

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/04/2022

Contract/Lease Control #: C22-3148-WS

Procurement#: SINGLE SOURCE

Contract/Lease Type: AGREEMENT

Award To/Lessee: PUMP & PROCESS EQUIPMENT, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/03/2022

Expiration Date: 01/02/2023 W/4 1 YR RENEWALS

Description of: OMNIBEACON MONITORING SERVICE

Department: WS

Department Monitor: LITTRRELL

Monitor's Telephone #: 850-651-7171

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

Closed:

Cc: BCC RECORDS



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/11/2022

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

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

<b>PRODUCER</b> Bates, Roberts, Fowlkes & Jackson Insurance 1812-6th Avenue, South Post Office Box 101537 Irontdale AL 35210		<b>CONTACT NAME:</b> Sherre Meadows <b>PHONE (A/C, No, Ext):</b> (205) 956-0563 <b>E-MAIL ADDRESS:</b> sherre@batesia.com <b>FAX (A/C, No):</b> (205) 956-6905	
<b>INSURED</b> Pump & Process Equipment INC 2644 Old Rocky Ridge Rd Vestavia Hills AL 35216-4806		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> CINCINNATI INSURANCE CO	<b>NAIC #</b> 10677
		<b>INSURER B:</b> Auto Owners Insurance	18988
		<b>INSURER C:</b> FFVA Mutual	10385
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** GA-FL WC & FL GL      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDSUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:	Y	ENP 0531377	05/21/2021	05/21/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	5213065900	01/15/2021	01/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Non-owned \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$		ENP 0531502	05/21/2021	05/21/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A Y WC8400029237	03/06/2021	03/06/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Okaloosa County and its officials, employees, volunteers and other interest required by Okaloosa Count are listed as additional insured in regards to the above General Liability Auto Liability in a Primary & Non-Contributory basis when required by written contract and per policy forms. Waiver of Subrogation applies in favor of Okaloosa County, etal as respects Workers Compensation.

**CONTRACT: C22-3148-WS**  
**PUMP AND PROCESS EQUIPMENT, INC**  
**OMNIBEACON MONITORING SERVICES**  
**EXPIRES: 01/02/2023 W/4 1 YR RENEWALS**

**CERTIFICATE HOLDER**

**CANCELL**

Okaloosa County School Board  
120 Lowery Place  
Ft. Walton Beach FL 32548

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

Procurement/Contract/Lease Number: TBD Tracking Number: 4456-21  
Procurement/Contractor/Lessee Name: Bump Process Grant Funded: YES \_\_\_ NO X  
Purpose: OmniBeacon monitoring service  
Date/Term: 1yr w/ 41yr renewals  
Department #: 4101  
Account #: 541010  
Amount: \$16,490.00  
Department: WS Dept. Monitor Name: Little

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

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 11-16-21  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

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

Approved as written: NO federal funds Grant Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Grants Coordinator \_\_\_\_\_

**Risk Management Review**

Approved as written: see email attached Date: 11-19-21  
Risk Manager or designee Lisa Price

**County Attorney Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_  
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

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

**IT Review (if applicable)**

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

C22-3148-WJ

## DeRita Mason

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**From:** Roldan, Byron <Byron.Roldan@truist.com>  
**Sent:** Tuesday, December 7, 2021 1:04 PM  
**To:** DeRita Mason  
**Cc:** Faye Douglas  
**Subject:** RE: Release of Escrow Funds C20-2975-PW

Hello DeRita

I confirm receipt. We'll have this processed shortly.

Regards,  
Byron

### Byron Roldan

**Vice President / Client Manager / Truist** / Corporate Trust and Escrow Services  
Office: 804-782-5404 | Fax: 804-225-7141 | 919 E. Main Street, 2nd Floor, Richmond, VA 23219

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Tuesday, December 7, 2021 7:43 AM  
**To:** Roldan, Byron <Byron.Roldan@truist.com>  
**Cc:** Faye Douglas <fdouglas@myokaloosa.com>  
**Subject:** FW: Release of Escrow Funds C20-2975-PW  
**Importance:** High

Byron,  
Please find the Release of Escrow Funds attached.

Let me know if you need anything further.

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



## DeRita Mason

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**From:** Karen Donaldson  
**Sent:** Friday, November 19, 2021 4:15 PM  
**To:** DeRita Mason  
**Subject:** RE: Pump Process Contract

This is approved by risk management for insurance purposes.

