

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/01/2022

Contract/Lease Control #: C19-2768-WS

Procurement#: RFQ 68-18 WS

Contract/Lease Type: CONTRACT

Award To/Lessee: POLY, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/02/2019

Expiration Date: 01/01/2023

Description of: ENGINEERING SERVICES FOR HWY 90 E. WATER & SEWER
EXTENSIONS

Department: WS

Department Monitor: LITRELL

Monitor's Telephone #: 850-651-7195

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: C192768-WS Tracking Number: 4866-02
Procurement/Contractor/Lessee Name: Poly Grant Funded: YES ___ NO X
Purpose: Amendment
Date/Term: 1-1-23
Department #: 741510
Account #: 563311
Amount: 89,500.00
Department: WS Dept. Monitor Name: C. H. Hill

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

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 8-3-22
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: not grant funded Grant Name: _____
_____ Date: _____
Grants Coordinator Suzanne Ulloa

Risk Management Review

Approved as written: see email attached Date: 8-3-22
_____ Risk Manager or designee Kristina LoFria

County Attorney Review

Approved as written: _____ Date: 8-11-22
County Attorney see email attached Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Kristina LoFria
Sent: Wednesday, August 3, 2022 1:17 PM
To: DeRita Mason
Subject: RE: C19-2768-WS amendment 1

DeRita,

Good afternoon, this amendment is approved by Risk, no insurance element.

Thank You

Kristy LoFria

Safety Coordinator
Okaloosa County BOCC-Risk Management-
302 N Wilson St Suite 301
Crestview, Florida 32536
klofria@myokaloosa.com
850-689-5979



For all things Wellness please visit:
<http://www.myokaloosa.com/wellness>

"When the winds of adversity blow against your boat, just adjust your sail."

"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost

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.

DeRita Mason

From: Lynn Hoshihara
Sent: Thursday, August 11, 2022 11:46 AM
To: DeRita Mason
Cc: Parsons, Kerry; Kristina LoFria
Subject: Re: C19-2768-WS amendment 1
Attachments: c19-2768-ws amendment 8.11.22.docx

DeRita,

With the attached changes, this is approved.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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From: DeRita Mason
Sent: Wednesday, August 3, 2022 2:09 PM
To: Lynn Hoshihara
Cc: Parsons, Kerry; Kristina LoFria
Subject: C19-2768-WS amendment 1

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

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department

DeRita Mason

From: Suzanne Ulloa
Sent: Tuesday, August 16, 2022 4:13 PM
To: DeRita Mason
Subject: FW: Triumph Gulf Coast "Grant" and NEW Contract Amendment?

FYI

From: Jane Evans <jevans@myokaloosa.com>
Sent: Tuesday, August 16, 2022 3:53 PM
To: Suzanne Ulloa <sulloa@myokaloosa.com>
Subject: RE: Triumph Gulf Coast "Grant" and NEW Contract Amendment?

This grant agreement is private funds. It does not have to be 2 CFR Part 200 compliant.

It just has to be compliant with our Purchasing Policy.

Jon and I were asking Triumph whether we could amend the contract between W&S and the BCC. We do not have an answer back from Triumph on that question.

From: Suzanne Ulloa <sulloa@myokaloosa.com>
Sent: Tuesday, August 16, 2022 3:42 PM
To: Jane Evans <jevans@myokaloosa.com>
Subject: RE: Triumph Gulf Coast "Grant" and NEW Contract Amendment?
Importance: High

Jane,

Could you please give me a call or reply back on this today, priority per DeRita.

Did you ever get to check with check with Jon Kanak, as you mentioned needing to below?

To recap, we're amending this contract (amendment attached); extending it for one year and adding some scope of work. The "grant" number I received was "741510-563311" which led me to the attached "grant agreement" for the TRIUMPH GULF COAST and amendments.

As is the case with CONTRACT amendments, we want to update where we can. In this case would we simply be adding updated 2 CFR 200 clauses given your assertions below? Let me know.

Thanks,

Suzanne Ulloa

Purchasing & Grants Coordinator
Okaloosa County
Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536

Phone: (850) 689-5960

DIRECT EXT. 6971



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From: Jane Evans <jevans@myokaloosa.com>

Sent: Friday, August 5, 2022 6:56 AM

To: Suzanne Ulloa <sulloa@myokaloosa.com>

Subject: RE: Triumph Gulf Coast Grant?

