

# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/03/2023

Contract/Lease Control #: C23-3288-OCSO

Procurement#: ITB OCSO 10-23

Contract/Lease Type: CONTRACT- AGREEMENT

Award To/Lessee: BEARDEN ELECTRIC, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/03/2023

Expiration Date: 07/03/2023

Description of: INSTALLATION AND SERVICE OF GENERATOR AT OKALOOSA  
COUNTY SHERIFF'S OFFICE TRAINING CENTER

Department: OCSO

Department Monitor: KIMBLE

Monitor's Telephone #: 850-685-5124

Monitor's FAX # or E-mail: [rkimble@sheriff-okaloosa.org](mailto:rkimble@sheriff-okaloosa.org)

Closed: \_\_\_\_\_

CC: BCC RECORDS

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

Procurement/Contract/Lease Number: C23-3288OCSO Tracking Number: 49 -2.2

Procurement/Contractor/Lessee Name: Bearden Electric, Inc. Grant Funded: YES X NO    

Purpose: ITB OCSO 10-23 / Installation and Service of Generator Okaloosa County Sheriff's Office Training Center

Date/Term: 180 DAYS FROM NTP

1.  GREATER THAN \$100,000

Department #: 712120

2.  GREATER THAN \$50,000

Account #: 591086

3.  \$50,000 OR LESS

Amount: \$294,397.00

Department: OCSO Dept. Monitor Name: Ron Kimble

**Purchasing Review**

Procurement or Contract/Lease requirements are met:

Amber Hammonds Digitally signed by Amber Hammonds Date: 2022.12.19 11:39:15 -06'00' Date: 12/19/22

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

Approved as written: Grant Name: SLT-0786 ARPA

Required: Yes X No    

See attached email Date: 12/21/22

Grants Coordinator – Suzanne Ulloa

**Risk Management Review**

Approved as written: \_\_\_\_\_ Date: 12/19/22

See attached Email

Risk Manager or designee – Lydia Garcia

**County Attorney Review**

Approved as written: \_\_\_\_\_ Date: 12/19/22

See Attached Email

County Attorney - Lynn Hoshihara, **Kerry Parsons** or Designee

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: 1/3/2023

SEE ATTACHED EMAIL

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

N/A

## Amber Hammonds

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**From:** Suzanne Ulloa  
**Sent:** Wednesday, December 21, 2022 3:25 PM  
**To:** Amber Hammonds  
**Subject:** RE: ITB OCSO 10-23 / Installation and Service of Generator Okaloosa County Sheriff's Office Training Center

Approved,

*Suzanne Ulloa*

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



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:** Amber Hammonds <ahammonds@myokaloosa.com>  
**Sent:** Wednesday, December 21, 2022 9:54 AM  
**To:** Suzanne Ulloa <sulloa@myokaloosa.com>  
**Subject:** RE: ITB OCSO 10-23 / Installation and Service of Generator Okaloosa County Sheriff's Office Training Center

Good morning Ms. Suzanne,

Please see the corrected contract draft and new attachment E (attached). Will you please review and approve?

Thank you,  
Amber Hammonds  
Contracts & Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Phone: (850) 689-5960 ext. 6962 Fax: (850) 689-5970  
Email: [ahammonds@myokaloosa.com](mailto:ahammonds@myokaloosa.com)



Good morning ladies,

We will need to get together to figure this one out.

After reviewing the email Suzanne sent yesterday, the attachment named Binder1 (B1) is the changes that should have been made before the first addendum (Jessica's).

Addendum 1 (A1) is attached as well. The attachment came straight from VR as Addendum 1.  
<image003.jpg>

Compare the following:

B1 page 1 to A1 page 6

B1 page 2 to A1 page 47

B1 page 3 to A1 page 54

B1 page 4 to A1 page 55

I know with DeRita being out today we should probably wait until she comes in on Wednesday.

Thank you,

Amber Hammonds

Contracts & Lease Coordinator

Okaloosa County Purchasing Department

5479A Old Bethel Road

Crestview, FL 32536

Phone: (850) 689-5960 ext. 6962 Fax: (850) 689-5970

Email: [ahammonds@myokaloosa.com](mailto:ahammonds@myokaloosa.com)

<image006.jpg>

<image009.jpg>

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**From:** Suzanne Ulloa <[sulloa@myokaloosa.com](mailto:sulloa@myokaloosa.com)>

**Sent:** Monday, December 19, 2022 4:43 PM

**To:** Amber Hammonds <[ahammonds@myokaloosa.com](mailto:ahammonds@myokaloosa.com)>

**Cc:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>

**Subject:** RE: ITB OCSO 10-23 / Installation and Service of Generator Okaloosa County Sheriff's Office Training Center

I have reviewed but your bid document, attachment A. It appears to be missing the edits I made on Pages 53 and 54 of my review and approval of the initial bid on November 2<sup>nd</sup>, which were sent to Jessica (sigh)

Let discuss tomorrow,

*Suzanne Ulloa*

Purchasing & Grants Coordinator

Okaloosa County

Purchasing Department

5479A Old Bethel Road

Crestview, FL 32536

5479A Old Bethel Road  
Crestview, FL 32536  
Phone: (850) 689-5960 ext. 6962 Fax: (850) 689-5970  
Email: [ahammonds@myokaloosa.com](mailto:ahammonds@myokaloosa.com)  
<image013.jpg>  
<image014.jpg>

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<Binder1.pdf>  
<ITB FM 10-23 Installation and Service Generator at OCSO Training Center ADDENDUM 1 .pdf>

## Amber Hammonds

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**From:** Lydia Garcia  
**Sent:** Monday, December 19, 2022 1:16 PM  
**To:** Amber Hammonds; Lynn Hoshihara; 'Parsons, Kerry'  
**Subject:** RE: ITB OCSO 10-23 / Installation and Service of Generator Okaloosa County Sheriff's Office Training Center  
**Attachments:** ITB-OCSO-10-23-Contract-Draft.docx; Attachment A.pdf; Attachment B.docx; Attachment C.docx; Attachment D.pdf

The attached contract draft with Attachment B is approved by Risk Management for insurance purposes.



Kind Regards,

Lydia Garcia  
Public Records Request & Contracts Specialist

**OKALOOSA COUNTY BCC**

Risk Management  
Direct: 850.689.4111  
Fax: 850.689.5973 |  
Email: [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com)

302 N. Wilson St. Suite 301  
Crestview, FL 32536

<https://myokaloosa.com/>

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**From:** Amber Hammonds <ahammonds@myokaloosa.com>  
**Sent:** Monday, December 19, 2022 9:18 AM  
**To:** Lydia Garcia <lgarcia@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>; 'Parsons, Kerry' <KParsons@ngn-tally.com>  
**Subject:** ITB OCSO 10-23 / Installation and Service of Generator Okaloosa County Sheriff's Office Training Center

Good morning ladies,

Please review the draft contract for ITB OCSO 10-23 / Installation and Service of Generator Okaloosa County Sheriff's Office Training Center. We would like this to go on the agenda for the Board Meeting on 1/3/23, if at all possible.

Lydia – Attachment B was copied from the solicitation that was advertise.

\*Disclaimer: This project was Jessica's and I was handed when she left. LOL Just joking.

Merry Christmas from our crew!

## Amber Hammonds

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Monday, December 19, 2022 10:18 AM  
**To:** Amber Hammonds; Lydia Garcia; Lynn Hoshihara  
**Subject:** RE: ITB OCSO 10-23 / Installation and Service of Generator Okaloosa County Sheriff's Office Training Center

Amber:

The contract is approved for legal purposes. Loved the picture below! Have a good day,  
Kerry

**Kerry A. Parsons, Esq.**  
**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW  
1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[Kparsons@ngn-tally.com](mailto:Kparsons@ngn-tally.com)

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**From:** Amber Hammonds <ahammonds@myokaloosa.com>  
**Sent:** Monday, December 19, 2022 10:18 AM  
**To:** Lydia Garcia <lgarcia@myokaloosa.com>; lhoshihara@myokaloosa.com; Parsons, Kerry <KParsons@ngn-tally.com>  
**Subject:** ITB OCSO 10-23 / Installation and Service of Generator Okaloosa County Sheriff's Office Training Center

Good morning ladies,

Please review the draft contract for ITB OCSO 10-23 / Installation and Service of Generator Okaloosa County Sheriff's Office Training Center. We would like this to go on the agenda for the Board Meeting on 1/3/23, if at all possible.

Lydia – Attachment B was copied from the solicitation that was advertise.

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Merry Christmas from our crew!

## Amber Hammonds

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**From:** Mindy Kane  
**Sent:** Tuesday, January 3, 2023 9:14 AM  
**To:** Amber Hammonds; Jane Evans  
**Subject:** RE: ITB OCSO 10-23 / Installation and Service of Generator of OCSO Training Center

Hi Amber,

I have CC'd Jane on this. She does the account/project set up for ARPA.

Jane is it ok to charge this to 712120-591086

Thank you,  
*Mindy Kane*  
Accountant

Okaloosa Board of County Commissioners  
Grants Administration  
1250 N. Eglin Pkwy, Suite 102  
Shalimar, FL. 32579  
(850) 609-7074  
E-mail: [mkane@myokaloosa.com](mailto:mkane@myokaloosa.com)



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**From:** Amber Hammonds <[ahammonds@myokaloosa.com](mailto:ahammonds@myokaloosa.com)>  
**Sent:** Tuesday, January 3, 2023 7:27 AM  
**To:** Mindy Kane <[mkane@myokaloosa.com](mailto:mkane@myokaloosa.com)>  
**Subject:** FW: ITB OCSO 10-23 / Installation and Service of Generator of OCSO Training Center

Good morning Ms. Mindy,

I am following up regarding the funding for ITB OCSO 10-23. Can you confirm the email below?

Thank you,  
Amber Hammonds  
Contracts & Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Phone: (850) 689-5960 ext. 6962 Fax: (850) 689-5970  
Email: [ahammonds@myokaloosa.com](mailto:ahammonds@myokaloosa.com)



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



## BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

**DATE:** January 3, 2023  
**TO:** Honorable Chairman and Distinguished Members of the Board  
**FROM:** Faye Douglas  
**SUBJECT:** Installation and Service of Generator Okaloosa County Sheriff's Office Training Center  
**DEPARTMENT:** OMB  
**BCC DISTRICT:** 1

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**STATEMENT OF ISSUE:** Request approval of contract with Bearden Electric, Inc. for Installation and Service of a 230-250 KW 240 Volt 1-Phase Natural Gas Generator at the Okaloosa County Sheriff's Office Training Center.

**BACKGROUND & ANALYSIS:** An Invitation to Bid for Installation and Service of a 230-250 KW 240 Volt 1-Phase Natural Gas Generator at the Okaloosa County Sheriff's Office Training Center was issued with an opening bid due date of December 14, 2022. Purchasing received four (4) responses to the solicitation. After review by Purchasing and the Okaloosa County Sheriff's Office, all parties were notified that Bearden Electric, Inc. was the lowest, responsive and responsible bidder. The Intent to Award was issued on December 16, 2022 and all parties were notified.

The addition of an emergency standby generator is necessary to ensure continuous power for continuity of operations. This facility is not only a heavily used training venue (where courses are scheduled far in advance) but also houses computer components integral to overall system dependability and redundancy.

**Funding Source:**

Department(s) # 712120

Account(s) # 591086

Amount: \$294,397.00

**OPTIONS:** Approve/Deny

**RECOMMENDATION:** [OMB] Request approval of the contract with Bearden Electric, Inc. for the installation and service of a 230-250 KW 240 Volt 1-Phase Natural Gas Generator at the Okaloosa County Sheriff's Office Training Center for the total amount of \$294,397.00.

**RECOMMENDED BY:**

**APPROVED BY:**

  
\_\_\_\_\_  
John Hofstad, County Administrator 12/28/2022

**AGREEMENT BETWEEN OKALOOSA  
AND BEARDEN ELECTRIC, INC.  
CONTRACT #: C23-3288-OCSO**

**THIS AGREEMENT** (hereinafter referred to as the "Agreement") is made this 3rd, day of January, 2023, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and Bearden Electric, Inc., a Florida For Profit authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is 59-1405160.

**RECITALS**

**WHEREAS**, the County is in need of a contractor to provide Installation and Service of Generator Okaloosa County Sheriff's Office Training Center ("Services"); and

**WHEREAS**, pursuant to the Okaloosa County Purchasing Manual, the County obtained written quotes from contractors to perform these Services. A copy of Contractor's proposal is included as Attachment "A"; and

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

**WHEREAS**, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of Two-Hundred Ninety Four Thousand, Three-Hundred And Ninety Seven Dollars and Zero Cents (\$294,397.00), as further detailed below.

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

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

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

Attachment "A" – ITB OCSO 10-23 and Contractor's Proposal/Grant Funded Clauses;

Attachment "B" – Insurance Requirements;

Attachment "C" – Title VI List of Pertinent Nondiscrimination Acts and Authorities;

Attachment "D" – Grant Agreement

Attachment "E" – Assurance of Compliance with Civil Rights Requirements

**2. Services.** Contractor agrees to provide Installation and Service of Generator Okaloosa County Sheriff's Office Training Center, in accordance with Attachment "A". The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

**3. Term and Renewal.** The contract resulting from this solicitation shall commence effective upon execution by both parties and continue for one hundred eighty (180) days.

**4. Compensation.** The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of Two-Hundred Ninety Four Thousand, Three-Hundred And Ninety Seven Dollars and Zero Cents (\$294,397.00),

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

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

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

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

**7. Termination and Remedies for Breach.**

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.

- i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
  - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
  - c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
  - d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

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

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

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

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

<b>If to the County:</b>	Ronald D. Kimble 650 Chappie James St., SW Crestview, FL 32536 Phone: (850) 613-2341 <a href="mailto:rkimble@sheriff-okaloosa.org">rkimble@sheriff-okaloosa.org</a>	<b>With a copy to:</b> County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
<b>If to the Contractor:</b>	Gary Bearden, CEO 1798 Lewis Turner Blvd Ft. Walton Beach, FL 32547 Phone#: 850-863-2131 Fax#: 850-863-2136 <a href="mailto:gary@beardenelectric.com">gary@beardenelectric.com</a>	

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

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

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

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

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

- e. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:
  - i. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
  - ii. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- f. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

**18. Independent Contractor.** Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

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



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

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

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

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

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

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

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

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


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

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

**26. Representation of Authority to Contractor/Signatory.** The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

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

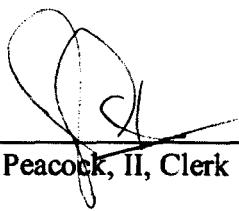
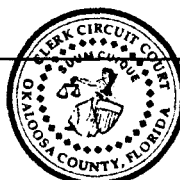
**Bearden Electric, Inc.**

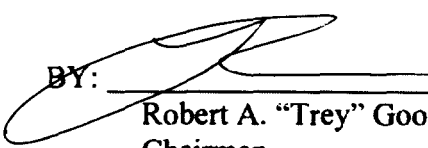

 12-27-22  
Signature

Gary Bearden  
Name

CEO  
Title

**OKALOOSA COUNTY, FLORIDA**

  
J.D. Peacock, II, Clerk 

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

**Attachment “A” – ITB OCSO 10-23 and Contractor’s Proposal/Grant Funded Clauses;**



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## INVITATION TO BID (ITB) & RESPONDENT'S ACKNOWLEDGEMENT

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**ITB TITLE:**  
Installation and Service of Generator at Okaloosa County  
Sheriff's Office Training Center

**ITB NUMBER:**  
ITB OCSO 10-23

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<b>ISSUE DATE:</b>	November 07, 2022	8:00 A.M. CST
<b>NON-MANDATORY PRE-BID MEETING:</b>	November 16, 2022	1:00 P.M. CST
<b>LAST DAY FOR QUESTIONS:</b>	November 21, 2022	3:00 P.M. CST
<b>ITB OPENING DATE &amp; TIME:</b>	December 07, 2022	3:00 P.M. CST

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**NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.**

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

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**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 Bearden Electric Inc  
MAILING ADDRESS P.O. Box 849  
CITY, STATE, ZIP Fort Walton Beach FL. 32549  
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 59-1405160  
TELEPHONE NUMBER: 850-863-2131 EXT: N/A FAX: 850-863-2136  
EMAIL: gary@beardenelectric.com

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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:  TYPED OR PRINTED NAME GARY BEARDEN  
TITLE: CEO DATE Dec. 14, 2022

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**NOTICE TO RESPONDENTS**  
**ITB OCSO 10-23**

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept bids until **December 07, 2022 at 3:00 p.m. (CST)** for the **Installation and Service of Generator at Okaloosa County Sheriff's Office Training Center.**

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

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

Unless otherwise stipulated in the bid/bid description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until **December 07, 2022 at 3:00 p.m. (CST)**, at which time all bids that are timely submitted will be opened and reviewed. The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting Agreement that is in its best interest and its decision shall be final.

A **mandatory** Pre-Bid meeting will be conducted at the Okaloosa County Sheriff's Office, Training Center located at 650 Chappie James Street SW, Crestview, FL 32536, on **November 16, 2022 at 1:00 P.M. (CST)**. Attendees shall meet at the front door of the building for the pre-bid meeting. Okaloosa County will transmit to all plan holders of record an Addenda in response to written questions received no later than seven (7) days prior to Bid Opening date. Oral statements may not be relied upon and will not be binding or legally effective.

The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting Agreement that is in its best interest and its decision shall be final.

For solicitation information, please contact:

Jesica Darr, Contracts and Leases Coordinator  
5479A Old Bethel RD.  
Crestview, FL 32546  
850-689-5960  
jdarr@myokaloosa.com

Jeffrey A  
Hyde

Jeffrey Hyde  
Purchasing Manager

Digitally signed by  
Jeffrey A Hyde  
Date: 2022.11.02  
16:06:31 -05'00'

\_\_\_\_\_ Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
MEL PONDER, CHAIRMAN

## **SPECIFICATIONS**

**BID #: ITB OCSO 10-23**

**BID ITEM: Installation and Service of Generator at Okaloosa County Sheriff's Office Training Center**

**PURPOSE:** The purpose of this bid is to establish a contract for a respondent to provide, deliver and properly install a 240 Volt-1 Phase Natural Gas Generator, 240 Volt-1- Phase Transfer Switch, concrete pad and associated delivery/installation/startup services..