Thank you

*Karen Donaldson*

Karen Donaldson  
Claims Examiner  
Okaloosa County Risk Management  
302 N Wilson Street, Suite 301  
Crestview, Fl. 32536  
850.683.6207 / 850.585.8915 Cell  
[KDonaldson@myokaloosa.com](mailto:KDonaldson@myokaloosa.com)



For all things Wellness please visit:

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

*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.*

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**From:** DeRita Mason  
**Sent:** Tuesday, November 16, 2021 10:14 AM  
**To:** Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Cc:** Karen Donaldson <kdonaldson@myokaloosa.com>; Kerry Parsons <kparsons@myokaloosa.com>  
**Subject:** Pump Process Contract

Good morning ladies,  
Please review and approve the attached.  
Thank you,



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Profit Corporation

PUMP & PROCESS EQUIPMENT CO., INC.

### Filing Information

**Document Number** P13000024591  
**FEI/EIN Number** 63-1061090  
**Date Filed** 03/15/2013  
**Effective Date** 03/15/2013  
**State** FL  
**Status** ACTIVE

### Principal Address

300 SHADOW WOOD PARK  
SUITE 200  
BIRMINGHAM, AL 35244

Changed: 04/07/2014

### Mailing Address

700 27TH PLACE SOUTH  
BIRMINGHAM, AL 35233

### Registered Agent Name & Address

SMITH, JAMES E  
370 West Burgess Road  
PENSACOLA, FL 32503

Address Changed: 04/30/2021

### Officer/Director Detail

#### **Name & Address**

Title P

MULVANEY, JAMES E, JR.  
300 SHADOW WOOD PARK  
BIRMINGHAM, AL 35242

Title VP

SMITH, JAMES E

370 West Burgess Road  
Pensacola, FL 32503

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2019	06/13/2019
2020	04/08/2020
2021	04/30/2021

**Document Images**

<a href="#"><u>04/30/2021 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/08/2020 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>06/13/2019 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>03/20/2018 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/06/2017 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/15/2016 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/02/2015 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/07/2014 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>03/15/2013 -- Domestic Profit</u></a>	<a href="#">View image in PDF format</a>



**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA  
AND PUMP & PROCESS EQUIPMENT INCORPORATED**

(Single Source)

**THIS AGREEMENT** (hereinafter referred to as the "Agreement") is made this 3, day of January, 2022, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and Pump & Process Equipment Inc., a Florida Profit Corporation authorized to do business in the State of Florida whose address is 370 West Burgess Rd., Pensacola, FL 32503 (hereinafter referred to as "Contractor") whose Federal I.D. # is 63-1061090.

**RECITALS**

**WHEREAS**, the County is in need of a contractor to provide OmniBeacon Monitoring Service ("Services"); and

**WHEREAS**, pursuant to Section 19 of the Okaloosa County Purchasing Manual, the County is procuring the services through a single source procurement. A copy of the Contractor's proposal and the County's single source justification is included as Attachment "A"; and

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

**WHEREAS**, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of sixteen thousand, four hundred ninety Dollars (\$16,490.00) as further detailed below.

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

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

Attachment "A" – Contractor's Proposal and the County's Single Source Justification;

Attachment "B" – Insurance Requirements;

Attachment "C" – Title VI list of pertinent nondiscrimination acts and authorities;

Attachment "D" – Scrutinized Companies Certification.

**2. Services.** Contractor agrees to perform the following services, OmniBeacon Monitoring Service. The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to

1  
CONTRACT: C22-3148-WS  
PUMP & PROCESS EQUIPMENT, INC.  
OMNIBEACON MONITORING SERVICE  
EXPIRES: 01/02/2023 W/4 1 YR RENEWALS





ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

**3. Term and Renewal.** The term of this Agreement shall begin when all parties have signed and shall continue for a period of one year (1) from the date of full execution of this Agreement, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may be renewed upon mutual written agreement of the parties for a period of up to four (4) one (1) year renewals.

**4. Compensation.** The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of sixteen thousand, four hundred ninety Dollars (\$16,490.00).

- a. Contractor shall submit an invoice to the County monthly. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.
- b. Disbursement. Check one:

There are no reimbursable expenses associated with this Agreement.

