

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/19/2021

Contract/Lease Control #: C17-2597-PS

Procurement#: ITQ PS 31-17

Contract/Lease Type: AGREEMENT

Award To/Lessee: SKYBASE COMMUNICATIONS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/01/2020

Expiration Date: 06/30/2022

Description of: PUBLIC SAFETY MOBILE COMMAND POST

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: 017-2597-PS Tracking Number: 4025-21
Procurement/Contractor/Lessee Name: Skybase Grant Funded: YES ___ NO
Purpose: amendment #3
Date/Term: 6-30-2022 1. GREATER THAN \$100,000
Department #: _____ 2. GREATER THAN \$50,000
Account #: ✓ 3. \$50,000 OR LESS
Amount: \$ 4212.00
Department: PS Dept. Monitor Name: Maddox

Purchasing Review
Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 1-11-2021
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)
Approved as written: NO Federal bid Grant Name: 2017-001
Grants Coordinator Gillian Gordon Date: _____

Risk Management Review
Approved as written: see email attached Date: 1-15-21
Risk Manager or designee Lisa Price

County Attorney Review
Approved as written: see email attached Date: 1-14-21
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review
Approved as written: _____ Date: _____

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

DeRita Mason

From: Jane Evans
Sent: Tuesday, January 19, 2021 7:17 AM
To: DeRita Mason
Subject: RE: EMPA Grants

I have no grant agreement to verify their allowability; however, based on past agreements and procedures they would appear to be consistent.

Jane

From: DeRita Mason
Sent: Tuesday, January 19, 2021 7:13 AM
To: Jane Evans <jevans@myokaloosa.com>
Subject: RE: EMPA Grants

Thank you, are they approved as written?

DeRita Mason



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

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

From: Jane Evans <jevans@myokaloosa.com>
Sent: Tuesday, January 19, 2021 7:00 AM
To: DeRita Mason <dmason@myokaloosa.com>
Subject: RE: EMPA Grants

I appreciate your keeping me in mind for these amendments and quotes. I have documented them in the future EMPA folder.

Jane

DeRita Mason

From: Lynn Hoshihara
Sent: Friday, January 15, 2021 11:29 AM
To: DeRita Mason; Parsons, Kerry
Cc: Lisa Price
Subject: Re: C17-2597-PS 3rd amendment

This is approved as to legal sufficiency.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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

From: DeRita Mason
Sent: Monday, January 11, 2021 10:37:32 AM
To: Parsons, Kerry; Lynn Hoshihara
Cc: Lisa Price
Subject: C17-2597-PS 3rd amendment

Good morning,

Please review and approve the attached.

Thank you,

DeRita Mason



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

DeRita Mason

From: Lisa Price
Sent: Thursday, January 14, 2021 12:51 PM
To: DeRita Mason
Subject: RE: C17-2597-PS 3rd amendment

This is approved by Risk.

Lisa Price
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



"Kindness is the language which the deaf can hear and the blind can see"
Mark Twain

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

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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, January 11, 2021 9:38 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Lisa Price <lprice@myokaloosa.com>
Subject: C17-2597-PS 3rd amendment

Good morning,

Please review and approve the attached.

Thank you,

DeRita Mason



CONTRACT#: C17-2597-PS
SKYBASE COMMUNICATIONS, INC.
PUBLIC SAFETY MOBILE COMMAND POST
EXPIRES: 06/30/2022

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA
COUNTY, FLORIDA AND
SKYBASE COMMUNICATIONS, INC.
CONTRACT NO. C17-2597-PS**

This Third Amendment to the Agreement between Okaloosa County, a political subdivision of the state of Florida (the "County"), and Skybase Communications, Inc., executed this 19th day of January, 2021, is made a part of the original Agreement dated August 16, 2017, Contract No. C17-2597-PS (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their option to renew the original Agreement for one (1) final year term in accordance with Section 3.0 of the original Agreement.
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall commence July 1, 2021 and shall terminate no later than June 30, 2022.
3. **COMPENSATION.** Compensation for this renewal term of the Agreement Compensation for this renewal term of the Agreement is updated in Attachment "A" attached hereto and made a part of the contract.
4. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated August 16, 2017 and any amendments thereto, shall remain in full force and effect.
5. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

(Remainder of Page Intentionally Left Blank)



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

SKYBASE COMMUNICATIONS, INC.:



Signature

Title: Partner

Burton Forsman
Print Name

OKALOOSA COUNTY, FLORIDA



Jeffrey Hyde,
Purchasing Manager



ATTACHMENT "A"
Vendor's Quote



2518 Cathay Ct.
 Tallahassee, Florida 32308
 Office: 850-383-8050 Fax: 850-383-8061

Quotation

Customer: Contact: Ken Wolf
 Entity Name: Okaloosa Co. EM
 Address:
 City, State, ZIP:
 Email:

Date: 01/04/20021
 Quote #: 010421-148873
 Sales Rep: BJ Forsmar /Doug Myers
 Email: doug@skybasecommunications
 Cell: 850-212-1069

Line Item	Qty	Part Number	Description	Unit Price	Extended Price	Delivery Notes
1	12	EMR	SkyBand Emergency Responder Upgrade Plan Single Satellite Shared Network :: 3 Mbps Downlink :: 1 Mbps Uplink :: 10 Days of Use included in plan :: \$50 per day over :: 12 Month Agreement Required	\$ 275	\$ 3,300	
2	1	FLRP	Florida Red Phone Network Phone			Included with Plan
3	12	SV4	4 Voice Lines 4,000 minutes per month	\$ 66	\$792	
4	12	SFAX	SkyFAX Service	\$ 10	\$120	
<p>These services were designed with an increased speed capability, in an effort to remove the need for upgrading service plans for short intervals (bumping-up). After reviewing the need to "bump up" services and realizing the manpower required to do so, the decision was made to provide increased speed for little to no additional cost, to replace the option of a "bump-up" service level.</p>						
Quote Total					\$ 4,212	

Send Purchase Order to:
 SkyBase Communications
 21518 Cathay Ct.
 Tallahassee, Florida 32308
 Fax: 850-383-8061

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/30/2020

Contract/Lease Control #: C17-2597-PS

Procurement#: ITQ PS 31-17

Contract/Lease Type: AGREEMENT

Award To/Lessee: SKYBASE COMMUNICATIONS, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/01/2020

Expiration Date: 06/30/2021 W/1 1 YR RENEWALS

Description of PUBLIC SAFETY MOBILE COMMAND POST

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: C17-2597-PS Tracking Number: 3781-10
Procurement/Contractor/Lessee Name: Skybase Grant Funded: YES ___ NO X
Purpose: Amendment/ Renewal
Date/Term: 6-30-21
Department #: _____
Account #: _____
Amount: \$4,212.00
Department: PS Dept. Monitor Name: Maddox

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: 2-20-2020
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: see email attached
_____ Date: 3-5-2020
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 2-20-2020
_____ Edith Gibson or Karen Donaldson
Risk Manager or designee

County Attorney Review

Approved as written: see email attached Date: 2-24-2020
_____ Lynn Hoshihara, Kerry Parsons or Designee
County Attorney

Department Funding Review

Department funding confirmed: _____ Date: _____

DeRita Mason

From: Karen Donaldson
Sent: Thursday, February 20, 2020 4:38 PM
To: DeRita Mason
Subject: RE: C17-2597-PS 2nd amendment and renewal

DeRita

This is approved by risk management for insurance purposes. Current insurance is not in file. Please obtain updated insurance at renewal.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, February 20, 2020 1:26 PM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: C17-2597-PS 2nd amendment and renewal

Please review the attached.

