

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/20/2020

Contract/Lease Control #: C18-2651-IT

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: AP SOUND, INC., DBA ALL PRO INTEGRATED SYSTEMS

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/01/2017

Expiration Date: 11/30/2021 W/1 1 YR RENEWAL

Description of: MAINTENANCE AGREEMENT-LABOR

Department: IT

Department Monitor: SAMBENEDETTO

Monitor's Telephone #: 850-651-7570

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

Closed:

Cc: BCC RECORDS



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2021

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

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

<b>PRODUCER</b> Hylant - Fort Wayne 6714 Pointe Inverness Way, Ste 100 Fort Wayne IN 46804	<b>CONTACT NAME:</b> Sherri A. Noll, CIC, CPCU
	<b>PHONE (A/C, No, Ext):</b> 260-969-3957 <b>FAX (A/C, No):</b> 260-969-3999 <b>E-MAIL ADDRESS:</b> sherri.noll@hylant.com
<b>INSURED</b> All Pro Integrated Systems AP Sound, LLC DBA AllPro Sound 806 Beverly Parkway Pensacola FL 32505-2407	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> <b>INSURER A:</b> Cincinnati Insurance Co      10677 <b>INSURER B:</b> American Interstate Insurance Company      31895 <b>INSURER C:</b> Mount Vernon Fire Insurance Co      26522 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**

CERTIFICATE NUMBER: 724356484

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	ENP 0585815	9/1/2021	9/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ENP 0585815	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	ENP 0585815	9/1/2021	9/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		Y	AVWCFL2875132020	3/1/2021	9/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A C	Stored Materials Professional Liability			ENP 0585815 PT 2000371B	9/1/2021 9/1/2021	9/1/2022 9/1/2022	Stored Materials \$2,000,000 Occ/Agg \$1,000,000 Deductible \$10,000

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

The Certificate Holder, their respective agents, consultants, servants and employees are Additional Insureds where required by written contract for General Liability, Auto Liability and Umbrella Liability. Coverage is Primary and Non-Contributory. Waiver of Subrogation applies to all lines of coverage. Cancellation is 30 days except for non-payment of premium which is 10 days.

CONTRACT # C18-2651-IT  
 AP SOUND INC.,  
 DBA ALL PRO INTERGRATED SYSTEMS  
 MAINTENANCE AGREEMENT-LABOR  
 EXPIRES: 11/30/2021 W/ 1 YR RENEWAL

**CERTIFICATE HOLDER****CANCEL**

Okaloosa County  
 5479A Old Bethel Road  
 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

*Judy K. Wilson*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/16/2021

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.

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<b>PRODUCER</b> Hylant - Fort Wayne 6714 Pointe Inverness Way, Ste 100 Fort Wayne IN 46804	<b>CONTACT NAME:</b> Sherri A. Noll, CIC, CPCU <b>PHONE (A/C No. Ext):</b> 260-969-3957 <b>E-MAIL ADDRESS:</b> sherri.noll@hylant.com	<b>FAX (A/C No.):</b> 260-969-3999
	<b>INSURER(S) AFFORDING COVERAGE</b>	
License#: 23894 APSOUND-02	<b>INSURER A:</b> Cincinnati Insurance Co <b>INSURER B:</b> American Interstate Insurance Company <b>INSURER C:</b> Mount Vernon Fire Insurance Co <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 10677 31895 26522

**COVERAGES**                      **CERTIFICATE NUMBER:** 2026253216                      **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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y Y	ENP 0585815	9/9/2020	9/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y Y	ENP 0585815	9/9/2020	9/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y Y	ENP 0585815	9/9/2020	9/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	AVWCFL2875132020	3/1/2021	3/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A C	Equipment Floater Professional Liability		ENP 0585815 PT 2000371B	9/9/2020 8/3/2020	9/1/2021 8/3/2021	Leased/Rented Equip. \$ 115,000 Occ./Agg 1,000,000/1,000,000 Deductible \$ 10,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
The Certificate Holder, their respective agents, consultants, servants and employees are Additional Insureds where required by written contract for General Liability, Auto Liability and Umbrella Liability. Coverage is Primary and Non-Contributory. Waiver of Subrogation applies to all lines of coverage. Cancellation is 30 days except for non-payment of premium which is 10 days.

CONTRACT#: C18-2651-IT  
AP SOUND, INC., DBA ALL PRO INTEGRATED SYSTEMS  
MAINTENANCE AGREEMENT-LABOR  
EXPIRES: 11/30/2021 W/ 1 YR RENEWAL

<b>CERTIFICATE HOLDER</b>  Okaloosa County 5479A Old Bethel Road Crestview FL 32536	<b>CA</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE RENEWED PRIOR TO THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> <i>Judy K. Wilson</i>
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# CONTRACT/LEASE RENEWAL FORM

Date: October 13, 2020  
 Company: AP Sound, Inc., DBA All Pro Int  
 Attn: David Fanugao  
 Address: 806 Beverly Parkway  
 City, St, Zip: Pensacola, FL 32505  
 RE: C18-2651-IT First Renewal Option

CONTRACT#: C18-2651-IT  
 AP SOUND, INC., DBA ALLPRO INTERGRATE  
 SYSTEMS  
 MAINTENANCE AGREEMENT-LABOR  
 EXPIRES: 11/30/2021 W/1 1 YR RENEWAL

Dear Mr. Fanugao:

*Handwritten initials: JF, JF, JF*

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C18-2651-IT for an additional term. The contract renewal period will be 12/01/2020 to 11/30/2021. The annual budgeted amount for this contract is \$ 6,959.50+3%. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director *D. Sambenedetto*  
 Signature: *D. Sambenedetto*  
Digitally signed by Dan Sambenedetto  
 Date: 2020.10.15 16:36:06 -05'00'

Contractor: *AP SOUND, INC., DBA ALL PRO INTEGRATED SYSTEMS*

Date: \_\_\_\_\_

Approved By: *Jeffrey A. Zide*  
 (as prescribed below on item 1)

Approved By: *[Signature]*

Date: *10/19/2020*

Approved By: \_\_\_\_\_  
 (as prescribed below on item 1)

Title: *CONTRACT MGR.*

Date: \_\_\_\_\_

Date: *10/13/2020*

**County Department Instructions:**

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department.  
 If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11-27-2017

Contract/Lease Control #: C18-2651-IT

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: AP SOUND, INC. DBA ALL PRO INTEGRATED SYSTEMS

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/01/2017

Expiration Date: 11/30/2020 W/ 2 1 YR RENEWALS

Description of Contract/Lease: MAINTENANCE AGREEMENT-LABOR

Department: IT

Department Monitor: SAMBENEDETTO

Monitor's Telephone #: 850-651-7570

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

Closed:

Cc: Finance Department Contracts & Grants Office



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/28/2020

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.