**REQUIREMENTS:**

1. The contractor shall provide, deliver F.O.B. (to address below) and properly install one (1) new 230-250 KW 240 Volt 1-Phase Natural Gas Generator to included power transmission lines from unit to ATS. Any manufacturer shall be considered.
2. The contractor shall provide, deliver F.O.B. (to address below) and properly install one (1) new 800 Amp 240 Volt 1-Phase Transfer Switch. Any manufacturer shall be considered.
  - a. The transfer switch provided shall be equipped to handle the addition of a 2-landing elevator, which will be constructed/installed at a later date.

Delivery address:

Okaloosa County Sheriff's Office Training Center  
650 Chappie James Street SW, Crestview, Florida 32536

3. The following labor shall be provided, as listed below. The labor on the bid response sheet shall include all direct and indirect labor costs to meet bid specifications:
  - a) Mount the Automatic Transfer Switch (ATS), run wire from ATS to panel, run control circuit to Remote Annunciator Panel, terminate all wiring per above.
  - b) Coordinate with Okaloosa Gas on service line to unit and all needed regulators.
  - c) Pipe in gas from meter bar to generator per generator specifications.
  - d) Construct and deliver a concrete pad for generator, to be 6" thick with fiber and 1' of concrete around base of machine.
  - e) Start-up and testing of system in accordance with manufacturer instructions of the unit.
4. Coordinate with S.S.I. on controls package for monitoring and reporting of the generator status.
5. The Contractor shall pull all required permits and setup all inspections.

6. The Contractor shall provide all manuals and related paperwork for the generator set and transfer switch.
7. The Contractor shall provide as built wiring schematics accurately depicting all new circuitry added to facility.

## **TECHNICAL REQUIREMENTS**

1. **INSPECTION/TESTS:** The natural gas generator, transfer switch, concrete pad and installation and associated services shall be visually and technically inspected by the County before final acceptance by County.

2. **CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK:**

**Notice of Defects:** Prompt notice of all defective Work of which County have actual knowledge will be given to Contractor. All defective Work may be rejected, corrected or accepted as prescribed below:

**Access to Work:** The County shall be the sole judge of the quality of items delivered and services performed by the Contractor. The County may at any time, without notice, have access to the Work at reasonable times for their observation for inspection and acceptance of Work.

**Rejecting and Correcting Defective Work:** The County will have authority to disapprove or reject Work which it believes to be defective, or that County believes will not produce complete Work which conforms to specification of the bid. County will also have authority to require special testing or inspection of the Work. If County determines that said items delivered or services performed is not satisfactory, County shall so notify Contractor in writing. If said items delivered are defective or services are not performed satisfactorily by Contractor within ten (10) calendar days after receipt of the aforesaid written notice, County or its agents shall have the right to correct, remove, accept work, suspend or terminate contract, as outlined within this agreement, or, the County may exercise the option to perform the maintenance or repair on behalf of Contractor and Contractor agrees to promptly reimburse County for administrative costs equal to 100% of total cost. County may charge its cost of performance as a deduction against Contractor's Compensation. Notwithstanding the above provision, any hazardous or potentially hazardous condition shall be corrected immediately upon receipt by Contractor of oral notice given from County.

3. **WARRANTY**

- a. Vendor has the sole responsibility for ensuring and guaranteeing that the equipment and materials furnished or supplied meet the requirements of this specification.

- b. All repair work and parts supplied shall be warranted for a minimum of one year – from the date equipment is re-installed by the County – against defects in materials or workmanship supplied by the contractor. Any warranted failures shall be corrected at no cost to the County including transportation to and from the jobsite. Latent defects will be covered by the contractor.

**4. INSTALLATION AND SERVICE COORDINATION –**

- a. The contractor is permitted working hours of Monday through Friday, 8:00 a.m. CST to 4:30 p.m. CST. After hours work shall be coordinated through County Representative.
- 5. CONTRACT TERM-** The effective date of this contract will be upon execution of the contract by both parties and shall extend for a period of one-hundred and eighty (180) calendar days.
- 6. INFORMATION -** All questions in regard to this solicitation should be directed to Jessica Darr, Okaloosa County Purchasing Department, 850-689-5960.

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## **GENERAL SERVICES INSURANCE REQUIREMENTS**

REVISED: 01/2/2019

### **CONTRACTORS INSURANCE**

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

### **WORKERS' COMPENSATION INSURANCE**

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

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

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

#### **BUSINESS AUTOMOBILE LIABILITY**

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

#### **COMMERCIAL GENERAL LIABILITY INSURANCE**

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

## **INSURANCE LIMITS OF LIABILITY**

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

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

## **NOTICE OF CLAIMS OR LITIGATION**

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

## **INDEMNIFICATION & HOLD HARMLESS**

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

## **CERTIFICATE OF INSURANCE**

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

Crestview, Florida, 32536.

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

## **GENERAL TERMS**

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

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

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

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

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

#### **EXCESS/UMBRELLA INSURANCE**

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

## GENERAL BID CONDITIONS

### 1. PRE-BID ACTIVITY -

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

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

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

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

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

2. **PREPARATION OF BID** – The bid form is included with the bid documents. Additional copies may be obtained from the County. The respondent shall submit bids in accordance with the public notice.

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

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

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

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

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

It is preferred that all signatures be in blue ink with the names type or printed below the signature. Okaloosa County does not accept electronic signatures.

The bid 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 bid shall be shown.

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

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

If within 24 hours after bids 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 bid, that respondent may withdraw its bid, and the bid security may be returned. Thereafter, if the work is rebid, that respondent will be disqualified from 1) further bidding on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

6. **BIDS TO REMAIN SUBJECT TO ACCEPTANCE** – All bids will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.
7. **IDENTICAL TIE BIDS** -- In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.
8. **CONDITIONAL & INCOMPLETE BIDS** - Okaloosa County specifically reserves the right to reject any conditional bid and bids which make it impossible to determine the true amount of the bid.
9. **PRICING** – The bid price shall include all equipment, labor, materials, freight, taxes etc. Okaloosa County reserves the right to select that bid most responsive to our needs.
10. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County’s best interest.
11. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer’s specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer’s specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.
12. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
13. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:
  - a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.



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

#### **14. AWARD OF BID**

- A. **Okaloosa County Review** - Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.
- B. The County will award the bid to the responsive and responsible vendor(s) with the lowest responsive bid(s), and the County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final. The County reserves the right to award to multiple vendors.
- C. Okaloosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.
- D. Okaloosa County specifically reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately and no attempt is to be made to tie any item or items to any other item or items.
- E. **FINACIAL 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.

- 15. 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 #.
- 16. DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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.
- 17. 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.
- 18. CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their bids the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.  
  
**Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.**
- 19. REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
- 20. INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
- 21. 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.**

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

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

**24. 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.

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

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

- 26. 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 award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.
- 27. AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract.
- 28. 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.
- 29. 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.
- 30. UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
- 31. 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>

**32. The following documents shall be submitted with the bid packet. Failure to provide required forms may result in contractor disqualification.**

- A. #1 - Invitation to Bid/Notice to Respondents
- B. #2- Drug-Free Workplace Certification Form
- C. #3- Conflict of Interest
- D. #4- Federal E-Verify
- E. #5- Cone of Silence Form
- F. #6- Recycled Content Form
- G. #7- Indemnification and Hold Harmless
- H. #8- Company Data
- I. #9- System of Awards Management
- J. #10- Addendum Acknowledgement
- K. #11- Bid Response Sheet
- L. #12- Anti-Collusion Statement
- M. #13- Prohibition to Lobbying
- N. #14- Governmental Debarment & Suspension
- O. #15- Vendors on Scrutinized Companies List
- P. #16- Grant Funded Clauses
- Q. #17- Buy America Certificates
- R. #18- ARPA Grant Funded Clauses
- S. #19- Certificate of Good Standing for State of Florida-see above\*

**#2- 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: Dec. 14, 2022

SIGNATURE: 

COMPANY: Bearden Electric Inc NAME: GARY BEARDEN  
(Typed or Printed)

ADDRESS: P.O. Box 849

Fort Walton

TITLE: CEO

Beach FL 32549

E-MAIL: gary@beardenelectric.com

PHONE #: 850-863-2131

**#3- 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:  \_\_\_\_\_

NAME(S) POSITION(S)

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FIRM NAME: Bearden Electric Inc

BY (PRINTED): GARY BEARDEN

BY (SIGNATURE): 

TITLE: CEO

ADDRESS: P.O. Box 849 Fort Walton Beach FL 32549

PHONE NO.: 850-863-2131

E-MAIL: gary@beardenelectric.com

DATE: Dec. 14, 2022

**#4- FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

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

---

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

DATE: Dec. 14, 2022 SIGNATURE: 

COMPANY: Bearden Electric Inc NAME: GARY BEARDEN

ADDRESS: PO Box 849 TITLE: CEO  
Fort Walton Beach  
FL 32549

E-MAIL: gary@beardenelectric.com

PHONE NO.: 850-863-2131



**#5- 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          *Campbell*         representing         *Bearden Electric Inc*          
Signature Company Name

On this 14 day of Dec. 2022, I hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

**#6- RECYCLED CONTENT FORM**

RECYCLED CONTENT INFORMATION

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

Product Description: \_\_\_\_\_  
\_\_\_\_\_ N/A  
\_\_\_\_\_

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

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

Specify: \_\_\_\_\_  
\_\_\_\_\_ N/A  
\_\_\_\_\_

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

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

Specify: \_\_\_\_\_  
\_\_\_\_\_ N/A  
\_\_\_\_\_

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

Name of Proposer: \_\_\_\_\_ Gary Bearden

E-Mail: \_\_\_\_\_ gary@beardenelectric.com

**#7- INDEMNIFICATION AND HOLD HARMLESS**

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

<u>Bearden Electric Inc</u> Respondent's Company Name	<input checked="" type="checkbox"/> <u>[Signature]</u> Authorized Signature – Manual
<u>1798 Lewis Turner Blvd</u> <u>Fort Walton Beach FL</u> <u>32547</u>	<u>GARY BEARDEN</u> Authorized Signature – Typed
<u>Physical Address</u> <u>PO. Box 849</u> <u>Fort Walton Beach FL</u> <u>32549</u>	<u>CEO</u> Title
<u>Mailing Address</u> <u>850-863-2131</u>	<u>850-863-2136</u> FAX Number
<u>Phone Number</u> <u>850-685-8239</u>	<u>850-685-8239</u> After-Hours Number(s)
<u>Cellular Number</u> <u>Dec. 14, 2022</u>	<u>gary@beardenelectric.com</u> Email
<u>Date</u>	

**#8- COMPANY DATA**

Respondent's Company Name:

Bearden Electric Inc

Physical Address & Phone #:

1798 Lewis Turner Blvd

Ft. Walton Beach

FL. 32547

850-863-2131

Contact Person (Typed-Printed):

GARY BEARDEN

Phone #:

850-863-2131

Cell #:

850-685-8239

Email:

gary@beardenelectric.com

Federal ID or SS #:

59-1405160

Respondent's License #:

EC 1300 4549

Respondent's DUNS #:

06-673-0748

Fax #:

850-863-2136

Emergency #'s After Hours,  
Weekends & Holidays:

850-685-8239

## **#9- SYSTEM FOR AWARD MANAGEMENT (OCT 2016)**

(a) Definitions. As used in this provision.

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

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

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

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

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

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

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

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

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

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

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

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

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

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

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

Offerors SAM information:

Entity Name: Bearden Electric Inc

Entity Address: PO Box 849, Fort Walton Beach FL 32549

Sam.Gov Unique Entity Identifier: SSSGZGXTGQ369

CAGE Code: 9T629

**Correct Sam.Gov # SSSGGXTGQ369**

**#10 - ADDENDUM ACKNOWLEDGEMENT**  
**ITB OCSO 10-23**

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

ADDENDUM NO.	DATE
1	9 November 2021
2	30 November 2022

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.

**#11 (REVISED) - BID RESPONSE**

**ITB OCSO 10-23  
Installation and Service of Generator at Sheriff's Office Training Center**

SUBMITTED BY Bearden Electric Inc

\*\*Total bid amount shall include all costs for delivery and installation fees, equipment, concrete pad, controls, direct and indirect labor and all associated items and services listed within bid specifications.

TOTAL PRICE FOR GENERATOR \$ 147,297.27 w/TAX

TOTAL BID AMOUNT \$ 292,897.00

ADD ALTERNATE 1-ALUMINUM ENCLOSURE: \$ Included w/Gen. Set

ADD ALTERNATE 2-SOUND PROOF ENCLOSURE: \$ " " "

ADD ALTERNATE 3-3<sup>RD</sup> BREAKER \$ 1,500.00

The total number of days to substantial and final completion for the delivery and installation of all equipment and services outlined within specifications is one-hundred and eighty (180) calendar days. (Subject to change, if needed per shipping and manufacturing issues arise)



**#12- ANTI-COLLUSION STATEMENT:** The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not **colluded with any other bidder or parties to bid whatever.** Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Bearden Electric Inc.

Respondent's Company Name

PO Box 849

Address

Fort Walton Beach  
FL 32949

City/State/Zip

850-863-2131

Phone #

59-1405160

Federal ID # or SS #

✓ *Gary Bearden*

Authorized Signature – Manual

GARY BEARDEN

Authorized Signature – Typed

CEO

Title

850-863-2136

Fax #

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

The Contractor, Bearden Electric, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

GARY BEARDEN, CEO

Name and Title of Contractor's Authorized Official

Dec. 14, 2022

Date

## **#14- Government Debarment & Suspension**

### **Instructions**

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

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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Printed Name and Title of Authorized Representative

GARY BEARDEN


✓   
Signature

Dec. 14, 2022  
Date

**#15- 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: Dec. 14, 2022 SIGNATURE:   
COMPANY: Bearden Electric Inc NAME: GARY BEARDEN  
(Typed or Printed)  
ADDRESS: PO Box 849 TITLE: CEO  
Fort Walton Beach  
FL 32549 E-MAIL: gary@beardenelectric.com  
PHONE NO.: 850-863-2131

## **#16- 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 or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Proposer* shall adhere to all grant conditions as set forth in the requirements of Grant #SLT-0786, American Rescue Plan Act. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

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

These cited regulations are hereby incorporated and made part of this *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Solicitation*. If *Proposer* cannot adhere to or objects to any of the applicable federal requirements, *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 1 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *proposer* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

**Conflict of Interest (2 CFR § 200.112):** Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *proposer* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *proposer* is unable, or potentially unable, to render impartial

assistance or advice; ii. A *proposer's* objectivity in performing the contract work is or might be otherwise impaired; or iii. The *proposer* has an unfair competitive advantage.

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

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

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

**Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375):** Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *proposer* agrees as follows: (1) The *Proposer* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Proposer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The *Proposer* agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Proposer* will, in all solicitations or advertisements for employees placed by or on behalf of the *Proposer*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Proposer* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Proposer's* commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Proposer* will comply with all provisions of



Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Proposer* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Proposer's* noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Proposer* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Proposer* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Proposer* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Proposer* may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

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

**Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401):** Applicability: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

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

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

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

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

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

will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

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

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

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

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

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

**Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005):** Applicability: Applies to purchases of iron, steel, manufactured

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

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

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

**Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170):** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Proposer* shall, upon request,

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


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

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

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

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

The ITB DCSC 10-23 on behalf of Bearden Electric Inc the *proposer* is authorized to sign below and confirm the *proposer* is fully able to comply with these requirements, federal terms and conditions and has made inquiries and further examination of the law and requirements as is necessary to comply.

DATE: Dec. 14 2022 SIGNATURE:   
COMPANY: Bearden Electric NAME: Gary Bearden  
ADDRESS: Po Box 849 TITLE: CEO  
Fort Walton Beach  
FL. 32549

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

E-MAIL: gary@beardenelectric.com

PHONE NO.: 850-863-2131

**#17- 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: \_\_\_\_\_  
SIGNATURE:           NIA            
COMPANY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**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:           NIA            
COMPANY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_



## **RESPONSE DOCUMENT #18: ARPA CLAUSES**

### **American Rescue Plan Contract Clauses Exhibit "S"**

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

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

#### **PUBLICATIONS**

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

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

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


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

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

#### **Recordkeeping Requirements**

Contractors must maintain records and financial documents for **five years** after all funds have been expended or returned to the County. Treasury may request transfer of records of long-term value at the end of such period. 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 Treasury upon request, and to the Government Accountability Office (“GAO”), Treasury’s Office of Inspector General (“OIG”), and their authorized representative in order to conduct audits or other investigations and retain these records in compliance with the OMB guidance 2 C.F.R. §200.333.

The ITB OCS 10-23 on behalf of Bearden Electric the quoter is authorized to sign below and confirm the quoter is fully able to comply with these requirements, federal terms and conditions and has on made any inquiries and further examination of the law and requirements as is necessary to comply.

