

TASK ORDER APPROVAL FORM

CONTRACT #: C21-3089-AP

TASK ORDER #: 5

TASK ORDER AMOUNT: \$16,640

CONTRACT #: C21-3089-AP
CGH TECHNOLOGIES, INC.
AVIATION PROFESSIONAL CONSULTING
EXPIRES: 07/05/2023 2/ (1) 1 YR RENEWAL

OFFERED BY CONSULTANT:

CGH Technologies, Inc.

FIRM'S NAME

Cindy Troutman

REPRESENTATIVE'S PRINTED NAME



SIGNATURE

President

TITLE

5/12/2022
DATE

RECOMMENDED FOR APPROVAL (Department Director)

Tracy A. Stage, A.A.E.
Digitally signed by Tracy A. Stage, A.A.E.
Date: 2022.05.12 11:54:02 -05'00'

SIGNATURE Tracy Stage, A.A.E.

Airports Director

TITLE

DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

Jeffrey A Hyde
Digitally signed by Jeffrey A Hyde
Date: 2022.05.12 12:27:56 -05'00'

PURCHASING MANAGER

DATE

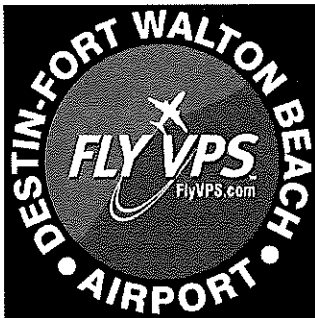
OMB Director/DATE

DATE

CHAIRMAN (if applicable)

DATE

CGH Technologies Inc.,
Professional Services Proposal for Okaloosa County Airports
To
Slot Allocation Program
Task 5



May 11, 2022

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed – in whole or in part – for any purpose other than to evaluate this response. If, however, a contract is awarded to this Offeror as a result of – or in connection with – the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all pages of this response.

CGH Technologies Inc., Master Ordering Agreement (MOA) proposal to provide Professional Services Support to Destin- Fort Walton Beach Airport (VPS) for commercial air traffic growth and management

Background and Objectives:

The west Florida Gulf Coast continues to be a highly desirable destination for work and leisure. Commercial air traffic at VPS has grown exponentially in recent years, serving as few as five destinations five years ago to now serving almost 60 destinations and hosting five major air carriers. VPS is a joint use facility through leases and Joint Use Agreement (JUA)s with the United States Air Force at Eglin Air Force Base. Both organizations, military and civil, have core missions that must operate in harmony to be successful.

The objective is to provide Professional Services through a Master Ordering Agreement whereby VPS obtains support on a task-by-task basis. Task 5 is as follows:

TASK 5: Provide VPS with slot allocation program management software

CGH will contract with an approved 3rd party vendor, as directed by VPS, to provide a suitable software solution for managing and administering the airport slot allocation program.

Project Scope of Work

Task 5: Automated Slot Allocation Program Prototype

Provide leased software through contract as specified through Terms & Conditions delineated in *AirSched IGC Software License Agreement* dated May 11, 2022.

Estimated POP: Annually (Calendar Year) 1st year will be prorated from May through December 2022

Pricing

- Initial pricing \$2,000 per month with CPI escalation clause as delineated in the *AirSched IGC Software License Agreement* dated May 11, 2022.
- 4% contract administrative handling fee

AirSched IGC Software License Agreement

AIRSCHEM SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT made this 11th day of May, 2022.

BETWEEN:

Aircor Limited,

Hereinafter called the LICENSOR,

- and

CGH Technologies Inc.

Hereinafter called the LICENSEE.

The Licensor and Licensee agree as follows:

LICENSE

1. The Licensor grants to the Licensee a non-exclusive non-transferable license without sublicensing rights to access and use the AirSched AirPort web-app software package, hereinafter referred to as the Software Package, for the purposes of airport capacity management of Destin – Fort Walton Beach airport (VPS). The Licensee is hereby granted access and use of the Software Package by up to ten individual users.

TERM

2. The license, as detailed in paragraph 1. of this Agreement, shall be in effect for an initial term from May 01, 2022 to Dec. 31, 2022. This license Agreement shall automatically renew for a term of twelve (12) months at the end of the prevailing term, unless this agreement is cancelled per the terms of paragraph 3 below. Upon each renewal of this agreement, the subsequent twelve month period is deemed to be the Prevailing Term of this agreement.

CANCELLATION

3. The Licensee may terminate this license Agreement at any time provided that the Licensor receives written notice of cancellation from the Licensee prior to June 30, 2022 or prior to the first day of October of the year of the prevailing term of this Agreement. The date such notice is received by the terms of this Agreement, is deemed to be the Date of Cancellation.

Upon cancellation, by the terms of this Agreement, the Licensee will not be subject to any further fees or charges beyond those that apply, to the terms of this Agreement, to the end of the prevailing term of this Agreement, with the exception that if the Date of Cancellation is prior to June 30, 2022, then the Licensee will not be subject to any of the fees or charges that would normally apply by the terms of this Agreement for the period May 01, 2022 to December 31, 2022.

FEES

4. The Licensee shall pay to the Licensor as rent during the term of this Agreement the following amount :

2,000 USD (two thousand USA dollars) per month, billable in arrears at the end of each calendar quarter.