Thank you,

DeRita Mason

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, February 24, 2020 1:05 PM
To: DeRita Mason; Lynn Hoshihara
Cc: Karen Donaldson
Subject: RE: C17-2597-PS 2nd amendment and renewal

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
kparsons@ngn-tally.com

The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, February 20, 2020 2:26 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: C17-2597-PS 2nd amendment and renewal

Please review the attached.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road

DeRita Mason

From: Danielle Garcia
Sent: Thursday, March 5, 2020 9:31 AM
To: DeRita Mason
Subject: RE: PS Contracts for Renewal

Since we don't know exact grant numbers, I'm treating them as Federal funded...please see my notes in red below.

Regards,
Danielle Garcia
850-689-5960 x 6971

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, February 26, 2020 2:12 PM
To: Danielle Garcia <dgarcia@myokaloosa.com>
Subject: PS Contracts for Renewal

Danielle,

Per our contestation, please review the below contracts to see if I need to add anything to the renewals.

- C17-2623-PS – I noticed some of the required documents were not signed? Do you need to add Vendors on Scrutinized List form? Title VI? *OR*
- C17-2578-PS – Federal E-Verify, Suspension & Debarment, Vendors on Scrutinized List (VoSL), Sam.gov, Title VI,...also, the doc contract # is missing a 1....C7-2578-PS, should read C17-2578-PS
- C17-2597-PS – ok, except VoSL form
- C17-2603-PS – ok, except VoSL form

We use EMPA and EMPG funding, but we are not sure how much we are getting yet and Ken said the account numbers aren't set up until the grant comes in.
I am attaching the renewals just in case we need to add anything.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator



CONTRACT#: C17-2597-PS
SKYBASE COMMUNICATIONS, LLC
PUBLIC SAFETY MOBILE COMMAND POST
EXPIRES: 06/30/2021 W/1 1 YR RENEWAL

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA
COUNTY, FLORIDA AND
SKYBASE COMMUNICATIONS, INC.
CONTRACT NO. C17-2597-PS**

This 2nd Amendment to the Agreement between Okaloosa County, a political subdivision of the state of Florida (the "County"), and Skybase Communications, Inc., executed this 30th day of April, 2020, is made a part of the original Agreement dated August 16, 2017, Contract No. C17-2597-PS (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their option to renew the original Agreement for an additional one (1) year term in accordance with Section 3.0 of the original Agreement.
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall commence July 1, 2020 and shall terminate no later than June 30, 2021.
3. **INSURANCE.** Effective for the term of renewal, the parties wish to amend Exhibit "B" of the original Agreement "Insurance Requirements" and replace with Attachment "A" of this Amendment.
4. **COMPENSATION.** Compensation for this renewal term of the Agreement Compensation for this renewal term of the Agreement is updated in Attachment "B" attached hereto and made a part of the contract.
5. **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 "C". 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.

6. **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.
7. **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 "A".
 - 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.


8. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated August 16, 2017 and any amendments thereto, shall remain in full force and effect.
9. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

(Remainder of Page Intentionally Left Blank)



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

SKYBASE COMMUNICATIONS, INC.:

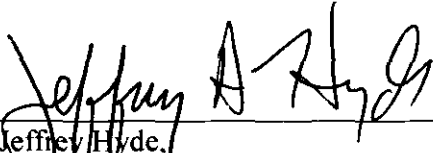


Signature

Title: Partner

Burton Forsman
Print Name

OKALOOSA COUNTY, FLORIDA



Jeffrey Hyde,
Purchasing Manager



ATTACHMENT "A"
Insurance Requirements



GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

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. Insuring company is required to have 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. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site



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

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

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 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.



INSURANCE LIMITS OF LIABILITY

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

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

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

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 job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

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



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

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

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

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

EXCESS/UMBRELLA INSURANCE

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



ATTACHMENT "B"
Quote



2518 Cathay Ct.
 Tallahassee, Florida 32308
 Office: 850-383-8050 Fax: 850-383-8061

Quotation

Customer: Contact: Ken Wolf
 Entity Name: Okaloosa Co. EM
 Address:
 City, State, ZIP:
 Email:

Date: 4/30/2020
 Quote #: 043020-148873
 Sales Rep: BJ Forsman /Doug Myers
 Email: doug@skybasecommunications
 Cell: 850-212-1069

Line Item	Qty	Part Number	Description	Unit Price	Extended Price	Delivery Notes
1	12	EMR	SkyBand Emergency Responder Upgrade Plan Single Satellite Shared Network :: 3 Mbps Downlink :: 1 Mbps Uplink :: 10 Days of Use included in plan :: \$50 per day over :: 12 Month Agreement Required	\$ 275	\$ 3,300	
2	1	FLRP	Florida Red Phone Network Phone			Included with Plan
3	12	SV4	4 Voice Lines 4,000 minutes per month	\$ 66	\$792	
4	12	SFAX	SkyFAX Service	\$ 10	\$120	
<p>These services were designed with an increased speed capability, in an effort to remove the need for upgrading service plans for short intervals (bumping-up). After reviewing the need to "bump up" services and realizing the manpower required to do so, the decision was made to provide increased speed for little to no additional cost, to replace the option of a "bump-up" service level.</p>						
Quote Total					\$ 4,212	

Send Purchase Order to:
 SkyBase Communications
 21518 Cathay Ct.
 Tallahassee, Florida 32308
 Fax: 850-383-8061

Send Purchase Order to:
SkyBase Communications
21518 Cathay Ct.
Tallahassee, Florida 32308
Fax: 850-383-8061



ATTACHMENT "C"
Scrutinized Companies Certificate



VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate SkyBase Communications LLC, 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: 04/30/2020

SIGNATURE: 

COMPANY: SkyBase Communications LLC

NAME: Burton Forsman
(Typed or Printed)

ADDRESS: 2518 Cathay Court
Tallahassee, FL 32308

TITLE: Partner

E-MAIL: bj@skybasecommunications.com

PHONE NO.: 850-383-8050



ATTACHEMENT "D"
Civil Rights Clauses



Attachment "D"

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.*).

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08-21-2017

Contract/Lease Control #: C17-2597-PS

Bid #: ITQ PS 31-17

Contract/Lease Type: AGREEMENT

Award To/Lessee: SKYBASE COMMUNICATIONS, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/16/2017

Expiration Date: 08/15/2020 W/2 1 YR RENEWALS

Description of Contract/Lease: PUBLIC SAFETY MOBILE COMMAND POST

Department: PS

Department Monitor: HENDERSON

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: AHENDERSON@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

**1ST AMENDMENT TO CONTRACT C17-2597-PS
SKYBASE COMMUNICATIONS, LLC
PUBLIC SAFETY MOBILE COMMAND POST**

This 1st Amendment made and entered into this 3rd day of April, 2018, hereby amends contract C17-2597-PS, dated August 16, 2017, by and between Okaloosa County, Florida, (hereinafter the "County") and Skybase Communications, LLC (hereinafter the "Contractor").

WHEREAS, on August 16, 2017, the County and Contractor entered into a contract, C17-2597-PS, which provides public safety mobile command post; and

WHEREAS, the term of C17-2597-PS began on August 16, 2017 with an expiration date of August 15, 2020; however, the contractor began services on July 1, 2017. The County and Contractor wishes to change start date to July 1, 2017 and the end date to June 30, 2018 w/ two 1 year renewals; and

WHEREAS, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment attached hereto as Exhibit "A"; and

WHEREAS, the parties wish to amend the contract to add new and updated general services insurance requirements attached hereto as Exhibit "B".

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend C17-2597-PS as follows:


1. C17-2597-PS is hereby amended to reflect the following changes to the term of the contract. The contract start date is retroactively effective July 1, 2017 with an expiration of June 30, 2018 with two/ 1 year renewals.
2. Contractor agrees to comply with all federal regulations, including, but not limited to those set forth in Exhibit "A", and incorporated herein.
4. C17-2597-PS is hereby amended to add updated general services insurance requirements attached hereto as Exhibit "B"; and incorporated herein.
5. All other provisions of the Contract shall remain in full force and effect through the duration of the renewal.