- c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

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



obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

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

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

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

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
  - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
  - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in





voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

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

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

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



disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

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

<b>If to the County:</b>	Jeff Littrell, Director 1804 Lewis Turner Blvd. Fort Walton Beach, FL 32548 850-651-7171 <a href="mailto:jlittrell@myokaloosa.com">jlittrell@myokaloosa.com</a>	<b>With a copy to:</b> County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
<b>If to the Contractor:</b>	Butch Branton Pump & Process Equipment, Inc. 370 West Burgess Rd. Pensacola, FL 32503 850-432-0334 <a href="mailto:kathleen@pumpandprocess.net">kathleen@pumpandprocess.net</a>	

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





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

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

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

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



compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

**18. Independent Contractor.** Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the





County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

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

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

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

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

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



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

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

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

**23. Inconsistencies and Entire Agreement.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

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

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

**26. Representation of Authority to Contractor/Signatory.** The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and





has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

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

**PUMP & PROCESS EQUIPMENT, INC.:**

KW McDole  
Signature

TITLE: Project Manager

Kathleen McDole  
Print Name

---

**OKALOOSA COUNTY, FLORIDA**

Jeffrey A. Hyde  
Jeff Hyde, Purchasing Manager



**Attachment "A"**

**Contractors Proposal/Single Source**



### SINGLE SOURCE PURCHASE JUSTIFICATION REQUEST

A single source means that a commodity or service can be purchased from multiple sources, but, in order to meet certain functional or performance requirements (e.g. parts matching existing equipment or materials) there is only one economically feasible source for the purchase.

**Date:** 12/01/2021

**PR No:**

**Requestor:** Jeb Chessher

**Phone No:** 850-609-5057

**Department/Division:** Okaloosa County Water & Sewer

**Item Description:** Omnisite cellular monitoring and website interface service for existing and future Omnisite Cellular alarm units. Estimated number of units for service is 160.

**Vendor:** Pump and Process Equipment, Inc.

**Vendor's Address:** 370 W Burgess Road, Pensacola, Florida 32503

**Vendor's Telephone No:** 850-432-0334

**Point of Contact:** Kathleen McDole

**Single Source Justification:**  
(attach additional docs if any)

OCWS is replacing outdated land line alarm systems at our lift stations with Omnisite cellular alarm systems. The wireless monitoring and website interface for these new alarm systems is an Omnisite proprietary service provided through Pump and Process (see attached justification).

**Check One:**

- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation. (attach emergency condition documentation)
- Federal Awarding Agency or Pass Through Agency authorizes noncompetitive negotiations (letter of authorization is attached).
- The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the time to be replaced (price certification attached).
- Other, additional justification required (continue on blank page as needed)

12/07/2021

**Requesting Department Director Signature (or authorized Designee)**

**Date**

**REVIEW BY OMB AND PURCHASING**

Approved:

**OMB and Purchasing Department Comments:**

Denied:

**OMB Director Signature**

**Date**

## Justification

Omnibeacons are cellular alarm systems provided by Omnisite and sold by their local vendor Pump and Process Equipment Inc. Pump and Process has been working with Okaloosa County Water and Sewer for the past several years to provide cellular alarm units with monitoring service to support our cellular alarm initiative. We install these alarm systems at our lift stations to provide a primary or backup alarm system. The Omnibeacons send alarms when we experience power failures or high levels. We need alarms to be able to respond quickly to prevent sanitary sewer overflows and sewer backups in homes. The alarms and current status of the lift stations are transmitted via a cellular signal to Omnisite servers. The Omnisite servers monitor the sites and displays that information through their website interface on our desktops and mobile devices. The Omnibeacons will not send alarms to us without the Omnisite cellular monitoring and website interface service. This is a proprietary service provided by Omnisite and offered through their local representative Pump and Process Inc.





Quote Number: 110821 K5

3820 Hopkins Street  
Pensacola, FL 32505  
(850) 432-0334, fax: (850) 432-1336

# Quotation

To: Jeb Chessher  
Okaloosa County

Note: 12/21/21  
Project: OmniBeacon Monitoring Service  
Location: Okaloosa County  
Engineer: N/A

Equipment: OmniBeacon Monitoring Service

Terms: NET 30 Days

Delivery: NA

**We are pleased to quote on the following equipment:**

-Ninety-nine (99) OmniBeacon wireless monitoring service from 1-1-2022 through 12-31-2022 for units on attached page.  
**\$170.00 each/\$16,830.00 total**

-Ninety-nine (99) OmniAdvantage Plan from 1-1-2022 through 12-31-2022 for units on attached page.- lifetime warranty to include free repairs, equipment upgrade, on-site training, and priority support and account setup.  
**\$195.00 each/\$19,305.00 total**

**Total \$36,135.00**

**NOTES**

1. If ordered, please sign this quotation form and FAX or Email back to Pump & Process Equipment, Inc.
2. Only items mentioned above are included. If it is not listed it is to be provided by others.
3. **Delivery promise date begins upon return of approved Submittal or approved drawings.**

This Quotation Prepared By Kathleen

The undersigned agrees to and has the authority to bind the purchaser to the terms and conditions below and equipment as described above.

