

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/16/2020

Contract/Lease Control #: C21-3031-IT

Procurement#: ITB IT 05-21

Contract/Lease Type: AGREEMENT

Award To/Lessee: LEK TECHNOLOGY GROUP, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/15/2020

Expiration Date: 12/14/2023 W/2 1 YR RENEWALS

Description of: TELECOMMUNICATIONS MAINT FOR OKALOOSA COUNTY

Department: IT

Department Monitor: SAMBENEDETTO

Monitor's Telephone #: 850-651-7570

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

Closed:

Cc: BCC RECORDS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/2/2020

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MK Insurance An ISU Network Member P O Box 1597 Birmingham AL 35201		CONTACT NAME: Susana LaMantia PHONE (A/C No. Ext): (205) 822-7413 FAX (A/C No.): (205) 314-2071 E-MAIL ADDRESS: slamantia@mkinsure.com	
INSURED LEK Technology Group LLC 178 Medical Center Drive Prattville AL 36066		INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Ins Co NAIC # 20508 INSURER B: American Casualty Co 20427 INSURER C: Continental Casualty Co 35289 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL20111205856

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		6025429427	11/14/2020	11/14/2021	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							EPL & Fiduciary Liability \$ 10,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			6025355751	11/14/2020	11/14/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Medical Exp \$ 5,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			6025430786	11/14/2020	11/14/2021	EACH OCCURRENCE \$ 3,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	6025430772	11/14/2020	11/14/2021	<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 BCC is Additional Insured for General Liability when required by written contract subject to policy forms, terms and conditions. Waiver of Subrogation is included for Workers Compensation when required by written contract subject to policy forms, terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

dmason@myokaloosa.com Okaloosa County BCC 5479A Old Bethel Road Crestview, FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Greg Mikos/SLAMAN <i>Greg Mikos</i>
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**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: <u>05-21</u>		Tracking Number: <u>4180-20</u>	
Procurement/Contractor/Lessee Name: <u>CEK</u>		Grant Funded: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
Purpose: <u>Telecommunications main fiber optic</u>			
Date/Term: <u>3 yrs 2 1/2 yr renewals</u>		1. <input checked="" type="checkbox"/> GREATER THAN \$100,000	
Department #: <u>> multiple</u>		2. <input type="checkbox"/> GREATER THAN \$50,000	
Account #: _____		3. <input type="checkbox"/> \$50,000 OR LESS	
Amount: <u>1.1 million</u>			
Department: <u>IT</u>		Dept. Monitor Name: <u>Sambandito</u>	

Purchasing Review	
Procurement or Contract/Lease requirements are met:	
<u>Debra Mumm</u>	Date: <u>12-2-2020</u>
Purchasing Manager or designee	Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)	
Approved as written: <u>no federal law</u>	Grant Name: _____
_____	Date: _____
Grants Coordinator	Gillian Gordon

Risk Management Review	
Approved as written: <u>see mail attached</u>	Date: <u>12-2-2020</u>

Risk Manager or designee	Lisa Price

County Attorney Review	
Approved as written: <u>see mail attached</u>	Date: <u>12-2-2020</u>

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: Lisa Price
Sent: Wednesday, December 2, 2020 9:25 AM
To: DeRita Mason
Subject: RE: 05-21

These are approved by Risk for insurance purposes.

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



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

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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, December 2, 2020 9:11 AM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: 05-21

Kerry,

Here are the rest of the contracts for 05-21 project.
Lisa, these are all the same as the Williams contract you have already approved.
We need to get these approved and to the vendors today.

Thank you,

DeRita Mason

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Wednesday, December 2, 2020 9:15 AM
To: DeRita Mason
Cc: Lynn Hoshihara; Lisa Price
Subject: RE: 05-21

These are approved for legal purposes.

Kerry A. Parsons, Esq.



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

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, December 2, 2020 10:11 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: 05-21

Kerry,

Here are the rest of the contracts for 05-21 project.

Lisa, these are all the same as the Williams contract you have already approved.

We need to get these approved and to the vendors today.

Thank you,

DeRita Mason





Board of County Commissioners Purchasing Department

State of Florida

Date: November 20, 2020

OKALOOSA COUNTY PURCHASING DEPARTMENT NOTICE OF AWARD ITB IT 05-21

Telecommunications Maintenance for the Okaloosa County Fiber Optic Network

Okaloosa County would like to thank all businesses which submitted responses to Telecommunications Maintenance for the Okaloosa County Fiber Optic Network. (ITB IT 05-21)

After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

LEK Technology Group, LLC (fiber only)
180 Medical Center Drive
Prattville, AL 36066


Infinity Datacom Solutions, LLC
3326 N. "W" Street
Pensacola, FL 32505

Williams Power & Signal, LLC
2483 South Hwy. 16
Carrollton, GA 30116

PowerComm USA, LLC
5665 Shirlee Industrial Way
Alpharetta, GA 30004

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,


Jeffrey Hyde
Purchasing Manager



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

Detail by Entity Name

Foreign Limited Liability Company
LEK TECHNOLOGY GROUP, LLC

Filing Information

Document Number	M16000001890
FEI/EIN Number	26-3189962
Date Filed	03/04/2016
State	AL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	10/17/2019
Event Effective Date	NONE

Principal Address

180 MEDICAL CENTER DRIVE
PRATTVILLE, AL 36066

Changed: 03/19/2020

Mailing Address

180 MEDICAL CENTER DRIVE
PRATTVILLE, AL 36066

Changed: 03/19/2020

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 10/17/2019

Address Changed: 10/17/2019

Authorized Person(s) Detail

Name & Address

Title MGR

LUBINGER, ERIK
180 MEDICAL CENTER DRIVE
PRATTVILLE, AL 36066

Annual Reports

Report Year	Filed Date
2018	01/30/2018
2019	02/18/2019
2020	03/19/2020

Document Images

<u>03/19/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>10/17/2019 -- CORLCRACHG</u>	View image in PDF format
<u>02/18/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/30/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/01/2017 -- CORLCRACHG</u>	View image in PDF format
<u>04/17/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/04/2016 -- Foreign Limited</u>	View image in PDF format



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⚠️ ALERT: SAM.gov will be down for scheduled maintenance Saturday, 11/14/2020 from 8:00 AM to Sunday, 11/15/2020 12:00 AM.

Search Results

Quick Search Results

Total records: 1

Result Page: 1

Sort by **Relevance** ▼ Order by **Descending** ▼

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Your search returned the following results...

Entity LEK Technology Group, LLC		Status: Active ⓘ
DUNS: 828107867	CAGE Code: 56E45	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 11/10/2021	Debt Subject to Offset?: No	
Purpose of Registration: All Awards		

Result Page: 1

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CONTRACT#: C21-3031-IT
LEK TECHNOLOGY GROUP, LLC
TELECOMMUNICATIONS MAINT FOR
OKALOOSA COUNTY
EXPIRES: 12/24/2023 W/2 1 YR RENEWALS

**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA
AND LEK TECHNOLOGY GROUP, LLC**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this 15, day of DEC, 20 20, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and LEK Technology Group, LLC, a Foreign Limited Liability Company whose address is 180 Medical Center Drive, Prattville, AL 36066 authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is 81-1959979.

RECITALS

WHEREAS, the County is in need of a contractor to provide Telecommunications Maintenance for the Okaloosa County Fiber Optic Network ("Services"); and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County issued an Initiation to bid to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor's responsive to the procurement is included as Attachment "A"; and

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

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County as outlined in Attachment "A" and in accordance with issued Task Orders.

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

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

Attachment "A" – Procurement ITB IT 05-21 and Contractor's Response;
Attachment "B" – Insurance Requirements;
Attachment "C" – Title VI list of pertinent nondiscrimination acts and authorities;

2. Services. Contractor agrees to perform the following services, Telecommunications Maintenance for the Okaloosa County Fiber Optic Network. The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs



and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed. The contract is task order driven unless otherwise specified. In the event additional material or personnel pricing is required it will be at fair market value in accordance with industry standards unless otherwise stated in this document or negotiated and approved by County via contract or task order.

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

This agreement may be renewed upon mutual written agreement of the parties for a period of up to two, (2) one (1) year renewals.

Compensation. The Contractor agrees to provide the Services to the County as outlined in Attachment "A" and in accordance with issued Task Orders.

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

There are no reimbursable expenses associated with this Agreement.

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

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's



credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

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

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

6. Termination and Remedies for Breach.

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



any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.

- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

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

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

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.



- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

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

If to the County:	Dan Sambenedetto, IT Director 1250 N. Eglin Parkway, Suite 303 Shalimar, FL 32579 850-651-7570 dsambenedetto@myokaloosa.com	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
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If to the Contractor:	LEK Technology Group, LLC 180 Medical Center Drive Prattville, AL 36066 334-365-1903 service@lektech.com	
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11. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

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

13. 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.

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

a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.



c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

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

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

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

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

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



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

17. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

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

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

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



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

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

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

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

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

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



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

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

25. **Representation of Authority to Contractor/Signatory.** The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

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


LEK TECHNOLOGY GROUP, LLC


Signature

TITLE: President

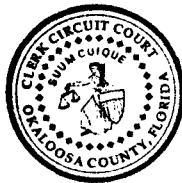
Erik Lubinger
Print Name

ATTEST:


J.D. Peacock II, Clerk of Courts

OKALOOSA COUNTY, FLORIDA

BY: 
Robert A. "Trey" Goodwin, III., Chairman





Attachment "A"



INVITATION TO BID (ITB) & RESPONDENT'S ACKNOWLEDGEMENT

ITB TITLE:

Telecommunications Maintenance For The Okaloosa
County Fiber Optic Network

ITB NUMBER:

ITB IT 05-21

ISSUE DATE:

October 12, 2020

MANDATORY PRE-BID MEETING:

October 22, 2020 9:00 A.M. CST

LAST DAY FOR QUESTIONS:

October 26, 2020 3:00 P.M. CST

ITB OPENING DATE & TIME:

November 13, 2020 3:00 P.M. CST

NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this ITB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All envelopes containing sealed bids must reference the "ITB Title", "ITB Number" and the "ITB Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

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

COMPANY NAME

LEK Technology Group, LLC

MAILING ADDRESS

180 Medical Center Drive

CITY, STATE, ZIP

Prattville, AL 36066

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

26-3189962

TELEPHONE NUMBER:

334-365-1903

EXT:

FAX:

334-730-1827

EMAIL:

Service@LEKtech.com

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID 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 BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTHORIZED SIGNATURE:

TYPED OR PRINTED NAME

Erik Lubinger

TITLE:

President

DATE

11-12-20

LEK Technology Group, LLC
180 Medical Center Drive
Prattville, AL 36066

NOTICE TO RESPONDENTS
ITB IT 05-21

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:00 p.m. (CST) November 13, 2020**, for the Telecommunications Maintenance for The Okaloosa County Fiber Optic Network.

Interested respondents desiring consideration shall provide one (1) original and two (2) copies (total of 3) of their Invitation to Bids (ITB) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

Proposal documents are available for download by accessing the following sites:

<http://www.myokaloosa.com/purchasing/home>

<https://www.bidnetdirect.com/florida>

https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=2442519

A mandatory pre-bid conference will be held at **9:00 A.M.** local time on October 22, 2020 at the **Okaloosa County Administration Building, 1250 N. Eglin Parkway, Suite 333, Shalimar, FL 32579**. If you are unable to attend in person, you may join us via Zoom. Please email dmason@myokaloosa.com to RSVP and receive Zoom login if interested. Please RSVP by October 20, 2020.

All originals must have original signatures in blue ink.

At **3:00 p.m. (CST) November 13, 2020**, all bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the Respondent's name and "Telecommunications Maintenance for The Okaloosa County Fiber Optic Network." The County will consider all bids properly submitted at its scheduled bid opening in the **Okaloosa County Purchasing Department** located at 5479A. Old Bethel Rd., Crestview, FL 32536. If delivering on the bid opening day, delivery must be in person to 5479 A. Old Bethel Rd., Crestview, FL 32536.

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

The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting Agreement that is in its best interest and its decision shall be final.

Any Respondent failing to mark outside of the envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

Telecommunications Maintenance for The Okaloosa County Fiber Optic Network

ITB IT 05-21

Okaloosa County Purchasing Department

5479 A. Old Bethel Rd.

Crestview FL 32536

Jeffrey Hyde
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Robert A (Trey) Goodwin, III
Chairman

SPECIFICATIONS

BID #: ITB IT 05-21

BID ITEM: Telecommunications Maintenance for the Okaloosa County Fiber Optic Network

Okaloosa County ("Owner" or "County") owns and operates a robust comprehensive fiber optic telecommunications utility located throughout the county and local military installations. This telecommunications system requires modification and maintenance as well as emergency restoration and repair. Okaloosa County requires a qualified, experienced contractor to be available as needed to perform critical conduit and fiber optic system installation, repair, troubleshooting and maintenance activities.

All specifications relating to conduit, pull box and fiber optic installation shall be compliant with EIA/TIA 568 for Fiber Optics unless specified in the scope of services of this document. Equipment/Vendor specific standard recommended installation procedures will be followed unless otherwise noted and approved by OWNER.

It is impossible to define and scope every possible emergency, addition, or maintenance activity; therefore the bid sheet contains common pay items routinely used by Okaloosa County. In the event that additional OWNER approved material or personnel pricing is required it will be at fair market value in accordance with industry standards unless otherwise stated in this document or negotiated and approved by OWNER via contract or task order.

Contractor will be responsible for restoring any fencing, paving, landscaping, backfill and compaction, temporary grassing, etc. that was removed or damaged during contractor's operations, and restoring site back to original condition.

SPECIFICATIONS:

Respondents are required to provide each applicable line item.