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<b>PRODUCER</b> Hiles-McLeod Insurance, Inc. PO Box 2747 Pensacola, FL 32513 Jason D. Broxson 850-432-9912	<b>CONTACT NAME:</b> Jason D. Broxson <b>PHONE (A/C, No, Ext):</b> 850-432-9912 <b>FAX (A/C, No):</b> 850-432-3875 <b>E-MAIL ADDRESS:</b> jbroxson@hilesmcleod.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A :</b> Cincinnati Insurance Company	<b>NAIC #</b> 10677
<b>INSURER B :</b> American Interstate Ins. Co.	<b>31895</b>
<b>INSURER C :</b>	
<b>INSURER D :</b>	
<b>INSURER E :</b>	
<b>INSURER F :</b>	

**INSURED**  
 AP SOUND, INC.  
 dba All Pro Sound  
 806 Beverly Parkway  
 Pensacola, FL 32505

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ENP0502019	09/09/2019	09/09/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			EBA0502019	09/09/2019	09/09/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			ENP0502019	09/09/2019	09/09/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AVWCFL2875132020	03/01/2020	03/01/2021	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Equipment Floater</b>			ENP0502019	09/09/2019	09/09/2020	

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

Project: Okaloosa County Courthouse Annex Extension 1940 Lewi sTurner Blvd  
 FWB, FL

MAR 12 2020

C18-2651-IT

Received By  
 Risk Management

<b>CERTIFICATE HOLDER</b>  Okaloosa County 5479A Old Bethel Road Crestview, FL 32536	<b>CANCELLATION</b>  OKLCOUN  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 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/11/2018

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PRODUCER <b>850-432-9912</b> Hiles-McLeod Insurance, Inc. PO Box 2747 Pensacola, FL 32513 Jason D. Broxson		CONTACT NAME: <b>Jason D. Broxson</b> PHONE (A/C, No, Ext): <b>850-432-9912</b> FAX (A/C, No): <b>850-432-3875</b> E-MAIL ADDRESS: <b>jbroxson@hilesmcleod.com</b>		
INSURED <b>AP SOUND, INC.</b> <b>dba All Pro Sound</b> <b>806 Beverly Parkway</b> <b>Pensacola, FL 32505</b>		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: <b>Cincinnati Insurance Company</b>		<b>10677</b>
		INSURER B: <b>American Interstate Ins. Co.</b>		<b>31895</b>
		INSURER C:		
		INSURER D:		
		INSURER E:		



### COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ENP0502019	09/09/2018	09/09/2019	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>			ENP0502019	09/09/2018	09/09/2019	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b> \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AVWCFL2679342018	03/01/2018	03/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E. L. EACH ACCIDENT \$ <b>1,000,000</b> E. L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E. L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

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

**Project: Okaloosa County Courthouse Annex Extension 1940 Lewi sTurner Blvd  
FWB, FL**

*C18-2651-IT*

<b>CERTIFICATE HOLDER</b>  OKLCOUN  <b>Okaloosa County</b> <b>5479A Old Bethel Road</b> <b>Crestview, FL 32536</b>	<b>CANCELLATION</b>  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 
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ALLPR-1

QP ID: JK

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/07/2018

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 Hiles-McLeod Insurance, Inc. PO Box 2747 Pensacola, FL 32513 Jason D. Broxson	850-432-9912		CONTACT NAME: Jason D. Broxson
			PHONE (A/C, No, Ext): 850-432-9912 FAX (A/C, No): 850-432-3875
			E-MAIL ADDRESS: jbroxson@hilesmcleod.com
			INSURER(S) AFFORDING COVERAGE
			INSURER A: Cincinnati Insurance Company NAIC # 10677
			INSURER B: American Interstate Ins. Co. 31895
			INSURER C:
			INSURER D:
			INSURER E:
			INSURER F:

INSURED AP SOUND, INC.  
dba All Pro Integrated Systems  
806 Beverly Parkway  
Pensacola, FL 32505

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 INSD	SUBR 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	Y		CAP5173383	09/09/2017	09/09/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAA5173383	09/09/2017	09/09/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			CAP5173383	09/09/2017	09/09/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 DED <input checked="" type="checkbox"/> RETENTION \$ 0
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	AVWCFL2679342018	03/01/2018	03/01/2019	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: Okaloosa County Courthouse Annex Extension 1940 Lewi sTurner Blvd  
FWB, FL

C18-2651-1T

CERTIFICATE HOLDER	CANCELLATION
OKLCOUN  Okaloosa County 5479A Old Bethel Road 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 



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

Procurement/Contract/Lease Number: C18-2651-ET Tracking Number: 2132-18  
Procurement/Contractor/Lessee Name: AP Sand, Inc Grant Funded: YES \_\_\_ NO —  
Purpose: Amerchut 1  
Date/Term: 2020 w/ 2 1yr renewals  
Amount: 4,560.00  
Department: IT  
Dept. Monitor Name: Sam Benedetto

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

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
[Signature] Date: 12-5-17  
Purchasing Director or designee Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Young

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

Approved as written: NO 2CFR needed on amerchut  
Date: \_\_\_\_\_  
Grants Coordinator Renee Biby

**Risk Management Review**

Approved as written: NO insurance needed  
Date: \_\_\_\_\_  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: see email attached  
Date: 12-5-17  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received:  
Date: \_\_\_\_\_  
Finance Manager or designee

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Tuesday, December 05, 2017 9:26 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: AP Sound Amendment C18-2651-IT

This is approved for legal purposes.

---

**From:** DeRita Mason [mailto:dmason@co.okaloosa.fl.us]  
**Sent:** Tuesday, December 05, 2017 10:18 AM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** RE: AP Sound Amendment C18-2651-IT

Here you go.

---

**From:** Parsons, Kerry [mailto:KParsons@ngn-tally.com]  
**Sent:** Tuesday, December 05, 2017 9:12 AM  
**To:** DeRita Mason <dmason@co.okaloosa.fl.us>  
**Cc:** Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>  
**Subject:** RE: AP Sound Amendment C18-2651-IT

There is nothing attached.

---

**From:** DeRita Mason [mailto:dmason@co.okaloosa.fl.us]  
**Sent:** Tuesday, December 05, 2017 10:06 AM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** AP Sound Amendment C18-2651-IT

Please review and approve.



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@co.okaloosa.fl.us](mailto:dmason@co.okaloosa.fl.us)

**FIRST AMENDMENT TO CONTRACT C18-2651-IT  
AP SOUND, INC., DBA ALL PRO INTEGRATED SYSTEMS**

This first amendment made and entered into this 11<sup>th</sup> day of December, 2017, hereby amends contract C18-2651-IT, by and between Okaloosa County, Florida, (hereinafter "Client") and AP Sound, Inc., dba All Pro Integrated Systems (hereinafter "Provider").

**WHEREAS**, on November 27, 2017, the County entered into contract, C18-2651-IT, with AP Sound, Inc., dba All Pro Integrated Systems to provide certain maintenance and repair services; and

**WHEREAS**, in section four (4) of the contract under Terms and Amounts, the written amount was listed as (six thousand six hundred sixty dollars), it should have been listed as (six thousand five hundred sixty dollars). The parties agree to amend the contract to read the correctly listed amount of (six thousand five hundred sixty); and

**NOW THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend C18-2651-IT as follows:

1. C18-2651, section 4 item b titled "Terms and Amount" is hereby amended as follows:  
Customer agrees to pay an annual fee of \$6,560.00 (six thousand five hundred sixty dollars) for the services included within this agreement. The annual fee shall increase by no more than 3% each year to account for labor cost increases. In addition, Customer agrees to pay a one-time fee of \$6,560.00 (six thousand five hundred sixty dollars) for the initial review and documentation of the system. This work shall occur at the time of the first maintenance visit.
2. All other provisions of the Contract shall remain in full force and effect through the duration of the contract.

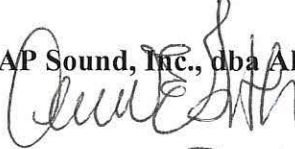
**IN WITNESS WHEREOF**, the parties hereto have executed amendment as of the day and year first written.

