDF Architecture will submit three (3) signed and sealed sets of plans to the selected contractor for permitting once the bidding process is complete. Assistance will be provided in responding to permitting comments and attaining the building permit.

Construction Administration

JDF Architecture will provide construction administration services to include scheduled on-site visits throughout the construction process and document with photographs. The size of the project will depict whether the site visits are bi-weekly or monthly. We will also be available to the contractor to answer any questions or assist in solving any on site issues that arise. JDF Architecture will also attend all progress meetings to ensure the project is proceeding as defined by the construction documents.

COMMUNICATION

Communication is imperative.

Communications between the TDD design team and the JDF Architecture design team will flow through JDF Architecture as the main point of contact. Email correspondence and telephone conversations will be pertinent to communicating and achieving the desired goal. **JDF Architecture is available by phone and will answer the phone to take your call as you are aware. That's an important part of providing the service we feel is important to you as our client.**

EXPANDED COMPANY PHILOSOPHY

Our company is focused on building client relationships more than just another project. As mentioned previously we are a smaller firm that focuses on the process and the client. Working for larger firms, I have experience the overwhelming project load that kicks certain clients can down the road and don't treat them appropriately. That is a negative that I learned from my past experience. I also experienced the larger corporate firms who will nickel and dime you to death all in the name of meeting a specific profit margin required by the firm. Not JDF Architecture. Profit and cash flow for a company is important, but so is the client and project being produced for them and the community to inhabit. You are not a client that will get lost in the shuffle and will not know what is going on.

JDF Architecture is involved in our community, not for our benefit, but to help strengthen our community. We have done various projects for a multitude of non-profits, some pro-bono. We have developed the One Hopeful Place grounds for the FWB Chamber of Commerce, designed additional facilities for Children in Crisis, designed low income housing for disabled veterans in our community and we donate on a yearly basis to different youth and sports based organizations. We are truly involved and want to make a difference.

Our company was established over 10 years ago right here in Okaloosa County. We have raised families here and I have worked only here in this County for over 30 years. As mentioned, most of our team members live here, pay taxes and is a part of our economy. We have more of an interest in this type of work than any out-of-town company may have. You will not be disappointed if our team was given the opportunity to work with Okaloosa County and the Tourist Development Department.

ADDITIONAL
INFO

LICENSE INFORMATION



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

BOARD OF ARCHITECTURE & INTERIOR DESIGN

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

FLOYD, JASON DANIEL

JDF ARCHITECTURE, LLC
31 BAY DRIVE SE
FORT WALTON BEACH FL 32548

LICENSE NUMBER: AR93906

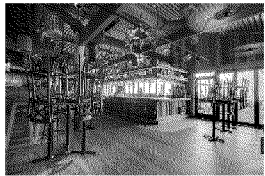
EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



State of Florida Department of State

I certify from the records of this office that JDF ARCHITECTURE, LLC is a limited liability company organized under the laws of the State of Florida, filed on June 26, 2012, effective July 1, 2012.

The document number of this limited liability company is L12000084123.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on January 18, 2023, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-third day of January,
2023*



[Signature]
Secretary of State

Tracking Number: 5827960094CU

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

<https://services.sunblt.org/Flings/CertificateOfStatus/CertificateAuthentication>

jdf+
architecture
llc

201 hollywood boulevard ne
fort walton beach
florida
32548
850.496.2166
j.floyd@jdfarchitecture.com

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# G09271

Entity Name: CHOCTAW ENGINEERING, INC.

Current Principal Place of Business:

112 TRUXTON AVENUE
FT WALTON BCH, FL 32547-2461

Current Mailing Address:

112 TRUXTON AVENUE
FT WALTON BCH, FL 32547-2461

FBI Number: 59-2232199

Name and Address of Current Registered Agent:

SINER, MARK C
83 WARMOCK DRIVE
SHALIMAR, FL 32559 US

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

SIGNATURE:

Electronic Signature of Registered Agent Date

Officer/Director Detail :

Title P Title V
Name SINER, MARK C Name PASCOE, BRIAN E
Address 112 TRUXTON AVENUE Address 112 TRUXTON AVENUE
City-State-Zip: FORT WALTON BEACH, FL 32547 City-State-Zip: FORT WALTON BEACH, FL 32547
Title VP
Name SINER, ASHLEY
Address 112 TRUXTON AVENUE
City-State-Zip: FT WALTON BCH, FL 32547-2461

I hereby certify that the information provided on this report or supplementary report is true and accurate and that my electronic signature complies with the same requirements as a handwritten signature. This is an official or director of the corporation or the registered or limited partnership to which this report is required by Chapter 607, Florida Statutes, and that my name appears thereon, or an authorized representative of the corporation.

