

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02/09/2021

Contract/Lease Control #: C17-2623-PS

Procurement#: ITQ PS 35-17

Contract/Lease Type: CONTRACT

Award To/Lessee: SATCOM DIRECT COMMUNICATIONS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/01/2021

Expiration Date: 06/30/2022

Description of: SATCOM SUPPORT FOR HANDHELD PHONES

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

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

Closed:

Cc: BCC RECORDS

**DeRita Mason**

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**From:** SD Mobile Operations <mobileops@satcomdirect.com>  
**Sent:** Monday, September 20, 2021 7:19 AM  
**To:** Ken Wolfe  
**Cc:** DeRita Mason; Michelle Huber  
**Subject:** Re: FW: C17-2623-PS SATCOM DIRECT LOST PHONE - Ticket ID: 90399

Hi Ken,

Thanks for letting me know. I have deactivated the service on that SIM card and sent the information to accounting to adjust your invoice. Have a good day!

**Respectfully,**

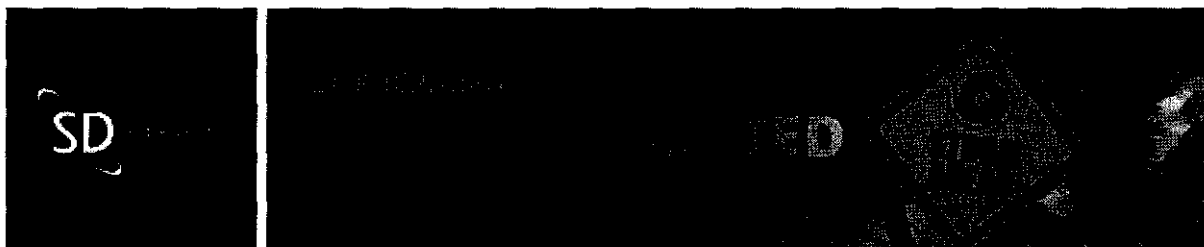
**Nick Varcoe**

Customer Service Representative

**Tel:** +1 321.777.0771

**Web:** [satcomstore.com](http://satcomstore.com)

**Location:** Satcom Direct, Inc.  
1050 Satcom Lane Melbourne, FL 32940 USA



This email has an associated [Satcom Direct Confidentiality Clause](#).

On Mon, 20 Sep at 8:10 AM , Kwolfe <kwolfe@myokaloosa.com> wrote:  
One of the Sat phone on our contract was lost by the person it was signed out to,  
Serial Number 300214010137490 Phone Number assigned 88-162-348-  
3293. Please shut off service to this unit and adjust on contract from 25 to 24 we  
will not be replacing the item. Thanks

DeRita and Michelle, I ccd you on this as an FYI for the contract.

Ken Wolfe, MSM  
Emergency Management, Coordinator  
Okaloosa County, Public Safety  
90 College Blvd E  
Niceville, FL 32578  
850-651-7150  
kwolfe@myokaloosa.com  
Please Note the New Email Address Above

**DeRita Mason**

---

**From:** Ken Wolfe  
**Sent:** Monday, September 20, 2021 7:11 AM  
**To:** 'SD Mobile Operations'  
**Cc:** DeRita Mason; Michelle Huber  
**Subject:** FW: C17-2623-PS SATCOM DIRECT LOST PHONE  
**Attachments:** 20210812OKALOOSA.pdf

One of the Sat phone on our contract was lost by the person it was signed out to, Serial Number 300214010137490 Phone Number assigned 88-162-348-3293. Please shut off service to this unit and adjust on contract from 25 to 24 we will not be replacing the item. Thanks

DeRita and Michelle, I ccd you on this as an FYI for the contract.

Ken Wolfe, MSM  
Emergency Management, Coordinator  
Okaloosa County, Public Safety  
90 College Blvd E  
Niceville, FL 32578  
850-651-7150  
kwolfe@myokaloosa.com  
Please Note the New Email Address Above

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



CERTIFICATE OF LIABILITY INSURANCE

9/1/2022

DATE (MM/DD/YYYY)

8/31/2021

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.

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.

Table with producer and insured information, including company names, addresses, and contact details.

COVERAGES CERTIFICATE NUMBER: 16224591 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

Main coverage table with columns for INSR LTR, TYPE OF INSURANCE, ADDL SUBR, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) OKALOOSA COUNTY PURCHASING DEPARTMENT is included as additional insured as required by written contract.

CONTRACT#: C17-2623-PW
SATCOM DIRECT COMMUNICATONS, INC.
SATCOM SUPPORT FOR HANDELD PHONES
EXPIRES: 06/30/2022

Table for CERTIFICATE HOLDER and CANCEL/SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



CONTRACT#: C17-2623-PS  
 SATCOM DIRECT COMMUNICATIONS, INC.  
 SATCOM SUPPORT FOR HANDHELD PHONES  
 EXPIRES: 06/30/2022

August 12, 2021

**Attn:** DeRita Mason  
 Okaloosa County  
 dmason@myokaloosa.com  
**SUBJECT:** GSA Quote for Iridium Airtime  
**REFERENCE:** 20210812OKALOOSA

**COMPANY:** Satcom Direct Communications, Incorporated (SDC)  
**ADDRESS:** 1050 Satcom Lane, Melbourne FL 32940  
**POC:** Nicholas Varcoe  
**CONTACT TELEPHONE:** 321.777.0771  
**EMAIL:** [mobileops@satcomdirect.com](mailto:mobileops@satcomdirect.com)  
**FACSIMILE:** 321.777.3702  
**DUNS:** 141315924  
**GSA :** GS-35F-0221R  
**REMIT ADDRESS:** Satcom Direct Communications, Inc., P.O. Box 75038 Baltimore, MD 21275-5038  
**PROMPT PAYMENT DISCOUNT:** 1%/20 Net 30 Days

Satcom Direct Communications, Inc. is pleased to offer the following quotation

Service PoP – 07/01/2021-06/30/2022	Per Unit	Units	Total
<b>Iridium Monthly Service – Includes 10 minutes Voice/Data per Month</b> \$49.25 per month X 12 months = \$591.00 per device per year	\$591.00	25	\$14,775.00
<b>Total Airtime Usage Allotment</b>	To be billed monthly		
<b>Total</b>	\$14,775.00 + usage		

By signing below, I warrant that the information provided herein is accurate and complete. I have read, understand, and agree to comply with Satcom Direct Communications, Inc. Terms and Conditions found [here](#) and through their GSA contract, GS-35F-0221R. I am authorized to sign this agreement on behalf of my Agency/Organization/Customer who will be fully responsible for all charges (yearly/monthly/one time) hereunder.

Signature: Jeffrey A. Hyde

Date: 08/13/2021

Name (Printed): Jeffrey A. Hyde



**GSA Monthly Service Plan Rates<sup>1</sup>**

<b>Basic Monthly Plan</b>	<b>Per Month</b>
Monthly Service <sup>2</sup> - Includes 10 minutes of Voice and data <sup>3</sup>	\$49.25
SMS Text Message Service (per 160 character message)	\$0.45
<b>Mid Usage Monthly Plan</b>	<b>Per Month</b>
Monthly Service <sup>2</sup> - Includes 75 minutes of Voice and data <sup>3</sup>	\$80.25
SMS Text Message Service (per 160 character message)	\$0.09
<b>Super Usage Monthly Plan</b>	<b>Per Month</b>
Monthly Service <sup>2</sup> - Includes 150 minutes of Voice and data <sup>3</sup>	\$95.65
SMS Text Message Service (per 160 character message)	Unlimited

**GSA Monthly Short Burst Data Plan Rates<sup>1</sup>**

<b>Short Burst Data Standard Plan</b>	<b>Per Month</b>
Standard Plan <sup>2</sup> - No Allowance	\$19.75
First 30 Bytes used in plan	\$0.04
<b>Short Burst Data 12 Plan</b>	<b>Per Month</b>
SBD 12 Plan <sup>2</sup> - Includes 12,000 Bytes	\$22.65
First 30 Bytes after 12,000 Bytes	\$0.04
<b>Short Burst Data 17 Plan</b>	<b>Per Month</b>
SBD 17 Plan <sup>2</sup> - Includes 17,000 Bytes	\$25.55
First 30 Bytes after 17,000 Bytes	\$0.04
<b>Short Burst Data 30 Plan</b>	<b>Per Month</b>
SBD 30 Plan <sup>2</sup> - Includes 30,000 Bytes	\$36.25
First 30 Bytes after 30,000 Bytes	\$0.04
<b>Short Burst Data Charges</b>	<b>Each</b>
Fee per Byte after 30 Bytes	\$0.00141

**GSA Prepaid Plan Rates<sup>4</sup>**

<b>Iridium Prepaid Airtime</b>	<b>Price</b>
75 prepaid minutes: valid for 1 month	\$135.00
150 prepaid minutes: valid for 2 months	\$255.00
200 prepaid minutes: valid for 4 months	\$505.00
600 prepaid minutes: valid for 1 year	\$740.00
1200 prepaid minutes: valid for 2 years	\$1,285.00
3000 prepaid minutes: valid for 2 years	\$2,825.00
5000 prepaid minutes: valid for 2 years	\$3,980.00
Add 30 Days to your plan	\$65.00

**GSA Iridium Service Charges**

<b>Activation and Global One Number™ Service</b>	<b>Per Month</b>
Activation (One Time)	\$54.90
Reactivation Fee	\$220.00
U.S Based Global One Number™ (Monthly)	\$8.00
International Based Global One Number™ (Monthly)	\$16.00
<b>Airtime Billing Rates</b>	<b>Per Minute</b>
Iridium – PSTN (Iridium to Fixed/Cellular)	\$1.40
PSTN – Iridium (Fixed/Cellular to Iridium)	\$1.40
Iridium – Iridium	\$0.94
Iridium – Iridium Unlimited Calling (Per Month) <sup>5</sup>	\$34.00
Iridium – non-Iridium sat phones (other MSS Carriers)	\$9.50
Iridium Direct Internet Data Call	\$1.40
Iridium RUDICS Call	\$0.83
Voice Mail	Unlimited



### **Value Added Benefits**

- **No Monthly Contracts** – Cancel any time without penalty
- **Information at your fingertips!** - Access your phones account information anytime online via [Satcom Simple®](#)
- **Satcom Directs Patented 10-digit dialing system** – Satcom Direct’s [Global One Number™](#) is an exclusive service for simple one-step dialing, giving each phone its own 10-digit phone number with an area code of your choosing! International numbers are also available!
- **Short Messaging Service (SMS)** - Exchange text messages via email, cell phones, and other Iridium handhelds
- **Free 24/7 Technical Support** - Dial 7777, **Green** key to reach Satcom Direct Communications®, a Tier One Service Provider for Iridium

Satcom Direct Communications, Inc. provides organizations around the globe with easy and reliable satellite communications services via Iridium and Inmarsat networks. The Fortune 500 has selected us as a partner for our customized solutions, technical expertise, and unparalleled customer support. Our distinctive methodologies, processes, and professional resources focus on improving performance, increasing profitability, and reducing operational costs of satellite communications service and equipment. We offer 24/7 customer service to support questions, assist with troubleshooting and provide our customers with a total solution service. Please visit our websites, [www.satcomdirect.com](http://www.satcomdirect.com) and [www.satcomstore.com](http://www.satcomstore.com) for up to date information regarding our new technologies and equipment.

This quote is valid for 90 days. Please call with any questions.

Sincerely,

Nick Varcoe  
Land & Mobile Operations  
Satcom Direct Communications, Inc.

<sup>1</sup>Due to the sensitive nature of Government satellite use all monthly contracts will move to “month to month” invoicing at the end of their contract which will include monthly service and all calling charges unless Satcom Direct Communications is contacted to terminate service or a new contract is received. Please note that reactivation requires a \$220 fee **PER DEVICE**.

<sup>2</sup>All government purchase orders for monthly service must include a separate funding line to cover all use above the included minutes per plan during the life of the contract.

<sup>3</sup>Included minutes per month do not include calls to other MSS (other Satellite) carriers. After included minutes are used you will be billed at the airtime rates listed above.

<sup>4</sup>All calls to other MSS Carriers while using Iridium Prepaid cards will see a deduction of 9 minutes for each minute used. Prepaid plans will not be useable once minutes have been completely depleted or expired. You must contact Satcom Direct Communications to refresh your prepaid account before the card expiration date to avoid loss of minutes. All Prepaid services are non-refundable.

<sup>5</sup>For use with handheld Iridium Phones only. Does not include the Iridium GO! or Iridium L-Band Transceiver based equipment

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

Procurement/Contract/Lease Number: C17-2623-PS Tracking Number: 4195-20  
Procurement/Contractor/Lessee Name: SatCom Grant Funded: YES \_\_\_ NO X  
Purpose: 2nd amendment  
Date/Term: 6-30-22 1.  GREATER THAN \$100,000  
Department #: \_\_\_\_\_ 2.  GREATER THAN \$50,000  
Account #: \_\_\_\_\_ 3.  \$50,000 OR LESS  
Amount: \$14,775.00 + usage  
Department: PS Dept. Monitor Name: Maddox

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 12-30-2021  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

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

Approved as written: see email attached Grant Name: CONTRACT  
\_\_\_\_\_ Date: 1-17-2021  
Grants Coordinator Gillian Gordon

**Risk Management Review**

Approved as written: see email attached Date: 12-31-2020  
\_\_\_\_\_ Risk Manager or designee Lisa Price

**County Attorney Review**

Approved as written: see email attached Date: 2-4-2021  
\_\_\_\_\_ County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

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

**IT Review (if applicable)**

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



## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Thursday, February 4, 2021 11:35 AM  
**To:** DeRita Mason  
**Cc:** Lisa Price; Lynn Hoshihara NGN-Tally  
**Subject:** RE: C17-2623-PS final amendment/renewal

This is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[Kparsons@ngn-tally.com](mailto:Kparsons@ngn-tally.com)

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Wednesday, December 30, 2020 3:04 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lisa Price <lprice@myokaloosa.com>  
**Subject:** C17-2623-PS final amendment/renewal

Please review and approve the attached.

Thank you,

DeRita Mason



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

## DeRita Mason

---

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

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

Jane

---

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

Thank you, are they approved as written?

DeRita Mason



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

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

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

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

Jane

## DeRita Mason

---

**From:** Lisa Price  
**Sent:** Thursday, December 31, 2020 12:33 PM  
**To:** DeRita Mason  
**Subject:** RE: C17-2623-PS final amendment/renewal

Approved by Risk.

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



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

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

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Thursday, December 31, 2020 11:22 AM  
**To:** Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Subject:** FW: C17-2623-PS final amendment/renewal

Please review the attached.

Thank you,

DeRita Mason





# CERTIFICATE OF LIABILITY INSURANCE

9/1/2021

DATE (MM/DD/YYYY)

8/27/2020

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.

