

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05/04/2023

Contract/Lease Control #: C23-3326-PW

Procurement#: RFQ PW 19-23

Contract/Lease Type: AGREEMENT

Award To/Lessee: SAM MARSHALL ARCHITECTS, P.A.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/02/2023

Expiration Date: 05/01/2026 W/2 1 YR RENEWALS

Description of: PLANNING & DESIGN SERVICES FOR THE OKALOOSA COUNTY
PUBLIC WORKS & BRACKIN BUILDING

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed:

Cc: BCC RECORDS

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

C23-3326-PW

Procurement/Contract/Lease Number: TBD 19-23 Tracking Number: 4850-23
Procurement/Contractor/Lessee Name: Sam Marshall Grant Funded: YES ___ NO X
Purpose: Planning: Design Services for PW: Bracken Buddy
Date/Term: 3 yrs w/ 2 1yr renewals 1. GREATER THAN \$100,000
Department #: 3110 2. GREATER THAN \$50,000
Account #: 562173 3. \$50,000 OR LESS
Amount: per task order
Department: PW Dept. Monitor Name: Avery

Purchasing Review
Procurement or Contract/Lease requirements are met: [Signature] Date: 2-27-23
Purchasing Manager or designee: _____ DeRita Mason, Erin Poole, Amber Hammonds

2CFR Compliance Review (if required)
Approved as written: NO federal funds Grant Name: _____ Date: _____
Grants Coordinator: _____ Suzanne Ulloa

Risk Management Review
Approved as written: see email attached Date: 2-28-23
Risk Manager or designee: _____ Lydia Garcia

County Attorney Review
Approved as written: see email attached Date: 3-31-23
County Attorney: _____ Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review
Approved as written: _____ Date: _____

IT Review (if applicable)
Approved as written: _____ Date: _____

DeRita Mason

From: Lynn Hoshihara
Sent: Friday, March 31, 2023 2:15 PM
To: DeRita Mason
Cc: 'Parsons, Kerry'
Subject: Re: Sam Marshall Draft Agreement Review 19-23

Under section 6.02, please reletter subparagraphs B-E as A-D. With that change, this is approved.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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

From: DeRita Mason
Sent: Friday, March 31, 2023 2:53:41 PM
To: Lynn Hoshihara
Cc: 'Parsons, Kerry'
Subject: RE: Sam Marshall Draft Agreement Review 19-23

Lynn,
See updated, I just spoke with Jason about the comments and made changes accordingly. He advised that we do not have any LD's and I changed the number of days to 15 from 5. I have updated the pages for the exhibits, I will merge it all together once it is approved.

Thank you,

DeRita Mason



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

DeRita Mason

From: Jacqueline Matichuk
Sent: Tuesday, February 28, 2023 8:42 AM
To: DeRita Mason
Subject: RE: Sam Marshall Draft Agreement

The insurance portion is approved.

Jackie

Jackie Matichuk
Claims Examiner
Okaloosa County Risk Management
302 N. Wilson St., Ste 301
Crestview FL 32536
(850) 683-6207
jmatichuk@myokaloosa.com

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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, February 27, 2023 3:19 PM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Parsons, Kerry <KParsons@ngn-tally.com>; Jacqueline Matichuk <jmatichuk@myokaloosa.com>; Jason Autrey <jautrey@myokaloosa.com>; 'David Alsop' <David@sammarshallarch.com>
Subject: Sam Marshall Draft Agreement

Good afternoon,
Please review and approve the attached. We are waiting on rate sheet but wanted to go ahead and get the review process started.
David with Sam Marshall should have the rate sheet to us by the end of the week.

Thank you,

DeRita Mason



Board of County Commissioners Purchasing Department

State of Florida

Date: February 17, 2023

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
RFQ PW 19-23

Planning & Design Services for the Okaloosa County Public Works Facility & Brackin Building

Okaloosa County would like to thank all businesses, which submitted proposals for Planning & Design Services for the Okaloosa County Public Works Facility & Brackin Building. (RFQ PW 19-23)

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

Sam Marshall Architects
325 S. Palafox St.
Pensacola, FL 32502

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

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

Respectfully,

**DeRita
Mason**

Digitally signed by DeRita
Mason
Date: 2023.02.14 14:08:38
-06'00'

DeRita Mason
Purchasing Manager



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

Detail by FEI/EIN Number

Florida Profit Corporation

SAM MARSHALL ARCHITECTS, P.A.

Filing Information

Document Number	604158
FEI/EIN Number	59-1438760
Date Filed	02/09/1973
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	10/05/1981
Event Effective Date	NONE

Principal Address

325 S. PALAFOX
PENSACOLA, FL 32502

Changed: 01/29/2004

Mailing Address

325 S. PALAFOX
PENSACOLA, FL 32502

Changed: 01/29/2004

Registered Agent Name & Address

ALSOP, DAVID
325 S. PALAFOX
PENSACOLA, FL 32502

Name Changed: 03/16/1999

Address Changed: 01/29/2004

Officer/Director Detail

[04/19/1996 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[03/24/1995 -- ANNUAL REPORT](#)

[View image in PDF format](#)



SAM MARSHALL ARCHITECTS, P.A.

Unique Entity ID ZK57TQLW6GM5	CAGE / NCAGE 5S2F9	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jan 4, 2024	
Physical Address 325 S Palafox ST Pensacola, Florida 32502-5929 United States	Mailing Address 325 S. Palafox ST. Pensacola, Florida 32502-5929 United States	

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Florida 01	State / Country of Incorporation Florida / United States	URL (blank)

Registration Dates

Activation Date Jan 6, 2023	Submission Date Jan 4, 2023	Initial Registration Date Oct 26, 2009
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Entity Dates

Entity Start Date Jan 1, 1981	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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Executive Compensation

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

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Active Exclusions Records?

No

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

Yes

Business Types

Entity Structure Partnership or Limited Liability Partnership	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
-------------------------------------------------------------------------	------------------------------------------------	---------------------------------------------------------



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 8/2/2022

EXPIRATION DATE: 8/1/2024

PERSON: DAVID N ALSOP

EMAIL: DAVID@SAMMARSHALLARCH.COM

FEIN: 591438760

BUSINESS NAME AND ADDRESS:

SAM MARSHALL ARCHITECTS, P.A.

325 SOUTH PALAFOX

PENSACOLA, FL 32502

SCOPE OF BUSINESS OR TRADE:

Architectural or Engineering
Firm-Including Salespersons
& Drivers

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

TO RFQ PW 19-23

PROFESSIONAL SERVICES AGREEMENT

**PLANNING & DESIGN SERVICES FOR THE OKALOOSA COUNTY PUBLIC WORKS &
BRACKIN BUILDING**

CONTRACT: C23-3326-PW
SAM MARSHALL ARCHITECTS, P.A.
PLANNING & DESIGN SERVICES FOR THE OKALOOSA
COUNTY PUBLIC WORKS & BRACKIN BUILDING
EXPIRES: 05/01/2026 W/2 1 YR RENEALS

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

TO RFQ PW 19-23

PROFESSIONAL SERVICES AGREEMENT

**PLANNING & DESIGN SERVICES FOR THE OKALOOSA COUNTY PUBLIC WORKS &
BRACKIN BUILDING**

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

AGREEMENT

THIS AGREEMENT is by and between Okaloosa County, through its Board of County Commissioners ("Owner" or "County"), situated at 1250 N. Eglin Parkway, Shalimar, Florida 32579, and Sam Marshall Architects, P.A. ("Consultant"), a Florida For Profit Corporation certified to do work in the State of Florida, whose address is 325 S. Palafox St., Pensacola, FL 32502.

WITNESSETH

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

WHEREAS, Consultant was chosen pursuant to that professional services selection process; and

WHEREAS, Owner and Consultant have negotiated the scope and fee for services contemplated for the below described project.

NOW, THEREFORE, in consideration of payments, hereinafter mentioned, to be made by the Owner, the Consultant agrees to furnish all labor to perform work for RFQ PW 19-23; **PLANNING & DESIGN SERVICES FOR THE OKALOOSA COUNTY PUBLIC WORKS & BRACKIN BUILDING** for the amount of one million, five hundred thousand dollars (\$1,500,000.00) in strict conformity with the provisions of this Agreement.

Owner and Consultant further agree as follows:

ARTICLE 1 THE PROJECT

1.01 The Project, of which the Services may be the whole or only a part, is identified as follows:

Okaloosa County Public Works currently occupies facilities located at 1759 S Ferdon Blvd in Crestview for Public Works operations. The plan is to relocate Public Works operations from the current location to a portion of an approximately 40-acre tract of land (parcel ID# 19-3N-230000-0001-0020) that the County owns west of Crestview. All Public Works functions – administrative, engineering, road maintenance, fleet maintenance, and mosquito control – would relocate from the current location to the new site.

Okaloosa County Administrative offices, including constitutional officers Supervisor of Elections, Tax Collector, and Property Appraiser, located in the Brackin Building (302 N Wilson St, parcel ID# 17-3N-23-2490-0067-0210) seek options for expansion of the existing facility on to adjacent county owned parcels (parcel ID# 17-3N-23-2490-0067-0010 & 17-3N-23-24900067-0050). Additional office space, counter/service areas, and Board Chambers may be considered.

Services may include:

- Site layout concepts with preliminary estimates for establishing a program budget
- Construction level architectural and engineering plans to be utilized for construction bids
- Permit documents and acquisition for the associated tasked work
- Bid assistance services
- Construction Engineering & Inspection (CEI) services, including design services during construction

ARTICLE 2 SERVICES OF CONSULTANT

2.01 Consultant shall provide or cause to provide, the services set forth as set forth herein and in Exhibit A.

ARTICLE 3 OWNER'S RESPONSIBILITIES

3.01 General

- A. Owner will furnish the following documents. These documents may be provided in either paper or electronic format.
 - 1. Current Comprehensive Plan,
 - 2. Current Land Development Code
- B. Owner shall pay Consultant as set forth in Exhibit B.

ARTICLE 4 INSURANCE AND INDEMNIFICATION

4.01 Insurance

- A. The Consultant shall furnish certificates of insurance demonstrating coverage meeting conditions and limits as outlined in Exhibit C.

4.02 Indemnification

- A. Consultant shall indemnify and hold harmless the Okaloosa Board of County Commissioners, and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant and other persons employed or utilized by Consultant in the performance of this Contract.
- B. This indemnification shall survive the termination of this Contract. Nothing contained herein is intended to nor shall it constitute a waiver of Okaloosa County's sovereign immunity.

4.03 Errors and Omissions

- A. Acceptance of the work by the County or Agreement termination does not constitute County approval and will not relieve the Consultant of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Consultant shall make all necessary revisions or corrections resulting from errors and/or omissions on part of the Consultant without additional compensation.

ARTICLE 5 SCHEDULE FOR RENDERING SERVICE AND TERM

5.01 Commencement

- A. Consultant is authorized to begin rendering services as of the Effective Date of this Agreement and upon issuance of a Notice to Proceed by Owner.

5.02 Time for Completion

- A. The term of contract will run for three (3) years from the Effective Date. The agreement may be extended by mutual agreement of both parties.
- B. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely matter so as not to delay the Consultant's performance of its services.
- E. If Consultant fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of damages, if any, resulting from such failure.

ARTICLE 6 INVOICES AND PAYMENTS

6.01 Invoices

- A. The Consultant will be eligible for monthly progress payments under this Agreement.
- B. The Consultant will maintain for this purpose a job cost accounting system for the work performed by the Consultant but not its Subconsultants.
- C. Invoices for this Method of Compensation will be prepared by the Consultant, submitted, and supported by such information as may be required by the Owner to substantiate the charges being invoiced. The Consultant will promptly pay all Subconsultants their proportionate share of payments received from the Owner.
- D. The Owner will render a decision on the acceptability of services within fifteen (15) working days of receipt of either the services, invoice, or progress report, whichever is later. The Owner reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the Owner. Any payment withheld will be released and paid to the Consultant promptly when the work is successfully performed.
- E. Consultant shall submit invoices on a monthly basis and in a form agreeable to Owner.

6.02 Payments

- A. Payment for hourly services shall be submitted with back-up documentation (i.e. staff timesheets) to support time spent and charges accrued.
- B. Each invoice shall show the total contract amount, any approved contract amount amendments, the amount previously billed, the current bill amount, and the balance remaining as of the pay ending date.
- C. Invoices shall be mailed directly to the Owner's designated representative.
- D. If Owner contests an invoice, Owner shall promptly advise Consultant of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

6.03 Project Closeout

A. Final Audit

1. If requested by the Owner, the Consultant will permit the Owner and/or its designee to perform an audit of the Consultant and any or all Subconsultants. In the event funds paid to the Consultant are subsequently properly disallowed by the Owner because of accounting errors or charges not in conformity with this Agreement, the Consultant agrees that such disallowed amounts are due to the Owner upon demand.
2. A Certificate of Completion will be prepared for execution by both parties stating the total compensation due to the Consultant, the amount previously paid, and the difference. Upon execution of the Certificate of Completion, the Consultant will either submit a termination invoice for an amount due or refund to the Owner for overpayment, provided the net difference is not zero.

ARTICLE 7 CONSULTANT'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Consultant makes the following representations:

- A. Consultant is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and the furnishing of the Services under this Agreement.
- B. Consultant has carefully studied, considered, and correlated the information known to Consultant, information commonly known to Consultants providing similar services doing business in the locality where the Services will be provided, and with respect to the effect of such information on the cost, progress, and performance of Consultant's obligations under this Agreement.

ARTICLE 8 MISCELLANEOUS

8.01 Successors and Assigns

- A. Owner and Consultant each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.02 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Consultant. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.03 Consultant's Certifications

- A. Consultant certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.03:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding or selection process or the execution of the Agreement to the detriment of Owner, (b) to Agreement prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition; and
 3. "collusive practice" means a scheme or arrangement between two or more Consultants, with or without the knowledge of Owner, a purpose of which is to establish prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection or negotiating process or affect the execution of the Agreement.

8.04 Third Party Beneficiaries

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

8.05 Notices

- A. All notices required or made pursuant to this Agreement by the Consultant to the Owner shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Okaloosa County Administrator
1250 N. Eglin Parkway
Shalimar, FL 32579

- B. All notices required or made pursuant to this Agreement by the Owner to Consultant shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

David Alsop, President
Sam Marshall Architects
325 S. Palafox St.
Pensacola, FL 32502
david@sammarshallarch.com
850-433-7842

- C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

8.07 Contractor Compliance

- A. The Consultant shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.

8.08 Audit

- A. The Owner and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Consultant 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 the termination of the Contract.
- B. Consultant represents, that as it pertains to any federal funds utilized under this Agreement, it conducts audits as required by OMB Circulars, federal cost principles, or cost accounting standards applicable to its performance as a recipient of U.S. governmental funds and that such audit has revealed no material findings.
- C. Consultant understands the requirements of and agrees to comply with the requirements of Florida Statutes, section 20.055(5).

8.09 Independent Contractor

- A. The parties enter into this Contract as, and shall continue to be, independent contractors. All services shall be performed only by Consultant, Consultant's employees, and Consultant's subconsultants. Under no circumstances shall Consultant or any of Consultant's employees or any or Consultant's subconsultants or lower tiered subconsultants to look to the Owner as his/her employer, or as partner, agent or principal. Neither Consultant, nor any of Consultant's employees, shall be entitled to any benefits accorded to the Owner's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Consultant shall be responsible for providing, at Consultant's expense, and in Consultants 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 Contract.

8.10 Public Records

- A. Consultant shall adhere to the Public Records law of Florida.
- B. Specifically, Consultant must:
 1. Keep and maintain public records require by the Owner to perform the service.
 2. Upon request from the Owner's custodian of public records, provide the Owner 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.
 3. 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 Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the Owner.

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

C. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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.

8.11 Safeguarding Personal Identifiable Information

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

8.12 Controlling Law

- A. This Contract shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Contract shall be in the state courts of Okaloosa County, Florida.

8.13 Compliance with the Law

- A. The Consultant shall comply with all applicable federal, state, and local rules and regulation in providing services to the Owner under this Contract. Consultant acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local rules and regulations.