SIGNATURE: ASHLEY SINER VP 01/23/2023

Electronic Signature of Signing Officer/Director Detail Date

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# K85905

Entity Name: RAC ENGINEERING, INC

Current Principal Place of Business:

C/O ROGER ALLEN CRAFT
129 HIGHPOINT DRIVE
GULF BREEZE, FL 32561

Current Mailing Address:

C/O ROGER ALLEN CRAFT
129 HIGHPOINT DRIVE
GULF BREEZE, FL 32561 US

FBI Number: 59-2968227

Name and Address of Current Registered Agent:

CRAFT, ROGER ALLEN
129 HIGHPOINT DRIVE
GULF BREEZE, FL 32561 US

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

SIGNATURE:

Electronic Signature of Registered Agent Date

Officer/Director Detail :

Title P Title V
Name CRAFT, ROGER Name CRAFT, CLAIRE
Address 129 HIGHPOINT Address 129 HIGHPOINT
City-State-Zip: GULF BREEZE, FL 32561 City-State-Zip: GULF BREEZE, FL 32561

I hereby certify that the information provided on this report or supplementary report is true and accurate and that my electronic signature complies with the same requirements as a handwritten signature. This is an official or director of the corporation or the registered or limited partnership to which this report is required by Chapter 607, Florida Statutes, and that my name appears thereon, or an authorized representative of the corporation.

SIGNATURE: CLAIRE G. CRAFT VICE-PRESIDENT 01/30/2023

Electronic Signature of Signing Officer/Director Detail Date

LICENSE
INFO

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# PC109011579

Entity Name: JOHNSON, PEADEN ENGINEERING, INC.

Current Principal Place of Business:

329 BROOKS ST SE
FT WALTON BEACH, FL 32549

Current Mailing Address:

221 HOLLYWOOD BLVD NE
FT WALTON BEACH, FL 32548 US

FBI Number: 59-3706188

Name and Address of Current Registered Agent:

JOHNSON, JAMES W, JR.
329 BROOKS ST SE
FT WALTON BEACH, FL 32549 US

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

SIGNATURE: JAMES W. JOHNSON, JR. 01/30/2023

Electronic Signature of Registered Agent Date

Officer/Director Detail :

Title D Title D
Name JOHNSON, JAMES WALLACE JR. Name PEADEN, JONATHAN M
Address 329 BROOKS ST Address 321 ALEXANDER DRIVE
City-State-Zip: FT WALTON BEACH, FL 32549 City-State-Zip: LYNN HAVEN, FL 32444

I hereby certify that the information provided on this report or supplementary report is true and accurate and that my electronic signature complies with the same requirements as a handwritten signature. This is an official or director of the corporation or the registered or limited partnership to which this report is required by Chapter 607, Florida Statutes, and that my name appears thereon, or an authorized representative of the corporation.

SIGNATURE: JAMES W. JOHNSON, JR. PRESIDENT 01/30/2023

Electronic Signature of Signing Officer/Director Detail Date



Destin-Fort Walton Beach Airport Restaurant

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P69000099716
Entity Name: CHRIS GARICK, P.A.
Current Principal Place of Business:
142 EGLIN PKWY SE
FT WALTON BEACH, FL 32548

Current Mailing Address:
142 EGLIN PKWY SE
FT WALTON BEACH, FL 32548

FEI Number: 69-3607247
Name and Address of Current Registered Agent:

FLEET, H. BART
FLEET, SPENCER, MARTIN & KILPATRICK, PA
1103 EGLIN PARKWAY
SHALIMAR, FL 32579-0009 US

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

SIGNATURE: _____
Electronic Signature of Registered Agent Date

Officer/Director Detail :