**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> Lockton Companies 76 Batterson Park Road Farmington CT 06032 860-678-4000	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : Travelers Indemnity Company of America</td> <td>25666</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Charter Oak Fire Insurance Company	25615	INSURER B : Travelers Property Casualty Co of America	25674	INSURER C : Travelers Indemnity Company of America	25666	INSURER D :		INSURER E :		INSURER F :
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INSURER C : Travelers Indemnity Company of America	25666														
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> 1465259 Satcom Direct, Inc 1050 Satcom Lane Melbourne FL 32940															

**COVERAGES**      **CERTIFICATE NUMBER:** 16224591      **REVISION NUMBER:** XXXXXXXX

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 INSR	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 checked="" type="checkbox"/> LOC OTHER:	Y	N	630 3P130080	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	BA 3P151014	9/1/2020	9/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<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 \$ 10,000	Y	N	CUP 3P173227	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB 3P152256	9/1/2020	9/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 OKALOOSA COUNTY PURCHASING DEPARTMENT is included as additional insured as required by written contract.

<b>CERTIFICATE HOLDER</b> 16224591 OKALOOSA COUNTY PURCHASING DEPARTMENT 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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**SECOND AMENDMENT TO THE AGREEMENT BETWEEN**  
**OKALOOSA COUNTY, FLORIDA AND**  
**SATCOM DIRECT**  
**CONTRACT NO. C17-2623-PS**

This second Amendment to the Agreement between Okaloosa County, a political subdivision of the state of Florida (the "County"), and Satcom Direct, executed this 4th day of Feb. 2021, is made a part of the original Agreement dated May 1, 2018, Contract No. C17-2623-PS (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their option to renew the original Agreement for an additional one (1) year term in accordance with Exhibit "A"-Term of the original Agreement. This will be the final renewal for this contract.
2. **EFFECTIVE DATE OF RENEWAL TERM.** Vendor hereby exercises the final one-year renewal. The Effective Date of this Amendment shall commence July 1, 2021 and shall terminate no later than June 30, 2022.
3. **COMPENSATION.** Compensation for this renewal term of the Agreement shall:

See Attachment "A" for updated quote for the renewal period July 1, 2021-June 30, 2022, attached hereto and made a part of the original contract.

4. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated May 18, 2018 and any amendments thereto, shall remain in full force and effect.
5. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

**(Remainder of Page Intentionally Left Blank)**



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

**SATCOM DIRECT:**

  
\_\_\_\_\_  
Signature

TITLE: Customer Service Representative

Nicholas Varcoe  
\_\_\_\_\_  
Print Name

**OKALOOSA COUNTY, FLORIDA**

  
\_\_\_\_\_  
Jeffrey Hyde,  
Purchasing Manager



May 18, 2020

**Attn:** DeRita Mason  
Okaloosa County  
dmason@myokaloosa.com  
**SUBJECT:** GSA Quote for Iridium Airtime  
**REFERENCE:** 20200518OKALOOSA

**COMPANY:** Satcom Direct Communications, Incorporated (SDC)  
**ADDRESS:** 1050 Satcom Lane, Melbourne FL 32940  
**POC:** Nicholas Varcoe  
**CONTACT TELEPHONE:** 321.777.0771  
**EMAIL:** [mobileops@satcomdirect.com](mailto:mobileops@satcomdirect.com)  
**FACSIMILE:** 321.777.3702  
**DUNS:** 141315924  
**GSA :** GS-35F-0221R  
**REMIT ADDRESS:** Satcom Direct Communications, Inc., P.O. Box 75038 Baltimore, MD 21275-5038  
**PROMPT PAYMENT DISCOUNT:** 1%/20 Net 30 Days

Satcom Direct Communications, Inc. is pleased to offer the following quotation

Service PoP – 07/01/2020-06/30/2021	Per Unit	Units	Total
<b>Iridium Monthly Service – Includes 10 minutes Voice/Data per Month</b> \$49.25 per month X 12 months = \$591.00 per device per year	\$591.00	25	\$14,775.00
<b>Total Airtime Usage Allotment</b>	To be billed monthly		
<b>Total</b>	\$14,775.00 + usage		

By signing below, I warrant that the information provided herein is accurate and complete. I have read, understand, and agree to comply with Satcom Direct Communications, Inc. Terms and Conditions found [here](#) and through their GSA contract, GS-35F-0221R. I am authorized to sign this agreement on behalf of my Agency/Organization/Customer who will be fully responsible for all charges (yearly/monthly/one time) hereunder.

Signature: Jeffrey A Hyde

Date: 02/07/21

Name (Printed): Jeffrey A Hyde  
Purchasing Manager



**GSA Monthly Service Plan Rates<sup>1</sup>**

Monthly Service <sup>2</sup> - Includes 10 minutes of Voice and data <sup>3</sup>	\$49.25
SMS Text Message Service (per 160 character message)	\$0.45
Monthly Service <sup>2</sup> - Includes 75 minutes of Voice and data <sup>3</sup>	\$80.25
SMS Text Message Service (per 160 character message)	\$0.09
Monthly Service <sup>2</sup> - Includes 150 minutes of Voice and data <sup>3</sup>	\$95.65
SMS Text Message Service (per 160 character message)	Unlimited

**GSA Monthly Short Burst Data Plan Rates<sup>1</sup>**

Standard Plan <sup>2</sup> - No Allowance	\$19.75
First 30 Bytes used in plan	\$0.04
SBD 12 Plan <sup>2</sup> - Includes 12,000 Bytes	\$22.65
First 30 Bytes after 12,000 Bytes	\$0.04
SBD 17 Plan <sup>2</sup> - Includes 17,000 Bytes	\$25.55
First 30 Bytes after 17,000 Bytes	\$0.04
SBD 30 Plan <sup>2</sup> - Includes 30,000 Bytes	\$36.25
First 30 Bytes after 30,000 Bytes	\$0.04
Fee per Byte after 30 Bytes	\$0.00141

**GSA Prepaid Plan Rates<sup>4</sup>**

75 prepaid minutes: valid for 1 month	\$135.00
150 prepaid minutes: valid for 2 months	\$255.00
200 prepaid minutes: valid for 4 months	\$505.00
600 prepaid minutes: valid for 1 year	\$740.00
1200 prepaid minutes: valid for 2 years	\$1,285.00
3000 prepaid minutes: valid for 2 years	\$2,825.00
5000 prepaid minutes: valid for 2 years	\$3,980.00
Add 30 Days to your plan	\$65.00

**GSA Iridium Service Charges**

Activation (One Time)	\$54.90
Reactivation Fee	\$220.00
U.S Based Global One Number™ (Monthly)	\$8.00
International Based Global One Number™ (Monthly)	\$16.00
Iridium – PSTN (Iridium to Fixed/Cellular)	\$1.40
PSTN – Iridium (Fixed/Cellular to Iridium)	\$1.40
Iridium – Iridium	\$0.94
Iridium – Iridium Unlimited Calling (Per Month) <sup>5</sup>	\$34.00
Iridium – non-Iridium sat phones (other MSS Carriers)	\$9.50
Iridium Direct Internet Data Call	\$1.40
Iridium RUDICS Call	\$0.83
Voice Mail	Unlimited





### **Value Added Benefits**

- **No Monthly Contracts** – Cancel any time without penalty
- **Information at your fingertips!** - Access your phones account information anytime online via Satcom Simple<sup>®</sup>
- **Satcom Directs Patented 10-digit dialing system** – Satcom Direct's Global One Number<sup>™</sup> is an exclusive service for simple one-step dialing, giving each phone its own 10-digit phone number with an area code of your choosing! International numbers are also available!
- **Short Messaging Service (SMS)** - Exchange text messages via email, cell phones, and other Iridium handhelds
- **Free 24/7 Technical Support** - Dial 7777, Green key to reach Satcom Direct Communications<sup>®</sup>, a Tier One Service Provider for Iridium

Satcom Direct Communications, Inc. provides organizations around the globe with easy and reliable satellite communications services via Iridium and Inmarsat networks. The Fortune 500 has selected us as a partner for our customized solutions, technical expertise, and unparalleled customer support. Our distinctive methodologies, processes, and professional resources focus on improving performance, increasing profitability, and reducing operational costs of satellite communications service and equipment. We offer 24/7 customer service to support questions, assist with troubleshooting and provide our customers with a total solution service. Please visit our websites, [www.satcomdirect.com](http://www.satcomdirect.com) and [www.satcomstore.com](http://www.satcomstore.com) for up to date information regarding our new technologies and equipment.

This quote is valid for 90 days. Please call with any questions.

Sincerely,

Nick Varcoe  
Land & Mobile Operations  
Satcom Direct Communications, Inc.

<sup>1</sup>Due to the sensitive nature of Government satellite use all monthly contracts will move to "month to month" invoicing at the end of their contract which will include monthly service and all calling charges unless Satcom Direct Communications is contacted to terminate service or a new contract is received. Please note that reactivation requires a \$220 fee **PER DEVICE**.

<sup>2</sup>All government purchase orders for monthly service must include a separate funding line to cover all use above the included minutes per plan during the life of the contract.

<sup>3</sup>Included minutes per month do not include calls to other MSS (other Satellite) carriers. After included minutes are used you will be billed at the airtime rates listed above.

<sup>4</sup>All calls to other MSS Carriers while using Iridium Prepaid cards will see a deduction of 9 minutes for each minute used. Prepaid plans will not be useable once minutes have been completely depleted or expired. You must contact Satcom Direct Communications to refresh your prepaid account before the card expiration date to avoid loss of minutes. All Prepaid services are non-refundable.

<sup>5</sup>For use with handheld Iridium Phones only. Does not include the Iridium GO! or Iridium L-Band Transceiver based equipment

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/24/2020

Contract/Lease Control #: C17-2623-PS

Procurement#: ITQ PS 35-17

Contract/Lease Type: CONTRACT

Award To/Lessee: SATCOM DIRECT COMMUNICATIONS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/01/2020

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

Description of: SATCOM SUPPORT FOR HANDHELD PHONES

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: C17-2623-PS Tracking Number: 3783-20  
 Procurement/Contractor/Lessee Name: Sateam Direct Grant Funded: YES \_\_\_ NO   
 Purpose: amendment/renewal  
 Date/Term: 9-19-21 1.  GREATER THAN \$100,000  
 Department #: \_\_\_\_\_ 2.  GREATER THAN \$50,000  
 Account #: \_\_\_\_\_ 3.  \$50,000 OR LESS  
 Amount: 14,775  
 Department: PS Dept. Monitor Name: Maddox

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 2-20-2020  
 Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

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

Approved as written: NO Federal Only Grant Name: see email attached  
 \_\_\_\_\_ Date: 3-5-2020  
 Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: see email attached  
 \_\_\_\_\_ Date: 2-24-2020  
 Risk Manager or designee Edith Gibson or Karen Donaldson

**County Attorney Review**

Approved as written: see email attached  
 \_\_\_\_\_ Date: 2-24-20  
 County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Department funding confirmed:  
 \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Monday, February 24, 2020 1:04 PM  
**To:** DeRita Mason  
**Cc:** Karen Donaldson; Lynn Hoshihara  
**Subject:** RE: C17-2623-PS First Amendment and Renewal

This is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[Kparsons@ngn-tally.com](mailto:Kparsons@ngn-tally.com)

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

---

**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Thursday, February 20, 2020 12:54 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Cc:** Karen Donaldson <kdonaldson@myokaloosa.com>  
**Subject:** C17-2623-PS First Amendment and Renewal

Please review and approve.

Thank you,

DeRita Mason



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

## DeRita Mason

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**From:** Karen Donaldson  
**Sent:** Monday, February 24, 2020 2:54 PM  
**To:** DeRita Mason  
**Subject:** RE: C17-2623-PS First Amendment and Renewal

DeRita

This is approved by risk management for insurance purposes.

Thank you

*Karen Donaldson*

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



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

---

**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Thursday, February 20, 2020 11:54 AM  
**To:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>; Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Cc:** Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>  
**Subject:** C17-2623-PS First Amendment and Renewal

Please review and approve.

Thank you,

DeRita Mason

## DeRita Mason

---

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

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

Regards,  
Danielle Garcia  
850-689-5960 x 6971

---

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

Danielle,

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

C17-2623-PS – I noticed some of the required documents were not signed? Do you need to add Vendors on Scrutinized List form? Title VI? *OR*

C17-2578-PS – Federal E-Verify, Suspension & Debarment, Vendors on Scrutinized List (VoSL), Sam.gov, Title VI,...also, the doc contract # is missing a 1....C7-2578-PS, should read C17-2578-PS

C17-2597-PS – ok, except VoSL form

C17-2603-PS – ok, except VoSL form

We use EMPA and EMPG funding, but we are not sure how much we are getting yet and Ken said the account numbers aren't set up until the grant comes in.

I am attaching the renewals just in case we need to add anything.

Thank you,

DeRita Mason



DeRita Mason  
Contracts and Lease Coordinator



**FIRST AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA  
COUNTY, FLORIDA AND  
SATCOM DIRECT  
CONTRACT NO. C17-2623-PS**

This First Amendment to the Agreement between Okaloosa County, a political subdivision of the state of Florida (the "County"), and Satcom Direct, executed this 24<sup>th</sup> day of June 2020, is made a part of the original Agreement dated September 20, 2020, Contract No. C17-2623-PS (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their option to renew the original Agreement for an additional one (1) year term in accordance with Exhibit "A"-Term of the original Agreement.
2. **EFFECTIVE DATE OF RENEWAL TERM.** Vendor hereby exercises the first of its two one-year renewal options. The Effective Date of this Amendment shall commence July 1, 2020 and shall terminate no later than June 30, 2021.
3. **INSURANCE.** Effective for the term of renewal, the parties wish to amend Exhibit "A" of the original Agreement "Insurance Requirements" and replace with Attachment "A" of this Amendment.
4. **COMPENSATION.** Compensation for this renewal term of the Agreement shall:

See Attachment "B" for updated quote for the renewal period September 20, 2020-September 19, 2021.

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

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



in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

6. **CIVIL RIGHTS.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
7. **COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:
  - a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "D".
  - b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
  - c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
  - d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.
  - e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract







sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

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

8. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated September 20, 2020 and any amendments thereto, shall remain in full force and effect.
9. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

**(Remainder of Page Intentionally Left Blank)**



**ATTACHMENT "A"**  
**Insurance Requirements**



## **GENERAL SERVICES INSURANCE REQUIREMENTS**

REVISED: 01/2/2019

### **CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida. Insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

### **WORKERS' COMPENSATION INSURANCE**

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



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

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

#### **BUSINESS AUTOMOBILE LIABILITY**

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

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

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



### **INSURANCE LIMITS OF LIABILITY**

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

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

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

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

### **INDEMNIFICATION & HOLD HARMLESS**

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

### **CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The



certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.