DATE:	<u>Dec. 14, 2022</u>	SIGNATURE:	<u>✓ </u>
COMPANY:	<u>Bearden Electric Inc</u>	NAME:	<u>GARY BEARDEN</u>
		TITLE:	<u>CEO</u>

## **FEDERAL NON-DISCRIMINATION PROVISIONS**

In performing under this Agreement, Subrecipient shall comply with the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
  - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
  - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712)

## **ENVIRONMENTAL COMPLIANCE**

In performing under this Agreement, Consultant/Contractor shall comply with all of the federal environmental standards and provide information requested by Treasury relating to compliance including but not limited to the following federal statutes, regulations, and executive orders listed below, as applicable:

1. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
2. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
3. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”)
4. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.) Flood insurance, when available, is required for Federally-assisted construction or acquisition in areas having special flood hazards and flood-prone areas. When required, recipients will ensure that flood insurance is secured for their project(s).
5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
7. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
12. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. §1801)
13. Marine Mammal Protection Act, as amended (16 U.S.C § 31)
14. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
15. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
16. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
17. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. § 1431—1445)

18. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
19. Rivers and Harbors Act of 1899 (33 U.S.C § 407)
20. Environmental Justice in Minority Populations and Low-Income Populations, EO 12898, as amended
21. Flood Management, EO 11988, as amended by EO 13690, which was revoked by EO 13807 on August 15, 2017 and reinstated by EO 14030 on May 20, 2021, reestablishing the Federal Flood Risk Management Standard (FFRMS) (“Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input”), Recipients must identify proposed actions located in a floodplain and/or wetlands to enable the Council to determine whether there is an alternative to minimize any potential harm. Floodplains are identified through a climate-informed science approach, adding 2-3 feet of elevation to the 100-year floodplain, or using the 500-year floodplain.
22. Protection of Wetland, EO11990, May 24, 177, as amended by EO 12608
23. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
24. Coral Reef Protection, EO 13089
25. Invasive Species, EO 13112


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

Respondent's Name: Bearden Electric Inc

Federal Employer Identification No.: 59-1405160

SAM.GOV Unique Entity Number: SSSGZGXTGQ369

Respondent's Address: P.O. Box 849, Fort Walton Beach FL 32949

By: 

Signature

Name: GARY BEARDEN

Print Name

Title: CEO

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

Phone No.: 850-863-2131 Fax No.: 850-863-2136

E-Mail Address: gary@beardenelectric.com

Date: 12/14/22

**CORPORATE SEAL**

## Title VI Clauses for Compliance with Nondiscrimination Requirements

### Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the



Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

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

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

#### OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may

cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

#### E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
  - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award; Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
  - b. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
  - a. All new employees.
    - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section);  
or
    - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section);  
or

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

- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
  - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
  - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

# *State of Florida*

## *Department of State*

I certify from the records of this office that BEARDEN ELECTRIC, INC. is a corporation organized under the laws of the State of Florida, filed on November 12, 1971.

The document number of this corporation is 391253.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 10, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

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



  
*Secretary of State*

**Tracking Number: 3905258201CU**

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/14/2022

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

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

<b>PRODUCER</b> M.E. Wilson Company LLC Waldorff Insurance & Bonding 45 Eglin Parkway NE Ste 202 Fort Walton Beach FL 32548		<b>CONTACT NAME:</b> K. Wayne Walker	
		<b>PHONE (A/C, No, Ext):</b> 850-581-4925	<b>FAX (A/C, No):</b> 850-581-4930
		<b>E-MAIL ADDRESS:</b> receptionist@waldorffinsurance.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Southern-Owners Ins. Co.	<b>NAIC #</b> 10190
		<b>INSURER B:</b> Bridgefield Employers Ins. Co.	10701
		<b>INSURER C:</b> Auto Owners	18988
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**INSURED**  
Bearden Electric, Inc.  
P.O. Box 849  
Fort Walton Beach FL 32549

BEAR-02

**COVERAGES**

CERTIFICATE NUMBER: 1485795169

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	78413758	7/1/2022	7/1/2023	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Empl Benefits \$ 1,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>	Y Y	5341375800	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y Y	5341375801	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	830-55058	1/1/2022	1/1/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater		78413758	7/1/2022	7/1/2023	Leased/Rented Equip 100,000

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

RE: Installation and Service of Generator at Crestview

Okaloosa County Board of County Commissioners and their respective officers, related and affiliated entities agents, consultants, and employees are an Additional Insured with ongoing and completed operations, when required by written contract, as pertains to General Liability, Commercial Auto, Umbrella

Waiver of Subrogation applies when required by written contract in favor of Okaloosa County Board of County Commissioners and their respective officers, related and affiliated entities agents, consultants, and employees as respects to General Liability, Commercial Auto, Workers Comp, Umbrella

Cancellation Provision: 30 Days Notice of Cancellation except 10 days for non-payment of premium.

**CERTIFICATE HOLDER****CANCELLATION**

Okaloosa County Purchasing Department 5479-A Old Bethel Rd Crestview FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>K. Wayne Walker</i>

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

**ELECTRICAL CONTRACTORS' LICENSING BOARD**

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



**BEARDEN, GARY W**

BEARDEN ELECTRIC, INC.  
1798 LEWIS TURNER BLVD.  
FORT WALTON BEACH FL 32547

**LICENSE NUMBER: EC13009549**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

**ELECTRICAL CONTRACTORS' LICENSING BOARD**

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**REEVES, RICHARD D**

BEARDEN ELECTRIC, INC.  
PO BOX 849  
FORT WALTON BEACH FL 32549-0849

**LICENSE NUMBER: EC13002474**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

**Bearden Electric, Inc., P.O. Box 849, Fort Walton Beach, FL 32549**  
as Principal, hereinafter called the Principal, and

**Merchants Bonding Company (Mutual), PO Box 14498, Des Moines, IA 50306**  
a corporation duly organized under the laws of the State of IA as Surety, hereinafter called the Surety, are held and firmly bound unto

**Okaloosa County Board of County Commissioners; 5479A Old Bethel Road, Crestview, FL 32536**  
as Obligee, hereinafter called the Obligee, in the sum of FIVE Percent of the amount bid

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
ITB OCSO 10-23, Installation & Service of Generator at Okaloosa County Sheriff's Office Training Center; 650 Chappie James Street SW, Crestview, FL 32536

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14 day of December 2022.


  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness)

**Bearden Electric, Inc.**  
(Principal) (Seal)

  
\_\_\_\_\_  
Richard D Reeves, President

**Merchants Bonding Company (Mutual)**  
(Surety) (Seal)

  
\_\_\_\_\_  
L. Dale Waldorff, Attorney-in-Fact  
& Florida Licensed Resident Agent

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Benjamin H French; K Wayne Walker; L Dale Waldorff; Pamela L Jarman; Paul A Locascio; Rebekah F Sharp; Ronald J Hays; Trava Ridlon

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of June, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 29th day of June, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

*Polly Mason*  
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14 day of December, 2022.



*William Warner Jr.*  
Secretary



## **ADDENDUM 1**

**9 November, 2021**

**ITB OCSO 10-23**

### **Installation and Service of Generator of Okaloosa County Sheriff's Office Training Center**

Please find attached the Document and information below, for the above referenced Addendum No. 1. This Addendum is hereby made a part of the Contract Documents and Specifications of the above referenced project. All other requirements of the original Contract Documents and Specifications shall remain effective in their respective order.

The purpose of Addendum No. 1 is to revise original bid solicitation package. The following changes were made: The ITB cover page reflects a **non-**mandatory pre-bid meeting, the paragraph 32. Authority to Piggyback under General Bid Conditions is henceforth removed, revised bid documents list, added form #17-Buy America Certificates.

**See the attached, revised bid solicitation package.** Contractors shall utilize the revised bid solicitation package from Addendum No. 1.

### **Note:**

**The Bid Opening date remains December 7, 2022 at 3  
p.m. (C.S.T.).**



**ADDENDUM 2**  
**November 30 , 2022**

**ITB OCSO 10-23**  
**Installation and Service of Generator of Okaloosa County Sheriff's Office Training Center**

Please find attached the Document and information below, for the above referenced Addendum No. 2. This Addendum is hereby made a part of the Contract Documents and Specifications of the above referenced project. All other requirements of the original Contract Documents and Specifications shall remain effective in their respective order.

The purpose of Addendum No. 2 is to revise original bid solicitation package. The following changes were made:

- I. See attachments:
  - a. Attachment #1 - Proposed Natural Gas Service Line Aerial
  - b. Attachment #2 - Site Plans
  - c. Attachment #3 - Davis-Bacon Prevailing Wage Determinations for Building
  - d. Attachment #4 - Revised Bid Response Sheet
  
- II. Specifications/Requirements are updated as follows:
  1. The contractor shall provide, deliver F.O.B. (to address below) and properly install one (1) new 230-250 KW 240 Volt 1-Phase Natural Gas Generator to included power transmission lines from unit to ATS. **Any manufacturer shall be considered. The OCS is requesting the following generators or approved equal: Kohler, Cummins, Caterpillar, Taylor Power Systems, or Generac. In order to request an approved equal, the request should be made by December 5, 2022 via Vendor Registry using the question tab at the top of the page.**
  2. Correction in wiring requirements:
    - a. All wiring to be of copper construction
    - b. All wiring inside the building to be contained in steel conduit
      - b.1 Conduit to be securely fastened to building structure for necessary support
  3. The inclusion of a second breaker at the generator for future additions.
    - a. Show price for option of additional 3<sup>rd</sup> breaker if supported by generator manufacturer.
  4. Vendor to coordinate with Okaloosa Gas for the installation of appropriate natural gas infrastructure/service along defined route (see attachment #1).
    - a. OCSO will establish monthly service with Okaloosa Gas, but vendor will need to coordinate all installation and provide specifications to ensure requirements are met for generator demand.

5. Vendor to obtain any and all necessary permits for work to be performed including electrical, gas, structural (concrete), etc. and to perform work in accordance with all governing code, rule, law, and industry best practices.
  - a. If governing code requires improved specifications above what is provided in ITB, governing code shall prevail as the minimum standard.
6. All fastening hardware used outdoors to of suitable composition (stainless, brass, anodized, etc.) to prevent premature failure due to rust.

III. The following language is added into the bid requirement package, as follows: A **Bid Bond** is required with the Contractor's submittal (submission package) for 5% of the Bid price, in the form of a cashier's check, certified check or bond. A **performance and payment bond** will be required in the amount of 100% of the estimated contract value. The performance bond and payment bond can be a total of 100% combined.

#### IV. Questions/Answers

**Question:** Please confirm that a control monitoring package by S.S.I. is needed for the generator. If it is needed please provide S.S.I. contact. Ideally county should contract S.S.I. directly and require contractor to work with S.S.I. this is to avoid price mark up.

**Answer:** The requirement for S.S.I. remote monitoring has been removed from the bid specifications. The vendor will need to ensure there is a remote enunciator panel mounted in the garage area.

**Question:** Please advise if the generator proposed location is in a potential flood zone. If so, please provide base flood elevation so we can appropriately elevate the generator.

**Answer:** See attachment #2, page 10.

**Question:** Please confirm the County/Sheriff's Office will bring new gas line within 20 feet of the generator with meter installed.

**Answer:** Vendor shall be responsible for working with Okaloosa Gas District to decide the placement of the meter.

**Question:** Please confirm if engineering (Electrical / Structural) plans will be required in order to acquire permitting.

**Answer:** Vendor is responsible for finding the requirements of the permitting process through the Okaloosa County Growth Management Department.

**Question:** Will the County offset the permitting cost within departments or does contractor have to include permit fees as part of bid?

**Answer:** All permit fees should be included in the bid proposal.

**Question:** Will installation of Bollard protection be required around generator be required as part of contractors scope of work?

**Answer:** No.

**Question:** It was mentioned that this project does contain Federal funding and the Davis-Bacon act does apply. These bid documents mentions Davis-Bacon and then states the following near the bottom of that paragraph: "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." Please provide current scale documents.

**Answer:** See the attachment #3 Davis-Bacon Prevailing Wage Determinations for Building.

**Question:** Can you please provide a copy of the "Prevailing Wages" for your area?

**Answer:** See the attachment #3 Davis-Bacon Prevailing Wage Determinations for Building.

**Question:** Will the generator enclosure require any sound rating?

**Answer:** Please offer upgrade as an option and show price.

**Question:** What material should the generator enclosure be made of? Steel, aluminum, etc.?

**Answer:** Steel or aluminum is acceptable material for the enclosure.

**Question:** What wind rating will be required by the county for the generator enclosure?

**Answer:** The standard enclosure is rated for 150 M.P.H.

**Question:** Many generator manufactures are taking exception to the 180 day period. Can the period be extended?

**Answer:** Vendor may request time extension if needed.

**Question:** Do we have to sign the "Buy American Certificate" if the project is APRA funded?

**Answer:** No Buy American is not required by ARPA funds.

**Question:** What is the budget for this project?

**Answer:** The project budget is over \$100,000.00.

**Question:** Are electrical drawings available to use for estimating purposes?

**Answer:** Yes.

**Question:** Is the County open to have add alternates for: 1 – Providing generator with aluminum enclosure?

**Answer:** Steel or aluminum is acceptable material for the enclosure.

**Question:** During walk thru it was mentioned that the generator should be able to handle an additional breaker to feed another building on-site at a later date. During discussion it mentioned a 200 amp additional breaker should be installed as part of generator package.

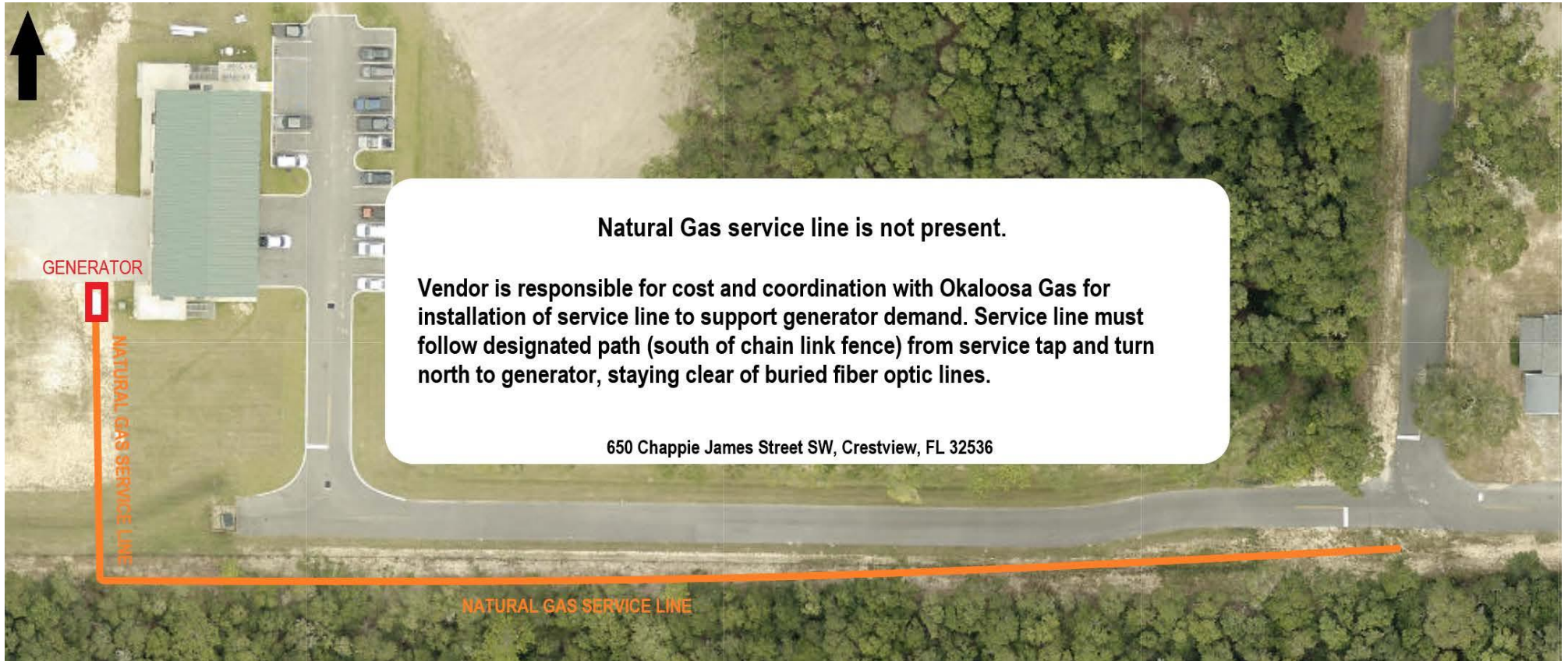
**Answer:** Yes, that is correct.