I am back at my desk. These are private funds which have compliance requirements (hence a grant department). They resulted from the lawsuit the Florida Attorney General filed from the Oil Spill. It is not RESTORE dollars through the Gulf Consortium nor Treasury. I do not report these funds in the CAFR (SEFA) rather as a reconciling item to the CAFR (SEFA).

We just need to follow our Purchasing Policy. There are requirements for notice to Triumph on Contracts. I am working with their contact on whether we can revitalize these contracts. I don't think they have an issue with Poly; however, they are debating the W&S contract with the BCC.

I will check with Jon Kanak on any news I'm not aware of....

Jane

From: Suzanne Ulloa <sulloa@myokaloosa.com>

Sent: Thursday, August 4, 2022 4:37 PM

To: Jane Evans <jevans@myokaloosa.com>

Subject: Triumph Gulf Coast Grant?

Could you give me a call tomorrow when you have a chance (8am – 5pm new hours) about this grant.

I need help understanding the agency behind the funding please, the grant department number is 741510.

We are amending a contract on this grant, I see the Grant Agreement, First Amendment and Extension in OnBase. Is this State funding, Federal Funding, I'm stumped.

Thanks,

Suzanne Ulloa

Purchasing & Grants Coordinator

Okaloosa County

Purchasing Department

5479A Old Bethel Road

Crestview, FL 32536

Phone: (850) 689-5960

DIRECT EXT. 6971



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CONTRACT: C19-2768-WS
POLY, INC.
ENGINEERING SVS FOR HWY 90 E. WATER
AND SEWER EXTENSIONS
EXPIRES: 01/01/2023

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA
COUNTY, FLORIDA AND POLY, INC.
CONTRACT NO. C19-2768-WS**

This First Amendment to the Agreement between Okaloosa County, a political subdivision of the State of Florida (the "County"), and Poly, Inc. (the "Contractor"), executed this 1st day of November, 2022, is made a part of the original Agreement dated January 2, 2019, Contract No. C19-2768-WS (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their option to renew the original Agreement for an additional one (1) year term in accordance with Section 1.3 of the original Agreement.
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall be retroactively dated to commence on January 1, 2022 and shall terminate no later than January 1, 2023.
3. **COMPENSATION.**

Section 7 of the original Agreement ("Compensation") shall be revised as follows:

See attached updated rate and scope sheet, attached hereto as Exhibit "A"

4. **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 "B". 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.

- 5. **UPDATED GRANT PROVISION.** The Agreement shall be amended to add updated federal clauses, which are attached hereto as Exhibit "C" and made a part of the original Agreement.
- 6. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated January 2, 2019, and any amendments thereto, shall remain in full force and effect.
- 7. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

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

WITNESS:

POLY, INC.

Michael C. Evans
Signature

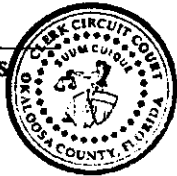
BY: Bruce Bradley

Michael C. Evans
Print Name

ATTEST:

OKALOOSA COUNTY, FLORIDA

For J.D. Peacock II
J.D. Peacock II, Clerk of Courts



BY: Mel Ponder
Mel Ponder., Chairman





ATTACHMENT "A"
Updated Rate Sheet/Scope



Exhibit A

Scope of Basic Services for Jericho Road Water & Sewer Main Extensions (Amendment to C19-2768-WS)

Article A. Purpose:

The purpose of this Exhibit is to define the Scope of Basic Services that POLY, Inc. (CONSULTANT) shall provide for the proposed Jericho Road Water & Sewer Main Extensions (PROJECT) for the Okaloosa County Board of County Commissioners (COUNTY). Note that a primary funding source of the PROJECT is a Triumph Gulf Coast grant agreement (GRANT).

Article B. Scope of Services:

The CONSULTANT agrees to furnish general professional engineering and technical services for the Work applicable to Flow Analysis, Hydraulic Modeling, Design, Permitting, Construction Phase Services, and Grant Administration Assistance for the construction of the proposed PROJECT. The services that the CONSULTANT agrees to furnish as part of this AGREEMENT include, but are not limited to engineering and technical services to perform the following:

1. Flow Analysis and Hydraulic Modeling Services – Work with COUNTY staff to gather data and analyze anticipated wastewater flows expected through the pipeline and construct a computerized hydraulic model to assist with pipeline sizing and material selection.
2. Design Phase Services - Produce engineered design plans, perform cost estimates, and prepare technical specifications for new water and sewer mains as generally described below:
 - a. Extend the existing 12" potable water main approximately 1/2 mile to the south, along Jericho Road.
 - b. Extend the existing sanitary sewer force main approximately 1/2 mile to the south, along Jericho Road (size to be determined in Step 1).
3. Permitting Phase Services - Provide agency coordination including applying for required permit applications including FDEP and County Public Works.