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

#### **GENERAL TERMS**

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

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

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



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

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

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

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





**ATTACHMENT "B"**  
**Vendor Quote**



XXXXX ##, 2018

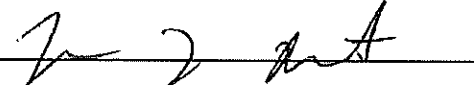
Attn: DeRita Mason  
Okaloosa County  
dmason@myokaloosa.com  
SUBJECT: GSA Quote for Iridium Airtime  
REFERENCE: 20200518OKALOOSA

COMPANY: Satcom Direct Communications, Incorporated (SDC)  
ADDRESS: 1050 Satcom Lane, Melbourne FL 32940  
POC: Nicholas Varcoe  
CONTACT TELEPHONE: 321.777.0771  
EMAIL: [mobileops@satcomdirect.com](mailto:mobileops@satcomdirect.com)  
FACSIMILE: 321.777.3702  
DUNS: 141315924  
GSA : GS-35F-0221R  
REMIT ADDRESS: Satcom Direct Communications, Inc., P.O. Box 75038 Baltimore, MD 21275-5038  
PROMPT PAYMENT DISCOUNT: 1%/20 Net 30 Days

Satcom Direct Communications, Inc. is pleased to offer the following quotation

Service PoP – 07/01/2020-06/30/2021	Per Unit	Units	Total
Iridium Monthly Service – Includes 10 minutes Voice/Data per Month \$49.25 per month X 12 months = \$591.00 per device per year	\$591.00	25	\$14,775.00
Total Airtime Usage Allotment	To be billed monthly		
Total	\$14,775.00 + usage		

By signing below, I warrant that the information provided herein is accurate and complete. I have read, understand, and agree to comply with Satcom Direct Communications, Inc. Terms and Conditions found [here](#) and through their GSA contract, GS-35F-0221R. I am authorized to sign this agreement on behalf of my Agency/Organization/Customer who will be fully responsible for all charges (yearly/monthly/one time) hereunder.

Signature: 

Date: June 23, 2020

Name (Printed): Mark J. Mata



**GSA Monthly Service Plan Rates<sup>1</sup>**

<b>Basic Monthly Plan</b>	<b>Per Month</b>
Monthly Service <sup>2</sup> - Includes 10 minutes of Voice and data <sup>3</sup>	\$49.25
SMS Text Message Service (per 160 character message)	\$0.45
<b>Mid Usage Monthly Plan</b>	<b>Per Month</b>
Monthly Service <sup>2</sup> - Includes 75 minutes of Voice and data <sup>3</sup>	\$80.25
SMS Text Message Service (per 160 character message)	\$0.09
<b>Super Usage Monthly Plan</b>	<b>Per Month</b>
Monthly Service <sup>2</sup> - Includes 150 minutes of Voice and data <sup>3</sup>	\$95.65
SMS Text Message Service (per 160 character message)	Unlimited

**GSA Monthly Short Burst Data Plan Rates<sup>4</sup>**

<b>Short Burst Data Standard Plan</b>	<b>Per Month</b>
Standard Plan <sup>2</sup> - No Allowance	\$19.75
First 30 Bytes used in plan	\$0.04
<b>Short Burst Data 12 Plan</b>	<b>Per Month</b>
SBD 12 Plan <sup>2</sup> - Includes 12,000 Bytes	\$22.65
First 30 Bytes after 12,000 Bytes	\$0.04
<b>Short Burst Data 17 Plan</b>	<b>Per Month</b>
SBD 17 Plan <sup>2</sup> - Includes 17,000 Bytes	\$25.55
First 30 Bytes after 17,000 Bytes	\$0.04
<b>Short Burst Data 30 Plan</b>	<b>Per Month</b>
SBD 30 Plan <sup>2</sup> - Includes 30,000 Bytes	\$36.25
First 30 Bytes after 30,000 Bytes	\$0.04
<b>Short Burst Data Charges</b>	<b>Each</b>
Fee per Byte after 30 Bytes	\$0.00141

**GSA Prepaid Plan Rates<sup>4</sup>**

<b>Iridium Prepaid Airtime</b>	<b>Price</b>
75 prepaid minutes: valid for 1 month	\$135.00
150 prepaid minutes: valid for 2 months	\$255.00
200 prepaid minutes: valid for 4 months	\$505.00
600 prepaid minutes: valid for 1 year	\$740.00
1200 prepaid minutes: valid for 2 years	\$1,285.00
3000 prepaid minutes: valid for 2 years	\$2,825.00
5000 prepaid minutes: valid for 2 years	\$3,980.00
Add 30 Days to your plan	\$65.00

**GSA Iridium Service Charges**

<b>Activation and Global One Number™ Service</b>	<b>Per Month</b>
Activation (One Time)	\$54.90
Reactivation Fee	\$220.00
U.S Based Global One Number™ (Monthly)	\$8.00
International Based Global One Number™ (Monthly)	\$16.00
<b>Airtime Billing Rates</b>	<b>Per Minute</b>
Iridium – PSTN (Iridium to Fixed/Cellular)	\$1.40
PSTN – Iridium (Fixed/Cellular to Iridium)	\$1.40
Iridium – Iridium	\$0.94
Iridium – Iridium Unlimited Calling (Per Month) <sup>5</sup>	\$34.00
Iridium – non-Iridium sat phones (other MSS Carriers)	\$9.50
Iridium Direct Internet Data Call	\$1.40
Iridium RUDICS Call	\$0.83
Voice Mail	Unlimited



### Value Added Benefits

- **No Monthly Contracts** – Cancel any time without penalty
- **Information at your fingertips!** - Access your phones account information anytime online via Satcom Simple<sup>®</sup>
- **Satcom Directs Patented 10-digit dialing system** – Satcom Direct's Global One Number<sup>™</sup> is an exclusive service for simple one-step dialing, giving each phone its own 10-digit phone number with an area code of your choosing! International numbers are also available!
- **Short Messaging Service (SMS)** - Exchange text messages via email, cell phones, and other Iridium handhelds
- **Free 24/7 Technical Support** - Dial 7777, Green key to reach Satcom Direct Communications<sup>®</sup>, a Tier One Service Provider for Iridium

Satcom Direct Communications, Inc. provides organizations around the globe with easy and reliable satellite communications services via Iridium and Inmarsat networks. The Fortune 500 has selected us as a partner for our customized solutions, technical expertise, and unparalleled customer support. Our distinctive methodologies, processes, and professional resources focus on improving performance, increasing profitability, and reducing operational costs of satellite communications service and equipment. We offer 24/7 customer service to support questions, assist with troubleshooting and provide our customers with a total solution service. Please visit our websites, [www.satcomdirect.com](http://www.satcomdirect.com) and [www.satcomstore.com](http://www.satcomstore.com) for up to date information regarding our new technologies and equipment.

This quote is valid for 90 days. Please call with any questions.

Sincerely,

Nick Varcoe  
Land & Mobile Operations  
Satcom Direct Communications, Inc.

<sup>1</sup>Due to the sensitive nature of Government satellite use all monthly contracts will move to "month to month" invoicing at the end of their contract which will include monthly service and all calling charges unless Satcom Direct Communications is contacted to terminate service or a new contract is received. Please note that reactivation requires a \$220 fee **PER DEVICE**.

<sup>2</sup>All government purchase orders for monthly service must include a separate funding line to cover all use above the included minutes per plan during the life of the contract.

<sup>3</sup>Included minutes per month do not include calls to other MSS (other Satellite) carriers. After included minutes are used you will be billed at the airtime rates listed above.

<sup>4</sup>All calls to other MSS Carriers while using Iridium Prepaid cards will see a deduction of 9 minutes for each minute used. Prepaid plans will not be useable once minutes have been completely depleted or expired. You must contact Satcom Direct Communications to refresh your prepaid account before the card expiration date to avoid loss of minutes. All Prepaid services are non-refundable.

<sup>5</sup>For use with handheld Iridium Phones only. Does not include the Iridium GO1 or Iridium L-Band Transceiver based equipment



**ATTACHMENT "C"**  
**Vendor on Scrutinized Companies List**



## VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate \_\_\_\_\_, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE: June 23, 2020

SIGNATURE: [Handwritten Signature]

COMPANY: Satcom Direct

NAME: Mark J. Mata  
(Typed or Printed)

ADDRESS: 1650 Satcom Lane  
Melbourne, FL  
32940

TITLE: Director, M&S

E-MAIL: mmata@satcomdirect.com

PHONE NO.: 321-777-3000



**ATTACHEMENT "D"**  
**Civil Rights Clauses**



## Attachment "D"

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

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

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







# CERTIFICATE OF LIABILITY INSURANCE

9/1/2020

DATE (MM/DD/YYYY)  
4/27/2020

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.

**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> Lockton Companies 76 Batterson Park Road Farmington CT 06032 860-678-4000	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL:</b> <b>ADDRESS:</b>	<b>FAX (A/C, No):</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : Travelers Indemnity Company of America</td> <td>25666</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Charter Oak Fire Insurance Company	25615	INSURER B : Travelers Property Casualty Co of America	25674	INSURER C : Travelers Indemnity Company of America	25666	INSURER D :		INSURER E :		INSURER F :
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INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> 1465259 Satcom Direct, Inc 1050 Satcom Lane Melbourne FL 32940															


**COVERAGES**                      **CERTIFICATE NUMBER:** 16224591                      **REVISION NUMBER:** XXXXXXXX

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 checked="" type="checkbox"/> LOC OTHER:	Y	N	630-3P130080-COF	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	BA-3P151014	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	N	CUP-3P173227	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
C	<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	UB-3P152256	9/1/2019	9/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
 OKALOOSA COUNTY PURCHASING DEPARTMENT is included as additional insured as required by written contract.

**CONTRACT #: C17-2623-PS**  
**SATCOM Direct Communications, Inc.**  
**SATCOM Support for Handheld Phones**  
**EXPIRES: 09/19/2020 w/2 -ONE YEAR**

<b>CERTIFICATE HOLDER</b> 16224591 OKALOOSA COUNTY PURCHASING DEPARTMENT 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.  <b>RENEWALS</b> AUTHORIZED REPRESENTATIVE 
---	---

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09-27-2017

Contract/Lease Control #: C17-2623-PS

Procurement#: ITQ PS 35-17

Contract/Lease Type: CONTRACT

Award To/Lessee: SATCOM DIRECT COMMUNICATIONS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/20/2017

Expiration Date: 09/19/2020 W/ 2 1 YR RENEWALS

Description of Contract/Lease: SATCOM SUPPORT FOR HANDHELD PHONES

Department: PS

Department Monitor: HENDERSON

Monitor's Telephone #: 850-651-7150

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

Closed:

Cc: Finance Department Contracts & Grants Office

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

Procurement/Contract/Lease Number: C17-2623-PS Tracking Number: \_\_\_\_\_  
Procurement/Contractor/Lessee Name: Satcom Grant Funded: YES \_\_\_ NO X  
Purpose: Pissyback agreement w/ WS  
Date/Term: 9-19-20 w/ 21yr renewal 1.  GREATER THAN \$100,000  
Amount: 5019.00 annually 2.  GREATER THAN \$50,000  
Department: WS 3.  \$50,000 OR LESS  
Dept. Monitor Name: Littrell

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 4-3-18  
Purchasing Director or designee Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Young

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

Approved as written: NO new language needed Date: \_\_\_\_\_  
Grants Coordinator Renee Biby

**Risk Management Review**

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

**County Attorney Review**

Approved as written: see email attached Date: 4-3-18  
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, April 03, 2018 1:13 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: Service quote

This is approved for legal purposes.

---

**From:** DeRita Mason [mailto:dmason@myokaloosa.com]  
**Sent:** Tuesday, April 03, 2018 1:46 PM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** RE: Service quote

Here is the revised agreement.

---

**From:** Parsons, Kerry [mailto:KParsons@ngn-tally.com]  
**Sent:** Tuesday, April 03, 2018 10:34 AM  
**To:** DeRita Mason <dmason@myokaloosa.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Subject:** RE: Service quote

The dates in your WHEREAS clauses need to be revised – currently referenced a start date in 2017 and termination date in 2010. The term “supplemental” needs to be removed throughout

---

**From:** DeRita Mason [mailto:dmason@myokaloosa.com]  
**Sent:** Monday, April 02, 2018 8:40 AM  
**To:** Parsons, Kerry; Lynn Hoshihara  
**Subject:** RE: Service quote

Please review.

Thank you,

DeRita

---

**From:** Parsons, Kerry [mailto:KParsons@ngn-tally.com]  
**Sent:** Saturday, March 31, 2018 3:34 PM  
**To:** DeRita Mason <dmason@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Subject:** RE: Service quote

Using that would be fine.

---

**From:** DeRita Mason [mailto:dmason@myokaloosa.com]  
**Sent:** Thursday, March 29, 2018 4:37 PM  
**To:** Parsons, Kerry; Lynn Hoshihara  
**Subject:** RE: Service quote

**PIGGYBACK AGREEMENT  
FOR SATCOM DIRECT COMMUNICATIONS, INC.**

This Piggyback Agreement (the "Agreement") is entered into on May 1, 2018, between **OKALOOSA COUNTY, FLORIDA** (the "County"), and **Satcom Direct Communications, Inc.** ("Contractor"), Jointly known as "the parties", for service and support on satellite handheld phones.

**WHEREAS**, the Contractor was awarded contract C17-2623-PS with Okaloosa County on September 20, 2017, which will be effective through September 19, 2020 with the option of two (2) one (1) year renewals; and

**WHEREAS**, the County has determined that the Contract is an acceptable agreement upon which the County and Contractor may establish piggyback agreements, given the approval of both the County and the contractor, with specific named government entities residing within the County.

**NOW, THEREFORE**, in consideration of the exhibits and amendments contained herein, the parties hereby agree, as follows:

1. **RECITALS.** The above recitals are true and correct and incorporated herein.
2. **TERMS AND CONDITIONS.** Except as otherwise stated herein, the terms and conditions of contract C17-2623-PS with the Contractor shall form the bases of this and any new piggyback agreement, with the County having the rights, duties and obligations thereunder. Contractor agrees to provide services and support to the County, and specific named Government entities residing within the County under such terms and conditions.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first written above.

**OKALOOSA COUNTY, FLORIDA**

  
\_\_\_\_\_  
Graham W. Fountain, Chairman

Date: 5/1/18

ATTEST:

  
\_\_\_\_\_  
J.D. Peacock II, Clerk



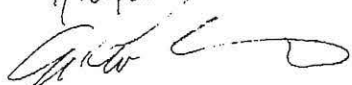
**SATCOM DIRECT  
COMMUNICATIONS, INC.**

Alexander A  
Cumming:A01096A00000  
139B1DC86A20000CABD

Date: 4/20/2018

Digitally signed by Alexander A  
Cumming:A01096A00000 139B1DC86A20000CABD  
DN: c=US, o=U.S. Government, ou=ECA,  
ou=IdemTrust, ou=SATCOM DIRECT  
COMMUNICATIONS INCORPORATED, cn=Alexander A  
Cumming:A01096A00000 139B1DC86A20000CABD  
Date: 2018.04.20 19:18:38 -0400

**Contract # C17-2623-PS  
SATCOM DIRECT COMMUNICATIONS, INC.  
SATCOM SUPPORT FOR HANDHELD PHONES  
EXPIRES: 09/19/2020 W/2 1 YR RENEWALS**





April 6<sup>th</sup>, 2018

Mark Griffin  
Okaloosa County  
1804 Lewis Turner Blvd. Suite 300  
Ft. Walton Beach, FL 32547

SUBJECT: Piggyback Agreements for Satcom Direct Communications, Inc.

