

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/06/2022

Contract/Lease Control #: C22-3202-IT

Procurement#: RFQ IT 33-22

Contract/Lease Type: AGREEMENT

Award To/Lessee: MAGELLAN ADVISORS, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/05/2022

Expiration Date: 07/04/2025 W/2 1 YR RENEWALS

Description of: TELECOMMUNICATIONS/BROADBAND CONSULTING SERVICES

Department: IT

Department Monitor: SAMBENDETTO

Monitor's Telephone #: 850-651-7570

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: T837 Tracking Number: 462022
Procurement/Contractor/Lessee Name: Mayellon Advisors Grant Funded: YES NO
Purpose: Telecommunications/Broadband Specified Services
Date/Term: 3 yrs w/ 2 1yr renewals 1. GREATER THAN \$100,000
Department #: 712120 2. GREATER THAN \$50,000
Account #: 534900 3. \$50,000 OR LESS
Amount: per task order
Department: IT Dept. Monitor Name: Sambenditto

Purchasing Review
Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 6-3-22
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jesica Darr, Angela Etheridge

2CFR Compliance Review (if required)
Approved as written: See email attached Grant Name: ARPA
Date: _____
Grants Coordinator Suzanne Ulloa

Risk Management Review
Approved as written: See email attached Date: 6-6-22
Risk Manager or designee Kristina LoFria

County Attorney Review
Approved as written: See email attached Date: 6/14/22
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review
Approved as written: _____ Date: _____

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

C22-3202-IT

DeRita Mason

From: Suzanne Ulloa
Sent: Tuesday, June 14, 2022 4:00 PM
To: DeRita Mason
Subject: FW: Magellan Advisors Draft Agreement
Attachments: Magellan Advisors Draft Contract.docx; Magellan_Advisors.pdf

With your insertion of the full 2 CFR 200 ("Grant Funded Clauses") section in front of their signature page, this is approved for grant purposes.

Suzanne Ulloa

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

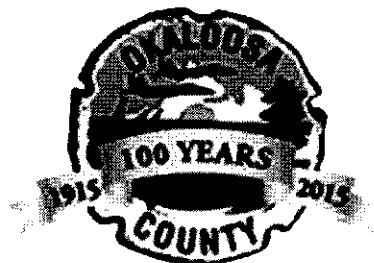


Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Friday, June 3, 2022 6:35 AM
To: Suzanne Ulloa <sulloa@myokaloosa.com>
Subject: Magellan Advisors Draft Agreement

Suzanne,
Please review and approve the attached.
The project is ARAP funded.
Thank you,

DeRita Mason



From: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Sent: Tuesday, June 14, 2022 12:53 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Kristina LoFria <klofria@myokaloosa.com>
Subject: Re: Halff Associates Contract 33-22

DeRita,

With the attached changes, this contract is approved. Please make the same changes to the Magellan contract.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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From: DeRita Mason
Sent: Tuesday, June 14, 2022 1:23:41 PM
To: Lynn Hoshihara
Cc: 'Parsons, Kerry'; Kristina LoFria
Subject: Halff Associates Contract 33-22

Good afternoon,
Please review and approve the attached. Their response is too large to email, please let me know if you need it in a second email.
You currently have the second contract for this one to review. It is Magellan.
Thank you,

DeRita Mason



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

DeRita Mason

From: Kristina LoFria
Sent: Monday, June 6, 2022 10:39 AM
To: DeRita Mason
Subject: RE: Magellan Advisors, LLC Draft Agreement 33-22

DeRita,

Good morning, this is approved by Risk for insurance purposes.

Thank You

Kristy LoFria

Okaloosa County BOCC-Risk Management
Public Records & Contract Specialist
302 N Wilson St Suite 301
Crestview, Florida 32536
klofria@myokaloosa.com
850-689-5979



For all things Wellness please visit:

<http://www.myokaloosa.com/wellness>

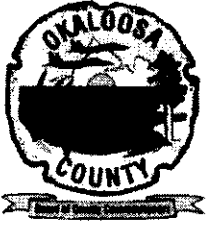
"When the winds of adversity blow against your boat, just adjust your sail."

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

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Friday, June 3, 2022 9:20 AM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Kristina LoFria <klofria@myokaloosa.com>
Subject: RE: Magellan Advisors, LLC Draft Agreement 33-22

Sorry, here you go.



Board of County Commissioners Purchasing Department

State of Florida

Date: May 20, 2022

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
RFQ IT 33-22

Telecommunications/Broadband Specialized Consulting Services

Okaloosa County would like to thank all businesses, which submitted responses to Telecommunications/Broadband Specialized Consulting Services (RFQ IT 33-22)

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:

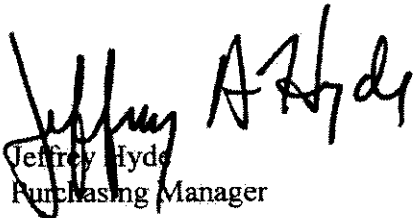
Halff Associates, Inc.
2507 Callaway Road, Suite 100
Tallahassee, FL 32303

Magellan Advisors, LLC
999 18th Street, Suite 3000
Denver, CO 80202

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,


Jeffrey Hyde
Purchasing Manager



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

Detail by FEI/EIN Number

Florida Limited Liability Company
MAGELLAN ADVISORS LLC

Filing Information

Document Number	L04000007658
FEI/EIN Number	65-1218484
Date Filed	01/28/2004
State	FL
Status	ACTIVE

Principal Address

999 18th Street
Suite 3000
Denver, CO 80202

Changed: 03/19/2014

Mailing Address

999 18th Street
Suite 3000
Denver, CO 80202

Changed: 03/19/2014

Registered Agent Name & Address

HONKER, JOHN
450 Alton Road
1402
MIAMI BEACH, FL 33139

Address Changed: 04/07/2016

Authorized Person(s) Detail

Name & Address

Title MGR

HONKER, JOHN
450 Alton Road
1402
MIAMI BEACH, FL 33139

MAGELLAN ADVISORS LLC

Unique Entity ID MR12ULC5CGF4	CAGE / NCAGE 8BZM2	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Dec 22, 2022	
Physical Address 450 Alton RD APT 1402 Miami Beach, Florida 33139-6717 United States	Mailing Address 450 Alton RD APT 1402 1402 Miami Beach, Florida 33139 United States	



Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Florida 27	State / Country of Incorporation Florida / United States	URL www.magellan-advisors.com

Registration Dates

Activation Date Dec 24, 2021	Submission Date Dec 22, 2021	Initial Registration Date Apr 18, 2019
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Entity Dates

Entity Start Date Jan 28, 2004	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 USApending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

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



Active Exclusions Records?

No



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

Yes



Business Types

Entity Structure	Entity Type	Organization Factors
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**CONTRACT FOR PROFESSIONAL
CONSULTING SERVICES**

This Contract is made and entered into this 5th day of July, 2022, by and between OKALOOSA COUNTY, FLORIDA ("County"), a political subdivision of the State of Florida, located at 1250 N. Eglin Parkway, Shalimar, FL 32579, and Magellan Advisors, LLC, whose principal place of business is at 999 18th St. Suite 3000, Denver, CO 80202 (the "Consultant"), whose Federal I.D. number is 65-1218484, in connection with Okaloosa County Request for Qualifications No. RFQ IT 33-22 and the professional services set forth therein.

W I T N E S S E T H

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

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

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

**ARTICLE ONE
CONSULTANT'S RESPONSIBILITY**

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

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

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

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

qualified personnel to provide such services.

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

John Honker

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

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

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

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

1.9. Evaluations of the County's adopted capital improvement budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the Consultant represent the Consultant's best judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the Consultant. Notwithstanding anything above to the contrary, Consultant shall revise and modify Construction Documents and assist in the rebidding of the work at no additional cost to County, if all responsive and responsible bids exceed the estimates of construction costs prepared by Consultant.

1.10. Consultant shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

ARTICLE TWO SERVICES OF CONSULTANT

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

ARTICLE THREE COUNTY'S RESPONSIBILITIES

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

- a. The scope of services to be provided and performed by the Consultant hereunder;
 - b. The time the Consultant is obligated to commence and complete all such services;
- or
- c. The amount of compensation the County is obligated or committed to pay the Consultant.

3.2. The County's Representative shall:

- a. Review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed in accordance with this Contract;
- b. Provide all criteria and information requested by Consultant as to County's requirements, for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
- c. Upon request from Consultant, assist Consultant by placing at Consultant's disposal all available information in the County's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous

reports and any other data relative to design or construction of the Project;

d. Arrange for access to and make all provisions for Consultant to enter the Project site to perform the services to be provided by Consultant under this Contract; and

e. Provide notice to Consultant of any deficiencies or defects discovered by the County with respect to the services to be rendered by Consultant hereunder.

3.3. Consultant acknowledges that access to the Project Site, to be arranged by County for Consultant, may be provided during times that are not the normal business hours of the Consultant.

3.4. County shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for the Project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.

ARTICLE FOUR TIME

4.1. Services to be rendered by Consultant shall be commenced subsequent to the execution of any Notice to Proceeds issued pursuant to this Contract, after receiving written Notice to Proceed from County for all or any designated portion of the Project and shall be performed and completed in accordance with the Project Schedule attached to the Notice to Proceed for the Project.