1. Underground Conduit: IAW FDOT 2018 Design Standards: Conduit Installation Details (17721).

a. Method:

1. Horizontal Directional Drill (HDD)
2. Open Trench
3. Plow

Contractor shall furnish and install 2" HDPE SDR 13.5 pipe by appropriate method including all tools, equipment, labor and incidentals necessary to complete the work and restore the work site to original condition. Pricing shall be based on a cost per linear foot installed and shall be min 2" HDPE SDR 11 for HDD and SDR 13.5 for Trench and Plow, Orange, outdoor and underground rated unless OWNER approved.

2. PVC Bridge Conduit Installation Only (OWNER provided engineering and design): Installed price per LF, includes all attachments, associated appurtenances, installation, labor and other related incidentals.

3. Contractor Provided Corning ONLY Fiber Optic Cable: ALTOS Cable with FastAccess Technology or equivalent Corning FOC as approved by OWNER: NON Corning cable is not allowed. This cost is the cost of the Fiber Optic Cable Only, NOT installation.
4. Install OWNER or Contractor provided Corning FOC in existing conduit (already proofed). Denote if contractor is a Corning Network of Preferred Installer (NPI) and eligible for Corning 25year manufacturer's warranty NPI (Y/N). Preference will be given to NPI's. Includes detectable mule tape (Neptco DT1250P 22 gauge conductor or OWNER approved substitute) and fiber optic duct plugs (Tyco Simplex or OWNER approved substitute).
5. Clean and Proof existing conduit, includes mule tape (Neptco DT1250P 22 gauge conductor or OWNER approved substitute). OWNER approved conduit repair will be billed at labor rates defined in item 13.
6. Install OWNER provided pull boxes: IAW FDOT 2018 design standards for pull and splice box (17700).
7. Install concrete collars/aprons to existing pull boxes IAW FDOT 2018 design standards for pull and splice box (17700).
8. Fusion Splices ≤ 0.02 dB loss (includes testing):
9. Fiber Terminations (includes splicing and testing): All terminations will be fusion spliced through the use of factory connectorized pigtails. The pigtails and connectors will be manufactured by Corning (unless otherwise approved by OWNER). Connectors will be Subscriber Connectors (SC) unless otherwise specified.
10. Splice Enclosures (Corning SCF, or OWNER approved substitute).
11. Fiber Distribution Centers: Corning or OWNER approved equivalent. Includes all accessories and mounting hardware. Does not include pigtails (see #9) or splicing.
12. Building Entries: Includes all necessary hardware and parts.
13. Labor Rates.
14. Emergency Response Mobilization: Implies contractor will maintain sufficient stock on hand to respond to emergency outages within the appropriate response level.

In the event that additional OWNER approved material or personnel pricing is required it will be at fair market value in accordance with industry standards unless otherwise stated in this document or negotiated and approved by OWNER via contract or task order.

Bid sheet is attached for all pricing details

TERM:

The contract will begin when all parties have signed and continue for three (3) years. The contract may be renewed for an additional two (2) one (1) year terms, upon mutual agreement of all parties.

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

CONTRACTORS INSURANCE

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

WORKERS' COMPENSATION INSURANCE

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

approved by the County.

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

BUSINESS AUTOMOBILE LIABILITY

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

COMMERCIAL GENERAL LIABILITY INSURANCE

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

INSURANCE LIMITS OF LIABILITY

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

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

	\$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

CERTIFICATE OF INSURANCE

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

7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

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

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

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

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

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

EXCESS/UMBRELLA INSURANCE

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

GENERAL BID CONDITIONS

1. PRE-BID ACTIVITY -

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Email: dmason@myokaloosa.com
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference ITB & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to the following sites:

<http://www.myokaloosa.com/purchasing/home>

<https://www.bidnetdirect.com/florida>

https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=2442519

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

- 2. PREPARATION OF BID** – The bid form is included with the bid documents. Additional copies may be obtained from the County. The respondent shall submit bids in accordance with the public notice.

All blanks in the bid documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Bid", "No Change", or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any bid which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids may be rejected.

A bid submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A bid submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A bid submitted by an individual shall show the respondent's name and official address.

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature. It is preferred that all signatures be in blue ink with the names type or printed below the signature. Okaloosa County does not accept electronic signatures.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

3. **INTEGRITY OF BID DOCUMENTS** - Respondents shall use the original Bid documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wish to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.
4. **SUBMITTAL OF BID** – A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the bid is submitted), the name and address of the respondent, and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

Note: Crestview is not a next day delivery site for overnight carriers.

5. **MODIFICATION & WITHDRAWAL OF BID** - A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids.

If within 24 hours after bids are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its bid, that respondent may withdraw its bid, and the bid security may be returned. Thereafter, if the work is rebid, that respondent will be disqualified from 1) further bidding on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

6. **BIDS TO REMAIN SUBJECT TO ACCEPTANCE** – All bids will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.
7. **IDENTICAL TIE BIDS** -- In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.
8. **CONDITIONAL & INCOMPLETE BIDS** - Okaloosa County specifically reserves the right to reject any conditional bid and bids which make it impossible to determine the true amount of the bid.
9. **PRICING** – The bid price shall include all equipment, labor, materials, freight, taxes etc. Okaloosa County reserves the right to select that bid most responsive to our needs.
10. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.
11. **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.
12. **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.
13. **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:
 - a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
 - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
 - c. 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.
 - d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
 - e. 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.
 - f. Default under previous contract.

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

14. AWARD OF BID

- A. **Okaloosa County Review** - Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.
- B. The County will award the bid to the responsive and responsible vendor(s) with the lowest responsive bid(s), and the County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final. The County reserves the right to award to multiple vendors.
- C. Okaloosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.
- D. Okaloosa County specifically reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately and no attempt is to be made to tie any item or items to any other item or items.

- 15. **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 #.
- 16. **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.
- 17. **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.
- 18. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their bids 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.

- 19. REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
- 20. 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.
- 21. CONE OF SILENCE CLAUSE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**Cone of Silence 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 from the date of advertisement until award of contract.

All communications shall be directed to the Purchasing Department -see attached form.

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

- 22. 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.
- 23. 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.
- 24. 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.

- 25. SUSPENSION OR TERMINATION 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.
- 26. 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.
- 27. 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 bid from the date of the award through three (3) years after the expiration of contract.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA** - Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>

32. The following documents shall be submitted with the bid packet. Failure to provide required forms may result in contractor disqualification.

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence Form
- E. Recycled Content Form
- F. Indemnification and Hold Harmless
- G. Prohibition to Lobbying
- H. Company Data
- I. System of Awards Management
- J. Addendum Acknowledgement
- K. Bid Sheet
- L. Anti-Collusion Statement
- M. Governmental Debarment & Suspension
- N. Vendors on Scrutinized Companies List
- O. Certificate of Good Standing for State of Florida-see above*

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: 11-12-2020

SIGNATURE: 

COMPANY: LEK Technology Group, LLC NAME: Erik Lubinger
(Typed or Printed)

ADDRESS: 180 Medical Center Dr
Prattville, AL 36066

TITLE: President

E-MAIL: ErikL@LEKtech.com

PHONE NO.: 334-365-1903

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 X

NAME(S)

POSITION(S)

FIRM NAME: LEK Technology Group, LLC

BY (PRINTED): Erik Lubinger

BY (SIGNATURE): 

TITLE: President

ADDRESS: 180 Medical Center Dr

Prattville, AL 36066

PHONE NO. 334-365-1903

E-MAIL Service@LEKtech.com

DATE 11-12-2020

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 Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

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

DATE: 11-12-20

SIGNATURE: 

COMPANY: LEK Technology Group, LLC NAME: Erik Lubinger

ADDRESS: 180 Medical Center Dr
Prattville, AL 36066

TITLE: President

E-MAIL: Service@LEKtech.com

PHONE NO.: 334-365-1903

CONE OF SILENCE CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**Cone of Silence Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications, Invitation to Quote, Invitation to Negotiate) 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, the County Administrator, county employees 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 Director or an appointed representative. It shall be the Purchasing Director decision whether to consider this information in the decision process.

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

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

I  _____ representing LEK Technology Group, LLC
Signature Company Name

On this 10th day of November 2020 hereby agree to abide by the County's "**Cone of Silence Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

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

Product Description: The fiber optic cable is virgin material.

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

Yes X No _____

Specify: The wooden spools the fiber is delivered on are returned to the supplier and reused.

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

Yes _____ No X

Specify: The material does not have enough material in it to be recycled.

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

Name of Respondent: Erik Lubinger

E-Mail: ErikL@LEKtech.com

INDEMNIFICATION AND HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to 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.

LEK Technology Group, LLC

Respondent's Company Name
180 Medical Center Dr

Prattville, AL 36066

Physical Address
180 Medical Center Dr

Prattville, AL 36066

Mailing Address

334-365-1903

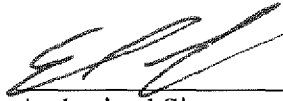
Phone Number

334-354-2932

Cellular Number

11-10-2020

Date



Authorized Signature – Manual

Erik Lubinger

Authorized Signature – Typed

President

Title

334-730-1827

FAX Number

334-354-2932

After-Hours Number(s)

Service@LEKtech.com

Email Address

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

 Signature of Contractor's Authorized Official
Erik Lubinger, President Name and Title of Contractor's Authorized Official
11-12-20 Date

COMPANY DATA

Respondent's Company Name: LEK Technology Group, LLC

Physical Address & Phone #:

180 Medical Center Dr

Prattville, AL 36066

334-365-1903

Contact Person (Typed-Printed): Brian Holley

Phone #: 850-910-1914

Cell #: 850-910-1914

Federal ID or SS #: 26-3189962

DUNNS #: 828107867

Respondent's License #: ES12001439

Fax #: 334-730-1827

Emergency #'s After Hours,
Weekends & Holidays: 850-910-1914

Email Address: Service@LEKtech.com

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

Offerors SAM information:

Entity Name: LEK Technology Group, LLC

Entity Address: 180 Medical Center Dr, Prattville, AL 36066

Duns Number: 828107867

CAGE Code: 56E45

ADDENDUM ACKNOWLEDGEMENT

ITB IT 05-21

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

ADDENDUM NO.

DATE

1

October 29, 2020

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.

BID SHEET

BID #: ITB IT 05-21

BID TITLE: Telecommunications Maintenance for the Okaloosa County Fiber Optic Network

Contractor shall designate whether they are a Corning Network of Preferred Installer (NPI) **YES** or NO.

1. Underground Conduit: IAW FDOT 2018 Design Standards: Conduit Installation Details (17721).

Description/Method	Unit Price	Unit
2" Conduit/HDD (SDR 11)	No Bid	LF
Each Additional 2" Conduit/HDD (SDR 11)	No Bid	LF
2" Conduit/Open Trench (SDR 13.5)	No Bid	LF
Each Additional 2" Conduit/Open Trench (SDR 13.5)	No Bid	LF
2" Conduit/Plow (SDR 13.5)	No Bid	LF
Each Additional 2" Conduit/Plow (SDR 13.5)	No Bid	LF

2. PVC Bridge Conduit Installation Only (OWNER provided engineering and design): Installed price per LF, includes all attachments, associated appurtenances, installation, labor and other related incidentals:

Description/Method	Unit Price	Unit
2" Schedule 80 PVC Bridge Conduit:	No Bid	LF
Each Additional 2" Conduit	No Bid	LF
4" Schedule 80 PVC Bridge Conduit:	No Bid	LF
Each Additional 4" Conduit	No Bid	LF

3. Contractor Provided Corning ONLY Fiber Optic Cable: ALTOS Cable with FastAccess Technology or equivalent Corning FOC as approved by OWNER: NON Corning cable is not allowed. This cost is the cost of the Fiber Optic Cable Only, NOT installation.

Description/Method	Unit Price	Unit
Corning 24 Fiber Drop Cable (no special marking)	\$0.32	LF
Corning 48 Fiber Drop Cable (no special marking)	\$0.46	LF
Corning 96 Fiber Drop Cable (no special marking)	\$0.85	LF
Corning 144 Fiber Drop Cable (no special marking)	\$1.28	LF
Corning 288 Fiber Drop Cable (no special marking)	\$2.98	LF

4. Install OWNER or Contractor provided Corning FOC in existing conduit (already proofed). Denote if contractor is a Corning Network of Preferred Installer (NPI) and eligible for Corning 25 year manufacturer's warranty NPI (Y/N). Preference will be given to NPI's. Includes detectable mule tape (Neptco DT1250P 22 gauge conductor or OWNER approved substitute) and fiber optic duct plugs (Tyco Simplex or OWNER approved substitute).

Description/Method	Unit Price	Unit
Fiber counts 1 thru 72 (≤ 1000 LF)	\$1.25	LF
Fiber counts 1 thru 72 (> 1000 LF and ≤ 3000 LF)	\$1.25	LF
Fiber counts 1 thru 72 (> 3000 LF)	\$1.25	LF
Fiber counts 96 thru 288 (≤ 1000 LF)	\$1.25	LF
Fiber counts 96 thru 288 (> 1000 LF and ≤ 3000 LF)	\$1.25	LF
Fiber counts 96 thru 288 (> 3000 LF)	\$1.25	LF

5. Clean and Proof existing conduit, includes mule tape (Neptco DT1250P 22 gauge conductor or OWNER approved substitute). OWNER approved conduit repair will be billed at labor rates defined in item 13.

Description/Method	Unit Price	Unit
Clean and Proof existing duct	\$1.00	LF

6. Install OWNER provided pull boxes: IAW FDOT 2018 design standards for pull and splice box (17700).

Description/Method	Unit Price	Unit
Size $< 17'' \times 30'' \times 24''$ (concrete collar included)	No Bid	EA
Size $\geq 17'' \times 30'' \times 24''$ and $< 24'' \times 36'' \times 30''$ (concrete collar included)	No Bid	EA
Size $\geq 24'' \times 36'' \times 30''$ and $< 30'' \times 48'' \times 36''$ (concrete collar included)	No Bid	EA
Size $\geq 30'' \times 48'' \times 36''$ (concrete collar included)	No Bid	EA

7. Install concrete collars/aprons to existing pull boxes IAW FDOT 2018 design standards for pull and splice box (17700).