8.14 Standards of Performance

A. Standard of Care

The standard of care for all performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances as the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Subconsultants

Consultant may employ such subconsultants as Consultant deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

C. Cooperation and Performance

1. During the life of this Agreement, the Owner will conduct reviews of the services assigned. The Consultant shall cooperate with and assist the Owner or designee in reviewing the services.
2. If the Owner determines that the performance of the Consultant is unsatisfactory, the Owner shall notify the Consultant of the deficiency to be corrected. The Consultant shall, within five days after notice from the Owner provide the Owner with a corrective action plan describing how the Consultant will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

8.15 Termination or Suspension

- A. The Owner may, by written notice to the Consultant, suspend any or all of the Consultant's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Owner may terminate this Agreement in whole or in part at any time the interest of the Owner requires such termination. If the Owner determines that the performance of the Consultant is not satisfactory, the Owner shall notify the Consultant of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Consultant of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Owner may either (1) immediately terminate the Agreement as set forth in paragraph 8.13.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Owner chooses to take action and not terminate the Agreement, the Consultant shall, upon demand, promptly reimburse the Owner for any and all costs and expenses incurred by the Owner in correcting the deficiency.
- B. If the Owner terminates the Agreement, the Owner shall notify the Consultant of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- C. In the event this Agreement is terminated by either party, the Consultant shall be compensated for all services satisfactorily performed to the date of termination including reimbursable expenses, then due, and subcontractor termination costs. Such compensation shall be based on the arrangement set forth in the Agreement or subsequent Amendments, unless otherwise agreed.
- D. The Owner reserves the right to unilaterally cancel this Agreement for refusal by the Consultant or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
- E. Upon receipt of any final termination or suspension notice under this paragraph 8.13., the Consultant shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:

1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or
2. Furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Owner or upon the basis of terms and conditions imposed by the Owner upon the failure of the Consultant to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Owner may otherwise have arising out of this Agreement. In the event of termination of this Agreement by either party, the Owner shall within twenty five (25) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

8.16 Drug-Free Work Place

- A. Consultant hereby certifies that it is and shall continue to comply with the requirements of the Drug-Free Work Place Act of 1988.

8.17 Resource Recovery

- A. Consultant hereby certifies that it shall 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, but are not limited to, 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.
- B. Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, April. 19, 1995]

8.18 Compliance with Certain Environmental Standards.

- A. Consultant certifies and agrees to comply with all of the following applicable standards, orders or regulations issued pursuant to:
 1. Clean Air Act, 42 U.S.C., 7401, et seq.;
 2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and

3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
4. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

B. Violations must be reported to the Owner and the Regional Office of the EPA.

8.19 Public Entity Crime Information

- A. Consultant acknowledges and certifies that it is not on the convicted vendor list with the state of Florida.

8.20 Equal Employment Opportunity

- A. In accordance with Executive Order 11246, the Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, 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.

8.21 Employment Eligibility Verification

- A. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm employment eligibility of all persons employed by the Consultant during the term of this Agreement to perform employment duties within Florida and all persons, including subconsultants, assigned by the Consultant to perform work pursuant to the Agreement.

8.22 Records

- A. Records of time based and reimbursable expense costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Owner at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Owner upon request. Records of costs incurred include the Consultant's general accounting records, the project records, together with supporting documents and records, of all subconsultants performing work on the project, and all other records of the Consultant and subconsultants and/or contractors considered necessary by the Owner or state or federal agency for a proper audit of costs.

8.23 Access to Records

- A. The Consultant shall allow the Owner, or any State of Florida or Federal Agency or their designee access to such records upon request. This shall include but not be limited to the Florida Department of Transportation, the CFO or State of Florida Auditor General, the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers,

and records of the Consultant which are directly pertinent for the purpose of making audit, examination, excerpts, and transcriptions.

8.24 Copeland Anti-Kickback Act

- A. Contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

8.25 Federal Fair Labor Standards Act (Federal Minimum Wage)

- A. All contracts and subcontractors 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.
- B. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

8.26 Occupational Safety and Health Act of 1970

- A. All contracts and subcontracts that result from this solicitation incorporate by reference the requirement of 29 CFR 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant 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). Consultant 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.

8.27 Nondiscrimination

- A. During the performance of this contract, the Consultant, 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 contractors) 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.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities:

- 1 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);
- 2 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);

- 3 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);
- 4 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;
- 5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 6 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);
- 7 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);
- 8 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;
- 9 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);
- 10 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;
- 11 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);
- 12 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).

ARTICLE 9 EXHIBITS AND SPECIAL PROVISIONS

9.01 Exhibits Included:

- A. Exhibit A – Services of the Consultant (pages 18 to 18, inclusive);
Exhibit B – Payment for Services (pages 19 to 25, inclusive);
Exhibit C – Insurance Requirements (pages 26 to 30, inclusive);

9.02 Total Agreement:

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written amendment.

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IN WITNESS WHEREOF, Owner and Consultant have signed this Agreement. Counterparts have been delivered to Owner and Consultant. All portions of the Contract Documents have been signed or identified by Owner and Consultant or on their behalf.

This Agreement will be effective on May 2, 2023 (which is the Effective Date of the Agreement).



Owner: Okaloosa County

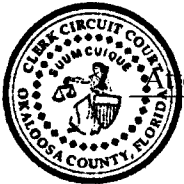
Consultant: Sam Marshall Architects

By: 

By: 

Robert "Trey" Goodwin, III, Chairman,
Board of County Commissioners

David Alsop, President



Witness: 

Witness:

J.D. Peacock, II, Clerk

Address for giving notice:

Address for giving notice:

1250 N. Eglin Parkway
Shalimar, FL 32579

325 S. Palafox St.
Pensacola, FL 32502

Agent for service of process:

(If Consultant is a corporation or a partnership,
attach evidence of authority to sign.)

Designated Representative:

Jason T. Autrey, P.E., C.P.M.

1759 S. Ferdon Blvd.

Crestview, FL 32536

Phone: (850) 689-5772

Designated Representative:

David Alsop

325 S. Palafox St.

Pensacola, FL 32502

850-433-7842

EXHIBIT "A" – SCOPE OF SERVICES OF THE CONSULTANT

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

SECTION 1. BASIC SERVICES

1.1. Recitals. The recitals set forth above are true and correct and are incorporated herein as essential terms of this AGREEMENT. Consultant's proposal submittal to RFQ PW 19-23 is also made part of this AGREEMENT, attached hereto as Exhibit "B" and incorporated by reference.

1.2. Basic Services. The services to be performed under this AGREEMENT shall be specifically described for each assignment in individual Task Orders written and executed in accordance with this AGREEMENT. Each assignment may consist of the following characteristics:

All professional architectural and engineering services including, but not limited to: facility/site planning and design; architectural studies and design; engineering studies and design; surveys; preparation of plans, specifications, and contract documents; preparation of cost estimates; obtaining federal, state, and local governmental agency permits; stormwater management and erosion control; traffic control; proposal preparation; bid review, analysis and recommendations; construction engineering and inspection; coordination with state agencies; presentations to the Okaloosa County Board of County Commissioners (BCC) and the general public; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding; and geotechnical studies; and any other type of project which may be under the purview of the Public Works Department as part of the development of facility planning, design, and construction. Services of the contractor shall be under the general direction of the Director of Public Works or his/her designee, who shall act as the County's representative during the performance of the scope of services.

On an as-needed basis, the Owner will issue Task Orders to the Consultant describing the work required for each assignment to be undertaken under this AGREEMENT. In response, the Consultant will prepare a scope of services and cost, which shall become part of the Task Order upon execution by both parties. No work will commence until a fully executed Task Order is received by the Consultant. **All plans, designs, and documents created, developed, or produced pursuant to this Agreement or in furtherance of the Services shall be the exclusive property of Okaloosa County.**

1.3. Term of AGREEMENT. This AGREEMENT will become effective upon full execution of this document by both parties (whichever occurs later), and will run through September 30, 2026. Upon mutual written consent of both Parties, the AGREEMENT may be renewed for one (1) two (2) year period. When this AGREEMENT expires, it will be automatically extended for any individual executed Task Orders until the scope of services is completed and final invoice is paid. Regarding the previous TASK ORDER AGREEMENT FOR CONTRACTOR SERVICES (if applicable), any existing Task Orders for work not yet completed shall proceed and be extended under the terms and conditions of the previous agreement.

SECTION 2. ADDITIONAL SERVICES

2.1. Written Authorization. Additional services may be required in carrying out the work. These Additional Services will be undertaken only upon written Amendment to the AGREEMENT and upon written authorization by both parties.

EXHIBIT "B" – PAYMENTS FOR SERVICES

Article 3 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 3 – OWNER’S RESPONSIBILITIES

3.1 Compensation for Services

A. Owner shall pay Consultant for Basic Services as set forth in Exhibit A as follows:

1. For tasks issued under this contract, an amount equal to the cumulative hours charged to the Project by each class of Consultant’s personnel times the Standard Hourly Rates set forth in Table 2.
2. For (Other) services rendered by a subconsultant (i.e. Transportation Engineer, Geotechnical Engineer, or other) that will be provided by other than the Consultant’s personnel, compensation will be based on the direct cost from the subconsultant and shall be without mark-up from the consultant.

3.2 Invoicing Procedure

- A. The Consultant will be eligible for progress payments under this agreement at intervals not less than monthly. The Consultant will maintain for this purpose a job cost accounting system for the work performed by the Consultant but not its Subconsultants. Invoices shall be submitted in form acceptable to Owner and at a minimum include hours worked, itemized subconsultant services, totals, subtotals, amount currently earned, amount previously paid, and balance remaining.
- B. Invoices for this Method of Compensation will be prepared by the Consultant, submitted, and supported by such information as may be required by the Owner to substantiate the charges being invoiced. This information may include, but not limited to, quantifiable, measurable, and verifiable units of deliverables, the deliverables were received/accepted in writing by the Owner, and/or other documentation or proof establishing minimum level of service. The Consultant will promptly pay all Subconsultants their proportionate share of payments received from the Owner.
- C. Whenever Consultant is entitled to compensation for the charges of Consultant’s Subconsultants, those charges shall be without mark-up by Consultant.

JOB CLASSIFICATION RATE TABLE

Table 2 –Fully Loaded Rates Standard Hourly Rates

EXHIBIT C – INSURANCE REQUIREMENTS

Article 4 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 4 – INSURANCE

CONTRACTORS INSURANCE

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

BUSINESS AUTOMOBILE LIABILITY

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

COMMERCIAL GENERAL LIABILITY INSURANCE

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

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts, errors or omissions committed by the Contractor or its employees in performing its professional services under this contract.

Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

INSURANCE LIMITS OF LIABILITY

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

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

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the project name & number 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.

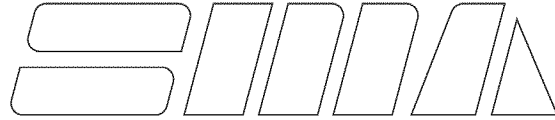
The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

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.



**SAM MARSHALL ARCHITECTS
HOURLY RATES – FISCAL YEAR 2023**

PROFESSIONAL DESIGN SERVICES

Principal Architect	\$180.00
Architect	\$160.00
CAD/Tech	\$ 80.00 (out sourced)

Employee Classification	Per Diem Rates (Fee/Hour)
<u>Engineering</u>	
Principal.....	\$300.00
Engineering Manager.....	\$270.00
Project Manager III.....	\$225.00
Project Manager II.....	\$205.00
Project Manager I.....	\$190.00
Project Engineer IV.....	\$210.00
Project Engineer III.....	\$195.00
Project Engineer II.....	\$170.00
Project Engineer I.....	\$150.00
Engineer Intern.....	\$135.00
Engineering Student Intern.....	\$85.00
Technical Specialist III.....	\$270.00
Technical Specialist II.....	\$230.00
Technical Specialist I.....	\$180.00
Sr. Land Planner/Landscape Architect.....	\$175.00
Land Planner/Landscape Architect.....	\$145.00
I&C Specialist II.....	\$175.00
I&C Specialist I.....	\$145.00
Designer III.....	\$140.00
Designer II.....	\$125.00
Designer I.....	\$110.00
Sr. CAD Technician.....	\$90.00
CAD Technician.....	\$75.00
Sr Project Administrator.....	\$105.00
Project Administrator.....	\$90.00
Administrative Assistant.....	\$80.00
<u>Construction</u>	
Construction Administrator II.....	\$140.00
Construction Administrator I.....	\$115.00
Project Representative II.....	\$125.00
Project Representative I.....	\$100.00
<u>Field Services</u>	
Field Technician I.....	\$88.00
Field Technician II.....	\$115.00
Field Services Manager.....	\$138.00

Employee Classification	Per Diem Rates (Fee/Hour)
<u>Surveying</u>	
Sr. Surveyor/Project Manager I.....	\$155.00
Project Surveyor.....	\$140.00
Sr. Survey CAD Technician.....	\$120.00
Survey CAD Technician.....	\$100.00
Survey Field Supervisor.....	\$100.00
Project Coordinator I.....	\$100.00
Field Survey Party (One-Person Crew).....	\$90.00
Field Survey Party (Two- Person Crew).....	\$140.00
Field Survey Party (Three-Person Crew).....	\$175.00
Sr. Field Survey Party ((Two-Person).....	\$190.00
Sr. Field Survey Party (Three Person.....	\$225.00
<u>Subsurface Utility Engineering</u>	
Utility Engineering Sr. Project Manager.....	\$230.00
Utility Engineering Project Manager.....	\$188.00
Utility Coordinator I.....	\$110.00
Utility Engineering Technician I.....	\$79.00
Utility Engineering Technician II.....	\$94.00
Utility Engineering Analyst.....	\$106.00
Utility Engineering Specialist.....	\$141.00
Utility Engineering Party (2 Person Crew).....	\$188.00



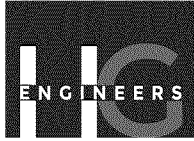
Gene I. Schmidt, P.E., CxA, LEED AP | Mechanical/Plumbing
Todd A. Nicholson, P.E., LEED AP | Electrical/Communications
Stuart C. Smith, P.E., S.I., LEED AP | Structural

SCG Hourly Billing Rates

PRINCIPAL	\$250.00
PARTNER	\$200.00
REGISTERED ENGINEER (P.E.)	\$184.61
RCDD	\$156.75
ENGINEER (E.I.T.)	\$139.56
ENGINEERING DESIGNER	\$126.62
CADD TECHNICIAN	\$114.11
ADMINISTRATIVE ASSISTANT	\$86.72
CONSTRUCTION MANAGER	\$129.64

DIRECT EXPENSE COSTS:

Fax Charges: \$1.00 per sheet
Copies: 0.10 per copy
Color Copies: \$0.75 per copy 8.5"x11"
\$1.50 per copy 11"x17"
Plots: \$0.18 per sq. ft.
Color Plots: \$0.78 per sheet
Computer: \$7.80 per hour
Mileage: \$0.625 per mile



BILLING RATE SCHEDULE – FISCAL YEAR 2023

BILLING RATES

A. PROFESSIONAL DESIGN SERVICES

Senior Professional Engineer – Electrical	\$257.00/hr
Project Degreed Engineer – Electrical	\$190.00/hr
Communications Design Professional	\$179.00/hr
LEED Design Professional	\$179.00/hr
Lighting Design Professional	\$168.00/hr
Lighting Controls Design Professional	\$168.00/hr
Construction Manager	\$151.00/hr
Commissioning Agent	\$151.00/hr
Senior Electrical Designer	\$123.00/hr
Electrical Designer	\$100.00/hr

B. PROFESSIONAL DRAFTING SERVICES

BIM Manager	\$151.00/hr
REVIT Drafting	\$ 90.00/hr
AutoCAD Drafting	\$ 78.00/hr

C. PROFESSIONAL TESTING SERVICES

30-Day Meter Installation & Evaluation	\$3,360/location
NICET Level II Technician	\$207.00/hr
Master Electrician	\$179.00/hr

D. ADMINISTRATIVE SUPPORT SERVICES

Manager of Contracts / Accounting / Human Resources	\$ 123.00/hr
Proposal Writer	\$ 89.00/hr
Marketing / Administrative Assistant	\$ 73.00/hr

ADDITIONAL BILLING EXPENSES

Printing Expense – 22x36	\$2.85 per sheet
Printing Expense – 24x36	\$2.80 per sheet
Printing Expense – 30x42	\$3.65 per sheet
Printing Expense – 11x17	\$1.95 per sheet
Mileage	\$0.655 per mile



LOGAN
— TECHNOLOGY GROUP —
918 HIGHWAY 98 EAST
DESTIN, FL 32541
O: 850.427.2140
F: 850.427-2141
WWW.LOGANTECHGROUP-LLC.COM

Logan Technology Group, LLC – Hourly Rates (FY 2023)

Principal Technology Consultant:	\$175.00
Technology Designer:	\$100.00
BIM/CAD Drafting:	\$70.00
Administrative / Clerical:	\$50.00

EXHIBIT C – INSURANCE REQUIREMENTS

Article 4 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 4 – INSURANCE

CONTRACTORS INSURANCE

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

BUSINESS AUTOMOBILE LIABILITY

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

COMMERCIAL GENERAL LIABILITY INSURANCE

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

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts, errors or omissions committed by the Contractor or its employees in performing its professional services under this contract.

Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

INSURANCE LIMITS OF LIABILITY

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

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

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the project name & number 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.

Sam Marshall Architects
850.982.2231 (cell)
850.433.7842 (office)
david@sammarshallarch.com

01.25.2023



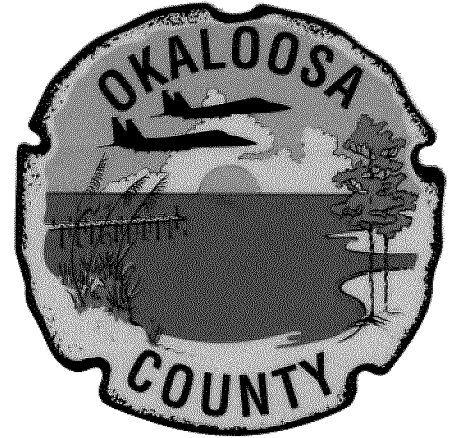
PLANNING AND DESIGN SERVICES FOR THE OKALOOSA COUNTY PUBLIC WORKS FACILITY & BRACKIN BUILDING

RFQ NUMBER: RFQ PW 19-23

SUBMITTED TO: Okaloosa County, Florida

SUBMITTED BY: Sam Marshall Architects





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1. LETTER OF INTEREST
2. PLANNING & DESIGN EXPERIENCE OF FIRM / TEAM MEMBERS
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5. ORGANIZATION & STAFFING
6. AVAILABILITY OF WORKLOAD AND WILLINGNESS TO MEET TIME REQUIREMENT
7. ADDITIONAL INFORMATION & COMMENTS
8. BUSINESS CREDENTIALS AND OTHER
9. FINANCIAL STABILITY



325 South Palafox Street
Pensacola, FL 32502
850. 433.7842

1. LETTER OF INTEREST



January 25, 2023

DeRita Mason, Sr., Contracts and Lease Coordinator
Okaloosa County Board of County Commissioners
1250 Eglin Parkway
Shalimar, FL 32579

Re: Planning and Design services for the Okaloosa County Public Works Facility & Brackin Building - RFQ PW 19-23

Dear Ms. Mason:

Sam Marshall Architects is pleased to submit this proposal for the **Okaloosa County Public Works Facility & Brackin Building**.

Our team is highly qualified to assist you in the planning and design of this project. Our past association as a member of your team, together with individual strengths in master planning, design of maintenance facilities, design of governmental operations facilities, and the integration of large-scale structures into the fabric of the surrounding environments, gives us a thorough understanding of some of the specific issues which must be addressed in the development of concepts for your projects.

Sam Marshall Architects offers a strong local presence. We pride ourselves on paying close attention to our client's needs and their projects. Our clients like that attention, as demonstrated by the extensive number of repeat clients we have worked for in the past.

Our consultants also have excellent experience in this project type. They are:

McKim Creed – civil engineers – a Pensacola based firm of engineers with specific experience in storm water issues, civil design, and utilities infra structures in the area and region.

Schmidt Consulting Group - mechanical, plumbing, structural engineers – from Pensacola, SCG has a strong local presence with experience in computer networks, lighting, air quality, emergency operations and maintenance facilities.

HG Engineers – electrical engineers – a Ft. Walton Beach based firm with vast experience in electrical design for facilities such as yours.

Logan Technology Group – Low voltage designers – This Destin based firm has relevant experience with us on numerous projects in the areas of Telecommunications, Audio Visual and Security.

1. LETTER OF INTEREST

The team assembled will bring to your projects an integrated multidisciplinary approach and an innovative, imaginative design process and solution to each task. This team will provide Okaloosa County with the following advantages:

- Successful experience as a team in satisfactorily meeting client expectations with sensitive designs and responsive service.
- Knowledge of local conditions, climate and building systems, and a local presence to respond quickly to client concerns and job site needs.
- Excellent and specific working relationships with facilities staff and administrators.
- Unblemished track record of budget and program compliance, achieved by constant updating of cost factors beginning with the program information and continuing through the entire design and documentation process. In projecting the building costs, we employ outside, independent cost estimators, informal estimating checks with local high quality construction companies, and our own in-house experience.
- Service oriented professionals who will be active throughout the course of the project and who will be available after construction.

We believe that the design of a building cannot be separated from its surroundings and that the designers must listen and respond to the needs of the owners and users. Our team has a long history of facilities planning. These experiences, make this a project well suited to the interests and skills of our team.

We look forward to the opportunity attend an interview and share ideas for your Public Works Facility and Brackin Building project.

Sincerely,

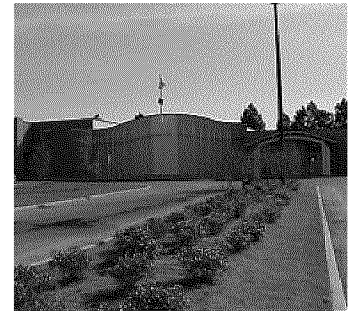
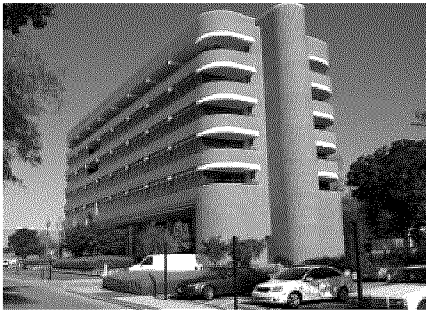


David Alsop, AIA, President

Sam Marshall Architects
325 S Palafox St.
Pensacola, FL 32502

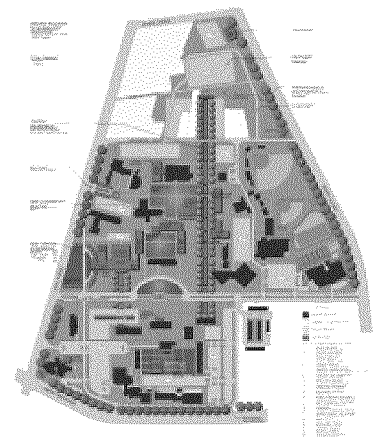
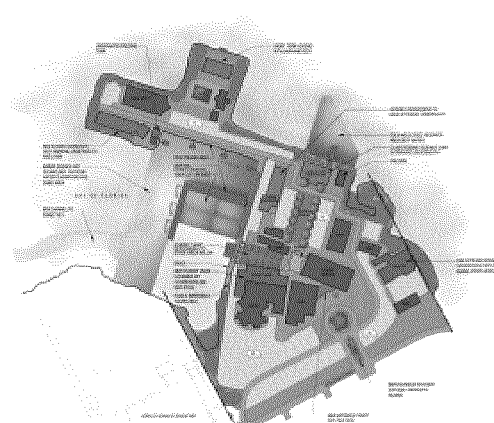
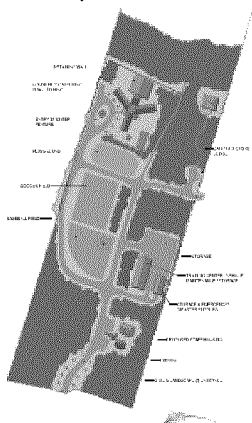
Over 50 years of Architectural Service | SAM MARSHALL ARCHITECTS

2. PLANNING & DESIGN EXPERIENCE OF FIRM / TEAM MEMBERS



- 1988 Judicial building study for Escambia county – this study was instrumental in getting a sales tax issue put together to fund an expansion that included the judicial complex and a host of other public projects.
- 1995 Santa Rosa County Space Needs Study – this analysis of all the county departments made projections for growth in 5, 10, 15 and 20 year increments and became the basis for 12 to 15 different construction projects including new construction, remodeling, renovation, property acquisitions and maintenance implementation.
- 1993 Okaloosa Walton Community-College (NWFSC) space needs analysis and campus master plan update – a specific study of the space needs for the arts curriculum that resulted in the development of a master plan to guide the growth of the campus for the next 20 years. The building program resulted in new construction and renovations.
- 1999 Escambia County Judicial Systems space needs study and programming – this in depth study of all the courts and court related departments resulted in over 30 million dollars of new construction, additions and renovations/remodeling of various facilities in the county.
- 2004 Okaloosa Walton Community-College master plan update – implemented the replacement and upgrades to the campus utility distributions systems and located the science technology building to fit the campus fabric. The results included implementation of several renovations and remodeling projects to make the most of the existing facilities and extend life expectancies.
- 2005 Pensacola City Hall space needs analysis and programming – the damage caused by Hurricane Ivan presented the city with the opportunity to examine growth patterns and space needs for the 20 year old seven story 88,000 square foot structure. The study results became the basis for renovation, remodeling and an addition to the city hall building as well as for the renovation of additional city property to create a new location for the city housing department.
- 2006 Okaloosa Walton College master plans update, programming and educational specifications – this project created a shared facility for the college and the county emergency operations center. The net result was a \$30,000,000 project allowing the campus to almost double the available building area, expand utilities, parking and plan for additional future growth.

- 2009 Safety Repairs Studies for the Escambia County School District – the study and documentation of conditions at various schools in locations throughout the district resulted in numerous small projects awarded in phases based on funding availability.
- 2008 Pensacola State College master plan update – this comprehensive assessment of the main campus facilities included the specific study of several studies utilizing the Castaldi Study Formula to determine the economic viability of either renovation or remodeling versus new construction. The results will shape the campus and facilitate budget requests related to construction dollars for the next 10 to 15 years.
- 2010 Florida Keys Community College master plan development – the southernmost educational facility in the state was in need of an analysis for space needs, building ages and conditions, best and highest use of the water front property and recommendations on acquisition of adjoining property. The resulting report is to be used as part of the SACS accreditation submittal and as a flexible guideline for future projects.
- 2016 Fort Walton Beach Facilities Assessment - The Study and documentation of facilities inventory and operational assessments for 13 sites and 26 buildings to determine conditions, establish priorities, and recommend improvements. Efforts included budget scoping and resulted in the construction of the field office complex to combine departments on one site in new facilities.
- 2018 Okaloosa County Courthouse - After an extensive needs analysis was completed, based on a 50 year growth plan, the Okaloosa County determined that they would need additional square footage that the existing facility would not be able to provide. After offering several design options, the County ultimately decided to proceed with the design and construction of a new facility that would provide them with growth ability for years to come.
- 2018 Ft. Walton Beach Field Office Complex - This project began with a complete assessment of all 24 City of Fort Walton Beach facilities and the development of a Master Plan for the 14 decentralized facilities and/or buildings, with a goal of addressing the current and future operational and space needs of the City.
- 2020 Reroofing of the Santa Rosa County Auditorium - The existing single ply roof was replaced to upgrade the facility to meet current windloads and to protect this important facility for years to come.



2. PLANNING & DESIGN EXPERIENCE OF FIRM / TEAM MEMBERS

City of Fort Walton Beach
FWB Field Office Complex

Fort Walton Beach, FL

DELIVERY METHOD	PROJECT COST	PROJECT SIZE	OWNER CONTACT
Design - Build	\$11,500,000	28,000 SF	Daniel Payne 850.833.9613 City of Fort Walton Beach Utilities Services Director

PROJECT DESCRIPTION

This project began with a complete assessment of all 24 City of Fort Walton Beach facilities and the development of a Master Plan for the 14 decentralized facilities and/or buildings, with a goal of addressing the current and future operational and space needs of the City. The project was completed in 4 Steps:

Step 1: Pre-Project defined administrative aspects of the project.

Step 2: Strategic Planning/Facility Review concluded the growth rate of the City in 20 years. Projection Modeling suggested the need for 101,794SF

Step 3: Staff and Space Programming defined a potential 20 year staff of 160, a space need of 98,413SF and a parking need of 1,021 spaces.

Step 4: Conceptual Design explored 10 site options and scenarios for both the City Hall and Field Office Complexes.

Initial Cost: \$11,500,000

Final Cost: GMP

Change Orders: N/A

Type of Contract: Design-Build

Start: 2018

Completion: 2019



DESIGN TEAM
Sam Marshall Architects
850.433.7842
 David Alsop
Principal-in-Charge
 Mike Marshall
Project Architect
 Jonathan Fish
Asst. Project Architect

ENGINEERS
Schmidt Consulting Group
 Gene Schmidt
MEP Principal
 Stuart Smith
Structural Principal
HG Engineers
 Dan White
Electrical Engineer

PROJECT RELEVANCE

- Detailed Needs Assessment & Feasibility Study Performed
- Similar Project to Yours
- Public Safety Project
- Same Proposed Design Team
- Multiple Departments Consolidated

2. PLANNING & DESIGN EXPERIENCE OF FIRM / TEAM MEMBERS

Okaloosa County New Okaloosa County Courthouse

Crestview, FL

DELIVERY METHOD	PROJECT COST	PROJECT SIZE	OWNER CONTACT
Design - Build	\$21,000,000	68,000 SF	Jason Autrey 850.689.5770 Okaloosa County Board of Commissioners

PROJECT DESCRIPTION

Originally built in 1953, and expanded in 1962, The Crestview Courthouse needed updating. The Design Build Team of Sam Marshall Architects, Securitecture (Joe Mrak, formally with RQAW) and Ajax Building Corporation was selected for the new design and renovation of the Okaloosa County Courthouse.

After an extensive needs analysis was completed, based on a 50 year growth plan, the County determined that they would need additional square footage that the existing facility would not be able to provide.

After offering several design options, the County ultimately decided to proceed with the design and construction of a new facility that would provide them with growth ability for years to come.

Initial Cost: \$26,000,000

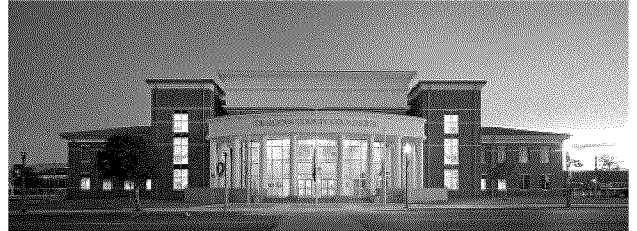
Final Cost: \$26,000,000

Change Orders: GMP

Type of Contract: Design-Build

Start: November 2016

Completion: August 2018



DESIGN TEAM
Sam Marshall Architects
850.433.7842

David Alsop
Principal-in-Charge

Mike Marshall
Project Architect

Jonathan Fish
Asst. Project Architect

ENGINEERS
Schmidt Consulting Group

Gene Schmidt
MEP Principal

Josh Logan
RCDD IT Systems

Stuart Smith
Structural Principal

HG Engineers
Dan White
Electrical Engineer

PROJECT RELEVANCE

- Detailed Needs Assessment & Feasibility Study Performed
- Project Within Okaloosa County
- Public Safety Project
- Same Proposed Design Team

2. PLANNING & DESIGN EXPERIENCE OF FIRM / TEAM MEMBERS

Santa Rosa County
Santa Rosa County Judicial Center Complex

Milton, FL

DELIVERY METHOD	PROJECT COST	PROJECT SIZE	OWNER CONTACT
Design - Build	\$42,000,000	115,000 SF	DeVann Cook 850.983.1879 Santa Rosa County County Administrator

PROJECT DESCRIPTION

The existing courthouse was designed with a single corridor, which created an unsafe condition and the original building systems were outdated, and had outlived their useful lifespans.

After an extensive needs analysis was completed, based on a 50 year growth plan, the County determined they would need 115,000 square footage of new space in a modern design that creates three paths of travel.

After offering several design options, the County ultimately decided to proceed with the design and construction of a new facility that would provide them with growth ability for years to come.