4.2. Should Consultant be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the County, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify County in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

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

4.4. Should the Consultant fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the County hereunder, the County at its sole discretion and option may withhold any and all payments due and owing to the Consultant until such time as the Consultant

resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the County's satisfaction that the Consultant's performance is or will shortly be back on schedule.

ARTICLE FIVE COMPENSATION

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

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

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

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

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

**ARTICLE SIX
WAIVER OF CLAIMS**

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

**ARTICLE SEVEN
TRUTH IN NEGOTIATION REPRESENTATIONS**

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

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

**ARTICLE EIGHT
TERMINATION OR SUSPENSION**

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

8.2. If, after notice of termination of this Contract as provided for in paragraph 8.1 above, it is determined for any reason that Consultant was not, in default, or that its default was excusable, or

that County otherwise was not entitled to the remedy against Consultant provided for in paragraph 8.1, then the notice of termination given pursuant to paragraph 8.1 shall be deemed to be the notice of termination provided for in paragraph 8.3 below and Consultant's remedies against County shall be the same as and limited to those afforded Consultant under paragraph 8.3 below.

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

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

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

ARTICLE NINE PERSONNEL

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

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

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

9.4. Any changes or substitutions in the Consultant's key personnel, as may be listed in Consultant's statement of qualifications, must be made known to the County's Representative and

written approval must be granted by the County's Representative before said change or substitution can become effective, said approval for which shall not unreasonably be withheld.

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

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

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

ARTICLE TEN SUBCONTRACTING

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

ARTICLE ELEVEN FEDERAL AND STATE TAX

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

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

ARTICLE TWELVE OWNERSHIP OF DOCUMENTS

12.1. Upon completion or termination of this Contract, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by Consultant under this Contract

shall be delivered to and become the property of County. Consultant, at its own expense, may retain copies for its files and internal use.

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

ARTICLE THIRTEEN MAINTENANCE OF RECORDS & PUBLIC RECORDS

13.1. Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of three (3) years from the date of termination of this Contract or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Contract and during the three (3) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT

**DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE:
(850) 689-5977 riskinfo@co.okaloosa.fl.us.**

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

ARTICLE FOURTEEN INSURANCE

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

ARTICLE FIFTEEN INDEMNIFICATION

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

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

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

ARTICLE SIXTEEN SUCCESSORS AND ASSIGNS

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

party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE SEVENTEEN REMEDIES

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

ARTICLE EIGHTEEN CONFLICT OF INTEREST

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

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

**ARTICLE NINETEEN
DEBT**

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

**ARTICLE TWENTY
NONDISCRIMINATION**

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

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

**ARTICLE TWENTY-ONE
ENFORCEMENT COSTS**

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

**ARTICLE TWENTY-TWO
NOTICE**

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

**ARTICLE TWENTY-THREE
MODIFICATION OF SCOPE OF WORK**

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

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

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

**ARTICLE TWENTY-FOUR
MODIFICATION**

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

**ARTICLE TWENTY FIVE
MISCELLANEOUS**

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

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

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

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

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

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

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

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

ARTICLE TWENTY SIX MINORITY/WOMEN’S BUSINESS ENTERPRISES

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

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

**ARTICLE TWENTY SEVEN
PROCUREMENT OF RECOVERED MATERIALS**

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

**ARTICLE TWENTY EIGHT
ENVIRONMENTAL AND ENERGY POLICIES**

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

28.2 Clean Air Act.

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

28.3 Federal Water Pollution Control Act.

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

**ARTICLE TWENTY NINE
FEDERAL SUSPENSION AND DEBARMENT**

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

a. The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

b. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

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

**ARTICLE THIRTY
LOBBYING**

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

**ARTICLE THIRTY ONE
THIRD PARTY BENEFICIARIES**

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

**ARTICLE THIRTY TWO
SEVERABILITY**

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

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

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

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

MAGELLAN ADVISORS, LLC



Authorized Representative

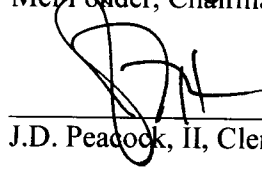
John Honker

(printed)

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



Mel Ponder, Chairman



J.D. Peacock, II, Clerk of Court

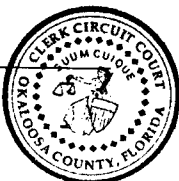


EXHIBIT "A"
BASIS OF COMPENSATION

1. As consideration for providing Services set forth herein Article Two of the Contract for Professional Consulting Services, the County agrees to pay, and Consultant agrees to accept, fees as indicated in the attached Standard Hourly Rate Schedule. In the event there is a conflict between any provisions in the Standard Hourly Rate Schedule and chart below, the terms in Exhibit A shall control.

Southeast Region Price Sheet	
Description	Cost
Underground Design (conduit/fiber)	\$1.30/foot
Aerial Design (pole lines/fiber)	\$.95/foot
P.E. Stamps	\$180 (Pages 1-10)
	\$165 (Pages 11 – 20)
	\$150 (Pages 21+)
Project Management Services	\$150/hour
Construction Management	\$135/hour
Construction Inspections	\$125/hour
Broadband Consultant	\$180/hour

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

a. Expenses for preparation, reproduction, photographic production techniques, postage and handling of drawings, specifications, bidding documents and similar Project-related items.

b. When authorized in advance by County, except as specifically otherwise provided herein, the expense of overtime work requiring higher than regular rates.

c. Expenses for renderings, models and mock-ups requested by County.

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

a. Transportation and subsistence, including transportation and subsistence expenses incidental to out-of-town travel required by Consultant and directed by County, other than visits to the Project Site or County's office.

b. Consultant overhead including field office facilities.

c. Overtime not authorized by County.

d. Expenses for copies, reproductions, postage, handling, express delivery, and long distance communications not required for a Project.

4. Payments will be made for services rendered on no more than on a monthly basis, within thirty (30) days of submittal of an approvable invoice. The number of the Notice to Proceed pursuant to which the services have been provided shall appear on all invoices. All invoices shall be reasonably substantiated, identify the services rendered and must be submitted in triplicate in a form and manner required by County.

Exhibit "B"

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 08/01/2018

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such 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.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance on all Workers Compensation Certificates 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. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
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.

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 other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. 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

4. 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. 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. Worker’s 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.

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County Board of County Commissioners, 302 N. Wilson St., Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' 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 and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
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.

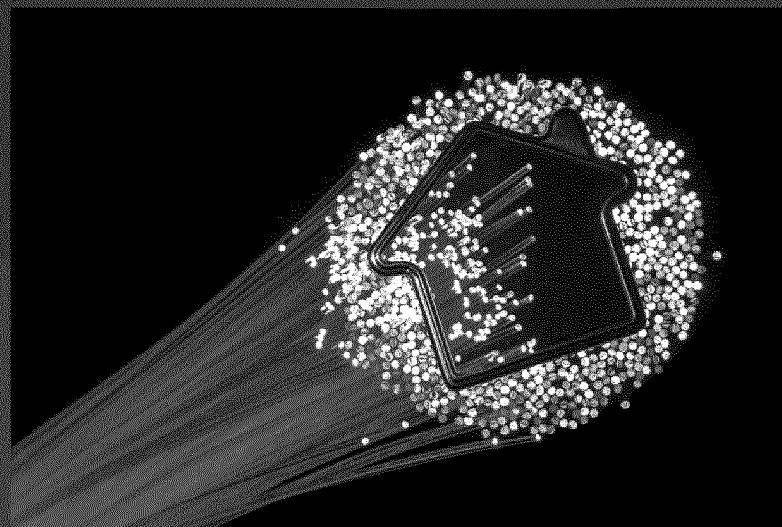
The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

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

SouthEast Region Price Sheet	
Description	Cost
Underground Design (conduit/fiber)	\$1.30/foot
Aerial Design (pole lines/fiber)	\$.95/foot
P.E. Stamps	\$180 (Pages 1-10)
	\$165 (Pages 11 - 20)
	\$150 (Pages 21+)
Project Management Services	\$150/hour
Construction Management	\$135/hour
Construction Inspections	\$125/hour
Broadband Consultant	\$180/hour

OKALOOSA COUNTY



Telecommunications / Broadband Specialized Consulting Services

RFQ IT 33-22

Prepared for:
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Sr. Contracts and Lease Coordinator
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TABLE OF CONTENTS

***Letter of Interest* 3**

***Related Experience*..... 4**

***Services Overview* 10**

***References* 15**

***Business Credentials / Required Forms* 20**

Key Personnel 20

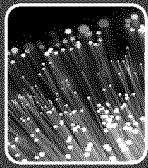
Letter of Interest

May 3, 2022

DeRita Mason, Sr Contracts and Lease Coordinator

Dear Ms. Mason,

Magellan is pleased to submit our response to Okaloosa County's RFQ for Telecommunications / Broadband Specialized Consulting Services. Magellan's mission is to provide a single source solution to innovative counties and municipalities that believe in broadband's ability to transform communities. We have worked with over 400 municipalities, utilities and coop to design and deploy fiber to the home networks, connecting over 1 million households to gigabit internet services. Some of our most recent experience designing and building fiber to the home networks for cities, counties, and municipalities includes the following.