Description/Method	Unit Price	Unit
Size $< 17'' \times 30'' \times 24''$	No Bid	EA
Size $\geq 17'' \times 30'' \times 24''$ and $< 24'' \times 36'' \times 30''$	No Bid	EA
Size $\geq 24'' \times 36'' \times 30''$ and $< 30'' \times 48'' \times 36''$	No Bid	EA
Size $\geq 30'' \times 48'' \times 36''$	No Bid	EA

8. Fusion Splices ≤ 0.02 dB loss (includes testing):

Description/Method	Unit Price	Unit
Fusion Splice (includes testing)	\$17	EA

9. Fiber Terminations (includes splicing and testing): All terminations will be fusion spliced through the use of factory connectorized pigtails. The pigtails and connectors will be manufactured by Corning (unless otherwise approved by OWNER). Connectors will be Subscriber Connectors (SC) unless otherwise specified.

Description/Method	Unit Price	Unit
Fiber Termination (includes testing)	\$28	EA

10. Splice Enclosures (Corning SCF, or OWNER approved substitute):

Description/Method	Unit Price	Unit
Splice Enclosure up to 72 count fiber	\$304	EA
Splice Enclosure up to 144 count fiber	\$304	EA
Splice Enclosure up to 288 count fiber	\$376	EA
Add splice tray to existing enclosure	\$21	EA

11. Fiber Distribution Centers: Corning or OWNER approved equivalent. Includes all accessories and mounting hardware. Does not include pigtails (see #9) or splicing.

Description/Method	Unit Price	Unit
Fiber Distribution Center up to 12 count fiber (SPH)	\$160	EA
Fiber Distribution Center up to 24 count fiber	\$243	EA
Fiber Distribution Center up to 72 count fiber	\$680	EA
Fiber Distribution Center up to 144 count fiber	\$1,360	EA
Fiber Distribution Center up to 288 count fiber	\$2,720	EA

12. Building Entries: Includes all necessary hardware and parts.

Description/Method	Unit Price	Unit
Building Penetration not part of OSP conduit install	No Bid	EA
Building Penetration as part of OSP conduit install	No Bid	EA

13. Labor Rates:

Description/Method	Unit Price	Unit
Conduit/Fiber Repair Crew Hour (Inc required related heavy equipment i.e.: mini excavator, etc)	No Bid	HR
Conduit/Fiber Repair Crew Hour (No required heavy equipment)	No Bid	HR
Fiber Optic Troubleshooting (Corning LAN 400/500 preferred)	\$110	HR
Laborer	\$35	HR

14. Emergency Response Mobilization: Contractor will maintain sufficient stock on hand to respond to emergency outages within the appropriate response level.

Description/Method	Unit Price	Unit
Level III (24-48 Hour Response)	\$150	EA
Level II (12-24 Hour Response)	\$170	EA
Level I (0-12 Hour Response)	\$190	EA

ANTI-COLLUSION STATEMENT: The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not **colluded with any other bidder or parties to bid 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 bid list(s).

LEK Technology Group, LLC

Bidder's Company Name

180 Medical Center Dr

Address

Prattville, AL 36066

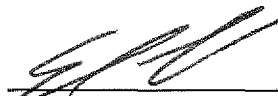
Address

334-365-1903

Phone #

26-3189962

Federal ID # or SS #



Authorized Signature – Manual

Erik Lubinger

Authorized Signature – Typed

President

Title

334-730-1827

Fax #

**SWORN STATEMENT UNDER SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted for LEK Technology Group, LLC

2. This sworn statement is submitted by Erik Lubinger

Whose business address is: 180 Medical Center Dr, Prattville, AL 36066

and (if applicable) its Federal Employer Identification Number (FEIN) is . 26-3189962

(If entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____)

3. My name is Erik Lubinger and my relationship to the entity named
above is President - member

4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes,
means a violation of any state or federal law by a person with respect to and directly related to
the transaction of business with any public entity or with an agency or political subdivision of
any other state or of the United States, including, but not limited to, any bid or contract for goods
or services to be provided to any public entity or an agency or political subdivision of any other
state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering,
conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Section 287.133 (1) (b), Florida
Statutes, means a finding of guilt or a conviction of a public entity crime, with or without
adjudication of guilt, in any federal or state trial court of record, relating to charges brought by
indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry
of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means:
(1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity
under the control of any natural person who is active in the management of the entity and who has
been convicted of a public entity crime. The term "affiliate" includes those officers, directors,
executives, partners, shareholders, employees, members, and agents who are active in the
management of an affiliate. The ownership by one person of shares constituting a controlling
interest in another person, or a pooling of equipment or income among persons when not for fair
market value under an arm's length agreement, shall be a prima facie case that one person
controls another person. A person who knowingly enters into a joint venture with a person who
has been convicted of a public entity crime in Florida during the preceding 36 months shall be
considered an affiliate.

7. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any
natural person or entity organized under the laws of any state or of the United States with the

legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

X Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: 11-12-20 Signature: [Signature]

STATE OF: Alabama

COUNTY OF: Autauga

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 12 day of November, in the year 2020.

My commission expires: July 17, 2023
Notary Public
Ginger R. Luby

Print, Type, or Stamp of Notary Public
Personally known to me, or Produced Identification:
Produced driver's license
Type of ID



Government Debarment & Suspension

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING
CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Erik Lubinger, President
Printed Name and Title of Authorized Representative


Signature

11-12-20
Date

VENDORS ON SCRUTINIZED COMPANIES LISTS

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

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

DATE: 11-12-20

SIGNATURE: 

COMPANY: LEK Technology Group, LLC NAME: Erik Lubinger
(Typed or Printed)

ADDRESS: 180 Medical Center Dr
Prattville, AL 36066

TITLE: President

E-MAIL: ErikL@LEKtech.com

PHONE NO.: 334-365-1903

Exhibit "B"

Standard Contract Clauses

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

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

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States,

whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,

- c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of

- a. All new employees.

- i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

- b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

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

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

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

- i. Enrollment in the E-Verify program; or

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

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

- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
- ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

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

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

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

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
- (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

State of Florida

Department of State

I certify from the records of this office that LEK TECHNOLOGY GROUP, LLC is an Alabama limited liability company authorized to transact business in the State of Florida, qualified on March 4, 2016.

The document number of this limited liability company is M16000001890.

I further certify that said limited liability company has paid all fees due this office through December 31, 2020, that its most recent annual report was filed on March 19, 2020, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Tenth day of November, 2020*



Samuel R. J. Lee
Secretary of State

Tracking Number: 3356291638CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Date of this notice: 08-18-2008

Employer Identification Number:
26-3189962

Form: SS-4

Number of this notice: CP 575 G

LEK TECHNOLOGY GROUP LLC
GINGER EDWARDS SOLE MBR
2152 CHANCELLOR RIDGE RD
PRATTVILLE, AL 36066

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 26-3189962. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.**
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub. Thank you for your cooperation.

08-18-2008 LEKT O 9999999999 SS-4

CP 575 G (Rev. 7-2007)

CP 575 G

999999999999

DATE OF THIS NOTICE: 08-18-2008

EMPLOYER IDENTIFICATION NUMBER: 26-3189962

FORM: SS-4

NOBOD

LEK TECHNOLOGY GROUP LLC
GINGER EDWARDS SOLE MBR
2152 CHANCELLOR RIDGE RD
PRATTVILLE, AL 36066

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY ARTICLES OF ORGANIZATION GUIDELINES

INSTRUCTIONS:

STEP 1: THE NAME OF THE LIMITED LIABILITY COMPANY MUST CONTAIN THE WORDS LIMITED LIABILITY COMPANY, LLC OR L.L.C.

STEP 2: FILE THE ORIGINAL AND TWO COPIES OF THE ARTICLES OF ORGANIZATION IN THE COUNTY WHERE THE LLC'S REGISTERED OFFICE IS LOCATED. THE SECRETARY OF STATE'S FILING FEE IS \$40. PLEASE CONTACT THE JUDGE OF PROBATE TO VERIFY THE PROBATE FILING FEE.

PURSUANT TO THE ALABAMA LIMITED LIABILITY COMPANY ACT, THE UNDERSIGNED HEREBY ADOPTS THE FOLLOWING ARTICLES OF ORGANIZATION.

Article I The name of the Limited Liability Company:

LEK Technology Group, LLC

(Your company title must end with the words Limited Liability Company, L.L.C. or LLC)

Article II The duration of the Limited Liability Company is 100 years

Article III The Limited Liability Company has been organized for the following purpose(s):

To provide computer support to customers

Article IV The street address (NO PO BOX) of the registered office: 2152 Chancellor

Ridge Rd, Prattville, AL 36066

and the name of the registered agent at that office: Ginger Lubinger

Article V The names and addresses of the initial member(s), and organizer (if any):

Ginger Lubinger 2152 Chancellor Ridge Rd, Prattville, AL 36066

(Attach additional sheets if necessary.)

Article VI If the Limited Liability Company is to be managed by one or more managers, list the names and addresses of the managers who are to serve until the first annual meeting of the members or until their successors are elected and qualified.

Ginger Lubinger 2152 Chancellor Ridge Rd, Prattville, AL 36066

Any provision that is not inconsistent with the law for the regulation of the internal affairs of the Limited Liability Company is permitted to be set forth in the operating agreement of the LLC.

IN WITNESS THEREOF, the undersigned members executed these Articles of Organization on this the 18 day of August, 2008.

THIS DOCUMENT PREPARED BY:

Ginger R Lubinger
Signature of Member/Organizer

Beth Chapman
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Beth Chapman, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

the domestic corporate records on file in this office disclose that LEK Technology Group, LLC organized in the office of the Judge of Probate of Autauga County on August 18, 2008. I further certify that the records do not disclose that said LEK Technology Group, LLC has been dissolved.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the City of Montgomery, on this day.

February 26, 2009

Date

Beth Chapman

Beth Chapman

Secretary of State

Operating Agreement of
LEK Technology Group, LLC

OPERATING AGREEMENT

OF

LEK Technology Group, LLC

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OPERATING AGREEMENT
OF
LEK Technology Group, LLC

THIS OPERATING AGREEMENT of LEK Technology Group, LLC, a limited liability company organized pursuant to the Alabama Limited Liability Company Act, is entered into and shall be effective as of the Effective Date, by and among the Company and the Persons executing this Agreement as Members.

ARTICLE I.
DEFINITIONS

For purposes of this Company Agreement (as defined below), unless the context clearly indicates otherwise, the following terms shall have the meanings set forth below:

Section 1.1 "Act" means the Alabama Limited Liability Company Act and all amendments to the Act.

Section 1.2 "Additional Member" means a Member other than an Initial Member, an Assignee or a Substitute Member who has acquired a Membership Interest in the Company.

Section 1.3 "Adjusted Capital Account Deficit" means with respect to any Member as of a particular date the deficit balance, if any, in such Members Capital Account as of such date, as determined in the manner provided in Section 9.4 hereof and by then adjusting such Capital Account as so determined as follows:

(a) Such Capital Account shall be increased to reflect that amount, if any, of such Members share of the Company's Minimum Gain which such Member is deemed to be obligated to restore to the Company pursuant to Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) and (1.704-2(i)(5) of the Regulations;

(b) Such Capital Account shall be reduced to reflect any items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Regulations;

(c) If such Adjusted Capital Account Deficit is being determined as of the last day of a Fiscal Year for purposes of Article X hereof, then such Capital Account shall be adjusted to reflect the allocation to such Member of all amounts required to be allocated to such Member for such Fiscal Year under Article X hereof;

(d) If such Adjusted Capital Account Deficit is being determined as of the last day of a Fiscal Year for purposes of Section 10.3(c) hereof, then such Capital Account shall be adjusted to reflect the tentative allocation to such Member of all amounts that would be required to be allocated to such Member for such Fiscal Year if neither subparagraph (c) nor subparagraph (d) of Section 10.3 were a part of this Agreement; and

(e) If such Adjusted Capital Account Deficit is being determined as of the last day of a Fiscal Year for purposes of Section 10.3(d) hereof, then such Capital Account shall be adjusted to reflect the tentative allocation to such Member of all amounts that would be required to be allocated to such Member for such Fiscal Year if neither subparagraph (c) nor subparagraph (d) of Section

10.3 were a part of this Agreement.

Section 1.4 "Admission Agreement" means the Agreement between an Additional Member and the Company described in Article XV.

Section 1.5 "Affiliate" means, when used with reference to a specified Person any Person that directly or indirectly controls or is controlled by or is under common control with the specified Person. Control shall be presumed to exist if (a) any Person is an officer of, partner in, or trustee of, or serves in a similar capacity with respect to, a specified Person or of which a specified Person is an officer, partner, or trustee, or with respect to which a specified Person serves in a similar capacity, and (b) any Person, directly or indirectly, is the beneficial owner of more than fifty (50%) of any class of voting security of or interest in the specified Person or of which the specified Person is directly or indirectly the owner of more than fifty percent (50%) of any class of voting security or any interest therein.

Section 1.6 "Articles" or "Articles of Organization" means the Articles of Organization of the Company as properly adopted and amended from time to time by the Members and filed with the Probate Judge of the county in which the initial registered office of the Company is located.

Section 1.7 "Assignee" means a transferee of a Membership Interest, transferred in compliance with Article XIII, who has not been admitted as a Substitute Member and who has no rights to participate in the management of the Company, including without limitation, the rights to information and to consent to or approve actions of the Company or to bind the Company.