CERTIFIED A TRUE
AND CORRECT COPY
JD PEACOCK II
CLERK CIRCUIT COURT
BY Mary A. Cava
DEPUTY CLERK
DATE 4-13-18



IN WITNESS WHEREOF, the parties hereto have executed this renewal and amendment as of the day and year first written.


SKYBASE COMMUNICATIONS, LLC

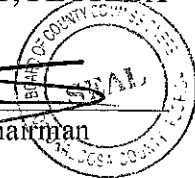

Signature

Burton Forsman
Print Name

Date: 03/19/2018

OKALOOSA COUNTY, FLORIDA


Graham W. Fountain, Chairman



Date: 4/3/18

Exhibit "A"

Standard Contract Clauses

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract

sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") 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 U.S.C. § 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 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 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 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 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 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text.

Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3)

business days after the date of hire (but see paragraph (b)(3) of this section;
or

ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

i. Enrollment in the E-Verify program; or

ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

(1) Is for-

(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.

EXHIBIT "B"

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 02/8/2018

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
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. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site

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

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

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 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 other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability

- 4.) Contractual Liability
- 5.) Products and Completed Operations Liability

4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

LIMITS OF LIABILITY

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

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

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject any deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

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

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

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

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

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

UMBRELLA INSURANCE

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



8383 CA#14

**BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

DATE: April 3, 2018
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Greg Kisela
SUBJECT: Skybase Communications
DEPARTMENT: Purchasing
BCC DISTRICT: All

STATEMENT OF ISSUE: Request amendment of C17-2597-PS with Skybase Communications, LLC which provides public safety mobile command post to the Emergency Management Division.

BACKGROUND & ANALYSIS: On August 16, 2017, Skybase Communications, LLC was awarded a three (3) year contract with two (2) one (1) year renewals to provide public safety mobile command post to the Emergency Management Division. The start date of the original contract was August 16, 2017, however; the vendor actually started work for us on July 1, 2017. The amendment is needed to retroactively make the effective date July 1, 2017, with an end date of June 30, 2020 w/ two (2) one (1) year renewals and which incorporates the following: amended and updated general services insurance and federal requirements.

FUNDING SOURCE, (If Applicable)

Department#: 701800
Account#: 541010
Amount: \$4,212.00


OPTIONS: Approve/Deny

RECOMMENDATION: Recommend amendment to C17-2597-PS with Skybase Communications, LLC which provides public safety mobile command post to the Emergency Management Division.



Greg Kisela, Deputy County Administrator 3/23/2018

RECOMMENDED BY:



John Hofstad, County Administrator 3/28/2018

APPROVED BY:

SCANNED

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

Procurement/Contract/Lease Number: 017-2597-PS Tracking Number: 293918
Procurement/Contractor/Lessee Name: Skypase Grant Funded: YES ___ NO X
Purpose: Amendment
Date/Term: to 3-30-18 w/ 2 1/2 year renewals 1. GREATER THAN \$100,000
Amount: 4212.00 annual 2. GREATER THAN \$50,000
Department: PS 3. \$50,000 OR LESS
Dept. Monitor Name: Henderson

Purchasing Review

Procurement or Contract/Lease requirements are met:
[Signature] Date: 3-5-18
Purchasing Director or designee Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Young

2CFR Compliance Review (if required)

Approved as written:
[Signature] Date: 3/5/2018
Grants Coordinator Renee Biby

Risk Management Review

Approved as written:
[Signature] Date: 3-5-18
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached Date: 3-8-18
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:

Finance Manager or designee Date: _____

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Thursday, March 08, 2018 8:16 AM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: Contract Amendment

This is approved for legal purposes.

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Tuesday, March 06, 2018 11:31 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: RE: Contract Amendment

Here you go, so sorry, that was totally my bad.

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Tuesday, March 06, 2018 10:26 AM
To: DeRita Mason <dmason@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>
Subject: RE: Contract Amendment

No DeRita in the amendment take a look at the language, they lop off two years from the original expiration of the contract. I'm trying to figure out why.

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Tuesday, March 06, 2018 11:20 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: RE: Contract Amendment

I have sent a question to the department. I believe they were just trying to make it a complete year. I don't think we need to actually do anything with the ending, the main concern is getting that July paid for. Should we just change the start date to reflect the July 1 date and keep the term date the same?

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Tuesday, March 06, 2018 10:19 AM
To: DeRita Mason <dmason@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>
Subject: RE: Contract Amendment

This doesn't answer my question. Please look at the current term in the contract and then the amendment and you will see what I'm trying to figure out. My question is I need to know why are we decreasing the term of the contract?

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Tuesday, March 06, 2018 11:09 AM
To: Parsons, Kerry

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>730</u>	Tracking Number: <u>2279-17</u>
Contractor/Lessee Name: <u>Skylbase Communicata</u>	Grant Funded: YES <u>NO</u>
Purpose: <u>Public Safety Mobile Command Post</u>	
Date/Term: <u>3yrs 2 1/2 term ext</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>\$4212.00 annual</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>PS</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Henderson</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review	
Procurement requirements are met: <u>Greg Mason</u>	
Purchasing Director or designee	Date: <u>6-28-17</u> Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

Risk Management Review	
Approved as written: <u>With Insurance Requirements</u>	
<u>Krystal King</u> Risk Manager or designee	Date: <u>7-5-17</u> Laura Porter or Krystal King

County Attorney Review	
Approved as written: <u>see email attached</u>	
County Attorney	Date: <u>7-7-17</u> Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Contracts & Grants	
Document has been received:	
Contracts & Grants Manager	Date: _____

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, July 11, 2017 12:48 PM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: ITQ 31-17 and ITQ 35-17

This is approved for legal purposes.

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Tuesday, July 11, 2017 1:45 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: FW: ITQ 31-17 and ITQ 35-17

Here is the one with the changes.

From: BJ Forsman [mailto:bj@skybasecommunications.com]
Sent: Tuesday, July 11, 2017 11:18 AM
To: DeRita Mason <dmason@co.okaloosa.fl.us>
Subject: RE: ITQ 31-17 and ITQ 35-17

DeRita,

See the attached Terms and Conditions for the requested changes. We highlighted the changes made, so they are easy to locate and read.

If this is acceptable, we will furnish a completed copy of the contract via email for signature.

Thank you, again, for all of your help,

BJ Forsman
SkyBase Communications LLC
PO Box 14229
Tallahassee, FL 32317
Office: 850-383-8050
Cell: 850-933-1015
Fax: 850-383-8061
Email: bj@skybasecommunications.com

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Tuesday, July 11, 2017 11:24 AM
To: BJ Forsman <bj@skybasecommunications.com>
Subject: FW: ITQ 31-17 and ITQ 35-17

Please see comments from the attorney as to what we would like to be added to the contract.

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Tuesday, July 11, 2017 10:04 AM

Username Password

[Forgot Username?](#) [Forgot Password?](#)

[Log In](#)
[Create an Account](#)

Search Results

Current Search Terms: skybase* communication*

Your search for "skybase* communication*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	Skybase Communications LLC	Status: Active
DUNS: 197167674	CAGE Code: 439Q8	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 05/24/2018	Debt Subject to Offset? No	
Purpose of Registration: All Awards		

Glossary

[Search Results](#)

[Entity](#)

[Exclusion](#)

[Search Filters](#)

[By Record Status](#)

[By Record Type](#)



- [Search Records](#)
- [Data Access](#)
- [Check Status](#)
- [About](#)
- [Help](#)
- [Disclaimers](#)
- [Accessibility](#)
- [Privacy Policy](#)
- [FAPIS.gov](#)
- [GSA.gov/IAE](#)
- [GSA.gov](#)
- [USA.gov](#)

IBM v1.P.2.20170623-1606
WWW6

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

NOTICE OF AWARD

TO: SkyBase Communications LLC
2518 Cathay Court
Tallahassee, Florida 32308

PROJECT: Public Safety Mobile Command Post

DESCRIPTION: ITQ PS 31-17

The **OWNER** has considered the bid submitted by you for the above-described WORK in response to its Advertisement.