For Pump & Process Equipment, Inc.

Date

Quotation good for 30 days. Prices do not include any applicable taxes. Payment terms are NET 30 days from date of shipment. Past due accounts will be charged interest at 2% per month. Should the services of an attorney, collection agency or other legal service become necessary for collection, purchaser will assume responsibility for all expenses accrued in the collection process including fees, court cost, serving charges, lien filing, etc. Manufacturer's warranty applies. Pump & Process Equipment, Inc. assumes no liability whatsoever for delays or damages caused by defects or any other equipment failure.



Remit to:  
 203 West Morris Street  
 Indianapolis, IN 46225  
 Phone 317-885-6330  
 E-Mail  
 accounting@omnisite.com

# Invoice

DATE	INVOICE #
1/1/2022	82723

BILL TO
Pump and Process Equipment Inc 300 Shadow Wood Park Birmingham, AL 35244 United States

SHIP TO
Okaloosa County 302 N. Wilson Street; Suite 102 Crestview, FL 32536

P.O. NO.	DUE DATE	TERMS	ACTIVATION DATE	SALESMAN
Mark Schmeltzer	1/31/2022	Net 30		

ITEM	UNIT #	LOCATION	QTY	DESCRIPTION
S-WS-SL-STD1	33995	Emerald Village	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	33996	VPS AIRPORT MAI...	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	34448	EGLIN MAIN LS	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	34461	Cloverdale	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	34469	Parkview	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	34470	PLEW LS	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	34609	Heather Glen	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	34610	Ida Coon Circle L/S	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	34612	Partridge Hills L/S	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	34615	4th Avenue Bucket LS	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	35218	North Lakeshore Driv...	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	35219	Meigs Seminole L/S	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	35222	Fate's Landing	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	35225	Fairchild Road L/S	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	35633	Parkwood #2 L/S	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	35635	Marler Park LS	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	35639	Water Street	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36028	Shoal River Landing ...	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36041	Overbrook	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36042	St. Andrews #3	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36043	Parkwood #3 L/S	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36044	Old Ferry Road	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36045	West Sunset Bucket	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36046	Brookwood	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36047	Shalimar	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36048	Mooney Road	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36049	Troy Circle	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36050	Lafitte Crescent	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36051	Willowbend	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36052	Neptune Drive	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36053	Star Drive LS	1	OmniBeacon 1 Year Wireless Service

BILLING CYCLE - NEXT 12 MONTHS	<b>Total (USD)</b>
Become an OmniAdvantage customer - get free training, new phone app, and free repairs. For details, visit <a href="https://www.omnisite.com/omniadvantage">https://www.omnisite.com/omniadvantage</a> or email us at <a href="mailto:omniadvantage@omnisite.com">omniadvantage@omnisite.com</a> .	<b>Balance Due (USD)</b>
<b>PLEASE INCLUDE INVOICE NUMBER ON PAYMENT</b>	<b>CREDIT CARD PROCESSING FEE OF 3.8%</b>





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 203 West Morris Street  
 Indianapolis, IN 46225  
 Phone 317-885-6330  
 E-Mail  
 accounting@omnisite.com

# Invoice

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Pump and Process Equipment Inc 300 Shadow Wood Park Birmingham, AL 35244 United States

SHIP TO
Okaloosa County 302 N. Wilson Street; Suite 102 Crestview, FL 32536

P.O. NO.	DUE DATE	TERMS	ACTIVATION DATE	SALESMAN
Mark Schmeltzer	1/31/2022	Net 30		