Initial Cost: \$42,000,000

Final Cost: GMP

Change Orders: N/A

Type of Contract: Design-Build

Start: November 2019

Completion: December 2022



DESIGN TEAM

Sam Marshall Architects

850.433.7842

David Alsop

Principal-in-Charge

Mike Marshall

Project Architect

Jonathan Fish

Asst. Project Architect

ENGINEERS

Schmidt Consulting Group

Gene Schmidt

MEP Principal

Stuart Smith

Structural Principal

HG Engineers

Dan White

Electrical Engineer

Logan Technology Group

Josh Logan

Audio-Visual / Telecom

McKim & Creed - Civil

Patrick Jehle

PROJECT RELEVANCE

- Detailed Needs Assessment & Feasibility Study Performed
- Public Safety Project
- Same Proposed Design Team
- Multiple Departments Consolidated
- High Public Visitation

2. PLANNING & DESIGN EXPERIENCE OF FIRM / TEAM MEMBERS

Northwest Florida State College
New Student Services Building

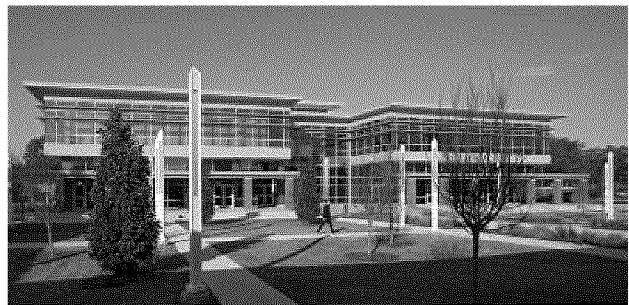
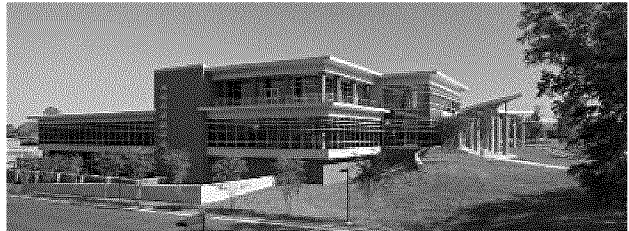
Niceville, FL

DELIVERY METHOD	PROJECT COST	PROJECT SIZE	OWNER CONTACT
Construction Management	\$16,500,000	110,000 SF	Randy White 850.729.6404 Northwest Florida State College Vice President

PROJECT DESCRIPTION

The New 3-Story Student Services Building serves approximately 6,000 Students. Services offered in this facility include the Business Office, Testing Areas, Administrative Offices, Student Enrollment and a Full Scale Dining Facility.

This facility also serves the community through its availability to the Public for a variety of meetings and social events. The 3rd floor is home to Costas Leadership Institute offering a number of Continuing Education Courses through out the year.



- Initial Cost:** \$17,128,120
- Final Cost:** \$16,500,000
- Change Orders:** ODP
- Type of Contract:** Construction Management
- Start:** September 2010
- Completion:** December 2012

<p>DESIGN TEAM Sam Marshall Architects 850.433.7842 David Alsop <i>Principal-in-Charge</i> Mike Marshall <i>Project Architect</i> Jonathan Fish <i>Asst. Project Architect</i></p>	<p>ENGINEERS Schmidt Consulting Group Gene Schmidt <i>MEP Principal</i> Stuart Smith <i>Structural Principal</i> HG Engineers Dan White <i>Electrical Engineer</i> McKim & Creed Patrick Jehle <i>Civil Engineer</i></p>
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PROJECT RELEVANCE

- NWFSC is a "REPEAT" Client
- Project Within Okaloosa County
- Same Proposed Team
- Public Entity Project

2. PLANNING & DESIGN EXPERIENCE OF FIRM / TEAM MEMBERS

Northwest Florida State College
Maintenance Building

Niceville, FL

DELIVERY METHOD	PROJECT COST	PROJECT SIZE	OWNER CONTACT
Owner Built	(see owner)	25,000 SF	Randy White 850.729.6404 Northwest Florida State College Vice President

PROJECT DESCRIPTION

This new Maintenance Building provided Northwest Florida State College with much needed maintenance, office, and storage space. The building is located on the back side of campus along a loop road for ease of access to all college facilities.

It was constructed in 2014 and was designed to exceed their needs for future growth. The building is mostly open bays that are accessed by large coiling doors. The maintenance department has customized the space to meet changing needs since the project was completed. The project also included a pole barn for storing vehicles and implements.



Sam Marshall Architects

850.433.7842

David Alsop

Principal-in-Charge

Mike Marshall

Project Architect

Jonathan Fish

Asst. Project Architect

Schmidt Consulting Group

Gene Schmidt

MEP Principal

Stuart Smith

Structural Principal

HG Engineers

Dan White

Electrical Engineer

Jehle-Halstead

Patrick Jehle

Civil Engineer

PROJECT RELEVANCE

- NWFSC is a "REPEAT" Client
- Project Within Okaloosa County
- Same Proposed Team
- Public Entity Project
- Similar Project Type

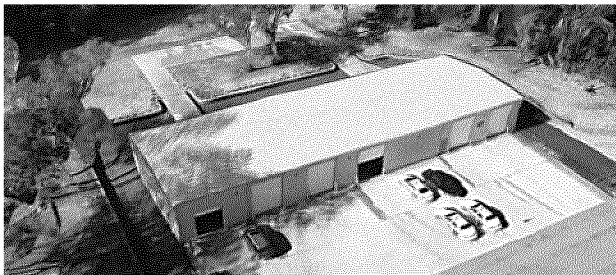
2. PLANNING & DESIGN EXPERIENCE OF FIRM / TEAM MEMBERS

Northwest Florida State College
Buildings 560 & 710

Niceville, FL

DELIVERY METHOD	PROJECT COST	PROJECT SIZE	OWNER CONTACT
560 - Owner Built 710 - Owner Built	(see owner) (see owner)	8,500 SF 7,500SF	Randy White 850.729.6404 Northwest Florida State College Vice President

PROJECT DESCRIPTION

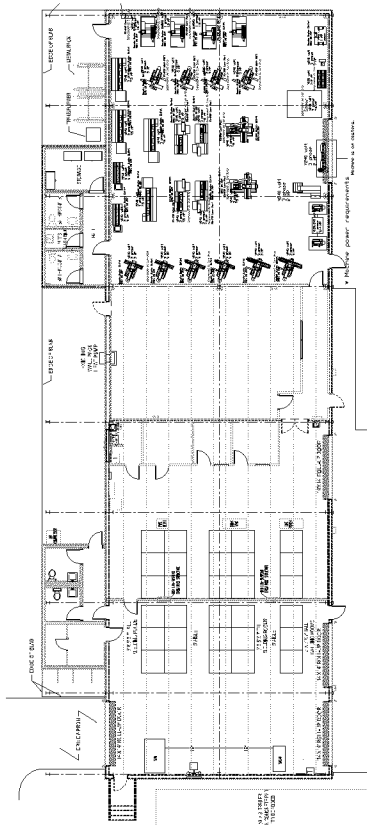


Building 560 at Northwest Florida State College was a renovation and addition to an existing metal building for the teaching of welding. This building is served by coiling doors with concrete aprons on both sides for deliveries and outdoor work. The teaching labs are large open spaces containing welding booths and other machining equipment. Material storage rooms and restrooms front the labs.

The equipment is mechanically ventilated and make up air is provided through the HVAC system. The electrical service for the building was upgraded to accommodate the additional welding equipment.

Building 710 Is the Public Safety Building at the Niceville campus of Northwest Florida State College.

This 7,500 square foot building was designed to support the Public Safety Training and Education program at the College and is located adjacent to the driving range or skid pad. It contains open bays for vehicle storage and maintenance, Offices, a Training Room and restrooms. It is designed to be easily expanded should the programs needs change over time.



<p>DESIGN TEAM Sam Marshall Architects 850.433.7842 David Alsop <i>Principal-in-Charge</i> Mike Marshall <i>Project Architect</i> Jonathan Fish <i>Asst. Project Architect</i></p>	<p>ENGINEERS Schmidt Consulting Group Stuart Smith <i>Structural Principal</i> HG Engineers Dan White <i>Electrical Engineer</i></p>
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PROJECT RELEVANCE

- NWFSC is a "REPEAT" Client
- Project Within Okaloosa County
- Same Proposed Team
- Public Entity Project

2. PLANNING & DESIGN EXPERIENCE OF FIRM / TEAM MEMBERS

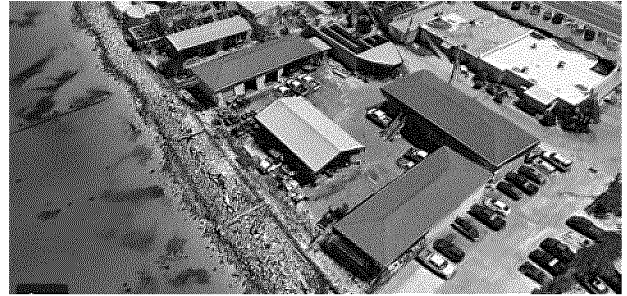
Santa Rosa Island Authority
Maintenance Buildings

Pensacola Beach, FL

DELIVERY METHOD Bid	PROJECT COST \$450,000	PROJECT SIZE 5,000 SF	OWNER CONTACT Kirk Troil \ 850.595.4719 Santa Rosa Island Authority
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PROJECT DESCRIPTION

The Santa Rosa Island Maintenance Facility provided vehicle bays and storage facilities for the operations of the Maintenance Department on Santa Rosa Island. The project consisted of two buildings. Both buildings are less than 50 feet from the water so special care had to be taken to design them so would not only stand up to heavy daily use but the salt spray and high winds of a coastal environment. Since their completion in 2006 they have weathered numerous storm events and continue to handle the daily requirements of the maintenance department.



Initial Cost: \$450,000
Final Cost: \$450,000
Change Orders: \$0
Type of Contract: Bid
Start: 2006
Completion: 2006

<p>Sam Marshall Architects 850.433.7842</p> <p>Mike Marshall <i>Principal-in-Charge</i></p> <p>Jonathan Fish <i>Project Architect</i></p>	<p>Schmidt Consulting Group Gene Schmidt <i>MEP Principal</i></p>
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PROJECT RELEVANCE

- Public Entity Project
- Maintenance Buildings
- Vehicular Bays
- Interior & Exterior Work Spaces
- Coastal Environment

2. PLANNING & DESIGN EXPERIENCE OF FIRM / TEAM MEMBERS

Santa Rosa County
Administrative Office Complex

Pensacola Beach, FL

DELIVERY METHOD	PROJECT COST	PROJECT SIZE	OWNER CONTACT
Bid In Phases	\$4,300,000 (Initial Project) Phased into several projects	105,000 SF	DeVann Cook / 850.983.1855 Santa Rosa County

PROJECT DESCRIPTION

This project added onto and renovated an existing shopping center into a new home for the Santa Rosa County government. The Property Appraiser, Tax Collector, the Supervisor of Elections, and the Procurement Department have offices located here. A subsequent project created space for the Clerk of Court and State Attorney’s office. The complex houses the offices for the Santa Rosa County Commissioners and a Board of County Commissioners Meeting Room.

Locating these various governmental functions within one building has created a convenient location for those who have business with the County and more efficiency in working between departments.

This is a high public visitation facility. A large lobby accommodates visitors to County Commission meetings. Service lobbies and counters help departments to meet and serve customers. The Tax Collectors office has a drive-up window for the convenience of those dropping off payments.

- Initial Cost:** \$4,300,000
- Final Cost:** Not Available
- Change Orders:** \$400,000
- Type of Contract:** Bid In Phases
- Start:** 1997 (Initial Project)
- Completion:** 2002 (Phases 2-5)



<p>DESIGN TEAM Sam Marshall Architects 850.433.7842 David Alsop <i>Principal-in-Charge</i> Mike Marshall <i>Project Architect</i></p>	<p>ENGINEERS Schmidt Consulting Group Gene Schmidt <i>MEP Principal</i></p>
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PROJECT RELEVANCE
<ul style="list-style-type: none"> ■ Public Entity Project ■ Addition & Renovation ■ Government Offices ■ High Public Visitation ■ Multiple Departments Consolidated

2. PLANNING & DESIGN EXPERIENCE OF FIRM / TEAM MEMBERS

City of Pensacola
 VT Mobile Aerospace Engineering, Inc. Maintenance Hangar

DELIVERY METHOD	PROJECT COST	PROJECT SIZE	OWNER CONTACT
CM	\$37,500,000 (Initial Project)	173,452 SF	Daniel E. Flynn / 850.436.5000 Pensacola International Airport City of Pensacola

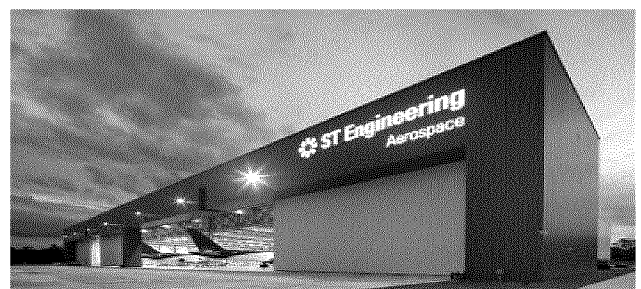
PROJECT DESCRIPTION

Schmidt Consulting Group, Inc., now IMEG, provided multi-discipline planning, design, and construction phase services for the new Maintenance, Repair, and Overhaul (MRO) Hangar at the Pensacola International Airport. The hangar superstructure is a pre-engineered metal building system spanning over 173,500ft². It can accommodate two of the largest version of the 777 wide-body series, or six A321 narrow-body aircraft. The complete facility includes a two (2) phase development.

Structural engineering design includes the foundation system for the hangar consisting of a combination of deep and shallow foundations. The hangar superstructure is a pre-engineered metal building system.

Mechanical engineering design for the new facility HVAC system includes multiple chilled water air handlers to provide comfort conditioning for the office-type and workshop areas. The chilled water system consists of one 200-ton air-cooled chiller serving a variable primary pumping chilled water distribution system with a single distribution loop.

- Initial Cost:** \$37,500,000
- Final Cost:** \$37,500,00
- Change Orders:** \$0
- Type of Contract:** CM
- Start:** 2017
- Completion:** 2018



ENGINEERING - STRUCTURAL, MECHANICAL, PLUMBING, ELECTRICAL, AND COMMUNICATIONS DESIGN

Schmidt Consulting Group
 Gene Schmidt
 MEP Principal

Stuart Smith
 Structural Principal

PROJECT RELEVANCE

- Large Maintenance Facility
- Site Preparation / Stormwater Management System
- Public Entity Project

3. PROJECT UNDERSTANDING AND APPROACH

1. Project Understanding:

We understand that this project will include the relocation of Public Works to a new facility at County owned property. The new facility will be designed to accommodate the Administrative Section, Engineering, Road Maintenance, Fleet Maintenance and Mosquito Control. We recently completed a similar project for the City of Ft. Walton Beach.

The Brackin Building, the current home for Okaloosa County administrative offices will be renovated and expanded on adjacent County owned property to accommodate the needs of the Supervisor of Elections, Tax Collector and Property Appraiser. Space for additional service counters and Board of County Commissioner chambers may also be included. We are familiar with the Brackin Building and the adjacent property.

11. Project Approach:

We believe collaboration between all stakeholders is the best way to design to meet your needs. For your project, we will establish a committee made up of administrators and heads of all the departments. With this group, members of our design team will conduct intensive programming sessions over a short period of time to establish needs, goals and concepts for the Okaloosa County Public Works Facility and Brackin Building.

At the end of this effort, we will produce schematic design. Upon approval of Schematic Design, we will proceed with Design Development. A more in-depth review will be conducted with you before we begin Construction Documents. Construction Documents will be submitted for plans review and permits by the authorities having jurisdiction. We are happy to assist in the selection of a qualified general contractor.

We will be on site as often as necessary to see that the project is built as it was designed and to provide guidance to the builders on critical details.

Our team has a strong sense of ownership of the projects with which we have been entrusted that extends beyond final completion. Of note is our involvement during the year following substantial completion to see that problems are addressed and corrected before warranties expire.

Sam Marshall Architects (SMA) will work to ensure Okaloosa County's projects are delivered on time, in budget and with the highest quality and efficiency. Our approach is multi-faceted and will exceed all of your expectations. The following topics are discussed throughout this section:

3. PROJECT UNDERSTANDING AND APPROACH

Team Kick-Off Meeting	Bidding/Negotiations
Work Management Plan	Construction Administration
Programming	Scheduling
Schematic Design/Design Development	Cost Control Methods/Value Engineering Options
Construction Documents	Quality Control

TEAM KICK - OFF MEETING

At the beginning of a project, our team will conduct a meeting to organize the team and foster a partnership between all members. During these workshops:

- The project team identifies all project goals.
- The results of the meeting are incorporated into a proposed scope of work.
- This scope of work defines Sam Marshall Architects understanding of the project and the technical approach required to complete the project.

