

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05/22/2022

Contract/Lease Control #: C22-3200-AP

Procurement#: RFP AP 18-22

Contract/Lease Type: CONTRACT

Award To/Lessee: CNC NAVTECH, LLC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/19/2022

Expiration Date: 05/19/2023 W/ 4 -(1) ONE YEAR RENEWALS

Description of Contract/Lease: CNC NAVTECH, LLC.

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: Finance Department Contracts & Grants Office





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/27/2022

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

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

<b>PRODUCER</b> Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (855) 222-5919		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> support@nextinsurance.com		
<b>INSURED</b> CNC NAVTECH 2005 Murcott Dr Unit C Saint Cloud, FL 34771	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> State National Insurance Company, Inc.		12831
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 7752412

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		
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
							PRODUCTS - COMP/OP AGG	\$	
								\$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	X	NXTQRW1FQO-00-WC	07/06/2021	07/06/2022	X PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$1,000,000.00	
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000.00	
							E.L. DISEASE - POLICY LIMIT	\$1,000,000.00	

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

The Certificate Holder is Okaloosa County Board of County Commissioners. A Waiver of Subrogation applies in favor of this Certificate Holder on the following policies: Workers Compensation. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

**CERTIFICATE HOLDER**

Okaloosa County Board of County Commissioners  
 302 N Wilson Street  
 Crestview, FL 32536

LIVE CERTIFICATE



Click or scan to view

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

Procurement/Contract/Lease Number: RFP AP 18-22 Tracking Number: 4589-22  
 Procurement/Contractor/Lessee Name: CNC Navtech Grant Funded: YES \_\_\_ NO X  
 Purpose: Air Traffic Control Tower Maint at DTS  
 Date/Term: 1 Yr w/ (1) 1-yr Renewals  
 Department #: 4210  
 Account #: 534900  
 Amount: \$25,000<sup>00</sup> per Year  
 Department: Airport Dept. Monitor Name: Tracy Stage

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

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
Jessica Darr Date: 5 May, 2022  
 Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

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

Approved as written: NA Grant Name: NA  
Not Applicable Date: NA  
 Grants Coordinator

**Risk Management Review**

Approved as written: Kristina Lofria See Email at 4:03pm Date: 3 May, 2022  
 Risk Manager or designee Lisa Price

**County Attorney Review**

Approved as written: Lynn Hoshihara See Email at 3:07pm Date: 4 May, 2022  
 County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: Allyson Oury See Email at 3:13pm Date: 3 May, 2022

**IT Review (if applicable)**

Approved as written: Bonnie Tierney See Email at 2:13pm Date: 17 Feb, 2022



Department of State / Division of Corporations / Search Records / Search by FEI/EIN Number /

## Detail by FEI/EIN Number

Florida Limited Liability Company  
CNC NAVTECH LLC

### Filing Information

**Document Number** L14000024128  
**FEI/EIN Number** 46-4829937  
**Date Filed** 02/12/2014  
**State** FL  
**Status** ACTIVE  
**Last Event** REINSTATEMENT  
**Event Date Filed** 10/05/2020

### Principal Address

2005 Murcott Drive  
Unit C  
Saint Cloud, FL 34771

Changed: 04/10/2022

### Mailing Address

2005 Murcott Drive  
Unit C  
Saint Cloud, FL 34771

Changed: 04/10/2022

### Registered Agent Name & Address

UNITED STATES CORPORATION AGENTS, INC.  
5575 S. SEMORAN BLVD.  
SUITE 36  
ORLANDO,, FL 32822

Name Changed: 08/29/2016

Address Changed: 01/21/2020

### Authorized Person(s) Detail

#### **Name & Address**

Title CEO

SMITH, CHARLES G  
2005 Murcott Drive  
Unit C  
Saint Cloud, FL 34771

Title Authorized Member

LOWE, DOUGLAS W.  
2005 Murcott Drive  
Unit C  
Saint Cloud, FL 34771

Title Other, Member

Smith, Maria  
3447 Feathergrass Court  
Harmony, FL 34773

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2020	10/05/2020
2021	02/06/2021
2022	04/10/2022

**Document Images**

<a href="#"><u>04/10/2022 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>02/06/2021 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>10/26/2020 -- AMENDED ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>10/09/2020 -- AMENDED ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>10/05/2020 -- REINSTATEMENT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>10/30/2019 -- REINSTATEMENT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>03/28/2018 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>02/08/2017 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>08/29/2016 -- REINSTATEMENT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>02/12/2014 -- Florida Limited Liability</u></a>	<a href="#">View image in PDF format</a>

## Jesica Darr

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**From:** Lynn Hoshihara  
**Sent:** Wednesday, May 4, 2022 3:07 PM  
**To:** Jesica Darr  
**Subject:** Re: Wed 4 May Approval requested RFP AP 18-22 Air Traffic Control Tower Maint Draft Contract  
**Attachments:** RFP AP 18-22 Air Traffic Control Tower Maint Draft Contract V1 dated 5.4.22.docx

With the attached changes, this is approved. Please be sure to include all the attachments.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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

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**From:** Jesica Darr  
**Sent:** Friday, April 29, 2022 2:44 PM  
**To:** Kerry Parsons; Kristina LoFria  
**Cc:** Lynn Hoshihara; Karen Donaldson  
**Subject:** Wed 4 May Approval requested RFP AP 18-22 Air Traffic Control Tower Maint Draft Contract

Good Afternoon!

Please see the draft contract for RFP AP 18-22 (word document portion) and the PDF files are the attachments.

**Please approve NLT 4 May, 2022** so that the Airport can meet internal deadlines.

Please let me know if you have any questions.

Thank you!

Respectfully,

Jesica





## Jesica Darr

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**From:** Jesica Darr  
**Sent:** Wednesday, May 4, 2022 3:58 PM  
**To:** Lynn Hoshihara  
**Subject:** RE: Approval Request Contract RFP AP 18-22 Air Traffic Control Equip Maintenance Services at DTS

Yes, Ma'am, I will do! Thank you!

Have a great day!

Most Respectfully,

Jesica

**From:** Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Sent:** Wednesday, May 4, 2022 3:57 PM  
**To:** Jesica Darr <jdarr@myokaloosa.com>  
**Subject:** Re: Approval Request Contract RFP AP 18-22 Air Traffic Control Equip Maintenance Services at DTS

No need to apologize. Will you please incorporate my changes into the final draft or include Chad's one change into the version I sent you earlier?

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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**From:** Jesica Darr  
**Sent:** Wednesday, May 4, 2022 4:15:03 PM  
**To:** Lynn Hoshihara  
**Subject:** RE: Approval Request Contract RFP AP 18-22 Air Traffic Control Equip Maintenance Services at DTS

Good Afternoon!

My apologies. I didn't realize that I requested approvals two times.

The attached is the final version. The only change from below is that Chad wanted the contractor to invoice "within 30 calendar days of any work/services being performed" instead of monthly (as seen in Paragraph 2.).

Thank you for your time! Have a good day!

Very Respectfully,

Jesica

**From:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>

**Sent:** Wednesday, May 4, 2022 3:08 PM

**To:** Jesica Darr <[jdarr@myokaloosa.com](mailto:jdarr@myokaloosa.com)>

**Subject:** Re: Approval Request Contract RFP AP 18-22 Air Traffic Control Equip Maintenance Services at DTS

Is this different than the one I just reviewed?