ITEM	UNIT #	LOCATION	QTY	DESCRIPTION
S-WS-SL-STD1	36054	Marina Landing	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36055	Snug Harbor	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36056	Country Club	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36152	Fort Walton CL2 Dock	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36154	Unassigned - Spare	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36155	Echo Circle	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36157	Chateau #2	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36161	Parkwood	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36162	Unassigned - Spare	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36163	Lido Circle West	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36164	Pine Alley	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36165	Unassigned - Spare	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36166	Poquito (Bucket)	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36167	Cove Road Number 1 ...	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36170	Marlowe	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36171	Vicky Leigh	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36172	Unassigned - Spare	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36175	Island #1	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36265	Westgate	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36266	White Point Road	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36269	Cobia Bay	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36270	Royal Oaks	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36274	Parkwood 4	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36275	St. Andrews #1	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36276	Hillcrest	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36283	Marsh Harbor	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36287	John C Beasley Park	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36288	Mariners Cove	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36294	Southwind 2	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36295	Spring Acres Cove	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36296	Seaview	1	OmniBeacon 1 Year Wireless Service

BILLING CYCLE - NEXT 12 MONTHS	<b>Total (USD)</b>
Become an OmniAdvantage customer - get free training, new phone app, and free repairs. For details, visit <a href="https://www.omnisite.com/omniadvantage">https://www.omnisite.com/omniadvantage</a> or email us at <a href="mailto:omniadvantage@omnisite.com">omniadvantage@omnisite.com</a> .	<b>Balance Due (USD)</b>
<b>PLEASE INCLUDE INVOICE NUMBER ON PAYMENT</b> Page 2	<b>CREDIT CARD PROCESSING FEE OF 3.8%</b>



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Okaloosa County 302 N. Wilson Street; Suite 102 Crestview, FL 32536

P.O. NO.	DUE DATE	TERMS	ACTIVATION DATE	SALESMAN
Mark Schmeltzer	1/31/2022	Net 30		

ITEM	UNIT #	LOCATION	QTY	DESCRIPTION
S-WS-SL-STD1	36297	Range road	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36299	Wimbledon Way	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36300	Tanglewood	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36301	Highgrove Court	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36302	Harrellson	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36303	Brookhaven Way	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36304	Graham Drive	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36305	F.I.M.	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36306	Parrish Point Road	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36311	Denton	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36313	Links	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36314	Okaloosa Lane	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36315	Chateau #1	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36316	Capri Cove East	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36318	7th Special Forces	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36320	Sherwood	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36329	Crosswinds Landing	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36332	Austin Avenue #10	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36333	College L/S	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36334	North Ridge Creek	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36335	Rosewood Dr.	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36336	Chardonnay Estates	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36337	Island #3	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36339	Island 4	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36342	Camp Rudder	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36343	Sandlewood Way	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36345	Lake Point	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36349	Laura Lane	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36350	canterbury cove	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36351	Raintree	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36352	Woodlands	1	OmniBeacon 1 Year Wireless Service

BILLING CYCLE - NEXT 12 MONTHS	<b>Total (USD)</b>
Become an OmniAdvantage customer - get free training, new phone app, and free repairs. For details, visit <a href="https://www.omnisite.com/omniadvantage">https://www.omnisite.com/omniadvantage</a> or email us at <a href="mailto:omniadvantage@omnisite.com">omniadvantage@omnisite.com</a> .	<b>Balance Due (USD)</b>
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P.O. NO.	DUE DATE	TERMS	ACTIVATION DATE	SALESMAN
Mark Schmeltzer	1/31/2022	Net 30		

ITEM	UNIT #	LOCATION	QTY	DESCRIPTION
S-WS-SL-STD1	36353	Carribean Village	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36354	Lovejoy	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36356	Virginia	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36357	Sunset Beach	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36358	Winged Foot	1	OmniBeacon 1 Year Wireless Service
S-WS-SL-STD1	36359	LakeView	1	OmniBeacon 1 Year Wireless Service
This invoice shows the annual fee to monitor your remote pumping stations/lift stations using OmniSite automated alarm monitoring equipment. For more information about us and our products please visit <a href="http://www.omnisite.com">www.omnisite.com</a> . ***Okaloosa County				

BILLING CYCLE - NEXT 12 MONTHS  Become an OmniAdvantage customer - get free training, new phone app, and free repairs. For details, visit <a href="https://www.omnisite.com/omniadvantage">https://www.omnisite.com/omniadvantage</a> or email us at <a href="mailto:omniadvantage@omnisite.com">omniadvantage@omnisite.com</a> .	<b>Total (USD)</b>
	<b>Balance Due (USD)</b>
<b>PLEASE INCLUDE INVOICE NUMBER ON PAYMENT</b> Page 4	<b>CREDIT CARD PROCESSING FEE OF 3.8%</b>