PROPOSED WORK MANAGEMENT PLAN

The following outlines our Work Management Plan in detail and according to phase. Please note that some of the items may or may not be required depending upon the level of Design Criteria provided to the design team prior to beginning the project.

DELINEATION OF TASKS

- Conduct Kick-Off Meeting.
- Analyze site(s) and determine site constraints.
- Determine County's needs and develop schematic design concept(s).
- Determine spatial needs and interior adjacencies and how they will affect circulation, security and efficiency.
- Conduct team "Charrettes" (workshop) and develop building program using information gathered in studies listed above.
- Confirm all program and budget requirements with the County.
- Integrate program elements into design Development.
- Schedule coordination meetings and review periods.
- Investigate systems cost and construction techniques for maximum economy.
- Develop a timeline and document production schedule.

PROGRAMMING

This effort begins with a review and completion of the owners needs assessment. The projects will be analyzed and prioritized to develop plans for repair, renovation or replacement based on the highest and best use of each facility.

Input is sought from staff and user groups to learn what conditions are present and what has worked in the past as well as what has not. This approach helps define the scope for the best long term decision, saving staffing costs and improving efficiency.

User input will be organized by our team for consensus of a plan and a process for funding that is achievable within your means. Sam Marshall Architects has a proven process of conducting meetings to inform and gather valuable input for governmental projects.

3. PROJECT UNDERSTANDING AND APPROACH

SCHEMATIC DESIGN & DESIGN DEVELOPMENT

Sam Marshall Architects has experience with similar processes and facilities on multiple scales, that not only met budgets and time lines but exceed expectations and enhanced functions to save owners on operating and staffing costs.

SMA will select consultants for your projects as needed. We select firms not only for their technical expertise but those with philosophies similar to ours. Those philosophies include service to clients, attention to detail and follow through on projects. David Alsop will manage the efforts of the consultant team to ensure they are focused on addressing the specific needs of each of your projects.

CONSTRUCTION DOCUMENTS & CEI / CONSTRUCTION ADMINISTRATION

Sam Marshall Architects will prepare design documents that are fully vetted, prepared by professionals with direct involvement, and reviewed by local contractors that understand the economy, the work force, the environment /climate and the importance of robust coastal construction.

Our team will provide cost and schedule control that is achieved with constant updates, clear and concise communications and review by outside experts in each area for the best results.

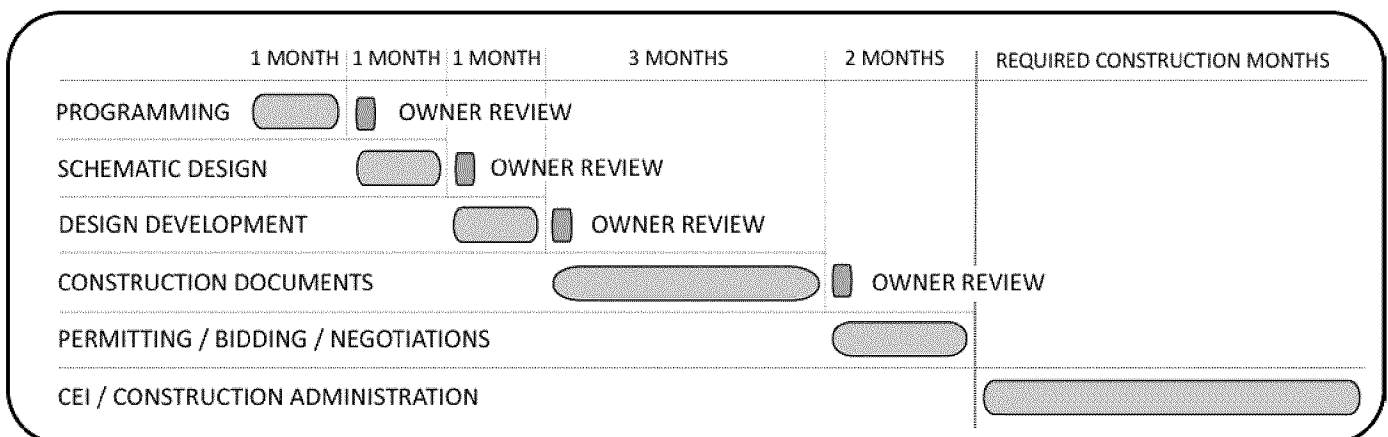
We will follow up on completed facilities to verify the results of the work we achieve together and show accountability. We routinely perform post occupancy evaluations on the performance of our projects to assist owners with planning for future projects.

WHAT MAKES SAM MARSHALL ARCHITECTS THE RIGHT CHOICE

SMA should be awarded this engagement because of our understanding of your needs, because of our qualifications as demonstrated by similar projects and because of a solid plan to help you achieve your goals of planning for the growth of your community.

PROJECT SCHEDULE

Sam Marshall Architects is ready to engage with the owner to understand your needs and work to meet the schedule. Please see item # 6 for a simple Gantt chart outlining the timeline for your project.



4. CEI EXPERIENCE OF FIRM / TEAM MEMBERS

The hallmark of Sam Marshall Architects has been our involvement during the construction of our projects. We are on site as often as necessary to see that projects are built as they have been designed and to provide guidance to the builders on critical details. Because of this effort, our projects have an enviable record of on time delivery and a very low rate of change orders.

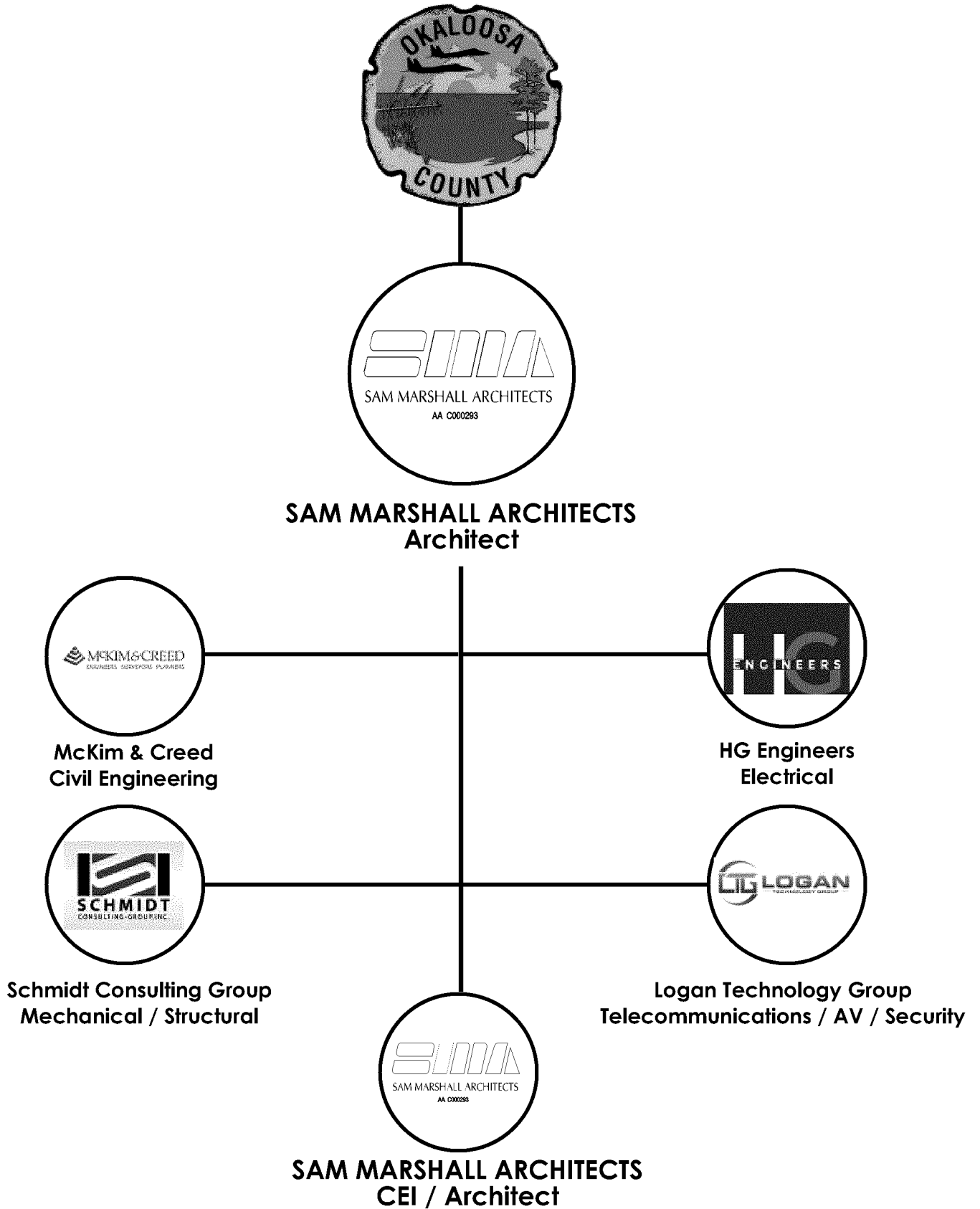
David Alsop will serve as the Principal in Charge for your project. In this role he will be your primary contact during all phases of the project including Construction Administration. He will be onsite alongside the Project Architect to observe that construction is being completed in accordance with the design.

David has forty-two years of experience providing construction administration on projects of all types and sizes. His even-handed approach to this phase of the work results in low change order rates and projects being completed on time.

Jonathan Fish will serve as the Project Architect. Jonathan will be responsible for design through project completion. Jonathan has been with Sam Marshall Architects for eighteen years. He has served in this role on numerous projects. Most recently, Jonathan was the project Architect for the Santa Rosa County Courthouse. His involvement during construction ensured that the courthouse was well built and that all systems were integrated.



5. ORGANIZATION & STAFFING



5. ORGANIZATION & STAFFING

LEGAL COMPANY NAME:	 SAM MARSHALL ARCHITECTS Sam Marshall Architects, P.A.
PRIMARY CONTACT:	David Alsop, President
PHONE NUMBER:	850.433.7842
EMAIL:	david@sammarshallarch.com
YEARS IN BUSINESS:	61
LEGAL BUSINESS DESCRIPTION:	S Corporation
TOTAL # OF EMPLOYEES:	5 (4 Architects)
ADDRESS	325 South Palafox Street Pensacola FL 32502



SAM MARSHALL ARCHITECTS

Sam Marshall Architects (SMA) is a small group of design oriented professionals organized to provide comprehensive design and planning services for a wide variety of projects. Located in Pensacola, SMA offers a **strong local presence of service-oriented architects, designing for local conditions with experience in public projects with expertise in institutional and governmental projects.**

SMA will provide engineering consultants selected together with Okaloosa County as suitable partners with specific expertise for each task. This includes but is not limited to Structural, Mechanical, Electrical, Telecom, Security, Landscape, or other disciplines.

Sam Marshall Architects was formed in 1962 Pensacola and has been operating continuously for the past 61 years. All members of our firm have had experience in project planning, design, and implementation. SMA has had no changes in organization, focus or leadership in the past 10 years and do not anticipate any in the near future. SMA is purposefully a small firm. This causes us to take on projects to which we can devote our full time and attention.

EMPLOYMENT PROFILE

*The chart below represents the number of SMA employees by discipline group.

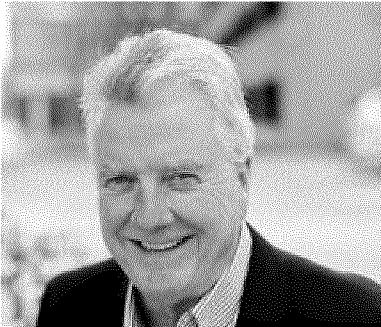
SMA STAFF	TOTAL EMPLOYEES
Accounting	1
Architects	4
TOTAL	5
LEED Accredited Professionals	1

5. ORGANIZATION & STAFFING

DAVID ALSOP, AIA
PRINCIPAL-IN-CHARGE



SAM MARSHALL ARCHITECTS



EDUCATION: BACHELOR OF ARCHITECTURE
UNIVERSITY OF SOUTHWESTERN LOUISIANA

YEARS OF EXPERIENCE: 43 YEARS | 40 YEARS WITH SMA

CERTIFICATIONS: REGISTERED ARCHITECT - FL, LA
NCARB CERTIFICATE

CITY OF RESIDENCE: GULF BREEZE, FL

TIME ASSIGNED: 60%

David will serve as Design Principal-in-Charge. In this role, David will review all design documents from concepts through construction documents and lend assistance for contractor selection and contract administration. He will be the design team’s point of contact to ensure timely response and short lines of communication. He will coordinate the efforts of the design team with Okaloosa County. He will also be responsible for construction administration to make sure the project is completed as it has been designed.



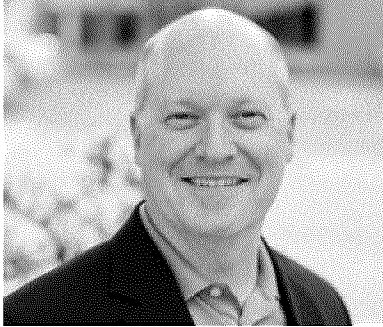
PUBLIC FACILITY DESIGN EXPERTISE | MASTER PLANNING | FEASIBILITY STUDY EXPERTISE

RELATED PROJECT EXPERIENCE	COST	SIZE
Santa Rosa County Judicial Center Complex	\$42,800,000	115,000 SF
Fort Walton Beach Field Office Complex	\$11,500,000	28,000 SF
Northwest Florida State College Student Services Center	\$16,500,000	77,000 SF
Northwest Florida State College Building K Renovation	\$5,500,000	33,000 SF
New Okaloosa County Courthouse	\$21,000,000	68,000 SF
Northwest Florida State College Community Services Complex	\$30,000,000	120,000 SF
Mattie Kelly Arts Center Northwest Florida State College	\$25,000,000	115,000 SF

5. ORGANIZATION & STAFFING



JONATHAN FISH, AIA, CSI, CDT
PROJECT ARCHITECT



EDUCATION: BACHELOR OF ARCHITECTURE
MISSISSIPPI STATE UNIVERSITY

YEARS OF EXPERIENCE: 24 YEARS | 18 YEARS WITH SMA

CERTIFICATIONS: REGISTERED ARCHITECT - FL
NCARB CERTIFICATE
CSI CDT (CONSTRUCTION DOCUMENTS TECH)

CITY OF RESIDENCE: PENSACOLA, FL

TIME ASSIGNED: 50%

Jonathan will serve as Project Architect. He will assist with production of the construction documents including field investigation, coordination with consultants, code research and assist with construction administration. He will work under the direction of David Alsop.



PUBLIC FACILITY DESIGN EXPERTISE | MASTER PLANNING | FEASIBILITY STUDY EXPERTISE

RELATED PROJECT EXPERIENCE	COST	SIZE
Santa Rosa County Judicial Center Complex	\$42,000,000	115,000 SF
Northwest Florida State College Student Services Center	\$16,500,000	77,000 SF
Northwest Florida State College K Building Renovation	\$5,500,000	33,000 SF
Okaloosa County Courthouse	\$21,000,000	68,000 SF
City of Pensacola City Hall Renovation & Addition	\$7,870,000	95,600 SF
Escambia County Escambia High School Renovation of Buildings 5 & 6	\$1,700,000	17,000 SF
Brown Barge Middle School Media Center Renovation	\$660,000	6,000 SF
Ernest Ward Middle School	\$16,000,000	95,000 SF

5. ORGANIZATION & STAFFING

MIKE MARSHALL, AIA, CSI
 ASSISTANT PROJECT ARCHITECT



EDUCATION: MASTER OF ARCHITECTURE
 TEXAS A&M UNIVERSITY

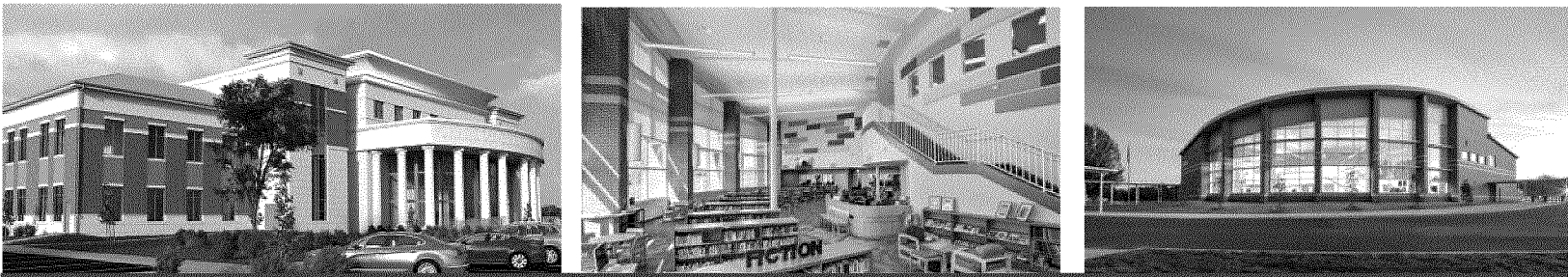
YEARS OF EXPERIENCE: 35 YEARS | 35 YEARS WITH SMA

CERTIFICATIONS: REGISTERED ARCHITECT - FL, AL
 NCARB CERTIFICATE
 LEED AP

CITY OF RESIDENCE: PENSACOLA, FL

TIME ASSIGNED 40%

Mike will serve as Assistant Project Architect. He will be responsible for production of documents including field investigation, coordination with consultants, code research and production of construction documents. He will work under the direction of the Design Principal-in-Charge, David Alsop.