City of Palo Alto, CA

- FTTH engineering for 30,000 homes and businesses
- Fiber backbone connecting over 100 City facilities, substations and wireless



City of Hillsboro, OR

- FTTH engineering for 44,000 homes and businesses
- Fiber backbone connecting 34 schools and city facilities



City of Rancho Cucamonga, CA

- FTTH engineering for 10,000 homes and businesses
- Fiber backbone to connect City and utility sites



City of Waterloo, IA

- FTTH engineering for 36,000 homes and businesses
- Fiber backbone reaching all water and wastewater utility sites



City of Mont Belvieu, TX

- FTTH Engineering for 6,000 homes and businesses
- Fiber backbone connecting city and utility sites



City of Dayton, TX

- FTTH Engineering for 7,500 homes and businesses
- Fiber backbone connecting city, transportation and utility sites

Our real-world experience designing, building and operating these networks allows us to customize them specifically for your needs to ensure the best opportunity for success. For the County, we are able to provide you with a turnkey engineering, permitting, project and construction management solution to help you deploy this network successfully and customized to your specific needs.

Sincerely,



John Honker, President & CEO, Magellan Advisors

Related Experience

ABOUT MAGELLAN ADVISORS

Magellan Advisors, LLC serves local governments nationally with offices in Florida, Texas, Colorado, , California and Missouri. Our Colorado headquarters are located at 999 18th Street, Suite 3000 Denver, CO 80202. The contract for Okaloosa County will be run by our local Orlando team led by Project Executive Courtney Violette who maintains offices in Lake and Orange County. Magellan's web address is www.magellan-advisors.com. Magellan Advisors, LLC was founded in January of 2004 and has been in operation as a Limited Liability Company since inception. Magellan's office number is 888-960-5299. The contact for this contract is President & CEO John Honker 786-208-8952, Jhonker@magellan-advisors.com. Magellan Advisors does not have any previous or current litigations or investigations associated with our company.

Our staff understands the goals of local governments that recognize broadband as a policy issue. In our feasibility studies, we help educate, inform and direct municipalities to the most feasible options for solving local broadband issues. We work with internal and external stakeholders to build a profile of your community to determine the current state of broadband and identify key issues. Based on real-world solutions, we help you determine the best opportunities to close gaps and position your community for the future. We believe that every community is unique and customized broadband strategies are essential in every project we undertake. In every case, we have helped municipalities find and implement the right solutions to enhance local broadband.

We are the only firm that creates custom tailored broadband networks to achieve municipal objectives. Our networks deliver the fastest internet services at the lowest cost, while giving municipalities a platform to deploy smart city innovations that help them manage their communities. We've led the planning, funding, construction and management of over 50 fiber broadband networks passing over 1 million households and connecting more than 1,000 schools, hospitals, government offices and community organizations and totaling \$1 billion in investments. Magellan has helped more communities successfully plan, implement and manage broadband networks than any other firm in the market. Our experience includes all aspects of planning, designing and implementing municipal broadband networks including:

NETWORK

Magellan Advisors creates custom tailored broadband networks to achieve municipal objectives. Our networks deliver the fastest internet services at the lowest cost, while giving municipalities a platform to deploy smart city innovations that help them manage their communities. We've led the planning, design, funding, construction and management of over 50 fiber broadband networks passing over 1 million

households and connecting more than 1,000 schools, hospitals, government offices and community organizations and totaling \$1 billion in investments. Magellan has helped more communities successfully plan, implement and manage broadband networks than any other firm in the market.

Our extensive work for hundreds of other municipalities will give you more than just an engineering partner. We will provide you support across the many other aspects of broadband that impact how the network is developed such as funding, strategy, construction, operations, and service providers. We have deep knowledge of the FCC and maintain staff that have held senior positions in the Federal Government overseeing telecommunication funding. Our project team has worked extensively with many other local governments that have deployed fiber, Fiber to the home, open-access and single-provider environments, and mixed fiber wireless networks using different technologies and applications. We will educate and guide you on the most effective network design to achieve the County's goals with real-world experience from other municipalities that provide broadband today.

We have significant experience in fiber design and broadband implementation within Florida working with cities to plan and engineer broadband networks to support the vitality of their communities. We work exclusively with municipalities to design broadband networks as an owner's rep that guides them through the entire implementation process, beginning with industry-leading design services that are specifically customized for municipalities. Our designs not only bring the fastest and most reliable broadband to citizens and businesses but equip cities with a long-lasting infrastructure to support their own needs with innovative smart city applications.

FINANCIAL

Our financial models have been specifically developed for broadband utilities and are very similar to electric utility rate studies. Our models are widely used tools to model feasibility and financial performance for over 50 municipal broadband providers. Magellan's financial modeling tools have been utilized to plan and manage broadband network investments for over \$500 million in broadband projects nationwide. We explore all financial options available for our clients and our financial planning considers all factors that will directly affect the County's future spending. We take pride in creating a sustainable financial model that is specific to each of our clients.

REGULATORY/LEGAL

Our team regularly performs regulatory reviews for communities across the US including in the State of Florida. We maintain staff with over 25 years in telecommunications regulations experience and are up to date on State and Federal regulations that would impact the Okaloosa County's proposed broadband network. Your project team will be based out of our Orlando office location and will bring their many years of experience of working in the state of Florida to the Okaloosa County project. Magellan Advisors will ensure that Okaloosa County is fully aware of all options available for improving the County's broadband infrastructure while maintaining all regulations.

SERVICES

Magellan Advisors has over 17 years of experience providing business model and financial modeling services for municipal clients that want to develop broadband networks to enhance their communities. Our financial models are bond grade and have been utilized to secure hundreds of millions of dollars in funding for the build of over 50 municipally owned broadband networks across the US and North America. Our plans are based on detailed community analysis, and we provide guidance and solutions surrounding all aspects of broadband services.

PROJECT MANAGEMENT AND CONSTRUCTION MANAGEMENT

Magellan has maintained a level workload over the past three years for our staff with flexible timelines giving our staff ample room to manage all projects and availability to take on new projects that best fit their roles and disciplines. We have more than adequate resourcing and availability to complete this project as outlined by Okaloosa County. Magellan Advisors is prepared to hit the ground running to meet these deadlines, with work beginning immediately upon contract approval.

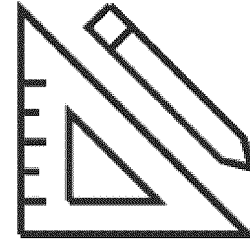
Our engagements are managed and structured so that our support teams are multi-tasking, delivering data sets and relevant analysis to the core project team – this includes all aspects of market analysis, mapping/GIS, network design and costing, regulatory/legal, etc. We operate multiple tools to support our projects, including a Project Management portal for daily task management and project reporting. We have adequate project resources to undertake the engagement at this point in time.

PARTNERSHIPS

Magellan assists communities in developing partnerships that achieve the communities' goals. We help local governments use their public-sector capabilities and assets to attract broadband operators to deploy Gigabit Internet and other leading services to citizens and businesses. Through our deep industry contacts and experience, we help communities find the right providers to deliver the services they need. Magellan will assist Okaloosa County in investigating the opportunities for public-private and public-public partnerships including the possibility of a mutually profitable partnership with other local municipalities. We will investigate all opportunities that the County could align with projects that have already been funded by public dollars as well as how these partnerships could be leveraged to attract more funding.

FIBER ENGINEERING DESIGN

Design it right the first time and it will last a lifetime. Our engineers work extensively with utilities to design broadband networks for the latest technologies and faster speeds.



For municipalities, we connect your facilities, schools, hospitals and corridors with high-capacity fiber backbones to ensure connectivity for community needs, broadband and smart city applications. Our design work encompasses aerial and underground engineering to build the most advanced fiber networks to meet the needs of communities for years to come.

Aerial Fiber Engineering

- Strand and lash, ADSS engineering for overhead placement on utility poles
- Pole survey using GPS with sub-meter accuracy
- Make-ready engineering
- Pole loading analysis
- Pole attachment applications
- Pole permitting
- Low-level engineering, construction prints, bills of materials and cost estimates

Underground Fiber Engineering

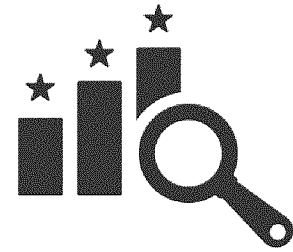
- Underground fiber placement in rights of way, specific to each community's construction standards
- Directional boring, trenching, saw-cut and other construction methods
- Constructability surveys and fielding
- Low-level engineering, construction prints, bills of materials and cost estimates
- Right of way and third-party permitting
- Field changes, markups and final as-builts

Sample Projects

- City of Chesapeake, VA – 170-mile fiber design to connect all City facilities, business districts and redevelopment areas.
- City of Portsmouth, VA – 65-mile fiber backbone design to connect all City facilities, enable Wi-Fi at key locations and support expansion of local broadband services.
- City of Boulder, CO – 65-mile fiber backbone design to support City facilities, public housing, economic development and lay a foundation for fiber to the home broadband.
- City of Hillsboro, OR – 400-mile fiber backbone and broadband design to connect 34 schools, utilities, city facilities and provide fiber to the home to 66,000 homes.

FIBER CONSTRUCTION PACKAGES

We manage the entire procurement process for fiber and wireless projects to give you the most competitive bids from vendors across the broadband marketplace.



Magellan provides city and county organizations with detailed construction package development for their fiber and wireless broadband projects. We work with you to craft construction bids using your construction standards to ensure contractors follow your policies and minimize community impacts. Our construction plans are designed to seek the best and lowest competitive bids from leading contractors.