This Notice of Award is a tentative award of contract and is not final until the Okaloosa County Board of County Commissioners approve final award.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the **OWNER**: Okaloosa County Purchasing, ATTN: DeRita Mason, 5479A Old Bethel Road, Crestview, FL 32536. If you have any questions, please call DeRita Mason at 850-689-5960.

Dated this 27th day of JULY, 2017

OWNER – OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

BY:  TITLE Purchasing Director
Greg Kisela

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged.

BY: SkyBase Communications

This the 12th day of July, 2017.

BY:  Burton Forsman

Title: Partner



SKYBASE-01

DONALD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/12/2017

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).

PRODUCER Earl Bacon Agency, Inc. Post Office Box 12039 Tallahassee, FL 32317	CONTACT NAME:	
	PHONE (A/C, No, Ext): (850) 878-2121	FAX (A/C, No): (850) 878-2128
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Nautilus Insurance Company		
INSURER B: Owners Insurance Company		32700
INSURER C: Commerce & Industry Insurance		19410
INSURER D: Employers		
INSURER E:		
INSURER F:		

INSURED
Sky Base Communications, LLC
2518 Cathay Court
Tallahassee, FL 32308

COVERAGES CERTIFICATE NUMBER: 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	ADDL SUBR (INSR, 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		NN721420	09/30/2016	09/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
OTHER:						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		49531232	07/06/2017	07/06/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		EBU062115849	03/06/2017	03/06/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
DED: RETENTION \$						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	EIG212261002	03/01/2017	03/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER CANCELLATION

Okaloosa County 5479A Bethel Rd. Crestview, FL 32536	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 <i>Will Messer</i>

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

**Contract # C17-2597-PS
SKYBASE COMMUNICATIONS, LLC
PUBLIC SAFETYMOBILE COMMAND POST
EXPIRES: 08/15/2020 W/2 1 YR RENEWALS**

Government Edition Customer Agreement

This Agreement describes the terms and conditions between you and SkyBase Communications LLC. ("SkyBase," "Us" or "We") applicable to SkyBase's Service.

1. The Service. The Service consists of a satellite-based Internet access service as further described in this Agreement (the "Service"). Service is in available locations in the contiguous U.S. with an unobstructed view of the southern sky.

2. Minimum System Requirements. It is your responsibility, at your expense, to obtain, maintain, and operate suitable and fully compatible computer equipment. You are also responsible for all telephone charges incurred in connection with using the Service.

3. Service Commitment.

3.1 Minimum Service Commitment. This contract is for three (3) years and allows for two (2) extensions, of one (1) year each. ("Minimum Service Term"). If you terminate service prior to the expiration of the Minimum Service Term, you will owe the Termination Fee as described below.

3.2 Term and Renewal. The term of this Agreement commences on the date your Service is activated and continues for the duration of the Minimum Service Term unless terminated earlier by you or SkyBase in accordance with this Agreement. After the Minimum Service Term expires, the term of this Agreement will renew upon written consent of the parties, on an annual basis until terminated by you or SkyBase in accordance with this Agreement.

3.3 Termination Fees. If you cancel the Service before completion of the Minimum Service Term, you will be charged a Termination Fee equal to the number of months left in your Minimum Service Term multiplied by your base monthly fee. You are not required to return, and SkyBase is not obligated to de-install, the SkyBase Equipment.

4. Responsibility And Supervision.

4.1 Account Set-Up. You agree that you are responsible for verifying and maintaining the account, options, settings and other parameters under which the Service is used, including (without limitation) all related passwords and user identification information.

4.2 Installation of Equipment. You represent that there are no legal, contractual or similar restrictions on the installation of the SkyBase Equipment in location(s) you have authorized. It is your responsibility to ensure compliance with all applicable building codes, or zoning ordinances related to services provided under this Agreement, to pay any fees or other charges, and obtain any permits or authorizations necessary for services provided under this agreement (collectively "Legal Requirements"). You are solely responsible for any fines or similar charges for service in violation of any applicable Legal Requirements. You acknowledge and agree that SkyBase or our designated service provider will be required to access your premises or system and to install and maintain the SkyBase Equipment, including the antenna and its components, necessary for you to receive the Service inside and outside your location. NEITHER SKYBASE NOR OUR SERVICE PROVIDER SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM INSTALLATION, REPAIR OR OTHER SERVICES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR PREMISES, LOSS OF SOFTWARE, DATA OR OTHER INFORMATION FROM YOUR COMPUTER(S). This limitation does not apply to any damages arising from the gross negligence or willful misconduct of any installation or maintenance service provider.

VERIFIED A TRUE
AND CORRECT COPY
JUDICIAL CIRCUIT COURT

BY 
DATE 8/17/17



(a) Billing and Charges. You agree to pay, in accordance with the provisions of the billing option you selected, any registration, activation or monthly fees, ISP service charges, minimum charges and other amounts charged to or incurred by you, or by users of your account, at the rates in effect at the start of the billing period in which those amounts are charged or incurred. You agree to pay all applicable taxes related to your use of the Service, provision of services, software or hardware or the use of the Service by users of your account. You understand and agree that you will not receive a paper statement in the mail for your Service. SkyBase reserves the right to correct and charge under-billed amounts for a period of 90 days after the incorrect statement was issued. Payment of the outstanding balance is due in full each month.

(b) Late Payment. If your payment is not received by us before the next statement is issued, you may be charged a late fee on the delinquent balance at the lesser of 1.5% per month or the maximum rate permitted by applicable law. If we do not receive payment from you before your next statement is issued, we have the right to suspend your Service or terminate this Agreement without notice. Termination of the Agreement by us due to your default or nonpayment will result in a Termination Fee owed by you.

4.3 Payment Authorization. A purchase order shall be issued or credit card information provided to SkyBase Communications, for the services. You must provide current, complete, and accurate information for your billing account, and promptly update any changes (such as a change in billing address, purchase order number, credit card number, credit card expiration date, bank account number). Changes to such information can be made by calling SkyBase at 850-383-8050 or contacting us via email or in writing.

4.4 Disputes and Partial Payments. If you think a charge is incorrect or you need more information on any charges applied to your account, you should contact our billing department as soon as you notice any error.

4.5 Reactivation. If your Service is suspended or terminated, including your failure to submit payment on time or for any other reason, in addition to payment of past due amounts, we may require a reactivation fee in accordance with our then current rates. In addition you must bring your account up to date through the month of reactivation by making payment in full of any outstanding balance, fees and other applicable charges.

5. Modifications, Rights of Cancellation or Suspension.

5.1 Modification of this Agreement. Upon notice published over the Service, we may at any time (and from time to time) modify this Agreement, including, without limitation, our pricing and billing terms. If you do not agree to such changes or additions, then you must terminate this Agreement in accordance with Section 6.2 and stop using the Service prior to the effective date of such modifications. Your continued use of the Service after the effective date of such modifications constitutes your acceptance of such modifications.

5.2 Termination by Subscriber. Subject to your payment of the Termination Fee and the fee for Services for the full billing cycle in which termination occurred, you may immediately terminate this Agreement and discontinue the Service at any time upon written or telephone notice to us. You are required to provide 30 days advance notice to cancel the annual renewal of this agreement, as described in Section 3.2. You must terminate this Agreement in accordance with its terms; failure to do so may delay or prevent us from knowing that a termination was intended. You will continue to be liable under this Agreement for all fees and charges until such time as the Agreement has been properly terminated or we have acknowledged such termination in writing or by e-mail.