**Note:**

**\*The revised question deadline for submitting approved (only) equals will be December 5, 2022 at 4:30 P.M.\***

**\*The revised bid opening date will be December 14, 2022 at 3:00 P.M.\***

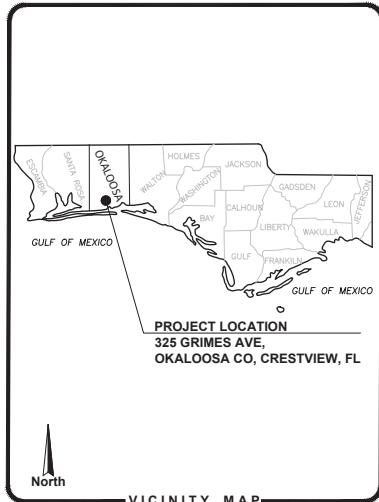
## Addendum #2 – Attachment #1 - Proposed Natural Gas Service Line Aerial



# CIVIL DESIGN DRAWINGS FOR: OCSD TRAINING FACILITY

**PARCEL ID: 18-3N-23-1800-0000-030F, 18-3N-23-1800-0000-030G,  
18-3N-23-1800-0000-030H, 18-3N-23-1800-0000-0310 &  
18-3N-23-0000-0001-0000  
OKALOOSA COUNTY, CRESTVIEW, FL**

**SECTION 18 TOWNSHIP 3 NORTH RANGE 23 WEST**



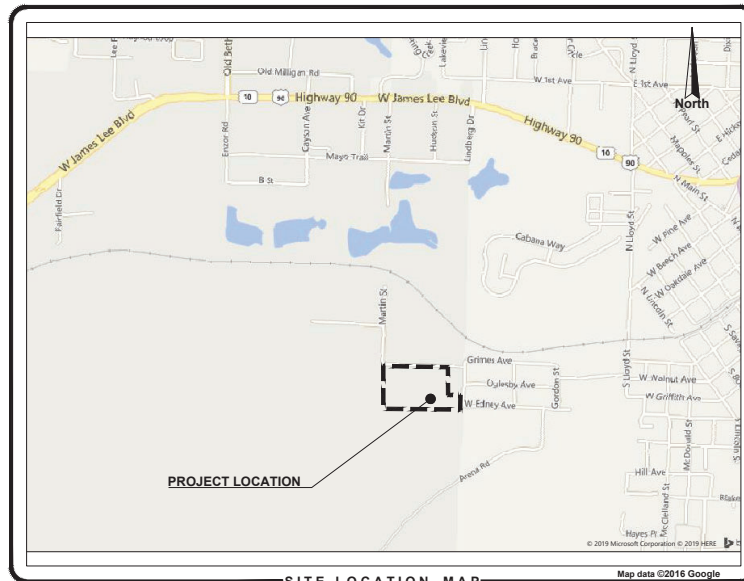
**PREPARED FOR:**



**OKALOOSA COUNTY  
PUBLIC WORKS  
CONTACT: JASON AUTREY  
1759 S. FERDON BLVD.  
CRESTVIEW, FL 32536  
PHONE: (850) 609-5098**



**OKALOOSA COUNTY  
SHERIFF'S DEPARTMENT  
CONTACT: LARRY ASHLEY  
50 2ND STREET,  
SHALIMAR, FL 32579  
PHONE: (850) 651-7410**



**LEGAL DESCRIPTION:**

BEGINNING AT THE NORTHWEST CORNER OF TRACT 30, PLAT NUMBER 1, OAKCREST FARMS AND GROVES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 74, PUBLIC RECORDS OF OKALOOSA COUNTY FLORIDA; THENCE PROCEED ALONG THE NORTHERLY LINE OF SAID TRACT 30 S 88°06'08" E, A DISTANCE OF 140.03 FEET; THENCE LEAVING SAID NORTH LINE PROCEED S 01°52'43" W, A DISTANCE OF 310.00 FEET; THENCE PROCEED S 85°11'49" E, A DISTANCE OF 291.44 FEET; THENCE PROCEED S 01°45'57" W, A DISTANCE OF 127.30 FEET; THENCE PROCEED S 85°06'12" E, A DISTANCE OF 199.97 FEET TO THE EASTERLY LINE OF THE AFOREMENTIONED TRACT 30; THENCE PROCEED ALONG SAID EAST LINE S 04°36'34" W, A DISTANCE OF 163.67 FEET TO THE SOUTHERLY LINE OF TRACT 30; THENCE PROCEED ALONG SAID SOUTHERLY LINE N 87°35'21" W, A LINE N 01°52'02" E, A DISTANCE OF 620.00 FEET; RETURNING TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 4.83 ACRES, MORE OR LESS.

LOT 31, OAKCREST FARMS AND GROVES AS RECORDED IN PLAT BOOK 1, PAGE 74 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA. SAID PARCEL CONTAINS 8.981 ACRES, MORE OR LESS.



**ENGINEER:**  
AVCON, INC.  
ENGINEERS & PLANNERS  
320 BAYSHORE DRIVE, SUITE A – NICEVILLE, FL 32578–2425  
OFFICE: (850) 678-0050  
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 5057  
www.avconinc.com

MUNICIPALITY: OKALOOSA COUNTY  
WATER/WASTE WATER: CRESTVIEW  
POWER: GULF POWER  
GAS: OKALOOSA GAS

**AVCON, INC.**  
ENGINEERS & PLANNERS  
320 BAYSHORE DRIVE, SUITE A  
NICEVILLE, FL 32578-2425  
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 5057  
www.avconinc.com

**AVCON**  
TRANSFORMING TODAY'S IDEAS  
INTO TOMORROW'S REALITY

TONIA D. NATION  
FL LICENSE NO.: 84531  
FBPR CERTIFICATE OF AUTHORIZATION NO. 5057

NO.	DATE	REVISION

**COVER SHEET**  
CONFORMED DOCUMENTS

**OCSD TRAINING FACILITY**  
PREPARED FOR  
**OKALOOSA COUNTY SHERIFFS DEPARTMENT**

DESIGNED BY: JDC  
DRAWN BY: VMB  
CHECKED BY: VDL  
APPROVED BY: TONIA D. NATION  
PROJECT NO: 18.0125.04  
DATE: SEPTEMBER 2019

**SHEET NUMBER**  
**G-1**





2  
 (LOC#1)  
 ST#2  
 34430/64331

\*CUST TO RMV SERVICE\*  
 \*PANEL AND EXTEND\*  
 \*1-2" SCH 40 105' TO\*  
 \*TRANSFORMER LOCATION\*  
 \*M#3316892\*

(LOC#2)  
 \*IN 75KV PADMNT 120/240  
 \*TAG ST#3 TLN#34444/64305  
 \*TOTAL LOAD W=85KVA  
 \*CUST SVC SIZE TO BE 800A  
 \*WITH 2-RUNS OF 500MCM  
 \*V.D.=1.96 FLKR=0.77  
 \*C.T'S TO BE 200.5 MOUNTED  
 \*IN CABINET  
 \*IN 15 GROUND RODS

325 GRIMES AVE  
 OCSD SHOOTING RANGE

650 CHAPPIE  
 JAMES ST

SEE CABINET AND METER  
 SEE POWER BEER DISCHARGE

GRADER PUMP  
 STATION  
 15" SCH 40  
 200.5/147



UPLINE PROTECTION  
 T-9259 15A KS RISER ST#1 34431/64362  
 Z-864 800A VIPER EDNEY AVE W &  
 S. WILSON ST

CONTACTS: STEVEN SCHMIDT  
 SURTAX PROJECT MANAGER  
 850-612-5132  
 SSCHMIDT@MYOKALOOSA.COM  
 CONTRACTOR: A.E. NEW JUNIOR, INC  
 WILL ERRINGTON 850-472-1001  
 ELECTRICAL CONTRACTOR: BEARDEN ELECTRIC

THIS WR TO PROVIDE UNDERGROUND SERVICE  
 TO NEW OCSD TRAINING FACILITY  
 CUSTOMER CHOSE OPTION#3

(LOC#1)  
 CUSTOMER TO REMOVE SERVICE PANEL  
 GULF TO REMOVE 150' OF 4/DUTA  
 CUSTOMER TO EXTEND 1-2" SCH 40  
 CONDUIT 105' TO NEW TRANSFORMER  
 LOCATION.  
 MASTEC TO INSTALL 1-1/0AXNJ 260'

(LOC#2)  
 MASTEC TO INSTALL 15" BOX PAD AND  
 75KVA 120/240 PADMOUNT TRANSFORMER  
 CUSTOMER TO BRING 2-RUNS OF 500MCM  
 TO TRANSFORMER. C.T'S TO BE 200.5  
 MOUNTED IN CABINET  
 INSTALL 15 GROUND RODS

REMOVED & BOLLIED  
 863-2131

\*EXHIBIT C\*

SP800 FLOW 496-2166

SUBJECT: OKALOOSA COUNTY SHERIFF'S DEPARTMENT	
650 CHAPPIE JAMES ST	
DRAWING NOT TO SCALE	
DETAIL: DRAWING 1-30	REV: 3374543
ENR. BY: SHANE DATE: 07/22/20 WFA	REV: 0094 309692
SCALE: 1"=20'	REV: 0094 309692
SHEET 1 OF 1 SHEETS	U 10. ED1009576543

INDEX OF DRAWINGS	
SHEET NO.	SHEET TITLE
G-1	COVER SHEET
G-2	INDEX OF DRAWINGS, & SUMMARY OF QUANTITIES
G-3	GENERAL NOTES
C-1	EXISTING CONDITIONS, HAUL ROUTE & EROSION CONTROL PLAN
C-2	OVERALL SITE PLAN
C-3	SITE PLAN
C-4	OVERALL GRADING & DRAINAGE PLAN
C-5	GRADING & DRAINAGE PLAN (SHEET 1 OF 2)
C-6	GRADING & DRAINAGE PLAN (SHEET 2 OF 2)
C-7	UTILITY PLAN
C-8	TREE LOCATION PLAN
C-9	TREE PLANTING DETAILS
C-10	UTILITY DETAILS (SHEET 1 OF 3)
C-11	UTILITY DETAILS (SHEET 2 OF 3)
C-12	UTILITY DETAILS (SHEET 3 OF 3)
C-13	GRINDER PUMP DETAILS
C-14	MISCELLANEOUS DETAILS (SHEET 1 OF 5)
C-15	MISCELLANEOUS DETAILS (SHEET 2 OF 5)
C-16	MISCELLANEOUS DETAILS (SHEET 3 OF 5)
C-17	MISCELLANEOUS DETAILS (SHEET 4 OF 5)
C-18	MISCELLANEOUS DETAILS (SHEET 5 OF 5)

TRAINING FACILITY SHEETS	
SHEET NO.	SHEET TITLE
S-0	TRAINING FACILITY STRUCTURAL DESIGN GENERAL NOTES
S-1	TRAINING FACILITY STRUCTURAL DESIGN PLANS
S-2	TRAINING FACILITY STRUCTURAL DESIGN SECTIONS
S-3	TRAINING FACILITY STRUCTURAL DESIGN SECTIONS AND DETAILS
S-4	TRAINING FACILITY STRUCTURAL DESIGN SECTIONS AND DETAILS
A1.01	LIFE SAFETY PLANS
A1.11	FLOOR PLANS
A1.21	REFLECTED CEILING PLANS
A1.31	ENLARGED PLANS
A1.41	CLEARANCES AND MOUNTING HEIGHTS, WALL TYPES & DETAILS
A2.01	BUILDING ELEVATIONS
A2.02	BUILDING ELEVATIONS
A3.01	BUILDING SECTIONS
A4.01	BUILDING SECTIONS
A6.01	DOOR / WINDOW TYPES, DETAILS AND SCHEDULES
A6.11	WINDOW DETAILS
M1.01	HVAC FLOOR PLANS
M2.01	HVAC SCHEDULES, NOTES, & LEGEND
M2.02	HVAC DETAILS
P1.01	1ST AND 2ND FLOOR SANITARY SEWER PLANS
P1.02	1ST AND 2ND FLOOR DOMESTIC WATER PLANS
P2.01	PLUMBING RISERS, SCHEDULES, NOTES, & LEGEND
P2.02	PLUMBING DETAILS
E0.01	ELECTRICAL LEGEND, NOTES, AND DETAILS
E0.02	PANEL SCHEDULES & POWER RISER DIAGRAM
E1.01	POWER & SIGNAL PLANS
E1.02	FIRE ALARM SYSTEMS PLANS
E1.03	LIGHTING PLANS
E2.00	ELECTRICAL SITE PLAN

### TRAINING FACILITY SUMMARY OF QUANTITIES

101-1	MOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
104-1	PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION	LS	1
110-1	DEMOLITION- CLEARING & GRUBBING	LS	1
110-2	DEMOLITION- MISCELLANEOUS DEMOLITION	LS	1
120-1	UNCLASSIFIED EXCAVATION AND EMBANKMENT	LS	1
285-1	8" GRAVEL GRADED AGGREGATE BASE	SY	350
285-2	8" BASE COURSE	SY	2,860
290-1	12" STABILIZED SUBGRADE	SY	3,120
334-2	2" BITUMINOUS SURFACE COURSE	TON	288
425-1	TYPE F DBI	EA	2
425-2	TYPE C DBI	EA	5
430-1	18" ADS, N-12	LF	175
430-2	24" ADS, N-12	LF	140
430-3	18" MES STRUCTURE	EA	1
520-3	CONCRETE "RIBBON" CURB	LF	670
522-1	CONCRETE SIDEWALK	SY	137
527-1	DETECTABLE WARNING SURFACES	EA	1
550-1	FENCING	LF	1,330
550-2	GATE	EA	1
710-1	VEHICULAR PAVEMENT MARKINGS, WHITE	SF	171
710-2	VEHICULAR PAVEMENT MARKINGS, BLUE	SF	51
710-3	HANDICAP PARKING SYMBOL	EA	2
711-1	THERMOPLASTIC PAVEMENT MARKINGS 24" WIDE STOP BAR	EA	2
981-1	LANDSCAPING (TREES, SHRUBS, MULCHING, SOD)	LS	1
02660-1	POTABLE WATER INFRASTRUCTURE	LS	1
02730-1	SANITARY SEWER INFRASTRUCTURE	LS	1
WH-1	WHEEL STOP	EA	21
SP-1	DUMPSTER ENCLOSURE	EA	1
TF-1	TRAINING FACILITY BUILDING, COMPLETE	LS	1

- \* SEE PLAN SHEET C-14 FOR DUMPSTER DETAIL
- \* SEE PLAN SHEET C-15 FOR WHEEL STOP DETAIL

**AVCON, INC.**  
**ENGINEERS & PLANNERS**  
 130 BAYSIDE DRIVE, SUITE A  
 NICEVILLE, FL 32578-2426  
 CORPORATE OFFICE  
 AUTHORIZATION NUMBER: 9687  
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 TRANSFORMING TODAY'S IDEAS  
 INTO TOMORROW'S REALITY

NO.	DATE	REVISION

### INDEX OF DRAWINGS, & SUMMARY OF QUANTITIES

CONFORMED DOCUMENTS

OCSD TRAINING FACILITY PREPARED FOR OKALOOSA COUNTY SHERIFFS DEPARTMENT

DESIGNED BY: JDC  
 DRAWN BY: VDB  
 CHECKED BY: TMB  
 APPROVED BY: VCL  
 PROJECT NO: 19.0125.04  
 DATE: SEPTEMBER 2019

AVCONVILLE-PROJECTS\12--OKALOOSA COUNTY PUBLIC WORKS\2019-09-25\44-0230-TRAINING FACILITY\101--CADD\B12504-COVID-DIST\DWG-3/22/2020-9617.dwg

**GENERAL NOTES**

- CONTRACTOR SHALL PRESERVE AND PROTECT ALL PERMANENT REFERENCE MONUMENTS, PERMANENT CONTROL POINTS, PERMANENT BENCH MARKS AND PROPERTY CORNERS. IN THE EVENT THE MONUMENTS, POINTS OR MARKERS ARE DISTURBED THE CONTRACTOR SHALL EMPLOY A FLORIDA REGISTERED LAND SURVEYOR TO RESET OR REPLACE THEM.
- CONTRACTOR SHALL PROTECT ALL EXISTING LANDSCAPING, SIDEWALKS, PAVEMENTS, CURBS, AND SOIL NOT SPECIFIED FOR REMOVAL IN THESE PLANS. ANY DAMAGE TO THE EXISTING IMPROVEMENTS SHALL BE RESTORED BY THE CONTRACTOR AT NO COST TO THE OWNER, UNLESS OTHERWISE SPECIFIED HEREIN.
- UNLESS OTHERWISE SPECIFIED, ALL WORK SHALL BE PERFORMED CONSISTENT WITH THE FOLLOWING SPECIFICATIONS: OKALOOSA COUNTY AND FDOT.
- THIS DESIGN HAS BEEN BASED UPON SURVEY INFORMATION PROVIDED BY: GUSTIN, COITNER & TUCKER INC. DATE: JULY 19, 2019.  
  
PROTECTED TREE SURVEY BY: WETLAND SCIENCES, INC. DATE: JULY 3, 2019.  
  
GEOTECHNICAL BY: NOVA ENGINEERING AND ENVIRONMENTAL, LLC. DATE: MAY 24, 2019.  
  