Construction Bills of Materials

- Detailed BOMs for aerial, underground, facility and equipment installations
- Design specifications for fiber, conduit, structures, splice enclosures, splitter cabinets, equipment shelters, points of presence and data center construction
- Unit-based BOMs for labor, materials, facilities, equipment, hourly labor and specialized services

Construction Procurements

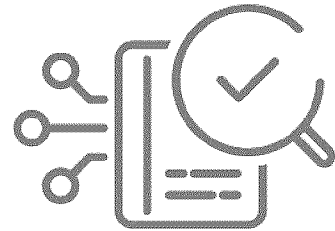
- Review and integration of the latest broadband standards into your existing construction code
- RFP/IFB development, scopes of work and bid forms
- Construction contract review and recommendations
- RFP/IFB oversight, pre-bid meetings, Q&A, addenda, short-listing and selection of contractors

Sample Projects

- City of Portsmouth, VA – Construction bid packages, procurement, evaluation and selection for 65-miles of fiber construction.
- City of Boulder, CO – Construction bid development, release and selection for an \$11 million fiber backbone construction project.
- City of Dayton, TX – Invitation to bid advertisement, review and selection of contractors for a \$13 million fiber to the home broadband network.
- City of Ann Arbor, MI – Invitation to bid for a \$5 million fiber backbone expansion to support the City's local economic development and business retention programs.

FIBER CONSTRUCTION MANAGEMENT

We are your turnkey partner to manage all fiber and wireless construction to ensure broadband networks meet your community's needs.



As a turnkey construction management provider, we are in the field daily, overseeing construction, coordinating field changes, inspecting workmanship and ensuring adherence to local, state and federal standards. We have managed fiber and wireless construction in 25 different markets across the US for cities, counties and utilities. Our construction managers are on the ground in your community every day for the entire construction lifecycle. We coordinate all construction activities between contractors, public works, permitting, utilities and public relations to ensure timely completion.

Construction Management

- Overall program management and reporting to your departments
- Interface with permitting, public works, utilities, community engagement and the contractors
- Construction production tracking, accounting, invoice review and approvals and close outs
- Field changes and constructability analysis

Construction Inspections

- Daily onsite inspection of underground and aerial construction projects
- Site visits and coordination for fiber installation
- Fiber splicing, termination, testing and inspections
- Experienced inspections for federal broadband grant and loan compliance
- Punch-list and close outs

Sample Projects

- City of Boulder, CO – Turnkey construction management and inspections for 65 miles of fiber backbone throughout the City.
- City of Dayton, TX – Turnkey construction management and inspections for a Citywide fiber to the home network covering 5,000 homes.
- City of Portsmouth, VA – Construction oversight and inspections for the City's 65-mile fiber backbone connecting City sites, schools and utility locations throughout the City.

Services Overview

We believe rural communities must move forward and deploy broadband networks to secure their place in the digital economy. Our work engineering and deploying broadband networks in many rural communities has allowed us to witness the change that high-speed internet brings. Our principals in engineering rural broadband infrastructure include:

- High-speed – Deploying the fastest, high-capacity broadband to meet rural needs.
- Futureproofed – Equipping rural communities with long-term infrastructure.
- Resilient– Ensuring high-reliability and redundancy for rural communities.
- Equitable Access – Ensuring all communities have an equal opportunity to connect.
- Affordable – Designing and building networks for long-term sustainability.

Strategic Project Management - We will develop a project charter, project plan and milestones for design that lay out the essential steps that we will take to accomplish your goals. Our project manager and team will hold preliminary kick-off meetings, weekly status meetings, design updates and interim presentations throughout the project to keep you well informed of the progress and determine if any adjustments should be made to the design of the network. We will consult with you on a number of design alternatives, based on overall cost, constructability and benefit to the communities. This process will provide valuable input into the final design and ensure that we design the optimal network to meet the region's broadband needs.

Data Collection & Analysis - Magellan will develop GIS-based maps covering the County and define the locations where fiber and wireless services will be required. We will present the County with a comprehensive map of all information that will include all key community anchor facilities, electric cooperative boundaries, government boundaries, maps illustrating unserved and underserved communities (based on 10/1 or less than 10/1) and eligibility for funding, existing infrastructure and other data as required.

High-Level Fiber Optic Design - Based on the mapping information and an understanding of community needs across the region, Magellan will develop a high-level design for fiber. The fiber design will provide key outside plant aspects for construction of core fiber backbone, distribution and access within the region. It will assess aerial and underground routing, rights of way usage, routing through tribal and federal lands and use of existing fiber infrastructure or other resources where available. The design will also identify environmental requirements, highlighting the permitting authorities, locations of disturbance and potential impact.

Core Fiber Backbone - Connecting communities to one another across the County and building a high-capacity fiber backbone that connects to the greater internet points of presence, colocation centers and central offices. The core fiber backbone will consist of high-count fiber using redundant rings and/or mesh

architectures to support a highly resilient backbone. It will include all outside plant fiber assets, hut locations, facility locations and core network elements to light the network.

Fiber Laterals to Key Organizations – We will connect community anchor organizations to the fiber backbone, providing multi-gigabit connectivity to schools, hospitals, government offices, public safety facilities, utilities, cooperatives, and other key facilities. It will include all outside plant fiber assets and network elements to connect facilities to the network.

Fiber To The Home Distribution/Access – Magellan will provide dense fiber distribution to homes and businesses within each county, enabling individual users to connect to the network. FTTH distribution will include outside plant fiber, distribution huts, splitter cabinets and other distribution elements to connect end users to the network for fiber to the home broadband services.

Financials - Magellan’s Broadband Financial Sustainability Model is bond grade and has been utilized by dozens of municipalities to apply for and receive funding. Our team will prepare a funding plan that looks at a variety of funding models including bonding and the opportunity for State or Federal Funding.

ENGINEERING SERVICES

Magellan will provide a full set of PS&E documents for the first phase of fiber construction. Our PS&E development process includes several stages of engineering design, during which time, we coordinate, review and revise plans to meet the County’s construction standards, requirements and specifications. We utilize a 65%, 90% and 100% design phase process with milestone reviews at each point with County staff. This process ensures that we have captured all necessary information that will be critical in construction of the network, including:

- Running lines
- Surface features
- Right of way easements
- Optimal Routes
- POP feasibility
- Subsurface utilities
- Constructability issues and alternatives
- Civil construction and restoration standards
- Sites to connect
- Fiber capacity and strand count
- Fiber splicing and termination
- Equipment locations

Our field engineers will complete onsite constructability surveys for all running lines and make adjustments to the design to avoid challenging areas. This process also enables us to develop a construction phasing schedule based on what's happening in the local community.

As our engineering team collects this local data, we will adjust the network design to support the County's objectives and ensure minimal impact to the community during construction. Once field updates have been made to the design, we will produce the final PS&E documents, including:

- Basemaps in GIS and PDFs
- PDF copies of the design at each design stage
- Final plots and construction drawings
- Mylar plan sets stamped and signed
- Final bill of materials and cost estimates
- CAD format or similar drawing files

Once all field data has been collected, Magellan will begin the detailed engineering design from the survey data and make adjustments to running lines. This is known as the Low-Level Design and is the 60% milestone. Magellan utilizes a route optimization process to determine the best paths for fiber backbone routes, avoiding any potential constructability issues encountered during the fielding process. This process allows us to optimize the final routes for you and value engineer the network to keep costs down. Our low-level design process will also create all fiber cable sizes, splicing diagrams, port assignments, terminations and final site connections for the new backbone. Furthermore, it will provide preliminary bills of materials and cost estimates for the new network. Magellan's Low-Level design, 60% review with the County will provide the first set of construction prints with detailed placement and routing, integration with existing fiber and conduit, preliminary fiber splice plans, cabinet layouts, pedestals and other low-level outside plant infrastructure documentation. Magellan will provide a detailed review of the plant with the County, pointing out how the design has changed from the 30% High Level design review. In this review, Magellan will provide GIS data and plots to the County in advance of the meetings, so you have ample time to review. Accompanying this data will also be the preliminary cost estimates, bills of materials and bid package documents for construction. This 60% review will give The County a chance to provide feedback to Magellan at a more detailed level and better understand the costs of plant construction, to determine if any changes should be made to reduce budgets, speed the deployment or adjust the fiber routes.

Once all updates are invoked Magellan will complete the 90% milestone known as the Final Design. This design process will incorporate any changes from the 60% design milestone, Low Level Design into the final design. We will finalize all routing, alignments, separations, structure sizing and placement, cabinet placement, splice plans and other components of the design. This process will also identify all permits required, costs and timeframes to acquire the permits. Magellan will have a final review with the County to review all of the scope and address any questions or concerns.

DOCUMENTATION

The Final Design and Bid Package, known as milestone 100% will provide the final design and construction bid package with the following:

- All construction documents including evaluation matrices
- Procurement requirements
- Construction standards,
- Construction plans
- Sequencing and schedules,
- Bills of materials using unit costs and pay items for the release and RFP or invitation to bid.

Magellan will provide final QA/QC on all documents and conduct a formal review of the final deliverables with the County to determine if any changes need to be made before going to bid. Magellan will develop the final bid package for construction and provide the County with all content to support a competitive construction procurement.