**Okaloosa County, Florida**

  
\_\_\_\_\_  
Printed Name/Title:  
Date: 12/11/17

**Greg Kisela**  
*Purchasing Director*

**AP Sound, Inc., dba All Pro Integrated Systems**

  
\_\_\_\_\_  
Printed Name/Title: **DAVID E. FIRTH DIRECTOR OF PURCHASING**  
Date: 12-6-17

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

Procurement/Contract/Lease Number: T30 Tracking Number: 2117-18

Procurement/Contractor/Lessee Name: AP50mc Inc Grant Funded: YES \_\_\_ NO

*Obj AP50mc Integrated systems*  
Purpose: maintenance agreement

Date/Term: 12-17 - 11-30-2020

Amount: 6,560 annually

Department: IT

Dept. Monitor Name: Sambendetto

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

**Purchasing Review**

Procurement or Contract/Lease requirements are met:

DeRita Mason Date: 11-15-17

Purchasing Director or designee Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Young

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

*Add Title VI, EEO, FLSA, OSHA, EVerify*

Approved as written:

Renee Biby Date: 11/20/2017

Grants Coordinator Renee Biby

**Risk Management Review**

*with Insurance Requirements*

Approved as written:

Krystal King Date: 11-16-17

Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: see email attached

\_\_\_\_\_ Date: 11-21-17

County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received:

\_\_\_\_\_ Date: \_\_\_\_\_

Finance Manager or designee



## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Tuesday, November 21, 2017 9:15 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: All Pro Maintenance Contract

Hey DeRita:

This is approved for legal purposes.

---

**From:** DeRita Mason [mailto:dmason@co.okaloosa.fl.us]  
**Sent:** Tuesday, November 21, 2017 10:10 AM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** RE: All Pro Maintenance Contract

Here is the updated version.

---

**From:** Parsons, Kerry [mailto:KParsons@ngn-tally.com]  
**Sent:** Tuesday, November 21, 2017 9:01 AM  
**To:** DeRita Mason <dmason@co.okaloosa.fl.us>  
**Cc:** Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>  
**Subject:** RE: All Pro Maintenance Contract

Good Morning DeRita:

Attached are my revisions.  
Kerry

---

**From:** DeRita Mason [mailto:dmason@co.okaloosa.fl.us]  
**Sent:** Tuesday, November 21, 2017 9:30 AM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** RE: All Pro Maintenance Contract

Here is the word document with your requested changes.

Thank you,

DeRita

---

**From:** Parsons, Kerry [mailto:KParsons@ngn-tally.com]  
**Sent:** Friday, November 17, 2017 3:04 PM  
**To:** DeRita Mason <dmason@co.okaloosa.fl.us>  
**Cc:** Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>  
**Subject:** RE: All Pro Maintenance Contract

The following are my revisions:



Username

Password

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# Entity Dashboard

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  - ▶ [Core Data](#)
  - ▶ [Assertions](#)
  - ▶ [Reps & Certs](#)
  - ▶ [POCs](#)
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  - ▶ [Active Exclusions](#)
  - ▶ [Inactive Exclusions](#)
  - ▶ [Excluded Family Members](#)

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## AP SOUND, INC.

DUNS: 018629812 CAGE Code: 0ADL6

Status: Active

806 BEVERLY PKWY  
PENSACOLA, FL, 32505-2407,  
UNITED STATES

Expiration Date: 06/07/2018

Purpose of Registration: All Awards

### Entity Overview

#### Entity Registration Summary

**Name:** AP SOUND, INC.  
**Doing Business As:** ALL PRO SOUND  
**Business Type:** Business or Organization  
**Last Updated By:** Dan Berry  
**Registration Status:** Active  
**Activation Date:** 06/07/2017  
**Expiration Date:** 06/07/2018

#### Exclusion Summary

Active Exclusion Records? No



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- [GSA.gov](#)
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IBM v1.P.7.20171102-1229

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.

## MAINTENANCE SERVICE AGREEMENT – LABOR

This Maintenance Service Agreement ("Agreement") is entered into as of the 27<sup>th</sup> day of November, 20\_\_ between **OKALOOSA COUNTY FLORIDA**, (the "Client"), whose address is **1250 N. Eglin Parkway, Shalimar, Florida 32579**, and AP Sound, Inc. (dba All Pro Integrated Systems), ("Provider"), whose address is 806 Beverly Parkway, Pensacola, Florida 32505.

WHEREAS Provider desires to provide certain maintenance and repair services, and the Client desires to retain Provider for the provision of such services, all as provided below;

NOW, THEREFORE, the parties agree to the following terms and conditions in exchange for their mutual promises and covenants.

### 1. SERVICES

Subject to the terms and conditions of this agreement Provider will furnish all labor necessary to maintain the sound system (the "System") comprised of items listed and described in Exhibit A, at the premises identified on such Exhibit (the "Premises") and (a) shall include one (1) annual preventative maintenance, checks and services of the listed equipment intended to keep the System in, or restore System to, good working order during the term of this Agreement, and (b) shall include the service labor required to repair (or replace) Equipment which has become defective through normal wear and usage, and (c) does not assure against interruptions in operation of the Equipment. The covered Equipment is subject to the limitations provided below under the Section titled "Excluded Equipment." Provider shall make all reasonable efforts to quickly return the system to an acceptable operating condition, including obtaining advance replacement parts from the manufacturer, obtaining loaner equipment or making other adjustments to the system to satisfy the Client, but all service calls will be handled during Provider's regular business hours. The Client may request priority service (After Hours/Premium Hours) outside of Provider's regular business hours, but Provider will charge its current hourly rates for labor and travel at the time such priority services are performed.

Normal Business Hours: Weekdays - 8:00 A.M. to 5:00 P.M. (CST)

After Hours: Weekdays – 5:00 P.M. to Midnight (CST)

Premium Hours: Weekdays – Midnight to 8:00 A.M. (CST) and Weekend/Holidays

- a) Reporting a Service Call - During normal business hours, please call (850) 432-5780 ext. 8290 and your call will be handled by our Service Coordinator. After business hours, please call the All Pro After Hours Support Line at (850) 972-9255 and your call will be handled by our after-hours personnel. All phone calls will be returned no later than one (1) business day.

- b) "Normal Response" is provided when a service call is required for the covered System (hardware or software) where the System is not totally inoperable. Provider shall use good faith efforts to dispatch a technician to your site for non-emergency service calls within two (2) business days after receiving notice. If replacement or loaner equipment is not available for immediate response, Provider will schedule the on-site visit at a mutually agreed upon time and date between Provider and Client. An Activity Summary Report detailing the problem(s) and remedy actions performed will be provided to Client for signature.
- c) "Emergency Response" is provided when service is required due to the total, or significant inoperability of the System (hardware or software). Provider shall use good faith efforts to dispatch a technician to your site the next day after receiving the emergency call. If replacement or loaner equipment is not immediately available, Provider will work diligently to provide the Client a partial resolution or a workaround solution. An Activity Summary Report detailing the problem(s) and remedy actions performed will be provided to Client for signature.
- d) Labor/Travel Hours - All labor hours incurred during normal business hours, as defined herein, including removal/reinstallation of repair/replacement equipment, Preventative Maintenance labor, interim service labor, and Software upgrades shall be covered by this agreement. Any labor/travel hours and expenses incurred anytime outside normal business hours will be billed at Provider's current hourly rates, plus out-of-pocket expenses, if any.
- e) Hardware/Equipment Discount - Costs for repair parts, or replacement equipment are not covered by this agreement. All Material/Equipment Pricing is at Fair Market Value in accordance with Industry Standards unless otherwise stated or negotiated via Contract. Client will be provided a 10% discount on all hardware/equipment, repair parts and consumable items. Any parts or components returned to Provider will require a Return Authorization Number (RMA#) prior to shipping. All costs for standard ground shipping of equipment, parts or components between Client and Provider are included in this agreement.
- f) Software Upgrades - Provider shall provide software upgrades that correct known issues in originally installed equipment of the currently installed release level at no additional charge if available to the Provider at no charge. This will include any third-party Software that Provider has included as an added "Product Feature". Software upgrades that Provider considers "New Product Features" will be offered to the Client at a mutually agreed upon rate between the Client and Provider. Provider will install the software either remotely or on-site as needed during normal business hours.