Payment Conditions

5. The following payment conditions apply to this Agreement:

5.1 Annual Fee Adjustment: On the First day of January in each year that this Agreement may be in effect, commencing January 1, 2023, the prevailing fees referred to in paragraph 4 of this Agreement will be adjusted in accordance with the annual rate of consumer price inflation prevailing in the United States of America as reported in the issue of The Economist magazine published the first week of November of the previous year of the applicable first day of January date.

5.2 Invoice Conditions: All fees applicable to the Prevailing Term of this agreement will be payable at the end of each three month calendar period. Invoices normally will be delivered to the Licensee 60 days prior to the commencement of the applicable three month invoice period. In all cases, the due date for an invoice will be 60 days from receipt of the invoice by the Licensee or the end date of the applicable invoice period, whichever date is later. If the Licensor does not receive full payment of an invoice by the applicable due date of the invoice, then an additional fee equal to 15% of the amount of the invoice will be payable by the Licensee.

5.3 Invoice Delivery: Invoices transmitted by e-mail, will be acceptable to both parties of this Agreement.

5.4 OTHER ADJUSTMENTS

The Licensor may make modifications to the fees, adjustments and other terms and conditions referred to in paragraphs 4 and 5 herein at any time, provided that written notice of any such modification is provided to the Licensee at least 180 days prior to the end of the Prevailing Term of this Agreement, and such modification shall come into effect at the commencement of the next Prevailing Term of this Agreement.

SUPPORT AND MAINTENANCE

6. The Licensor shall provide comprehensive support and maintenance services to the Licensee and the Licensor warrants that the support and maintenance services described in this paragraph shall be provided to the Licensee for the Prevailing Term of this Agreement at no additional fee, except where specifically noted below, and shall comprise the following:
- The Licensor shall provide unlimited user advice and support to the Licensee with respect to Software Package operation as requested by the Licensee.
 - Licensor shall provide the Licensee with all software updates as they become available each three months during the Prevailing Term of this Agreement,
 - Licensor shall promptly take corrective action should the Software Package fail to operate in an error free fashion
The Licensor shall provide the Licensee with all modifications to the Software Package requested by the Licensee free of additional fee or charge, provided that modifications deemed by the Licensor to require extraordinary programming efforts may result in the charge of a fee to be mutually agreed in writing between the parties at the time such modification is requested by the Licensee.
 - **On-Site Support:** The Licensee may request that the Licensor provide supplementary on-site support for training or other purposes at the Licensee's location in which case a separate on-site support fee to be agreed to in advance by both the Licensor and the Licensee at the time the Licensee makes the request for on-site training, shall apply.
 - **Data Protection:** The Licensor will maintain industry standard data protection, including regular, automatic database backup protection.

COPYRIGHT

7. The Licensee acknowledges that the copyright Software Package and documentation, contains valuable trade secrets and other proprietary information of the Licensor. The Licensee agrees to hold the Software Package in confidence and to take all reasonable steps to prevent disclosure to third parties. The Licensee will be free to share reports and data provided by the Software Package, without limitation, to third parties. The data and reports created within the Software Package by the Licensee remain the exclusive property of the Licensee and the Licensor will not release this information to any third party without the express written permission of the Licensee, with the exception that slot information normally communicated to airlines will be allowed without requiring written permission of the Licensee.

SUCCESSION RIGHTS

8. This Agreement will automatically apply to any successor or assign of either party to the Agreement provided that written confirmation of such change is delivered to both parties of this Agreement.

LIABILITY

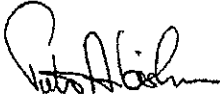
9. Neither the Licensor nor the Licensee shall be liable to the other party in connection with this Agreement for indirect, special or consequential loss or damage whether arising from performance, non-performance, and negligence or otherwise, including but not limited to liability for damage to, or destruction of data information files or databases, loss of profits or other economic loss.

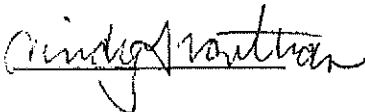
AirSched IGC Software License Agreement

AUTHORISED SIGNATURES

SIGNED AND DELIVERED

Aircor Limited
Perrissett 12, 1660 Chateau d'Oex, Switzerland

) Per: signature 
)
) name Peter A. Leishman
)
) title General Manager

) Per: signature 
)
) name Cindy Troutman
)
) title President, CGH Technologies
Inc. _____

* DOCUMENT ONLY CONTAINS
4 PAGES, NOT 5 @

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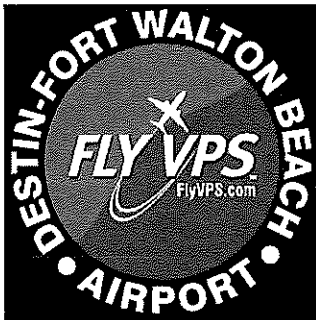
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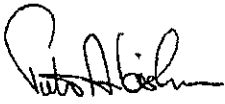
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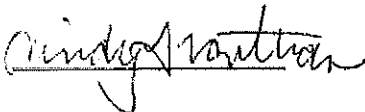
AirSched IGC Software License Agreement

AUTHORISED SIGNATURES

SIGNED AND DELIVERED

Aircor Limited
Perrisett 12, 1660 Chateau d'Oex, Switzerland

) Per: signature 
)
) name Peter A. Leishman
)
) title General Manager

) Per: signature 
)
) name Cindy Troutman
)
) title President, CGH Technologies
Inc. _____

AP DOCUMENT ONLY CONTAINS
4 PAGES, NOT 5 OK