Magellan will provide design specifications, prints, pay items, units, and final documents, incorporating in the County's existing procurement documents to create a final construction package for release to the market. Magellan is happy to manage the pre-bid meeting, answer questions, post addenda, evaluate bidders and make recommendations to the County on the final award.

CONSTRUCTION MANAGEMENT

Magellan's construction management team will enable the County to maintain a single point of contact for all construction-related activities. Magellan will provide a full-time, onsite construction manager, daily throughout the term of construction to oversee progress, liaise with the appropriate County staff, other utilities, permit authorities, the Contractor and Magellan's design team that completed the engineering design. The manager's prime function is to work on the County's behalf to ensure that the County's interests are protected in construction, and the Contractor meets the requirements set forth in the design and construction bid. Magellan's construction management services will include:

- Providing a liaison and single point of contact for all construction-related activities.
- Magellan's full-time construction manager will oversee adherence to construction schedule, public works and right of way restrictions, coordination of construction activities, management of applicable construction documentation, performance of inspections and QA/QC of activities for the duration of the construction contract.
- Working with the County's Project Manager to coordinate construction activities, address and resolve issues and provide ongoing construction progress reporting.

- Providing field inspections and oversight of construction crews to oversee quality workmanship, adherence to superior construction standards and alignment with the engineering design.
- Providing full construction accounting for all pay items, including materials, labor, equipment and other costs to verify quantities installed and ensure Contractor is reporting completion accurately.
- Managing the field change process to ensure any changes are necessary, determining the budgetary impact and managing the approval process.
- Working with County's Project Manager and finance personnel to properly establish construction accounts for the fiber backbone and provide guidance in booking assets and tracking depreciation.
- Reviewing, verifying, approving, and submitting Contractor invoices to the County's Project Manager. Calculating retainage amounts to be withheld. Tracking the current project spend against the approved budget.
- Production tracking, coordination with the construction vendor, schedule commitments, troubleshooting, punch list items, final completion, and acceptance testing closeout.

Outside Plant Construction Inspections - Magellan will provide Construction Inspection ("CI") services for the County as the fiber-optic network is constructed. Magellan's construction inspectors provide on-site supervision to determine compliance with project specification and federal requirements, applicable permits, and protection of the environment and historic or cultural sites.

Magellan will provide quality review on installation and ground restoration in real time. All field data and information related to changes in the field, as built and redline information will be acquired and reviewed in real time. In addition to these services, on-site inspection services provide field representation with oversight of crews in the field. Field inspection services include the following, as well as per diem, lodging, and vehicles for local Construction Inspection resources up to 6 days per week:

- Real time inspection services at the site of the work, including compliance to specifications and federal requirement; and review of installations.
- Onsite assessment of installed quantities and installation quality assurance.
- Review of compliance with environmental and safety standards including federal, state, county, city and OSHA as well as maintenance of traffic compliance and other specific requirements.
- Review of local, state, and federal code compliance including National Electric Code.
- Onsite supervision of fiber-optic testing (OTDR and power meter) and compliance.
- Field level decision-making to minimize crew downtime.
- Review of deliverable accuracy for all documentation including red lines, directional bore logs and production sheets.
- Onsite supervision of fiber-optic testing (OTDR and power meter) and compliance.
- Field level decision-making to minimize crew downtime.
- Review of deliverable accuracy for all documentation including red lines, directional bore logs and production sheets.

References

FIBER MASTER PLAN, HIGH-LEVEL DESIGN & TELECOMMUNICATIONS CONSULTING: CITY OF FORT LAUDERDALE, FL



CONTACT

Andrew Parker
Dept. of Information Technology
P: 954-828-5095
E: aparker@fortlauderdale.gov

"Magellan Advisors has been a trusted technology and telecommunications consulting partner for nearly a decade. The City of Fort Lauderdale is working hard to become a Smarter Fort Lauderdale and is primed to continue making key investments into fiber and wireless infrastructure that are vital to the City's competitiveness, supporting municipal operations and key smart city initiatives, while ensuring equal Internet access to all our citizens and visitors."

– Andrew Parker, Chief Information Officer

CHALLENGE

Magellan Advisors was engaged by the City of Fort Lauderdale to create a Fiber Master Plan in 2018. The City has recently lost use of its I-Net (institutional network) which was provided by Comcast for nearly two decades through a Cable Franchise Agreement. Comcast required the City to move to a managed network services platform, instead of offering low-cost dark fiber. The City was positioned to significantly increase their telecommunications operating costs to cover these new services.

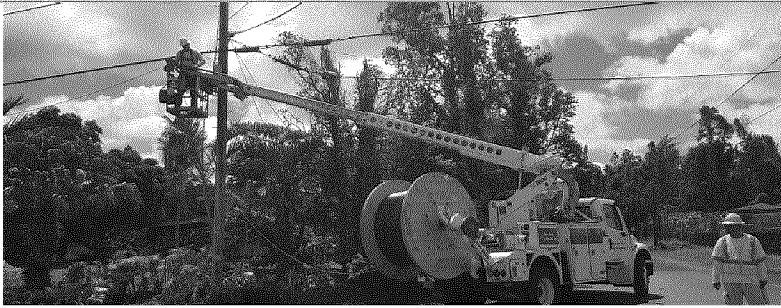
MAGELLAN'S SOLUTION

Magellan's team worked with the City of Fort Lauderdale to conduct a network needs assessment and development of a vision for the City's Smart City strategy. This included a conceptual design of a City-owned fiber-optic network connecting city facilities and sites, along with potential smart city devices and applications. Magellan provided the City with an actionable Fiber Master Plan detailing the vision, along with technical specifications, cost estimations, financial modeling and business case development. The City of Fort Lauderdale underwent some internal organizational changes in 2019/2020 and have since re-engaged Magellan Advisors in 2021 to update the former Fiber Master Plan to incorporate a Digital Inclusion Strategy, a Wireless Overlay strategy, and a renewed business case.

OUR CLIENT'S SUCCESS

The City began immediately implementing several of the key recommendations from the 2019 Plan, including the standup of a presence in a regional data center/Internet exchange site to establish a new Internet service presence, and for access to Azure Express routes. Additionally, the City contracted for a dark fiber backbone with Crown Castle for an initial 5-year period to begin migrating core data center circuits off Comcast's service. The City also has several new projects on the horizon which will positively impact the City's Fiber Master Plan, its financial model and long-term sustainability. These include Utility AMI, Parking, Public WiFi, Traffic/Mobility, and other smart city programs that will require long-term connectivity solutions.

UTILIZING CARES FUNDING FOR BROADBAND EXPANSION: ESCAMBIA COUNTY



CONTACT

Bart Siders
IT Manager
P: 850-595-1678
E: Wsiders@myescambia.com

With many people working from home and so many children taking classes on their computers, if you do not have a fast, strong and reliable internet connection then you simply cannot be successful in work or school. Access to fast, reliable internet has become an absolute must, not a luxury."

-Steven Barry, Escambia County Commissioner

CHALLENGE

Escambia County is located in the Florida panhandle with a mix of beaches, tourism and development in the South end of the County and more rural population in the North. Economic development and County officials became increasingly aware during the COVID-19 crisis that unequal access to broadband in the County was creating a digital divide, leaving many residents in the North without access to internet. This created issues surrounding digital education, healthcare and economic development in the Northern portions of the County. In 2020, Escambia County contracted with Magellan Advisors to conduct a broadband study and engineering estimates to address equitable access to high-speed broadband for 100% of Escambia County's residents and businesses. Escambia County tapped its 2020 CARES Act funding to develop the strategic plan and produce fiber and wireless designs.

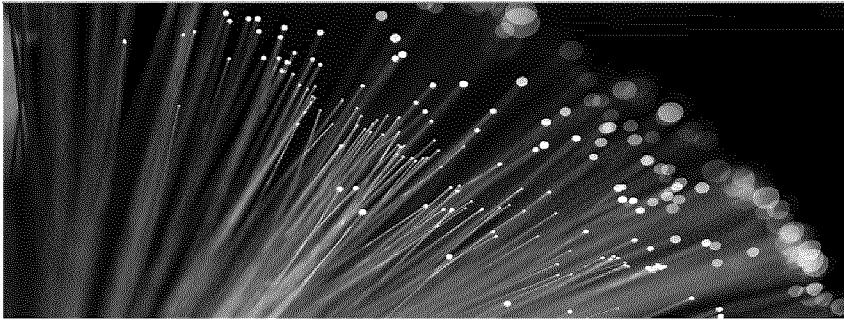
MAGELLAN'S SOLUTION

Magellan developed a comprehensive broadband study that identified gaps in internet access throughout the County and assessed the needs of the County organization itself. The assessment determined areas of greatest need and prioritized specific communities for new infrastructure, to be funded under future grant programs. For these communities, Magellan's team developed the design for a countywide hybrid fiber/wireless solution with a high-count fiber backbone to connect all County facilities and provide fiber connections to businesses within 500 feet of the network. Magellan developed a strategic business case for the County that showed by building the network, the County could reduce its telecommunications budget significantly and increase speeds and reliability while bringing new fiber into unserved areas of the County to support broadband access. Fiber and fixed wireless last mile were incorporated into the design to expand high-speed internet to the most unserved residents and businesses.

OUR CLIENT'S SUCCESS

Escambia County is moving forward with the plan and the County is using remaining CARES 2020 funds for engineering design and business planning. While the project is underway, Magellan is completing 2021 - 2022 grant funding to support construction.