Mr. Griffin,

Please see the attached Piggyback Agreement for Satcom Direct Communications and Okaloosa County. As soon as you are able to countersign and send back to me a hardcopy of this agreement we can work to add the additional services to your contract.

Please send the signed hardcopy to my attention at the following address:

Alex Cumming  
Satcom Direct Communications, Inc.  
2550 Wasser Ter. Suite 6000  
Herndon, VA 20171

If you have any questions or need additional information or clarification please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Alex Cumming', written in a cursive style.

Alexander A. Cumming  
GSA Program Manager / Iridium Product Manager  
Satcom Direct Communications, Inc.



C17-2623-P5

March 29, 2018

Attn: Mark Griffin, Okaloosa County Water & Sewer Department  
 mgriffin@co.okaloosa.fl.us

SUBJECT: GSA Quote for Iridium Airtime

REFERENCE: 20180329OKALOOSAWATER

COMPANY: Satcom Direct Communications Incorporated (SDC)  
 ADDRESS: 1050 Satcom Lane, Melbourne, FL 32940  
 POC: Nicholas Valzoe  
 CONTACT TELEPHONE: 321.777.5074  
 EMAIL: mobileops@satcomdirect.com  
 FACSIMILE: 321.777.3702  
 DUNS: 141215624  
 GSA: GS-35F-0221R  
 REMIT ADDRESS: Satcom Direct Communications, Inc. P.O. Box 73038 Baltimore, MD 21275-5038  
 PROMPT PAYMENT DISCOUNT: 1%/20 Net 30 Days

Satcom Direct Communications, Inc. is pleased to offer the following quotation

Service	Per Unit	Units	Total
<b>Iridium Monthly Service – Includes 10 minutes Voice/Data per Month</b> \$44.95/mo x 7 months = \$314.65 per line of service Coverage from 4/1/18-11/30/18	\$314.65	15	\$4,719.75
<b>Total Airtime Usage Allotment for Overages</b> \$1.40/min voice calls, \$0.45/text	To be included on Government PO		
<b>Shipping of SIM Cards - CONUS</b>		15	Included
<b>Activation</b> (Regular GSA Cost \$54.90)	\$20.00	15	\$300.00
<b>Total</b>			\$5,019.75

\*\*\*We are currently in the process of contacting Okaloosa County regarding the price change that will take effect at the end of this current term (11/30/18). Please refer to GSA Contract #GS-35F-0221R.\*\*\*

By signing below, I warrant that the information provided herein is accurate and complete. I have read, understand, and agree to comply with Satcom Direct Communications, Inc. Terms and Conditions found here and through their GSA contract, GS-35F-0221R. I am authorized to sign this agreement on behalf of my Agency/Organization/Customer who will be fully responsible for all charges (yearly/monthly/one time) hereunder.

Signature: \_\_\_\_\_

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

Name (Printed): \_\_\_\_\_





**GSA Monthly Service Plan Rates<sup>1</sup>**

<b>Basic Monthly Plan</b>		<b>Per Month</b>
Monthly Service <sup>2</sup> - Includes 10 minutes of Voice and data <sup>3</sup>		\$49.25
SMS Text Message Service (per 160 character message)		\$0.45
<b>Mild Usage Monthly Plan</b>		<b>Per Month</b>
Monthly Service <sup>2</sup> - Includes 75 minutes of Voice and data <sup>3</sup>		\$80.25
SMS Text Message Service (per 160 character message)		\$0.09
<b>Super Usage Monthly Plan</b>		<b>Per Month</b>
Monthly Service <sup>2</sup> - Includes 150 minutes of Voice and data <sup>3</sup>		\$95.65
SMS Text Message Service (per 160 character message)		Unlimited

**GSA Monthly Short Burst Data Plan Rates<sup>1</sup>**

<b>Short Burst Data Standard Plan</b>		<b>Per Month</b>
Standard Plan <sup>2</sup> - No Allowance		\$19.75
First 30 Bytes used in plan		\$0.04
<b>Short Burst Data 12 Plan</b>		<b>Per Month</b>
SBD 12 Plan <sup>2</sup> - Includes 12,000 Bytes		\$22.65
First 30 Bytes after 12,000 Bytes		\$0.04
<b>Short Burst Data 17 Plan</b>		<b>Per Month</b>
SBD 17 Plan <sup>2</sup> - Includes 17,000 Bytes		\$25.55
First 30 Bytes after 17,000 Bytes		\$0.04
<b>Short Burst Data 30 Plan</b>		<b>Per Month</b>
SBD 30 Plan <sup>2</sup> - Includes 30,000 Bytes		\$36.25
First 30 Bytes after 30,000 Bytes		\$0.04
<b>Short Burst Data Charges</b>		<b>Each</b>
Fee per Byte after 30 Bytes		\$0.00141

**GSA Prepaid Plan Rates<sup>4</sup>**

<b>Iridium Prepaid AirTime</b>	<b>Price</b>
75 prepaid minutes: valid for 1 month	\$135.00
150 prepaid minutes: valid for 2 months	\$255.00
200 prepaid minutes: valid for 4 months	\$505.00
500 prepaid minutes: valid for 1 year	\$740.00
1000 prepaid minutes: valid for 2 years	\$1,285.00
3000 prepaid minutes: valid for 2 years	\$2,825.00
5000 prepaid minutes: valid for 2 years	\$3,980.00
Add 30 Days to your plan	\$65.00
Add 50 minutes to your plan	\$65.00
Activation Fee (One Time)	\$49.95

**GSA Iridium Service Charges**

<b>Activation and Global One Number™ Service</b>		<b>Per Month</b>
Activation (One Time)		\$54.90
Reactivation Fee		\$220.00
U.S Based Global One Number™ (Monthly)		\$8.00
International Based Global One Number™ (Monthly)		\$16.00
<b>Airtime Billing Rates</b>		<b>Per Minute</b>
Iridium – PSTN (Iridium to Fixed/Cellular)		\$1.40
PSTN – Iridium (Fixed/Cellular to Iridium)		\$1.40
Iridium – Iridium		\$0.94
Iridium – non-Iridium sat phones (other MSS Carriers)		\$9.50
Iridium Direct Internet Data Call		\$1.40
Iridium RUDICS Call		\$0.83
Voice Mail		Unlimited



### Value Added Benefits

- **No Monthly Contracts** – Cancel any time without penalty
- **Information at your fingertips!** - Access your account information anytime online via [Satcom Simple](#)<sup>®</sup>
- **Satcom Directs Patented 10-digit dialing system** – Satcom Direct's Global One Number<sup>™</sup> is an exclusive service for simple one-step dialing, giving each phone its own 10-digit phone number with an area code of your choosing! International numbers are also available!
- **Short Messaging Service (SMS)** - Exchange text messages via email, cell phones, and other Iridium handhelds
- **Free 24/7 Technical Support** - Dial 7777, Green key to reach Satcom Direct Communications<sup>®</sup>, a Tier One Service Provider for Iridium

Satcom Direct Communications, Inc. provides organizations around the globe with easy and reliable satellite communications services via Iridium and Inmarsat networks. The Fortune 500 has selected us as a partner for our customized solutions, technical expertise, and unparalleled customer support. Our distinctive methodologies, processes, and professional resources focus on improving performance, increasing profitability, and reducing operational costs of satellite communications service and equipment. We offer 24/7 customer service to support questions, assist with troubleshooting and provide our customers with a total solution service. Please visit our websites, [www.satcomdirect.com](http://www.satcomdirect.com) and [www.satcomstore.com](http://www.satcomstore.com) for up to date information regarding our new technologies and equipment.

This quote is valid for 90 days. Please call with any questions.

Sincerely,

*Nicholas Varcoe*

Nicholas Varcoe

Customer Service Representative

Satcom Direct Communications, Inc.

<sup>1</sup>Due to the sensitive nature of Government satellite use all monthly contracts will move to "month to month" invoicing at the end of their contract which will include monthly service and all calling charges unless Satcom Direct Communications is contacted to terminate service or a new contract is received. Please note that reactivation requires a \$220 fee **PER DEVICE**.

<sup>2</sup>All government purchase orders for monthly service must include a separate funding line to cover all use above the included minutes per plan during the life of the contract.

<sup>3</sup>Included minutes per month do not include calls to other MSS (other Satellite) carriers. After included minutes are used you will be billed at the airtime rates listed above.

<sup>4</sup>All calls to other MSS Carriers while using Iridium Prepaid cards will see a deduction of 9 minutes for each minute used. Prepaid plans will not be useable once minutes have been completely depleted or expired. You must contact Satcom Direct Communications to refresh your prepaid account before the card expiration date to avoid loss of minutes. All Prepaid services are non-refundable.

<sup>5</sup>Once an invoice moves to 90 days past due, Satcom Direct Communications reserves the right to notify the customer of service termination and can cancel the contract at any time. Remaining funds in the account will first be applied to the remaining account balance and an invoice for any remaining money owed will be set to the end user for payment



## BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

**DATE:** March 6, 2018  
**TO:** Honorable Chairman and Distinguished Members of the Board  
**FROM:** Jeff Littrell  
**SUBJECT:** Satellite Communications; Contract Termination and Consolidation of services  
**DEPARTMENT:** Water and Sewer  
**BCC DISTRICT:** All

---

**STATEMENT OF ISSUE:** Okaloosa County Water & Sewer (OCWS) is requesting Board of County Commissioner (BCC) approval to terminate contract # C16-2383-WS, Mackay Communications and consolidate satellite phone communications services with Satcom Direct Communications, contract C17-2623-PS.

**BACKGROUND:** OCWS currently contracts satellite phone communications services with Mackay Communications for a total of 15 units at an annual cost of \$10,245.60. OCWS is requesting approval to terminate contract C16-2383-WS and consolidate satellite communications services w/Satcom Direct Communications. Per the "Terms and Conditions" of the existing contract with Mackay Communications, a 30 day notice of termination (attached) is required, as well as an early termination charge of no more than \$99.00/unit.

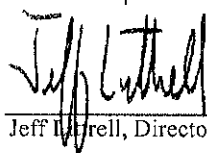
Public Safety recently procured a satellite phone communications contract (C17-2623-PS) with Satcom Direct Communications. OCWS staff intends to utilize the new contract with Satcom Direct for the provision of satellite phone communications services. Consolidation of satellite phone communications services would provide OCWS an annual savings of approximately \$2,200.00, excluding the early termination fee (\$99.00/unit) and new service activation fee (\$20.00/unit)

**FUNDING SOURCE, (If Applicable):**

Department # 4101  
Account # 541010  
Amount \$ 8,100.00

**OPTIONS:** Approve or deny

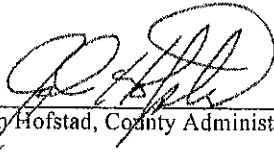
**RECOMMENDATIONS:** OCWS recommends BCC approval to terminate the existing contract C16-2383-WS, Mackay Communications and consolidate satellite phone communication services with Satcom Direct Communications, contract # C17-2623-PS.

  
Jeff Littrell, Director

2/27/2018

**RECOMMENDED BY:**

**APPROVED BY:**

  
\_\_\_\_\_  
John Hofstad, County Administrator 2/28/2018



SATCO-1

OP ID: 15

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
09/27/2017

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> 386-252-9601 Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 Michael Pyle		<b>CONTACT NAME:</b> COURTNEY CROWN <b>PHONE (A/C, No, Ext):</b> 386-252-9601 <b>FAX (A/C, No):</b> 386-239-5729 <b>E-MAIL ADDRESS:</b> CCROWN@BBDAYTONA.COM	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Valley Forge Ins Co	<b>NAIC #</b> 20508
		<b>INSURER B:</b> Continental Ins Co	<b>35289</b>
		<b>INSURER C:</b> Praetorian Insurance Company	<b>37257</b>
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**INSURED** SATCOM DIRECT, INC.  
SATCOM DIRECT COMMUNICATIONS, INC.  
1050 SATCOM LANE  
MELBOURNE, FL 32940

**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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6014919880	08/13/2017	08/13/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6018584002	08/13/2017	08/13/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6018584047	08/13/2017	08/13/2018	EACH OCCURRENCE	\$ 25,000,000
							AGGREGATE	\$ 25,000,000
								\$
C	<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	AWC8500431	08/13/2017	08/13/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may

**Contract # C17-2623-PS**  
**SATCOM DIRECT COMMUNICATIONS, INC**  
**SATCOM SUPPORT FOR HANDHELD PHONES**  
**EXPIRES: 09/19/2020 W/2 1 YR RENEWALS**

**CERTIFICATE HOLDER**

OKALC12

OKALOOSA COUNTY  
 PURCHASING DEPARTMENT  
 5479A OLD BETHEL ROAD  
 CRESTVIEW, FL 32536

**CANCELLATION**

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

Username  
  
[Forgot Username?](#)

Password  
  
[Forgot Password?](#)

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

# Search Results

**Current Search Terms: satcom\* direct\* communications\* inc.\***

Your search for "satcom\* direct\* communications\* inc.\*" returned the following results..

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

## Glossary

Entity	<b>SATCOM DIRECT COMMUNICATIONS, INC.</b>	Status: <b>Active</b> <input type="checkbox"/>
DUNS: <b>141315924</b>	CAGE Code: <b>3VWA4</b>	<input type="button" value="View Details"/>
Has Active Exclusion?: <b>No</b>	DoDAAC:	
Expiration Date: <b>06/02/2018</b>	Debt Subject to Offset? <b>No</b>	
Purpose of Registration: <b>All Awards</b>		

[Search](#)

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[Entity](#)

[Exclusion](#)

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[By Record Status](#)

[By Record Type](#)



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- Privacy Policy
- FAPIS.gov
- GSA.gov/IAE
- GSA.gov
- USA.gov

IBM vL.P.2.20170623-1606

WWW5

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.

# CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>T310</u>	Tracking Number: <u>228017</u>
Contractor/Lessee Name: <u>SatCom Direct</u>	Grant Funded: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Purpose: <u>SAT com support for handheld phones</u>	
Date/Term: <u>3yrs w/ 1yr renewal</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>13,985.00 annually</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>PS</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Henderson</u>	
Document has been reviewed and includes any attachments or exhibits.	

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

<b>Risk Management Review</b>	
Approved as written:	
<u>Krystal King</u>	Date: <u>8-7-5-17</u>
Risk Manager or designee	Laura Porter or Krystal King

<b>County Attorney Review</b>	
Approved as written: <u>see above attached</u>	
_____	Date: <u>8-21-17</u>
County Attorney	Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

<b>Contracts &amp; Grants</b>	
Document has been received:	
_____	Date: _____
Contracts & Grants Manager	

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Monday, August 21, 2017 9:33 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: ITQ 31-17 and ITQ 35-17

This is approved for legal purposes. However, before sending back to Satcom it needs to be looked at and reformatted, because there is some strange spacing throughout the document. That being said, I do not need to see this again unless Satcom changes something in the agreement.