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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**From:** Jesica Darr

**Sent:** Tuesday, May 3, 2022 4:18 PM

**To:** Kerry Parsons; Kristina LoFria; Bonnie Tierney

**Cc:** Dan Sambenedetto; Lynn Hoshihara; Karen Donaldson

**Subject:** Approval Request Contract RFP AP 18-22 Air Traffic Control Equip Maintenance Services at DTS

Good Afternoon, All !

Please see the attached word document contract and the PDF attachments for RFP AP 18-22, Air Traffic Control Equip Maintenance Services at DTS.

Please feel free to mark-up the word document.

Please see attached for your review and approval. Feel free to reach me with any questions.

## Jesica Darr

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**From:** Allyson Oury  
**Sent:** Tuesday, May 3, 2022 3:13 PM  
**To:** Jesica Darr; Robert Chad Rogers  
**Subject:** RE: Airport Approval RFP AP 18-22 Air Traffic Control Tower Maint Draft Contract

Thanks, Jesica. I was not questioning the contract language or Purchasing's application of approved language. Just trying to educate myself on some of the more legal jargon in our contracts. I reached out to Kerry and she explained it very well, which helps me to understand the type of situations where this kind of clause provides protection. Most importantly, she assured me I didn't need to pay the contractor an additional \$10 to cover this consideration language.

This effort is not grant funded

The estimated budget for each year is \$25,000.00 (The quote is actually \$14,500 annually plus parts & materials with extra fees for any emergency situations.)

Department number is 4210

Account number is 534900

Thank you!

Allyson Oury, CPA  
Airports Chief Financial Officer  
Okaloosa County

**From:** Jesica Darr <jdarr@myokaloosa.com>  
**Sent:** Tuesday, May 3, 2022 2:54 PM  
**To:** Allyson Oury <aoury@myokaloosa.com>; Robert Chad Rogers <rrogers@myokaloosa.com>  
**Subject:** RE: Airport Approval RFP AP 18-22 Air Traffic Control Tower Maint Draft Contract

Allyson,

Good Afternoon !

Thank you for the feedback!

I'll send the draft contract over to risk and legal. The estimated cost that was sent over initially was \$25,000.00 per year. The total will allow Jeff to sign the contract, once the contractor has reviewed and signed.

In reference to the question regarding the language of the ten dollar amount, under the indemnification and waiver of liability clause, the language refers to the contractor's acceptance of consideration. This further legally protects the County and assists to bind the contractor to recognize and comply with that particular clause. As Purchasing coordinators, we always use legal contract templates (that were written by the County's legal team and approved by Purchasing management). We only have around 4 contract templates and those are selected upon the dollar threshold and type of service, such as consultant services versus construction. All of the language seen within a County contract, is standard language written by the County's legal team. The indemnification clause is necessary in all contracts and it doesn't change from requirement to

## Jesica Darr

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**From:** Kristina LoFria  
**Sent:** Tuesday, May 3, 2022 4:03 PM  
**To:** Jesica Darr  
**Subject:** RE: Approval Request Contract RFP AP 18-22 Air Traffic Control Equip Maintenance Services at DTS

Jesica,

Good afternoon, this is approved by Risk for insurance purposes only.

Thank you

*Kristy LoFria*

Okaloosa County BOCC-Risk Management  
Public Records & Contract Specialist  
302 N Wilson St Suite 301  
Crestview, Florida 32536  
[klofria@myokaloosa.com](mailto:klofria@myokaloosa.com)  
850-689-5979



For all things wellness please visit:

<http://www.myokaloosa.com/wellness>

**"When the winds of adversity blow against your boat, just adjust your sail."**

**"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost**

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

**From:** Jesica Darr <jdarr@myokaloosa.com>  
**Sent:** Tuesday, May 3, 2022 3:19 PM  
**To:** Kerry Parsons <kparsons@myokaloosa.com>; Kristina LoFria <klofria@myokaloosa.com>; Bonnie Tierney <btierney@myokaloosa.com>  
**Cc:** Dan Sambenedetto <dsambenedetto@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>  
**Subject:** Approval Request Contract RFP AP 18-22 Air Traffic Control Equip Maintenance Services at DTS

## Jesica Darr

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**From:** Bonnie Tierney  
**Sent:** Thursday, February 17, 2022 2:13 PM  
**To:** Jesica Darr; Dan Sambenedetto  
**Cc:** DeRita Mason  
**Subject:** RE: RFP AP 18-22 Approval requested by Thursday 17 Feb 2022 please

Hello,  
This standard maintenance agreement is approved by IT. No issues.  
Bonnie

**From:** Jesica Darr  
**Sent:** Monday, February 14, 2022 11:39 AM  
**To:** Dan Sambenedetto <dsambenedetto@myokaloosa.com>; Bonnie Tierney <btierney@myokaloosa.com>  
**Cc:** DeRita Mason <dmason@myokaloosa.com>; Jesica Darr <jdarr@myokaloosa.com>  
**Subject:** RFP AP 18-22 Approval requested by Thursday 17 Feb 2022 please

Dan or Bonnie,

Good Morning !

I'm posting this advertisement to the public this morning.

I thought that the IT portion was not applicable so I did not send it to you. However, the more I think about it, the more I realize that this may be IT related and require your approval.

If you have any changes required, please send to me and I can post an addendum to the public. Either way, please see for your review and approval.

Thank you! Have a good day!

Respectfully,

Jesica



**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA  
AND CNC NAVTECH, LLC.**

**THIS AGREEMENT** (hereinafter referred to as the “Agreement”) is made this 19<sup>th</sup>, day of May, 2022, 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 CNC NAVTECH, LLC., a Florida Limited Liability Company authorized to do business in the State of Florida (hereinafter referred to as “Contractor”) whose Federal I.D. # is 46-4829937.

**RECITALS**

**WHEREAS**, the County is in need of a contractor to provide Air Traffic Control Tower Equipment Maintenance at the Destin Executive Airport (DTS) (“Services”); and

**WHEREAS**, pursuant to the Okaloosa County Purchasing Manual, the County issued a Request for Proposals 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 in accordance with the proposed pricing schedule listed within Attachments “A” Procurement RFP AP 18-22 and Contractor’s Response and “B”- Pricing Schedule, as further detailed below.

**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 RFP AP 18-22 and Contractor’s Response;
- Attachment “B” – Pricing Schedule;
- Attachment “C” – Insurance Requirements;
- Attachment “D” – Title VI list of pertinent nondiscrimination acts and authorities;
- Attachment “E” – Scrutinized Companies Certification;
- Attachment “F” – Federal Clauses

**2. Services.** Contractor agrees to perform the following services, Air Traffic Control Tower Equipment Maintenance Airport. 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

**CONTRACT #: C22-3200-AP  
CNC NAVTECH, INC.  
AIR TRAFFIC CONTROL TOWER  
EQUIPMENT MAINTENANCE AT VPS  
EXPIRES: 05/19/2023 W/ 4 (1) ONE YEAR  
RENEWALS**

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.

**3. Term and Renewal.** The contract period is (1) one, base-year term, with four (4) additional one (1) year renewals.

**Base Term:** The Base Term of this Agreement shall commence after all applicable parties have signed the contract and shall remain in effect for one (1) year from the commencement date, unless terminated earlier as provided for in the contract. The successful Respondent will be responsible for providing continuous services 24 hours per day, 7 days per week, every day of the year.