5.3 Termination or Suspension by SkyBase. We may immediately terminate your Service and this Agreement if you or a user of your account breaches this Agreement. We reserve the right in our sole discretion to terminate your account and this Agreement at any time or to suspend (with or without notice) or terminate access to or use of the Service, in whole or in part.

5.4 Post-Termination or Suspension Obligations. Notwithstanding any cancellation or termination of this Agreement or any of your accounts, nor any suspension or termination of access to or use of the Service, you will remain responsible for all payment and other obligations under this Agreement

6. Permitted Use And Restrictions On Use.

6.1 Restrictions On Use Of The Service. SkyBase reserves the right to terminate immediately the Service and this Agreement if you or any user under your account knowingly or otherwise engage in any prohibited activity or if you use the SkyBase Equipment or Service in a way which is contrary to any SkyBase policy or any policy of a SkyBase supplier. You must strictly adhere to any policy set forth by another service provider accessed through the Service. You agree to comply with SkyBase's Acceptable Use and Fair Access Policies incorporated into and made a part of this Agreement. You do not own, nor have any rights other than those expressly granted to you, to a particular IP address, even if you have ordered a static IP address.

6.2 Fair Access Policy. If your usage exceeds the limits set forth in the Fair Access Policy applicable to your plan, we may reduce the bandwidth available to you on a temporary basis. Continued violation of the Fair Access Policy is a breach of this Agreement and will result in the termination of this Agreement. SkyBase Internet access is not guaranteed. The terms of this policy apply to all service plans. For specific Fair Access Policy limitations please see the description of the service plan you are receiving.

6.3 Prohibition on Resale. Reselling the Service (e.g. via wi-fi, or any other method), in whole or in part, directly or indirectly, or on a bundled or unbundled basis is prohibited. The Service is for your business' use only and you agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose that in any manner would result in a violation of the terms of the Acceptable Use Policy, Fair Access Policy.

6.4 Compliance with Laws. You agree to comply with all applicable laws, rules and regulations in connection with the Service, your use of the Service and this Agreement.

6.5 Security. You agree you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device.

6.6 Responsibility of Subscriber. You are responsible for any misuse of the Service committed through your account or utilizing your SkyBase Equipment. You must take steps to ensure that unauthorized access to the Service does not occur.

7. (Intentionally Left Blank)

8. SkyBase Equipment. The terms of sale applicable to the SkyBase Equipment are governed by your purchase agreement or other documents evidencing such sale and, if applicable, SkyBase's limited warranty and service plan, if any. In addition, SkyBase Equipment contains software and/or other intellectual property subject to a license agreement(s) ("License Agreement") provided with the SkyBase Equipment. Any breach of the License Agreement constitutes a breach of this Agreement.

9. Warranties and Limitations of Liability.

9.1 DISCLAIMER OF WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NEITHER SKYBASE NOR ANY OF SKYBASE'S WHOLESALERS, DEALERS, DISTRIBUTORS, AGENTS, EMPLOYEES, SUPPLIERS, LICENSORS OR THIRD PARTY CONTENT PROVIDERS ("SKYBASE'S PARTNERS") WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO SKYBASE NOR ANY OF SKYBASE'S PARTNERS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, INCLUDING ANY MINIMUM UPLOAD OR DOWNLOAD SPEEDS. THE SERVICE IS DISTRIBUTED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF

TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF INFORMATIONAL CONTENT, NON-INFRINGEMENT OR OTHERWISE, EXCEPT THE FOREGOING SHALL NOT APPLY IN STATES WHERE IT IS PROHIBITED. SKYBASE EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE SERVICE WILL BE ERROR FREE, SECURE OR UNINTERRUPTED OR OPERATE AT ANY MINIMUM SPEED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY SKYBASE OR ANY OF SKYBASE'S PARTNERS SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE. BECAUSE SKYBASE PROVIDES SUBSCRIBERS WITH ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE INTERNET, WE CANNOT AND DO NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION YOU OBTAIN THROUGH THE SERVICE. WE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM, OR FROM ANY ATTEMPT TO REMOVE, ANY COMPUTER VIRUS OR OTHER HARMFUL FEATURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU TO THE EXTENT SUCH EXCLUSION IS NOT ALLOWED BY APPLICABLE LAW. THE LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU ALSO MAY HAVE OTHER RIGHTS THAT VARY BY JURISDICTION.

9.2 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER SKYBASE NOR ANY OF SKYBASE'S PARTNERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF ANY REPRESENTATION OR WARRANTY. WITHOUT IN ANY WAY LIMITING THE FOREGOING, IF FOR ANY REASON, BY OPERATION OF LAW OR OTHERWISE, ANY PORTION OF THE FOREGOING LIMITATION OF LIABILITY SHALL BE VOIDED, THEN IN SUCH EVENT SKYBASE'S MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY AND THE LIABILITY OF SKYBASE'S PARTNERS SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO SKYBASE BY YOU FOR SERVICE DURING AND FOR A PERIOD OF TIME COMMENCING UPON THE OCCURRENCE OF SUCH ERROR, DEFECT OR FAILURE AND CEASING UPON THE DISCOVERY OF SUCH, IN WHOLE OR IN PART; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH PERIOD OF TIME EXCEED THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE WHICH SUCH ERROR, DEFECT OR FAILURE IS FIRST DISCOVERED IN WHOLE OR IN PART.

9.3 Applicability and Exceptions. The foregoing exclusions or limitations of liability apply regardless of any allegation or finding that a remedy failed of its essential purpose, regardless of the form of action or theory of liability (including, without limitation, negligence) and even if SkyBase or others were advised or aware of the possibility or likelihood of such damages or liability. The foregoing shall not apply in states where such exclusions are prohibited. In addition, these exclusions and limitations do not apply to your purchase of your SkyBase Equipment, which is governed by your purchase agreement or other documents evidencing such sale and if applicable, SkyBase's limited warranty and service plan, if any.

9.4 Service Interruptions. Service may be interrupted from time to time for a variety of reasons. We are not responsible for any interruptions of Service that occur due to acts of God (including weather), power failure or any other cause beyond our reasonable control. However, because we value our subscribers, for an interruption of a significant length of time that is within our reasonable control, upon your request we may provide what we reasonably determine to be a fair and equitable adjustment to your account to make up for the Service interruption. THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASES.

9.5 Indemnity. You agree to indemnify, defend and hold us harmless to the extent provided by law against all claims, liability, damages, costs and expenses, including but not limited to reasonable attorneys fees, arising out of or related to any and all use of your account. This includes, without limitation, responsibility for all consequences of your (or that of any user of your account) violation of this Agreement or placement on or over, or retrieval from or through, the Service of any software, file, information, communication or other content and all costs incurred by us in enforcing this Agreement against you.

10. General

10.1 Applicable Law. This Agreement is made in and governed by the laws of the State of Florida. Any arbitration will be held in Leon County, Florida.

10.2 Notices, Disclosures and Other Communications. Where notification by SkyBase is contemplated by or related to this Agreement, notice may be made by any reasonable means, including, but not limited to, e-mail or in writing.

10.3 Miscellaneous. If any term of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be construed in such a way as to eliminate the offending aspects while still giving as much effect as possible to the intentions of such term. If this cannot be done and the entire term is invalid, illegal or unenforceable and cannot be so repaired, then the term shall be considered to be stricken from this Agreement as if it had not been included from the beginning. In any such case, the balance of this Agreement shall remain in effect in accordance with its remaining terms notwithstanding such invalid, illegal or unenforceable term. We may enforce or decline to enforce any or all of the terms of this Agreement in our sole discretion. In no event shall we be required to explain, comment on, suffer liability for or forfeit any right or discretion based on its enforcement, non-enforcement or consistency of enforcement of these terms. Captions used in this document are for convenience only and shall not be considered a part of this Agreement or be used to construe its terms or meaning.