PUBLIC FACILITY DESIGN EXPERTISE | MASTER PLANNING | FEASIBILITY STUDY EXPERTISE

RELATED PROJECT EXPERIENCE	COST	SIZE
Northwest Florida State College Student Services Center	\$16,500,000	77,000 SF
Northwest Florida State College Building K Renovation	\$5,500,000	33,000 SF
Santa Rosa County Auditorium Reroofing	\$145,000	NA
Navarre Beach Restroom Building	\$986,000	1,500 SF
Pensacola State College Edward M. Chadbourne Library Renovation & Addition	\$6,500,000	66,000 SF
Hobbs Middle School Renovations	\$1,565,000	15,000 SF
University of West Florida Hopkins Hall Renovation & Addition	\$1,000,000	23,250 SF
Ernest Ward Middle School	\$16,000,000	95,000 SF

5. ORGANIZATION & STAFFING

LUKE MARSHALL, AIA, CSI
ASSISTANT PROJECT ARCHITECT



EDUCATION: BACHELOR OF ARCHITECTURE
 MISSISSIPPI STATE UNIVERSITY

YEARS OF EXPERIENCE: 6 YEARS | 4 YEARS WITH SMA

CERTIFICATIONS: REGISTERED ARCHITECT - FL
 NCARB CERTIFICATE

CITY OF RESIDENCE: PENSACOLA, FL

TIME ASSIGNED: 50%

Luke will serve as Assistant Project Architect. He will assist will production of the documents including field investigation, coordination with consultants, code research and production of construction documents. He will work under the direction of the Project Architect, Jonathan Fish.



PUBLIC FACILITY DESIGN EXPERTISE | MASTER PLANNING | FEASIBILITY STUDY EXPERTISE

RELATED PROJECT EXPERIENCE	COST	SIZE
Santa Rosa County Courthouse	\$42,000,000	115,000 SF
Gulf Breeze Police Department Renovation and Replacement	\$2,400,000	4,107 SF
Dollarhides Design and Newberry Redesign	\$659,000 Est.	
Ft. Walton Beach EOC Study		
Hobbs Middle School Energy Upgrades	\$1,600,000	15,000 SF
Escambia County Auditoriums	\$10,000,000	16,000 SF
Escambia County Sherriff's Firing Range	\$1,200,000	8,000 SF
Hall Center Renovations	\$1,200,000	

5. ORGANIZATION & STAFFING

PATRICK JEHLLE, PE
CIVIL ENGINEER



EDUCATION: B.S., CIVIL ENGINEER, GEORGIA INSTITUTE OF TECHNOLOGY

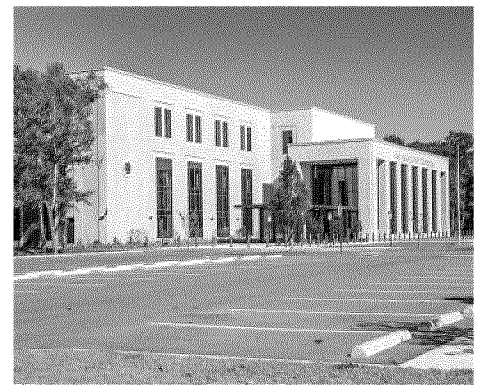
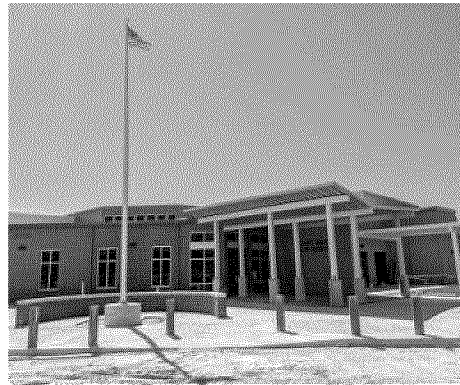
YEARS OF EXPERIENCE: 17 YEARS | 15 WITH MCKIM & CREED

CERTIFICATIONS: PROFESSIONAL ENGINEER - FL, AL
FDEP QUALIFIED STORMWATER MGMT.

CITY OF RESIDENCE: GULF BREEZE, FL

TIME ASSIGNED: 35%

Mr. Jehlle has over 15 years of experience in Civil Engineering project design and management, including extensive experience across the public, private, institutional and defense sectors. He has specific experience with the design of public and institutional facilities, and recently served as Civil Project Manager and Engineer of Record for the new Judicial Center Complex in Santa Rosa County. Patrick is skilled in the management of special projects that demand multi-disciplined teams and diverse capabilities. He is a proven leader and consensus builder when numerous stakeholders are involved, and is a skilled public speaker.



ROBUST PUBLIC & INSTITUTIONAL FACILITY EXPERIENCE | STORMWATER MANAGEMENT | CONSENSUS BUILDER & PUBLIC SPEAKER

RELATED PROJECT EXPERIENCE

RELATED PROJECT EXPERIENCE	COST	SIZE
*Santa Rosa County Judicial Center Complex	\$42,800,000	20 Acres
New East Bay K8 School Campus	\$1,253,772	20 Acres
*Northwest Florida State College Student Services Center	\$16,500,000	8.5 Acres
*Escambia County Sheriff's Firing Range	\$1,900,00	1.0 Acre
*City of Gulf Breeze New Police Station	\$4,500,000	1.0 Acre
*Northwest Florida State College Community Services Complex	\$30,000,000	45 Acres
Northwest Florida State College Stormwater Master Plan	Included in NW Florida State College Student Svcs. Ctr.	264 Acres

* Indicates prior role as a sub-consultant to SMA

5. ORGANIZATION & STAFFING

GENE I. SCHMIDT, PE, CXA, CPD, LEED AP BD+C
MECHANICAL ENGINEER



EDUCATION: BACHELOR OF SCIENCE, MECHANICAL ENGINEERING
UNIVERSITY OF FLORIDA

YEARS OF EXPERIENCE: 42 YEARS | 35 YEARS WITH SCG

CERTIFICATIONS: PROFESSIONAL ENGINEER - FL, AL, CA, GA, LA, MS, OH, SC; NCEES; AABC CXA; CPD; USGBC LEED ACCREDITED BD+C PROFESSIONAL

CITY OF RESIDENCE: PENSACOLA, FL

TIME ASSIGNED: 60%

Mr. Schmidt has led SCG for over 30 years and has extensive experience in all aspects of the design/construction process for administrative and civic projects for commercial and municipal facilities including planning, facility assessments and other studies, construction administration; mechanical, HVAC, fire protection, and plumbing design; and commissioning. He has specialized experience in energy conservation, indoor air quality investigations/remediation, and geothermal design. His extensive design experience, coupled with his understanding of mechanical systems operations and maintenance, provides him with an ideal background for this project.



PUBLIC FACILITY DESIGN EXPERTISE | CONSTRUCTION LEVEL ENGINEERING PLANS, ADMINISTRATION, AND INSPECTION

RELATED PROJECT EXPERIENCE	COST	SIZE
Santa Rosa County Judicial Center Complex	\$42,800,000	115,000 SF
City of Gulfport Municipal Complex and Police Headquarters	\$20,000,000	57,000 SF
Northwest Florida State College Student Services Center	\$16,500,000	77,000 SF
Northwest Florida State College Building K Renovation	\$5,500,000	33,000 SF
New Okaloosa County Courthouse	\$21,000,000	68,000 SF
Northwest Florida State College Community Services Complex	\$30,000,000	120,000 SF
Escambia County One Stop Facility	\$11,000,000	76,000 SF

5. ORGANIZATION & STAFFING

STUART C. SMITH, PE, SI, LEED AP
STRUCTURAL ENGINEER



EDUCATION: BACHELOR OF SCIENCE, CIVIL ENGINEERING, STRUCTURES
UNIVERSITY OF ARIZONA

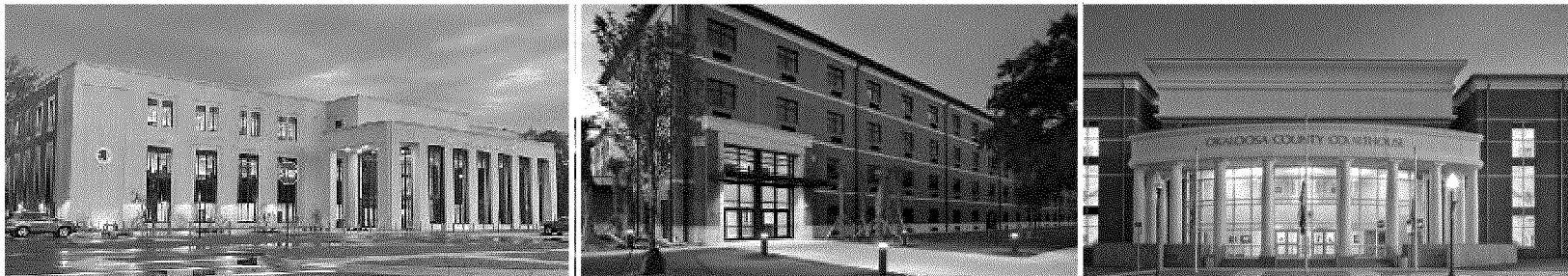
YEARS OF EXPERIENCE: 36 YEARS | 21 YEARS WITH SCG

CERTIFICATIONS: PROFESSIONAL ENGINEER - FL, AL, GA, IN, LA, MS, SC, TX; NCEES; IBCC BUILDING INSPECTOR, REGISTERED SPECIAL INSPECTION, USGBC LEED ACCREDITED PROFESSIONAL

CITY OF RESIDENCE: PENSACOLA, FL

TIME ASSIGNED: 60%

Mr. Smith has over 30 years of experience providing structural design for administrative and civic projects for municipal and commercial facilities. He has extensive experience in all aspects of the structural design and construction process including planning and programming; facility assessments and studies; and construction administration. As a LEED Accredited Professional, he has thorough understanding of energy efficiency and solutions to minimize energy costs. Mr. Smith excels at value engineering concepts and controlling project costs to meet strict budget requirements.

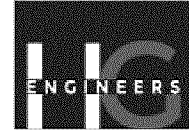


PUBLIC FACILITY DESIGN EXPERTISE | CONSTRUCTION LEVEL ENGINEERING PLANS, ADMINISTRATION, AND INSPECTION

RELATED PROJECT EXPERIENCE	COST	SIZE
Santa Rosa County Judicial Center Complex	\$42,800,000	115,000 SF
City of Gulfport Municipal Complex and Police Headquarters	\$20,000,000	57,000 SF
Northwest Florida State College Student Services Center	\$16,500,000	77,000 SF
Northwest Florida State College Building K Renovation	\$5,500,000	33,000 SF
New Okaloosa County Courthouse	\$21,000,000	68,000 SF
Northwest Florida State College Community Services Complex	\$30,000,000	120,000 SF
Escambia County One Stop Facility	\$11,000,000	76,000 SF

5. ORGANIZATION & STAFFING

DAN WHITE, P.E. LEED AP (BD+C)
ELECTRICAL ENGINEER



EDUCATION: BACHELOR OF SCIENCE IN ELECTRICAL ENGINEERING
AUBURN UNIVERSITY

YEARS OF EXPERIENCE: 15 YEARS | 15 YEARS WITH HG ENGINEERS

CERTIFICATIONS: REGISTERED ENGINEER - FL, AL, NC

CITY OF RESIDENCE: DESTIN FL

Dan has 15 years of degreed consulting engineering and seven years of experience working for a consulting engineer company prior to obtaining his degree. He leads the engineering for architectural design services. He has field experience as a project engineer surveying power systems on military projects across the continental United States and internationally in Germany and Japan. His design experience includes military, schools, multi-family housing, airport terminals, churches, parks, and commercial buildings.



ENGINEERING FOR ARCHITECTURE | TESTING MAINTENANCE | PROTOTYPE DESIGN

RELATED PROJECT EXPERIENCE	COST	SIZE
Fort Walton Beach Field Office Complex	\$11,500,000	28,000 SF
Okaloosa County Administration Building	\$12,000,000	63,653 SF
Santa Rosa County Judicial Center Complex	\$42,800,000	115,000 SF
New Okaloosa County Courthouse	\$21,000,000	68,000 SF
Northwest Florida State College Community Services Complex	\$30,000,000	120,000 SF
BDS Transportation Center Rebuild Project	\$5,000,000	27,000 SF
Mattie Kelly Arts Center Northwest Florida State College	\$25,000,000	115,000 SF

5. ORGANIZATION & STAFFING

JOSHUA LOAID
TECHNOLOGY CONSULTANT



EDUCATION: PRE-ENGINEERING ASSOCIATE DEGREE
PENSACOLA STATE COLLEGE

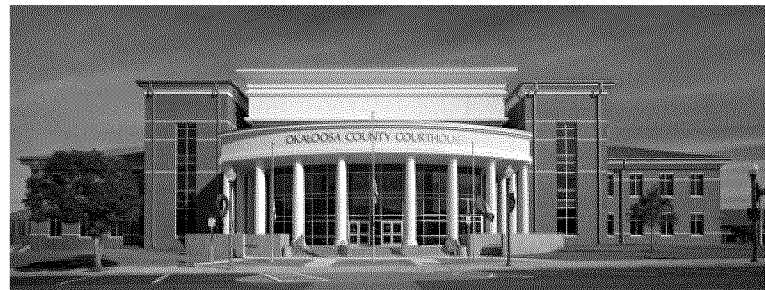
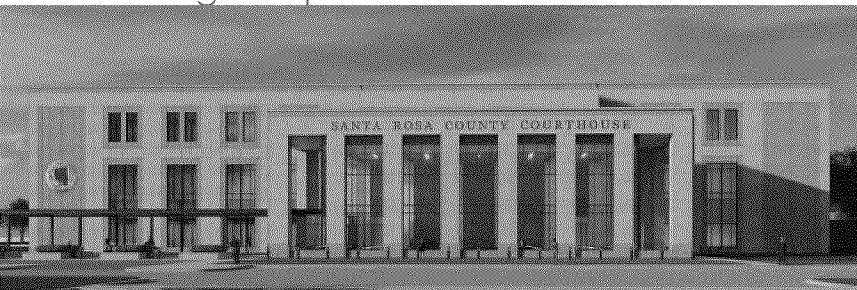
YEARS OF EXPERIENCE: 22 YEARS | 4 YEARS WITH LOGAN

CERTIFICATIONS: RCDD

CITY OF RESIDENCE: MIRAMAR BEACH, FL

TIME ASSIGNED: 60%

Joshua will develop and manage the design and construction of all design documents, including all telecommunications, Audio-Visual systems, Security systems, and other required technology systems. He will coordinate with county technology design and design while coordinating through the design team. He will be responsible for construction project management and ensure all projects are completed as designed.



PUBLIC FACILITIES

SIGN EXPERIENCE

RELATED PROJECT EXPERIENCE	ESTIMATE	SIZE
Santa Rosa County Judicial Center Complex	\$42,800,000	115,000 SF
Renovation/Additions of Four Schools – Okaloosa County School District	\$10,000,000	40,000 SF
Noah Wesley College Student Services Center	\$16,500,000	77,000 SF
Noah Wesley College Building K Renovation	\$5,500,000	33,000 SF
New Okaloosa County Courthouse	\$21,000,000	68,000 SF
Noah Wesley College Student Services Complex	\$30,000,000	120,000 SF
Marie Kelly Arts Center Noah Wesley College	\$25,000,000	115,000 SF

6. AVAILABILITY OF WORKLOAD AND WILLINGNESS TO MEET TIME REQUIREMENT

We are committed to your project's success. Based on our recent experience we offer a unique understanding of your needs. We will work with your staff in planning this facility to answer immediate and future needs. Our ability to listen, interpret and implement design solutions have been demonstrated on numerous projects, which include programming, planning and construction documents. Workload for our office is below recent average yearly capacity, and we can commit our major effort to your project.