**Renewals:** The parties reserve the right to exercise four (4) additional one (1) year renewals, provided that the parties mutually agree to exercise the renewals no less than ninety (90) days prior to the end of the Base Term. In order to exercise the renewals, the successful Respondent must provide a written request to the County identifying its interest in exercising the renewals. The County may accept or reject the request at its sole discretion.

**4. Compensation.** The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount, in accordance with the proposed pricing schedule listed within Attachments "A" Procurement RFP AP 18-22 and Contractor's Response and "B"- Pricing Schedule, as further detailed below.

- a. Contractor shall submit an invoice to the County within thirty (30) calendar days of any work/services performed. 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.

**Disbursement.** Reimbursable expenses associated with this Agreement are listed in accordance with Attachment "A". Parts and materials (components) that may be required and approved by DTS will be ordered (to include any related shipping costs) and installed by the contractor will be billable at cost plus a maximum of 5% mark-up and the mark-up percentage is non-negotiable.

Prior to the purchase of any parts or components, a written quote must be submitted and approved by the DTS Airport and limited to five (5) percent mark-up on parts and services procured to satisfy the maintenance contract. The last line item of the pricing schedule refers to a material mark-up percentage. The material term referred to on this line item is for required components that the Contractor purchases for repairs or addition of new equipment.

- b. **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.

- c. 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.

**5. 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.

**6. 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 "C" 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.

**7. 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.

**8. 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.

**9. 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](mailto:riskinfo@myokaloosa.com).**

**10. 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.

**11. 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:

<b>If to the County:</b>	Tracy Stage, Airport Director 1701 State Road 85 North Eglin, AFB 32542-1498 <a href="mailto:tstage@myokaloosa.com">tstage@myokaloosa.com</a>	<b>With a copy to:</b> County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
<b>If to the Contractor:</b>	Charles Smith 2005 Murcott Drive, Unit C. St. Cloud FL, 34771 <a href="mailto:CHARLES@cncnavtech.com">CHARLES@cncnavtech.com</a>	

**12. 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.

**13. 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.

**14. 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.

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

- e. 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".
- f. 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.
- g. 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.
- h. 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.
- i. 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:

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

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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 "E". 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.

**23. 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.

**24. 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.

**25. 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.


**26. 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.


WITNESS:

Signature

Print Name

  
Michael Friend

BY:

  
Charles Smith CEO CNC NAUTECH

WITNESS:

Signature

Print Name

Roland C. Sims Jr

OKALOOSA COUNTY, FLORIDA

BY:

  
Mr. John Hofstad, County Administrator

RFP AP 18-22  
Air Traffic Control Tower Equipment Maintenance  
at the Destin Executive Airport (DTS)  
**Attachment "A" -  
Procurement RFP AP 18-22  
and Contractor's Response**

3/15/2022

Charles Smith  
CNC NAVTECH

Air Traffic Control Tower Equipment Maintenance  
Destin Executive Airport (DTS)

**Letter of Interest**

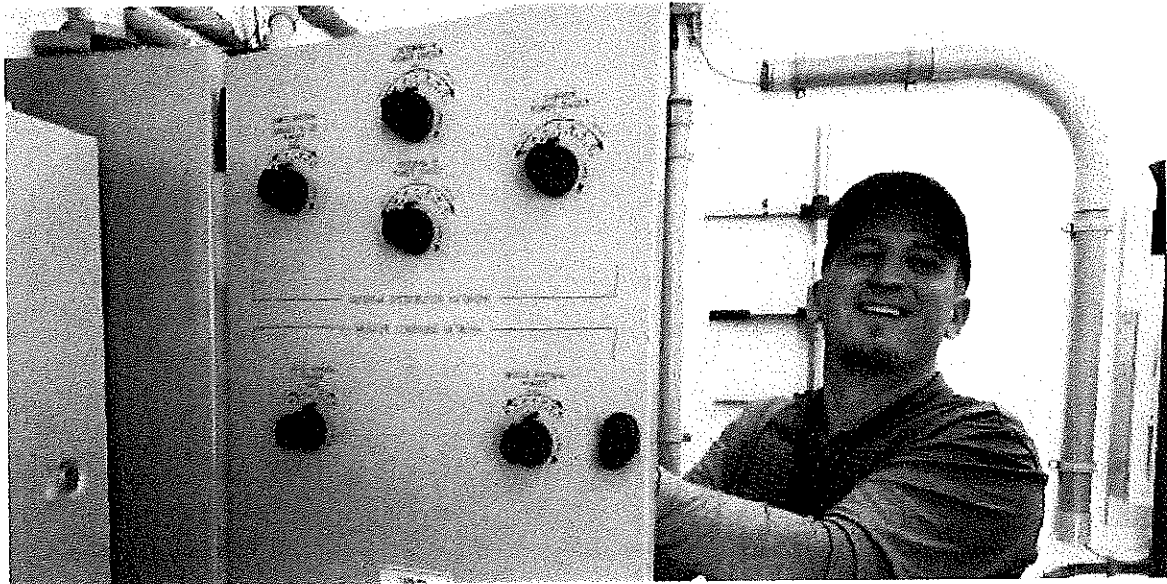
Consider this our official letter of interest for the Air Traffic Control Tower Equipment Maintenance bid for Destin Executive Airport. CNC NAVTECH was founded by Veterans with numerous years of experience in Air Traffic Control and Landing Systems (ATCALS) maintenance. We have over 40+ years of experience maintaining, installing, consulting, and training in various systems from Legacy to NexGen technologies in support of the National Airspace (NAS). Our standard is to not only provide the best service viable but make the impossible possible. We stride to go above and beyond to improve the facilities we maintain.



CNC NAVTECH is a Small Veteran Owned Business,  
Registered with the State of Florida.



CNC NAVTECH



## CEO - Charles Smith

Founder and CEO Charles Smith is an Air Force Veteran who served in Combat working on TACAN and ILS. Also serving at multiple bases state side, on VOR, ASOS, and other Air Traffic Control Electronics. He was an SMT and 7 Level in his Meteorological and Navigational (METNAV) Career field as well as a Subject matter Expert on ILS.