## **2. PROVIDER ACCESS AND CLIENT'S RESPONSIBILITIES**

Provider's employees, subcontractors or assigns shall have full and free access to the Equipment at the Premises. Client agrees to (a) prevent unauthorized adjustment, repair or modification to the Equipment, (b) ensure that the Equipment is utilized in accordance with the applicable Provider's and/or manufacturer's specifications, and (c) keep all walls, doors, windows or other elements at the Premises as now constructed (or subsequently altered) maintained in such condition, at Client's expense, as to permit proper operation of the Equipment and the system to which the Equipment is a part. The Client shall also assist the Provider with onsite diagnostics, troubleshooting and assistance to the Provider to solve a problem. The Client shall in all cases, and at no charge to Provider, perform such non-skilled checks and tests as may reasonably be requested by Provider and to notify Provider promptly if any of the Equipment fails to properly respond to any such check or test. These tests shall not require the Client to furnish operate specialized equipment.

## **3. INITIAL MAINTENANCE AND TESTING**

Provider will perform an initial inspection and full testing of the System at a time mutually agreeable to Provider and the Client as soon as practicable after signing this Agreement. All costs for labor, travel and ancillary hardware required to complete the initial maintenance are covered under this agreement. Any costs for repairs to, or replacement of, defective parts, components or equipment are not covered under this agreement. All replacement parts, components or equipment pricing will be at Fair Market Value in accordance with Industry Standards unless otherwise stated or negotiated via Contract. If the Client refuses to pay for necessary parts, components or equipment to bring the System into proper working order, Provider may terminate this Agreement and invoice the Client all billable labor hours for any maintenance, testing or inspection of the System that has been completed. Requests for changes in System functionality, to System programming, configurations or settings, or due to changes made by others, are not covered by this agreement. The maintenance and testing inspection of covered System equipment listed in Exhibit "A" will be for the following areas:

AUDIO SYSTEM COURTROOM 1-100  
VIDEO SYSTEM COURTROOM 1-100  
AUDIO SYSTEM COURTROOM 1-200  
VIDEO SYSTEM COURTROOM 1-200  
JURY ASSEMBLY ROOM 2-100  
AUDIO SYSTEM COURTROOM 2-200  
VIDEO SYSTEM COURTROOM 2-200  
AUDIO SYSTEM COURTROOM 2-300  
VIDEO SYSTEM COURTROOM 2-300  
AUDIO SYSTEM COURTROOM 2-400  
VIDEO SYSTEM COURTROOM 2-400  
AUDIO SYSTEM COURTROOM 3-100

VIDEO SYSTEM COURTROOM 3-100  
EVIDENCE CART SYSTEM  
PATCHPANEL SYSTEM  
LARGE COURT ROOM RACK - 1-100  
MEDUIM COURTROOM RACK - 1-200  
JURY ASSEMBLY ROOM RACK  
MEDIUM COURTROOM RACK - 2-200  
SMALL COURTROOM RACK - 2-300  
SMALL COURTROOM RACK - 2-400  
LARGE COURTROOM RACK - 3-100  
HEARING ROOM AND COURTSMART RACK  
COURTROOM 3B

#### 4. TERMS AND AMOUNT

- a) **Term of Agreement** - The term of the agreement shall be for a period of three (3) years, commencing December 1, 2017 or when all parties have fully executed this agreement, whichever is later, through November 30, 2020. The terms of this agreement shall not commence until both parties have executed this Agreement.
- b) **Amount** - Customer agrees to pay an annual fee of \$6,560 (Six Thousand Six Hundred Sixty Dollars) for the services included within this agreement. The annual fee shall increase by no more than 3% each year to account for labor cost increases. In addition, Customer agrees to pay a one-time fee of \$6,560.00 (Six Thousand Six Hundred Sixty Dollars) for the initial review and documentation of the System. This work shall occur at the time of the first maintenance visit.
- c) **Terms** – Customer agrees to pay the contract amount in one (1) payment annually. Any additional billing charges will be invoiced to the customer with 30-day terms.
- d) **Contract Renewal** - This Agreement may be renewed up to two (2) times for a period of one (1) year at the expiration of the initial three (3) year term, upon mutual agreement of the parties in writing. Either party shall reserve the right to cancellation of this Agreement for convenience upon receipt of ninety (90) days written notice. Renegotiation of the contract shall occur after the fifth-year renewal period ending November 30, 2022.
- e) **Preventative Maintenance Procedures** - Scheduled preventative maintenance is provided to ensure your equipment will be properly maintained to prevent equipment failure due to improper or inconsistent maintenance procedures. Preventative maintenance will be performed once annually and will be scheduled based on a mutually agreed upon time between the Customer and Provider. Some of the PM procedures performed, but are not limited to:



- Visual inspection of all equipment and cables
- Clean and vacuum equipment racks
- Check all cables and bundle or dress/redress as necessary
- Test all audio inputs and outputs
- Document all speaker impedance measurements
- Check all connectors for proper termination and tightness
- Balance and optimize audio levels from sources
- Balance and optimize audio levels from speakers
- Document any issues with the operation of the System
- Document equipment failure
- Test all speakers with impedance meter, record measurements
- Check and clean console, update software and firmware as necessary
- Measure SPL uniformity and record general data for reference
- Check all mics and lines individually verify wire and connector integrity
- Check all wireless units for proper signal gain, frequency coordination, and antenna placement
- Verify wireless mic functionality and record RF frequencies, determine potential interference
- Check and clean playback and recording devices and connections
- Balance and EQ System for optimal gain before feedback and for performance
- Test and adjust all microphones
- Report damaged or worn mic cords, elements
- Check and clean audio network devices
- Exercise all patch points and clean patch cables
- Check and clean multi-pin connections, replace bent or broken pins
- Label Mics and inputs clearly
- Clean all knobs and controls

## **5. EXCLUDED ITEMS**

The following items are not included in the monthly or annual service fee set forth in this agreement, and will be charged to the Client as a separate expense or, if applicable, charged at Provider's then prevailing costs and hourly rate:

- a) All labor for maintenance and repair for any equipment that is not part of the System;
- b) All labor for the movement, removal, reconfiguration, or other changes to any portion of the System;
- c) All charges by any third parties in connection with the services the Provider provides under this Agreement, including utilities and other contractors;
- d) All state and local taxes or fees imposed with respect to the services provided under this Agreement.
- e) Any cost, including labor, necessary to repair equipment due to improper use or storage of the system.

## **6. EXCLUDED EQUIPMENT**

The System shall consist solely of equipment that Provider both (i) sells to the Client and (ii) installs on the premises of the Client. Any other equipment, regardless of whether such

equipment is attached to, installed with, or an integral part of the overall System on the premises of the Client, including but not limited to equipment that the Client installs, equipment installed by a third party, or equipment the Client purchases from a third party and that is installed by Provider, shall not be a part of the System, and this Agreement does not provide for maintenance, testing, and repair services to such excluded equipment; unless a rider is attached to this Agreement in which (i) reference is made to this Section, (ii) Provider recognizes that certain identified equipment was not sold and installed by Provider, and (iii) Provider specifically agrees to service such identified equipment.