FIBER DESIGN & CONSTRUCTION REFERENCE: CITY OF HILLSBORO, OR



CONTACT

Greg Mont
Information Services Director
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oregon.gov

"The partnership between the City and HSD is all about what's best for our community. We have a long history of working together to best serve our students and families, and this is another opportunity for us to do the right thing and make our schools and our community stronger."

-Mike Scott, Hillsboro Schools District Superintendent

CHALLENGE

The City of Hillsboro and Hillsboro School District envisioned a joint partnership for a community owned fiber network to support schools' connectivity needs and enable a platform for world-class broadband. In 2017, the City and School district signed an agreement to co-build the network. The next step was to identify a partner that understood municipal fiber projects and could manage the complex engineering process at hand, creating two networks from one.

MAGELLAN'S SOLUTION

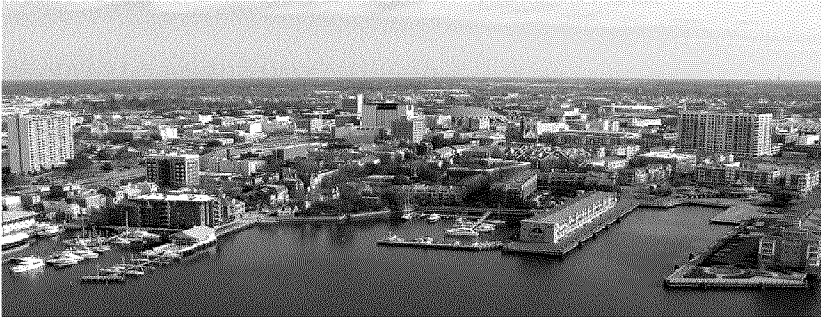
The City of Hillsboro hired Magellan in 2017 to develop a citywide fiber backbone and fiber to the home broadband network. Magellan approached the design by working with School District staff to determine their most important needs – high bandwidth, reliability and redundancy across all schools. Through the planning process, Magellan designed a highly redundant, multi-ring fiber backbone to connect 34 schools with dark fiber.

Concurrently, Magellan engineered an optimal fiber to the home architecture using the backbone network as a launchpad for broadband. Our design furnished the City with a blueprint for broadband across 44,000 homes and businesses. We provided detailed fielding, utility assessment, permitting, make-ready, prints, costing and as-builts for each phase of construction. The design delivers 1 and 10 gigabit capabilities natively in the network. To enable seamless deployment of the network, the City also selected Magellan to manage construction, given our deep experience constructing municipal fiber and our collaborative approach with the City's internal departments.

OUR CLIENT'S SUCCESS

Today, 34 schools are connected to the network, providing nearly unlimited bandwidth to support their current and future needs, while reducing its operating budgets by \$200,000 annually. The fiber backbone and the first phase of fiber to the home construction have been completed to enable the City to launch its gigabit internet services to the first homes in Hillsboro.

FIBER & WIRELESS NETWORK DESIGN REFERENCE: CITY OF CHESAPEAKE



CONTACT

Jay Krail
Project Manager
P: 504.920.3181
E: jkrail@cityofchesapeake.net

"The deployment of fiber throughout the City will open doors and offer benefits that we have only begun to fathom. It is critical that we approach this project with a strategic mindset, and that's why we're so pleased to have Magellan Advisors on our team. They, along with our regional partners in Hampton Roads, will help us all take a giant leap into the future." - Rick West, Mayor of Chesapeake

CHALLENGE

The City of Chesapeake, located in the Hampton Roads region of Virginia, is currently experiencing a technology ecosystem boom. As the region flourishes, Chesapeake's leadership noticed a lack of resilient and accessible fiber infrastructure to support the City's technology initiatives and broadband services. In late 2019, the City engaged Magellan Advisors to lead the development of Chesapeake's Next Generation Network (C-NGN) in an effort to provide world-class fiber connectivity to the City's enterprises, partners, and the greater Hampton Roads region. The objectives included enhancing municipal services, promoting economic development, supporting education and creating a catalyst for future private investment in broadband.

MAGELLAN'S SOLUTION

Magellan worked with the City to engineer the 170-mile C-NGN fiber-optic network and complementary smart city wireless overlay, branded Chesapeake Connects. Magellan conducted detailed assessment of each stakeholders' needs and developed the network design to maximize community use of the fiber. The network connects over 200 community facilities including city, school, library, hospital, public utility, public safety and traffic locations. The design also incorporates Chesapeake's economic development goals by ensuring that key business corridors are equipped with high-capacity fiber. Magellan Advisors engineered over 170-mile route miles of fiber, including fielding, low-level design, construction prints, permitting, master budgets and construction bids. In late 2020, Magellan's scope was expanded to determine how Chesapeake Connects will support organizations during and after the COVID-19 pandemic focusing on telehealth and remote education.

OUR CLIENT'S SUCCESS

Magellan's process of design, then bid, then build is giving the City best approach to minimize the cost of construction, select the most capable construction contractor and ensure rapid deployment of the network. The City of Chesapeake began construction by July 2021 and is working with Magellan to accelerate the timeline, targeting 18-24 months for completion of major construction related activities.

FIBER FEASIBILITY STUDY & IMPLEMENTATION MANAGEMENT REFERENCE: CITY OF PORTSMOUTH, VA



CONTACT

Daniel Jones
Chief Information Officer
P: 757.393.8398 x2117
E: jonesd@portsmouthva.gov

"Our municipal fiber backbone fits right in with Council's vision of becoming a smart city and being prepared for the next generation of technology"

-Mayor John Rowe, City of Portsmouth

CHALLENGE

With significant growth, the City of Portsmouth's existing budget for telecommunications services was expected to double from \$1 million to over \$2 million per year. To reduce its costs and create new capabilities, the City envisioned investing in its own fiber backbone. To do so, the City needed a partner that had planned, designed and built these networks in the municipal environment.

MAGELLAN'S SOLUTION

In 2017, Magellan conducted a needs assessment and fiber master plan for the City. The master plan included a high-level design for a citywide fiber backbone, with accompanying cost estimates and a strategic business case. The business case showed by investing in the fiber, the City would eliminate 95% of its recurring telecommunications costs and own the fiber to support growing needs among city departments, external stakeholders and the community. In 2018, City Council approved the master plan and authorized the construction of the fiber network to 85 city, school, library, public safety, tower and other sites. Magellan developed the engineering design for the fiber network using 100% underground construction, with high capacity fiber and multiple levels of redundancy. Magellan's design process gave the City the most effective solution to build the network at the lowest cost. Upon completion of the design, Magellan was retained to procure the construction contractor and manage construction and inspections for the City.

OUR CLIENT'S SUCCESS

Today, the majority of the network has been built and the City is already realizing benefits of its investment. The City will connect each and every site at 1 Gbps and 10 Gbps, increasing site bandwidth to every facility. The network is connecting major community anchors like Tidewater Community College and other key stakeholders throughout the City. It will enable a new platform for innovation in traffic management, public safety, utilities management, and most importantly, it will Portsmouth as a Smart City for tomorrow.

Business Credentials / Required Forms

KEY PERSONNEL

Courtney Violette will be the Okaloosa County Project Executive and has experience in leading Feasibility Studies and Network Design projects all over the United States with a specialty in the state of Florida. All broadband expansion projects come with unknown variables and our proven methods are ready to tackle any technical or regulatory hurdles involved in the project. Our team is comprised of financial experts in the field of broadband funding and implementation costs. We will use their expertise to guide all phases of the design project. Brief resumes are located in the Key Personnel section of our response.

Courtney Violette - Chief Operating Officer Project Executive



Courtney has led over one hundred municipal broadband planning and implementation projects across the country. He is a Certified Fiber-To-The-Home Professional and holds several technical certifications in broadband, information technology and information security. Prior to joining Magellan, he spent six years as the CIO for the City of Palm Coast. During this time, he planned and built the first true City-owned open-access network in the Southeast. Through his leadership, the network grew to serve government, business, education and healthcare needs across the City, saving these organizations millions of dollars and providing gigabit connectivity to meet the community's needs. Courtney holds an MA in Information Technology Management and a BS in Computer Science from Webster University.

Mike Johnson - Senior Consultant Project Manager



Mike has over 30 years of extensive experience in wireless communications and broadband data network design. He uses his extensive history and knowledge to assist clients in accomplishing project planning and deliverable essential to deploying successful communications and data systems. His strengths include program management, requirements gathering, field test engineering, equipment evaluation, engineering management, and analyzing complex design conceptions. He has also designed wireless broadband equipment for Point to Point, Point to Multipoint and Mesh Radio Networks. Mike holds four patents on spectrum sensing, channel coordination, and dynamic location information. He also has current certifications in FTTx architecture, Fiber Plug and Play modules, and FTTx link budgets. Mike holds a Bachelor of Science in Electrical Engineering from the University of Florida.