4. Construction Phase Services – Provide miscellaneous engineering and technical services required in support of the project during construction and provide adequate on-site construction observation services to verify conformance with plans and specifications as required to certify permit closeout.
5. Grant Administration Services – Provide grant administration and reporting assistance to the COUNTY for the preparation of reports to Triumph Gulf Coast, Inc.

Specific Work Tasks that may be authorized by the COUNTY's representative are presented below.

Work Task 1 – Flow Analysis and Hydraulic Modeling Services

1.1 Flow Analysis & Hydraulic Modeling

- 1.1.1 CONSULTANT shall work with County Staff to estimate and project anticipated future flows to the area to assist with pipeline sizing for the wastewater pipeline.
- 1.1.2 CONSULTANT shall build a computerized hydraulic model of the piping system to analyze flows and pressures and to assist with pipe sizing and material selection.

Work Task 2 – Design Phase Services

2.1 Design Phase Services

- 1.2.1 CONSULTANT shall utilize field surveys furnished by COUNTY for design of water and sewer mains. Survey will include topography, underground utilities, right-of-way, and recorded water & sewer easements.
- 1.2.2 CONSULTANT shall develop detailed design drawings, based on the field survey and hydraulic analysis, depicting pipeline alignments, connections to existing utilities, locations of valves, fittings, air release valves and other appurtenances for complete water and sewer main extensions. Drawings shall be submitted to COUNTY at 30% (alignment only), 60%, 90%, and 100% intervals. It is anticipated that the 90% design drawings will be the complete design, to be utilized in permitting; and that the 100% design drawings will be final plans released for construction after all permits are issued.
- 1.2.3 CONSULTANT shall review with COUNTY at specified intervals representing 30% (for alignment only), 60%, and 90% design.
- 1.2.4 CONSULTANT shall prepare an opinion of probable cost for COUNTY's review and with detail consistent with each review submittal. The estimates of project costs provided by the CONSULTANT will be made on the basis of information available to the CONSULTANT and CONSULTANT's past experience. Since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, the methods of determining prices, competitive bidding and market conditions, and future economic and unforeseen conditions, there will be no guarantee or warranty that future costs will not vary from estimates and projections.



Work Task 3 – Permitting Phase Services

2.1 Permitting and Interagency Coordination

- 2.1.1 CONSULTANT shall prepare necessary permit applications for approval by the Florida Department of Environmental Protection (FDEP) and County Public Works. Permit fees shall be paid for by COUNTY. **Permit applications will be made using the approved 90% plans.**
- 2.1.2 CONSULTANT shall coordinate with said agencies and respond to any requests for additional information, in order to obtain all necessary permits.

Work Task 4 – Construction Phase Services

CONSULTANT shall serve as COUNTY's Representative for the PROJECT and shall serve as the COUNTY's representative at meetings, workshops, site visits, and other necessary functions of the PROJECT. Specifically, the CONSULTANT shall perform the following services:

4.1 Services During Construction

CONSULTANT shall perform overall services during construction for the construction phases of the PROJECT. Specific services that shall be provided include:

- 4.1.1 Attend pre-construction conference and attend other meetings with representatives of the COUNTY, the Contractor, and other appropriate parties when requested for consultation or conference about the construction activities of the projects.
- 4.1.2 Consult and advise COUNTY during construction and provide or coordinate technical interpretations of the drawings and specifications.
- 4.1.3 Evaluate and coordinate requested deviations from the approved design or specifications of the project.
- 4.1.4 Coordinate with the COUNTY the review of shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections, and other data. The CONSULTANT shall review and shall coordinate the review of these data for general conformance with the design concepts of the project and for general compliance with the information given in the drawings, specifications, and any addenda.
- 4.1.5 Manage and track the receipt, review, disposition, and distribution and approval of shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections, and other data.
- 4.1.6 Make periodic visits to the site of the project to observe the progress of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents and Permits.
- 4.1.7 Make a final review of the as-built drawings to determine, in general, if the work has been completed in conformance with the design drawings and other Contract requirements.
- 4.1.8 Prepare and submit permit closeout/clearance documents.