Title	PRESIDENT	Title	VP
Name	GARRICK, CHRISTOPHER A	Name	ALEXANDER, THOMAS A
Address	2364 TWIN BAY VIEW	Address	302 SUBDUKUTH CIRCLE NE
City/State/Zip:	FORT WALTON BEACH FL 32548	City/State/Zip:	FORT WALTON BEACH FL 32548
Title	VP	Title	PRINCIPAL/ELECTRICAL ENGINEER
Name	WHITE, DANIEL J	Name	LEONARD, DALEB
Address	4017 INDIAN TRAIL	Address	4228 BILDON ROAD
City/State/Zip:	DESBTH FL 32541	City/State/Zip:	MILTON FL 32560
Title	PRINCIPAL/ELECTRICAL DESIGNER		
Name	ENGLE, RICHARD		
Address	227 BAYOU WOODS DRIVE		
City/State/Zip:	FORT WALTON BEACH FL 32548		

I hereby certify that the information contained on this report or supplement is true and correct and that the electronic signatures are those of the agents, officers or directors under oath. I am an authorized signatory of the corporation in the capacity of either president or secretary. I am subject to inspection as required by Chapter 687, Florida Statutes and will file annual reports, forms, or an affidavit with the corporation.
SIGNATURE: CHRISTOPHER A GARRICK PRESIDENT 02/06/2023
Electronic Signature of Signing Officer/Director Detail Date

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P12000035665
Entity Name: BRADFORD ROBERT DAVIS, LANDSCAPE ARCHITECT, INC.
Current Principal Place of Business:
343 OAK AVENUE
SANTA ROSA BEACH, FL 32459

Current Mailing Address:
343 OAK AVENUE
SANTA ROSA BEACH, FL 32459 US

FEI Number: 45-5396089
Name and Address of Current Registered Agent:

DAVIS, BRADFORD
343 OAK AVENUE
SANTA ROSA BEACH FL 32459 US

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

SIGNATURE: _____
Electronic Signature of Registered Agent Date

Officer/Director Detail :

Title	PO
Name	DAVIS, BRADFORD
Address	343 OAK AVENUE
City/State/Zip:	SANTA ROSA BEACH FL 32459

I hereby certify that the information contained on this report or supplement is true and correct and that the electronic signatures are those of the agents, officers or directors under oath. I am an authorized signatory of the corporation in the capacity of either president or secretary. I am subject to inspection as required by Chapter 687, Florida Statutes and will file annual reports, forms, or an affidavit with the corporation.
SIGNATURE: BRADFORD ROBERT DAVIS PRESIDENT 01/26/2023
Electronic Signature of Signing Officer/Director Detail Date

LICENSE
INFO



Wonderworks Branson
To show diverse types of projects we complete.

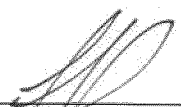
RESPONSE DOCUMENT #1: DRUG-FREE WORKPLACE CERTIFICATION

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: 04.19.2023
COMPANY: JDF Architecture LLC
ADDRESS: 201 Hollywood Blvd NE
Fort Walton Beach, FL
32548
PHONE #: 850-496-2166

SIGNATURE: 
NAME: Jason Floyd, AIA
(TYPED OR PRINTED)
TITLE: Principal
E-MAIL: j.floyd@jdfarchitecture.com

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: X

NAME(S)

POTISTION(S)

FIRM NAME: JDF Architecture LLC

BY (PRINTED): Jason Floyd, AIA

BY (SIGNATURE): 

TITLE: Principal

ADDRESS: 201 Hollywood Blvd NE

 Fort Walton Beach, FL 32548

PHONE NUMBER: 850-496-2166


E-MAIL: j.floyd@jdfarchitecture.com

DATE: 04.19.2023

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 Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

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

DATE:	<u>04.19.2023</u>	SIGNATURE:	<u></u>
COMPANY:	<u>JDF Architecture LLC</u>	NAME:	<u>Jason Floyd, AIA</u>
ADDRESS:	<u>201 Hollywood Blvd NE</u> <u>Fort Walton Beach, FL</u> <u>32548</u>	TITLE:	<u>Principal</u>
E-MAIL:	<u>j.floyd@jdfarchitecture.com</u>		
PHONE #:	<u>850-496-2166</u>		

RESPONSE DOCUMENT #4: CONE OF SILENCE

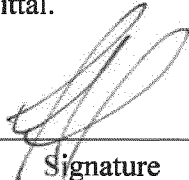
The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents 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  representing JDF Architecture LLC
Signature Company Name

on this 19 day of April 2023, 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.