Matthew Southwell - Associate Project Manager - Design



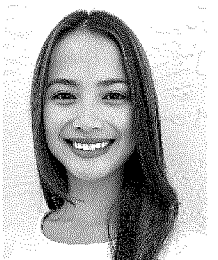
Matthew Southwell has over 13 years in the telecommunications field. Matthew's career began as a U.S. Army Sergeant where he worked on tactical communication systems, Sat-Com radio systems, and deploying weekly COMSEC key changes OTAR (Over the Air Rekeying) with newly deployed radio systems during two Operation Enduring Freedom deployments. Matthew's private sector work includes work with a Motorola radio distributor and contractor where he supported many Federal, State, and local County entities to include: Department of Homeland Security, Immigration and Customs Enforcement, Drug Enforcement Administration, Florida Highway Patrol, Greater Orlando Airport Authority, Orange County Sheriff's Office, and the Lake County Sheriff's Office. Matthew's current role within Magellan includes analysis of client GIS data and mapping, creating conceptual network designs and costing estimates for future fiber builds. Matthew is a Certified Fiber to the Home Professional (CFHP) and holds a Business Management Degree with High Honors from Keiser University in Orlando, FL.

Al Kamuda - Design Team Lead



Al Kamuda is a seasoned telecommunications and GIS professional with over 20 years' experience in telecommunications engineering, mapping, design and outside plant construction. Prior to joining Magellan, Al was the Senior Design Manager for the Central Florida region at Spectrum (Charter Communications), where he led the planning, project management and implementation of outside plant design for various company growth projects including residential, commercial, cellular backhaul and metro WIFI. His extensive experience with the telecommunications industry, CAD platforms and geospatial expertise along with his strategic forward thinking provides an extremely diverse skill set that allows him the valuable insight needed to understand the client's objectives in all aspects of telecommunications construction and design processes.

Kelly Dela Cruz - Project Management Analyst



Kelly is an experienced Analyst with a proven track record of success in various fields such as hospitality, fintech, retail and manufacturing. Her expertise lies in the intersection of User Experience Design and Analytics where she is able to transform project related data and insights into narratives that connect various stakeholders both technical and non technical and act as a catalyst for value creation. Driven by growth opportunities in every community, she believes in maximizing the resources available to them by forming and maintaining coherent, up to date and accurate informative documentations. Kelly as an avid learner has recently earned her master's degree in International Business with a specialization in Business Analytics.

Magellan Advisors is an active partner in the Florida Association of Counties (FAC), the only organization representing the interests of all 67 counties in the state. Through FAC, Magellan has shared its extensive broadband expertise directly with county decision makers responsible for the technology infrastructure decisions in their communities. FAC has provided



FLORIDA
ASSOCIATION OF
COUNTIES

Magellan with the opportunity to understand communities' needs and forge the successful business relationships that have resulted in improved connectivity throughout many communities.



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
MAGELLAN ADVISORS LLC

Filing Information

Document Number	L04000007658
FEVEIN Number	65-1218484
Date Filed	01/28/2004
State	FL
Status	ACTIVE

Principal Address

999 18th Street
Suite 3000
Denver, CO 80202

Changed: 03/19/2014

Mailing Address

999 18th Street
Suite 3000
Denver, CO 80202

Changed: 03/19/2014

Registered Agent Name & Address

HONKER, JOHN
450 Alton Road
1402
MIAMI BEACH, FL 33139

Address Changed: 04/07/2016

Authorized Person(s) Detail

Name & Address

Title MGR

HONKER, JOHN
450 Alton Road
1402
MIAMI BEACH, FL 33139



REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENT'S ACKNOWLEDGEMENT

RFQ TITLE: Telecommunications/Broadband Specialized Consulting Services
RFQ NUMBER: RFQ IT 33-22

ISSUE DATE: April 4, 2022
LAST DAY FOR QUESTIONS: April 15, 2022 at 3:00 P.M. CST
RFQ OPENING DATE & TIME: May 3, 2022 at 3:00 P.M. 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 Magellan Advisors, LLC
 MAILING ADDRESS 999 18th Street, Suite 3000,
 CITY, STATE, ZIP Denver, CO 80202
 FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 65-1218484
 TELEPHONE NUMBER: 865.770.0755 EXT: _____ FAX: 888.330.0391
 EMAIL: jhonker@magellan-advisors.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: John Honker
 TITLE: President and CEO DATE: May 3, 2022

Rev: September 22, 2015

TELECOMMUNICATIONS/BROADBAND SPECIALIZED CONSULTING SERVICES
RFQ IT 33-22

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 **Telecommunications/Broadband Specialized Consulting Services**.

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 May 3, 2022**, 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
MEL PONDER, CHAIRMAN

RFQ IT 33-22: TELECOMMUNICATIONS/BROADBAND SPECIALIZED CONSULTING SERVICES

PART 1 – GENERAL INFORMATION

Okaloosa County is planning major broadband related initiatives in 3 general phases: 1) expand our existing county owned and maintained fiber optic network to support critical infrastructure, public safety, and community anchor institutions; 2) use this expansion to supply the middle mile infrastructure necessary to help develop public-private partnerships by providing incentives in dark fiber as well as grant related financial incentives to build out terrestrial wired service to targeted unserved or underserved north county areas; and 3) consider fixed wireless or other wireless solutions to reach those not suitable for terrestrial wired buildouts.

PART 2 – SCOPE OF SERVICES

The County is seeking consultant and engineering services to assist and complete specialized fiber optic network and conduit system, fixed wireless, cellular, or RF related telecommunication services including but not limited to: studies, surveys (collection of data or GIS related mapping and services), engineering design, fiber optic splice designs and documents, preparation of plans or permits, specifications and contract documents, public-private partnerships, preparation of cost estimates, assistance in obtaining necessary permits (fees to be provided by County), construction inspection, construction management, contract administration, project completion certificates and as-builts as may be required in a suitable ESRI GIS format, coordination with local stakeholders, DOD related dig permits, route selection, right-of-way and utility identification, optical time-domain reflectometer (OTDR), power and dB loss evaluation and assessment. Projects may be routine, non-routine or emergency inside/outside plant to support the operation, expansion, maintenance and sustainability of the Okaloosa County Fiber Optic Network, traffic engineering/operations and other telecommunication related components and services.

Service of the consultant shall be under the general direction of the Information Technology Department Director, or his or her designee, who shall act as the County's representative during the performance of the scope of services. This contract will be task order driven.

The term of the agreement will begin when all parties have signed and continue for three (3) years. The agreement may be renewed for up to two (2) one (1) year renewals upon written approval by all parties. The County reserves the right to award to more than one vendor, if it is in the best interest of the County.

PART 3 – QUALIFICATION PREPARATION INSTRUCTIONS

The Request for Qualification (RFQ) and all supporting documentation is required and must be signed by a company official with the power to bind the company in its contract. 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. (Required forms are excluded from the total page count)

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 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 two or three firms.

At such time when an approval is granted by the Okaloosa County Board of Commissioners, notification will be

provided to each firm in accordance with the County’s Purchasing Manual. Failure to file a protest within the time prescribed in accordance with the County’s Purchasing Manual, Section 31, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under law.

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

1. **Letter of Interest** shall be prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually. The letter shall include location of the firm’s office that will be the lead office for this contract and any anticipated sub-consultants.
2. Experience in large scale backbone/middle fiber optic network/conduit system design, standards, plans preparation, permitting and evaluation. **(35 points)**
3. Experience in fixed wireless, cellular, or RF related telecommunications design, standards, plans preparation, permitting, CEI and evaluation. **(15 points)**
4. Experience in performing telecommunication related construction plans, technical proposals, or bid document review and provide to County. **(15 points)**
5. Experience in public-private telecommunication partnerships, especially at the local level. **(15 points)**
6. Experience in field review of constrictions activities i.e. construction engineering inspection (CEI) for compliance with plans and specifications for the duration of project completion. **(10 points)**
7. Experience in assisting local governments with responding to emergency/ storm events relating to damage to Fiber Optic Networks and Telecommunication Assets. **(5 Points)**
8. References from previous awarded contracts in similar field of work. **(5 points)**
9. **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.
10. **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.

PART 4 – PROCUREMENT SCHEDULE (ANTICIPATED)

RFQ Advertised & Posted on Website	04-04-2022
Deadline for Questions	04-15-2022 @ 3:00 P.M.
RFQ Response Due Date	05-03-2022 @ 3:00 P.M.
Selection Review Committee Meeting	05-19-2022 @ 9:00 P.M.
Recommend Award to BCC via ITA	05-20-2022
Contract Negotiations	05-30-2022 –06-03-2022
Finalize/Execute Agreement	06-19-2022

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 08/01/2018

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such 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.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance on all Workers Compensation Certificates 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. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
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.

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 other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. 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
4. 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. 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. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident

(A combined single limit)

- | | | |
|----|---------------------------------|---|
| 3. | Commercial General Liability | \$1,000,000 each occurrence
for Bodily Injury & Property Damage
\$1M each occurrence Products and completed
operations |
| 4. | Personal and Advertising Injury | \$1,000,000 each occurrence |
| 5. | Professional Liability (E&O) | \$1,000,000 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.

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County Board of County Commissioners, 302 N. Wilson St., Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' 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 and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
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 consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

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

GENERAL CONDITIONS

1. PRE-QUALIFICATION ACTIVITY -

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

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

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

Such written addenda or modification shall be part of the 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.

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

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

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

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

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

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

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

11. DISCRIMINATION - An entity or affiliate who has been placed on the discriminatory vendor list may not submit qualifications for a contract to provide goods or services to a public entity, may not submit qualifications on a contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

12. PUBLIC ENTITY CRIME INFORMATION - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any

public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

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

14. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
15. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish any additional information and financial data for this purpose as the County may request.
16. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071(1)(b)2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
17. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon being removed from the Active Contractors List or termination of any contract resulting from this solicitation.
18. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

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

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

solicitation for the County's convenience.