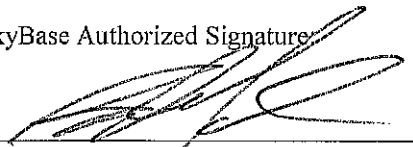
10.4 Assignment Of Account. We may sell, assign, pledge or transfer your account or an interest in your account to a third party without notice to you. In the absence of a notice of such sale or transfer, you must continue to make all required payments to us in accordance with your statement.

10.5 Entire Agreement. This Agreement, as well as "Exhibit B", and the additional online documents specifically incorporated as a part of this Agreement constitute the entire and only agreement with respect to its subject matter between you and ourselves, applicable also to all users of your account. This Agreement supersedes all representations, proposals, inducements, assurances, promises, agreements and other communications with respect to its subject matter except as expressly set forth in this document.

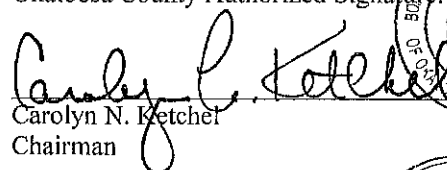
If you would like to contact us, you may call 888-497-0592 or write to:

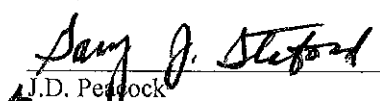
SkyBase Communications
2518 Cathay Court, Suite 1
Tallahassee, FL 32308
Attention: Customer Care

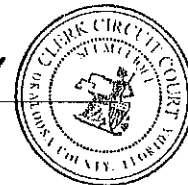
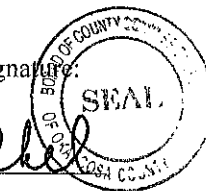
SkyBase Authorized Signature


Burton Forsman
Managing Partner
SkyBase Communications

Okaloosa County Authorized Signature


Carolyn N. Ketchel
Chairman


J.D. Perlock
II Clerk





2518 Cathay Court
Tallahassee, Florida 32308

Office: 850-383-8050
Fax: 850-383-8061

Date: _____

Service Agreement for VSAT Services

Customer Billing Information:

Company Name: Okaloosa County Department of Public Safety
 Primary Contact Name: Ken Wolke
 Individual Account Name: Okaloosa County Emergency Management
 Social Security Number or FEIN: _____
 Address 90 College Blvd, East
 City: Niceville State: FL Zip Code: 32578
 Phone (Daytime): 850-651-7150 Phone (Evening): 850-585-9316
 FAX: 850-651-7170 Mobile: same as above
 Email: kwolfe@co.okaloosa.fl.us Dealer: _____

Airtime Plans

Responder EMR Plan:

10 Day 3M/1M EMR-Shar: 10 Days Per Month \$ 275.00 /Month \$ 50.00 /Additional Day
 10 Nonconsecutive Days in a Single Calendar Month - Resets on the First Day of Each Month

SkyVoice 4 Line 4000 Minutes / month \$66 /Month \$0.15 /Additional Min
 4000 Minutes per month, shared across all 4 lines - Resets on the First Day of Each Month

SkyFax 1 1000 Minutes / month \$10 /Month \$0.15 /Additional Min
 1000 Minutes per month - Resets on the First Day of Each Month

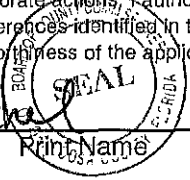
Billing Options:

Email Billing - Invoices will be sent via email Included in service plan pricing
 USPS Billing - Hard copy printed and mailed \$5 per month extra per account

Payment Options:

Direct Billing - Subject to Credit Check _____ Monthly _____ Annual
 Automatic Credit Card Charge Must Attach Completed SkyBase Credit Card Authorization Form

I acknowledge that I have read and understand all the terms and conditions included in all pages of this Agreement and I agree to be bound thereby, or if I am signing in a representative capacity, I agree that the entity for which I am signing will be bound thereby. If signing on behalf of an entity, I represent that I am a duly authorized representative of that entity (named above at "Customer Billing Information") and I have submitted this application in my official capacity as indicated below as "Title." If I am representing a corporation, I acknowledge that the execution of this document has been authorized by all necessary corporate actions. I authorize SkyBase Communications, of Tallahassee, Florida, or its representatives to access and review the information and references identified in this application, and all other relevant information and materials for the purpose of identifying the financial status and creditworthiness of the applicant.

Carolyn N. Ketchel  Chairman 8/16/2017
 Authorized Signature Print Name Title Date
 Carolyn N. Ketchel, Chairman



2518 Cathay Court
Tallahassee, Florida 32308

Office: 850-383-8050
Fax: 850-383-8061

Date: _____

Service Agreement for VSAT Services

Customer Billing Information:

Company Name: Okaloosa County Department of Public Safety
 Primary Contact Name: Ken Wolke
 Individual Account Name: Okaloosa County Emergency Management
 Social Security Number or FEIN: _____
 Address: 90 College Blvd, East
 City: Niceville State: FL Zip Code: 32578
 Phone (Daytime): 850-651-7150 Phone (Evening): 850-585-9316
 FAX: 850-651-7170 Mobile: same as above
 Email: kwolfe@co.okaloosa.fl.us Dealer: _____

Airtime Plans

Responder EMR Plan:

<input checked="" type="checkbox"/>	10 Day 3M/1M EMR-Shar	10 Days Per Month	\$ 275.00 /Month	\$ 50.00 /Additional Day
	10 Nonconsecutive Days In a Single Calendar Month - Resets on the First Day of Each Month			
<input type="checkbox"/>	SkyVoice 4 Line	4000 Minutes / month	\$66 /Month	\$0.15 /Additional Min
	4000 Minutes per month, shared across all 4 lines - Resets on the First Day of Each Month			
<input type="checkbox"/>	SkyFax 1	1000 Minutes / month	\$10 /Month	\$0.15 /Additional Min
	1000 Minutes per month - Resets on the First Day of Each Month			

Billing Options:

<input checked="" type="checkbox"/>	Email Billing - Invoices will be sent via email	Included in service plan pricing
<input type="checkbox"/>	USPS Billing - Hard copy printed and mailed	\$5 per month extra per account

Payment Options:

<input type="checkbox"/>	Direct Billing - Subject to Credit Check	<input type="checkbox"/> Monthly	<input type="checkbox"/> Annual
<input type="checkbox"/>	Automatic Credit Card Charge Must Attach Completed SkyBase Credit Card Authorization Form		

I acknowledge that I have read and understand all the terms and conditions included in all pages of this Agreement and I agree to be bound thereby, or if I am signing in a representative capacity, I agree that the entity for which I am signing will be bound thereby. If signing on behalf of an entity, I represent that I am a duly authorized representative of that entity (named above at "Customer Billing Information") and I have submitted this application in my official capacity as indicated below as "Title." If I am representing a corporation, I acknowledge that the execution of this document has been authorized by all necessary corporate actions. I authorize SkyBase Communications, of Tallahassee, Florida, or its representatives to access and review the information and references identified in this application, and all other relevant information and materials for the purpose of identifying the financial status and creditworthiness of the applicant.

Authorized Signature	Print Name	Title	Date
<u>Carolyn N. Ketchel, Chairman</u>			

EXHIBIT "B"



INVITATION TO QUOTE & ACKNOWLEDGEMENT

ITQ TITLE:

Public Safety Mobile
Command Post

ITQ NUMBER:

ITQ 31-17

LAST DAY FOR QUESTIONS:

June 1, 2017 at 4:00 p.m. CST

ITQ DUE DATE & TIME:

June 5, 2017 at 4:00 p.m. CST

NOTE: QUOTES RECEIVED AFTER THE QUOTE DUE DATE WILL NOT BE ACCEPTED.