## **7. EXCLUSIONS**

Service, maintenance, repair or replacement required by (a) Client's negligence; (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges, or acts of God or public enemy; (c) improper wiring, installation, repair or alteration of System equipment by persons not approved or authorized by Provider or the equipment manufacturer; (d) use of any Equipment for a purpose other than the ordinary use for which such Equipment was designed or intended, (e) failure to provide a suitable operating environment as prescribed by Provider or by the manufacturer including, without limitation, and with respect to electrical power, air conditioning and humidity control are not covered under the Plan. Any other equipment, even if such equipment is attached to, installed with, or an integral part of the overall System equipment on the premises of the Client including, but not limited to, equipment that the Client installs, equipment installed by a third party, or equipment the Client purchases from a third party and that is installed by Provider, shall not be a part of the System, unless a rider is attached to this Agreement in which (i) reference is made to this Section, (ii) Provider recognizes that certain identified equipment was not sold and/or installed by Provider, and (iii) Provider specifically agrees to service such identified equipment.

## **8. EQUIPMENT ON LOAN**

Provider from time to time may loan the Client equipment that belongs to Provider ("Loaner Equipment"), and install Loaner Equipment in the System, so that the System may remain operational while components of the System are being repaired or replaced. Provider makes no commitment to provide Loaner Equipment, is not responsible for keeping the System operational while components are being repaired or replaced, and may decide in its sole discretion whether to provide Loaner Equipment, the length of time Loaner Equipment will be provided, and the nature of Loaner Equipment. Ownership of and title to Loaner Equipment shall always remain with Provider. The Client agrees to indemnify Provider for any damage or loss occurring to Loaner Equipment, and any direct or consequential damages resulting from a failure of Loaner Equipment, including claims by third parties for consequential or direct damages, during the period after Provider installs Loaner Equipment in the System and before Provider removes Loaner Equipment from the System. The Client agrees that it will not hold Provider liable for any damages

that may occur to the System, or any consequential damages resulting from a failure in the System or Loaner Equipment, that result from or relate to Loaner Equipment. Provider will remove Loaner Equipment at the request of the Client, and Provider may choose to remove Loaner Equipment at any time at its discretion. The Client acknowledges that Provider provides Loaner Equipment as a gratuitous benefit to Clients when Provider is reasonably able to do so, and the Client has no right to or expectation of receiving Loaner Equipment.

## **9. DEFAULT OR TERMINATION**

The parties may terminate this Agreement in whole or part for cause, if a party determines that the performance of the Provider is not satisfactory, the party terminating shall notify the other party of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the other party of the deficiency that requires correction. If the deficiency is not corrected within such time period, the terminating party may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the County chooses to take action and not terminate the Agreement, the Provider shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

If the County terminates the Agreement, the County shall notify the Provider of such termination in writing, with instruction to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

## **10. LIMITATION OF LIABILITY**

Provider warrants all work performed by Provider hereunder against defects in materials and workmanship for a period of 90 days from the date of performance of such work. **THE PARTIES AGREE THAT CLIENT'S SOLE REMEDY FOR BREACH OF SUCH WARRANTY SHALL BE FOR CLIENT TO REQUIRE PROVIDER TO CORRECT, REPAIR OR REPLACE ANY WORK BY PROVIDER THAT DOES NOT COMPLY WITH THE FOREGOING WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10, PROVIDER GIVES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH SERVICES AND MATERIALS SOLD OR SUPPLIED HEREUNDER. IN NO EVENT, SHALL PROVIDER BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES, WHETHER BASED IN TORT OR CONTRACT, INCLUDING NEGLIGENCE, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, THE OPERATION OF EQUIPMENT AND/OR SERVICES, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. WITHOUT LIMITING THE FOREGOING PROVISIONS**

**OF THIS SECTION, THE PARTIES AGREE (A) THAT BECAUSE THE FEES AND CHARGES PAYABLE UNDER THIS AGREEMENT BY CLIENT TO PROVIDER ARE BASED ON THE VALUE OF PROVIDER'S SERVICES AND UPON THE LIABILITY LIMITATIONS IN THIS SECTION 8, SUCH FEES AND CHARGES HAVE NO RELATION TO THE VALUE OF THE EQUIPMENT OR TO ANY OTHER EQUIPMENT OR ITEMS AT THE PREMISES, AND (B) THEREFORE THAT THE MAXIMUM LIABILITY OF PROVIDER HEREUNDER, FOR ANY DAMAGE OR LOSS, WHETHER TO PERSON, PROPERTY OR OTHERWISE, SHALL BE LIMITED TO THE AGGREGATE DOLLAR AMOUNT PAID BY CLIENT TO PROVIDER HEREUNDER.**

#### **11. ASSIGNMENT BY CLIENT**

This Agreement may not be assigned by the Client without the written consent of Provider. The Client acknowledges that the sale or transfer of the Client's premises or the System shall not relieve the Client of its duties and obligations under this Agreement unless Provider agrees to release the Client from such duties and obligations.

#### **12. ASSIGNMENT OR SUB-CONTRACTING BY PROVIDER**

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

#### **13. NO WAIVER**

Neither party's failure to insist upon strict adherence to any provision of this Agreement shall be construed as a waiver of its later right to insist on strict adherence to that same provision and to all other provisions of this Agreement. No waiver by either party of the other's breach of this Agreement shall constitute a waiver by such party of any subsequent breach.

#### **14. FORCE MAJEURE**

Provider assumes no liability for delay or for interruption of any services to be provided under or in connection with this Agreement due to strikes, riots, floods, storms, earthquakes, fire, power failures, insurrection, interruption or unavailability of electrical service, act of God, or for any other cause beyond the control of Provider, and will not be required to provide services to the Client while interruption of services due to any such cause may continue. Provider assumes no liability for delay of service due to non-cooperation of the Client or its agents in providing access to the area of its premises necessary to maintain or repair the System.

## **15. HEADINGS**

Section titles used in this Agreement are for reference only and are not to be construed as governing the construction of the provisions of this Agreement.

## **16. ENTIRE AGREEMENT; MODIFICATIONS; WAIVER**

This written Agreement is intended by the Parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings, or agreements of the Parties, written or oral, and shall constitute the sole terms or conditions of the sale of services. This Agreement can be modified only in writing, signed by the Parties or duly authorized agent. No Waiver of a breach of any term or condition shall be construed to be a waiver of any succeeding breach.

## **17. NOTICES**

All notices required to be given under this Agreement shall be addressed to AP Sound, Inc., Attention: President at the address provided above and to the Client at the address provided above, or such other addresses as either party may from time to time designate by written notice to the other. Notice shall be deemed to have been given of the date such notice has been mailed by certified mail, return receipt requested, with the United States Postal Service.

## **18. SEVERABILITY**

In the event any provision of this Agreement is determined by a court to be invalid the Parties agree that such invalidity shall not affect the remaining portions of this Agreement.

## **19. MANUFACTURER WARRANTIES**

Any component of the System that is or was at the time of initial installation the subject of a warranty by the manufacturer of that component ("Covered Equipment") shall remain subject to the manufacturer's warranty. Provider will cover labor and shipping cost to return the unit to the manufacturer and labor to reinstall the factory repaired item.

## **20. GOVERNING LAW; JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

## **21. COSTS AND EXPENSES; ATTORNEYS' FEES**

In the event any Party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting Party or the Party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other Party in enforcing or establishing its rights hereunder, including, without limitation, reasonable



attorneys' fees, whether suit be brought or not, and whether incurred in trial or appellate proceedings.