JDF Architecture LLC

Proposer's Company Name
201 Hollywood Blvd NE
Fort Walton Beach, FL 32548

Physical Address
201 Hollywood Blvd NE
Fort Walton Beach, FL 32548

Mailing Address
850-496-2166

Phone Number
850-496-2166

Cellular Number
April 19, 2023

Date



Authorized Signature – Manual
Jason Floyd, AIA

Authorized Signature – Typed
Principal

Title
n/a

FAX Number
850-496-2166

After-Hours Number(s)

RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT
RFQ TDD 34-23

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

I. ADDENDUM NO.

II. DATE

Addendum #1

April 05, 2023

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: JDF Architecture LLC

Physical Address & Phone #: 201 Hollywood Blvd NE

Fort Walton Beach, FL 32548

850-496-2166

Contact Person (Typed-Printed): Jason Floyd, AIA

Phone #: 850-496-2166

Cell #: 850-496-2166

Federal ID or SS #: 45-5580519

DUNNS/SAM #: n/a

Respondent's License #: AR 93906

Additional License – Trade and Number: _____

Fax #: n/a

Emergency #'s After Hours,
Weekends & Holidays: 850-496-2166

Disadvantaged Business
Enterprise (Details) n/a

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: JDF Architecture LLC

Entity Address: 201 Hollywood Blvd NE, Fort Walton Beach, FL 32548

Sam.gov Unique Entity Identifier: to be determined

CAGE Code: to be determined

**RESPONSE DOCUMENT #10: SWORN STATEMENT UNDER SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted for Okaloosa County RFQ TDD 34-23

2. This sworn statement is submitted by JDF Architecture LLC

whose business address is: 201 Hollywood Blvd NE, Fort Walton Beach, FL 32548

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: 45-5580519

3. My name is Jason Floyd, AIA and my relationship to the entity named above is Principal / Owner

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. (1) A predecessor or successor of a person convicted of a public entity crime; or
2. (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.]

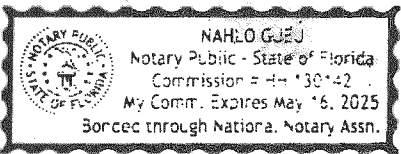
Date: 04-18-2023 Signature: _____

STATE OF: Florida

COUNTY OF: Okaloosa

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 18th day of April, in the year 2023.

My commission expires: _____
Mahboob
Notary Public



Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification:
Florida Driver's License

Type of ID

RESPONSE DOCUMENT #11: GOVERNMENT DEBARMENT & SUSPENSION

Instructions

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

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

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

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

[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, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified 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

Jason Floyd, AIA

Printed Name and Title of Authorized Representative



Signature

04.19.2023

Date

JDF Architecture LLC

Company Name

201 Hollywood Blvd NE

Street Address

Fort Walton Beach, FL 32548

City, State, Zip

RESPONSE DOCUMENT #12: VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate JDF Architecture LLC, 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: 04.19.2023

SIGNATURE:  _____

COMPANY: JDF Architecture LLC

NAME: Jason Floyd, AIA
(Typed or Printed)

ADDRESS: 201 Hollywood Blvd NE
Fort Walton Beach, FL
32548

TITLE: Principal

E-MAIL: j.floyd@jdfarchitecture.com

PHONE NO.: 850-496-2166

RESPONSE DOCUMENT #13: GRANT FUNDED CLAUSES

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

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

This *solicitation* is fully Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Quoter* shall adhere to all grant conditions as set forth in the requirements of Grant. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

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

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

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

Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *proposer* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the Subrecipient to take certain actions to provide a drug-free workplace.

Conflict of Interest (2 CFR § 200.112): Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *proposer* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *proposer* is unable, or potentially unable, to render impartial assistance or advice; ii. A *proposer's* objectivity in performing the contract work is or might be otherwise impaired; or iii. The *proposer* has an unfair competitive advantage, or has previously been advised of ineligibility for Restore Act Spill Impact Component (Pot 3) funded projects.