The following is a list of projects currently under contract by **Sam Marshall Architects**. The ongoing work below will not impact SMA's proposed Okaloosa County Public Works Facility & Brackin Building project team to start this project on a schedule defined by the county.

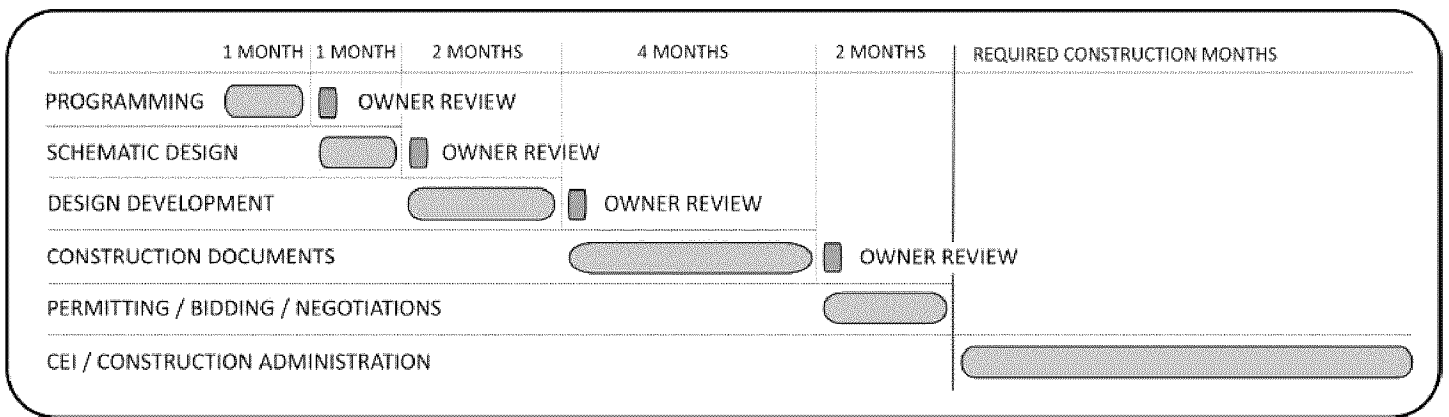
PROJECT NAME / LOCATION	PROJECT COST	% COMPLETE	COMPLETION DATE
PROJECTS UNDER CONSTRUCTION			
Hobbs Middle School Renovations <i>Pensacola, FL</i>	\$2,588,065	85%	August 2023
Pea Ridge Elementary Kitchen Renovations <i>Pea Ridge, FL</i>	\$1,300,000	15%	August 2022
Gulf Breeze Police Department <i>Gulf Breeze, FL</i>	\$4,700,000	65%	October 2023
Escambia Sheriffs Firing Range <i>Pensacola, FL</i>	\$1,902,000	50%	June 2023
Hall Center Window Replacement <i>Pensacola, FL</i>	\$1,200,000	15%	May 2023
PROJECTS IN DESIGN			
NWFSC Allied Health <i>Niceville, FL</i>	\$10,400,000	5%	TBD
West Pensacola Elementary Renovations <i>Pensacola, FL</i>	\$2,200,000	15%	TBD
Switzer Residence <i>Pensacola, FL</i>	\$650,000	80%	December 2021
ECSD Auditoriums <i>Pensacola, FL</i>	\$15,000,000	95%	February 2023
My Pensacola Credit Union <i>Pensacola, FL</i>	-	25%	TBD

6. AVAILABILITY OF WORKLOAD AND WILLINGNESS TO MEET TIME REQUIREMENT

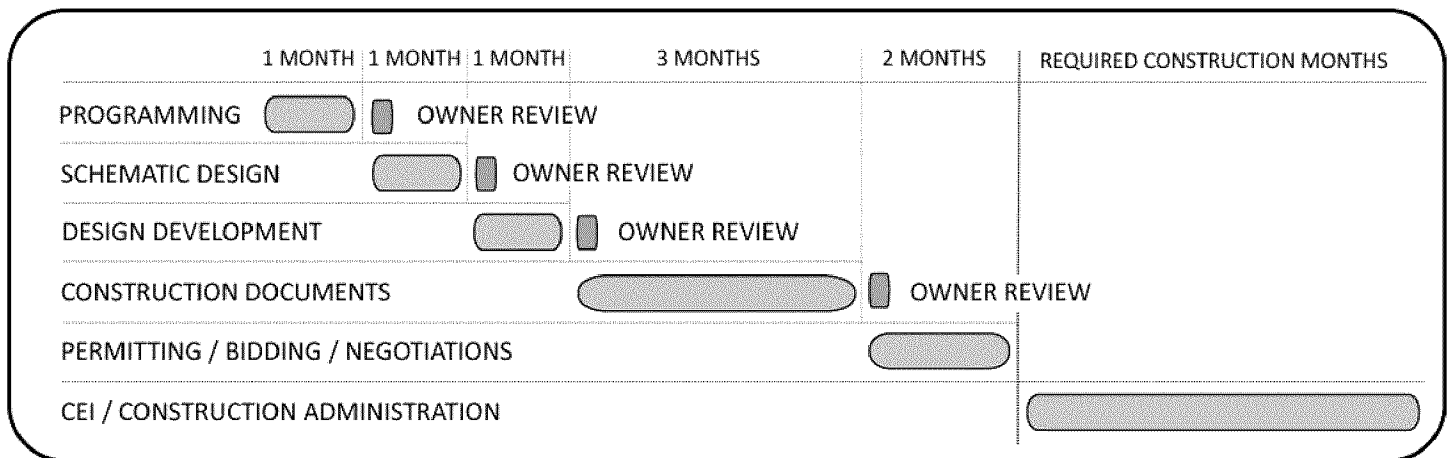
DESIGN TEAM TIME REQUIREMENT:

Sam Marshall Architects and its team of professional engineers are ready to work on your project and to meet your schedule. Below is an example of simple Gantt Charts outlining timelines for the Planning and Design Services for the Okaloosa County Public Works Facility & Brackin Building. The Public Works Facility and Brackin Building projects can be developed in conjunction with one another, phased into separate linear projects, or alternates can be considered.

DESIGN TEAM TIME REQUIREMENT: PUBLIC WORKS FACILITY



DESIGN TEAM TIME REQUIREMENT: BRACKIN BUILDING



7. ADDITIONAL INFORMATION & COMMENTS

DESIGN FIRM:

Sam Marshall Architects is an architectural design firm with direct experience in maintenance facilities involving large span open bays for vehicle maintenance and storage. Many of our projects involve renovations and expansions of office spaces, meeting rooms, seminar rooms, and support areas designed for improved work flow and public service.

The majority of our work is for repeat clients.

TEAM QUALIFICATIONS & EXPERIENCE:

All staff members proposed for this team are licensed professionals with experience relevant to this project. The firms of Sam Marshall Architects, Schmidt Consulting Group, HG Engineers, Logan Technology Group, and McKim & Creed have worked together as a team on numerous similar projects.

PERSONAL COMMITMENT:

We are committed to your project's success. Having recently completed a similar project we offer a unique understanding of what it takes to make a project similar to yours a success. We will work with your staff in planning this facility to answer immediate and future needs. Our ability to listen, interpret and implement design solutions have been demonstrated on numerous projects, which include programming, planning and construction documents. Workload for our office is below recent average yearly capacity, and we can commit our major effort to your project.

8. BUSINESS CREDENTIALS AND OTHER

State of Florida Department of State

I certify from the records of this office that SAM MARSHALL ARCHITECTS, P.A. is a corporation organized under the laws of the State of Florida, filed on February 9, 1973.

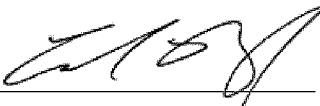
The document number of this corporation is 604158.

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 April 18, 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 Twenty-fifth day of January,
2023*




Secretary of State

Tracking Number: 6794574584CU

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

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

8. BUSINESS CREDENTIALS AND OTHER

- **Licensed Professionals and Firms :**

David Alsop, AIA
Sam Marshall Architects

Professional License: **AR0010362**
Firm License: **AA C000293**

Mike Marshall, AIA
Sam Marshall Architects

Professional License: **AR0013554**
Firm License: **AA C000293**

Jonathan Fish, AIA
Sam Marshall Architects

Professional License: **AR95087**
Firm License: **AA C000293**

Luke Marshall, AIA
Sam Marshall Architects

Professional License: **AR100974**
Firm License: **AA C000293**

Patrick Jehle
McKim & Creed

Professional License: **PE71528**
Firm License: **29588**

Gene Schmidt
Schmidt Consulting Group

Professional License: **PE36948**
Firm License: **CA5371**

Stuart Smith
Schmidt Consulting Group

Professional License: **PE49738**
Firm License: **CA5371**

Dan White
HG Engineers

Professional License: **PE73790**
Firm License: **CA6680**

Josh Logan
Logan Technology Group

Professional License: **RCDD 160273**
Firm License: LLC # **L18000260164**

8. BUSINESS CREDENTIALS AND OTHER

SUNBIZ REPORT

2022 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 604158

Entity Name: SAM MARSHALL ARCHITECTS, P.A.

Current Principal Place of Business:

325 S. PALAFOX
PENSACOLA, FL 32502

Current Mailing Address:

325 S. PALAFOX
PENSACOLA, FL 32502

FEI Number: 59-1438760

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ALSOP, DAVID
325 S. PALAFOX
PENSACOLA, FL 32502 US

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

SIGNATURE:

 Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	PTD	Title	VSD
Name	ALSOP, DAVID N	Name	MARSHALL, MICHAEL J
Address	325 S PALAFOX ST.	Address	325 S PALAFOX ST
City-State-Zip:	PENSACOLA FL 32502	City-State-Zip:	PENSACOLA FL 32502

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DAVID ALSOP

PRESIDENT

04/18/2022

 Electronic Signature of Signing Officer/Director Detail

Date

8. BUSINESS CREDENTIALS AND OTHER

PROFILE OF FIRM



PRIMARY CONTACT:	David Alsop, President	
PHONE NUMBER:	850.433.7842	
EMAIL:	david@sammarshallarch.com	
ADDRESS:	325 South Palafox Street Pensacola, FL 32502	
FIRM LICENSE:	AA C000293	

OWNERSHIP INTERESTS:

Sam Marshall Architects (SMA) is a 50 % / 50% partnership between David Alsop, President and Mike Marshall, Vice President.

ACTIVE BUSINESS VENUES:

Sam Marshall Architects (SMA) has active business within the state of Florida, Escambia County, Santa Rosa County, Okaloosa County, and Walton County. SMA is also working in the City of Pensacola, the City of Ft. Walton Beach, and the City of Gulf Breeze.

PRESENT STATUS AND PROJECTED DIRECTION OF BUSINESS:

Present Status of Firm:

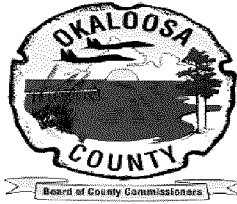
Sam Marshall Architects (SMA) has been in business serving the Northwest Florida area since 1962. We specialized in projects like yours that allow governmental institutions to provide their best to the communities they serve. We are a small firm by design because this compels us to focus our efforts on those projects and to partner with those who offer the best experience in specialized projects like yours.

Direction of the Firm:

Sam Marshall Architects is always planning for the future. Our goal in the coming years is to involve ourselves in projects that are meaningful to our community in Northwest Florida. We recognize and embrace the need to be flexible to meet the needs of our clients like Okaloosa County.

OVERALL QUALIFICATIONS OF BUSINESS

Sam Marshall Architects prides ourselves with an extensive and varied project list that showcases our skills and dedication to each client and program. We have a record of satisfied clients because we listen to your needs and work with select consultants and local contractors to ensure a high quality building. With our specialized team we are ready to begin design immediately on the Public Works Facility & Brackin Building.



REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

RFQ TITLE:
**PLANNING AND DESIGN SERVICES FOR THE OKALOOSA
COUNTY PUBLIC WORKS FACILITY & BRACKIN BUILDING**

RFQ NUMBER:
RFQ PW 19-23

ISSUE DATE: December 19, 2022

LAST DAY FOR QUESTIONS: January 4, 2023 at 3:00 P.M. CST

RFQ OPENING DATE & TIME: January 25, 2023 at 3:00 PM CST

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

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

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

COMPANY NAME Sam Marshall Architects

MAILING ADDRESS _____

325 S. Palafox St.


CITY, STATE, ZIP Pensacola, FL 32502

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 591438760

TELEPHONE NUMBER: 850-433-7842 EXT: _____ FAX: 850-433-0510

EMAIL: david@sammarshallarch.com

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

AUTHORIZED SIGNATURE:  PRINTED NAME: David N. Alsop

TITLE: President, Sam Marshall Architects DATE: 1/25/2023

**PLANNING AND DESIGN SERVICES FOR THE OKALOOSA COUNTY PUBLIC WORKS
FACILITY & BRACKIN BUILDING
RFQ PW 19-23**

Pursuant to Chapter 287.055, Florida Statutes and County policy, the Okaloosa County Board of County Commissioners (BCC) requests qualifications from consultants who can provide **PLANNING AND DESIGN SERVICES FOR THE OKALOOSA COUNTY PUBLIC WORKS FACILITY & BRACKIN BUILDING.**

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

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

Unless otherwise stipulated in the proposal description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until **3:00 p.m. CST January 25, 2023**, at which time all proposals that are timely submitted will be opened and reviewed.

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

For this solicitation please contact:
DeRita Mason, Sr. Contracts and Lease
Coordinator
850-589-5960
dmason@myokaloosa.com

Jeffrey Hyde
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Robert "Trey" Goodwin, III, Chairman

**RFQ PW 19-23: PLANNING AND DESIGN SERVICES FOR THE OKALOOSA
COUNTY PUBLIC WORKS FACILITY & BRACKIN BUILDING**

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PART 2 – SCOPE OF SERVICES

PART 3 – QUALIFICATION PREPARATION INSTRUCTIONS

PART 4 – GENERAL CONDITIONS OF THE RFQ

PART 5 – PROCUREMENT SCHEDULE

PART 6 – REQUIRED STATEMENTS AND FORMS

PART 7 – EXHIBITS

- A) Sample Form of Agreement (Professional Services Agreement)**
- B) Payments for Services**
- C) Insurance Requirements**
- D) Forms and Certifications**

RFQ 19-23: PLANNING AND DESIGN SERVICES FOR THE OKALOOSA COUNTY PUBLIC WORKS FACILITY & BRACKIN BUILDING

PART 1 – GENERAL INFORMATION

The purpose of this Request for Qualification (RFQ) is to seek the services from firms or individuals licensed to practice in the State of Florida for professional facility planning and design services. This document provides the guidelines by which interested consultants are to submit their interest, qualifications, and proposal. Selection and negotiations will conform to the Florida Consultants Competitive Negotiation Act (CCNA) Chapter 287.055, Florida Statutes and County policy. The proposed draft agreement for the work contemplated by this RFQ is attached and may be subject to change.

Okaloosa County Public Works currently occupies facilities located at 1759 S Ferdon Blvd in Crestview for Public Works operations. The plan is to relocate Public Works operations from the current location to a portion of an approximately 40-acre tract of land (parcel ID# 19-3N-23-0000-0001-0020) that the County owns west of Crestview. All Public Works functions – administrative, engineering, road maintenance, fleet maintenance, and mosquito control – would relocate from the current location to the new site.

Okaloosa County Administrative offices, including constitutional officers Supervisor of Elections, Tax Collector, and Property Appraiser, located in the Brackin Building (302 N Wilson St, parcel ID# 17-3N-23-2490-0067-0210) seek options for expansion of the existing facility on to adjacent county owned parcels (parcel ID# 17-3N-23-2490-0067-0010 & 17-3N-23-2490-0067-0050). Additional office space, counter/service areas, and Board Chambers may be considered.

Services requested will start with the development of site and facility layout concepts along with program level budget expectations for each location. Upon selection of a site layout concept and anticipated project budget, services could extend into architectural and engineering design for the facilities and sites. If selected by the County, services to complete site and building construction documents for the new Public Works location and expanded Brackin Building location would be needed. Should the County elect to move forward with construction/relocation, it is the County's intent to utilize a Design – Bid – Build process.