Section 1.8 "Book Depreciation" for each Fiscal Year means the amount of depreciation, depletion or amortization computed for such Fiscal Year in the manner provided in Section 1.704-1(b)(2)(iv)(g)(3) of the Regulations.

Section 1.9 "Book Gain" or "Book Loss" means the gain or loss recognized by the Company for book purposes in any Fiscal Year by reason of a sale or other disposition of all or part of the Company's Property other than in the ordinary course of business. Such Book Gain and Book Loss shall be computed by reference to the Book Value of the Company's Property as of the date of such sale or other disposition, rather than by reference to the tax basis of the Company's Property as of such date, in accordance with Section 1.704-1(b)(2)(iv)(g) of the Regulations.

Section 1.10 "Book Value" means, as of any particular date, the value at which the Company's Property, or any part thereof, is properly reflected as of such date on the books of the Company in accordance with the provisions of Section 1.704-1(b) of the Regulations. The initial Book Value of the Company's Property shall be the amount by which the agreed-upon fair market value of the Company's Property exceeds the outstanding principal of any loan secured by the Property, and such Book Value shall be adjusted for Book Depreciation with respect to the Company's Property, rather than for the cost recovery deductions to which the Company is entitled for income tax purposes with respect to the Company's Property.

Section 1.11 "Business Day" means any day other than Saturday, Sunday or any legal holiday observed in the State of Alabama.

Section 1.12 "Capital Account" means the account maintained for a Member or Assignee determined in accordance with Article IX.

Section 1.13 "Capital Contribution" means any contribution of Property, services or the obligation to contribute Property or services made by or on behalf of a Member or Assignee.

Section 1.14 "Code" means the Internal Revenue Code of 1986, as amended.

Section 1.15 "Company" means LEK Technology Group, LLC, a limited liability company formed under the laws of Alabama, and any successor limited liability company.

Section 1.16 "Company Agreement" or "Agreement" means this Operating Agreement including all Admission Agreements and amendments adopted in accordance with the Company Agreement and the Act.

Section 1.17 "Damages" means any and all costs, fees (including attorneys fees), expenses, damages, losses, tax liabilities and the like caused by or resulting from a Members Dissociation or incurred in seeking to enforce the Company Agreement.

Section 1.18 "Default Interest Rate" means the "prime" or "base" rate of interest announced from time to time by Compass Bank of Alabama, National Association, plus two percent (2%).

Section 1.19 "Disposition" or "Dispose" means any sale, assignment, transfer, gift, devise, exchange, mortgage, pledge, grant, hypothecation, or other transfer, absolute or as security or encumbrance (including dispositions by operation of law).

Section 1.20 "Dissociation" or "Dissociate" or "Dissociated" means any action which causes a Person to cease to be a Member as described in Article XIV hereof.

Section 1.21 "Dissolution Event" means an event, the occurrence of which will result in the dissolution of the Company under Article XVI.

Section 1.22 "Distributions" means a transfer of Property to a Member on account of a Membership Interest as described in Article XI.

Section 1.23 "Effective Date" means the date of the filing and acceptance of the Articles with the Probate Judge of the county in which the initial registered office of the Company is located.

Section 1.24 "Fair Value" means the value for a Membership Interest at which the parties can mutually agree to in writing, or in the alternative, if the parties are unable to mutually agree to a value, then each of the parties shall appoint an independent licensed appraiser at their respective expense to appraise and determine the value of the applicable Membership Interest, and the Fair Value shall be the average of the appraised values; provided however, that if one of the appraisers has a value in excess of 120% of the average value of the other appraisers, the appraisers shall select another independent licensed

appraiser at the equal expense of the parties and the Fair Value shall be the average of the two appraisals closest in value. An appraiser shall value a Membership Interest by determining the amount the Membership Interest would receive in the event all of the Company's Property were sold at its fair market value and the proceeds thereof were distributed in dissolution of the Company.

Section 1.25 "Fiscal Year" means the fiscal year of the Company. The first Fiscal Year shall commence on the Effective Date, and shall end on December 31 of that year. Each succeeding Fiscal Year shall commence on the day immediately following the last day of the immediately preceding Fiscal Year. Each Fiscal Year shall end on the earliest to occur after the commencement of such Fiscal Year of (i) December 31, (ii) the day immediately preceding the date of the "liquidation" of the Members Membership Interest in the Company (within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations), or (iii) the date on which the Company's existence is terminated under Article XVI.

Section 1.26 "Initial Capital Contribution" means the Capital Contribution agreed to be made by the Initial Members as described in Article IX.

Section 1.27 "Initial Members" means those Persons identified on Exhibit A attached hereto and made a part hereof by this reference who have executed the Company Agreement.

Section 1.28 "Majority" means the affirmative vote or consent of Members (not including Assignees) described as a "Majority" in Article VI hereof.

Section 1.29 "Manager" or "Managers" means the Person or Persons selected to manage the affairs of the Company under Article VIII hereof.

Section 1.30 "Member" means an Initial Member, Substitute Member or Additional Member, and, unless the context indicates to the contrary, includes Assignees.

Section 1.31 "Membership Interest" means the rights of a Member or, in the case of an Assignee, the rights of the assigning Member in Distributions (liquidating or otherwise) and allocations of the profits, losses, gains, deductions, and credits of the Company.

Section 1.32 "Minimum Gain" means the excess of the outstanding principal balance of the Company's nonrecourse indebtedness (but excluding the amount of any such indebtedness which would not be taken into account as an amount realized under the Code upon foreclosure of such indebtedness) over the Company's adjusted basis in the Company's Property as determined in accordance with Sections 1.704-2(b)(2) and 1.704-2(d) of the Regulations.

Section 1.33 "Net Cash Flow" means for any Fiscal Year or portion thereof the amount by which the cash received from all sources by the Company during such period, including, without limitation, Capital Contributions, proceeds from loans from Members or others, and funds released from Reserves, exceeds the sum of (i) expenditures and costs that are paid during such period in connection with the operation of the Company's Property, including without limitation, compensation of employees, purchase of inventory and supplies, taxes, management fees, insurance premiums, reimbursable expenses, capital expenditures paid during such period relating to replacements, additions or improvements to the Company's Property; (ii) payments which are due and payable

during such period on any indebtedness or lease of the Company; and (iii) the Reserves funded during such period. In determining Net Cash Flow there shall be no deduction for depreciation or other noncash expenses.

Section 1.34 "Net Profit" or "Net Loss" means, for each Fiscal Year, the Company's taxable income or taxable loss for such Fiscal Year, as determined under Section 703(a) of the Code and Section 1.703-1 of the Regulations (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or taxable loss), but with the following adjustments:

(a) any tax-exempt income, as described in Section 705(a)(1)(B) of the Code, realized by the Company during such Fiscal Year shall be taken into account in computing such taxable income or taxable loss as if it were taxable income;

(b) any expenditures of the Company described in Section 705(a)(2)(B) of the Code for such Fiscal Year, including any items treated under Section 1.704-1(b)(2)(iv)(i) of the Regulations as items described in Section 705(a)(2)(B) of the Code, shall be taken into account in computing such taxable income or taxable loss as if they were deductible items;

(c) Book Depreciation for such Fiscal Year shall be taken into account in computing such taxable income or taxable loss in lieu of any amortization, depreciation or cost recovery deduction to which the Company is entitled for such Fiscal Year with respect to the Company's Property;

(d) any Book Gain or Book Loss recognized by the Company during such Fiscal Year by reason of a sale or other disposition of all or any part of the Company's Property shall not be taken into account in computing such taxable income or taxable loss; and

(e) any item of income, gain, loss or deduction that is required to be allocated specially to the Members under Section 10.2 hereof shall not be taken into account in computing such taxable income or taxable loss. If the Company's taxable income or taxable loss for such Fiscal Year, as adjusted in the manner provided in subparagraphs (a) through (e) above, is a positive amount, such amount shall be the Company's Net Profit for such Fiscal Year; and if negative, such amount shall be the Company's Net Loss for such Fiscal Year.

Section 1.35 "Notice" means notice in writing, and shall be deemed given when delivered personally, or three (3) days after being mailed by certified or registered mail, return receipt requested, with proper first class postage prepaid, or two (2) days after being sent by overnight commercial courier, addressed to the Manager(s) in care of the Company at the address of the Principal Office. Notice to a Member shall be considered given when in writing, and when personally delivered, or three (3) days after being mailed by certified or registered mail, return receipt requested, with proper first class postage prepaid, or two (2) days after being sent by overnight commercial courier, addressed to the Member at the address reflected in the Company Agreement unless the Member has given the Company Notice of a different address.

Section 1.36 "Organization" means a Person other than a natural person.

Organization includes, without limitation, general partnerships, limited partnerships, limited liability companies, corporations, professional corporations, professional associations, trustees, personal representatives, fiduciaries, trusts, business trusts, estates, custodianships and other associations.

Section 1.37 "Person" means natural persons and Organizations (whether created by the laws of Alabama or another state or foreign country).

Section 1.38 "Principal Office" shall have the meaning ascribed to such term in Section 2.7 hereof.

Section 1.39 "Proceeding" means any judicial or administrative trial, hearing or other activity, civil, criminal or investigative, the result of which may be that a court, arbitrator, or governmental agency may enter a judgment, order, decree, or other determination which, if not appealed and reversed, would be binding upon the Company, a Member or other Person subject to the jurisdiction of such court, arbitrator, or governmental agency.

Section 1.40 "Property" means any property real or personal, tangible or intangible, including money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

Section 1.41 "Regulations" means, except where the context indicates otherwise, the permanent, temporary or proposed regulations of the United States Treasury promulgated under the Code as such regulations may be lawfully changed from time to time.

Section 1.42 "Reserves" means all Company reserves established by the Manager(s), in its sole discretion, for Company purposes including, but not limited to, debt service, lease payments, accrued or deferred expenses, and other working capital needs, contingent liabilities, taxes and purchases.

Section 1.43 "Sharing Ratio" means with respect to any Member, the percentage interest allocated to such Member on Exhibit "A" attached hereto.

Section 1.44 "Substitute Member" means an Assignee who has been admitted to all of the rights of membership in the Company pursuant to Section 15.2 of this Agreement.

Section 1.45 "Taxing Jurisdiction" means the federal, state, local, or foreign government that collects tax, interest or penalties, however designated, on any Members share of the income or gain attributable to the Company.

ARTICLE II. FORMATION

Section 2.1 Organization. The Members hereby organize the Company as an Alabama limited liability company pursuant to the provisions of the Act.

Section 2.2 Agreement. For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members executing this Company Agreement hereby agree to the terms and conditions of this Company Agreement, as it may from time to time be amended according to its terms. It is the express intention of the Members that the Company Agreement shall be the sole source of agreement of the parties, and, except to the extent a provision of the Company Agreement expressly incorporates federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the Act, the Company Agreement shall govern, even when inconsistent with, or different from, the provisions of the Act or any other law or rule. To the extent any provision of the Company Agreement is prohibited or ineffective under the Act, the Company Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of the Company Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

Section 2.3 Name. The name of the Company is LEK Technology Group, LLC, and all business of the Company shall be conducted under that name.

Section 2.4 Effective Date. The Company's existence shall become effective upon the filing and acceptance of the Articles with the Probate Judge of the county in which the initial registered office of the Company is located.

Section 2.5 Term. The Company shall be dissolved and its affairs wound up in accordance with the Act and the Articles of Organization, or unless the Company shall be sooner dissolved and its affairs wound up in accordance with the Act or the Company Agreement.

Section 2.6 Registered Agent and Office. The registered agent for service of process and the registered office shall be that Person and location reflected in the Articles as filed with the Probate Judge of the county in which the initial registered office of the Company is located. The Manager(s) may, from time to time, change the registered agent or registered office by a unanimous vote. In the event the registered agent or registered office changes for any reason, whether the Manager(s) makes the change or the registered agent ceases to act as such for any reason, the Manager(s) shall promptly designate a replacement registered agent, if necessary, and within 30 days file a statement of such change with the Secretary of State and file an amendment to the Articles of Organization with the Probate Judge of the county where the original Articles of Organization were filed.

Section 2.7 Principal Office. The principal office of the Company shall be located at 178 Medical Center Dr, Prattville, AL 36066 (the "Principal Office").

ARTICLE III.

NATURE OF BUSINESS

The primary business of the Company shall be to engage in all aspects of Information Technology Services business. The Company may also engage in any

other lawful act or activity for which limited liability companies may be organized pursuant to the Act. The Company shall have the authority to do all things necessary or convenient to accomplish its purposes and operate its business as described in the Articles and this Article III.

ARTICLE IV. ACCOUNTING AND RECORDS

Section 4.1 Records to Be Maintained. The Company shall maintain the following records at its Principal Office:

(a) A current list of the full name and last known business or residence address of each Member and each Manager;

(b) A copy of the Articles of Organization and all amendments thereto; together with executed copies of any powers of attorney pursuant to which any documents have been executed;

(c) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(d) Copies of the Company Agreement, including all amendments thereto; and

(e) Any financial statements of the Company for the most recent tax year(s).

Section 4.2 Reports to Members.

(a) The Manager(s) shall provide reports at least annually to the Members (other than Assignees) at such time and in such manner as the Manager(s) may determine reasonable.

(b) The Manager(s) shall provide all Members with those information returns required by the Code and the laws of any applicable state.

Section 4.3 Accounts. The Manager(s) shall maintain a record of the Capital Account of each Member in accordance with Article IX.

ARTICLE V. NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the Initial Members are as contained in Exhibit A attached hereto and by this reference made a part hereof as if set forth fully herein.

ARTICLE VI. RIGHTS AND DUTIES OF MEMBERS

Section 6.1 Voting Rights.