Work Task 5 – Grant Administration Services

CONSULTANT shall assist COUNTY's Grant Department with grant administration services to meet GRANT requirements.

5.1 Grant Administration Services

- 5.1.1 COUNTY shall provide information and reports to submit to Triumph Gulf Coast, Inc. in accordance with the requirements of the GRANT. CONSULTANT shall assist COUNTY's Grant Department with details for the required reports.
- 5.1.2 CONSULTANT shall perform other duties as directed by COUNTY related to the GRANT, such as providing details for reporting, audits, or other tasks as may be required by COUNTY or Triumph Gulf Coast, Inc.

Article C. Compensation:

As compensation for providing the services described in Article B, CLIENT shall pay CONSULTANT in accordance with the Agreement based on either a percent complete for identified Lump Sum (LS) task or rate based for Time and Material (T&M) task. T&M task will be billed based on the hourly per-diem rate schedule per employee grade, as defined in the following Table 1, for the actual time worked on the Project. CONSULTANT's standard Direct Expense rates will be identified and will be reimbursed as defined in Table 2.

The Hourly Per Diem Rates are 1/8th of the tabulated per diem rate for a normal 8-hour workday.

Table 1. Hourly Per Diem Rate Schedule

Classification	Billing Rate
Sr. Principal E/A; Program Manager	\$210
Principal E/A III	\$185
Principal E/A II; Sr. Project Manager	\$160
Principal E/A I; PLS; Project Manager	\$130
Professional E/A IV	\$145
Professional E/A III	\$130
Professional E/A II	\$115
Professional E/A I	\$100
Sr. E/A Tech; Sr. Designer	\$114
Project E/A; E/A Intern	\$96
E/A Tech; Designer	\$90
CADD Tech III	\$80
CADD Tech II	\$60
CADD Tech I	\$40
GIS Tech	\$114
Sr. Environmental Scientist	\$112
Environmental Scientist; Lab Mgr.	\$90
Lab Chemist	\$70
Lab Technician	\$55



Survey 3-Person	\$195
Survey 2-Person	\$145
Sr. Resident Project Rep.; Sr. Field Tech	\$95
Resident Project Rep. II; Field Tech II	\$80
Resident Project Rep. I; Field Tech I	\$70
Admin/Clerical II	\$85
Admin/Clerical I	\$65

Table 2. Standard Rates for Direct Expenses

Expense Category	Rate (\$)
Mileage	Cost
Special Shipping	Cost
CADD Computer Time	Included in Per Diem
Lodging & Travel	Cost
Additional Laboratory Tests & Analysis	Cost + 5%
Extra Printing, Presentation Boards, Binding, & Reproduction	Cost + 5%
Sub-Consultant Services	Cost + 5%

Table 2 applies only to Work Tasks 4 and 5. The other Work Tasks (1, 2, & 3) are Lump Sum and will not have Direct Expenses.

The Total Budget for this AGREEMENT is \$89,500. The estimated individual Work Tasks specified in the Scope of Services, for this AGREEMENT are presented in Table 3, below:

Table 3. Breakdown of Budget

Work Task Description	Work Task Cost Amounts	Compensation Method
1. Flow Analysis and Hydraulic Modeling Services	\$12,000	Lump Sum
2. Design Phase Services	\$64,500	Lump Sum
3. Permitting Phase Services	\$7,500	Lump Sum
4. Construction Phase Services	\$4,000	Time & Material
5. Grant Administration Services	\$1,500	Time & Material
Total Overall Budget	\$89,500	

CONSULTANT will keep CLIENT informed of progress so that the Total Overall Budget Ceiling and/or work effort can be adjusted if found necessary. CONSULTANT is not obligated to incur costs beyond the indicated approved Total Overall Budget, as may be adjusted, nor is CLIENT obligated to pay CONSULTANT beyond these limits. The Scope and Total Overall Budget for this AGREEMENT can be increased with an Authorized Amendment to this AGREEMENT executed by both parties. When any amount has been increased, CONSULTANT's excess costs expended prior to such increase will be allowable to the same extent as if such been incurred after the approved increase.