## **22. GUARANTEE**

The individual signing below hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of Client and that this Agreement is binding upon Client in accordance with its terms.

## **23. PUBLIC RECORDS**

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

**IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@co.okaloosa.fl.us](mailto:riskinfo@co.okaloosa.fl.us).**

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

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

## **24. INSURANCE**

### **PROVIDERS INSURANCE**

1. The Provider 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.
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 Provider.
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 Provider.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Provider, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Provider to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Provider 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 insurance policies shall include a clause to provide 30 days written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with

the exception of 10-day notice for cancellation due to non-payment of premium. Such notice shall be given directly to the County Representative.

### **WORKERS' COMPENSATION INSURANCE**

1. The Provider 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 Provider 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 Provider 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 Provider 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 Provider shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
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 Provider shall notify the County representative in writing. The Provider 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 Contractors Liability
  - 4.) Products and Completed Operations Liability
5. Provider 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	
a.) State	Statutory
b.) 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

**25. NOTICE OF CLAIMS OR LITIGATION**

The Provider 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 Provider'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 Provider becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

**26. INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by law, Provider 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 Provider and other persons employed or utilized by the Provider in the performance of this contract.

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

### **CERTIFICATE OF INSURANCE**

1. 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 Provider's full responsibility. In particular, the Provider 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 Provider 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 Provider 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 Provider of any responsibility under this contract.

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

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

**UMBRELLA INSURANCE**

The Provider 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.

**27. FEDERAL REQUIREMENTS**

The parties agree to comply with the Federal Regulations as set forth in Exhibit B, which are expressly incorporated herein as part of the Agreement.

IN WITNESS, WHEREOF, the parties have executed this Agreement effective as of the day written above.

AP SOUND, INC.

By: 

Title: DIRECTOR OF PURCHASING

Name: DAVID E. FIRTH

*Florida*

OKALOOSA COUNTY INFORMATION  
~~TECHNOLOGY DEPARTMENT~~

By: 

Title: Purchasing Director

**Greg Kisela**

Name: \_\_\_\_\_

## Exhibit A

Listing of System Equipment, (the "System") installed by Provider on Contract C09-1698-CAO between Provider and Client dated April 4, 2011, and is located at the address below, if not previously identified above (the "Premises"):

**Name:** Okaloosa County Courthouse Annex Extension  
**Address:** 1940 Lewis Turner Blvd.  
**City, State, Zip:** Fort Walton Beach, FL 32547

### Covered System Equipment:

Item	Description	Quantity
PPA1-26	ADC PRO PATCH LITE AUDIO PANEL	1
MK HS STUDIO C	AKG CABLE FOR HSC 171	4
HSC171	AKG HEADSET - CLOSED BACK W/ CONDENSER MIC	12
MK HS XLR 5D	AKG HEADSET CABLE FOR CAMERAS, INTERCOM, 5-PIN XLRM	12
SUA1000RM1U	APC SMART-UPS 1000VA USB & SERIAL RM	8
193-8	ATLAS BAFFLE ENCLOSURE FOR VP161A-R8	13
FA95-6	ATLAS ENC 6 IN FA .113C'	54
FA-TR6	ATLAS MTG RNG 6 IN FA TRIM	1
AT10-RM	ATLAS SOUND ATN 10W 3DB RM	7
FA720-6	ATLAS SOUND BAF 6 IN RN CRS FA 2-P WHT	57
VP161A-R8	ATLAS SOUND BAF V-P 8 IN SQ WHT	13
ATPLATE-052	ATLAS SOUND PNL AT REC 3.5H FLAT BLK	1
MS-20 B	ATLAS SOUND RN BSE ONLY 12" 8# EBY MS-20/E	2
C803AT87	ATLAS SPK 8 IN COAX T7/8W	13
FA42T-6MB	ATLAS STRAT2, MB ASSY FOR 6" HDW	52
AT10	ATLAS VC ATN 10W 3DB 1GNG SS	10
RPS-800S	AVTEQ VIDEO CONFERENCING CART	1
INSTREAMER100	BARIX IP MP3 ENCODER W/ SPDIF	6
AUDIAFLEX IP-2	BIAMP 2CH MIC/LINE INPUT CARD	30
AUDIA SOLO 8X8	BIAMP 8IN 8OUT DIG PROCESSOR	3
AUDIAFLEX CM	BIAMP AUDIA 24 IO BOX W/ COBRA	18
AUDIAFLEX OP-2E	BIAMP AUDIAFLEX 2-CHANNEL MIC/LINE OUT CARD	90
AUDIAFLEX TI-2	BIAMP AUDIAFLEX 2-CHANNEL POTS TELEPHONE INTERFACE CARD	6
LOGIC BOX	BIAMP CONTACT CL 20 I/O CONTRO	7
AEC-2HD	BIAMP ECHO CANCELING CARD	68
26DV	CANARE DIGITAL VIDEO PATCHBAY 70OHM 2X26	1
CMA115	CHIEF CEILING PLATE 6", FLAT	1
LTM1U	CHIEF FUSION WALL MOUNT, LARGE, MICRO-ADJUSTABLE	1
RPA173	CHIEF PROJECTOR MOUNT CUSTOM RPA000, BLACK	1
FSB018BLK	CHIEF TABLE STAND FOR SMALL FLAT PANEL, BLACK	12
FTRV	CHIEF TILT WALL MOUNT FOR SMALL FLAT PANEL, UNIVERSAL	28