(a) Except as otherwise provided herein, all Members (other than Assignees) who have not Dissociated (as defined in Section 14.1 hereof) shall be entitled to vote on any matter submitted to a vote of the Members. In the

case of approvals where the consent of the "remaining Members" is required, the Member or Membership Interest which is being acted upon shall not be entitled to vote. The Membership Interest attributable to an Assignee, if any, may be voted by the Member who transferred the Membership Interest to the Assignee only if such Member has not Dissociated from the Company. Assignees shall not be entitled to vote on any matter.

(b) The following actions shall require the unanimous consent of the Members or "remaining Members," (other than Assignees) as the context may require:

(i) any amendment to this Company Agreement;

(ii) the continuation of the Company after a Dissolution Event except as provided in Section 16.1(c);

(iii) any assignment of Company Property for the benefit of creditors, the filing of a voluntary petition in bankruptcy, or the appointment of a receiver for the Company; and

(iv) the guarantee of any obligation or liability of any Member or Affiliate of any Member, or permitting the Property of the Company to serve as collateral for any loan or other accommodation to any Member, or Affiliate of any Member, or other Person.

Section 6.2 Majority. Whenever any matter is required or allowed to be approved by a Majority of the Members or a Majority of the "remaining Members" under the Act or the Company Agreement, such matter shall be considered approved or consented to upon the receipt of the affirmative approval or consent, either in writing or at a meeting, of Members (other than Assignees) having Sharing Ratios in excess of one half of the Sharing Ratios of all the Members entitled to vote on such matter.

Section 6.3 Liability of Members. No Member shall be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members or Managers for liabilities of the Company.

Section 6.4 Indemnification. The Company shall indemnify any Member, Manager, or employee, or former Member, Manager, or employee, of the Company against expenses actually and reasonably incurred in connection with the defense of an action, suit, or Proceeding, civil or criminal, in which the Member, Manager, or employee is made a party by reason of being or having been a Member, Manager, or employee of the Company, except in relation to matters as to which the Member, Manager or employee is determined in the action, suit, or proceeding to be liable for gross negligence or willful misconduct in the performance of duty. Additionally, the Company may purchase and maintain insurance on behalf of any person who is or was a Member, Manager, or employee of the Company against any liability asserted against and incurred by the Member, Manager, or employee in any capacity arising out of the Members, Managers, or employees status as such, whether or not the Company would have the power to indemnify the Member, Manager, or employee against that liability

under this subsection.

Section 6.5 Representations and Warranties. Each Member, and in the case of an Organization, the Person(s) executing the Company Agreement on behalf of the Organization, hereby represents and warrants to the Company and each other Member that: (a) if such Member is an Organization, it is duly organized, validly existing, and in good standing under the law of its state of organization, and it has full organizational power to execute and agree to the Company Agreement and to perform its obligations hereunder; (b) the Member is acquiring its, his or her interest in the Company for the Members own account as an investment and without an intent to sell, transfer or distribute the interest; and (c) the Member acknowledges that the interests have not been registered under the Securities Act of 1933 or any state securities laws, and may not be resold or transferred by the Member (i) without appropriate registration or the availability of an exemption from such requirements, and (ii) without conforming to the requirements of this Company Agreement.

Section 6.6 Conflicts of Interest.

(a) A Member, including one who is also a Manager, shall be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company, it being expressly understood that some of the Members and the Manager(s) may enter into transactions that are similar to the transactions into which the Company may enter. Notwithstanding the foregoing, Members and Manager(s) shall account to the Company and hold as trustee for it any property, profit, or benefit derived by the Member or Manager without the consent of the remaining Members, in the conduct and winding up of the Company business, or from a use or appropriation by the Member or Manager of the Company's Property, including information developed exclusively for the Company and opportunities expressly offered to the Company.

(b) A Member, including one who is also a Manager, does not violate a duty or obligation owed to the Company merely because the Members conduct furthers the Members own interest. A Member or Manager may lend money to and transact other business with the Company. The rights and obligations of a Member or Manager who lends money to or transacts business with the Company are the same as those of a Person who is not a Member or Manager, subject to other applicable law. No transaction with the Company shall be voidable solely because a Member or Manager has a direct or indirect interest in the transaction if the material facts of the transaction and the Members or Managers interests have been disclosed to all Members and the Manager(s) and either (a) the transaction is fair to the Company, or (b) disinterested Members or Manager(s) authorize, approve, or ratify the transaction.

**ARTICLE VII.
MEETINGS OF MEMBERS**

Section 7.1 Place of Meetings. All meetings of the Members shall be held at such reasonably convenient place within the United States of America as the Member(s) or Manager(s) who called the meeting shall designate; in the absence of such a designation, the meeting shall be held at the Principal Office of the Company. Any meetings of the Member(s) may be held through conference, telephone or similar communications equipment whereby all Member(s)

participating in the Meeting can hear each other. Participation in a meeting in this manner shall constitute presence in person at the meeting.

Section 7.2 Time of Meetings.

(a) An annual meeting of Members (other than Assignees) shall be held within four (4) months following the close of each Fiscal Year of the Company; provided, however, a failure to hold such meeting shall not be deemed a violation of this Agreement.

(b) Special meetings of the Members (other than Assignees) may be called at any time by any Manager or Member (other than an Assignee).

Section 7.3 Members Action by Consent in Lieu of Meeting. Any action required by law to be taken at any annual or special meeting of Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken is signed by all the Members entitled to vote with respect to the subject matter thereof. Such consents shall have the same force and effect as a unanimous vote of the Members at a meeting duly held. Such consents shall be filed with the minutes of the meetings of the Members.

Section 7.4 Notice of Meetings.

(a) Whenever Members are required or permitted to take any action at a meeting and the optional procedure of Section 7.3 above is not followed, Notice of the meeting, stating the place, date and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than five (5) nor more than thirty (30) days before the date of the meeting, by or at the direction of the Person(s) calling the meeting, to each Member (other than Assignees). When a meeting is adjourned to another time or place, Notice of the adjourned meeting need not be given if the time and place thereof are announced at the meeting at which the adjournment is taken.

(b) Any Notice required to be given by any provision of this Agreement, the Articles, or any law may be waived in writing signed by the Member entitled to such Notice, whether before, at or after the time stated therein, and such waiver shall be deemed equivalent to Notice. Attendance of a Member at a meeting shall constitute a waiver of Notice of such meeting, except where a Member attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 7.5 Presiding Officials. Each meeting of the Members shall be convened by any of the Persons who called the meeting by giving Notice as above provided; provided, however, that the Members may, notwithstanding anything herein to the contrary, select any Person to preside at a meeting and any Person to act as the secretary of such meeting.

Section 7.6 Business Which May be Transacted at Meetings.

(a) At each annual meeting of the Members and subject to the provisions of Section 8.1 hereof, the Members (other than Assignees) shall elect one or

more Manager(s) by a Majority vote to hold office until his, her or its successor is elected and qualified, and the Members may transact any other proper business as may be desired, whether or not the same was specified in the notice of the meeting, unless prohibited by law.

(b) Special meetings may be called for any purpose or purposes, but business transacted at any special meeting shall be confined to the purposes stated in the Notice of such meeting.

Section 7.7 Quorum; Company Action. Unless otherwise provided in this Agreement or the Articles, a Majority of Members who are entitled to vote and who are present in person or by proxy at any meeting of the Members shall constitute a quorum at a meeting of the Members. At each meeting of the Members every decision of a Majority of Members (not merely a majority of the quorum) shall be valid as the act of the Members except in those specific instances in which a larger vote is required by law, by this Agreement, or by the Articles. If a quorum is not present at any meeting, the Members present shall have the right to adjourn the meeting to a specified date not longer than ninety (90) days after such adjournment. At such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting which was adjourned, without further notice.

Section 7.8 Method of Voting; Proxies. At all meetings of the Members, any Member who is entitled to vote on the subject matter thereof may vote or express its, his or her written consent or dissent in person or by proxy executed in writing by such Member. Such proxy shall be filed with the secretary of the Meeting prior to or at the time of the meeting. Any proxy may be revoked by written notice to the Manager(s) of the Company notwithstanding any contrary statement contained in the proxy. No proxy shall be valid for eleven months from the date of its execution, unless otherwise provided in the proxy.

Section 7.9 Member List. If any Member (other than an Assignee) makes a request in writing to the Manager(s) at least twenty (20) days prior to any meeting of the Members, the Manager(s) shall prepare and make a complete list of the Members entitled to vote at the meeting, arranged in alphabetical order and showing the address of each Member, the value of its, his or her Capital Account and such Members Sharing Ratio. Such list shall be open to the examination of any Member (other than Assignees) for any purpose germane to the meeting, during ordinary business hours, for a period of ten (10) days prior to the meeting, at the Principal Office of the Company. Such list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any Member (other than Assignees) who is present.

Section 7.10 Other Activities of Members. The Members acknowledge that the Members may have other business activities which will take the major part of their total efforts. No Member shall be required to devote any particular amount of effort to the management and operation of the business and affairs of the Company, except such effort as is reasonably necessary and appropriate to carry out the duties assigned thereto; provided, this provision shall not absolve any Member from any liability to the Company or to the remaining Members arising as a result of such Members breach of its, his or her fiduciary duties to the Company or to the remaining Members.

**ARTICLE VIII.
MANAGERS**

Section 8.1 Managers. The ordinary and usual decisions concerning the business affairs of the Company shall be made by the Manager(s). There shall be at least one (1) Manager elected by a Majority of the Members at each annual meeting, which Manager may or may not be a Member of the Company and may or may not be a natural Person. As of the Effective Date, the initial Managers shall be Ginger Lubinger and Erik Lubinger.

Section 8.2 Term of Office as Manager. No Manager shall have any contractual right to the position. Each Manager shall serve until the earliest of:

- (a) The Dissociation of such Manager (if a Member); or
- (b) The removal of such Manager by a Majority of the Members; or
- (c) The resignation of such Manager as a Manager; or
- (d) In the case of a Manager who is a natural person, the death of such Manager or the entry of a judgment by a court of competent jurisdiction adjudicating such Manager to be incompetent to manage his or her personal estate; or
- (e) In the case of a Manager that is an Organization other than a corporation, the dissolution and commencement of winding up of the Organization; or
- (f) In the case of a Manager that is a corporation, the filing of Articles of Dissolution or its equivalent for the corporation or the revocation of its charter; or
- (g) Its, his or her successor has been elected and qualified.

Section 8.3 Authority to Bind the Company. The Members hereby agree that only the Manager(s) and authorized agents of the Company (as designated and approved by the Manager(s)) shall have the authority to bind the Company. No Member other than a Manager shall take any action as a Member to bind the Company, and shall indemnify the Company for any Damages incurred by the Company as a result of the unauthorized action of such Member. Subject to the provisions and limitations of this Agreement, the Manager(s) has the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company, including, without limitation:

- (a) To sue and be sued, complain and defend, in the Company's name;
- (b) To purchase, take, receive, lease or otherwise acquire, own, hold, improve, use or otherwise deal in and with real and personal property, or an interest in it, wherever situated;
- (c) To sell, convey, mortgage, encumber, pledge, lease, exchange, transfer and otherwise dispose of all or any part of the Company's Property and

assets;

(d) To lend money to and otherwise assist Members;

(e) To purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with shares or other interests in or obligations of domestic or foreign limited liability companies, domestic or foreign corporations, associations, general or limited partnerships, or direct or indirect obligations of the United States or of any government, state, territory, governmental district, or municipality, or of any instrumentality thereof;

(f) To make contracts, guarantees and indemnity agreements and incur liabilities; borrow money; issue notes, bonds, and other obligations; secure any of the Company's obligations by mortgage, pledge of, or creation of security interest in, all or any part of the Company's Property; make contracts of guaranty and suretyship which are necessary or convenient to the conduct, promotion, or attainment of the business of the contracting company, or any interest therein, not inconsistent with the provisions of the Constitution of Alabama as it may be amended from time to time;

(g) To conduct the Company's business, carry on its operations, and have and exercise the powers granted by the Articles, the Act, and the laws of any state, territory, district, or possession of the United States, or in any foreign country;

(h) To hire and appoint employees and agents of the Company, and define their duties and fix their compensation;

(i) To participate in partnership agreements, joint ventures, or other associations of any kind with any Person or Persons;

(j) To indemnify any Member, Manager, or employee, or former Member, Manager, or employee of the Company as provided in Section 6.4; and

(k) To execute and deliver any instruments on behalf of the Company, including any deed, deed of trust, note or other evidence of indebtedness, lease agreement, security agreement, financing statement, contract of sale or other instrument purporting to convey or encumber, in whole or in part, any or all of the Property of the Company, at any time held in its name, or any receipt or compromise or settlement agreement with respect to the accounts receivable and claims of the Company, and no other signatures shall be required for any such instrument to be valid, binding and enforceable against the Company in accordance with its terms.

Notwithstanding any provision of this Article VIII to the contrary, no Manager shall have authority to do any act that is unrelated to the purpose of the Company without the prior approval and concurrence of all of the Members.

Section 8.4 Actions of the Managers.

(a) The Manager(s) has the power to bind the Company as provided in this Article VIII. If the Company has more than one Manager, any difference arising

as to any matter within the authority of the Managers, and any deadlock between the Managers, shall be resolved by a Majority vote of the Members. No act of a Manager or Member in contravention of such determination shall bind the Company to Persons having knowledge of such determination. Notwithstanding such determination, the act of the Manager(s) for the purpose of apparently carrying on in the usual way the business or affairs of the Company, including the exercise of the authority indicated in this Article VIII, is binding on the Company, and no Person dealing with the Company shall have any obligation to inquire into the power or authority of the Manager acting on behalf of the Company.

(b) The Manager(s) shall not (i) sell or exchange substantially all of the Property of the Company at a single sale or exchange which takes place at one time or in multiple sales at one time, or (ii) lend any funds of the Company to any Member or Affiliate of any Member, without the consent of a Majority of the Members (other than Assignees) or the remaining Members, as the case may be.