# OmniAdvantage Plan

---

2018 / 19

## Your Plan Upgrade **EXPERIENCE**

---

THE END TO TELEMETRY REPAIR AND REPLACEMENT COSTS

---



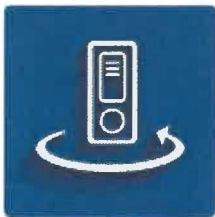
# The OmniAdvantage Plan

*Putting an end to repair and replacement costs. Lifetime protection for every device, plus more:*



## LIFETIME PRODUCT WARRANTY

Never pay for an RMA, unit inspection, or even shipping. We cover failures for the life of the device. No quotes, approvals, or costs. What if an input is wired incorrectly, covered! What if a board fails and the device is 15 years old, covered! You have enough to worry about; cross device repair and replacement off the list. Some warranty exclusions apply.



## LIFETIME RADIO UPGRADES

This solution, available only to OmniAdvantage customers, provides an end to radio upgrades and connection issues that use to affect every telemetry connected device. Our new Modular Radio, OSMR (pronounced Oz-Mer) is field replaceable, and simply plugs into your device. Zero cost, minimal effort, no RMA. Free shipping on all OSMR Radio kits.



## FREE SOFTWARE UPGRADES AND 2.0 MOBILE APP

Our software team is integrating new features and software updates. As an OmniAdvantage account holder, you get every new software upgrade and feature. Including our new GuardDog 2.0 Mobile App, which allows full reporting, diagnostics and device setup from your mobile device or tablet. Device setup is now available with the new GuardDog 2.0 App.



## GUARDDOG SETUP AND PRIORITY SUPPORT

Need to setup a new device or require assistance with a new GuardDog account and want hands-on assistance? In addition to troubleshooting current devices, we include free GuardDog setup on all new devices and accounts. Priority support includes unlimited phone and email support, and same day support if you call/email before 4p EST on a business day.



## PROFESSIONAL TRAINING

A comprehensive training course that covers the many aspects of installing OmniSite products, configuring alarms, and monitoring day-to-day activity. Training will be hosted in our newly renovated, state-of-the-art Training Center, where we incorporate OmniSite devices into real-world wastewater control panels. Available free to any member of your organization.

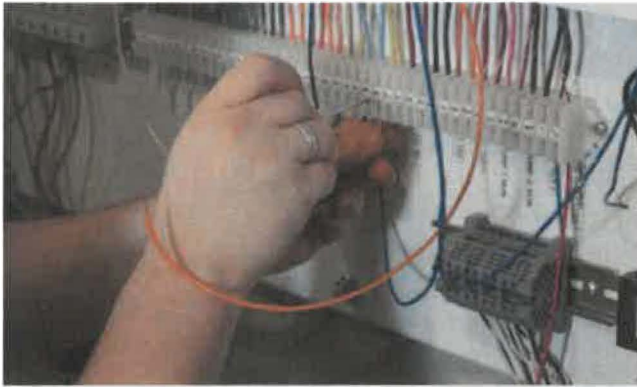
OmniAdvantage features apply account wide, every device must have annual OmniAdvantage subscription in addition to annual cellular service. Not available for all devices. Can not be used for SmarteLight, and Viper Kit. Ask your account rep about upgrading devices. Exclusions to OmniAdvantage warranty apply. See OmniAdvantage Warranty statement for more details.

Basic plan is available, features apply account wide. Basic plan includes Standard 1-Year Warranty for New XR50, Crystal Ball and OmniBeacon products for 1 year only, read-only GuardDog app, \$89/device GuardDog Setup Fee (If requested), and \$129 inspection fee on RMA devices. Training supplied as a paid for service. No Extended Warranty or Service Contract Option, fees vary on Radio upgrades and repairs; will be quoted on an individual RMA basis.