Item	Description	Quantity
CCH-03U	CORNING 3U RACK MOUNT ENCLOSURE	1
ST-COM	CRESTRON (2) RS232 PORT EXPANDER	3
CP2E	CRESTRON 2SERIES PROCESSOR	6
CRESNET-P-BK-SP500	CRESTRON CRESNET CABLE	2
QM-RMC	CRESTRON ETHERNET CONTROL SYS	2
CNPWS-75	CRESTRON EXT. 75W POWER SUPPLY	4
TPS-4000	CRESTRON ISYS 10.4" TILT TOUCHPANEL; INCLUDES TPS-IMPC AND 15 FT CABLE	6
MP-B10-B-T	CRESTRON MEDIA PRESENTATION BUTTON PANEL B10	2
PW-2420RU	CRESTRON POWER PACK, DESKTOP, 24VDC, 2A US/INTERNATIONAL	2
CNTBLOCK	CRESTRON TERMINAL BLOCK	2
CTS600	CROWN AMP CTS 2X300W @ 4 300W@ 70V	1
CTS4200	CROWN AMP CTS 4X260W @ 4 220W@ 70V	6
96383	DALITE CEILING TRIM KIT FOR MODEL C	1
82434	DALITE REMOTE CONTROL SYSTEM - IR, LOW VOLTAGE	1
79026	DALITE TENSIONED COSMOPOLITAN	1
CSV-955A	DATAPRO HDTV COMPONENT TO VGA CONVERTER	6
60-190-20	EXTRON 1U 3.5" DEEP VERSATOOLS® RACK SHELF KIT	5
60-190-01	EXTRON 1U 9.5" DEEP UNIVERSAL RACK SHELF KIT	6
60-891-02	EXTRON 1X8 VGA DISTRIBUTION AMPLIFIER	2
100-250-01-01	EXTRON 75 OHM BNC MALE CRIMP CONNECTORS FOR MHR CABLE, QTY 1	35
100-186-01-1	EXTRON BNC COMPRESS ENDS EACH	90
60-425-01	EXTRON EIGHT INPUT, TWO OUTPUT INTEGRATION SCALING MATRIX SWITCHER	6
22-103-03	EXTRON FIVE CONDUCTOR MHR - MHR CABLE PLENUM 1000' (300 M) SPOOL	25
22-103-01	EXTRON FIVE CONDUCTOR MHR - MINI HIGH RESOLUTION CABLE PLENUM BY FOOT	500
60-476-01	EXTRON HIGH RESOLUTION COMPUTER-TO-VIDEO SCAN CONVERTER	1
60-569-01	EXTRON IN1508 EIGHT INPUT SCALING PRESENTATION SWITCHER WITH PIP	1
100-186-01	EXTRON NICKEL PLATED BNC MALE COMPRESSION CONNECTORS FOR MHR	34
60-245-03	EXTRON SIX OUTPUT VGA DISTRIBUTION AMPLIFIER	6
60-297-11	EXTRON TWO INPUT, DUAL OUTPUT VGA AND STEREO AUDIO SWITCHER	6
26-531-02	EXTRON VGA TO 5-BNC MHR - MHR 15-PIN HD MALE TO 5-BNC FEMALE - 6' (1.8 M)	52
26-531-01	EXTRON VGA TO 5-BNC MHR - MHR 15-PIN HD MALE TO 5-BNC FEMALE - 6" (15 CM)	225
26-533-12	EXTRON VGA TO 5-BNC MHR - MHR 15-PIN HD MALE TO 5-BNC MALE - 3' (90 CM)	6
26-490-03	EXTRON VGA WITH AUDIO CABLE: 15-PIN HD MALE TO MALE MOLDED - 12' (3.6 M)	4
26-490-02	EXTRON VGA WITH AUDIO CABLE: 15-PIN HD MALE TO MALE MOLDED - 6' (1.8 M)	12
6301BEAV	FOSTEX 10W POWERED MONITOR WITH SHIELDING	24
T3U-3-PT	FSR BLANK PLATE	12
T3U-3-6S	FSR PLATE FOR 6 KEYSTONE CONNECTORS	12
T3U-3R-BLK	FSR T3U-3 TABLE BOX W/ 4 AC OUTLETS, BLACK COVER	24
60103-12	HITACHI 12 STR FIBER 1K PLENUM	1
VGA-310	HOSA VGA CABLE 10FT	19
VGA-306	HOSA VGA CABLE 6FT	6

Item	Description	Quantity
NBN-302	HOSA VIDEO COUPLER BNC - BNC	35
CMR-215	HOSA Y CABLE 3.5MM TRS - RCA 15FT	6
CONTROL 24CT MICRO	JBL SPEAKER 70V 4" CEILING W/ TRANSFORMER	18
VP-400K	KRAMER DISTRIBUTION AMP 1:4 XGA DA W/ KR-ISP SIGNAL PROCESSING	8
VP-400N	KRAMER DISTRIBUTION AMP 1:4 XGA. DC COUPLED.	10
47LK520	LG 47" LCD HDTV 1080P/120HZ	7
55LD520C	LG TV 55" 1080P LCD	6
E-VGAM-5BNCF-1	LIBERTY MOLDED VGAM-5BNCF 1' BLK	4
E-VGAM-5BNCF-3	LIBERTY MOLDED VGAM-5BNCF 3' BLK	1
SGE2000	LINKSYS 24-PORT GIGABIT SWITCH	7
LA-350	LISTEN IR CHARGING/STORAGE STATION 8-UNIT	7
LA-364	LISTEN NIMH RECHARGEABLE BATTERY PACK FOR IR RECEIVERS	56
LA-326	LISTEN RACK MOUNT KIT UNIVERSAL	7
LR-42	LISTEN RECEIVER IR STETHOSCOPE 4CH	28
LA-140-GY	LISTEN STATIONARY IR RADIATOR - GREY	14
LT-82-01	LISTEN TRANSMITTER STATIONARY IR	13
PS660	LUMENS DOCUMENT CAMERA SXGA HDMI INPUTS	6
TSLA-WP-10	MG 70V WHITE 10 STEP VOL. CONT	14
PD-1220C-NS	MIDDLE ATLANTIC 12OUTLET 20AMP CIRCUIT STRIP FOR "N" POWER	9
QFAN	MIDDLE ATLANTIC 4 1/2 QUIET FAN	18
MW-4FT	MIDDLE ATLANTIC 4 1/2 FAN (4) TOP	9
WRK-44-27	MIDDLE ATLANTIC 44SP 27" DEEP REAR RACK DOOR	9
PFD-44	MIDDLE ATLANTIC 44SP PLEXI FRONT DOOR	9
FD-44	MIDDLE ATLANTIC 44SP SOLID FRONT DOOR BLK	7
CBS-WRK-27	MIDDLE ATLANTIC CASTER BASE 27"	9
SPN-44-267	MIDDLE ATLANTIC SIDE PANELS, FITS MRK-4426 & WRK-44-27, BLACK (PAIR)	9
VBK-WSA27	MIDDLE ATLANTIC VENT BLOCKER KIT FOR 27" DEEP WRK-SA	7
LCD175M-BK	NEC 17" FLAT PANEL MONITOR	58
NC3FX	NEUTRIK COMPACT FEMALE XLR	13
NC3MX	NEUTRIK COMPACT MALE 3 PIN XLR	39
NC3FXX-B	NEUTRIK FEMALE CABLE END XX SERIES 3-PIN, BLACK/GOLD	105
NC3FXX	NEUTRIK FEMALE CABLE END XX SERIES 3-PIN, NICKEL/SILVER	16
NC4FX-B	NEUTRIK FEMALE XLR INLINE, BLACK	6
NC4MX	NEUTRIK MALE CABLE END XLR 4-PIN, NICKEL/SILVER	6
NC3MXX-B	NEUTRIK MALE CABLE END XX SERIES 3-PIN, BLACK/GOLD	105
NP3C	NEUTRIK PHONE PLUG 1/4" STEREO, 3-POLE, NICKEL/SILVER	218
DVD-S48	PANASONIC DVD PLAYER	6
HDX 7000 PREMIER	POLYCOM HDX 7000 1YR SVC - USE "HDX 7000-720 KIT"	3
HDX 7000-1080	POLYCOM HDX 7000 SYSTEM - USE "HDX 7000-1080 KIT"	3
HP60	PRESONUS HEADPHONE AMP SIX-CHANNEL	6
001952	QUANTUM TECHNOLOGIES CUSTOM INTERPRETER'S BREAKOUT BOX	6
PTSW-025	RAXXESS SCREWS FOR RACKS STANDARD	8