AVCON INC. MAKES NO ASSURANCES REGARDING THE ACCURACY OF SUCH SURVEY.
- CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE SITE, INCLUDING ALL SURFACE AND SUB-SURFACE CONDITIONS, THE WORK REQUIRED AND ALL OTHER CONDITIONS THAT MAY EFFECT THE SUCCESSFUL COMPLETION OF THE JOB PRIOR TO COMMENCEMENT OF WORK.
- THE CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND PERMIT CONDITIONS BEARING ON THE CONDUCT OF THE WORK, AS DRAWN AND SPECIFIED. IF THE CONTRACTOR OBSERVES THAT THE DRAWINGS AND SPECIFICATIONS ARE AT VARIANCE THEREWITH, HE SHALL PROMPTLY NOTIFY THE ENGINEER, IN WRITING, AND ANY NECESSARY CHANGES SHALL BE ADJUSTED, AS PROVIDED IN THE AGREEMENT FOR CHANGES IN THE WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO THE OWNER AND THE ENGINEER FOR THE ACTS AND OMISSIONS OF CONTRACTOR'S EMPLOYEES AND ALL HIS SUBCONTRACTORS AND THEIR AGENTS AND EMPLOYEES AND OTHER PERSONS PERFORMING ANY OF THE WORK UNDER A CONTRACT WITH THE CONTRACTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING ALL NECESSARY ARRANGEMENTS WITH GOVERNMENTAL DEPARTMENTS, PUBLIC UTILITIES, PUBLIC CARRIERS, SERVICE COMPANIES, AND CORPORATIONS OWNING OR CONTROLLING ROADWAYS, RAILWAYS, WATER, SEWER, GAS, ELECTRICAL, TELEPHONE, AND TELEGRAPH FACILITIES SUCH AS PAVEMENTS, TRACKS, PIPING, WIRES, CABLES, CONDUITS, POLES, GUYS, OR OTHER SIMILAR FACILITIES, INCLUDING INCIDENTAL STRUCTURES CONNECTED THEREWITH THAT ARE ENCOUNTERED IN THE WORK IN ORDER THAT SUCH ITEMS MAY BE PROPERLY SUPPORTED, PROTECTED OR LOCATED.
- UNLESS OTHERWISE SPECIFIED IN THE GENERAL CONDITIONS, ALL CONSTRUCTION IS TO BE GOVERNED BY THE PLANS, APPLICABLE PERMITS, AND ALL APPLICABLE FEDERAL, STATE AND LOCAL BUILDING AND SAFETY CODES, LAWS AND ORDINANCES.
- PRIOR TO PERFORMING ANY WORK WITHIN ANY PUBLIC RIGHT-OF-WAY, CONTRACTOR SHALL DEVELOP AND IMPLEMENT A TRAFFIC CONTROL PLAN CONSISTENT WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" PUBLISHED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION.
- PRIOR TO PERFORMING ANY WORK WITHIN ANY UTILITY RIGHT-OF-WAY, CONTRACTOR SHALL OBTAIN AUTHORIZATION AND PERMIT FROM JURISDICTION RESPONSIBLE FOR SUCH RIGHT-OF-WAY.
- IN THE EVENT THE CONTRACTOR DISCOVERS ANY ERRORS OR OMISSIONS IN THE PLANS, HE SHALL IMMEDIATELY NOTIFY THE ENGINEER.
- THE OWNER, OWNER'S AGENT AND INSPECTORS OF APPLICABLE GOVERNMENT JURISDICTIONS, SHALL AT ALL TIMES HAVE ACCESS TO THE WORK WHEREVER AND WHENEVER IT IS IN PREPARATION OR PROGRESS; AND THE CONTRACTOR SHALL PROVIDE PROPER FACILITIES FOR SUCH ACCESS AND FOR THE INSPECTION.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO TAKE ALL REASONABLE AND PRUDENT PRECAUTIONS TO ENSURE THAT ALL COMPLETED WORK, MATERIALS AND EQUIPMENT STORED ON SITE ARE SAFE AND SECURED FROM UNAUTHORIZED ACCESS OR USE. SUCH PRECAUTIONS MAY INCLUDE INSTALLATION OF SIGNS, FENCES, OR POSTING OF SECURITY GUARDS.
- CONTRACTOR SHALL, AT ALL TIMES, UTILIZE ALL NORMALLY ACCEPTED AND REASONABLY EXPECTED SAFETY PRACTICES AND COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS, ORDINANCES AND GUIDELINES PERTAINING TO SAFE UTILIZATION OF EQUIPMENT OR MATERIALS AS PUBLISHED BY MANUFACTURER.
- PRIOR TO INITIATING ANY EXCAVATION (INCLUDING BUT NOT LIMITED TO TUNNELS, DITCHES, STORMWATER PONDS, CANALS) CONTRACTOR SHALL INSTALL FENCES AND TAKE ALL OTHER REASONABLE AND PRUDENT STEPS TO ENSURE THAT ACCESS TO EXCAVATION BY UNAUTHORIZED PERSONNEL IS PREVENTED.
- THE CONTRACTOR SHALL TAKE ALL REASONABLE PRECAUTIONS FOR THE SAFETY OF, AND SHALL PROVIDE ALL REASONABLE PROTECTION TO PREVENT DAMAGE, INJURY OR LOSS TO:
  - ALL EMPLOYEES ON THE WORK SITE AND ALL OTHER PERSONS WHO MAY BE AFFECTED THEREBY;
  - ALL WORK AND ALL MATERIALS AND EQUIPMENT TO BE INCORPORATED THEREIN, WHETHER IN STORAGE ON OR OFF THE SITE, UNDER THE CARE, CUSTODY OR CONTROL OF THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS;
  - ANY OTHER PROPERTY AT THE SITE OR ADJACENT THERETO, INCLUDING TREES, SHRUBS, LAWNS, WALKS, PAVEMENTS, ROADWAY, STRUCTURES AND UTILITIES NOT DESIGNATED FOR DEMOLITION IN THE COURSE OF CONSTRUCTION.
- CONTRACTOR SHALL MAINTAIN PUBLIC ACCESS ON MAIN AIRPORT ENTRANCE ACCESS ROAD AT ALL TIMES.

- CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE SAFETY CODES AND WITH ALL APPLICABLE LAWS, ORDINANCES, RULES, REGULATIONS AND PERMIT ORDERS OF ANY PUBLIC OR PRIVATE OR OTHER AUTHORITY HAVING JURISDICTION FOR THE SAFETY OF PERSONS OR PROPERTY OR FOR THEIR PROTECTION AGAINST DAMAGE, INJURY OR LOSS, OR DESIGNED TO PROTECT THE ENVIRONMENT. THE CONTRACTOR SHALL ERECT AND MAINTAIN, AS REQUIRED BY EXISTING CONDITIONS AND PROGRESS OF THE WORK, ALL REASONABLE SAFEGUARDS FOR SAFETY AND PROTECTION, INCLUDING POSTING DANGER SIGNS AND OTHER WARNINGS AGAINST HAZARDS, PROMULGATING SAFETY REGULATIONS AND NOTIFYING OWNERS AND USERS OF ADJACENT UTILITIES OF THE EXISTENCE OF HAZARDS AND OF THE SAFETY REGULATIONS.
- ALL DAMAGE OR LOSS TO ANY PROPERTY REFERRED TO IN CLAUSES 19.2 AND 19.3 CAUSED IN WHOLE OR IN PART BY THE CONTRACTOR, A SUBCONTRACTOR, OR BY ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, SHALL BE REMEDIED BY THE CONTRACTOR, EXCEPT DAMAGE OR LOSS PROPERLY ATTRIBUTABLE SOLELY TO THE ACTS OR OMISSIONS OF THE OWNER, OR THE ENGINEER OR ANYONE EMPLOYED BY THEM, OR FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, AND NOT PROPERLY ATTRIBUTABLE IN WHOLE OR IN PART, TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR.
- UNTIL FINAL ACCEPTANCE OF THE WORK BY OWNER, THE CONTRACTOR SHALL HAVE THE CHARGE AND CARE OF AND SHALL BEAR THE RISK OF INJURY OR DAMAGE, LOSS OR EXPENSE TO ANY PART THEREOF, OR TO ANY MATERIALS STORED ON SITE, BY THE ACTION OF THE ELEMENTS OR FROM ANY OTHER CAUSE WHETHER ARISING FROM THE EXECUTION OR NON-EXECUTION OF THE WORK. THE CONTRACTOR SHALL REBUILD, REPAIR, RESTORE AND MAKE GOOD ALL INJURIES OR DAMAGES TO ANY PORTION OF THE WORK OCCASIONED BY ANY OF THE ABOVE CAUSES BEFORE FINAL ACCEPTANCE AND SHALL BEAR THE EXPENSES THEREOF.
- THOSE PARTS OF WORK IN PLACE WHICH ARE SUBJECT TO DAMAGE BECAUSE OF OPERATIONS BEING CARRIED ON ADJACENT THERETO SHALL BE COVERED, BOARDED UP OR SUBSTANTIALLY ENCLOSED WITH ADEQUATE PROTECTION BY THE CONTRACTOR AT CONTRACTOR'S EXPENSE.
- PERMANENT OPENINGS USED AS THROUGHFARES FOR THE INTRODUCTION OF WORK AND MATERIALS TO THE STRUCTURE SHALL HAVE HEADS, JAMBS AND SILLS WELL BLOCKED AND BOARDED BY THE CONTRACTOR. OWNERS, CONTRACTORS AND THEIR AGENTS SHALL COMPLY WITH ALL STANDARDS OF PROTECTION, AND TO REVIEW THE EFFICIENCY OF PROTECTIVE MEASURES TAKEN BY THE CONTRACTOR.
- ADEQUATE TRAFFIC CONTROL, BARRICADES AND FLAGMAN SERVICES SHALL BE FURNISHED AND MAINTAINED BY THE CONTRACTOR AT ALL POINTS WHERE CONVEYING EQUIPMENT ENGAGED ON THE WORK REGULARLY ENTERS ONTO OR CROSSES TRAFFIC-CARRYING ROADS.
- THE CONTRACTOR SHALL COMPLY IN EVERY RESPECT WITH THE FEDERAL OCCUPATIONAL HEALTH AND SAFETY ACT OF 1970 AND ALL RULES AND REGULATIONS NOW OR HEREAFTER IN EFFECT UNDER SAID ACT, AND THE CONTRACTOR FURTHER AGREES TO COMPLY WITH ANY AND ALL APPLICABLE STATE LAWS AND REGULATIONS PERTAINING TO JOB SAFETY AND HEALTH.
- THE CONTRACTOR SHALL PROTECT AND KEEP OWNER (INCLUDING THEIR AGENTS AND EMPLOYEES) FREE AND HARMLESS FROM ANY AND ALL LIABILITY, PUBLIC OR PRIVATE, PENALTIES, CONTRACTUAL OR OTHERWISE, INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE, DAMAGES, CLAIMS OR JUDGMENTS RESULTING FROM THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 AS AMENDED OR ANY RULE OR REGULATION PROMULGATED THEREUNDER OR OF ANY STATE LAWS OR REGULATIONS PERTAINING TO JOB SAFETY AND HEALTH ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF WORK OR WORK TO BE PERFORMED UNDER THIS CONTRACT, AND CONTRACTOR SHALL INDEMNIFY OWNER FROM ANY SUCH CLAIMS, PENALTIES, SUITS OR ACTIONS, PUBLIC OR PRIVATE, ADMINISTRATIVE OR JUDICIAL, INCLUDING ATTORNEY'S FEES PAID OR INCURRED BY OR ON BEHALF OF OWNER, JOINTLY OR SEVERALLY, AND/OR THEIR AGENTS AND EMPLOYEES. THE CONTRACTOR FURTHER AGREES, IN THE EVENT OF A CLAIMED VIOLATION OF ANY FEDERAL OR STATE SAFETY AND HEALTH LAW OR REGULATION ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF WORK OR WORK TO BE PERFORMED UNDER THIS CONTRACT, OWNER MAY IMMEDIATELY TAKE WHATEVER ACTION IS DEEMED NECESSARY BY OWNER TO REMEDY THE CLAIMED VIOLATION, AND ALL COSTS OR EXPENSES PAID OR INCURRED BY OWNER IN TAKING SUCH ACTION SHALL BE BORNE BY CONTRACTOR, AND CONTRACTOR AGREES TO PROTECT, HOLD HARMLESS AND INDEMNIFY OWNER AGAINST ANY AND ALL SUCH COSTS OR EXPENSES.
- ALL WORK PERFORMED UNDER THE CONTRACT, AND ALL EQUIPMENT, APPLIANCES, TOOLS AND LIKE ITEMS USED IN THE WORK SHALL CONFORM TO APPLICABLE SAFETY CODES AND REGULATIONS OF ANY PUBLIC OR OTHER AUTHORITY HAVING JURISDICTION, IN THE EVENT OF CONFLICTING REQUIREMENTS, THE MORE STRINGENT INTERPRETATION OR REGULATION SHALL GOVERN.
- THE CONTRACTOR SHALL DEVELOP AND IMPLEMENT AN EROSION CONTROL PLAN TO MINIMIZE EROSION AND ENSURE FUNCTIONING OF STORMWATER MANAGEMENT SYSTEM UPON COMPLETION OF CONSTRUCTION.
- CONTRACTOR AND ITS SUBCONTRACTORS SHALL USE, HANDLE, TRANSPORT, AND DISPOSE OF ALL HAZARDOUS MATERIALS (AS DEFINED PARAGRAPH 38.) IN COMPLIANCE WITH ALL PRESENT FEDERAL, STATE AND LOCAL ENVIRONMENTAL, HEALTH OR SAFETY LAW, INCLUDING, BUT NOT LIMITED TO, ALL SUCH STATUTES, REGULATIONS, RULES, ORDINANCES, CODES, AND RULES OF COMMON LAW.
- CONTRACTOR FURTHER AGREES THAT CONTRACTOR AND ITS SUBCONTRACTORS SHALL NOT CAUSE THE DISCHARGE, RELEASE OR DISPOSAL OF ANY HAZARDOUS MATERIAL CREATED BY ITS WORK ON OR ABOUT THE JOB SITE. IN THE EVENT OF ANY SPILL, RELEASE OR ANY OTHER REPORTABLE OCCURRENCE, CONTRACTOR SHALL NOTIFY THE APPROPRIATE GOVERNMENTAL AGENCY AND SHALL TAKE SUCH ACTION AS MAY BE NECESSARY TO MINIMIZE THE DELETERIOUS EFFECT OF SUCH SPILL ON PERSONS OR PROPERTY.
- CONTRACTOR AND ITS SUBCONTRACTORS SHALL, UPON COMPLETION OF PERFORMANCE OF ALL DUTIES UNDER THIS CONTRACT, REMOVE ALL SUPPLIES, MATERIALS, AND WASTE CONTAINING AND HAZARDOUS MATERIAL FROM THE JOB SITE. CONTRACTOR SHALL BEAR FULL FINANCIAL RESPONSIBILITY, AS BETWEEN THE PARTIES OF THIS CONTRACT, FOR THE COMPLIANCE OF CONTRACTOR AND ITS SUBCONTRACTORS WITH THE PROVISIONS OF THIS PARAGRAPH.
- CONTRACTOR AGREES TO INDEMNIFY, DEFEND, PROTECT AND HOLD THE OWNER HARMLESS FROM AND AGAINST ANY CLAIMS INCLUDING, WITHOUT LIMITATION, ACTUAL ATTORNEY'S FEES AND ANY COSTS OF INVESTIGATION, SOILS TESTING, GOVERNMENTAL APPROVALS, RESTORATION AND CLEAN-UP ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FAILURE OF CONTRACTOR OR ITS SUBCONTRACTORS, OR THEIR AGENTS, EMPLOYEES, OFFICERS, OR REPRESENTATIVES, TO COMPLY WITH THE TERMS OF THIS ARTICLE.
- SHOULD CONTRACTOR OR ITS SUBCONTRACTORS DISCHARGE, RELEASE OR DISPOSE OF ANY HAZARDOUS MATERIAL ON OR ABOUT THE JOB SITE IN VIOLATION OF REGULATIONS, CONTRACTOR SHALL IMMEDIATELY SO INFORM OWNER IN WRITING.

- IN THE EVENT OF ANY SPILL, RELEASE OR ANY OTHER REPORTABLE OCCURRENCE, CONTRACTOR SHALL NOTIFY THE APPROPRIATE GOVERNMENTAL AGENCY AND SHALL TAKE SUCH ACTION AS MAY BE NECESSARY TO MINIMIZE THE DELETERIOUS EFFECT OF SUCH SPILL ON PERSONS OR PROPERTY. IN THE EVENT CONTRACTOR OR ITS SUBCONTRACTORS ENCOUNTER ON THE PREMISES ANY PIPELINE, UNDERGROUND STORAGE TANK OR OTHER CONTAINER, OF ANY KIND, THAT MAY CONTAIN A HAZARDOUS MATERIAL, OR ENCOUNTER MATERIAL REASONABLY BELIEVED TO BE A HAZARDOUS MATERIAL, CONTRACTOR SHALL IMMEDIATELY STOP WORK IN THE AREA AFFECTED AND REPORT THE CONDITION TO OWNER IN WRITING.
- IF CONTRACTOR OR ITS SUBCONTRACTORS DO NOT COMPLY WITH FEDERAL AND STATE REQUIREMENTS, OWNER MAY, BUT IS NOT OBLIGATED TO, GIVE WRITTEN NOTICE OF VIOLATION TO CONTRACTOR. SHOULD CONTRACTOR OR ITS SUBCONTRACTORS FAIL TO COMPLY WITH THE REQUIREMENTS WITHIN TWENTY-FOUR (24) HOURS FROM THE TIME OWNER ISSUES SUCH WRITTEN NOTICE OF NONCOMPLIANCE OR WITHIN THE TIME OF AN ABATEMENT PERIOD SPECIFIED BY ANY GOVERNMENTAL AGENCY, WHICHEVER PERIOD IS SHORTER, CONTRACTOR SHALL BE IN MATERIAL DEFAULT OF THIS CONTRACT.
- "HAZARDOUS MATERIAL" MEANS ANY SUBSTANCE: (A) THE PRESENCE OF WHICH REQUIRES INVESTIGATION OR REMEDIATION UNDER ANY PRESENT FEDERAL, STATE OR LOCAL STATUTE, REGULATION, ORDINANCE, RULE, CODE, ORDER, ACTION, POLICY OR COMMON LAW, OR (B) WHICH IS OR BECOMES DEFINED AS A "HAZARDOUS WASTE," "HAZARDOUS SUBSTANCE," "POLLUTANT OR CONTAMINANT" UNDER ANY PRESENT FEDERAL, STATE OR LOCAL STATUTE, REGULATION, RULE OR ORDINANCE OR AMENDMENTS THERETO INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT (42 U.S.C. SECTIONS 9601 ET SEQ.) AND/OR THE RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. SECTIONS 6901 ET SEQ.), OR (C) WHICH IS TOXIC, EXPLOSIVE, CORROSIVE, FLAMMABLE, INFECTIOUS, RADIOACTIVE, CARCINOGENIC, MUTAGENIC, OR OTHERWISE HAZARDOUS AND IS REGULATED BY ANY GOVERNMENTAL AUTHORITY, AGENCY, DEPARTMENT, COMMISSION, BOARD, AGENCY OR INSTRUMENTALITY OF THE UNITED STATES, THE STATE IN WHICH THE PREMISES ARE LOCATED OR ANY POLITICAL SUBDIVISION THEREOF; OR (D) THE PRESENCE OF WHICH ON THE PREMISES CAUSES OR THREATENS TO CAUSE A NUISANCE UPON THE PREMISES OR TO ADJACENT PROPERTIES OR POSSES OR THREATENS TO POSE A HAZARD TO THE HEALTH OR SAFETY OF PERSONS ON OR ABOUT THE PREMISES, OR (E) WHICH CONTAINS GASOLINE, DIESEL FUEL OR OTHER PETROLEUM HYDROCARBONS, OR (F) WHICH CONTAINS POLYCHLORINATED BIPHENYLS (PCBS), ASBESTOS, LEAD OR UREA FORMALDEHYDE FOAM INSULATION.
- THE EXISTING UTILITIES SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UTILITIES AS TO SIZE, LOCATION, AND ELEVATION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY AND ALL CONFLICTS PRIOR TO BEGINNING CONSTRUCTION.
- IF ANY TESTING, INSPECTION OR APPROVAL REVEAL DEFECTIVE WORK, CONTRACTOR SHALL NOT BE ALLOWED TO RECEIVE ANY ASSOCIATED COSTS AND THE OWNER SHALL BE ENTITLED TO DEDUCT FROM THE CONTRACT PRICE, BY ISSUING A CHANGE ORDER, OWNER'S COSTS ARISING OUT OF THE DEFECTIVE WORK, INCLUDING COSTS OF REPEATED PROCEDURES, COMPENSATION FOR ENGINEER'S AND DESIGN ENGINEER'S SERVICES AND OTHER RELATED COSTS.