AS- Electronics Systems - Community College of Air Force

BS - Mathematic - Clayton State University

BS - Psychology - Clayton State University





## Lead Engineer - Douglas Lowe

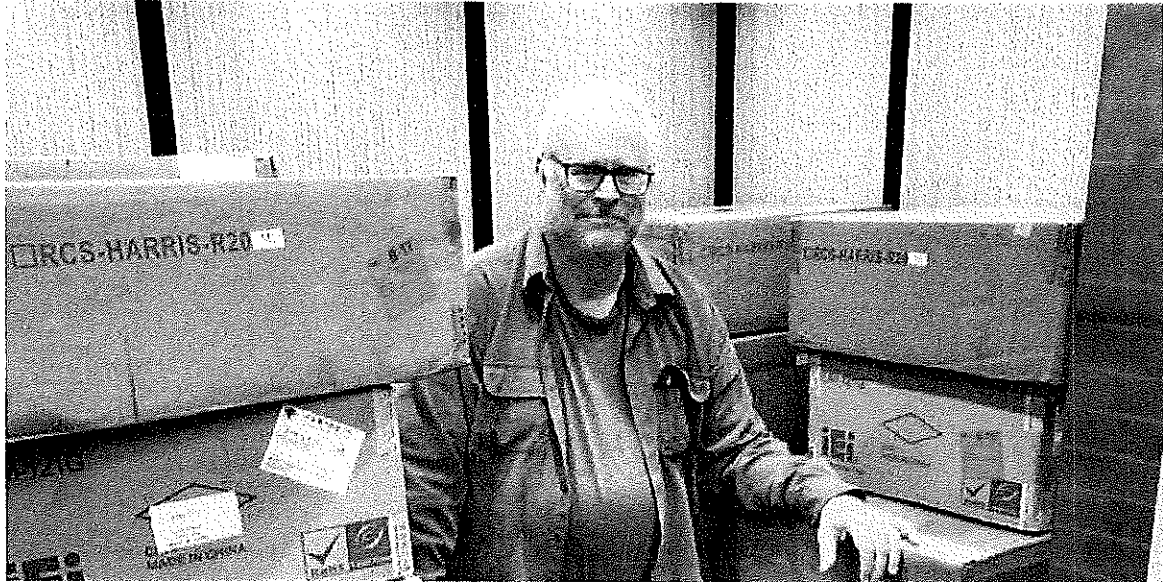
Douglas Lowe is Marine Corps Veteran that served at MCAS New River as a RADAR technician on the ASR-8, TPX-42, FPN-63 and MK20 ILS (Localizer and Endfire Glideslope).

Studied Engineering at Georgia Institute of Technology

AS - Political Science - Clayton State University

BS - Mathematics - Clayton State University

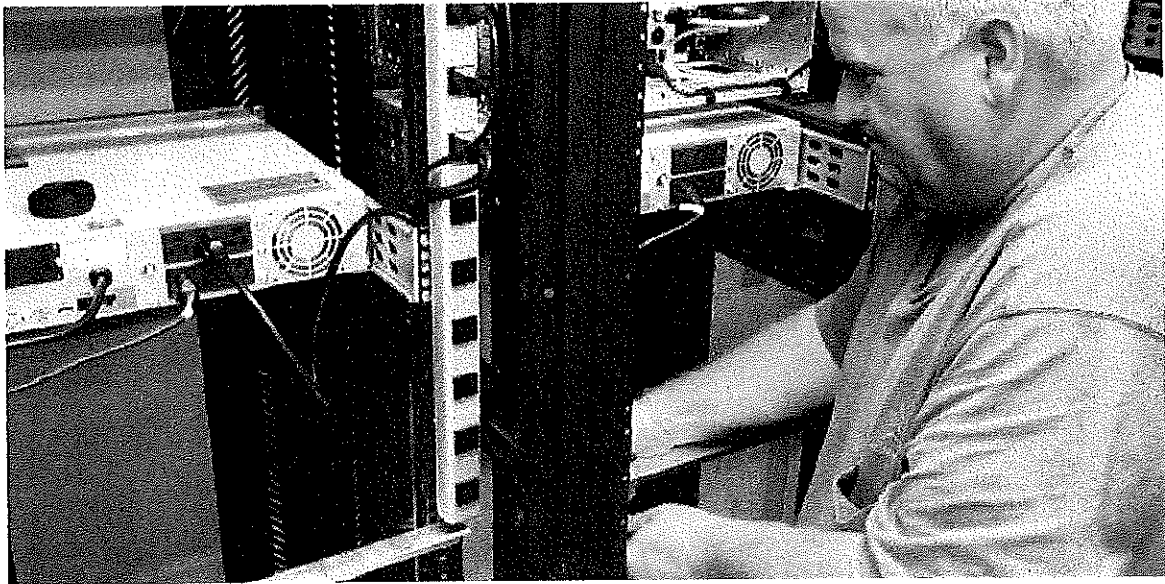
MS - Electrical Engineering - Ohio University



## Director of Operations - Roger Patterson

Roger Patterson is an Air Force Veteran who served at Torrejon, Homestead, Lowery, and Holloman Air Force bases in the research labs. He also has over 30 plus years of experience as Technical Support Staff for Navigations and Communications in the Federal Government.

BS - Computer Science - Kansas State University



## Senior Installer - Mike Costa

Mike Costa has 30 plus years of civil service for various city municipalities. He is a master fabricator, wood worker, and general contractor. He has over seen many of the tough projects here at CNC NAVTECH and designed creative solutions to get the job done.

**Air Traffic Control Communication and Weather Systems**

Years of combined installation, maintenance, and repair on the following systems:

<b><u>Systems</u></b>	<b><u>Years of Experience</u></b>
Integrated Voice Switch (IVSR)	10+
AN/GRT-21 and AN/GRT-22 VHF and UHF	40+
CM200 Transmitters and Receivers	20+
PET-2000	20+
True time and Master clock - (GPS) time source	20+
Handheld and Vehicle AM Air to Ground radios	40+
Channel Bank, T1 Systems and (DEMARC)	40+
Small Tower Voice Switch (STVS)	20+
Stars Phase IV – Frequentis/Harris TVS	10+
CM300 V1 and V2/JOTRON TX's and RX's	10+
Various Recorders (Eventide, ATIS, DALR, etc.)	40+
Fiber Optics Transmission Systems (FOTS)	20+
Rapid Deployment Voice Switch (RDVS)	20+
Various Antenna Types (VHF, UHF, HF, etc.)	40+
Various types of Light Guns	40+
Weather systems (AWOS, Young, Vaisala, Mesotech, DASI, RVR)	40+



CnC NAVTECH

## Contact List for CNC NAVTECH

<i>Name</i>	<i>Position</i>	<i>Number</i>
Roger Patterson	COO	239-603-4556
Charles Smith	CEO	407-285-4536
Doug Lowe	CFO	407-279-6498



CnC NAVTECH

## Reference List for CNC NAVTECH

<b>Organization</b>	<b>Name</b>	<b>Contact</b>	<b>Description</b>
Audet Electric (Gulf Shores Tower Installation)	Jaclyn Brunson (Project Manager)	251-947-4707 Jbrunson@Audetelectric.com	Installed and FAA Certified the communications of the new ATCT
North Florida Regional Airport	Kevin Harvey (Airport Manager)	904-814-6606 KCH@SGJ-airport.com	Maintenance of the ILS and all ATCT communications systems
Punta Gorda Airport	Ron Mallard (COO/Airport Director)	407-716-5939	Maintenance of the ILS and all ATCT communications systems

Thank you for your time on this matter and look forward to servicing your airport needs.