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

Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321): Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *proposer* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *proposer* will require compliance by all sub-contractors. Prior to contract award, the *proposer* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

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

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375 and 12086): Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *proposer* agrees as follows: (1) The *Proposer* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Proposer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The *Proposer* agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Proposer* will, in all solicitations or advertisements for employees placed by or on behalf of the *Proposer*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Proposer* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Proposer's* commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Proposer* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Proposer* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Proposer's* noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the *Proposer* may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Proposer* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Proposer* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Proposer* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Proposer* may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *solicitation*, the *proposer* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148), and to require all of its subcontractors performing work under this Agreement to adhere to same. *Proposer* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The contractor shall must report all suspected or reported violations of the Davis-Bacon Act to the Consortium.

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

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

Contracts which include payment for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the Project. All multipliers used (i.e., fringe benefits, overhead, and/or general and administrative rates) and shall be supported by documentation available for audit.

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

Debarment and Suspension (2 CFR part 180.220, Executive Orders 12549 and 12689): Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *proposer* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *Proposer* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently debarred or otherwise disqualified from participating in the federally assisted services. The *proposer* agrees to accomplish this verification by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract. In accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3

CFR part 1989 Comp., p. 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance and further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts, which shall read as follows:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)

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

501(c)(4) Entities: The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. Subrecipient shall ensure that its contractors and sub-awardees comply with this requirement.

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401): Applicability: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses. Contractor shall comply with the "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

Access to Records and Reports: Applicability: All Contracts that received or may receive federal grant funding. Requirement: *Proposer* will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County,

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

Record Retention (2 CFR § 200.33): Record Retention: Applicability: All Contracts that received or may receive Federal or State grant funding. Requirement: [*proposer/consultant/contractor*] will retain of all required records pertinent to this contract for a period of five years, after all funds have been expended or returned to the County. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your company must agree to provide or make available such records to the County upon request, in order to conduct audits or other investigations and retain these records in compliance with the OMB guidance 2 C.F.R. §200.334.

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

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

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

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

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

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

Trafficking Victims Protection Act (2 CFR Part 175): Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Proposer* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which

prohibits *Proposer* from (1) engaging in severe forms of trafficking in persons during the period of time that *resulting contract* is in effect; (2) procuring a commercial sex act during the period of time that *resulting contract* is in effect; or (3) using forced labor in the performance of the contracted services under a *resulting contract*. A *resulting contract* may be unilaterally terminated immediately by County for *Proposer's* violating this provision, without penalty.

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

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

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

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

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Proposer* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year

received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

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

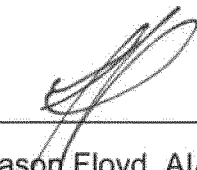
Never Contract With The Enemy (2 CFR Part 183): Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.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

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

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

The Principal / Owner on behalf of JDF Architecture LLC
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: 04.19.2023
COMPANY: JDF Architecture LLC
ADDRESS: 201 Hollywood Blvd NE
Fort Walton Beach, FL
32548
E-MAIL: j.floyd@jdfarchitecture.com
PHONE NO.: 850-496-2166


SIGNATURE: 
NAME: Jason Floyd, AIA
TITLE: Principal

RESPONSE DOCUMENT #14: 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: 04.19.2023
SIGNATURE: 
COMPANY: JDF Architecture LLC
NAME: Jason Floyd, AIA
TITLE: Principal

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: _____

**GENERAL SERVICES INSURANCE REQUIREMENTS FOR
PROFESSIONAL LIABILITY**

CONTRACTORS INSURANCE

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

BUSINESS AUTOMOBILE LIABILITY

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

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability 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.

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts, errors or omissions committed by the Contractor or its employees in performing its professional services under this contract. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

INSURANCE LIMITS OF LIABILITY

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

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

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

CERTIFICATE OF INSURANCE

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

GENERAL TERMS

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

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

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

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

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

EXCESS/UMBRELLA INSURANCE

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

Civil Rights Clauses Attachment “C”

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

Attachment "D"
Vendors on Scrutinized Companies List

VENDORS ON SCRUTINIZED COMPANIES LISTS

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

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____