Section 8.5 Regular Meetings. A regular meeting of the Manager(s) may be held without Notice immediately after and at the same place as the annual meeting of the Members; provided, however, that the Manager(s) may designate that the regular meeting be held at such different time or place as shall be consented to by the Manager(s) in writing, except that it shall not be necessary to state the purposes of the meeting in such Notice. Any business may be transacted at a regular meeting of the Manager(s).

(a) Additional regular meetings of the Manager(s) may be held without Notice at such times and places either within or without the State of Alabama as shall from time to time be fixed by resolution, written or unwritten, adopted by the Manager(s).

(b) If the Company should have more than one Manager, the Managers may and shall have the right to participate in any meeting of the Managers by means of telephone conference or similar communications equipment whereby all Persons participating in the meeting can hear each other. Participation in a meeting in this manner shall constitute presence in person at the meeting.

Section 8.6 Special Meetings. Special meetings of the Manager(s) may be called by or at the request of any Manager (if more than one), by giving or delivering Notice of such meeting to each Manager at least three (3) Business Days before the day on which the meeting is to be held, stating the place, day and hour of the meeting and the purpose or purposes for which it was called.

Section 8.7 Action by Consent in Lieu of Meeting. Any action which is required to be or which may be taken at a meeting of the Managers may be taken without a meeting if all the Managers consent thereto in writing and the writing or writings are filed with the minutes of the meetings of the Managers.

Section 8.8 Quorum. The total number of Managers shall constitute a quorum for the transaction of business. The unanimous vote of the Managers shall be the act of the Managers, unless otherwise specifically provided by law, the Articles or this Agreement. If there is more than one Manager, less than a quorum may adjourn a meeting successively until a quorum is present.

Section 8.9 Waiver. Any Notice required to be given to a Manager by any provision of this Agreement, the Articles or any law may be waived in writing signed by such Manager, whether before or after the time stated therein, and such waiver shall be deemed equivalent to Notice. Attendance of a Manager at any meeting shall constitute a waiver of Notice of such meeting, except where such Manager attends the meeting for the express purpose, and so states at the opening of the meeting, of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of the Managers need be specified in any written waiver of Notice unless so required by the Articles.

Section 8.10 Compensation of Manager. Each Manager shall be reimbursed for all reasonable expenses incurred in managing the Company, and shall be entitled to compensation in an amount to be determined from time to time by the affirmative vote of a Majority of the Members.

Section 8.11 Managers Standard of Care. A Managers duty of care in the discharge of its, his or her duties for the Company and the Members is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of the law. In discharging its, his or her duties, a Manager shall be fully protected in relying in good faith upon the records required to be maintained under Article IV and upon such information, opinions, reports or statements by any of the Company's other Managers, Members, or agents, or by any other Person, as to matters the Manager reasonably believes are within such other Persons professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence or amount of assets from which Distributions to Members might properly be paid.

Section 8.12 Appointment and Removal of a Manager. Replacement Managers may be appointed and any Manager may be removed at any time by the affirmative vote of a Majority of the Members (other than Assignees).

Section 8.13 Business Plan.

(a) Upon the request of a Majority of the Members, the Manager(s) shall prepare and submit to the Members for review and Majority approval a business plan (the "Business Plan") for the operation of the Company and/or the development of the Company Property. The Business Plan may set forth, among other things, that portion of the Company Property which is anticipated to be developed and sold, a development budget for that portion of the Company Property which will be developed, an operating budget for the operations of the Company Property and the Company business, and a marketing plan for the sale of those portions of the Company Property which will be developed or sold, and may establish line item budgeted amounts for the reimbursement to the Manager(s) of any and all personnel, administrative and overhead costs and expenses incurred by the Manager(s) in connection with the development, marketing and sales of any of the Company Property. Upon approval of any such Business Plan, the Manager(s) shall be authorized to implement the same and expend any sum set forth in such approved Business Plan. During any period of dispute as to the approval of any Business Plan, the Business Plan last adopted shall apply until such time as a new Business Plan has been approved by the Members.

(b) If a Business Plan has been requested and approved, all expenditures by the Manager(s) pursuant to this Agreement shall be an amount prescribed by the approved Business Plan, except for expenditures required due to emergency or to preserve any of the Company Property or to protect the Company from unexpected, serious damage in which event the Manager(s) is hereby authorized to incur such costs as may be reasonably necessary to remedy such situation. Notwithstanding anything provided herein to the contrary, the Company shall be solely responsible for the payment of all costs and expenses relating to the ownership, operation, development, use, management, repair, maintenance, alteration and improvement of the Company Property, and the Manager(s) shall not be responsible for any expenses whatsoever with respect to the Company Property, whether incurred by the Manager(s) on the Company's behalf or otherwise.

ARTICLE IX.

CONTRIBUTIONS AND CAPITAL ACCOUNTS

Section 9.1 Initial Contributions. Each Initial Member shall make its, his or her Capital Contribution in the amount and at the time and on the terms specified on Exhibit A. If no time for contribution is specified, the Capital Contributions shall be made within ten (10) Business Days of the Effective Date. The value of the Capital Contributions shall be as set forth on Exhibit A. No interest shall accrue on any Capital Contribution and no Member shall have the right to withdraw or be repaid any Capital Contribution except as provided in this Company Agreement. Each Additional Member shall make the Capital Contribution described in its, his or her Admission Agreement. The value of the Additional Members Capital Contribution and the time for making such contribution shall be set forth in the Admission Agreement.

Section 9.2 Additional Contributions.

(a) The Members may periodically be required to make additional capital contributions to the capital of the Company in addition to the Initial Capital Contributions described in Section 9.1 above, in such amounts and in such manner as a Majority of the Members (other than Assignees) may deem necessary for the acquisition, improvement, operation and maintenance and operation of the Company business. Such additional Capital Contributions may be in the form of cash, real or personal property, or contract rights or other intangible property. If the Members (other than Assignees) require additional Capital Contributions as provided herein, each Member shall be required to contribute its, his or her proportionate share of the dollar amount of such additional contributions in accordance with its, his or her Sharing Ratio. In the case of additional contributions made in any form other than cash, the outside accounting firm regularly used by the Company shall certify as to the value of such contributions in the event of any disagreement on value among the Members.

(b) The Company may from time to time meet its capital requirements through the use of borrowed capital in such amounts and on such terms as a Majority of the Members (other than Assignees) shall deem necessary for the acquisition, improvement, operation and maintenance of the Company and for the operation of Company business. The Members agree that each Member and the shareholders or partners of Organization Members, if required by the lender, shall execute all necessary and incidental documents in connection with the

borrowing of such funds, including, but not limited to, real estate mortgages on Company Property, promissory notes, conditional sales contracts, chattel mortgages on Company Property, and financing statements. No Member shall be required to enter into any personal guaranty or similar undertaking in connection with the Company obtaining financing for the development of the Company Property or operation of the Company business, unless such Member consents to such guaranty or undertaking.

(c) Any additional contribution to the capital of the Company by a Member other than as herein provided or any contribution to the capital of the Company by a Member in excess of its, his or her proportionate share, shall be treated as a loan to the Company and such Member shall be entitled to repayment of funds so contributed, at the Default Interest Rate, by the Company as a priority distribution as provided in Article XI hereof.

(d) In the event that a Member shall fail to contribute its, his or her pro rata share to the Initial or additional Capital Contributions to the Company, either by refusal to advance its, his or her pro rata share or by refusal to execute documents in connection with a loan or advance to the Company, with such failure continuing for a period of fifteen (15) Business Days after written demand by any of the other Members, then the Member(s) making such demand, at its, his or her election, may either:

(i) lend to the defaulting Member an amount equal to the defaulting Members proportionate share of the loan or Capital Contribution required to be made by the Members by advancing cash in such amount directly to the Company on behalf of the defaulting Member, which loan shall (a) bear interest at the Default Interest Rate, to float, (b) shall be secured by the defaulting Members interest in the Company, and (c) shall be payable on demand of the non-defaulting Member. Until demand is made, such loan shall be repaid by the Company from all Distributions which the defaulting Member would be entitled to receive but for this provision. Such Distributions shall be credited first to accrued and unpaid interest and thereafter to the unpaid principal of such loans; or

(ii) treat the amount of the defaulting Members proportionate share of such loan or Capital Contribution required to be made by the Members as a sum of money owed the Company by the defaulting Member, due immediately, together with interest at the Default Interest Rate, to float, and may file suit on behalf of the Company to collect the same, and the Company shall have the right to set off all Distributions which the defaulting Member would be entitled to receive against the sum owed to the Company by the defaulting Member.

Section 9.3 Withdrawal; Loans. No Member shall be entitled to withdraw from the Company or become entitled to a return of any portion of its, his or her Capital Account or to receive any Distributions from the Company except as specifically provided herein. No loan or advance made to the Company by any Member shall constitute a Capital Contribution except as may be expressly provided in this Agreement.

Section 9.4 Maintenance of Capital Accounts. A separate Capital Account shall be maintained for each Member, and the amount of the balance of each Members Capital Account, as of any particular date, shall be an amount equal to the sum

of the following: (i) the cumulative amount of cash that has been contributed to the capital of the Company by such Member as of such date; plus (ii) the agreed upon net fair market value (as of the date of contribution) of any Property (other than cash) that has been contributed to the capital of the Company by such Member as of such date; plus (iii) the cumulative amount of the Company's Net Profit, Book Gain and other items of income and gain for all Fiscal Years ending prior to such date that have been, or are required to be, allocated to such Member under Article X hereof; plus (iv) any loans and accrued interest converted to capital; minus (i) the cumulative amount of the Company's Net Loss, Book Loss, and other items of loss or deductions for all Fiscal Years ending prior to such date that have been, or are required to be, allocated to such Member under Article X hereof; minus (ii) the cumulative amount of cash and the agreed upon net fair market value (as of the date of distribution) of all Distributions to such Member. A Members Capital Account shall also be increased or decreased as of such date to reflect any items in Section 1.704-1(b)(2)(iv) of the Regulations that are required to be reflected in such Members Capital Account under such Regulations and which are not otherwise taken into account in computing such Capital Account under this Section 9.4.

Section 9.5 Sale or Exchange of Interest. In the event of an authorized Disposition of some or all of a Members Membership Interest in the Company, the Capital Account of the Disposing Member shall become the Capital Account of the Assignee, to the extent it relates to the portion of the Membership Interest Disposed.

ARTICLE X. ALLOCATIONS OF PROFITS AND LOSSES

Section 10.1 Allocation of Profits and Losses.

(a) Net Profits shall be allocated to the Members in accordance with their Sharing Ratios.

(b) Net Losses shall be allocated among the Members in accordance with their Sharing Ratios.

Section 10.2 Allocation of Book Gain and Book Loss.

(a) Any Book Gain recognized by the Company in any Fiscal Year shall be allocated to the Members in the following manner and in the following order of priority:

(i) to the Members in proportion to, and to the extent of, the negative balance in their respective Capital Accounts, if any, as of the last day of such Fiscal Year; then

(ii) to the Members in accordance with their Sharing Ratios.

For purposes of this Section 10.2(a), the amount of each Members Capital Account as of the last day of any Fiscal Year shall be computed as of such last day in the manner provided in Section 9.4 hereof but shall be adjusted to reflect the allocation to such Member of all amounts required to be allocated to such Member for such Fiscal Year under Sections 10.1 and 10.2 hereof.

(b) Any Book Loss recognized by the Company in any Fiscal Year shall be allocated to the Members in the following manner and in the following order of priority:

(i) to the Members in proportion to, and to the extent of, positive balances, if any, in their respective Capital Accounts as of the last day of such Fiscal Year; then

(ii) to the Members in accordance with their Sharing Ratios.

For purposes of this Section 10.2(b), the amount of each Members Capital Account as of the last day of any Fiscal Year shall be computed as of such last day in the manner provided in Section 9.4 hereof but shall be adjusted to reflect the allocation to such Member of all amounts required to be allocated to such Member for such Fiscal Year under Sections 10.1 and 10.2 hereof.

Section 10.3 Certain Special Allocations. Notwithstanding the provisions of Sections 10.1 and 10.2 above, the following allocations shall be made to the Members:

(a) *Limitation on Allocation of Losses.* If the amount of Net Loss, Book Depreciation and Book Loss for any Fiscal Year that would otherwise be allocated to a Member under Sections 10.1 and 10.2 hereof would cause or increase an Adjusted Capital Account Deficit of such Member as of the last day of such Fiscal Year, then a proportionate part of such Net Loss, Book Depreciation and Book Loss equal to the amount which would cause or increase such Members Adjusted Capital Account Deficit shall be allocated first to the other Members in the ratio that their respective Sharing Ratios bear to each other to the extent that, such allocation will not cause or increase an Adjusted Capital Account Deficit of such other Members as of the last day of such Fiscal Year, and then to the Members in proportion to their respective Sharing Ratios as of the last day of such Fiscal Year.

(b) *Minimum Gain Chargeback.* Any item of Company income or gain for any Fiscal Year (or any portion of any such item) that is required to be allocated to the Members pursuant to a minimum gain chargeback under Section 1.704-2(f) of the Regulations shall be allocated to the Members for such Fiscal Year in the manner so required by such Regulations.

(c) *Qualified Income Offset.* If any Member unexpectedly receives in any Fiscal Year any adjustment, allocation or distribution described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Regulations, and if such Member has an Adjusted Capital Account Deficit as of the last day of such Fiscal Year, then all items of income and gain (including Book Gain) of the Company (consisting of a pro rata portion of each item of Company income and gain, including gross income and Book Gain) for such Fiscal Year (and, if necessary, for subsequent Fiscal Years) shall be allocated to all such Members in proportion to, to the extent of, and in the manner sufficient to eliminate as quickly as possible such Adjusted Capital Account Deficit.