Charles Smith  
Owner/CEO  
CNC NAVTECH  
407-285-4536  
CNCNAVTECH.COM

CNC NAVTECH



CnC NAVTECH



**REQUEST FOR PROPOSALS ("RFP") & RESPONDENT'S ACKNOWLEDGEMENT**

**RFP TITLE:**  
Air Traffic Control Tower Equipment Maintenance  
at the Destin Executive Airport (DTS)

**RFP NUMBER:**  
RFP AP 18-22

**ISSUE DATE:** February 14, 2022 8:00 A.M. CST  
**LAST DAY FOR QUESTIONS:** March 08, 2022 3:00 P.M. CST  
**RFP OPENING DATE & TIME:** March 16, 2022 3:00 P.M. CST

**NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.**

Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this RFP are incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be submitted electronically by the time and date listed above. Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

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

COMPANY NAME CNC NAUTECH  
MAILING ADDRESS 2005 Murcott Drive  
Unit C  
CITY, STATE, ZIP St Cloud, FL 34771  
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 46-4889937  
TELEPHONE NUMBER: 407-285-4536 EXT: \_\_\_\_\_ FAX: \_\_\_\_\_  
EMAIL: Charles@CNCNAUTECH.com

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

AUTHORIZED SIGNATURE: [Signature] TYPED OR PRINTED NAME: Charles Smith  
TITLE: CEO DATE: 15 March 2022

**NOTICE TO RESPONDENTS**  
**RFP AP 18-22**

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until **3:00 p.m. (CST) March 16, 2022**, for Air Traffic Control Tower Equipment Maintenance at the Destin Executive Airport (DTS).

Interested Respondents desiring consideration shall submit their response online at Vendor Registry. Submissions shall be portrait orientation and 8 ½" x 11" where practical. Font shall be 12 point and Respondents are limited to forty (40) pages, excluding the required forms.

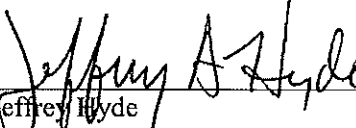
Interested respondents desiring consideration shall submit their response online at Vendor Registry through the link provided below:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

Unless otherwise stipulated in the proposal description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until **3:00 p.m. (CST) March 16, 2022**, at which time all proposals that are timely submitted will be opened and reviewed.

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

For this solicitation please contact:  
Jessica Darr, Contracts and Lease Coordinator  
850-589-5960  
jdarr@myokaloosa.com

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

02/10/22  
Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

Mel Ponder,  
Chairman



# PROPOSAL REQUIREMENTS

## PROPOSAL #: RFP AP 18-22

### **PROPOSAL ITEM: Air Traffic Control Tower Equipment Maintenance at the Destin Executive Airport (DTS)**

#### **BACKGROUND**

The Okaloosa County Board of County Commissioners is soliciting Proposals including costs of services from interested firms detailing past performance, technical, and resource qualifications to provide various services for the inspection, maintenance, and repair of County-owned communications and weather systems at the Air Traffic Control Tower (ATCT) located at the Destin Executive Airport (DTS) in Destin, Florida. Preventative maintenance on all equipment items is required annually, at a minimum.

The airport is in a well-developed resort town with many hotels, restaurants, and big box stores in close vicinity. The airport is located within a 30-minute drive south of Interstate-10 in Destin. Access is open with paved drive and parking close to the entrance. Full access to the tower will be afforded from 0600-2200 with additional hours as required with advance notice.

The tower frequencies are listed below and include 4-wire Shout and 2-digit dial lines through the FAA Telecommunications Infrastructure (FTI) contract.

<u>Radios</u>		<u>Telco</u>
<u>Function</u>	<u>Frequency</u>	Shout Line
Ground	VHF 121.6000	Two (2) Digit Dial Lines
Local (Tower)	VHF 118.4500	Tower lines (one recorded)
ASOS/ATIS	VHF 133.9250	911 Crash Phone Hot Line

There are four tower telephone numbers, to include a crash line and secondary crash line. The numbers will be provided to the awardee.

It is the contractor's responsibility to ensure that the communications and weather systems (CWS) are operational and are maintained in accordance with the Federal Aviation Administration (FAA) Orders and Advisory Circulars and manufacturer's recommendations. Additional duties include repair of CWS as necessary to keep the ATCT operational.

Contractor shall provide all labor, tools, materials and equipment and perform all work required for the maintenance and potential repair of all items detailed in these specifications to include but not limited to field wiring, punch down and distribution blocks, racks, grounding, and control systems for the ATCT equipment within the ATCT. All work shall be logged in the on-site CWS documentation.

#### **SCOPE OF WORK**

The scope of these services includes (but may not be limited to) the following:

1. Provide Periodic Maintenance (PM) services for the following systems listed below:
  - a. Voice Communications Control System (VCCS)
  - b. Two (2) VHF Jotron Transmitters, Two (2) VHF Jotron Receiver radios and one (1) VAL ATIS Transmitter. PM shall include testing and tuning as required by the FAA JO 6600.31.
  - c. One (1) Desktop ICOM VHF transceiver
  - d. Two (2) ICOM VHF handheld transceivers
  - e. Five (5) Antennas complete with Polyphasers
  - f. Radio Filters
  - g. Voice Recorder
  - h. Global Positioning System (GPS) Synchronized Clock and Displays
  - i. Uninterruptable Power Supplies (UPS)
  - j. Telephone System
  - k. Light Gun
  - l. Counter
  - m. Cabling Wiring and Racks
2. Provide on-call telephone support to DTS for remote trouble shooting/repair.
3. Provide on-site unscheduled support as agreed by the DTS airport.
4. Provide repairs or additions as required and as agreed by the DTS airport.
5. Analyze and provide spares as approved by the DTS airport.
6. Analyze warranties and provide Airport with data regarding required replacement/repair and schedule.

These scope items are explained more specifically below:

1. PM for Systems

See Appendix A for PM Table and Appendix B for Manufacturer's PM Instructions (for VCCS & Radios). Contact the Airport Manager who will then coordinate with the Air Traffic Manager (ATM) prior to travel to the airport. Review PM Table with ATM to verify functionality in the event that minor materials may be required. Provide written report using the table in Appendix A as a guide.

2. Provide telephone support

Telephone support shall be provided to DTS personnel to assist in the trouble shooting and possible quick fix of problems that might be resolved by on-site DTS personnel. The Contractor shall provide telephone support 24 hours per day and 7 days per week. Contractor shall provide cell phone numbers to the assigned technician(s). This support shall be provided on an emergency basis requiring a one (1) hour response and a non-emergency requiring an eight (8) hour response. DTS will leave a voicemail and will also send a text message if the required support is an emergency and positive verbal confirmation not made on the initial call.

3. Provide on-site unscheduled support as agreed by the DTS Airport

This includes on-site support that may be required by the Contractor and approved by DTS to alleviate problems to keep the CWS operational that cannot be resolved through remote calls as listed above. This support shall be provided on an emergency basis requiring a twenty-four (24) hour response and a non-emergency requiring a three (3) day response.

4. Provide repairs or addition of new equipment as required and agreed by the DTS Airport  
This includes parts and materials that may be required and approved by DTS. Parts will be ordered (to include any related shipping costs) and installed by the contractor at cost plus a maximum of proposed/negotiated mark-up. Prior to the purchase of any parts or components, a written quote must be submitted and approved by the DTS Airport and limited to proposed/negotiated mark up on parts and services procured to satisfy the maintenance contract.
5. Analyze and provide spares as approved by the DTS Airport  
Contractor shall analyze existing spares stock and manufacturer's recommended spare parts and provide recommendations to DTS for purchase of spares.
6. Analyze warranties & provide Airport with data regarding required replacement/repair & schedule  
Contractor shall review all warranties, document expiration dates, examine potential warranty extensions and provide DTS with a complete schedule. This includes support updating FCC licenses for radio frequencies at the appropriate time as to not let the frequency license lapse.