---

**From:** DeRita Mason [<mailto:dmason@co.okaloosa.fl.us>]  
**Sent:** Monday, August 21, 2017 9:40 AM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** RE: ITQ 31-17 and ITQ 35-17

Revised Contract

---

**From:** Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]  
**Sent:** Monday, August 21, 2017 8:37 AM  
**To:** DeRita Mason <[dmason@co.okaloosa.fl.us](mailto:dmason@co.okaloosa.fl.us)>  
**Cc:** Lynn Hoshihara <[lhoshihara@co.okaloosa.fl.us](mailto:lhoshihara@co.okaloosa.fl.us)>  
**Subject:** RE: ITQ 31-17 and ITQ 35-17

Just take it out, because our standard language for a lease has no relevance to that tax language in the contract.

---

**From:** DeRita Mason [<mailto:dmason@co.okaloosa.fl.us>]  
**Sent:** Monday, August 21, 2017 9:32 AM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** RE: ITQ 31-17 and ITQ 35-17

Greg would like to remove the tax part because we are exempt from paying taxes. Should I just put in our standard lease language?

---

**From:** Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]  
**Sent:** Thursday, August 17, 2017 1:00 PM  
**To:** DeRita Mason <[dmason@co.okaloosa.fl.us](mailto:dmason@co.okaloosa.fl.us)>  
**Cc:** Lynn Hoshihara <[lhoshihara@co.okaloosa.fl.us](mailto:lhoshihara@co.okaloosa.fl.us)>  
**Subject:** RE: ITQ 31-17 and ITQ 35-17

DeRita:

Attached are my revisions to the latest draft. There are comments in their too that are specifically for you to look at. As such, please do not send out to the other side until you have looked at all revisions and answered the questions in the comment section and gotten back to me on it.



## NOTICE OF AWARD

**TO: Satcom Direct Communications, Incorporated (SDC)**  
1050 Satcome Lane  
Melbourne, FL 32940

PROJECT: SAT COM Support for Handheld Phones

DESCRIPTION: ITQ PS 35-17

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

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

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

Dated this 15<sup>th</sup> day of September, 2017

**OWNER – OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS**

BY:  TITLE Purchasing Director  
Greg Kisela

### ACCEPTANCE OF NOTICE

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

BY: Satcom Direct Communications

This the 22<sup>nd</sup> day of August, 2017.

BY: 

Title: 



Contract # C17-2623-PS  
SATCOM DIRECT COMMUNICATIONS, INC  
SATCOM SUPPORT FOR HANDHELD PHONES  
EXPIRES: 09/19/2020 W/2 1 YR RENEWALS

**CONTRACT**

This agreement is entered this 20th day of September, 2017, by and between Okaloosa County, Florida (“Customer” or “County”) and Satcom Direct Communications, Inc. (“SD” or “Company”).

**WITNESSETH:**

WHEREAS, Okaloosa County, Florida agrees to purchase and Satcom Direct Communications, Inc. agrees to sell Iridium telephone airtime in amounts and on terms and conditions set forth in this contract (the “Contract”); and

WHEREAS, the Contract results from the County’s award to the Company under the following Request for Quote issued by the County:

SUBJECT: IT Q-PS-35-17  
REFERENCE: 20170526OK

Now therefore, in consideration of the foregoing, the parties agree as follows:

Incorporation of documents:

ITQ- PS-31-17 and SD’s submittal are incorporated herein by reference and attached hereto as Exhibit “A”.

Company contact information:

COMPANY: Satcom Direct Communications,  
Incorporated (SDC) ADDRESS: 1050 Satcom Lane,  
Melbourne FL 32940  
POC: Kylee Parrott  
CONTACT TELEPHONE: 321-777-0771  
EMAIL: [iparrott@satcomdirect.com](mailto:iparrott@satcomdirect.com)  
FACSIMILE: 321-777-3702  
DUNS: 141315924  
GSA : GS-35F-0221R  
REMIT ADDRESS: Satcom Direct Communications, Inc., P.O. Box 75038 Baltimore, MD 21275-5038

CERTIFIED A TRUE  
AND CORRECT COPY  
JD PEACOCK II  
CLERK CIRCUIT COURT  
BY Mary S. Carson  
CLERK  
DATE Sept 26, 2017





Pricing:

Yearly Costs of Monthly Service	Per Unit	Units	Total
Monthly Service - Includes 10 minutes of Voice and Data per month	\$539.40	25	\$13,485.00
Total airtime usage allotment for overage costs and usage <u>Airtime Billing Rates -Per Minute</u> <input type="checkbox"/> Iridium > PSTN (Iridium to Fixed/Cellular)- \$1.40 <input type="checkbox"/> PSTN > Iridium (Fixed/Cellular to Iridium)- \$1.40 <input type="checkbox"/> Iridium > Iridium- \$0.94 <input type="checkbox"/> Iridium > non-Iridium sat phones (other MSS Carriers)- \$9.50 <input type="checkbox"/> Iridium Direct Internet Data Call- \$1.40 <input type="checkbox"/> Iridium RUDICS Call- \$0.83	To be included on Government PO		
Activation (Regular GSA Cost \$49.90)	\$20.00	25	\$500.00
Ground Shipping of SIM Cards (CONUS) DeRita Mason 5479A Old Bethel Rd. Crestview, FL			Included
<b>Total</b>			<b>\$13,985.00</b>



**TERMS AND CONDITIONS FOR USE AND SALE OF SERVICES AND EQUIPMENT  
EXCLUSIVELY FOR OKALOOSA COUNTY, FLORIDA**

The following terms and conditions ("Terms and Conditions") apply to end-users ("Customer(s)") using mobile satellite and/or terrestrial wireless communication, information, and related value-added services, including but not limited to Inmarsat®, Iridium®, ViaSat®, DirecTV® and SITAONAIR® services ("Services") and/or equipment ("Equipment") provided by Satcom Direct, Inc. d/b/a SD, Satcom Direct Communications, Inc., or their affiliates or operating subsidiaries (collectively, "SD"). These Terms and Conditions shall govern all of Customer's existing and future SD Services and/or Equipment, unless otherwise agreed to in writing by the Parties. SD and Customer are also referred to herein individually as a "Party" and jointly as the "Parties."

**1. PROVISION OF SERVICES AND EQUIPMENT BY SD.** (A) Customer shall request Services and/or Equipment hereunder by issuing to SD one or more proposed order(s), in the form provided or approved by SD, or via the electronic order entry system on SD's website. Upon SD's acceptance of a proposed order(s), such proposed order(s), shall be deemed an "Order" hereunder and shall, along with these Terms and Conditions, govern the provision by SD of Services and/or Equipment to Customer (the "Agreement"). There are no other oral or implied agreements, warranties or understandings, and from time to time, SD may, at its sole discretion, add, delete or modify the portfolio of Services and/or Equipment made available to Customer under these Terms and Conditions. (B) In the absence of a written or electronically submitted Order, Customer's verbal instruction or issuance to SD of a purchase order, work order, work ticket or other form of written order on Customer's standard form (collectively, "PO(s)") will constitute Customer's acceptance of SD Services and/or Equipment. If Customer issues a PO to SD for Services and/or Equipment, such PO will be treated as an administrative document only and will not add to, delete from, or change any of these Terms and Conditions. (C) Customer is responsible for notifying SD, in writing, of any request to permanently deactivate or temporarily suspend Services. Customer understands and agrees that such requests may take several days to complete and that Customer is responsible for payment of all charges incurred until Customer receives written confirmation from SD that the deactivation or suspension request has been completed, as well as any applicable early termination fees.

**2. USE OF SERVICES AND EQUIPMENT.** (A) **Additional Terms.** Use of Services and/or Equipment shall be in accordance with any additional terms and conditions that may be imposed by SD or a SD underlying Supplier including but not limited to: ViaSat®, Inmarsat®, Iridium®, SITAONAIR® and DirecTV® ("Suppliers"). These additional terms and conditions can be found at <https://www.satcomdirect.com/legal/>, are incorporated herein by reference and may be amended from time to time. (B) **Laws & Regulations.** Customer will use the Services and Equipment only in accordance with applicable U.S. and foreign rules, laws and regulations. Customer agrees to obtain, at Customer's sole expense, all necessary licenses, approvals, permits, consents and governmental authorizations that may be required for Customer's use of the Services and/or Equipment. Customer is solely responsible for determining and complying with the licensing requirements in any jurisdiction in which it is operating the Services and/or Equipment. No Services shall be used in, or Equipment imported into, any country where doing so is a violation of applicable U.S. law, and no Services shall be used by, or Equipment transferred to, any person or entity identified on the U.S. Specially Designated Nationals (SDN) List. Without limiting the foregoing, in no instance shall Services be used in, or Equipment imported into, the following countries without the express written consent of SD, which will only be provided upon a showing that the proposed use or importation is licensed or otherwise authorized by the applicable authority: Cuba, Iran, Syria, Sudan and North Korea. SD will not be held responsible for any operational restrictions, customs, license or permit fees required for operation of the Services and/or Equipment in the destination country. In addition, SD will have no responsibility for fines associated with terminal seizure nor for legal ramifications of using Equipment and/or Services in countries where doing so is prohibited. (C) **Abusive or Fraudulent Use.** Customer will be liable for all use or misuse of the Services and/or Equipment hereunder, irrespective of whether such use or misuse was authorized, fraudulent or otherwise. Customer will not use the Services or Equipment in an abusive or fraudulent manner, including, but not limited to the following actions: (i) accessing or attempting to access Services by using an unauthorized device or by



tampering with or altering Equipment; (ii) obtaining or attempting to obtain permission to use Services or Equipment by providing false or misleading information; (iii) obtaining Services or Equipment without having the intent to pay charges incurred; (iv) using Services or Equipment to further unlawful activity; (v) using Services or Equipment to make obscene or illegal communications, to impersonate another person with fraudulent or malicious intent or to call another person so frequently or at such times of day or in any other manner with the intended effect of annoying, threatening or harassing such other persons; or (vi) using Services or Equipment in a manner that interferes unreasonably with use of Services or Equipment by one or more other SD customers.

### **3. SERVICES TERMS AND CONDITIONS.**

**3.1 AVAILABILITY OF SERVICES.** (A) **In General.** THE SERVICES ARE PROVIDED ON AN "ON-DEMAND" BASIS AND ARE SUBJECT TO AVAILABILITY OF CAPACITY ON THE APPLICABLE SATELLITE OR TERRESTRIAL NETWORK. SERVICES MAY BE TEMPORARILY UNAVAILABLE OR LIMITED BECAUSE OF CAPACITY LIMITATIONS, EQUIPMENT OR NETWORK FAILURES OR LIMITATIONS, DISTRESS OR ANY OTHER EMERGENCY OR NATIONAL SECURITY PRE-EMPTION AS REQUIRED BY SD OR A SUPPLIER OR MAY BE TEMPORARILY INTERRUPTED OR CURTAILED DUE TO MODIFICATIONS, UPGRADES, REPAIRS OR SIMILAR ACTIVITIES OF A SUPPLIER. SD HAS NO LIABILITY FOR ANY SUCH UNAVAILABILITY OR MALFUNCTION. THE SERVICES DO NOT GUARANTEE 911 OR OTHER EMERGENCY RESPONSE CAPABILITIES. Customer is responsible for making such provision as may be required by law or good safety practices for transmission of priority or distress communications through facilities other than the Services. (B) **Use Limits and Network Management.** SD automatically measures and monitors network performance and performance of Customer's Internet connection. Due to capacity limitations and shared use of the networks used to deliver the Services, SD may prioritize, restrict, or set limits (such as bandwidth allocations, or limits on types of content accessed or transferred) on Customer's use of the Services for certain applications. In times of heavy network usage, this may impact the functioning of high bandwidth applications. As with any mobile broadband network, speed may vary due to Customer's device, atmospheric conditions, terrain, network capacity, and location. Content, file sharing or multiplayer gaming requiring high bandwidth, such as VoIP, streaming audio and video and file sharing, are given a lower priority and at times may be blocked or not work consistently. Except as described herein, SD will manage its network in a manner that does not discriminate based on a website's content or its provider and that is source- and content- neutral whenever reasonably possible to do so. (C) **SD Monitoring.** SD may access and record information about Customer equipment, settings and software in order to provide customized technical support. Customer agrees to permit SD to access and record such data for the purposes described herein. SD shall further have the right, but not the obligation, to monitor Internet traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including, without limitation, Spam, virus, and adult language sniffers and filters), in order to determine compliance with this Agreement and any operating rules established by SD. (D) **Service Coverage.** Service coverage maps are available at SD's website: [www.satcomdirect.com](http://www.satcomdirect.com). SD disclaims any liability for any inaccuracies in such maps. Actual Service coverage, speeds, locations, and quality may vary. (E) **Additional Use Limits.** To assist in managing Customer's Service use and associated charges, Customer may elect to utilize SD's SkyShield data filtering service, which restricts, limits or blocks specific content. Generally, SkyShield always blocks access to the following: VPN, software application updates, operating system updates, social media websites, streaming video, streaming music, VoIP, and online gaming. Customer confirms that a SD sales representative has talked to Customer about the specific content that will be restricted, limited or blocked. Customer is responsible for notifying SD, in writing, of any request to make changes to what content is restricted, limited or blocked. SkyShield is not effective while Customer is using its VPN.

**3.2 EQUIPMENT COMPATIBILITY.** Customer is solely responsible for ensuring Customer's equipment is compatible with the Services, paying any fees or charges associated with use of Customer's equipment, and obtaining, installing, configuring, and maintaining suitable equipment and software, including any necessary system or software upgrades, patches or other fixes, that are or may become necessary to access the Services and to operate equipment.



**3.3 DATA MANAGEMENT AND SECURITY.** (A) Customer is responsible for managing Customer's data, including but not limited to, back-up and restoration of data, erasing data from disk space Customer controls and changing data on or settings for Customer equipment. SD is not responsible for the loss of Customer's data or for the back-up or restoration of Customer's data. (B) Customer is responsible for developing and maintaining any security procedures Customer deems appropriate, such as logon security and data encryption, User ID, alias, and password on Equipment and Customer equipment. SD is not responsible in the event that any party changes the information on Customer's account, including without limitation, Customer's alias, User ID, password, or security information. SD **STRONGLY RECOMMENDS THE USE (AND APPROPRIATE UPDATING) OF PASSWORDS, COMMERCIAL ANTI-VIRUS, FIREWALL, AND ANTI-SPY SOFTWARE, AS WELL AS THE USE OF ANTI-SPAM EMAIL SOFTWARE AND FREQUENT PATCHING OF ANY GENERAL USE SOFTWARE.** SD disclaims all liability for any damages that may occur as a result of spam or spam filters, viruses, spyware or any other type of malicious code or software.

**3.4 USE OF IP ADDRESS.** To enable provision of Services, SD may provide Customer with a static or dynamic IP address. IP addresses are a finite resource and SD must ensure the most efficient use of each address. Accordingly, Customer agrees that: (A) SD's assignment of a static IP address to Customer does not create any property rights in Customer to that IP address; (B) SD reserves the right, at any time, to request Customer provide justification, to SD's satisfaction, as to why Customer requires a static IP address assignment; (C) SD reserves the right to reclaim a static IP address from Customer and to assign Customer a different address, either static or dynamic. SD shall not be liable for any damage that may occur as a result of such action.