Item	Description	Quantity
PTSW-050	RAXXESS SCREWS FOR RACKS STANDARD	3
UTS-1	RAXXESS SHELF 1 SPACE UTILITY	3
RGB 250-2/2	RGB SPECTRUM QUADVIEW 2+2 FOUR WINDOW DISPLAY PROCESSOR	1
XG-C435X-L	SHARP PROJECTOR 3-LCD, XGA, 4000 LUMENS	1
ULX1-J1	SHURE BODYPACK TRANSMITTER W/ MINIATURE 4-PIN CONNECTOR	3
ULX2/58-J1	SHURE HANDHELD TRANSMITTER WITH SM58 MICROPHONE	4
MX418/S	SHURE MIC 18" GOOSENECK SUPERCARDIOID CONDENSER	9
MX393/O	SHURE MIC BOUNDARY OMNI CONDENSER, 12' CABLE (TA3F TO XLR)	20
WA371	SHURE MIC CLIP FOR ALL HANDHELD TRANSMITTERS	3
MX412D/C	SHURE MIC DESKTOP 12" GOOSENECK CARDIOID CONDENSER	12
MX418D/C	SHURE MIC DESKTOP 18" GOOSENECK CARDIOID CONDENSER	36
WL185	SHURE MIC LAVALIER CARDIOID MICROFLEX FOR WIRELESS	3
MX202BP/C	SHURE MIC OVERHEAD CARDIOID MINI-CONDENSER,	10
MX202W/C	SHURE MIC OVERHEAD CARDIOID MINI-CONDENSER, WHITE W/ 30' XLR CABLE	16
UA505	SHURE MOUNTING BRACKET & BNC ADAPTER FOR REMOTE ANTENNA MOUNTING	6
UA506	SHURE RACK HARDWARE FOR SINGLE ULX RECEIVER	3
UA820J	SHURE RECEIVER ANTENNA 1/2 WAVE OMNI 578-638MHZ	4
WA555	SHURE SLEEVE FOR WIRELESS UT	3
UA400	SHURE UHF ANTENNA 774-862 MHZ FOR UC4, U4S, URD	4
ULXS4-J1	SHURE WIRELESS RECEIVER W/ POWER SUPPLY & ANTENNAS	3
MDR-V250V	SONY HEADPHONES - STUDIO MONITOR SERIES	12
KDL40EX400	SONY TV 40" LCD HDTV EX 400 1080P 2 USB PT SYNC 7	1
RC2-HDP-KS	SOUND CONTROL MASTER KIT W/ RACK SHELF FOR EAGLE EYE HD & II	1
SX-1120-RT	SURGEX POWER CONDITIONER 1RU, 9 OUTLETS, 20A WITH REMOTE	8
35HDBAUSPKG	SWITCHCRAFT 1/8" PLUG STEREO SMALL CABLE MOUNT, BLACK BODY/GOLD PIN	20
AAA3FZPKG	SWITCHCRAFT CONNECTOR 3-PIN XLR FEMALE CABLE MOUNT, NICKEL METAL	45
AAA3MZPKG	SWITCHCRAFT CONNECTOR 3-PIN XLR MALE CABLE MOUNT, NICKEL METAL	25
3502APKG	SWITCHCRAFT RCA PLUG - CABLE MOUNT, NICKEL BODY	25
999-5100-000	VADDIO QUICK-CONNECT 4 VIDEO POWER & CONTROL WIRING CENTER	1
999-2704-000	VADDIO WALLVIEW 70 PTZ CAMERA SYSTEM	4
AVN210	VISIONARY SOLUTIONS MPEG-2 OVER IP RACK MOUNT ENCODER	1
25225B-1 BLACK	WEST PENN 2 COND 16 (19X29) BARE CMP, BLACK	1000
25224B-1	WEST PENN 2 COND. 18 (7X26) BARE CMP	9000
25291B-1	WEST PENN 2 COND. 22 (7X30) BARE SHLD CMP (GREY)	100000
CN-FS6BNCPL2	WEST PENN BNC COMPRESSION RG6	190
4245-1 BLUE	WEST PENN CAT 5 CMR 4 (BY FOOT)	500
254246-1	WEST PENN CAT6 PLENUM 24G 4 PAIR PER FOOT	9000
32-EZP	WEST PENN EZ RJ45 PLUG (BAG 50)	9
25806-1	WEST PENN RG-6 18 SOLID BARE CMP WHITE	17000
25806-1000	WEST PENN RG-6 18 SOLID BARE CMP WHITE 1000' SPOOL	8
XLFB18	WHIRLWIND CABLE - LONGFRAME, 1.5', BLACK, QUAD CABLE, MOLDED	1
CUSTOM-051011-001-DG	WHIRLWIND CUSTOM QUOTE 051011-001-DG	1

<b>Item</b>	<b>Description</b>	<b>Quantity</b>
CUSTOM-061411-001-DG	WHIRLWIND CUSTOM QUOTE 061411-001-DG VS3, VS4, V4 PLATES CLEAR ANNODIZED	1
CUSTOM-072011-001-DG	WHIRLWIND CUSTOM QUOTE 072011-001-DG	1
CUSTOM-072111-002-DG	WHIRLWIND CUSTOM QUOTE 072111-002-DG VS3, VS4	1
CUSTOM-080411-001-DG	WHIRLWIND CUSTOM QUOTE 080411-001-DG XLR PLATE & COMPUTER PLATE	1
CUSTOM-101711-002-DG	WHIRLWIND CUSTOM QUOTE 101711-002-DG 3G SS MIC/VIDEO INPUT PLATE	1

### **COURTROOM 3B**

<b>Item</b>	<b>Description</b>	<b>Qty</b>
CP3	Crestron 3-Series Control System	1
TSW-1052-TTK-B-S	Crestron Crestron 10.1" Touch Panel Black Smooth (DISCO: TSW-1060)	1
CTS1200	Crown Two-channel, 600W Power Amplifier (DISCO: )	1
UNKNOWN	Middle Atlantic Equipment Rack	1
UNKNOWN	Middle Atlantic IRU Power panel	1
UPS-S1000R	Middle Atlantic Select Series UPS Backup power, 1RU, 1000VA	1
UNKNOWN	MISC Hanging Mic	2
Core 110F	QSC Unified Core Q-SYS software based DSP platform	1
CX204V	QSC 4-Channel 70V Power Amplifier	1
MX392/MX393	Shure Microflex Boundary Mic	1
MXW8-Z10	Shure Gooseneck Microphone Base Transmitter	8
MXWANI8	Shure Audio Network Interface	1
MXWAPT8	Shure 8-channel access point transceiver	1
MXWNCS8	Shure Networked Charging Station	2
Custom	Whirlwind 2G Wallplate (Touchpanel/Judge Mic/Sidebar Mic/Charge Station)	1
WIR TX925	Williams SoundPlus® 2-channel Infrared System	1

## **Exhibit "B"**

### **Title VI Clauses for Compliance with Nondiscrimination Requirements**

#### **Compliance with Nondiscrimination Requirements**

During the performance of this contract, the Provider, 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 has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor 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, 2986 (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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/21/2017

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).

<b>PRODUCER</b> Hiles-McLeod Insurance, Inc. PO Box 2747 Pensacola, FL 32513 Jason D. Broxson 850-432-9912	<b>CONTACT NAME:</b> Jason D. Broxson <b>PHONE (A/C, No, Ext):</b> 850-432-9912 <b>FAX (A/C, No):</b> 850-432-3875 <b>E-MAIL ADDRESS:</b> jbroxson@hilesmcleod.com														
<b>INSURED</b> AP SOUND, INC. dba All Pro Sound 806 Beverly Parkway Pensacola, FL 32505	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> Cincinnati Insurance Company</td> <td style="text-align: center;">10677</td> </tr> <tr> <td><b>INSURER B:</b> American Interstate Ins. Co.</td> <td style="text-align: center;">31895</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Cincinnati Insurance Company	10677	<b>INSURER B:</b> American Interstate Ins. Co.	31895	<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER F:</b>															

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CAP5173383	09/09/2017	09/09/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAA5173383	09/09/2017	09/09/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CAP5173383	09/09/2017	09/09/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY    Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	AVWCFL2577422017	03/01/2017	03/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Project: Okaloosa County Courthouse Annex Extension 1940 Lewi sTurner Blvd**  
**FWB, FL**

<b>CERTIFICATE HOLDER</b>  OKLCOUN  Okaloosa County 5479A Old Bethel Road Crestview, FL 32536	<b>CANCELLATION</b>  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 
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