**Pricing**

Contractor shall price Base Year 1, as shown below:

**Base Year 1:**

The proposed hourly rates should be inclusive and reflect all costs associated with these services {(not limited to) materials, labor, equipment, all associated fees-indirect costs, direct costs and profit}

Task	Proposed Price
<b>Base Services - Annual Site Inspection/Periodic Maintenance Trip, Spares Analysis, and Warranty Analysis with PM Schedule</b>	\$14,500
<b>Telephone Support</b>	Included
First two (2) Hours of Troubleshooting Support	Included
Ensuing Support Hourly Charge	Included
<b>Non-Emergency On-Site (respond within 3 days):</b>	
On-site Unscheduled Trip Cost: One Day On-site including Round Trip Travel expenses	Included
Cost per Additional Day for Unscheduled Trip Cost while On-site including expenses	Included
Spares, Parts and Material Mark-up Percentage (%)	5%
<b>Emergency On-Site (1-day response):</b>	
On-site Unscheduled Trip Cost: One Day On-site including Round Trip Travel expenses	\$1,000
Cost per Additional Day for Unscheduled Trip Cost while On-site including expenses	\$400
Spares, Parts, and Material Mark-up Percentage (%)	5%

**The Example Contract Year, below, shall not be proposed to by the Respondent.**

The Example Contract Year, as seen below, is provided **to the Respondent for informational purposes only** and will be utilized by the Okaloosa County Purchasing Department in order to assist as a decision-making tool for the price evaluation.

**Example Contract Year**

1. Base Services
2. Three (3) Trouble Telephone Support Calls not to exceed 2 hours (6 total hours)
3. Two (2) Non-Emergency, Unscheduled One-Day On-Site Trips, \$1,000 parts required
4. Two (2) Emergency, Unscheduled One-Day On-Site Trip, \$1,500 parts required
5. One of the on-site non-emergency trips requires two (2) additional days to resolve the repair.
6. One of the emergency trips spills into an additional day.

Total Price for Example Year (Tasks 1-6 above)

**NOTE: \* Optional Renewal Years 4-5: Rates will be adjusted by the County per the U.S. Bureau of Labor Statistics Consumer Price Index (CPI), as defined by the US Bureau of Labor Statistics, 30 days prior to the anniversary date of award and for the full year average.**

**1. TERM**

- 1.1 The contract period is (3) three years with the option for two (2), one (1) year renewals.
- 1.2 Base Term: The Base Term of this Agreement shall commence after all applicable parties have signed the contract and shall remain in effect for one (1) year from the commencement date, unless terminated earlier as provided for in the contract. The successful Respondent will be responsible for providing continuous services 24 hours per day, 7 days per week, every day of the year.
- 1.3 Renewals: The parties reserve the right to exercise four (4) additional one (1) year renewals, provided that the parties mutually agree to exercise the renewals no less than ninety (90) days prior to the end of the Base Term. In order to exercise the renewals, the successful Respondent must provide a written request to the County identifying its interest in exercising the renewals. The County may accept or reject the request at its sole discretion.
- 1.4 Holding Over: In the event the Base Term expires and the Renewal is not exercised or a new Agreement has not been executed by the end of the executed final Renewal period, then at the sole discretion and upon written consent of the County, this Agreement shall continue in effect on a month-to-month basis under the terms and conditions set forth in this Agreement subject to the adjustment of the hourly employee rate to be established at the sole discretion of the County. The consent of the County to continue operating on a month-to-month basis may be terminated upon thirty (30) days' written notice to Respondent.

## **2. CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

- 2.1 Prompt notice of all defective Work of which County have actual knowledge will be given to Contractor. All defective Work may be rejected, corrected or accepted.
- 2.2 The County shall be the sole judge of the quality of maintenance and repairs performed by the Contractor. The Airport may at any time, may determine if satisfactory maintenance and repairs are being performed. County, Airport Maintenance Representative, Airport Maintenance Representative Consultants, other representatives and personnel of County, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation for inspection and acceptance of Work. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's site safety procedures and programs so that they may comply therewith as applicable.
- 2.3 If Airport determines that said maintenance or repair is not satisfactory, Airport shall so notify Contractor in writing. If said maintenance or repair is not performed satisfactorily by Contractor within ten (10) calendar days after receipt of the aforesaid written notice, Airport or its agents shall have the right to correct, remove, accept work, suspend or terminate contract, or, the Airport may exercise the option to perform the maintenance or repair on behalf of Contractor and Contractor agrees to promptly reimburse Airport for administrative costs equal to 100% of total cost. Airport may charge its cost of performance as a deduction against Contractor's Compensation.

Notwithstanding the above provision, any hazardous or potentially hazardous condition shall be corrected immediately upon receipt by Contractor of oral notice given from County.

- 2.4 In the event of termination, other than termination for County Convenience, due to failure of performance by the County, the Contractor shall become financial liable to fully fund all related expenses to the County for obtaining services from another qualified vendor, resulting from aforementioned performance failure.

## **3. PERFORMANCE BOND**

A performance bond is not required for this effort.

## **4. SAFETY AND PROTECTION**

- 4.1 Safety shall be given paramount importance during all activities completed in this Agreement. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
  - i. all persons on the Work site or who may be affected by the Work;
  - ii. all the Work and materials and equipment, whether in storage on or off the site; and

iii. other property at the site or adjacent thereto

4.2 Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury of loss; and shall erect and maintain all necessary safeguards for such safety and protection. In this regard, Contractor and its designated representatives will follow all Federal, State, and local rules and regulations applicable to operations at the Airport Facility. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable and shall be remedied by Contractor.

## 5. OTHER CONSIDERATIONS

- 5.1 Safety of the Contractor's personnel and equipment is the responsibility of the Contractor.
- 5.2 The Contractor must be duly licensed in accordance with federal and state statutory and regulatory requirements to perform the work. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the Owner through Okaloosa County Airports Department before commencing work.
- 5.3 The Contractor shall promptly respond to and clean-up any released or threatened release of any hazardous material in accordance with applicable federal, state or local regulations. The Airports Director should be notified immediately of any release or threatened release of any hazardous material. The Contractor shall be responsible for paying any and all costs associated with violations of law or regulation relative to Contractor's activities.
- 5.4 The Contractor must provide sufficient personnel and management to assure the policies and procedures of work meets the requirements and intent of the requirement.

**Proposal Responses** shall be limited to 10-single sided pages (not including mandatory forms) and MUST be submitted in the format described below:

Letter of Interest. Provide a letter with a brief company synopsis and ability to assign resources to meet the County's needs related to the services. The letter should clearly list the available resources to meet requirements.

Organizational Chart and Description of Key Personnel. Include assigned roles as well as past experience with airport CWS installation and maintenance, to include all training certificates and FCC Radiotelephone License.

Area of Expertise. Include a listing of ATCT CWS installation and maintenance locations and scope representative of this expertise.

1. Level of Previous Experience and Certifications of Personnel (**Point Value = 40**): Describe the level of previous experience and certifications of proposed team personnel with CWS maintenance, repair and installation.
2. Cost/Pricing (**Point Value = 35**): The respondent shall propose line item costs utilizing Base Year 1 chart provided within the solicitation RFP AP 18-22.
3. Firm's Resource Capability: (**Point Value = 15**): Firm's resource capability for required services (ability to execute immediately) and proven history of on-time maintenance and repair execution and support services rendered.
4. Professional Industry References (**Point Value = 10**): Provide a list of references within the last five (5) years, list three (3) current references representative of related past experience to include, as a minimum, a contact person, company name, phone number and a brief description of the scope.