101	MOBILIZATION
102	MAINTENANCE OF TRAFFIC
104	PREVENTION, CONTROL, AND ABATEMENT OF EROSION & WATER POLLUTION
105	STORMWATER STRUCTURE AND PIPE REMOVAL
120	EXCAVATION AND EMBANKMENT
125	EXCAVATION FOR STRUCTURES AND PIPES
160	STABILIZATION
270	FLARED END SECTION
285	OPTIONAL BASE COURSE
334	SUPERPAVE ASPHALT CONCRETE
425	INLETS, MANHOLES, AND JUNCTION BOXES
430	PIPE CULVERTS
522	CONCRETE SIDEWALK AND DRIVEWAYS
580	LANDSCAPE INSTALLATION
981	TURF MATERIALS
971	TRAFFIC MARKING MATERIALS
02660	WATER DISTRIBUTION SYSTEMS
02730	SANITARY SEWAGE SYSTEMS

ALL WORK SHALL COMPLY WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION LATEST EDITION

**AVCON, INC.**  
ENGINEERS & PLANNERS  
130 BAYSHORE DRIVE, SUITE A  
NICEVILLE, FL 32759-2428  
CORPORATE CERTIFICATE OF  
AUTHORIZATION NUMBER: 987  
www.avconinc.com

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Tonia D. Nation  
FL LICENSE NO.: 94831  
FBPR CERTIFICATE OF  
AUTHORIZATION NO. 5057

REV	DATE	BY	REVISION
1			
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**GENERAL NOTES**  
**OKALOOSA COUNTY**  
**SHERIFFS**  
**DEPARTMENT**

DESIGNED BY: JDC  
DRAWN BY: VDB  
CHECKED BY: TDM  
APPROVED BY: VCL  
PROJECT NO.: 19.0125.04  
DATE: SEPTEMBER 2019

**SHEET NUMBER**  
**G-3**

C:\USERS\JDF\ARCHITECTURE\DOCUMENTS\1919 - SHERIFF TRAINING BUILDING\03 - CONSTRUCTION DOCUMENTS\02 - DRAWINGS\A1.01 LIFE SAFETY PLANS\DWG 1/14/2020 9:46 AM

### APPLICABLE CODES

BUILDING CODE:	2017 FLORIDA BUILDING CODE 2017 FLORIDA PLUMBING CODE 2017 FLORIDA MECHANICAL CODE 2015 FLORIDA FIRE PREVENTION CODE 2012 NFPA 1 & NFPA 101
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### BUILDING AREA

GROSS SQUARE FOOTAGE:	11,330 SQUARE FEET
1st FLOOR NET HEATED & COOLED SQUARE FEET:	1,966 SQUARE FEET
2nd FLOOR NET HEATED & COOLED SQUARE FEET:	4,642 SQUARE FEET
TOTAL NET HEATED & COOLED SQUARE FEET:	6,712 SQUARE FEET

### CODE ANALYSIS

FLORIDA BUILDING CODE 2017	
304	B - BUSINESS OCCUPANCY
311.2	S-1 - STORAGE
TABLE 504.3	TYPE II-B - 50' HEIGHT LIMIT
TABLE 504.4	2 STORY (S-1)
TABLE 506.2	17,500 SF LIMIT (S-1)
TABLE 508.3	NON-SEPARATED OCCUPANCIES - UTILIZE MOST STRINGENT REQUIREMENTS
TABLE 601	CONSTRUCTION TYPE = II-B STRUCTURAL FRAME = 0 HOURS BEARING WALLS - EXTERIOR = 0 HOURS BEARING WALLS - INTERIOR = 0 HOURS NON-BEARING WALLS = 0 HOURS FLOOR CONSTRUCTION = 0 HOURS ROOF CONSTRUCTION = 0 HOURS (NOT REQUIRED FOR ROOF CONSTRUCTION OVER 20' A.F.F.)
TABLE 602	PERIMETER WALLS GREATER THAN 30' FROM PROPERTY LINE REQUIRES NO FFE RATING
708.3	1 HOUR FIRE PARTITION AT EXIT CORRIDOR/2ND FLOOR
TABLE 803.11	NON-SPRINKLERED BUILDING EXIT ENCLOSURES & EXIT PASSAGEWAYS: CLASS B FINISH CORRIDORS: CLASS B FINISH ROOMS & ENCLOSED SPACES: CLASS D FINISH AUTOMATIC SPRINKLER SYSTEM NOT REQUIRED BY CODE FIRE EXTINGUISHERS REQUIRED THROUGHOUT BUILDING MANUAL FIRE ALARM SYSTEM REQUIRED
903	CH. 10
906	94 OCC - TRAINING (1ST FLOOR) 6 OCC - STORAGE (1ST FLOOR) 13 OCC - OFFICE (2ND FLOOR) 168 OCC - TACTICAL TRAINING (2ND FLOOR) 281 OCC - TOTAL
1005.1	EGRESS WIDTH: OTHER COMPONENTS = 0.2' PER PERSON COMMON PATH OF EGRESS TRAVEL: 75 FEET IN GROUP B & S EMERGENCY LIGHTING IS REQUIRED
TABLE 1006.2.1	1008
1010	REQUIRED EGRESS DOORS WILL COMPLY WITH ADA
1013	EXIT SIGNS REQUIRED ALONG THE EGRESS PATH
TABLE 1017.2	EXIT ACCESS TRAVEL DISTANCE: 200 FT. (B & S)
TABLE 1020.1	OCCUPANT LOAD GREATER THAN 30 REQUIRES 1 HOUR RATED CORRIDOR
CH. 11	ACCESSIBILITY: PARKING CLEAR FLOOR SPACE ACCESSIBLE PATH ACCESSORY MOUNTING TACTILE SURFACES HEIGHT THRESHOLD ELEVATION CLEAR WIDTH EMERGENCY LIGHTING
CH. 12	INTERIOR ENVIRONMENT - REFER TO MEP
CH. 13	WILL COMPLY WITH FLORIDA ENERGY EFFICIENCY CODE

### SITE INFORMATION

WIND LOAD:	160 MPH FASTEST MILE WIND LOAD
EXPOSURE:	EXPOSURE 1F
RISK CATEGORY:	IV
JURISDICTION:	OKALOOSA COUNTY

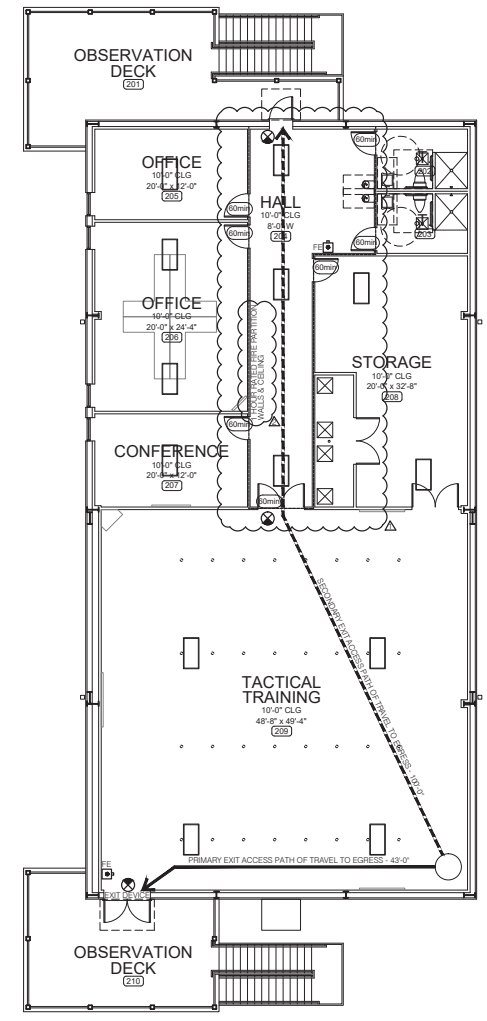
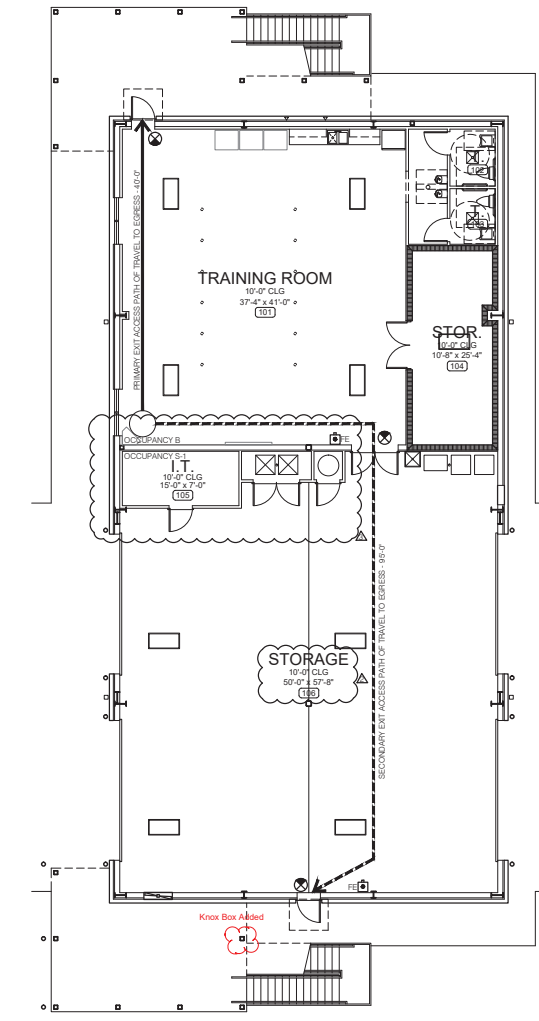
### SYMBOLS LEGEND

	DRAWING NO.		ELEVATION SYMBOL
	DRAWING TITLE		SPOT ELEVATION
	DRAWING TITLE		WINDOW TYPE
	DRAWING NO.		KEY NOTE
	DOOR NUMBER		DOOR NUMBER
	ROOM NAME		ROOM NUMBER
	SECTION SYMBOL		ROOM NUMBER

### LIFE SAFETY PLAN SYMBOLS LEGEND

	PRIMARY EXIT ACCESS PATH OF TRAVEL TO EGRESS		1 HOUR RATED FIRE PARTITION (UL WALL ASSEMBLY U42S)
	SECONDARY EXIT ACCESS PATH OF TRAVEL TO EGRESS		LOCATION OF EXIT SIGNS (COORDINATE W/ ELECTRICAL DRAWINGS)
			FIRE EXTINGUISHER UNDER CABINET - 5lbs. (VERIFY LOCATIONS WITH LOCAL FIRE MARSHALL)

REFERENCE: A1.41 FOR UL ASSEMBLIES  
LIGHT FIXTURES SHOWN ON LIFE SAFETY PLAN REPRESENT EMERGENCY LIGHTING. REFERENCE E1.03 FOR BUILDING LIGHTING



AVCON, INC. ENGINEERS & PLANNERS  
320 BAYSHORE DRIVE, SUITE A  
NEVILLE, FL 32578-2625  
OFFICE: (904) 679-8000  
CELL: (904) 679-8000  
FAX: (904) 679-8000  
CORPORATE ADDRESS: 1000 W. UNIVERSITY BLVD., SUITE 1000  
TALLAHASSEE, FL 32304  
AUTHORIZATION NUMBER: 5087  
WWW.AVCONINC.COM

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jdf+ architecture  
JDF ARCHITECTURE, LLC  
101 HOLLYWOOD BL. W. STE. 1000  
FT. PALM BEACH, FL 33448  
(561) 938-2168

DATE	REVISION	BY	DATE	REVISION	BY

OCSD TRAINING FACILITY  
PREPARED FOR  
OKALOOSA COUNTY  
SHERIFF'S DEPARTMENT

LIFE SAFETY PLANS  
CONFORMED DOCUMENTS

DESIGNED BY: JDC  
DRAWN BY: VMB  
CHECKED BY: TDN  
APPROVED BY: VCL  
PROJECT NO: 18.0125.04  
DATE: SEPTEMBER 2019

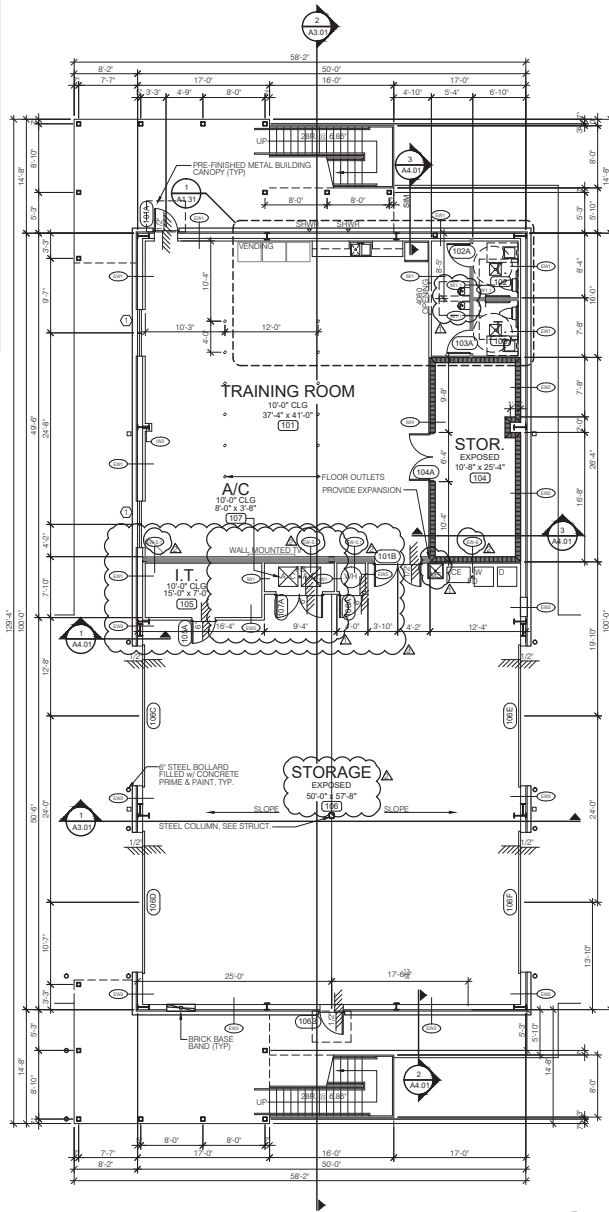
SHEET NUMBER  
**A1.01**

### FINISH SCHEDULE

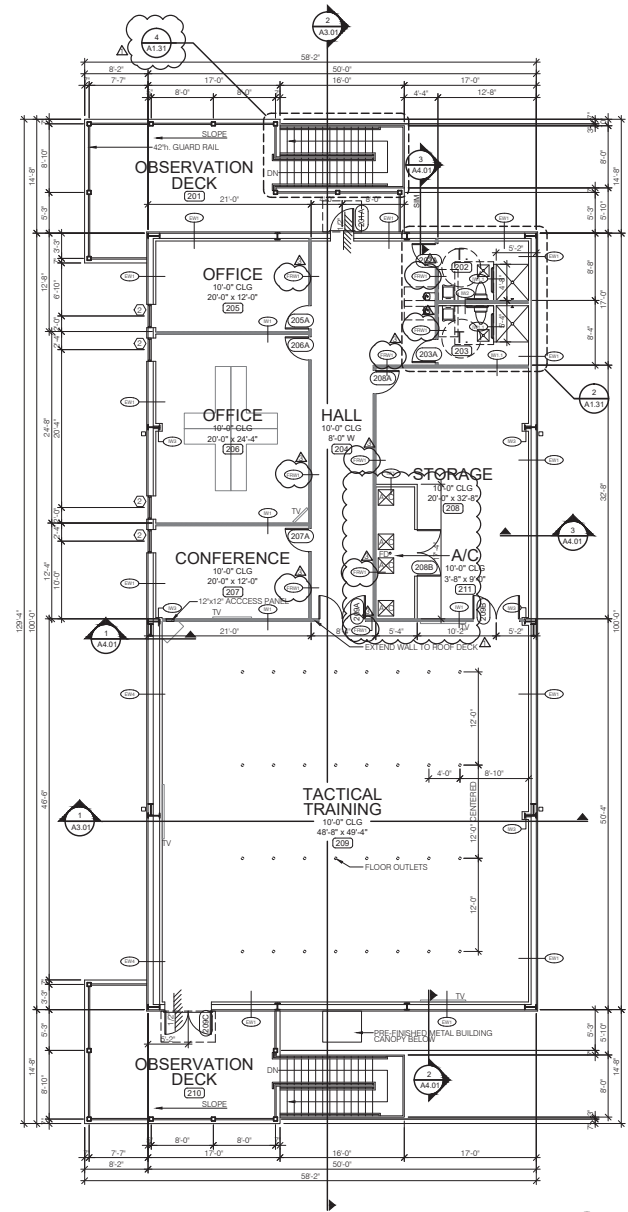
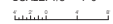
NO.	ROOM NAME	FLOOR	WALL	MATL	MATL	FINISH	BASE	CEILING	HT	REMARKS
101	TRAINING ROOM	VCT	GYP	PNT	RB	ACT	10'-0"			
102	TOILET	TILE	GYP/TL2	PNT	RB	GYP	10'-0"			
103	TOILET	TILE	GYP/TL2	PNT	RB	GYP	10'-0"			
104	STORAGE	VCT	CMU	PNT	RB	EXP	10'-0"			
105	IT	VCT	GYP	PNT	RB	GYP	10'-0"			
106	GARAGE	SC	MWP	-	-	EXP	-			
107	A/C CLOSET	SC	GYP	PNT	RB	GYP	10'-0"			
201	OBSERVATION DECK	SC	-	-	-	-	-			
202	TOILET	TILE	GYP/TL2	PNT	RB	GYP	10'-0"			
203	TOILET	TILE	GYP/TL2	PNT	RB	GYP	10'-0"			
204	HALL	VCT	GYP	PNT	RB	GYP	10'-0"			1 HOUR RATED CORRIDOR
205	OFFICE	CAR1	GYP	PNT	RB	ACT	10'-0"			
206	OFFICE	CAR1	GYP	PNT	RB	ACT	10'-0"			
207	CONFERENCE	CAR1	GYP	PNT	RB	ACT	10'-0"			
208	STORAGE	VCT	GYP	PNT	RB	ACT	10'-0"			
209	TACTICAL TRAINING	CAR1	GYP	PNT	RB	ACT	10'-0"			
210	OBSERVATION DECK	SC	-	-	-	-	-			
211	A/C CLOSET	SC	GYP	PNT	RB	GYP	10'-0"			

### ABBREVIATIONS

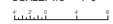
GENERAL	
EXIST	- EXISTING TO REMAIN
EXP	- EXPOSED
FD	- FLOOR DRAIN
FE	- FIRE EXTINGUISHER
MFR	- MANUFACTURER
TH	- THRESHOLD
FLOORING	
CAR1	- COMMERCIAL GRADE CARPET (24"x24" SQUARES)
VCT	- VINYL CHLORIDE TILE (12"x12")
TILE	- PORCELAIN FLOOR TILE (6"x6")
BASE	
RB	- 4" RUBBER BASE
WALLS	
CB	- CEMENT BACKER BOARD BEHIND WALL TILE
FE	- SEMI-RECESSED ALUMINUM FIRE EXTINGUISHER CABINET
MWP	- METAL WALL PANEL
GYP	- 5/8" TYPE X GYPSUM BOARD
PNT	- INTERIOR LATEX PAINT
TL2	- CERAMIC WALL TILE @ 6"-0" A.F.F. w/ BULLNOSE CAP (14"x4")
CEILING	
ACT1	- LAY-IN ACOUSTICAL CEILING TILE 2"x2" WHITE
GYP	- 5/8" TYPE X GYPSUM BOARD, PRIMED & PAINTED
DOORS	
ALUM	- ALUMINUM STORE FRONT SYSTEM
HM	- HOLLOW METAL FRAME
METAL	- INSULATED METAL DOOR
FINISH SCHEDULE NOTES	
1.	SEE REFLECTED CEILING PLAN AND DETAILS FOR EXACT CEILING HEIGHT LOCATIONS.
2.	ANTI-FRACTURE MAT SHALL BE INSTALLED UNDER ALL FLOOR TILE SURFACES.
3.	CONCRETE BACKER BOARD SHALL BE INSTALLED BEHIND ALL WALL TILE.