#### **4. EQUIPMENT TERMS AND CONDITIONS.**

**4.1 DELIVERY/TITLE/RISK OF LOSS.** Risk of loss in the Equipment will transfer upon delivery to Customer and delivery will take place when Equipment is shipped to Customer by SD. Customer will pay any costs incurred by SD to ship the Equipment to Customer's designated location, unless otherwise agreed upon by the Parties prior to shipment. Any additional delivery terms will be mutually agreed to in writing by SD and Customer. SD will use commercially reasonable efforts to comply with delivery terms requested by Customer. In no event will SD have any liability in connection with any shipment, nor will any carrier be deemed to be an agent of SD.

**4.2 PARTIAL SHIPMENTS.** Customer agrees to accept partial shipments unless otherwise specified in advance, particularly in cases where the Equipment is temporarily out of stock. In the event that ordered Equipment is not available, SD will maintain a backorder list compiled by date. As backordered Equipment is received from the underlying Supplier, SD will fill orders based on age of order. Customer is responsible for shipping charges for each partial shipment.

**4.3 TITLE.** (A) **Purchases.** Title to Equipment purchased by Customer will transfer from SD to Customer upon SD's receipt of the full sale price and any applicable taxes, fees, freight, and other charges. Until such time, Customer will keep Equipment that is owned by SD free from any liens, claims or encumbrances and will execute all such documents as may be reasonably required by SD to evidence or perfect its security interest. (B) **Rentals.** Title to Equipment rented by Customer will at all times remain with SD. At no time may Customer subject such Equipment to any form of lien or financial encumbrance, provide the Equipment as security or collateral to any third party, nor incur any financial obligation whatsoever on behalf of SD.

**4.4 INSPECTION & ACCEPTANCE.** Customer shall inspect or test the Equipment that has been tendered for acceptance within ten (10) days of delivery, after which time such Equipment will be deemed accepted by Customer. SD will repair or replace nonconforming Equipment at no increase in price.



**4.5 WARRANTY.** (A) Equipment sold by SD that does not bear the SD name is serviced and supported exclusively by its manufacturers in accordance with terms and conditions packaged with the Equipment. SD's Warranty does not apply to Equipment that is not SD-branded, even if packaged or sold with SD Equipment. Please contact the manufacturer directly for technical support and customer service. (B) Unless otherwise stated in the Order, SD warrants that new SD Equipment delivered to Customer will be free from defects in workmanship and material for a period of one (1) year (365 days) from date of delivery. All refurbished or used SD Equipment or accessories sold hereunder will be free from defects in workmanship and material for a period of thirty (30) days from date of delivery. All repairs covered by such warranty will be performed at no charge to Customer. For any repairs requested after the warranty period, SD will provide a quote for such repairs and if the quote is accepted and the work authorized by Customer, the repairs will be performed at Customer's expense. If in the event of a warranty claim and upon examination SD determines to its satisfaction that such equipment is defective in material or workmanship, SD will, at its sole option: (i) repair the Equipment so that it performs as set forth above, (ii) replace the nonconforming Equipment with Equipment that performs as set forth above, or (iii) if SD determines that neither of the foregoing is commercially reasonable upon return of the Equipment to SD, refund all sums paid by Customer to SD with respect to the nonconforming Equipment. The foregoing Equipment warranty is Customer's sole remedy in the event of a warranty claim. (C) All warranties offered by SD are "back-to-base" warranties, such that Customer will bear the transportation cost of returning any nonconforming or defective Equipment to SD's designated premises and also the transportation cost of returning the Equipment following a repair from SD's designated premises to Customer's premises. If Customer requires a SD technician to travel to Customer's location to perform warranty services, Customer is responsible for all costs associated with the travel including, but not limited to, transportation costs, living expenses, etc. SD will provide a written estimate of travel costs upon request. (D) The foregoing warranty does not extend to Equipment which is altered, improperly installed by a third party or which fails or is damaged after delivery due to accident, act of God, shipment or handling, or due to storage, operation, use, or maintenance in a manner or environment which does not conform to the Equipment manufacturer's instructions or specifications provided by SD at the time of delivery to Customer. (E) Subject to Section 4.3 above, SD warrants that title to all Equipment delivered to Customer under these Terms and Conditions will be free and clear of all liens, encumbrances, security interests, or other claims.

**4.6 REFUNDS/RESTOCKING FEES.** There will be no refunds for used Equipment returned to SD, except as provided in Section 4.5(B) (iii). If Customer returns unused Equipment to SD in its original package, in its original condition, and within thirty (30) days of delivery, SD will refund to Customer eighty five percent (85%) of the purchase price, the remaining fifteen percent (15%) of the purchase price representing a restocking fee. Customer will bear all shipment and insurance costs related to such return shipment. All Equipment must be returned to the SD facility as directed by SD.

**4.7 CANCELLATION OF CUSTOM ORDERS OR BLANKET ORDERS.** Customers desiring to cancel, in whole or in part, a custom or blanket order must notify SD of such request, in writing, any time prior to shipment. Upon written acceptance by SD of any such cancellation request, Customer shall be liable for all costs, expenses, and charges related to such order based upon the percentage of completion of all work performed through the date of acceptance of cancellation, the costs actually incurred by SD in relation to all materials purchased by SD for the related Equipment or systems, and all other production and material costs incurred by SD, including, without limitation, document setup, revision changes, tooling charges, stranded, excess material, and related procurement expenses, or as otherwise determined by SD. The foregoing costs shall also include charges for administrative expenses incurred in obtaining and stocking or restocking materials related to the Order in question, and any labor expenses associated with the custom or blanket order. Customer must receive written authorization from SD before any Order cancellation is approved, and such cancellation will be subject to the terms & fees outlined above.

**5. INTELLECTUAL PROPERTY.** Customer acknowledges and agrees that all intellectual property in the Services and/or Equipment and any underlying technology are owned by SD or SD's licensors. SD grants Customer a fully paid, non-exclusive, non-sublicensable and non-transferable license/sublicense to use such intellectual property solely as necessary to use the Services and/or Equipment in accordance with and during the term of this Agreement. Customer shall not assign, transfer, pledge, rent, share, copy or sublicense any of the intellectual property licensed under this Agreement and shall not reverse engineer, decompile, modify or create derivative works based on the Services and/or Equipment. All rights not expressly licensed are reserved.

**6. BILLING & PAYMENT.**

**6.1 PAYMENT FOR SERVICES AND EQUIPMENT.** (A) **Services.** SD will bill and Customer will pay SD for the Services provided by SD and for any other third party charges for which Customer has agreed with that third party to allow SD to bill. (B) **Equipment.** Unless otherwise agreed by SD, pre-payment of Equipment is required before Equipment is shipped. If pre-payment is not required, invoices for Equipment will be sent on or after the date of shipment and will include all applicable federal, state, provincial, local, and other taxes, fees and duties or other charges and amounts that may be levied upon the Equipment.

**6.2 PAYMENT TERMS.** (A) Customer shall pay all invoices within thirty (30) days of the date of invoice and in accordance with the instructions stated on the invoice unless otherwise agreed to by the Parties in writing. (B) Amounts not paid within thirty (30) days will be subject to SD's then-current late fee. (C) SD reserves the right to apply any amounts or credits SD owes Customer to any outstanding balances on any of Customer's SD accounts. (D) Customer will pay for any and all collection or litigation expenses, including reasonable legal fees, incurred by SD in collecting any late payments or late payment fees. (E) Customer shall pay an administrative fee of \$10 USD per month for the issuance of paper invoices. To avoid this fee, Customer may elect to receive electronic invoices, in PDF format, each month. SD e-Invoicing also allows Customers to pay invoices directly online by credit card.

**6.3 PRICING.** (A) All pricing will be in accordance with SD's then-current pricing or pricing provided to Customer in a written Order for the applicable Service and/or Equipment. SD reserves the right to revise such pricing from time to time. (B) Prices and availability of Equipment and Services are subject to change without notice. Errors will be corrected where discovered, and SD reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted and whether or not the order has been confirmed. SD shall have the right to issue adjustments to invoices after the date of any given invoice in the event of the discovery of errors or adjustments affecting such invoices. The right to issue adjustments shall be limited to eighteen (18) months after the date of any given invoice. SD shall, on discovery of any such error, notify Customer in writing within thirty (30) days of such discovery of the intention to make such adjustments.

**6.4 LIABILITY FOR DATA USAGE.** (A) Customer shall be fully liable for payment of any and all voice and data charges accrued through the use of Equipment or Customer's equipment. It is Customer's sole obligation and responsibility to ensure that all Equipment or Customer equipment and associated computer hardware and software are properly configured with respect to the Services being used and that only authorized users are permitted access to the Equipment or Customer equipment. (B) **SIM (Subscriber Identity Module) Card.** When signing up for certain Services, Customer will receive a SIM card that will give Customer access to Services. Any and all traffic (including voice and data) sent through Customer's SIM card will be considered provided to Customer.

**6.5 ADVANCE PAYMENTS.** Customer may be required to make an advance payment specified by SD for Services and/or Equipment. If Customer has made an advance payment and this Agreement is terminated, SD will refund to the Customer the amount of any advance payment less any charges (including, if applicable, a termination charge under Section 7.2(A)) due SD through the date of termination.





**6.6 CREDIT.** SD may require Customer to provide a third party guarantee, deposit, letter of credit, or other form of security deemed necessary by SD, in its sole discretion, to provide adequate assurance of payment. The provision of such third party guarantee, deposit, letter of credit, or other form of security does not relieve Customer of its payment obligations specified herein.

**6.7 METHODS OF PAYMENT.** Payment for all Equipment and/or Services must be made via check (fee of \$100 will be charged on returned checks), ACH, wire (Customer is responsible for all wiring fees), credit card (Master Card, VISA, American Express, or other credit cards as SD may designate from time to time), or as otherwise allowed by SD, payable in US dollars. SD reserves the right to assess a fee for initiating and processing Customer payment. SD may, but is not required to, accept partial payments from Customer. If Customer sends SD a check or other form of payment marked "payment in full" or otherwise labeled in restrictive endorsements, SD may accept it without losing any rights to collect all amounts owed by Customer under this Agreement.

**6.8 INVOICE INQUIRIES.** Customer must pay all invoiced amounts (even Disputed Amounts) when due. If any portion is in dispute, Customer must, within thirty (30) days of the date of the invoice containing such disputed amount, give written notice to SD of the amount it disputes ("Disputed Amount"), after which time such invoice will be deemed to be accepted by Customer, and shall include in such notice the specific details and reasons for disputing each item. Claims of unauthorized or unintended use, fraudulent use or any other misuse will not constitute a valid basis for dispute of an invoice. If the Disputed Amount is resolved in favor of SD, and Customer has not yet paid the Disputed Amount, late fees may also be assessed, if applicable, upon final determination of such dispute. SD will issue credits against amounts owing on subsequent invoices upon resolution of any disputed amounts in favor of Customer.

**6.9 UNINTENDED OR UNAUTHORIZED TRAFFIC/DATA CONNECTIONS.** Customer shall pay for any and all unintended traffic/data connections including but not limited to call, data or IP traffic generated from malware and/or viruses, Wi-Fi enabled devices, Unlicensed Mobile Access (UMA) devices, through equipment testing and connection, equipment failure, automatic software updates or background tasks, even if Customer was not the user and/or did not authorize use. **FOR FURTHER EXPLANATION SEE DOCUMENT ENTITLED "IMPORTANT NOTICE-UNINTENDED TRAFFIC/DATA CONNECTIONS"** at <http://www.satcomdirect.com/main/legal-notices/Important-Notice-Unintended-Traffic-Data-Connections>, which is incorporated herein by reference.

## **7. TERM OF AGREEMENT.**

**7.1 SERVICES PURCHASED UNDER THE PAY-AS-YOU-GO PAYMENT OPTION.** Services purchased under the Pay-As-You-Go payment option can be terminated at any time by either Party by providing written notice to the other Party. Upon termination, Customer will remain liable for all charges including, but not limited to, airtime and monthly access fees up to and including the last day of the billing period in which Customer receives written confirmation from SD that Customer's deactivation request has been completed.

**7.2 SERVICES PURCHASED UNDER A SERVICE/SUBSCRIPTION PLAN.** (A) Certain Services may be sold under a subscription/service plan, some of which may require minimum service term commitments ("Term"). Accordingly, termination of a subscription/service plan that specifies a Term prior to expiration of the Term will result in Customer being liable to pay SD a termination charge in the amount of the full contractual commitment of that specific subscription/service plan. For example, if Customer purchases a 2 year service plan at \$5,995/month and terminates service in the eighteenth (18) month, the termination charge will be \$35,970 (6 months times \$5,995). Customer acknowledges that the assessment of a termination charge is reasonable and is not a penalty, but rather constitutes liquidated damages. (B) The subscription/service plan under these Terms and Conditions shall be for three (3) years, with a maximum of two (2) one (1) year renewals. Exercising that option will be only after mutual agreement between the County and vendor. (C) Plan Changes. If Customer wishes to change their



service/subscription plan during its Term please contact a SD sales representative for available options. Changes to a service/subscription plan can only be made in writing between the Parties.

**8. DEFAULT AND TERMINATION.** (A) The occurrence or happening of any one or more of the following events will constitute an Event of Default if not remedied within ten (10) days after notice by the other party: (i) use of the Services or Equipment in any manner or for any purpose contrary to law; (ii) abuse or fraudulent use of the Services and/or Equipment; (iii) failure to make any payments due as invoiced; (iv) discovery by SD that any representation or warranty made by Customer in any document furnished by Customer to SD is incorrect; (v) breach or violation of any of these Terms and Conditions by either party; or (vi) commencement of any proceeding, whether voluntarily or involuntarily, relating to a party under any law relating to insolvency, bankruptcy or the protection of creditors' rights generally. (B) In an Event of Default, either party may, at its sole option and without in any way limiting any other rights and remedies it may have, suspend or terminate this Agreement and any other Agreements it has with the other party without notice. SD will bill Customer and Customer will pay SD, in accordance with Section 7, for all outstanding charges accrued up to and outstanding on the date of such termination. Customer will be liable for all costs and expenses incurred by SD due to default by a Customer. (C) Either party, may, with no liability whatsoever, suspend or terminate Services if lawfully ordered to cease operation of such Services by a state or federal court of law, or any other lawful federal, state or local governmental authority. If at any time during the Term of this Agreement any equipment, facilities, or property used by SD or its underlying Suppliers to provide the Services are taken for a public or quasi-public purpose by a lawful power or authority under the exercise of condemnation or eminent domain, SD will have the right, upon written notice to Customer to terminate the Services affected by the taking. (D) SD may also terminate Services in the event that a Supplier Contract (as defined in Section 13.1) for purchase of Services expires or it terminated, provided that termination of the Services will only be with respect to the Services provided pursuant to that Other Contract. (E) The rights of termination, restriction or suspension set forth in this Section are in addition to any other remedies available to the parties under this Agreement, or at law or in equity.