## **PROCEDURES AND EVALUATION OF PROPOSALS**

The response to the RFP and all supporting documentation is required and must be signed by a company official with the power to bind the company in its contract. The Response must be completely responsive to the RFP guidelines for consideration by the County.

The submittals will be reviewed by a Selection Review Committee appointed by the Board of County Commissioners. Responses should be responsive to the items identified in this RFP and contain no more than 10 pages, #12 font minimum. The 10 page maximum excludes the cover, table of contents, and copies of required forms.

The Committee will review the Responses received unless determined to be non-responsive or non-responsible. The Committee will rank each Response based on the scoring criteria provided below which demonstrate firm's capabilities, ability, and adequacy of personnel, past record, recent experience, current workload, and the overall adherence to the RFP. At the sole discretion of the Selection Review Committee, oral presentations may be requested from the highest ranked firms.

***NOTE: Failure to provide all the required information, in the required format, may disqualify the vendor from further consideration.***

Evaluation of proposals and selection of a successful proposer shall be at the sole discretion of County. This will be a qualifications-based selection. The County reserves the right to determine whether Respondents have the minimum qualifications to perform a contract of this type. The determination by the County concerning Respondent qualifications shall be final. Respondents will be evaluated using the following criteria and respective weights. Firms submitting a proposal in response to the RFP may be required to give an oral presentation to County representatives. The request for an oral presentation shall in no way constitute acceptance of a proposal or imply that an agreement is pending. The County reserves the right to award the opportunity to provide the services specified herein based on initial proposal submissions without oral presentations. In evaluating the proposals, the County reserves the right to accept or reject all or any part of any proposal and waive minor technicalities.

Any exceptions and/or deviations to these specifications must be clearly identified, otherwise, it will be considered that items offered are in strict compliance with these specifications and the successful contractor will be held responsible for delivering all requirements meeting these specifications. Any exception and/or deviations must be referenced by item number and explained in detail in the provided area.

**Scoring Criteria** – each Proposal will be evaluated based on the scoring criteria listed above under the Proposal responses Items 1 - 4.

**PROCUREMENT SCHEDULE (ANTICIPATED)**

RFP Advertised & Posted on Website	February 14, 2022
Deadline for Questions	March 2, 2022
RFP Response Due Date	March 14, 2022
Review Committee Meeting	Week of April 12, 2022
Oral Presentations *if needed	Week of March 18, 2022
Recommend Award via ITA	March 22, 2022
Contract Negotiations	Week of March 25, 2022
Finalize/Execute Agreement by BOCC	May 17, 2022

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## **Appendix A: DTS ATCT Equipment Periodic Maintenance Tasks**

**Appendix A DTS ATCT Equipment Periodic Maintenance Tasks**

Item Description	Manufacturer	Model #	Remarks	Yearly Periodic Maintenance Required
Voice Communications Switching System	Harris	Liberly Star	Dual Harris Jackboxes at each position	See Appendix B for instructions. Clean all filters and equipment bodies/chassis. Check ground wire and lugs. Check punchdown connections. Check jackboxes and all cab mounted equipment. Contact manufacturer for firmware updates.
Touch Entry Displays	Mintronix	MP500M	16" display	See Appendix B for instructions. Contact manufacturer for firmware updates.
Main Radio Transmitters	Jotron	TA-7750		See Appendix C for instructions. Contact manufacturer for firmware updates.
Main Radio Receivers	Jotron	TR-7750		See Appendix C for instructions. Contact manufacturer for firmware updates.
Tunable Backup Base Station	ICOM	IC-A110B		Clean all filters and equipment bodies/chassis. Check antenna and recorder connections, ground wire and lugs. Check punchdown connections. Contact manufacturer for firmware updates.
Tunable Back-up Hand-Held Transceivers	ICOM	IC-A6		Clean charging connectors, check frequencies
VHF Radio Antennas	TACO	D-5076		Check connectors, see Appendix C for instructions. Check antenna body for damage and wear.
	Polyphaser	IS-B50LN-C0		Visually inspect for damage. Check ground lugs and clean, replace if necessary.
Coaxial Antenna Cable	Times Microwave	LMR-400		Visually inspect for wear and damage.
Cavity Filters	Telewave	TWPC-1405-2		Contact manufacturer for firmware updates. Check functionality and frequency range.
Recording System	Stancil	NexGen Recorder	16 channels, RAID1 System	Clean the filter screen. Remove dust off of the system. Contact manufacturer for firmware updates.
Airport Terminal Info. System (ATIS)	Interalla	SBX2		Clean all filters and equipment bodies/chassis. Check ground wire and lugs. Check punchdown connections. Contact manufacturer for firmware updates.
	VAL Avionics	AWOS 2000		Clean all filters and equipment bodies/chassis. Check antenna and recorder connections, ground wire and lugs. Check punchdown connections. Contact manufacturer for firmware updates.
	Wolen, LLC	AAIU	FAA-Approved	Clean unit check connections. Contact manufacturer for firmware updates.
Backup Weather Tower	Rohn	45G	30 ft high; same as used for AWOS	Visually inspect tower for corrosion to include all connections and at foundation. Inspect foundation for cracks or settlement. Inspect grounding.

Item Description	Manufacturer	Model #	Remarks	Yearly Periodic Maintenance Required
Radio Link	Teledesign	TS4000	FAA Approved UHF radio link	Clean and check connections. Verify functionality. Verify frequency as required by the FCC. Contact manufacturer for firmware updates.
Backup Altimeter Setting Indicator/Sensor	Setra	Model 370		Verify readings with ASOS. Recalibrate if required. Contact manufacturer for firmware updates.
	RM Young	Model 61002		
Backup Wind Sensor	RM Young	Model 05103		Check bearings and calibrate speed and direction.
Backup Wind Indicators	RM Young	Model 06201		Contact manufacturer for firmware updates.
Backup Temperature and Dewpoint Sensor	RM Young	Model 41382LC		Clean and verify function
	RM Young	Model 43407		Clean and verify function
	RM Young	Model 46203	Not Specified but required by FAA for Temp and Dewpoint Sensor	Clean and verify function
Uninterrupted Power Source	Tripp-lite	APS2424		Replace batteries on first trip then every two (2) years.
Signal Light Gun	PPS	SLG	LED-based aviation signal light gun offer increased performance and reliability; sold to FAA, US Navy and US Air Force	Verify function and battery life. Verify battery allows full charge.
Headsets	Plantronics	SHS1890-25 & H31CD	25 ft. cords	Check functionality
Handsets	Walker	PTS-600-OP3-00		Check functionality
Microphones	Shure	104-C		Check functionality
Administrative Telephones	AT&T	Model 1040		Check functionality
Traffic Counter	Denominator	6 segment		Check functionality
Binoculars	Bushnell	175007		Check functionality
Controller Chairs	Demore	ESD 3312		Visually inspect for wear and function
GPS Digital Clock Receiver	ESE	ES-101		Verify synchronization with VCCS, recorder and ATIS. Contact manufacturer for firmware updates.
Digital Clock Displays	ESE	LX-993U		Contact manufacturer for firmware updates.
Cab Window Shades	Solar Screen	FAA Spec 2470b		Clean per manufacturer's recommendations. Check functionality.
Airfield Lighting Control Panel (ALCP)	Liberty Airfield Systems	Spirit LT		Contact manufacturer for firmware updates. Check functionality of all lights/NAVAIDS

## **Appendix B: VCCS Maintenance Instructions**

## Chapter 3 Maintenance

### 3.1 Introduction

This chapter contains information on the maintenance and calibration of the Liberty-STAR 3 and its associated assemblies.