**1 1st FLOOR PLAN**  
SCALE: 1/8" = 1'-0"



**2 2nd FLOOR PLAN**  
SCALE: 1/8" = 1'-0"



C:\USERS\JDF\ARCHITECTURE\DOCUMENTS\1919 - SHERIFF TRAINING BUILDING\03 - CONSTRUCTION DOCUMENTS\02 - DRAWINGS\11.FLOOR PLANS\DWG 1/14/2020 09:32 AM

**AVCON, INC.**  
ENGINEERS & PLANNERS  
320 BAYSHORE DRIVE, SUITE A  
NEVILLE, FL 33778-2425  
OFFICE (850) 679-2000  
CORPORATE (850) 679-0000  
AUTHORIZATION NUMBER: 5087  
WWW.AVCONINC.COM

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101 HOLLWOOD BLVD, STE  
100 FORT LAUDERDALE, FL 33304  
(850) 436-2168

NO.	DATE	REVISION

FLOOR PLANS  
CONFORMED DOCUMENTS

**OCSD TRAINING FACILITY**  
PREPARED FOR  
**OKALOOSA COUNTY SHERIFF'S DEPARTMENT**

DESIGNED BY: JDC  
DRAWN BY: VMB  
CHECKED BY: TDN  
APPROVED BY: VCL  
PROJECT NO: 18.0125.04  
DATE: SEPTEMBER 2019

SHEET NUMBER  
**A1.11**



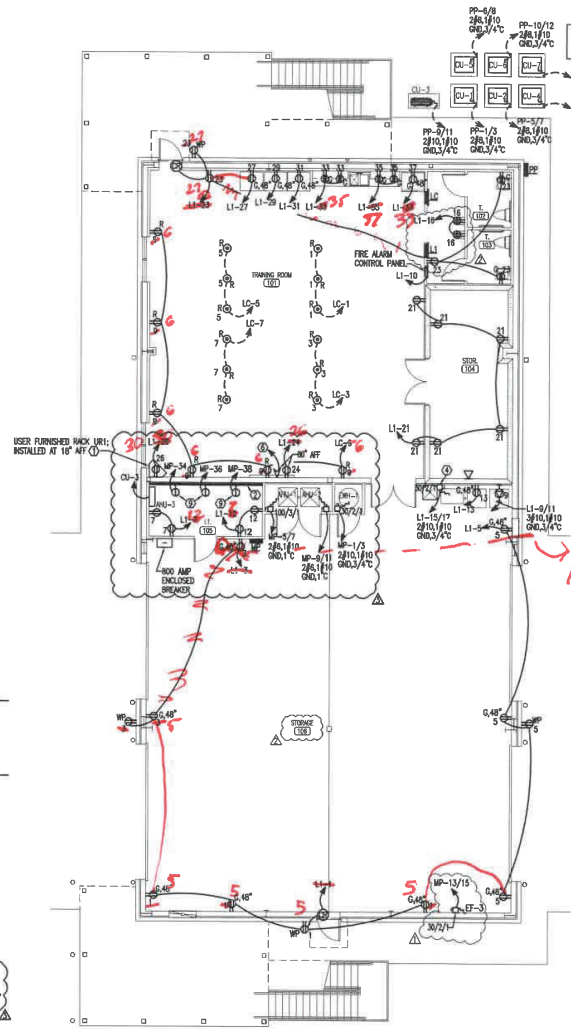


SA 2019\_08REV12 OKALOOSA COUNTY SHERIFF TRAINING CENTER 1912\_E101\_Pwr & Signal\_PLANS.DWG 1/22/2020 2:19 PM

GENERAL NOTE:  
- CONTRACTOR SHALL VERIFY GARAGE DOOR MOTOR REQUIREMENTS WITH OWNER PRIOR TO ROUGH-IN OF ELECTRICAL CIRCUIT

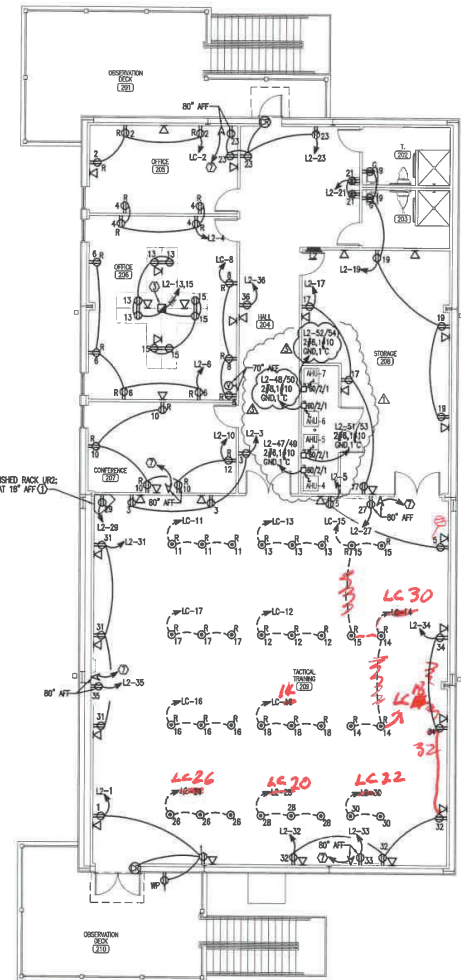
KEYNOTES:

- 1) INSTALL THREE (3) 3" CONDUIT WITH PULLSTRING FROM USER FURNISHED RACK TO TEB IN IT RM 105
- 2) TELEPHONE BACKSPOUR, WIDTH INDICATED X 4 FT. HIGH X 3/4" EXTERIOR FINISHED. PAINT TWO COATS FIRE RESISTANT PAINT. INSTALL ONE NO. 3/0 COPPER GROUND CONDUCTOR IN 3/4" CONDUIT TO BUILDING GROUND, LEAVE 4 FT. SWAGCONDUCTOR AT SWAGGROUNDS.
- 3) DUAL CHANNEL STEEL POWER/PULSE PALE EQUAL TO WIRINGFIELD JTB-40 SERIES. PROVIDE NECESSARY ACCESSORIES FOR A FINISHED INSTALLATION.
- 4) VERIFY ICE MACHINE REQUIREMENTS WITH OWNER PRIOR TO ROUGH-IN
- 5) NOT USED
- 6) INSTALL 1" CONDUIT WITH PULLSTRING FROM OUTLET TO USER FURNISHED RACK UR1
- 7) INSTALL 1" CONDUIT WITH PULLSTRING FROM OUTLET TO USER FURNISHED RACK UR2
- 8) 2#10/10 GND, 3/4"
- 9) LOCKING RECEPTACLE - 30 AMP, 125 VOLT, 2 POLE, 3 WIRE GROUNDING TYPE, NEMA L5-30R. MOUNT 18" AFF. UNLESS NOTED OTHERWISE



1st FLOOR POWER & SIGNAL PLAN

SCALE: 1/8" = 1'-0"



2nd FLOOR POWER & SIGNAL PLAN

SCALE: 1/8" = 1'-0"



As-Builts

YATES ENGINEERING SOLUTIONS

7129 Hwy Jack Rd., Raleigh, N.C. 27612 Phone: (919) 212-9519 Email: info@yateseng.com P.E. No. 6865

**AVCON, INC.**  
ENGINEERS & PLANNERS  
130 BAYSHORE DRIVE SUITE A  
NICEVILLE, FL 32752-2625  
CORPORATE CERTIFICATE OF  
AUTHORIZATION NUMBER: 007  
AUTHORIZATION NUMBER: 007

JDP ARCHITECTURE, LLC  
200 W. WALTON BLVD. SUITE 200  
FT. WALTON BEACH, FLORIDA 32448  
(904) 853-8338  
www.jdparch.com

DATE	DESCRIPTION

POWER & SIGNAL PLANS  
CONFIRMED DOCUMENTS

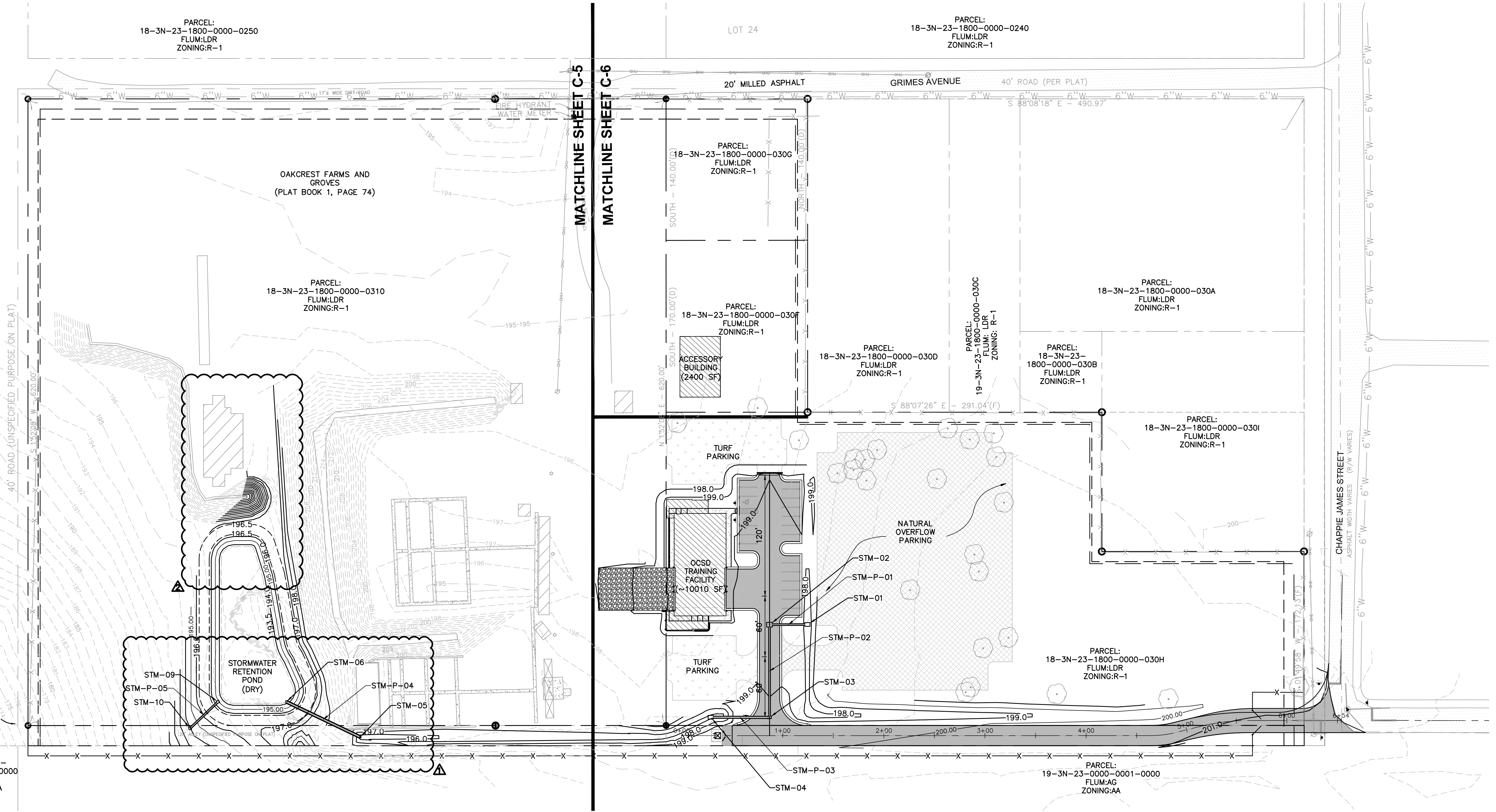
OCSD TRAINING FACILITY  
PREPARED FOR  
OKALOOSA COUNTY  
SHERIFF'S DEPARTMENT

DESIGNED BY: RAY  
DRAWN BY: RAY  
CHECKED BY: RAY  
APPROVED BY: RAY  
PROJECT NO.: 18-0115.04  
DATE: SEPTEMBER, 2019

SHEET NUMBER  
**E1.01**



N:\NICEVILLE-PROJECTS\125--OKALOOSA COUNTY PUBLIC WORKS\2019.0125.04--OCSD TRAINING FACILITY\100 CAD\1812504-OVERALL GRADING AND DRAINAGE PLAN.DWG 3/2/2020 9:17 AM



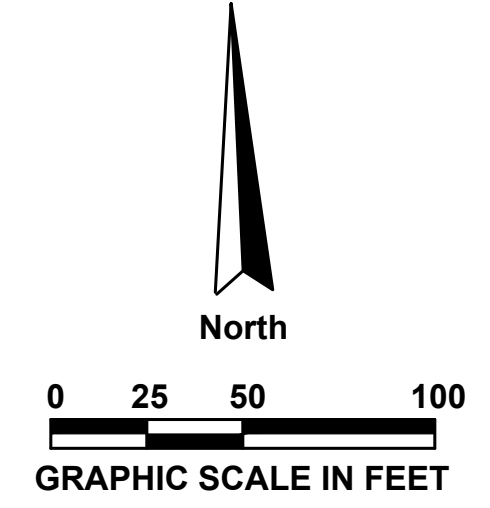
- ROOF DRAINS SHALL CONNECT VIA PIPE SYSTEM TO THE CLOSEST STORMWATER INLET TO CONNECT TO THE STORMWATER MANAGEMENT SYSTEM.
- THE OWNER SHALL BE REQUIRED TO PROVIDE ALL NECESSARY OPERATION AND MAINTENANCE ACTIVITIES ASSOCIATED WITH THE PROPOSED STORMWATER POND.
- THE OWNER SHALL BE RESPONSIBLE FOR MAINTAINING AND OPERATION THE STORMWATER INFRASTRUCTURE PROPOSED AS PART OF THIS DEVELOPMENT, AND SHALL NOTIFY THE NWFMD OF COMMENCEMENT OF CONSTRUCTION AND PROVIDE AS-BUILT CERTIFICATION UPON COMPLETION.
- SIDE SLOPES OF ALL SWALES AND PONDS SHALL BE NO STEEPER THAN 3:1 (MAX).
- THE PUBLIC WORKS DEPARTMENT AND ENGINEER OF RECORD SHALL INSPECT ALL STORMWATER MANAGEMENT FACILITIES REGARDING CONFORMANCE WITH APPROVED STORMWATER MANAGEMENT PLAN, EROSION, GRADING, RUNOFF CONVEYANCE, AND RETENTION RECOVERY.

- CONTRACTOR SHALL INSTALL SILT FENCE PRIOR TO COMMENCING IN ANY CONSTRUCTION ACTIVITIES AND MAINTAIN SILT FENCE THROUGHOUT CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER.
- CONTRACTOR SHALL NOTIFY THE ENGINEER IF EROSION CONTROL ISSUES DEVELOP ONSITE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR EROSION CONTROL MEASURES ON SITE 24 HOURS A DAY THROUGHOUT CONSTRUCTION.
- CONTRACTOR SHALL PROVIDE AND MAINTAIN INLET PROTECTION THROUGHOUT CONSTRUCTION.
- ALL DISTURBED AREAS (INCLUDING RE-GRADED AREA) SHALL BE STABILIZED/SODDED IN ACCORDANCE W/ THE LANDSCAPE PLAN.
- CLEAR AND GRUB TO REMOVE STUMPS, ROOTS, TREES, VEGETATION, ORGANIC MATERIAL, AND OTHER OBSTRUCTIONS TO THE WORK. GRUB OUT ALL ROOTS LARGER THAN 1/4 INCH IN DIAMETER, MATTED ROOTS, AND OTHER ORGANIC MATERIAL AT LEAST 12 INCHES BELOW THE SURFACE WITHIN THE GRADING LIMITS SHOWN ON THE DRAWINGS.
- EXCAVATED MATERIAL THAT IS SUITABLE, AS DETERMINED BY THE ENGINEER, MAY BE USED FOR FILLING AND BACKFILLING. ADDITIONAL MATERIAL, IF NECESSARY, SHALL BE APPROVED BY THE ENGINEER.