**9. DISCLAIMERS.** (A) THE SERVICES ARE PROVIDED "AS-IS" AND AS AVAILABLE. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH HEREIN, SD AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, AND NON-INFRINGEMENT. SD AND ITS SUPPLIERS MAKE NO WARRANTY THAT: (I) THE SERVICES AND/OR EQUIPMENT WILL MEET CUSTOMER REQUIREMENTS; (II) THE SERVICES WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE AND MALICIOUS CODE-FREE BASIS; OR (III) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES AND/OR EQUIPMENT WILL BE ACCURATE OR RELIABLE. EXCEPT FOR CERTAIN SERVICES AND EQUIPMENT SPECIFICALLY IDENTIFIED AS BEING OFFERED BY SD, SD DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES ON THE INTERNET, SOME OF WHICH MAY BE OFFENSIVE TO CUSTOMER. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ASSESSING AND EVALUATING THE COMPLETENESS, ACCURACY, AND USEFULNESS OF ALL SUCH MATERIALS, INFORMATION, EQUIPMENT, OR SERVICES. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, CONFIDENTIALITY, AND PRIVACY RISKS INHERENT IN WIRELESS COMMUNICATIONS AND TECHNOLOGY, AND SD MAKES NO ASSURANCES OR WARRANTIES RELATING TO SUCH RISKS. SD SHALL NOT BE LIABLE FOR, AND CUSTOMER ASSUMES ALL RISK OF, ANY ADVICE OR FAILURE TO PROVIDE ADVICE BY SD TO CUSTOMER REGARDING THE EQUIPMENT AND/OR SERVICES.

**10. INDEMNITY AND LIMITATION OF LIABILITY.** (A) THE FOLLOWING LIMITATIONS AND INDEMNITIES APPLY ONLY TO THE EXTENT ALLOWABLE UNDER APPLICABLE LAW. (B) CUSTOMER AGREES TO RELEASE, PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS SD AND SD'S



SUPPLIERS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, INSURERS, ASSIGNS, (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, ACTIONS, LOSSES, DAMAGES, DEMANDS, SUITS, ARISING OUT OF OR RELATING IN ANY WAY OR ALLEGED TO BE CAUSED BY ANY OF THE FOLLOWING: (I) CUSTOMER'S USE OR MISUSE OF THE EQUIPMENT AND/OR SERVICES; (II) CUSTOMER'S BREACH OF THESE TERMS AND CONDITIONS, EXCEPT TO THE EXTENT SUCH CLAIMS ARE BASED UPON THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF SD; (III) ANY CLAIMS OR ACTIONS FOR LIBEL, DEFAMATION, SLANDER, INVASION OF PRIVACY, PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT, OR THE VIOLATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, ARISING IN CONNECTION WITH CUSTOMER'S USE OR MISUSE OF THE SERVICES AND/OR EQUIPMENT; OR (IV) ANY CLAIM OR ACTION FOR PATENT INFRINGEMENT RESULTING FROM CUSTOMER'S USE (OR USE BY ANY OF ITS AFFILIATES) OF THE EQUIPMENT AND/OR SERVICES IN COMBINATION WITH EQUIPMENT, HARDWARE, SOFTWARE, SYSTEMS, CABLING, FACILITIES OR SERVICES NOT PROVIDED HEREUNDER BY SD. (C) THE TOTAL, AGGREGATE LIABILITY OF SD TO CUSTOMER (OR TO ANY AFFILIATE OF CUSTOMER) FOR ANY AND ALL CLAIMS WHATSOEVER RELATED TO THE EQUIPMENT AND/OR SERVICES OR THESE TERMS AND CONDITIONS FOR ANY CLAIMS WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, STRICT LIABILITY, PRODUCT LIABILITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, HOWSOEVER ARISING, WILL BE LIMITED TO DAMAGES PROVEN AS DIRECTLY ATTRIBUTABLE TO SD, THIS SECTION IN NO WAY AFFECTS ANY OF THE IMMUNITIES PROVIDED UNDER LAW TO CUSTOMER, INCLUDING, FLORIDA STATUTES SECTION 768.28. THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

SD SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICERS AND EMPLOYEES FROM LIABILITIES, DAMAGES, LOSSES, AND COSTS INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONAL WRONGFUL CONDUCT OF SD AND OTHER PERSONS EMPLOYED OR UTILIZED BY SD IN THE PERFORMANCE OF THIS AGREEMENT

## **11. DISPUTE RESOLUTION.**

**11.1 GOVERNING LAW & VENUE.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida, excluding any choice of law rule thereof that would direct the application of the laws of another jurisdiction. Any action based upon or arising out of this Agreement shall lie exclusively in the state courts located in Okaloosa County, Florida. Customer and SD each hereby irrevocably submit to the exclusive jurisdiction of such courts.

**12. CONFIDENTIAL INFORMATION / PRIVACY AND DATA PROTECTION.** (A) Unless Customer consents in writing, or disclosure is required by law, SD will keep confidential all information or data furnished by Customer or otherwise acquired by SD through performance. Such information will not be released by SD to anyone other than: (i) Customer; (ii) a person who in the reasonable judgment of SD is acting as an agent of Customer; (iii) to a Supplier or another communications carrier provided that the information is to be used for the provision of Services and/or Equipment and disclosure is made on a confidential basis with the information to be used solely for that purpose; (iv) as necessary to fulfill SD's obligations under this Agreement and disclosure is made on a confidential basis with the information to be used solely for that purpose; (v) a collection agent retained by SD to collect outstanding balances owed to SD by Customer; or (vi) as necessary to protect SD's rights or property, or to protect other Customers or Suppliers from fraudulent, abusive, or unlawful use of, or subscription to, the Services. Customer's data will be held and/or transferred in strict accordance with the applicable data protection laws, including the Federal Telecommunications Act, and Customer consent. Customer's privacy rights are more particularly described in the CPNI Rights notice available at <https://www.satcomdirect.com/main/legal-notices/cpni-rights.aspx>, which is incorporated



herein by reference. (B) Each party will comply fully with all applicable privacy and data protection laws and regulations, and will provide such assistance to the other party as is reasonably necessary to assist the other party in complying with such laws and regulations.

### **13. MISCELLANEOUS PROVISIONS.**

**13.1 SUPPLIER CONTRACTS.** SD's obligations under this Agreement are subject to the agreements under which SD purchases Services and/or Equipment from its Suppliers (each, a "Supplier Contract"). To the extent fulfillment of any obligation of this Agreement is not permissible or possible under a Supplier Contract, the Supplier Contract will prevail and such obligation will be suspended, terminated or modified to the extent required by the Supplier Contract. SD represents and warrants that it is not presently aware of any material respect in which this Agreement is inconsistent with a Supplier Contract.

**13.2 FORCE MAJEURE.** The parties will not be liable for any failure of performance hereunder due to causes beyond its reasonable control ("Force Majeure"), including, without limitation, acts of God, fire, explosion, satellite failure, vandalism, cable cut, storm or other catastrophes, national emergency, insurrections, riots, wars or strikes, lock-outs, severe weather, epidemics, earthquakes, floods, work stoppages or other labor disputes, or any law, order, regulation, direction, action or request of any government or authority or instrumentality thereof, or delay in delivery of Equipment, to the extent such delay is beyond the reasonable control of SD or Customer and other delays incurred for reasons beyond SD's reasonable control. SD's obligation to perform will be suspended for the duration of a period of Force Majeure and will resume as soon as reasonably possible, upon the cessation of the event of Force Majeure.

**13.3 WAIVER.** The waiver or failure of either Party to enforce any provision of this Agreement or to exercise any right or privilege hereunder, will not be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any provisions, rights or privileges hereunder.

**13.4 ASSIGNMENT.** SD may assign this Agreement and any rights and obligations hereunder to any third party without consent of or notice to Customer. Customer may not assign its rights or obligations hereunder without SD's prior written consent. This Agreement will inure to the benefit of, and will be binding on Customer's and SD's respective successors and permitted assigns.

**13.5 SEVERABILITY.** If any provision of this Agreement is declared invalid, illegal or unenforceable by a court or regulatory agency of competent jurisdiction, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. In the event that any such provision is declared invalid, illegal or unenforceable due to its scope, breadth or duration, then it will be modified to the scope, breadth or duration permitted by law and will continue to be fully enforceable as so modified. All provisions of this Agreement which would naturally survive its expiration or termination will so survive.

**13.6 NOTICE.** All notices, requests, demands and other communications hereunder will be effective upon delivery. Such notices will be in writing and will be sent by facsimile, email, nationally recognized overnight courier or delivered in person, addressed as set forth below. Either Party may, at any time, amend the below addresses for notice upon written notice to the other Party.



**If to SD:**

**For Customer Service**

Satcom Direct, Inc.  
1050 Satcom Lane  
Melbourne, FL 32940  
Attention: Customer Service Department  
Tel: +1-321-777-3000  
Fax: +1-321-777-3002  
Email: support@satcomdirect.com

**For Contract & Legal**

Satcom Direct, Inc.  
1050 Satcom Lane  
Melbourne, FL 32940  
Attention: Legal Department  
Tel: +1-321-777-3000  
Fax: +1-321-777-3002  
Email: legal@satcomdirect.com

**For Billing Inquiries**

Satcom Direct, Inc.  
1050 Satcom Lane  
Melbourne, FL 32940  
Attn: Accounting Dept.  
Tel: +1-321-777-3701  
Fax: +1-321-777-3002  
Email: accounting@  
@satcomdirect.com

**If to Customer:**

**For the County:**

Ken Wolfe-EM Coordinator  
Public Safety Department  
90 College Blvd, East  
Niceville, FL 32578  
Tel: 850-651-7150  
kwolfe@co.okaloosa.fl.us

**For the Purchasing Department:**

Okaloosa County Purchasing Department  
5479A Old Bethel Rd.  
Crestview, FL 32536  
Tel: 850-689-5960  
[dmason@co.okaloosa.fl.us](mailto:dmason@co.okaloosa.fl.us)

**13.7 FULL DISCLOSURE.** Customer has had the opportunity to review this Agreement and consult with an attorney or other person/entity of Customer's choosing for legal/professional advice prior to executing this Agreement. Further, Customer has fully informed itself of the contents, terms, conditions, and effects of this Agreement, has read the entire Agreement and fully understands all of the terms.

**13.8 ENTIRE AGREEMENT.** These Terms and Conditions constitute the entire agreement between SD and Customer relating to the subject matter hereof and supersedes all prior agreements between the Parties with respect to such subject matter. There are no other oral or implied agreements, warranties or understandings between SD and Customer with respect to such subject matter.

**13.9 NEW AND MODIFIED SD TERMS AND CONDITIONS.** Any modification to the terms and conditions shall be done by a written amendment approved by both parties.

**13.10 SIGNATURES.** The person signing or electronically accepting this Agreement on behalf of Customer (by clicking a box or otherwise) (A) agrees that his or her signature or electronic acceptance indicates Customer's unconditional acceptance of this Agreement; (B) represents that he or she is authorized to execute and deliver this Agreement; and (C) represents that this Agreement is binding upon Customer and no other signature is required to bind Customer.

**13.11 EFFECTIVE DATE.** These Terms and Conditions are effective as of June 2016, and will remain in effect unless modified, revoked or terminated by SD. Notwithstanding the foregoing, these Terms and Conditions will continue to govern the provision by SD and use by Customer of the Services and/or Equipment, unless otherwise amended and agreed upon in writing by the Parties.



**14.00 Incorporation of Documents.** The following documents are incorporated by reference into this Contract and are attached as Exhibit "A".

**Invitation to Quote & Acknowledgement Submittal for ITQ PS 35-17, Provide Sat Com Support for Handheld Phones, date of opening June 5, 2017 and any addendums thereto.**

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

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

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



subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **15.01 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).

### **15.02 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.

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

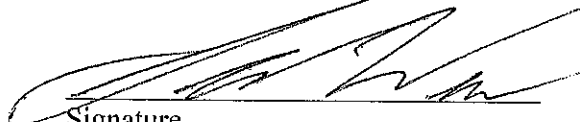
### **15.03 Occupational Safety and Health Act of 1970**

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.



IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

SATCOM DIRECT COMMUNICATIONS, INC.

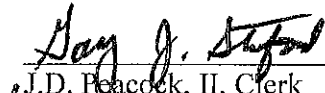
  
Signature

Sean Wavra  
Print Name

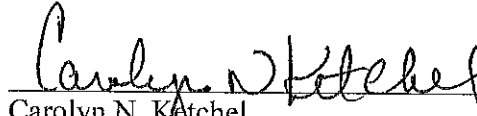
Date: 08/22/2017

ATTEST:

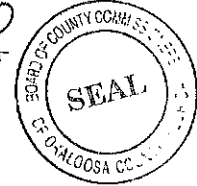
OKALOOSA COUNTY, FLORIDA

  
J.D. Peacock, II, Clerk



  
Carolyn N. Ketchel

Date: 9/20/2017





# EXHIBIT "A"

## INVITATION TO QUOTE & ACKNOWLEDGEMENT

**ITQ TITLE:**

SAT COM Support for  
Handheld Phones

**ITQ NUMBER:**

ITQ 35-17

**LAST DAY FOR QUESTIONS:**

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

**ITQ DUE DATE & TIME:**

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

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

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

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

COMPANY NAME Satcom Direct Communications, Incorporated (SDC)  
MAILING ADDRESS 1050 Satcom Lane  
CITY, STATE, ZIP Melbourne FL 32940  
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 20-0072919  
TELEPHONE NUMBER: 321-777-0771 EXT: \_\_\_\_\_ FAX: 321-777-3702  
EMAIL: lparrott@satcomdirect.com

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

AUTHORIZED SIGNATURE: LKP TYPED OR PRINTED NAME Loren Parrott  
TITLE: Land and Mobile GSA and Inventory Specialist DATE 06/23/2017

**NOTICE TO QUOTERS**  
**ITQ 35-17**

The Okaloosa County Board of County Commissioners requests quotes from respondents for SAT COM support for handheld phones. The County desires services of a qualified respondent with proven performance as outlined in the Quote Requirements section of this packet.

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

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

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

**All originals must have original signatures in blue ink.**

**All submittals shall be addressed as follows:**

**ITQ 35-17 SAT COM support for handheld phones**  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536

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

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

\_\_\_\_\_  
Greg Kisela

\_\_\_\_\_  
Date

Purchasing Director

OKALOOSA COUNTY

BOARD OF COUNTY COMMISSIONERS

Carolyn N. Ketchel

Chairman

## **QUOTE REQUIREMENTS**

### **SCOPE:**

Okaloosa County seeks annual satellite communications airtime for 25 Iridium phones. Vendor must be able to provide such airtime to Iridium phones Okaloosa County currently has in stock. Vendor shall provide airtime at a monthly discounted rate due to the phone will not be used except for disaster operations or annual testing to insure device operations. Vendor rate quote shall include all monthly charges and fees as required by law.