# TRAINING AND SUPPORT

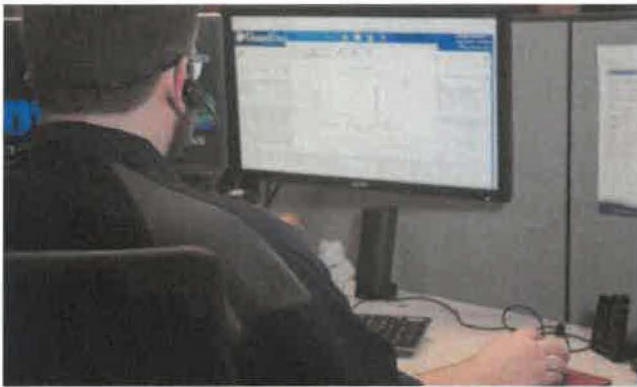
*It's the difference in our product. From in-person, hands on training to webinars, phone and email support. We ensure you understand our product and that it's reporting and alerting when you need it.*



## TRAINING WORKSHOP

**Weekly // Up to 4 Participants**

Our 2-day, hands-on training lab covers everything from software that powers our products to the hardware that detects alarms. Our teacher led course leaves no stone unturned in regards to cellular telemetry and your lift station. All participants receive breakfast daily, in addition to lunch and dinner on day 1. Centrally located on the Southside of Indianapolis.



## ONLINE SOFTWARE WEBINAR

**Multiple times per week**

Detailed training on our GuardDog Web Software. From device setup to customizations, we'll cover aspects that help you better manage your OmniSite devices. Topics include: callout lists, specific input and application setup.

Sign up for training:  
[www.omnisite.com/training](http://www.omnisite.com/training)



## PRIORITY SUPPORT

**UNLIMITED M-F, 8A-5P EST**

Our OmniAdvantage customers get priority, same-day support from our team of experts. We return all phone calls and emails received before 4pm the same-day. We also provide full GuardDog setup to help fit your application.

Email us at [support@omnisite.com](mailto:support@omnisite.com) to learn more.

**VIEW OUR SUPPORT PAGE WITH MORE INFO. VISIT // [www.omnisite.com/support](http://www.omnisite.com/support)**



# Plan Comparison

OmniAdvantage and Basic Plan features apply account wide, every device must have annual OmniAdvantage or Basic subscription in addition to cellular service. OmniAdvantage is not available for all devices. Cannot be used for Smartelight or Viper Kit products. Ask an OmniSite Inside Sales Specialist about upgrading devices.

Description	OmniAdvantage	Basic
<b>Lifetime Product Warranty</b> Zero RMA costs, we'll repair or replace any defect. See OmniAdvantage Limited Warranty Statement.		Inspection Fee Starting at \$129 per RMA
<b>Lifetime Radio Upgrades</b> We'll replace your radio at no additional cost due to failure or network sunset.		Restrictions Apply Starting at \$299 per Radio
<b>Professional Training</b> Free in-house and webinar training available to all of your employees.		Webinar Training Only
<b>Priority Support and GuardDog Setup</b> Will return all calls and emails same day if received by 4p EST. Free device setup by our Support Team.		-
<b>GuardDog 2.0 Full Featured Mobile App</b> Our full featured app allows device setup , callout list customization and reporting.		-
<b>Free standard support</b> Access to phone queue and email support. Return emails within 2 business days.		
<b>Web-based Device Management Software</b> GuardDog Web is a full featured device setup and management software package.		
<b>GuardDog 1.0 Read-Only Mobile App</b> Notifications and device status only. Download via Android Play Store and iTunes AppStore.		
<b>1 Year Limited Warranty on New Products</b> Covers new products for 1 Year after activation. Exclusions apply. See Standard Warranty Statement.		

# OmniSite Modular Radio (OSMR)



## OVERVIEW

Cellular networks are evolving. From the early days of analog to today's blazing fast 4G/LTE networks, to tomorrow's 5G. When a cell network evolves, it brings with it the challenges of a Sunset as one network bandwidth is shutdown and transitioned to the next. In the past, our solution involved bringing in every device and physically replacing the radio circuit board.

With our new OSMR system, we will simply send you a field installable radio card. Once retrofitted, OSMR will make tear out and replace a thing of the past.

### How does it work?

Once your existing devices are OSMR retrofitted, we'll be able to simply mail you a new OSMR card to plug into your device. Some of your units may already be retrofitted and ready to go. A member of our Account team will contact you to discuss your options.

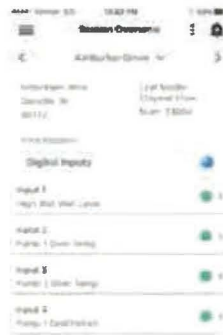
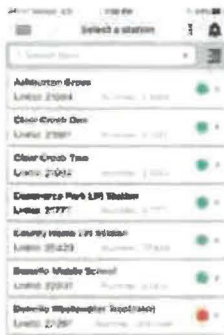
### Why should you upgrade?