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

20. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the vendor list for duration of one (1) year, at the option of County.
21. **AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under any contract resulting from this solicitation from the date of the contract through three (3) years after the expiration of contract.
22. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
23. **NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
24. **UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the terms under which respondent was placed on the Active Contractors List . In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the subject contract and removal of the respondent from the Active Contractors list. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
25. **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 **DRUG¹**

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.


- a. Drug-Free Workplace Certification Form
- b. Conflict of Interest
- c. Federal E-Verify
- d. Cone of Silence Form
- e. Indemnification and Hold Harmless
- f. Addendum Acknowledgement
- g. Company Data
- h. System Award Management Form
- i. List of References
- j. Certification Regarding Lobbying
- k. Sworn Statement – Public Entity Crimes
- l. Governmental Debarment & Suspension
- m. Vendors on Scrutinized Companies List
- n. Certificate of Good Standing for the State of Florida-provided by contractor
- o. Federal Clauses
- p. Buy American Certificate

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED PROPOSER 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 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: 5/3/22 SIGNATURE: 
COMPANY: Magellan Advisors NAME: John Honker
(Typed or Printed)
ADDRESS: 999 18th Street, Suite 3000 TITLE: President and CEO
Denver, CO 80202
PHONE NO. 865.770.0755 E-MAIL: jhonker@magellan-advisors.com

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, 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) POSITION(S)

NAME(S) POSITION(S)

FIRM NAME: Magellan Advisors

BY (PRINTED): John Honker

BY (SIGNATURE): 

TITLE: President and CEO

ADDRESS: 999 18th St, Suite 3000, Denver, CO 80202

PHONE NO.: 865.770.0755

E-MAIL : jhonker@magellan-advisors.com

DATE: 5/3/22

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 while the respondent is on the Active Contractors List, 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 time the respondent is on the Active Contractors List; 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: 5/3/22

SIGNATURE: 

COMPANY: Magellan Advisors

NAME: John Honker

ADDRESS: 999 18th St, Suite 3000, Denver, CO 80202

TITLE: President and CEO

E-MAIL: jhonker@magellan-advisors.com

PHONE NO.: 865.770.0755

CONE OF SILENCE

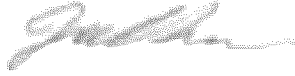
The Board of County Commissioners have established a solicitation silence policy (**Cone of Silence**) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents 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 place respondents on the Active Contractors List or award a particular contract, other than the Purchasing Department Staff.

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

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

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

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


I  representing Magellan Advisors
Signature Company Name

On this 3rd day of May 2022, I hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

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.

Magellan Advisors, LLC
Proposer's Company Name
999 18th St, Suite 3000, Denver, CO 80202
Physical Address
999 18th St, Suite 3000, Denver, CO 80202
Mailing Address
865.770.0755
Phone Number
786.208.8952
Cellular Number
5/3/22
Date

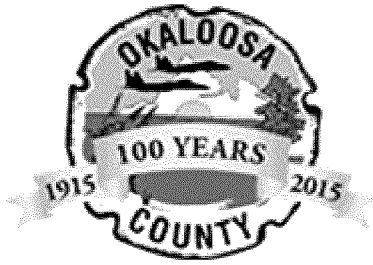

John Honker
Authorized Signature – Manual
John Honker
Authorized Signature – Typed
President and CEO
Title
888.330.0391
FAX Number
786.208.8952
After-Hours Number(s)

ADDENDUM ACKNOWLEDGEMENT
RFQ IT 33-22

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

<u>ADDENDUM NO.</u>	<u>DATE</u>
One	4/19/2022

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



ADDENDUM 1

April 19, 2022

RFQ IT 33-22

Telecommunications/Broadband Specialized Consulting Services

This addendum is to answer questions asked by potential vendors.

1. On Page 8, it states that all signatures shall be in blue ink. Since we will be submitting the proposal via your portal, how would you like us to address this via an electronic submittal? For example, include scanned color copies of signature pages? The signature can be digital or you can scan it in with a wet signature. It does not have to be in blue ink.
2. Would the County consider partnering with a fiber to the home ISP? We want to explore a partnership... as you mention, but that will be subsequent RFQ/RFP procurements.
3. Are they planning to be the ISP on the network, do they have an ISP partner selected, or will there be a subsequent RFP for ISPs specifically? ISP is not required for this contract, buildout will become part of County fiber network and subsequent procurements and phases will involve ISP public private partnerships that will provide incentives to build out the last mile to under or unserved North County areas. This consultant contract may provide consulting during that phase, but the County will only provide dark fiber and not a lit service.
4. 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. Can you clarify further, what will need to be submitted to meet this requirement? You will need to provide your SunBiz registration that you are certified to do business in the State of Florida.

The RFQ opening date remains May 3, 2022 at 3:00 P.M. CST.

DUNS # 961717654
FEIN # 65-1218484 incorporated
SAMS CAGE CODE - 8BZM2
RENEWS JULY 2021

COMPANY DATA

Respondent's Company Name:	Magellan Advisors
Physical Address & Phone #:	999 18th Street, Suite 3000
	Denver, CO 80202
	865.770.0755
Contact Person (Typed-Printed):	John Honker
Phone #:	786.208.8952
Cell #:	786.208.8952
Federal ID or SS #:	65-1218484
DUNNS/SAM #:	961717654
Respondent's License #:	
Additional License – Trade and Number	
Fax #:	888.330.0391
Emergency #'s After Hours, Weekends & Holidays:	786.208.8952
DBE/Minority Number:	

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:	<u>Magellan Advisors</u>
Entity Address:	<u>999 18th Street, Suite 3000, Denver, CO 80202</u>
Duns Number:	<u>961717654</u>
CAGE Code:	<u>8BZM2</u>

LIST OF REFERENCES

1. Owner's Name and Address: City of Fort Lauderdale, FL

Contact Person: Andrew Parker Telephone # (954) 828-5095

Email: aparker@fortlauderdale.gov

2. Owner's Name and Address: Escambia County, FL

Contact Person: Bart Siders Telephone # (850) 595-1678

Email: wsiders@myescambia.com

3. Owner's Name and Address: City of Hillsboro, OR

Contact Person: Greg Mont Telephone # (503) 681-5401

Email: greg.mont@hillsboro-oregon.gov

4. Owner's Name and Address: City of Chesapeake, VA

Contact Person: Jay Krail Telephone # (504) 920-3181

Email: jkraill@cityofchesapeake.net

5. Owner's Name and Address: City of Portsmouth, VA

Contact Person: Daniel Jones Telephone # (757) 393-8398 ext. 2117

Email: jonesd@portsmouthva.gov

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

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

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

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


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

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

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

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

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

 Signature of Contractor's Authorized Official

John Honker, President and CEO Name and Title of Contractor's Authorized Official

May 3, 2022 Date

**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 Magellan Advisors, LLC
2. This sworn statement is submitted by John Honker

whose business address is: 999 18th Street, Suite 3000 Denver CO 80202

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: 65-1218484

3. My name is John Honker and my relationship to the entity named above is President and CEO

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

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


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

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

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

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

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

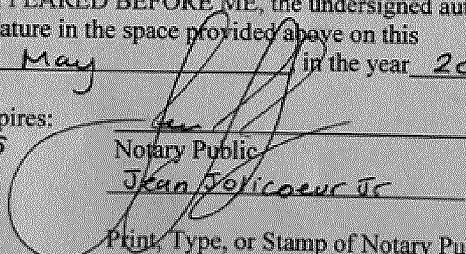
Date: 05-02-2022 Signature: 

STATE OF: Florida

COUNTY OF: Miami Dade

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 2nd day of May in the year 2022.

My commission expires: August 11, 2025


Notary Public
Jean Jolicoeur Jr

Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification:



Type of ID

**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

John Honker, President and CEO

Printed Name and Title of Authorized Representative



Signature


May 3, 2022

Date

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Magellan Advisors, 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>May 5, 2022</u>	SIGNATURE:	<u></u>
COMPANY:	<u>Magellan Advisors</u>	NAME:	<u>John Honker</u> (Typed or Printed)
ADDRESS:	<u>999 18th Street, Suite 3000</u> <u>Denver, CO, 80202</u>	TITLE:	<u>President and CEO</u>
		E-MAIL:	<u>jhonker@magellan-advisors.com</u>
PHONE NO.:	<u>786.208.8952</u>		

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. *Proposer* shall adhere to all grant conditions as set forth in the requirements of grant no. American Rescue Plan Act. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

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

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

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

Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 1 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *proposer* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Conflict of Interest (2 CFR § 200.112):

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

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

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

Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321):

Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *proposer* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *proposer* will require compliance

by all sub-contractors. Prior to contract award, the *proposer* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

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

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

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *solicitation*, the *proposer* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *Proposer* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage

determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

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

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

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

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

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

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401): Applicability: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 additional Standard patent rights clauses in

accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The President and CEO on behalf of Magellan Advisors
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: May 3, 2022

SIGNATURE: 

COMPANY: Magellan Advisors

NAME: John Honker

ADDRESS: 999 18th Street, Suite 3000
Denver, CO, 80202

TITLE: President and CEO

E-MAIL: jhonker@magellan-advisors.com

PHONE NO.: 786.208.8952