- EXCAVATION LIKELY TO DISLOCATE, DAMAGE, OR IMPAIR THE STRENGTH OF OTHER STRUCTURES ALREADY IN PLACE SHALL BE DONE ONLY AFTER ADEQUATE PROTECTION HAS BEEN PROVIDED FOR THE IN-PLACE STRUCTURES.
- ALL LENGTHS OF PIPES SHOWN ARE SCALED ONLY. DRAINAGE, ENDWALLS, AND PIPES SHALL BE CONSTRUCTED TO CONFORM WITH THE LOW POINTS AND OTHER PERTINENT FEATURES.
- STORM DRAINAGE FACILITIES ARE TO BE CONSTRUCTED AS SHOWN ON THE DRAWINGS AND IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS
- PROMOTE POSITIVE DRAINAGE TOWARDS INLETS, NO "BIRD BATHS" OR PONDING SHALL BE ACCEPTED.
- ALL INLETS SHALL BE INSTALLED W/ SUMPS IN ACCORDANCE W/ FDOT STND INDEX 201.

18. CONSTRUCTION OF POND SHALL OCCUR WEDNESDAY-SUNDAY AND CONTRACTOR SHALL PROVIDE 3 WEEKS NOTICE PRIOR TO STARTING POND AND SWALE GRADING. SHERIFF NEEDS TO COORDINATE TRAINING ACTIVITIES TO ENSURE NO LIVE SIMULATIONS OCCUR DURING GRADING/CONSTRUCTION ACTIVITIES WITHIN THE RANGE.

LEGEND	
---	PROPERTY BOUNDARY
-55--	EXISTING CONTOUR
-54.00-	PROPOSED CONTOUR
~	PROPOSED STORMWATER FLOW
X 55.15	EXISTING SPOT ELEVATION
● 55.15	PROPOSED SPOT ELEVATION



**AVCON, INC.**  
**ENGINEERS & PLANNERS**  
 320 BAYSHORE DRIVE, SUITE A  
 NICEVILLE, FL 32578-2425  
 OFFICE: (850) 678-0050  
 CORPORATE CERTIFICATE OF  
 AUTHORIZATION NUMBER: 5057  
 www.avconinc.com

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 INTO TOMORROW'S REALITY

TONIA D. NATION  
 FL LICENSE NO.: 64631  
 FBPR CERTIFICATE OF  
 AUTHORIZATION NO. 5057

DATE	NO.	REVISION	BY
9/19/19	1	PUBLIC WORKS COMMENT REVISIONS	VMB
9/26/19	2	CHANGES PER ADDENDUM #3	VMB
11/13/20	3	CHANGES PER NWFMD COMMENTS	VMB

**OVERALL GRADING &  
 DRAINAGE PLAN**

CONFORMED DOCUMENTS

**OCSD TRAINING  
 FACILITY**  
 PREPARED FOR  
**OKALOOSA COUNTY  
 SHERIFF'S  
 DEPARTMENT**

DESIGNED BY: JDC  
 DRAWN BY: VMB  
 CHECKED BY: TDN  
 APPROVED BY: VCL  
 PROJECT NO: 19.0125.04  
 DATE: SEPTEMBER 2019

**SHEET NUMBER**  
**C-4**

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## Addendum #2 - Attachment #3

BUILDING.txt

"General Decision Number: FL20220127 02/25/2022

Superseded General Decision Number: FL20210127

State: Florida

Construction Type: Heavy

County: Okaloosa County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</li></ul>

BUILDING.txt

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

ENGI0653-012 10/01/2012

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Cranes 100 Tons & Over (Conventional & Hydraulic) & Tower Cranes.....	\$ 26.30	11.13
Cranes Under 100 Tons.....	\$ 25.30	11.13
Oiler.....	\$ 23.85	11.13

Cranes with 350 feet or more boom and/or 400 ton capacity - additional \$1.10 per hour.

Cranes with 500 feet boom and/or 600 ton capacity - additional \$1.45 per hour.

-----  
IRON0798-008 10/01/2021

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 28.00	16.37

-----  
LAB00559-003 03/15/2013

	Rates	Fringes
LABORER: Grade Checker.....	\$ 16.40	5.65

-----  
PAIN0164-006 06/01/2021

BUILDING.txt  
 Rates Fringes

PAINTER: Brush, Roller and  
 Spray.....\$ 20.21 12.38

-----  
 \* SUFL2009-166 06/24/2009

Rates Fringes

CARPENTER.....\$ 15.36 0.00  
 CEMENT MASON/CONCRETE FINISHER...\$ 14.77 \*\* 3.50  
 ELECTRICIAN.....\$ 17.25 3.02  
 LABORER: Common or General.....\$ 12.00 \*\* 0.00  
 LABORER: Landscape.....\$ 7.25 \*\* 0.00  
 LABORER: Pipelayer.....\$ 11.51 \*\* 2.94  
 LABORER: Power Tool Operator  
 (Hand Held Drills/Saws,  
 Jackhammer and Power Saws  
 Only).....\$ 10.63 \*\* 2.20  
 OPERATOR: Asphalt Paver.....\$ 11.59 \*\* 0.00  
 OPERATOR: Backhoe Loader  
 Combo.....\$ 16.10 2.44  
 OPERATOR: Backhoe/Excavator.....\$ 13.11 \*\* 1.51  
 OPERATOR: Bulldozer.....\$ 15.00 4.98  
 OPERATOR: Grader/Blade.....\$ 16.00 2.84  
 OPERATOR: Loader.....\$ 13.89 \*\* 2.07  
 OPERATOR: Mechanic.....\$ 14.32 \*\* 0.00  
 OPERATOR: Roller.....\$ 10.76 \*\* 0.00  
 OPERATOR: Scraper.....\$ 11.00 \*\* 1.74  
 OPERATOR: Trackhoe.....\$ 20.92 5.50  
 OPERATOR: Tractor.....\$ 10.54 \*\* 0.00

BUILDING.txt

TRUCK DRIVER, Includes Dump Truck.....	\$ 8.52 **	0.25
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73 **	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21 **	1.97

-----

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

## BUILDING.txt

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

BUILDING.txt

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

-----  
WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.

BUILDING.txt

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"



**#11 (REVISED) - BID RESPONSE**

**ITB OCSO 10-23**

**Installation and Service of Generator at Sheriff's Office Training Center**

SUBMITTED BY \_\_\_\_\_

\*\*Total bid amount shall include all costs for delivery and installation fees, equipment, concrete pad, controls, direct and indirect labor and all associated items and services listed within bid specifications.

TOTAL PRICE FOR GENERATOR \$ \_\_\_\_\_

TOTAL BID AMOUNT \$ \_\_\_\_\_

ADD ALTERNATE 1-ALUMINUM ENCLOSURE: \$ \_\_\_\_\_

ADD ALTERNATE 2-SOUND PROOF ENCLOSURE: \$ \_\_\_\_\_

ADD ALTERNATE 3-3<sup>RD</sup> BREAKER \$ \_\_\_\_\_

The total number of days to substantial and final completion for the delivery and installation of all equipment and services outlined within specifications is one-hundred and eighty (180) calendar days. (Subject to change, if needed per shipping and manufacturing issues arise)

**Attachment “B” – Insurance Requirements;**

## **GENERAL SERVICES INSURANCE REQUIREMENTS**

**REVISED: 01/2/2019**

### **CONTRACTORS INSURANCE**

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

### **WORKERS' COMPENSATION INSURANCE**

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

3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. Okaloosa County Board of County Commissioners shall be listed as an Additional Insured by policy endorsement on all policies applicable to this agreement except Worker's Compensation. A waiver of subrogation is required on all policies

**BUSINESS AUTOMOBILE LIABILITY**

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

**COMMERCIAL GENERAL LIABILITY INSURANCE**

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

**INSURANCE LIMITS OF LIABILITY**

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

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

## **NOTICE OF CLAIMS OR LITIGATION**

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

## **INDEMNIFICATION & HOLD HARMLESS**

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

## **CERTIFICATE OF INSURANCE**

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

## **GENERAL TERMS**

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

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

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

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

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

## **EXCESS/UMBRELLA INSURANCE**

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

**Attachment “C” – Title VI List of Pertinent Nondiscrimination Acts and Authorities;**

**Attachment “C”**  
**Title VI Clauses for Compliance with Nondiscrimination Requirements**

**Compliance with Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.



## Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

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

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

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

## OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

## E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
  - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award; Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
  - b. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
  - a. All new employees.
    - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

- b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or
    - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
  - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
  - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

**Attachment “D” – Grant Agreement**

OMB Approved No. 1505-0271  
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: Okaloosa County Board of County Commissioners 1250 North Eglin Parkway, Ste 102 Shalimar, Florida 32579-1296	DUNS Number: 613277649 Taxpayer Identification Number: 596000765 Assistance Listing Number and Title: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipients hereby agrees, as a condition to receiving such payment from Treasury, agrees to the terms attached hereto.

Recipient:

\_\_\_\_\_  
Authorized Representative Signature (above)

Authorized Representative Name: Carolyn Ketchel  
Authorized Representative Title: Chairman  
Date Signed: \_\_\_\_\_

U.S. Department of the Treasury:



\_\_\_\_\_  
Authorized Representative Signature (above)

Authorized Representative Name: Jacob Leibenluft  
Authorized Representative Title: Chief Recovery Officer, Office of Recovery Programs  
Date Signed: May 13, 2021

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**U.S. DEPARTMENT OF THE TREASURY**  
**CORONAVIRUS STATE FISCAL RECOVERY FUND**  
**AWARD TERMS AND CONDITIONS**

**1. Use of Funds.**

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

**2. Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

**3. Reporting.** Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

**4. Maintenance of and Access to Records**

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

**5. Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

**6. Administrative Costs.** Recipient may use funds provided under this award to cover both direct and indirect costs.

**7. Cost Sharing.** Cost sharing or matching funds are not required to be provided by Recipient.

**8. Conflicts of Interest.** Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

**9. Compliance with Applicable Law and Regulations.**

- a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

**10. Remedial Actions.** In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

**11. Hatch Act.** Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

**12. False Statements.** Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

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

**14. Debts Owed the Federal Government.**

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.



#### 15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

#### 16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, 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.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

## ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

### ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Okaloosa County Board of County Commissioners (hereinafter referred to as “the Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient’s programs, services and activities, so long as any portion of the recipient’s program(s) is federally assisted in the manner proscribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient’s successors, transferees and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient’s sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

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

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any

personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property;

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official:

#### PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

OMB Approved No.:1505-0271  
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: Okaloosa County Board of County Commissioners 1250 North Eglin Parkway, Ste 102 Shalimar, Florida 32579-1296	DUNS Number: 613277649 Taxpayer Identification Number: 596000765 Assistance Listing Number and Title: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

  
\_\_\_\_\_  
Authorized Representative: Carolyn N. Ketchel  
Title: Chairman, Board of County Commissioners  
Date signed: May 11, 2021

U.S. Department of the Treasury:

\_\_\_\_\_  
Authorized Representative:  
Title:  
Date signed:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury’s implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
9. Compliance with Applicable Law and Regulations.
  - a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
  - b. Federal regulations applicable to this award include, without limitation, the following:
    - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
    - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, 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.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

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**ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**  
**ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

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

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal



financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

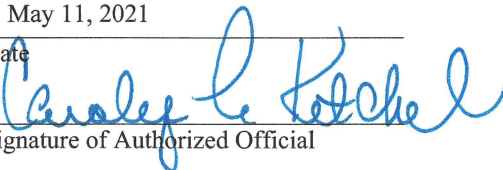
The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Okaloosa County Board of County Commissioners  
Recipient Carolyn N. Ketchel, Chairman

May 11, 2021

Date



Signature of Authorized Official

**PAPERWORK REDUCTION ACT NOTICE**

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## BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

**DATE:** June 15, 2021  
**TO:** Honorable Chairman and Members of the Board  
**FROM:** Faye Douglas, OMB Director  
**SUBJECT:** Ratification of Treasury SLRF \$40,933,386 Award Acceptance

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**STATEMENT OF ISSUE:** Okaloosa County is seeking to ratify the acceptance of a Coronavirus State and Local Fiscal Recovery Funds Award from the United States Department of the Treasury (UST) for \$40,933,386. (CFDA 21.027)

**BACKGROUND:** On May 10, 2021, Okaloosa County received notice from UST their Coronavirus State and Local Fiscal Recovery Funds were available for request. The performance period is from the date of execution to December 31, 2026 with the eligible costs being incurred between March 3, 2021 and December 31, 2024. There is no matching requirement with these funds. Okaloosa County received the first 50% payment of \$20,466,693.00 on May 17, 2021.

Per the Recovery Act, the County will receive a second, equal-size payment per the Act in approximately 12 months for a total Okaloosa County amount of \$40,933,386. Unlike the CARES funding, the County will receive these funds directly from Department of Treasury as a County with a population over 200,000. Also, unlike the CARES Act cities will have their own allocations that will not have to go through the County (See the attached City Recovery Act Allocations PDF). Cities under a population 50,000 will have to go through the State for their funding, which will include all the cities in Okaloosa County.

In accordance with the Grants Policy and Procedure Manual Section 10.4, the County Administrator invoked Emergency Procedures to accept this award as the award terms were required to be signed by the Chairman and was submitted on May 11, 2021 after the May 18 Agenda deadline. Therefore, we are seeking ratification of these actions at the June 1, 2021, Board Meeting. Also in accordance with the Grants Policy and Procedures Manual, the Department is requesting the Chairman to provide authorization for the County Administrator to be the Authorizing Official for the term of this agreement when allowed by UST.

County staff will be preparing a Recovery Act Implementation Plan to bring back to you in at the first meeting in August and will be reaching out to you for any initial input you may have while staff is working to draft the plan. The act has been widely touted for use on many uses and its flexibility (see excerpt below). However, in reading the interim final rule issued by the Department of Treasury on May 10th (See Attached Recovery Act PDF), many of the uses have specific conditions which may severally limit the County's use in particular areas and may present audit/repayment concerns. A comment/question period exists with the Department of Treasury until July 16<sup>th</sup>. It will be the general intent of staff to ensure that all the use of funds submitted as documented expenditures are beyond question for audit/recapture and with the goal of giving the Commission the maximum use of any reimbursed funds.

The summary of the eligible use of funds listed in the interim final rule published on May 10, 2021 are:

- Support public health expenditures, by, for example, funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff
- Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector
  - Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic
  - Provide premium pay for essential workers, offering additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors
  - Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet

**OPTIONS:** The Board may approve or disapprove the award.

**RECOMMENDATIONS:** Motion to ratify the Chairman signing the UST Coronavirus State and Local Fiscal Recovery Funds Award, authorize the Chairman to designate the County Administrator as Authorizing Official to sign all future documents associated with this award, with due notice to this Board, for the term of the award when allowed by UST. Additionally, directing staff to bring back a Recovery Act Implementation Plan to the Commission at the first meeting in August.

## Jane Evans

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Monday, May 10, 2021 2:54 PM  
**To:** Jane Evans; Greg Stewart; Lynn Hoshihara  
**Cc:** Edward Sisson; Shannon Clowes; Dan Sambenedetto; Denise Broadway  
**Subject:** RE: G353 - Legal Coordination - Award UST American Rescue Act

This is approved for legal purposes.

**Kerry A. Parsons, Esq.**



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

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**From:** Jane Evans  
**Sent:** Monday, May 10, 2021 3:43 PM  
**To:** Greg Stewart ; Lynn Hoshihara ; Parsons, Kerry  
**Cc:** Edward Sisson ; Shannon Clowes ; Dan Sambenedetto ; Denise Broadway  
**Subject:** G353 - Legal Coordination - Award UST American Rescue Act

Please review the attached Award from the United States Department of the Treasury for the American Rescue Act.

Mr. Hofstad has not approved Emergency Procedures and I will wait for his response before obtaining the Chairman's signature.

Note to HR: Funds may be spent on Salaries and Fringe Benefit items.

Note to IT: Funds may be spent on Information Technology items.

Jane Evans  
Grants and RESTORE Manager  
Office of Management and Budget  
1250 North Eglin Parkway  
Suite 102  
Shalimar, FL 32579  
Phone: 850-651-7521  
Fax: 850-651-7551  
Internal Courier: CAO-S/Grants

Email: [jevans@myokaloosa.com](mailto:jevans@myokaloosa.com)



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**Attachment “E” – Assurance of Compliance with Civil Rights Requirements**

## **Attachment “E” – Assurance of Compliance with Civil Rights Requirements**

### **ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

#### **ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**


**As a condition of receipt of federal financial assistance from the Department of the Treasury,** the Okaloosa County Board of County Commissioners provides the assurances that contracts and contractors agree to comply with the Civil Rights Restoration Act of 1987 and provides that the provisions of this assurance apply to all of the Okaloosa County’s programs, services and activities, so long as any portion of the Okaloosa County’s contract program(s) that are federally assisted in the manner proscribed above. This assurance applies to all contracts funded by federal financial assistance from or funds made available through the Department of the Treasury.

1. The Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. The Contractor acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). The Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. The Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities.
3. The Contractor agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. The Contractor acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of Okaloosa County business and is binding upon the Contractor’s successors, transferees and assignees for the period in which this contract is active.

5. The Contractor acknowledges and agrees that it must require any subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every subcontract or agreement subject to Title VI and its regulations between itself and its subcontractors, successors, transferees, and assignees:

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

DATE: 12-27-22  
COMPANY Bearden Electric  
ADDRESS: P.O. Box 849 FWB, FL. 32549  
PHONE: 850-863-2131

SIGNATURE:   
NAME: Gary Bearden  
TITLE: CEO  
EMAIL: gary@beardenelectric.com