(d) *Gross Income Allocation.* If any Member has an Adjusted Capital Account Deficit as of the last day of any Fiscal Year, then all items of income and gain (including Book Gain) of the Company (consisting of a pro rata portion

of each item of Company income and gain, including gross income and Book Gain) for such Fiscal Year shall be allocated to all such Members in proportion to, to the extent of, and in the manner sufficient to eliminate as quickly as possible, such Adjusted Capital Account Deficit.

(e) **Section 704(c) Allocations.** Notwithstanding the provisions of this Section 10.3, any item of income, gain, loss, and deduction with respect to any property (other than cash) that has been contributed by a Member to the capital of the Company and which is required or permitted to be allocated to the Members for income tax purposes under Section 704(c) of the Code so as to take into account the variation between the tax basis of such property and its agreed upon fair market value at the time of its contribution shall be allocated to the Members solely for income tax purposes in the manner so required or permitted.

(f) **Curative Allocations.** The allocations set forth in this Section 10.3 (the "Regulatory Allocations") are intended to comply with certain requirements of Sections 1.704-1 and 1.704-2 of the Regulations. The Members do hereby acknowledge and agree that the Regulatory Allocations may not be consistent with the manner in which the Members intend to divide Company Distributions. Accordingly, the Company is hereby authorized and directed to divide other allocations of Net Profit, Net Loss, Book Depreciation, Book Gain, and Book Loss among the Members in any reasonable manner so as to prevent the Regulatory Allocations from distorting the manner in which the Company Distributions would otherwise be divided among the Members pursuant to Sections 10.1 and 10.2 hereof. In general, the Members anticipate that this will be accomplished by specially allocating other Net Profit, Net Loss, Book Depreciation, Book Gain, and Book Loss among the Members so that, after such offsetting special allocations are made, the amount of each Members Capital Account will be, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not a part of this Agreement and all Company items had been allocated to the Members solely pursuant to Sections 10.1 and 10.2 hereof.

ARTICLE XI.

DISTRIBUTIONS OF NET CASH FLOW

Section 11.1 Distributions of Net Cash Flow.

(a) The Company shall make distributions from the Net Cash Flow, if available, only at such times and in such amounts as the Manager(s) shall unanimously agree; provided, however, the Manager(s) shall cause the Company to make cash Distributions to the Members from the Net Cash Flow, if available from the operations of the Company, at the end of each fiscal year in an amount sufficient to pay the federal and state income taxes attributable to income that passes through the Company to the Members pursuant to the Code, calculated on the assumption that such income is subject to tax at the maximum marginal combined federal and Alabama income tax rate, and all such distributee Members covenant that they shall pay over such portion of their Distribution as is necessary to satisfy their federal and state tax liability attributable to the income of the Company. The amount of Net Cash Flow to be distributed, if any, shall be calculated as of the last day of the period in which the Distribution is made and distributed to the Members of record as of the next to the last day of such period. The Manager(s) may invest amounts set aside as Reserves in such

short-term investments as the Manager(s) shall deem prudent. The Manager(s) may, in its discretion, distribute from time to time as a component of Net Cash Flow such portion of the Reserves which the Manager(s) determines to be in excess of the amounts required by the Company.

(b) Net Cash Flow shall be distributed in the following order of priority:

(i) First, to repay accrued interest on any loans made by the Members to the Company, and if funds are insufficient therefor, then to such Members proportionately in the ratio that the amount of accrued interest on each Members loan bears to the amount of all such accrued interest.

(ii) Second, to repay the outstanding principal on any loans made by the Members to the Company, and if funds are insufficient therefor, then to such Members proportionately in the ratio that the outstanding balance of each Members loan bears to the outstanding principal balance of all such loans.

(iii) Third, the balance to the Members in accordance with their Sharing Ratios.

Section 11.2 No Right to Capital. No Member has a right to Distributions of Property except upon dissolution or as provided in this Agreement.

Section 11.3 Amounts Withheld for Taxes. All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment or distribution to the Company or the Members shall be treated as amounts distributed to the Members pursuant to this Article XI for all purposes under this Agreement. The Manager(s) may allocate any such amounts among the Members in any manner that is in accordance with applicable law.

ARTICLE XII.

BOOKS, RECORDS, ACCOUNTING, TAX ELECTIONS, APPRAISALS

Section 12.1 Tax Status and Reports; Tax Elections.

(a) To the extent that the laws of any Taxing Jurisdiction require, each Member requested to do so by the Manager(s) will submit an agreement indicating that the Member will make timely income tax payments to the Taxing Jurisdiction and that the Member accepts personal jurisdiction of the Taxing Jurisdiction with regard to the collection of income taxes attributable to the Members income, and interest, and penalties assessed on such income. If the Member fails to provide such agreement, the Company may withhold and pay over to such Taxing Jurisdiction the amount of tax, penalty and interest determined under the laws of the Taxing Jurisdiction with respect to such income. Any such payments with respect to the income of a Member shall be treated as a Distribution for purposes of Article XI. The Manager(s) may, where permitted by the rules of any Taxing Jurisdiction, file a composite, combined or aggregate tax return reflecting the income of the Company and pay the tax, interest and penalties of some or all of the Members on such income to the Taxing Jurisdiction, in which case the Company shall inform the Members of the amount of such tax interest and penalties so paid.

(b) The Manager(s) shall serve as the tax matters partner(s) (the "TMP")

as that term is defined in Code Section 6231, and the rules and regulations promulgated thereunder. Each Member hereby approves of such designation and agrees to execute, certify, acknowledge, deliver, swear to, file, and record at the appropriate public offices such documents as may be deemed necessary or appropriate to evidence such approval. To the extent and in the manner provided by applicable Code sections and Regulations, the TMP shall furnish the name, address, profits, interest, and taxpayer identification number of each Member to the Internal Revenue Service. The taking of any action and the incurring of any expense by the TMP in connection with any Proceeding, except to the extent required by law, is a matter in the sole discretion of the TMP, and the provisions on limitations of liability of the Manager and indemnification set forth in Article VI shall be fully applicable to the TMP in its, his or her capacity as such.

(c) The TMP shall, in its, his or her sole discretion, determine whether to make any available election pursuant to the Code, including, but not limited to, the elections under Code Sections 108, 168, 709, 754 and 1017.

(d) The TMP may resign at any time or be removed and replaced at any time by the Majority vote of the Members.

(e) The TMP shall have all the powers of a TMP under Code Section 6221 et seq., and Regulations thereunder, provided that:

(i) the TMP shall not have the power or authority to extend the period for assessing any tax as set forth in Code Section 6229(b)(1)(B) except with the approval of a Majority of the Members; and

(ii) the TMP may file a petition for readjustment of Company items, after receipt of notice of the final administrative adjustment, in the United States Tax Court, but in no event shall such petition be filed in another court of jurisdiction without the consent of a Majority of the Members.

(f) The TMP shall be entitled to reimbursement from the Company for all reasonable costs and expenses incurred by the TMP in complying with and carrying out its, his or her responsibilities as TMP, including the costs of bringing any petition and proceedings in the United States Tax Court or other courts having jurisdiction over Company tax matters.

Section 12.2 Accounting.

(a) The taxable year of the Company shall be the calendar year, unless the Manager elects another Fiscal Year and obtains the approval of the Internal Revenue Service thereto.

(b) The books of account of the Company, together with copies of this Agreement and all amendments thereto, shall be kept and maintained at all times at the Company's Principal Office. The books of account shall show all receipts and expenditures, assets and liabilities, profits and losses, and all other records necessary for recording the Company's business and affairs. The books of account shall be maintained on a cash or accrual basis as the Manager shall determine. The books of account shall be in accordance with generally accepted accounting principles or practices consistently applied with respect to the basis of accounting so selected, and shall show all items of income and

expense.

(c) Within forty-five (45) days following the end of each fiscal quarter of each Fiscal Year of the Company, the Manager(s) shall deliver to each requesting Member unaudited financial statements of the Company which shall include a balance sheet as of the end of the preceding fiscal quarter and a statement of operations for the quarter just ended.

(d) At the expense of the Company, the Manager may cause the Company to engage independent accountants to conduct an annual review or audit within one hundred twenty (120) days after the close of each Fiscal Year of the Company. The report of such accountants together with a balance sheet for the Company at the end of the year and a statement of operations, statement of changes in financial position, and a statement of changes in Members equity for the year then ended shall be delivered to the Members as soon as received from the accountants.

(e) Each Member (other than an Assignee) shall have the right at all reasonable times, during the usual business hours to audit, examine and make copies of or extracts from the books of account of the Company. Such right may be exercised through any agent or employee of such Member or by an independent certified public accountant designated by such Member. Each Member shall bear all expenses incurred in any examination made for such Members account.

ARTICLE XIII.

DISPOSITION OF MEMBERSHIP INTERESTS

Section 13.1 Disposition. A Member may Dispose of all or a portion of the Members Membership Interest only upon compliance with this Article XIII. No Membership Interest shall be Disposed of:

(a) Whether voluntarily or involuntarily, by operation of law or otherwise, without the consent of all the remaining Members (other than Assignees) except as provided in Sections 13.2 and 13.3 hereof;

(b) If such disposition, alone or when combined with other transactions, would result in a termination of the Company within the meaning of Section 708 of the Code;

(c) Without an opinion of counsel satisfactory to the Manager that such Disposition is subject to an effective registration under, or exempt from the registration requirements of, the applicable state and federal securities laws;

(d) Unless and until the Company receives from the Assignee under such Disposition the information and agreements that the Manager may reasonably require, including but not limited to, any taxpayer identification number and any agreement that may be required by any Taxing Jurisdiction; and

(e) Without complying with the provisions of Section(s) 13.2 or 13.3 below.

Each transferee of a Members Membership Interest or any portion thereof shall be an Assignee, and not a Substitute Member, unless a Majority of the remaining Members vote to admit the transferee as a Substitute Member pursuant to Section

15.2 hereof. The rights and obligations of Assignees are set forth in Section 15.1 hereof.

Section 13.2 Purchase Option. If at any time a Member (the "Seller") shall desire to Dispose of all or any part of its, his or her Membership Interest in the Company, except as provided in Section 13.3 hereof, the Seller shall have no right to Dispose of such Membership Interest without first giving Notice to the other Members (other than Assignees) of its, his or her desire to Dispose of such Membership Interest. The Notice shall contain the name and address of the proposed transferee and the price and the terms of payment for the Membership Interest, and shall constitute an offer by the Seller to sell all the Sellers Membership Interest to the other Members (other than Assignees) for a cash purchase price equal to the then Fair Value of the Membership Interest. Each of the other Members shall have the right to purchase a proportionate share of the Membership Interest of the Seller determined according to each of the other Members Sharing Ratios. Should any Member other than the Seller not desire to purchase its, his or her proportionate share of the Sellers Membership Interest, then each Member which intends to purchase its, his or her proportionate share of such interest (the "Purchasing Member") may purchase its, his or her proportionate share of the unsold Sellers Membership interest, until all of the Sellers Membership Interest is sold. Each Purchasing Member may exercise its, his or her rights under this section by delivering written Notice of acceptance within thirty (30) days of its, his or her receipt of the Sellers Notice of intent to transfer. The closing of the purchase by the Purchasing Members of the Sellers Membership Interest shall take place at the Principal Office of the Company within sixty (60) days after the receipt by the Seller of the written notices of acceptance by the Purchasing Member(s). Should the remaining or Purchasing Member(s) decline to purchase any portion of the Sellers Membership Interest, such portion may be Disposed of to that person named in the Sellers Notice as the prospective transferee, but only in accordance with those terms and conditions specified in the Notice. If such sale is not closed within sixty (60) days after the remaining or Purchasing Member(s) decline to purchase any portion of the Sellers Membership Interest, the right of the Seller to sell its, his or her Membership Interest to such other party shall lapse and any further attempt to sell the Membership Interest shall again be subject to the terms and conditions hereof. Each transferee of a Sellers Membership Interest or any portion thereof shall be an Assignee, and not a Substitute Member, unless the remaining Members admit the transferee as a Substitute Member pursuant to Section 15.2 hereof.

Section 13.3 Removal of a Member.

(a) Subject to the terms and conditions set forth in this Section, any Member may be removed upon the Majority vote of the remaining Members (other than Assignees), and in such event, the Company shall buy, and the Member shall sell, such Members entire Membership Interest for a cash purchase price equal to the then Fair Value of the Membership Interest. In the event of a vote in favor of the removal of a Member, the Manager(s) shall immediately send notice of such removal to the Member unless such Member attended the meeting at which the vote was taken.

(b) The closing for the purchase and sale of the Membership Interest shall take place at such time and place as may be mutually agreed upon by the parties; provided that, the closing date shall occur on or before sixty (60)

days after the occurrence of the Majority vote referred to in subparagraph (a) above. Effective on the closing date, the selling Member shall be relieved of the selling Members share (if any) of any indebtedness incurred by the Company, or jointly incurred by the Members, in connection with the Company business; provided, however, that if the holder of such indebtedness refuses to consent to the release of the selling Member, the Company shall indemnify the selling Member from any and all costs, expenses (including attorneys fees) and losses arising out of or related to such indebtedness, and such indemnification obligation shall be secured by the duly perfected pledge, in favor of the selling Member, of the Membership Interest being acquired by the Company.

Section 13.4 Dispositions Not in Compliance with This Article Void. Any attempted Disposition of a Membership Interest, or any part thereof, not in compliance with this Article XIII is null and void *ab initio*, shall not be binding upon the Company, and the Manager shall not be required to recognize any transferee of a Membership Interest as an Assignee unless the Disposition is in compliance with this Article XIII.

ARTICLE XIV. DISSOCIATION OF A MEMBER

Section 14.1 Dissociation. A Person shall cease to be a Member, and shall be deemed to Dissociate, upon the occurrence of any of the following events:

(a) The Member (other than an Assignee) either:

- (1) makes an assignment for the benefit of creditors;
- (2) files a voluntary petition in bankruptcy;
- (3) is adjudicated bankrupt or insolvent;
- (4) files a petition or answer seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation;
- (5) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any Proceeding in the nature of the proceedings in paragraph (4); or
- (6) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of the Members properties.