Okaloosa County, Florida solicits your company to submit a quote on the above referenced goods or services. All terms, specifications and conditions set forth in this ITQ are incorporated into your response. A quote will not be accepted unless all conditions have been met. All quotes must have an authorized signature in the space provided below. All envelopes containing sealed qualifications must reference the "ITQ Title", "ITQ Number" and the "ITQ Due Date & Time" Okaloosa County is not responsible for lost or late delivery of quotes by the U.S. Postal Service or other delivery services used by the respondent. Electronically submitted quotes will be accepted. Quotes may not be withdrawn for a period of sixty (60) days after the quote opening unless otherwise specified.

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

COMPANY NAME SkyBase Communications LLC
MAILING ADDRESS 2518 Cathay Court
CITY, STATE, ZIP Tallahassee, Florida 32308
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 20-2156045
TELEPHONE NUMBER: 850-383-8050 EXT: 1000 FAX: 850-383-8061
EMAIL: sales@skybasecommunications.com

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

AUTHORIZED SIGNATURE: TYPED OR PRINTED NAME Burton Forsman
TITLE: Member DATE: 06/02/2017

Rev: September 22, 2014

NOTICE TO QUOTERS
ITQ 31-17

The Okaloosa County Board of County Commissioners requests quotes from respondents for Public Safety Mobile Command Post. The County desires services of a qualified respondent with proven performance as outlined in the Quote Requirements section of this packet.

Interested respondents desiring consideration shall provide an original and two (2) copies (total of three (3)) of their Invitation to Quote (ITQ) response with the agency's area of expertise identified. Submissions should be portrait orientation, unbound, and 8 ½" x 11" where practical.

Quote documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <http://www.floridabidsystem.com/Bids/ViewOpenSolicitations.asp>

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than **June 5, 2017 at 4:00 p.m.**, in order to be considered. All quotes received after the stated time and date will be returned unopened and will not be considered.

All originals must have original signatures in blue ink.

All submittals shall be addressed as follows:

ITQ 31-17 SAT COM for Mobile EOC Command Post
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536

NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery service assume all risk of late or non-delivery

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

Greg Kisela

Date

Purchasing Director

OKALOOSA COUNTY

BOARD OF COUNTY COMMISSIONERS

Carolyn N. Ketchel

Chairman

QUOTE REQUIREMENTS

SCOPE:

Okaloosa County currently maintains a 40ft mobile command post with satellite service and internet connection. Internet connection for mobile command post computers is via installed Wi-Fi network equipment. Vendors are required to provide service to the system at the following minimums, Single Satellite Shared Network 3 Mbps downline, 1 Mbps Uplink, 10 days of use included in the plan for testing and operation of equipment. Service to 4 Voice lines with 4,000 minutes per month minimum. Fax service via satellite. Also required is the phone and access to the Florida Red Phone Network. Vendor must provide service to all currently installed equipment without upgrade or equipment replacement requirements. Vendors are encouraged to conduct a site visit of the mobile command post to insure service to all equipment is included in their quote.

TERM:

The County will negotiate a three (3) year contract with the successful vendor with a maximum option of two (2) one-(1) year renewals. Exercising that option will be only after mutual written agreement between the County and vendor.

By submitting a response to this ITQ, Vendor acknowledges that any contract awarded as a result of this ITQ shall be contingent upon the annual appropriation of funds by the County and/or award of grant funding.

GRANT REQUIREMENTS:

Some if not all of the contractual services provided may be funded using State and/or Federal grant dollars. IN order to comply with the grant regulations, including Federal grant regulations, additional rules and regulations will apply. See General Grant Funding Conditions Certification, attached to this ITQ. Upon receipt of any grant funds, further special conditions may apply which the Vendor by submitting the ITQ agrees to follow.

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 02/09/16

RESPONDENT'S INSURANCE

1. The Respondent shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. 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. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Respondent.
6. The County shall retain the right to reject all insurance contracts 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 Respondent.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

1. The Respondent 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 Respondent 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. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Respondent shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Respondent shall notify the County representative in writing. The Respondent shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises -- Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Respondent's Liability
 - 4.) Completed Operations and Products Liability

- Respondent shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for the length of the project.

LIMITS OF LIABILITY

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

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$100,000 each accident
2. Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4. Personal and Advertising Injury	\$250,000

NOTICE OF CLAIMS OR LITIGATION

The Respondent 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 Respondent'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 Respondent 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, Respondent 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 Respondent and other persons employed or utilized by the Respondent in the performance of this contract.

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

CERTIFICATE OF INSURANCE

- Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.

2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. 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. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

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

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

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

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

UMBRELLA INSURANCE

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

GENERAL SERVICES SPECIAL BID CONDITIONS

1. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.
2. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
3. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:

Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.

Evidence that the respondent has a financial interest in the firm of another respondent for the same work.

Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.

Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.

Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

4. **AWARD OF CONTRACT** -

Okaloosa County Review - Okaloosa County designated Staff will review all quotes and will participate in the Recommendation to Award.

The County will award the contract to the lowest-most responsive quote, and the County reserves the right to award the contract to the respondent submitting a responsive quote with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all quotes or to waive any irregularity or technicality in quotes received. Okaloosa County shall be the

sole judge of the quote and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all quotes, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this quote and to accept the quote that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional quotes and quotes which make it impossible to determine the true amount of the quote. Each item must be quoted separately and no attempt is to be made to tie any item or items to any other item or items.

5. **PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.
6. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
7. **PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
8. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

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

9. **RECYCLED CONTENT INFORMATION** - In support of the Florida Waste Management Law, respondents are encouraged to supply with their bid any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.) and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

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

10. **LOCAL PREFERENCE** - Okaloosa County reserves the right to grant a preference to in-county respondents only when bids are received from firms located in states, counties, municipalities or other

political subdivisions which offer preference to respondents located in such political subdivisions. The amount of preference given to local respondents will be the same as that given by the state, county, municipality or other political subdivisions in which a respondent is located. If the political subdivision in which a respondent is located offers a preference to its local firms, that respondent must plainly state the extent of such preference to include the amount and type preference offers. Any respondent failing to indicate such preference will be removed from the County bid list and any and all bids from that firm will be rejected.

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

11. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
12. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
13. **AUTHORITY TO PIGGYBACK** - All respondents submitting a response to this Request for Quote agree that such response also constitutes a bid to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this bid, should the respondent feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.

This agreement in no way restricts or interferes with the right of any governmental agency to bid any or all items.

14. **NO CONTACT CLAUSE** - The Okaloosa County Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received by the County and terminates when the Board of County Commissioners approves an award.

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

15. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
16. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide

the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

17. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

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

18. **SUSPENSION OR TERMINATION BY OWNER FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
19. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.
20. **AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through three (3) years after the expiration of contract.
21. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
22. **NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

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

24. The following documents are to be submitted with the bid packet:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. No Contact Clause Form
- E. Recycled Content
- F. Indemnification and Hold Harmless
- G. Company Data
- H. List of References
- I. Addendum Acknowledgement
- J. Quote Sheet
- K. Certification Regarding Lobbying

DRUG-FREE WORKPLACE CERTIFICATION

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

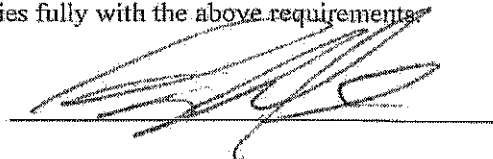
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about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

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

DATE:

06/02/2017

SIGNATURE:



COMPANY:

SkyBase Communications LLC

NAME:

Burton Forsman

(Typed or Printed)

ADDRESS:

2518 Cathay Court

Tallahassee, FL 32308

TITLE:

Member

E-MAIL:

bj@skybasecommunications.com

PHONE NO.:

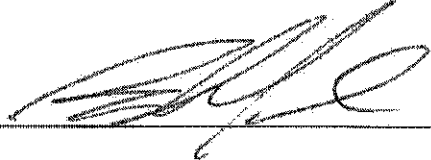
850-383-8050 x1000

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE: 06/02/2017

SIGNATURE: 

COMPANY: SkyBase Communications LLC

NAME: Burton Forsman

ADDRESS: 2518 Cathay Court

TITLE: Member

Tallahassee, Florida 32308

E-MAIL: bj@skybasecommunications.com

PHONE NO.: 850-383-8050 x1000

NO CONTACT CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

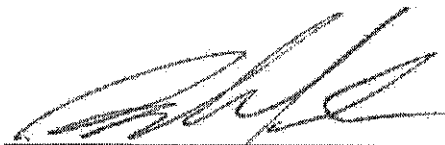
The period commences upon receipt of the procurement proposal, by the County, and terminates upon Board approval to award a contract or reject all bids/responses.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners, County Administrator, or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

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

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

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

I  representing SkyBase Communications LLC
Signature Company Name

On this 2nd day of June 2016 hereby agree to abide by the County's "No Contact Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin _____ or Recycled _____ (Check the applicable blank)? If recycled, what percentage _____%.