This RFQ is for professional services that may include:

- Site layout concepts with preliminary estimates for establishing a program budget
- Construction level architectural and engineering plans to be utilized for construction bids
- Permit documents and acquisition for the associated tasked work
- Bid assistance services
- Construction Engineering & Inspection (CEI) services, including design services during construction

The project will be executed in several phases and task orders may be issued for concept development, design, bid assistance, post design, and CEI. Award of this contract does not guarantee that all phases of the work will be selected/executed nor that both sites will necessarily proceed coincidentally.

PART 2 – SCOPE OF SERVICES

SEE EXHIBIT A – DRAFT PROFESSIONAL SERVICES AGREEMENT FOR PLANNING AND DESIGN SERVICES FOR THE OKALOOSA COUNTY PUBLIC WORKS FACILITY & BRACKIN BUILDING.

PART 3 – QUALIFICATION PREPARATION INSTRUCTIONS

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

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

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

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

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

1. **Letter of Interest** shall be prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually. The letter shall include location of the firm's office that will be the lead office for this contract and any anticipated sub-consultants.
2. **Planning & Design Experience of Firm / Team Members (50 Points)** – In this section the respondent will highlight the firm's design experience. Teaming is allowed. The respondent shall provide sufficient information clearly demonstrating successful completion of facility planning services, building layout and design, site layout and design, stormwater management systems design, applicable permitting, and landscaping improvements. Clearly show what elements may be provided by each team.
3. **Project Understanding and Approach (20 Points)** – In this section you will describe the firm's understanding of the project including the firm's assessment of the project's challenges and how the firm is uniquely qualified to monitor and/or mitigate those challenges.
4. **CEI Experience of Firm / Team Members (10 Points)** – In this section the respondent will highlight the firm's CEI experience. Teaming is allowed. The respondent will provide sufficient information clearly demonstrating successful inspection of a project. Clearly show what elements may be provided by each team.
5. **Organization & Staffing (10 Points)** – In this section the respondent will provide an organizational chart showing key areas of responsibility. Resumes for key team members will be provided in this section.
6. **Availability of Workload and Willingness to Meet Time Requirement (10 Points)** – In this section, the respondent will discuss the ability of the firm to manage this project within the proposed project time and within budget. The respondent will prepare a simple Gantt chart outlining a timeline for the PLANNING AND DESIGN SERVICES FOR THE OKALOOSA COUNTY PUBLIC WORKS FACILITY & BRACKIN BUILDING. When evaluating staff commitments/availability, assume the notice-to-proceed will be issued TBD.

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

PART 4 – PROCUREMENT SCHEDULE (ANTICIPATED)

RFQ Advertised & Posted on Website	12/19/2022
Deadline for Questions	01/04/2023
RFQ Response Due Date	01/25/2023
Selection Review Committee Meeting	02/14/2023
Recommend Award to BCC via ITA	02/17/2023
Contract Negotiations	02/23/2023-03/03/2023
Finalize/Execute Agreement	03/21/2023

**GENERAL SERVICES INSURANCE REQUIREMENTS FOR
PROFESSIONAL LIABILITY**

CONTRACTORS INSURANCE

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

BUSINESS AUTOMOBILE LIABILITY

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

COMMERCIAL GENERAL LIABILITY INSURANCE

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

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

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

INSURANCE LIMITS OF LIABILITY

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

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

(A combined single limit)

- | | |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| 3. Commercial General Liability | \$1M each occurrence
for Bodily Injury & Property Damage
\$1M each occurrence Products and
completed operations |
| 4. Personal and Advertising Injury | \$1M each occurrence |
| 5. Professional Liability (E&O) | \$1M each claim |

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the project name & number 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 CONDITIONS

1. PRE-QUALIFICATION ACTIVITY -

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

All questions or inquiries must be received no later than the last day for questions (reference 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 addendum distributed to all prospective respondents by posting to the Vendor Registry following website.

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

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

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

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

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

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

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

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

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

The submittal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the submittal shall be shown.

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

3. INTEGRITY OF QUALIFICATIONS DOCUMENTS - Respondents shall use the original qualification documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the qualification documents if sufficient space is not available. Any modifications or alterations to the original solicitation documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of submittal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response and the form of an addendum to the original documents.

4. SUBMITTAL OF QUALIFICATIONS –

A bid shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents. **The responses submitted should be one (1) completed document, unless otherwise specified within the document.**

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

If within 24 hours after qualifications are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its submittal, that respondent may withdraw its submittal, and the respondent's security will be returned, if any.

6. QUALIFICATIONS DOCUMENTS TO REMAIN SUBJECT TO ACCEPTANCE – All qualifications documents will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the opening, but the County may, in its sole discretion, release any submittal and return the respondent's security, if required prior to the end of this period.

7. CONDITIONAL & INCOMPLETE QUALIFICATIONS - Okaloosa County specifically reserves the right to reject any conditional submittal and qualifications which make it impossible to determine the true quality of services to be provided by respondent.

8. ADDITION/DELETION OF ITEM – The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County's best interest.

9. APPLICABLE LAWS & REGULATIONS – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the qualifications throughout, and they will be deemed to be included in any contract the same as though they were written in full therein.

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

11. DISCRIMINATION - An entity or affiliate who has been placed on the discriminatory vendor list may not submit qualifications for a contract to provide goods or services to a public entity, may not submit

qualifications on a contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

12. PUBLIC ENTITY CRIME INFORMATION - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

13. CONFLICT OF INTEREST - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their qualifications the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

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

14. REORGANIZATION OR BANKRUPTCY PROCEEDINGS – Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

15. INVESTIGATION OF RESPONDENT – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish any additional information and financial data for this purpose as the County may request.

16. REVIEW OF PROCUREMENT DOCUMENTS - Per Florida Statute 119.071(1)(b)2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

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

18. PROTECTION OF RESIDENT WORKERS – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract₁₂

Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

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

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

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

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

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

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

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

24. UNAUTHORIZED ALIENS/PATRIOT'S ACT – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the terms under which respondent was placed on the Active Contractors List. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the subject contract and removal of the respondent from the Active Contractors list. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

- 25. IDENTICAL TIE PROPOSAL** - In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.
- 26. CONE OF SILENCE CLAUSE** – The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.
- All communications shall be directed to the Purchasing Department -see attached form.
Note: For respondent’s convenience, this certification form is enclosed and is made a part of the bid package.
- 27. DRUG-FREE WORKPLACE** -Qualifications will only be received from respondents who can certify to having a drug-free workplace program. To have a Drug-Free Workplace program, a business shall, at a minimum, meet the requirements of Florida Statutes, Section 287.087. Respondents shall utilize **DRUG-FREE WORKPLACE PROGRAM CERTIFICATION FORM** provided to make this certification.
- 28. INDEMNIFICATION & HOLD HARMLESS** -CONSULTANT shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement. Respondent shall acknowledge and agree to the Indemnification and Hold Harmless clause
- 29. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)** - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall disclose lobbying activity using the **CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES** Form provided.
- 30. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12698)**-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. Respondents shall utilize **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS** form provided to make this certification.

- 31. MANDATORY DISCLOSURES-** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
- 32. CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA** - Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>.
- 33. The following documents are to be submitted with the qualifications packet. Failure to provide required forms may result in contractor disqualification.**

RESPONSE DOCUMENT #1: DRUG-FREE WORKPLACE CERTIFICATION

RESPONSE DOCUMENT #2: CONFLICT OF INTEREST

RESPONSE DOCUMENT #3: FEDERAL E-VERIFY

RESPONSE DOCUMENT #4: CONE OF SILENCE FORM

RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS

RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT

RESPONSE DOCUMENT #7: COMPANY DATA

RESPONSE DOCUMENT #8: SYSTEM AWARD MANAGEMENT FORM

RESPONSE DOCUMENT #9: LIST OF REFERENCES

RESPONSE DOCUMENT #10: CERTIFICATION REGARDING LOBBYING

RESPONSE DOCUMENT #11: SWORN STATEMENT – PUBLIC ENTITY CRIMES

RESPONSE DOCUMENT #12: GOVERNMENTAL DEBARMENT & SUSPENSION

RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LIST

RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES

RESPONSE DOCUMENT #15: BUY AMERICAN CERTIFICATE

RESPONSE DOCUMENT: CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA


*SEE 32 ABOVE

RESPONSE DOCUMENT #1: DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee’s community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

DATE:	<u>January 25, 2023</u>	SIGNATURE:	<u></u>
COMPANY:	<u>Sam Marshall Architects</u>	NAME:	<u>David N. Alsop</u> (TYPED OR PRINTED)
ADDRESS:	<u>325 S. Palafox St.</u> <u>PensacolaFL 32502</u>	TITLE:	<u>President, Sam Marshall Architects</u>
PHONE #:	<u>850-433-7842</u>	E-MAIL:	<u>david@sammarshallarch.com</u>

RESPONSE DOCUMENT #2: CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES: _____ NO: X _____

NAME(S) POTISTION(S)

FIRM NAME: Sam Marshall Architects

BY (PRINTED): David N. Alsop

BY (SIGNATURE): 

TITLE: President

ADDRESS: 325 S. Palafox St.

Pensacola, FL 32502

PHONE NUMBER: 850-433-7842

E-MAIL: david@sammarshallarch.com

DATE: January 25, 2023

RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE:	<u>January 25, 2023</u>	SIGNATURE:	<u></u>
COMPANY:	<u>Sam Marshall Architects</u>	NAME:	<u>David N. Alsop</u>
ADDRESS:	<u>325 S. Palafox St.</u> <u>Pensacola, FL 32502</u>	TITLE:	<u>President</u>
E-MAIL:	<u>david@sammarshallarch.com</u>		
PHONE #:	<u>850-433-7842</u>		

RESPONSE DOCUMENT #4: CONE OF SILENCE

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

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

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

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

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

I David N. Alsop representing Sam Marshall Architects
Signature Company Name

on this 25th day of January 2023, I hereby agree to abide by the County’s “Cone of Silence Clause” and understand violation of this policy shall result in disqualification of my proposal/submittal.

RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS

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

Sam Marshall Architects

Proposer's Company Name

325 S. Palafox St. Pensacola, FL 32502

Physical Address

Same

Mailing Address

850-433-7842

Phone Number

850-982-2231

Cellular Number

January 25, 2023

Date



Authorized Signature – Manual

David N. Alsop

Authorized Signature – Typed

President

Title

850-433-0510

FAX Number

850-982-2231

After-Hours Number(s)

RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT
RFQ PW 19-23

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

I. ADDENDUM NO.

II. DATE

ONE

January 4, 2023

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

RESPONSE DOCUMENT #7: COMPANY DATA

Respondent's Company Name: Sam Marshall Architects

Physical Address & Phone #: 325 S. Palafox St. Pensacola, FL 32502

850-433-7842

Contact Person (Typed-Printed): David N. Alsop

Phone #: 850-433-7842

Cell #: 850-882-2231

Federal ID or SS #: 501438760

DUNNS/SAM #: 0923852390 / ZK57TQLW6GM5

Respondent's License #: AAC000293

Additional License – Trade and Number: _____

Fax #: 850-433-0510

Emergency #'s After Hours,
Weekends & Holidays: 850-982-2231

Disadvantaged Business
Enterprise (Details) _____

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

(a) Definitions. As used in this provision.

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

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

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

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

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

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

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

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

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

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

(1) Company legal business name.

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

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

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

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

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

- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

Offerors SAM information:

Entity Name: Sam Marshall Architects, P.A.

Entity Address: 325 S. Palafox St. Pensacola, FL 32502

Sam.gov Unique Entity Identifier: ZK57TQLW6GM5

CAGE Code: 5S2F9

RESPONSE DOCUMENT #9: LIST OF REFERENCES

1. Owner's Name and Address: Santa Rosa County
6865 Caroline St. Milton, FL 32570
Contact Person: DeVann Cook Telephone # (850) 983-1879
Email: devannc@santarosa.fl.gov

2. Owner's Name and Address: City of Ft. Walton Beach
7 Hollywood Blvd. W. Fort Walton Beach, FL 32548
Contact Person: Daniel Payne Telephone # (850) 833-9613
Email: dwpayne@fwb.org

3. Owner's Name and Address: First Judicial Circuit of Florida
M C Blanchard Judicial Building - 190 Governmental Center Pensacola, FL 32502
Contact Person: Robin Wright Telephone # (850) 595-4400
Email: robin.wright@flcourts1.gov

4. Owner's Name and Address: Escambia County School District - Facilities Planning
30 E. Texar Dr. Pensacola, FL 32503
Contact Person: Keith Wasdin Telephone # (850) 469-5652
Email: mwasdin@ecsdf.us

5. Owner's Name and Address: City of Gulf Breeze
1070 Shoreline Dr. Gulf Breeze, FL 32561
Contract Person: Samantha Abell Telephone # (850) 203-6033
Email: sabell@cityofgulfbreezefl.gov

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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,__, 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

David N. Alsop, President Name and Title of Contractor's Authorized Official

January 25, 2023 Date

**RESPONSE DOCUMENT #11: SWORN STATEMENT UNDER SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted for Sam Marshall Architects

2. This sworn statement is submitted by David N. Alsop

whose business address is: 325 S. Palafox St. Pensacola, FL 32502

and (if applicable) its Federal Employer Identification Number (FEIN) is (If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 591438760

3. My name is DAVID ALSOP and my relationship to the entity named above is PRESIDENT

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

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

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

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

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

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

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

Date: 1.24.23 Signature: Daniel Camp

STATE OF: Florida

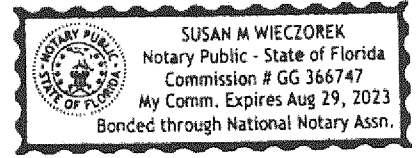
COUNTY OF: Escambia

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

 24 day of January , in the year 2023 .

My commission expires: Susan M Wieczorek
Notary Public
 Susan M Wieczorek

Print, Type, or Stamp of Notary Public



Personally known to me, or Produced Identification:

Type of ID

RESPONSE DOCUMENT #12: GOVERNMENT DEBARMENT & SUSPENSION

Instructions

3. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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

David N. Alsop, President

Printed Name and Title of Authorized Representative



Signature


January 25, 2023

Date

RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Sam Marshall Architects, 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:	<u>January 25, 2023</u>	SIGNATURE:	<u></u>
COMPANY:	<u>Sam Marshall Architects</u>	NAME:	<u>David N. Alsop</u> (Typed or Printed)
ADDRESS:	<u>325 S. Palafox St.</u> <u>Pensacola FL 32502</u>	TITLE:	<u>President</u>
		E-MAIL:	<u>david@sammarshallarch.com</u>
PHONE NO.:	<u>850-433-7842</u>		

RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES

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

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

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

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

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

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

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

Conflict of Interest (2 CFR § 200.112):

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

Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733):

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

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

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

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

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

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

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

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

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

Debarment and Suspension (2 CFR part 180.220, Executive Orders 12549 and 12689): Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *proposer* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *Proposer* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently 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. In accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3

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

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

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

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

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

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

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

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

Record Retention (2 CFR § 200.33): 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 FACILITY, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

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

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Proposer* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.


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

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

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

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

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


DATE:	<u>January 25, 2023</u>	SIGNATURE:	<u></u>
COMPANY:	<u>Sam Marshall Architects</u>	NAME:	<u>David N. Alsop</u>
ADDRESS:	<u>325 S. Palafox St.</u> <u>Pensacola FL 32502</u>	TITLE:	<u>President</u>
E-MAIL:	<u>david@sammarshallarch.com</u>		
PHONE NO.:	<u>850-433-7842</u>		

RESPONSE DOCUMENT #15: BUY AMERICA CERTIFICATES

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


Certificate of Compliance with Buy America Requirements

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

DATE: January 25, 2023
SIGNATURE: 
COMPANY: Sam Marshall Architects
NAME: David N. Alsop
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: January 25, 2023
SIGNATURE: 
COMPANY: Sam Marshall Architects
NAME: David N. Alsop
TITLE: President

9. FINANCIAL STABILITY



STATEMENT OF FINANCIAL STABILITY:

Sam Marshall Architects (SMA) is and has been a financially stable business for over fifty years. SMA has four architects and one certified public accountant on staff. The number of employees has been consistent with each employee contributing to a project as the project demands. SMA accepts Okaloosa County's requirement for a soft credit pull.

DUNN & BRADSTREET NUMBER:

Sam Marshall Architects: D-U-N-S number: **093852390**