(b) Any of the following time periods have elapsed:

- (1) 120 days have elapsed after the commencement of any Proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, unless the Proceeding has been dismissed;
- (2) 90 days have elapsed after the appointment, without the consent of the Member, of a trustee, receiver, or liquidator of the Member or of all or any substantial part of the Members properties, unless the appointment is

vacated or stayed; or

(3) 90 days have elapsed after the expiration of any stay, unless the appointment is vacated.

(c) In the case of a Member (other than an Assignee) who is a natural Person, the death of the Member or the entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage the Members person or property.

(d) In the case of a Member (other than an Assignee) who is acting as a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee).

(e) In the case of a Member (other than an Assignee) that is a separate Organization other than a corporation, (1) the dissolution and commencement of winding up of the separate Organization, or (2) a change of more than 50% in the direct or indirect ownership of such Organization unless the transferee of the ownership interest in such Organization is an Affiliate of the Member.

(f) In the case of a Member (other than an Assignee) that is a corporation, (1) the filing of a certificate of dissolution or its equivalent for the corporation, or (2) the revocation of its charter and the lapse of 90 days after notice to the corporation of revocation without a reinstatement of its charter, or (3) a change of fifty percent (50%) or more in the direct or indirect ownership of the stock of the corporation unless the transferee of the ownership interest in such corporation is an Affiliate of the Member.

(g) In the case of a Member that is an estate, the distribution by the fiduciary of the estates entire Membership Interest in the Company.

(h) In the case of an Assignment of a Members entire Membership Interest to an Assignee who becomes a Substitute Member in compliance with the provisions of Section 13.1 above, then the transferor Member shall be deemed to have Dissociated as of the date that the Assignee(s) of such Members entire Membership Interest has been admitted as a Substitute Member in accordance with Section 15.2 below.

(i) In the case of any other transfer or assignment of a Membership Interest by any Member in violation of the terms and provisions of this Agreement, the transferor (or defaulting) Member is removed as a Member of the Company, by an affirmative vote of a Majority of the remaining Members (other than Assignees) who have not assigned their Membership Interests.

(j) The Member is removed as a Member in accordance with Section 13.3 hereof.

Section 14.2 Rights of Dissociating Member and the Company. In the event any Member (other than an Assignee) Dissociates prior to the expiration of the term set forth in Section 2.5:

(a) If the Dissociation causes a Dissolution Event and winding up of the Company under Article XVI, the Member shall be entitled to participate in the winding up of the Company to the same extent as any other Member, except that

any Distributions to which the Member would have been entitled shall be reduced by the Damages sustained by the Company as a result of the Dissolution Event and winding up;

(b) If the Dissociation does not cause a Dissolution Event and winding up of the Company under Article XVI, the Dissociating Member (and its, his or her successor, personal representatives and assigns) shall cease to participate in the management of the Company or to have any rights as a Member (including voting rights) except only the right to receive Distributions to the same extent as a permitted Assignee in the Company in accordance with the terms of this Agreement, until such time as the Company is wound up and terminated. The amount of Distributions to be paid to the Dissociating Member and the value of the Dissociating Members Membership Interest in the Company shall be reduced by any Damages sustained by the Company as a result of such Members Dissociation.

Section 14.3 No Power to Voluntarily Dissociate. A Member shall have no power to Dissociate from the Company except upon the occurrence of the events specified in Section 14.1 above or the written consent of a Majority of the Members.

ARTICLE XV.

ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

Section 15.1 Rights of Assignees. The Assignee of a Membership Interest has no right to participate in the management of the business and affairs of the Company or to become a Member. The Assignee is only entitled to receive the Distributions and return of capital, and to be allocated the Net Profits and Net Losses attributable to the assigned Membership Interest. A Membership Interest held by an Assignee shall be subject to the same restrictions on transfer as are Membership Interests held by Members. The Assignee shall have the same obligations to the Company as a Member holding the same interest would have, including any obligation to contribute additional capital as provided in Article IX.

Section 15.2 Admission of Substitute Members. An Assignee of a Membership Interest shall be admitted as a Substitute Member and admitted to all the rights of the Member who initially assigned the Membership Interest only upon the satisfaction of the following conditions:

(a) All of the remaining Members (other than Assignees) shall consent in writing to such substitution and to the continuation of the business of the Company upon the Dissociation of the transferor Member; and

(b) The Assignee of such Membership Interest shall consent in writing to the continuation of the business of the Company upon the dissociation of the transferor Member and shall agree in writing to be bound by the Articles and Company Agreement as theretofore amended.

Any Member (other than an Assignee) may grant or withhold consent to such admission for any Substitute Member in its, his or her sole and absolute discretion. If so admitted, the Substitute Member has all the rights and powers and is subject to all the restrictions and liabilities of the Member originally assigning the Membership Interest. The admission of a Substitute Member, without more, shall not release the Member originally assigning the Membership

Interest from any liability to the Company that may have existed prior to such admission.

Section 15.3 Admission of Additional Members. Upon the written consent of a majority in interest of the Members (other than Assignees), the Company may permit the admission of Additional Members and determine the Capital Contributions of such Additional Members by the execution of an Admission Agreement substantially in the form of Exhibit B hereto. (As used herein, a "majority in interest" of the remaining Members means the remaining Members (other than Assignees) owning a majority of the profits interests and majority of the capital interests of the Company.) Upon such admission, the membership Interests and sharing ratios of the existing members and assignee, shall be reduced pro rata to provide for the additional member's membership Interest.

ARTICLE XVI.

DISSOLUTION AND WINDING UP

Section 16.1 Dissolution. The Company shall be dissolved and its affairs wound up, upon the first to occur of the following events, each of which shall constitute a Dissolution Event:

(a) The expiration of the term set forth in Section 2.5, unless the business of the Company is continued with the unanimous written consent of the Members (other than Assignees);

(b) The unanimous written consent of all of the Members (other than Assignees) to dissolve;

(c) The Dissociation of any Member (other than Assignees), unless both the following apply:

(i) there are at least two remaining Members (other than Assignees) or at least one remaining Member and a new Member is admitted, and

(ii) the business of the Company is continued by the written consent of all of the remaining Members (other than Assignees) within 90 days after the occurrence of the event of Dissociation; or

(d) The dissolution of the Company pursuant to the Act, by operation of law, or by judicial decree.

Section 16.2 Effect of Dissolution. Upon the occurrence of a Dissolution Event, the Company shall cease carrying on its business, except insofar as may be necessary for the winding up thereof. The existence of the Company shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been issued by the probate judge in the county where the Articles were filed.

Section 16.3 Distribution of Assets on Dissolution. Upon the winding up of the Company, the Company's Property shall be liquidated and sold and any Net Profits, Net Losses, Book Gains, and Book Losses shall be allocated among the Members in accordance with Article X above. After such allocation the liquidation proceeds shall be distributed as follows:

(a) First, to creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of the Company's liabilities;

(b) Second, to the setting up of any reserves which the Manager(s) may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company or of the Members arising out of or in connection with the Company; and

(c) Third, to the Members to discharge their positive Capital Accounts, after giving effect to the allocations set forth above. Liquidation proceeds shall be paid within 90 days of the end of the Company's taxable year or, if later, within 90 days after the date of liquidation. Such distributions shall be in cash or property (which need not be distributed proportionately) or partly in both, as determined by the Manager(s).

(d) Notwithstanding the foregoing, at the election of the Manager(s), the Manager(s) may distribute the Company's Property to the Members in kind in lieu of selling the Property, provided that all such in kind distributions are made in accordance with subparagraphs (a), (b) and (c) above.

Section 16.4 Winding Up and Certificate of Dissolution. The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefore has been made, and all of the remaining Property and assets of the Company have been distributed to the Members. Upon the completion of the winding up of the Company, a certificate of dissolution shall be delivered to the probate judge in the county where the Articles were filed. The certificate of dissolution shall set forth the information required by the Act.

ARTICLE XVII. AMENDMENT

Section 17.1 Company Agreement May Be Modified. The Company Agreement may be modified as provided in this Article XVII (as the same may from time to time be amended). No Member or Manager shall have any vested rights in the Company Agreement which may not be modified through an amendment to the Company Agreement.

Section 17.2 Amendment or Modification of Company Agreement. The Company Agreement may be amended or modified from time to time only by a written instrument adopted and executed by all of the Members (other than Assignees). Modifications are permitted to be made in the form of ratifications.

Section 17.3 Amendment of Articles. The Articles may be amended or modified from time to time, in accordance with the Act, only by a written instrument adopted and executed by all of the Members (other than Assignees).

ARTICLE XVIII. MISCELLANEOUS PROVISIONS

Section 18.1 Entire Agreement. The Company Agreement represents the entire agreement among all the Members and between the Members and the Company.

Section 18.2 No Partnership Intended for Non-tax Purposes. The Members have

formed the Company under the Act, and expressly do not intend hereby to form a partnership under either the Alabama Uniform Partnership Act or the Alabama Uniform Limited Partnership Act. The Members do not intend to be partners one to another, or partners as to any third party. To the extent any Member, by word or action, represents to another Person that any other Member is a partner or that the Company is a partnership, the Member making such representation shall be liable to any other Member who incurs personal liability by reason of such representation.

Section 18.3 Rights of Creditors and Third Parties under Company Agreement. The Company Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. The Company Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under the Company Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

Section 18.4 Gender. As used in this Agreement, the neuter gender shall include the masculine and the feminine, the masculine and feminine genders shall be interchangeable, the singular number shall include the plural, and the plural the singular.

Section 18.5 Headings. The headings and titles in this Company Agreement are intended for convenience only and do not have and shall not be ascribed any weight in the interpretation hereof.

Section 18.6 Assurances. Each Member shall execute all certificates and other documents and shall do all such filing, recording, publishing, and other acts as the Administrative Member deems appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules and regulations relating to acquisition, operation or holding of the Property of the Company.

Section 18.7 Specific Performance. The parties hereto recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to any other remedies which may be available to that party, including, without limitation, the collection of damages) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach or (ii) compelling the performance of any obligation, which, if not performed, would constitute a breach.

Section 18.8 Applicable Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Alabama.

Section 18.9 Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

Section 18.10 Separability of Provisions. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are deemed to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

Section 18.11 Counterparts. This Agreement may be executed in multiple counterparts by the parties, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument. All signatures need not appear on the same counterpart.

IN WITNESS WHEREOF, the undersigned have hereunto set our hands and seals on the date set forth beside our names.

LEK Technology Group, LLC,
an Alabama limited liability company

MEMBERS:

9/19/16
Date

Ginger R. Lubinger

Ginger Lubinger

9-19-16
Date

Erik Lubinger

Erik Lubinger

State of Alabama
County of Autauga

This instrument was signed before me on 9/19/16 by Ginger Lubinger and Erik Lubinger.

Cheri DeRamus
Notary Signature

Cheri DeRamus
Notary Public
State of Alabama
My Commission Expires 01/06/2020

EXHIBIT A

Member	Initial Capital Contribution and Value	Interests
<u>Ginger Lubinger</u>	<u>\$ 100</u>	51%
<u></u>	<u></u>	
<u>Erik Lubinger</u>	<u>\$ 100</u>	49%
<u></u>	<u></u>	

MEMBERS:

9/19/16
Date

Ginger R. Lubinger

Ginger Lubinger

9-19-16
Date

Erik Lubinger

Erik Lubinger

State of Alabama
County of Autauga

This instrument was signed before me on 9/19/16 by Ginger Lubinger and Erik Lubinger.

Cheri DeRamus
Notary Signature

Cheri DeRamus
Notary Public
State of Alabama
My Commission Expires 01/06/2020



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Detail by Entity Name

Foreign Limited Liability Company
LEK TECHNOLOGY GROUP, LLC

Filing Information

Document Number	M16000001890
FEI/EIN Number	26-3189962
Date Filed	03/04/2016
State	AL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	10/17/2019
Event Effective Date	NONE

Principal Address

180 MEDICAL CENTER DRIVE
PRATTVILLE, AL 36066

Changed: 03/19/2020

Mailing Address

180 MEDICAL CENTER DRIVE
PRATTVILLE, AL 36066

Changed: 03/19/2020

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 10/17/2019

Address Changed: 10/17/2019

Authorized Person(s) Detail

Name & Address

Title MGR

LUBINGER, ERIK
180 MEDICAL CENTER DRIVE
PRATTVILLE, AL 36066

Annual Reports

Report Year	Filed Date
2018	01/30/2018
2019	02/18/2019
2020	03/19/2020

Document Images

<u>03/19/2020 -- ANNUAL REPORT</u>	View image in PDF format
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Entity

LEK Technology Group, LLC

Status: **Active**

DUNS: **828107867**

CAGE Code: **56E45**

[View Details](#)

Has Active Exclusion?: **No**

DoDAAC:

Expiration Date: **11/10/2021**

Debt Subject to Offset?: **No**

Purpose of Registration: **All Awards**

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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.



Attachment "B"

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.
4. Okaloosa County Board of County Commissioners shall be listed as an Additional Insured by policy endorsement on all policies applicable to this agreement except Worker's Compensation. A waiver of subrogation is required on all policies

BUSINESS AUTOMOBILE LIABILITY

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

COMMERCIAL GENERAL LIABILITY INSURANCE



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

INSURANCE LIMITS OF LIABILITY

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

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

NOTICE OF CLAIMS OR LITIGATION

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



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

INDEMNIFICATION & HOLD HARMLESS

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

CERTIFICATE OF INSURANCE

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



damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

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

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

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

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

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

EXCESS/UMBRELLA INSURANCE

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



Attachment "C"

Civil Rights Clauses



Attachment “C”

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;



- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).