ATTACHMENT "B"
Scrutinized Companies Certificate



VENDORS ON SCRUTINIZED COMPANIES LISTS

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

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

DATE: October 7, 2022

SIGNATURE: *Bruce Bradley*

COMPANY: Poly, Inc.

NAME: Bruce Bradley, P.E.
(Typed or Printed)

ADDRESS: 102 Sunset Lane

TITLE: President

Shalimar, FL 32579

E-MAIL: bbradley@poly-inc.com

PHONE NO.: 850-609-1100



ATTACHEMENT "C"
Federal Clauses



This Attachment is hereby incorporated by reference into the main *Contract*.

**FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO
FUND THE SERVICES AND GOODS UNDER THIS *CONTRACT*¹**

This *contract* 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. *Contractor* shall adhere to all grant conditions as set forth in the requirements of grant which have been provided to *Contractor*, along with any and all other applicable Federal Laws. 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 *Contract*. The provisions in this exhibit are supplemental and in addition to all other provisions within the *Contract*. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the *Contract*, 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 *Contract* the conflicting terms and conditions of that document shall prevail.

Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182): Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *contractor* 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 *contractor* 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

¹ Note as of February 2022, the “Simplified Acquisition threshold” is currently set at \$250,000.00; the “Micro-purchase threshold” is currently set at \$10,000.00 – these amounts are subject to change. It is the responsibility of the [*proposer/consultant/contractor*] to ensure it is aware of the correct thresholds are the time of a procurement submittal and contract.



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 *contractor* is unable, or potentially unable, to render impartial assistance or advice; ii. A *contractor's* objectivity in performing the contract work is or might be otherwise impaired; or iii. The *contractor* 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: *contractor* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *Contractor's* actions pertaining to this *contract*. 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 *contractor* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *contractor* will require compliance by all sub-contractors. Prior to contract award, the *contractor* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

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

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 *contractor* agrees as follows: (1) The *Contractor* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Contractor* 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 Contractor 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 *Contractor* will, in all solicitations or advertisements for employees placed by or on behalf of the *Contractor*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Contractor* 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 *Contractor's* commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Contractor* 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 *Contractor* 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 *Contractors* 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 Contractor 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) *Contractor* 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 *Contractor* 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 *Contractor* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Contractor* may request the United States to enter into such litigation to protect the interests of the United States.

Additional notice and requirement for federally assisted contracts or subcontracts in excess of \$10,000.00:

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 *contract*, the *contractor* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *contractor* 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 *contract*, *contractor* shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *contract*. *Contractor* 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: *contractor* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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: *contractor* 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. *contractor* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently debarred or otherwise disqualified from participating in the federally assisted services. The *contractor* 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: *contractor* 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 CRF 200.323 and 40 CFR Part 247): Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *contractor* 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: *contractor* will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

Record Retention (2 CFR § 200.33): Applicability: All Contracts that received or may receive federal grant funding. Requirement: *contractor* 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: *Contractor* shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of [*the contract*].



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

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: *contractor* 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: *Contractor* 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 *Contractor* from (1) engaging in severe forms of trafficking in persons during the period of time that *this Contract* is in effect; (2) procuring a commercial sex act during the period of time that *this Contract* is in effect; or (3) using forced labor in the performance of the contracted services under *this contract*. *This Contract* may be



unilaterally terminated immediately by County for *Contractor'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 *this 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: *Contractor* 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 *Contractor* employees may



apply to the Federal grant award dollars involved with *this Contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Contractor* 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 *Contractor* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

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

Never Contract With The Enemy (2 CFR Part 183): Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *contractor* 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 *contractor* 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 *the contract*].

The President, Bruce Bradley, P.E. on behalf of Poly, Inc. the *contractor* is authorized to sign below and confirm the *contractor* 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: October 7, 2022

SIGNATURE: *Bruce Bradley*

COMPANY: Poly, Inc.

NAME: Bruce Bradley, P.E.

ADDRESS: 102 Sunset Lane
Shalimar, FL 32579

TITLE: President

E-MAIL: bbradley@poly-inc.com

PHONE NO.: 850-609-1100



Buy America Certificates

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

Certificate of Compliance with Buy America Requirements

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

DATE: October 7, 2022
SIGNATURE: *Bruce Bradley*
COMPANY: Poly, Inc.
NAME: Bruce Bradley, P.E.
TITLE: President

Certificate of Non-Compliance with Buy America Requirements

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

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