Product Description: _____

2. Is your product packaged and/or shipped in material containing recycled content?

Yes _____ No _____

Specify: _____

3. Is your product recyclable after it has reached its intended end use?

Yes _____ No _____

Specify: _____

The above is not applicable if there is only a service involved with no product involvement.

Name of Respondent: SkyBase Communications LLC, Burton Forsman

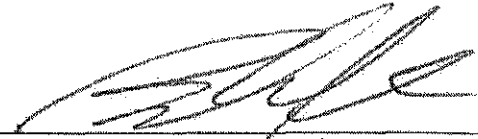
Email: bj@skybasecommunications.com

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Respondent 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 intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

SkyBase Communications LLC

Respondent's Company Name


Authorized Signature – Manual

2518 Cathay Court, Tallahassee, FL 32308

Physical Address

Burton Forsman

Authorized Signature – Typed

2518 Cathay Court, Tallahassee, FL 32308

Mailing Address

Member

Title

850-383-8050 x1000

Phone Number

850-383-8061

FAX Number

850-933-1015

Cellular Number

850-383-8050

After-Hours Number(s)

06/02/2017

Date

COMPANY DATA

Respondent's Company Name: SkyBase Communications LLC

Physical Address & Phone #:

2518 Cathay Court

Tallahassee, Florida 32308

850-383-8050

Contact Person (Typed-Printed): Burton Forsman

Phone #: 850-383-8050 x1000

Cell #: 850-933-1015

Email: bj@skybasecommunications.com

Federal ID or SS #: 20-2156045

DUNNS#: 197167674

Respondent's License #:

Fax #: 850-383-8061

Emergency #'s After Hours,
Weekends & Holidays: 850-383-8050

LIST OF REFERENCES

1. Owner's Name & Address:

City of Fort Lauderdale

400 N Andrews Ave

Fort Lauderdale, Florida 33301

Contact Person:

Troy Bailey

Telephone: (954) 828-5790

Email: tbailey@fortlauderdale.gov

2. Owner's Name & Address: Okaloosa County Public Safety

302 N Wilson Street

Crestview, Florida 32536

Contact Person:

Ken Wolfe

Telephone: (850) 651-7150

Email: kwolfe@co.okaloosa.fl.us

3. Owner's Name & Address:

IP Access

31831 Camino Capistrano, Suite 300A

San Juan Capistrano, California 92675

Contact Person:

Mike Gregg

Telephone: (321) 710-7700

Email: mike.gregg@pinternational.net

QUOTE SHEET

Quote Number: ITQ 31-17

Quote Description: Public Safety Mobile Command Post

Quote:

Remarks:

ANTI-COLLUSION STATEMENT: The below signed respondent has not divulged to, discussed, or compared his quote with other respondents, and has not colluded with any other respondent or parties to quote whatever. Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from respondent list(s).

SkyBase Communications LLC

Quoter's Company Name


Authorized Signature

2518 Cathay Court

Burton Forsman

Authorized Signature (printed)

Tallahassee, Florida 32308

Member

Address

Title

850-383-8050

850-383-8061

Phone Number

Fax Number

20-2156045

bj@skybasecommunications.com

Federal ID or SS Number

Email Address

06/02/2017

Date Submitted



2518 Cathay Ct.
 Tallahassee, Florida 32308
 Office: 850-383-8050 Fax: 850-383-8061

Quotation

Customer: Contact: ITQ 31-17
 Entity Name: Okaloosa County Public Safety
 Address:
 City, State, ZIP:
 Email:

Date: 6/5/2017
 Quote #: 060517-148873
 Sales Rep: BJ Forsman
 Email: bj@skybasecommunications.com

Line Item	Qty	Part Number	Description	Unit Price	Extended Price	Delivery Notes
1	12	EMR	SkyBand Emergency Responder Upgrade Plan Single Satellite Shared Network :: 3 Mbps Downlink :: 1 Mbps Uplink :: 10 Days of Use included in plan :: \$50 per day over :: 12 Month Agreement Required	\$ 275	\$ 3,300	
2	1	FLRP	Florida Red Phone Network Phone			Included with Plan
3	12	SV4	4 Voice Lines 4,000 minutes per month	\$ 66	\$792	
4	12	SFAX	SkyFAX Service	\$ 10	\$120	
<p>These services were designed with an increased speed capability, in an effort to remove the need for upgrading service plans for short intervals (bumping-up). After reviewing the need to "bump up" services and realizing the manpower required to do so, the decision was made to provide increased speed for little to no additional cost, to replace the option of a "bump-up" service level.</p>						
Quote Total					\$ 4,212	

Send Purchase Order to:
 SkyBase Communications
 21518 Cathay Ct.
 Tallahassee, Florida 32308
 Fax: 850-383-8061

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

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

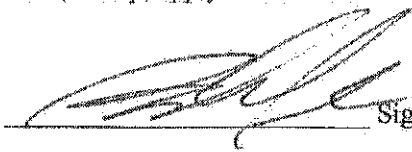
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract,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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, SkyBase Communications LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Burton Forsman

Name and Title of Contractor's Authorized Official

06/02/2017

Date

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

- (1) The prospective lower tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

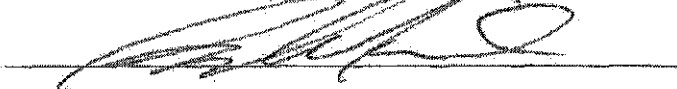
As the duly authorized representative of the company, I hereby certify that the company will comply with the above certifications.

SkyBase Communications LLC

Company Name:

Burton Forsman, Member

Printed Name and Title of Authorized Representative:



Signature:

06/02/2017

Date:

GENERAL GRANT FUNDING CONDITIONS

Either this solicitation is fully or partially Grant funded. Respondents shall comply with the clauses as enumerated below.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE):** The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts (see Attachment B) to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)

Florida Department of Transportation

Minority Business Development Center in most large cities and

Local Government M/DBE programs in many large counties and cities
6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

7. **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.
8. **Copeland Anti Kick Back Act:** If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

13. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

15. **Access to Records and Reports:**

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

16. **Record Retention:**

Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

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

18. **Termination for Default (Breach or Cause):**

Contracts in excess of \$10,000 – If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the

contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

19. **Safeguarding Personal Identifiable Information**

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

20. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.

21. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.


22. **Disputes:** Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the County. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.

23. **Energy Policy and Conservation Act (43 U.S.C. §6201)**

All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

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

DATE: 06/02/2017

SIGNATURE: 

COMPANY: SkyBase Communications LLC

NAME: Burton Forsman

ADDRESS: 2518 Cathay Court
Tallahassee, Florida 32308

TITLE: Member

E-MAIL: bj@skybasecommunications.com

PHONE NO.: 850-383-8050 x1000