### **TERM:**

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

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

### **GRANT REQUIREMENTS:**

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

## **GENERAL SERVICES INSURANCE REQUIREMENTS**

REVISED: 02/09/16

### **RESPONDENT'S INSURANCE**

1. The Respondent shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Respondent.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Respondent.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

## **WORKERS' COMPENSATION INSURANCE**

1. The Respondent shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Respondent shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

## **BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE**

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

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

### **LIMITS OF LIABILITY**

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

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

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

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

### **INDEMNIFICATION & HOLD HARMLESS**

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

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

## **CERTIFICATE OF INSURANCE**

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 Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

## **GENERAL TERMS**

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

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

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

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

## **UMBRELLA INSURANCE**

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



## GENERAL SERVICES SPECIAL BID CONDITIONS

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

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

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

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

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

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

Default under previous contract.

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

#### 4. **AWARD OF CONTRACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
15. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.
16. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility

Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

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

17. **SUSPENSION OR TERMINATION BY OWNER FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
18. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.
19. **AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through three (3) years after the expiration of contract.
20. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
21. **NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
22. **UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

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

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

## DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE: 06/23/2017

SIGNATURE: LKP

COMPANY: Satcom Direct Communications, Incorporated (SDC)

NAME: Loren Parrott  
(Typed or Printed)

ADDRESS: 1050 Satcom Lane, Melbourne FL 32940

TITLE: GSA and Inventory Specialist

E-MAIL: lparrott@satcomdirect.com

PHONE NO.: 321-777-0771

## CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES: \_\_\_\_\_

NO:  \_\_\_\_\_

NAME(S)

POSITION(S)

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FIRM NAME:

\_\_\_\_\_

BY (PRINTED):

Loren Parrott

BY (SIGNATURE):

LKP

TITLE:

Land and Mobile Operations GSA and Inventory Specialist

ADDRESS:

1050 Satcom Lane, Melbourne FL 32940

PHONE NO.:

321-777-0771

E-MAIL:

lparrott@satcomdirect.com

DATE:

06/23/2017

## FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

I do not have the authority to authorize this request - that request would be authorized through our legal/ HR department- LKP

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

DATE:

\_\_\_\_\_

SIGNATURE:

\_\_\_\_\_

COMPANY:

\_\_\_\_\_

NAME:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TITLE:

\_\_\_\_\_

E-MAIL:

\_\_\_\_\_

PHONE NO.:

\_\_\_\_\_



## NO CONTACT CLAUSE

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

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

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

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

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

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

I LKP representing Satcom Direct Communications, Incorporated (SDC)  
Signature Company Name

On this 23 day of June 2016 hereby agree to abide by the County's "No Contact Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

The only contact that will be made will be in reference to invoices or the account usage. LKP

## RECYCLED CONTENT FORM

### RECYCLED CONTENT INFORMATION

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

Product Description: Phone made by Iridium LLC. Material unknown

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

Yes \_\_\_\_\_ No \_\_\_\_\_

Specify: Product shipped in cardboard boxes

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

Yes \_\_\_\_\_ No \_\_\_\_\_

Specify: Phone made by Iridium LLC. Material unknown. Phone sold to our users.

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

Name of Respondent: Loren Parrott

Email: lparrott@satcomdirect.com

## INDEMNIFICATION AND HOLD HARMLESS

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

I do not have the authority to authorize this request - that request would be authorized through our legal/ HR department- *LKP*

\_\_\_\_\_  
Respondent's Company Name

\_\_\_\_\_  
Authorized Signature – Manual

\_\_\_\_\_  
Physical Address

\_\_\_\_\_  
Authorized Signature – Typed

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
FAX Number

\_\_\_\_\_  
Cellular Number

\_\_\_\_\_  
After-Hours Number(s)

\_\_\_\_\_  
Date

## COMPANY DATA

Respondent's Company Name: Satcom Direct Communications, Incorporated (SDC)

Physical Address & Phone #: 1050 Satcom Lane, Melbourne FL 32940

Contact Person (Typed-Printed): Loren Parrott

Phone #: 321-777-0771

Cell #: 321-777-0771

Email: lparrott@satcomdirect.com

Federal ID or SS #: DUNS: 141315924 GSA : GS-35F-0221R TIN#20-0072919

DUNNS#: \_\_\_\_\_

Respondent's License #: \_\_\_\_\_

Fax #: 321-777-3702

Emergency #'s After Hours,  
Weekends & Holidays: 321-777-0771

**LIST OF REFERENCES**

1. Owner's Name & Address:

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Contact Person:

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Telephone: (       )

Email:

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2. Owner's Name & Address:

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Contact Person:

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Telephone: (       )

Email:

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3. Owner's Name & Address:

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Contact Person:

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Telephone: (       )

Email:

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## ADDENDUM ACKNOWLEDGEMENT

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

ADDENDUM NO.

DATE

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

## ADDENDUM 1

ITQ PS 35-17

### SATCOM SUPPORT FOR HANDHELD PHONES

This addendum answers the following questions:

1. Do you want us to quote service for one month or for one year? Do you currently have service on the phones? If yes, do you realize that by switching providers you will need to swap out SIM cards and will be assigned new satellite phone numbers?

We want the quote per year just as stated in the quote request we do not want to purchase any additional equipment this would include SIM cards unless there is a substantial savings on service. The phones also are not used unless there is a disaster requiring such use. We test them every so often but like I stated they are not used daily. New phone numbers is not a big issue just have to reassign per user on our side

## QUOTE SHEET

**Quote Number:** ITQ 35-17

**Quote Description:** SAT COM support for handheld phones

**Quote:** Monthly price for phone service and all fees that might apply: \$ \$44.95 Monthly Per line

**Remarks:** Airtime Billing Rates -Per Minute

1. Iridium > PSTN (Iridium to Fixed/Cellular)- \$1.40 2. PSTN > Iridium (Fixed/Cellular to Iridium)- \$1.40 3. Iridium > Iridium- \$0.94  
4. Iridium > non-Iridium sat phones (other MSS Carriers)- \$9.50 5. Iridium Direct Internet Data Call- \$1.40  
6. Iridium RUDICS Call- \$0.83 7. Voice Mail- Unlimited Activation Fee- \$20.00 per line

**ANTI-COLLUSION STATEMENT:** The below signed respondent has not divulged to, discussed, or compared his quote with other respondents, and has not colluded with any other respondent or parties to quote whatever. Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from respondent list(s). \*\*See Quote# 20170526OK for yearly break down

Satcom Direct Communications, Incorporated (SDC)

Quoter's Company Name

LKP

Authorized Signature

Loren Parrot

Authorized Signature (printed)

1050 Satcom Lane, Melbourne FL 32940

Address

Title

321-777-0771

Phone Number

321-777-3702

Fax Number

20-0072919

Federal ID or SS Number

lparrott@satcomdirect.com

Email Address

06/23/2017

Date Submitted



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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

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

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

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

\_\_\_\_\_  
Printed Name and Title of Authorized Representative:

\_\_\_\_\_  
Signature:

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

## GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

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

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

Florida Department of Management Services (Office of Supplier Diversity)

Florida Department of Transportation

Minority Business Development Center in most large cities and

Local Government M/DBE programs in many large counties and cities

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

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

by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

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

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

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

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

16. **Record Retention:**

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

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

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

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

19. **Safeguarding Personal Identifiable Information**

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

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

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

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

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

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

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

DATE: 06/23/2017

SIGNATURE: LKP

COMPANY: Satcom Direct Communications, Incorporated (SDC)

NAME: Loren Parrott

ADDRESS: 1050 Satcom Lane, Melbourne FL 32940

TITLE: Land and Mobile Operations GSA and Inventory Specialist

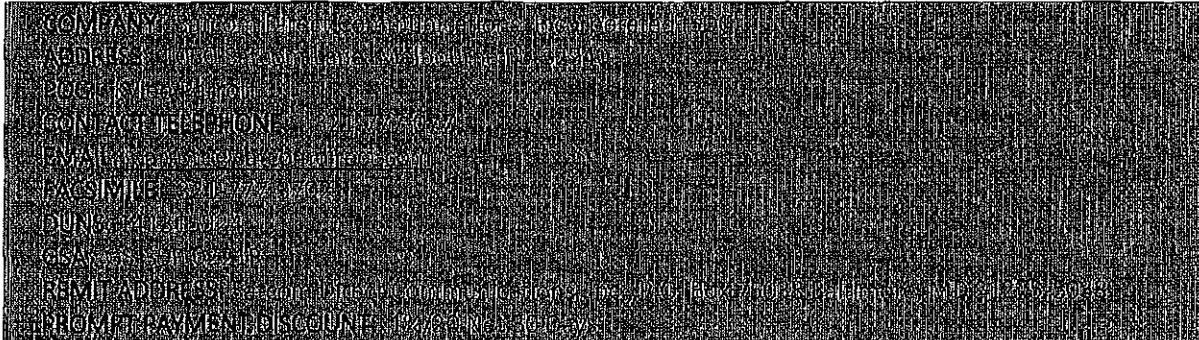
E-MAIL: lparrott@satcomdirect.com

PHONE NO.: 321-777-0771



May 26, 2017

Attn: Okaloosa County  
 Mr. Nathaniel Hooks, Purchasing Specialist  
[nhooks@co.okaloosa.fl.us](mailto:nhooks@co.okaloosa.fl.us)  
 SUBJECT: RFQ-PS-35-17  
 REFERENCE: 20170526OK



Satcom Direct Communications, Inc. is pleased to offer the following quotation

Year/Units of Monthly Service	Per Unit	Units	Total
<b>Monthly Service - Includes 10 minutes of Voice and Data per month</b> \$44.95 x 12 months = \$539.40 for 1-year service per line	\$539.40	25	\$13,485.00
<b>Total airtime usage allotment for overage costs and usage</b> <u>Airtime Billing Rates -Per Minute</u> <ul style="list-style-type: none"> <li>• Iridium &gt; PSTN (Iridium to Fixed/Cellular)- \$1.40</li> <li>• PSTN &gt; Iridium (Fixed/Cellular to Iridium)- \$1.40</li> <li>• Iridium &gt; Iridium- \$0.94</li> <li>• Iridium &gt; non-Iridium sat phones (other MSS Carriers)- \$9.50</li> <li>• Iridium Direct Internet Data Call- \$1.40</li> <li>• Iridium RUDICS Call- \$0.83</li> <li>• Voice Mail- Unlimited</li> </ul>	To be included on Government PO		
<b>Activation</b> (Regular GSA Cost \$49.90)	\$20.00	25	\$500.00
<b>Ground Shipping of SIM Cards (CONUS)</b> DeRita Mason 5479A Old Bethel Rd. Crestview, FL 32536			Included
<b>Total</b>			<b>\$13,985.00</b>





Quote in reference to: RFQPS3517

Document Number:	RFQ-PS 35-17
Requisition Number:	
Deadline:	6/5/2017 4:00:00 PM C.D.T.
Title of Notice:	BAT COM Support for Handheld Phones
Buyer Name:	Mr. Nathaniel Hooks, Purchasing Specialist
Buyer Telephone:	(850) 689 - 5960
Buyer Email:	nhooks@co.okaloosa.fl.us

Line Item #1	Quantity: 1	UOM: DOLLAR
Specs for #1:	Okaloosa County seeks annual satellite communications airtime for 25 Iridium phones. Vendor must be able to provide such airtime to Iridium phones Okaloosa County currently has in stock. Vendor shall provide airtime at a monthly discounted rate due to the phone will not be used except for disaster operations or annual testing to insure device operations. Vendor rate quote shall include all monthly charges and fees as required by law. <b>Brand Preference: Not Applicable - Service Item</b>	
Delivery Info	DeRita Mason 5479A Old Bethel Rd.  Crestview, FL 32536	

**GSA Monthly Service Plan Rates<sup>1</sup>**

Service	Per Month
Monthly Service <sup>2</sup> - Includes 10 minutes of Voice and data <sup>3</sup>	\$44.95
SMS Text Message Service (per 160-character message)	\$0.45

**GSA Iridium Service Charges**

Service	Per Month
Activation (One Time)	\$49.90
Reactivation Fee	\$200.00
U.S Based Global One Number™ (Monthly)	\$4.00
International Based Global One Number™ (Monthly)	\$6.00
Airtime Billing Rates	
Iridium - PSTN (Iridium to Fixed/Cellular)	\$1.40
PSTN - Iridium (Fixed/Cellular to Iridium)	\$1.40
Iridium - Iridium	\$0.94
Iridium - non-Iridium sat phones (other MSS Carriers)	\$9.50
Iridium Direct Internet Data Call	\$1.40
Iridium RUDICS Call	\$0.83
Voice Mail	Unlimited



### Value Added Benefits

- **No Monthly Contracts** – Cancel any time without penalty
- **Information at your fingertips!** - Access your phones account information anytime online via Satcom Simple®
- **Satcom Directs Patented 10-digit dialing system** – Satcom Direct's Global One Number™ is an exclusive service for simple one-step dialing, giving each phone its own 10-digit phone number with an area code of your choosing! International numbers are also available!
- **Short Messaging Service (SMS)** - Exchange text messages via email, cell phones, and other Iridium handhelds
- **Free 24/7 Technical Support** - Dial 7777, Green key to reach Satcom Direct Communications®, a Tier One Service Provider for Iridium

Satcom Direct Communications, Inc. provides organizations around the globe with easy and reliable satellite communications services via Iridium and Inmarsat networks. The Fortune 500 has selected us as a partner for our customized solutions, technical expertise, and unparalleled customer support. Our distinctive methodologies, processes, and professional resources focus on improving performance, increasing profitability, and reducing operational costs of satellite communications service and equipment. We offer 24/7 customer service to support questions, assist with troubleshooting and provide our customers with a total solution service. Please visit our websites, [www.satcomdirect.com](http://www.satcomdirect.com) and [www.satcomstore.com](http://www.satcomstore.com) for up to date information regarding our new technologies and equipment. This quote is valid for 90 days. Please call with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kylee Parrott', with a horizontal line extending to the right.

**Kylee Parrott**

*Land and Mobile Operations GSA and Inventory Specialist*  
Satcom Direct – Land/Mobile Operations Department

<sup>1</sup>Due to the sensitive nature of Government satellite use all monthly contracts will move to "month to month" invoicing at the end of their contract which will include monthly service and all calling charges unless Satcom Direct Communications is contacted to terminate service or a new contract is received. Please note that reactivation requires a \$200 fee PER DEVICE.  
<sup>2</sup>All government purchase orders for monthly service must include a separate funding line to cover all use above the included minutes per plan during the life of the contract.

<sup>3</sup>Included minutes per month do not include calls to other MSS (other Satellite) carriers. After included minutes are used you will be billed at the airtime rates listed above.

<sup>4</sup>All calls to other MSS Carriers while using Iridium Prepaid cards will see a deduction of 9 minutes for each minute used. Prepaid plans will not be useable once minutes have been completely depleted or expired. You must contact Satcom Direct Communications to refresh your prepaid account before the card expiration date to avoid loss of minutes. All Prepaid services are non-refundable.