We want to put an end the time and effort that comes with cellular network sunsets. Our new OSMR radio and GuardDog 2.0 application allow the best in remote telemetry and real-time notifications plus reporting.

**SIMPLIFY YOUR TELEMETRY RADIO UPGRADES!**

# Introducing GuardDog 2.0

With our new app, you have a way to gather all notifications at your fingertip. With advanced information that you would expect to find in our web app. The only telemetry provider with full featured app capabilities. From Real-Time alerts to notification history, you have all the data you need to keep your water and wastewater system working 24/7.

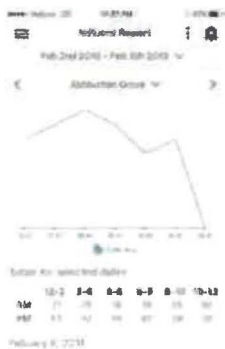
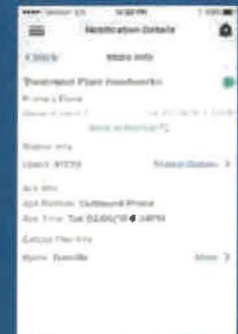
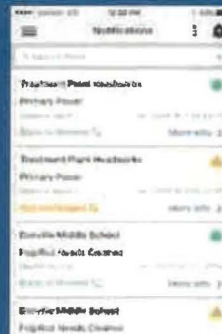


## STATION DETAILS

Easy navigation puts station status and details at your fingertips. From current alarms to setup, access your stations from anywhere at anytime.

## REAL-TIME NOTIFICATIONS

In addition to our standard phone call, SMS, and email alerts, you can access complete notification details at anytime.



Total for Selected Dates			
	Pump 1	Pump 2	Pump 3
System	1800	1800	1000
Rawwater	24070	53400	22010
Flow	10	10	10

September 13, 2017			
	Pump 1	Pump 2	Pump 3
System	25	22	24
Rawwater	7100	9300	4000
Flow	100	100	100

September 9, 2017			
	Pump 1	Pump 2	Pump 3
System	24	24	26
Rawwater	1244	9700	4014
Flow	100	100	100

## REPORTING

What's data collection without the reports? Access all your station reports from the app, accessible with just a few taps of your finger.

# Software & Application Updates

*Our software team is constantly making updates and adding improvements. As an OmniAdvantage customer you'll have access to every update as soon as it's released. For instance, our new GuardDog 2.0 mobile application was just released and is only available to OmniAdvantage customers.*



## SOFTWARE HIGHLIGHTS

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Real-time alerts and station status

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Flexible notification scheduling by day and time

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Notifications via phone call, email, text and GuardDog 2.0 Application

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Graphing, charting and full reporting capabilities

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Easy setup, no custom programming or software knowledge needed

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**Attachment "B"**  
**Insurance Requirements**





## **GENERAL SERVICES INSURANCE REQUIREMENTS – w/CYBER LIABILITY**

### **CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with 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 of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered a breach of contract.

### **WORKERS' COMPENSATION INSURANCE**

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



2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

#### **BUSINESS AUTOMOBILE LIABILITY**

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

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

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

#### **CYBER LIABILITY**

The Contractor shall carry Cyber Liability insurance coverage for third party liability. Coverage will include ID Theft Monitoring, Credit Monitoring (if necessary) & Notification. Coverage must be afforded for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.



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

### **NOTICE OF CLAIMS OR LITIGATION**

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

### **INDEMNIFICATION & HOLD HARMLESS**

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

### **CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the project name and number and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County Board of County Commissioners, 302N Wilson St., Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.





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

#### **GENERAL TERMS**

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

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

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

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

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

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

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



**Attachment "C"**  
**Civil Rights Clauses**



## Attachment "C"

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

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

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



**Attachment "D"**  
**Scrutinized Contractors Certificate**





## VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Pump and Process, 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: Jan 3, 2022

SIGNATURE: KMCDole

COMPANY: Pump and Process  
equip Inc

NAME: Kathleen McDole  
(Typed or Printed)

ADDRESS: 370 W Burgess Road  
Pensacola, FL 32503

TITLE: Project Manager

E-MAIL: kathleen@  
pumpandprocess.net

PHONE NO.: 850-432-0334