### 3.2 Preventative Maintenance Procedures

Recommended routine maintenance activities are limited to monthly, semi-annual and annual checks. The LS3 is constantly monitoring its components, including T1/E1 loops, H100 networks, CE and PE hardware modules, 2-wire and 4-wire circuit interfaces and power supplies. Anomalies are reported at the SMART and an audible alarm can be triggered. Modules employ telltale LEDs to give an immediate visual indication of their status. However, checks must be done periodically to ensure that the system continues to function normally.

System checks:

- Monthly
  - View SMART fault indicators
  - Confirm status display of CE module LEDs
  - Touch Screen cleaning
- Semi-annually
  - Touch Screen calibration
- Annually
  - Position Checks
  - General Housekeeping

### 3.2.1 Monthly Maintenance Activities

- View SMART fault indicators
- Confirm status display of CE module LEDs
- Touch Screen cleaning

#### 3.2.1.1 View SMART Fault Indicators

- List of tools required
  - None
- Objectives
  - To verify that all the monitored components are working properly.
- Preliminary Set Up
  - If required, logon to the SMART (Maintenance level).
- Procedure
  - At the bottom of the SMART display, confirm that the following messages are displayed:
    - “Server is active”
    - “Connected to COP”
  - On the Menu bar, select Diagnostics/Status. This opens the Diagnostic Status Screen. Refresh the diagnostics then confirm that no indicators are red (no fault indications).
- Corrective Action in Case of Failure
  - Refer to Chapter 5, for the meaning of all of the indicators.
  - If an indicator is red, clicking on it will open a lower level screen, which will normally provide more detailed information about any problem.
  - Investigate all indicated faults. Attempt to relate any error indications with known discrepancies, such as a position temporarily out of service, etc.
- Check-out Steps
  - After any corrective action, confirm that the affected indicator has changed to green.

### 3.2.1.2 Confirm Status Display of CE Module LEDs

Depending on system size, the Central Equipment (CE) may contain Master Shelves, Master and Slave Shelves or a Compact Chassis.

Each of the modules in the Central Equipment cabinets has red and green LEDs to indicate the module status. Refer to Chapter 3 for the meaning of each of the module LED meanings.

- List of tools required
  - None
- Objectives
  - To verify that the LED indications on the CE modules and ancillary equipment such as channel banks, Aculab, RSS, GPS, clock, recorder, UPS, IP mux, fiber mux or echo canceller, Ethernet switch etc, reflect the state for correct operation of the system.
- Preliminary Set Up
  - None
- Procedure
  - On each shelf, confirm that the status lights reflect the operational status of the system. There should not be any red LEDs on during normal system operation.
- Power supply LED
  - Check that the power supply LEDs are not off or very dim.
- Ancillary Equipment
  - Check that all indications on the ancillary equipment are in accordance with the correct indications as detailed in the documentation supplied with the equipment.
- Corrective Action in Case of Failure
  - Relate any error indications to known discrepancies. If for instance a position is turned off, normally two COPs will indicate an alarm by displaying a red External E1/T1 Link LED, wink, flash or on. This is the correct indication for the known condition. Investigate all unexplained error indications. Refer to Chapter 5.

### 3.2.1.3 Touch Screen Cleaning

- Activate clean mode on the TED to disable the touch capability.
- Follow the screen manufacturer's recommended cleaning process.
- Deactivate clean mode on the TED.

### 3.2.2 Semi-Annual Maintenance

- Touch Screen calibration

It may be necessary to recalibrate the touch screen alignment on a periodic basis especially after a position computer is connected to a different screen. The means of calibrating the screen varies by screen manufacturer and the manufacturer's calibration procedures should be followed. The procedure below is provided to show the typical type of calibration steps required.

If the screen has been in use, it is recommended to clean it before commencing the calibration. After cleaning, launch the calibration process.

1. Close the TED application.
2. Locate the screen manufacturers calibration utility under the MS Windows environment. Launch the utility and follow the manufacturer's instructions.
3. After the calibration restore the TED to service and validate the touch screen operation.

### 3.2.3 Annual Maintenance Activities

- Position Checks
- General Housekeeping

#### 3.2.3.1 Position Checks

The following procedures will confirm the operation of the major functions of the position. The fact that a position can be put into maintenance mode and a test invoked from the position gives high confidence that the PACs, PAC loop and COPs are working normally.

The position must be put into maintenance mode in order to access the position tests. In maintenance mode, the user cannot activate any position assigned resources unless those resources are also in maintenance mode. The complete detailed procedures for the Position Function Tests are contained in Chapter 5.

- List of tools required
  - None
- Objectives
  - To verify that the positions are available and working properly.
- Preliminary Set Up
  - If required, logon to the SMART
  - Place the position under test into maintenance mode.
- Procedure



- Run test [04], VOLUME test, to verify that the headset and speaker volume controls are working properly.
- Run test [05], SENSE test, to confirm that the insertion of a headset/handset/handmic will be sensed at all jackboxes.
- Run test [21], TONE test, to verify the operation of the speaker and the headset/handset at all jackboxes.
- Run test [22], MIC test, to verify the operation of the headset/handset/handmic at all jackboxes.
- Run test [23], PTT test, to verify the operation of the PTT switches on all headset/handset/handmic and foot switches at all jackboxes.
- Corrective Action in Case of Failure
  - Refer to Chapter 4, Fault Analysis; each procedure describes a suggested corrective action if the test does not pass.
- Check-out Steps
  - If a module is replaced because of a failed test, re-run the applicable test.

### **3.2.3.2 General Housekeeping**

- General visual inspection:
  - On an annual basis conduct a visual inspection of the cabinets and positions to ascertain that the equipment and wiring is in good condition.
- Fan check:
  - There are a number of fans in the central equipment and ancillary equipment for example; 2U position, Central Equipment cabinet, power supply fan, server and PCs. On an annual basis check that these are still rotating and are not excessively noisy, and the air inlet is not obstructed.
- Filter and vents clean up:
  - There are filters and vents in the cabinet doors, 9U CE, 3U CE power supply, 2U positions, servers and PCs, and some ancillary equipment.
  - On an annual basis, these should be cleaned to remove dust and unwanted objects.

## **Appendix C: Jotron Radio and Antenna Maintenance**



# Preventive Maintenance Procedure

## TR-77xx with Accessories

**Jotron AS**  
P.O. Box 54 | NO-3280 Tjodalving | Norway

Tel: +47 33 13 97 00  
Fax: +47 33 12 67 80

[www.jotron.com](http://www.jotron.com)



Project name:

Document title:

### Preventive Maintenance Procedure

Rev	Issue Date	Reason for Issue	Made by	Checked by	Approved by
C	04.03.11	Matching with O&I manual	Stig Svendsen		
B	17.03.10	Issue project Commissioning	Roger Kleppan		
A	18.07.09	Issue project Commissioning	Stig Svendsen		
Project no:	Contract no:		Customer Doc.no:		
Jotron File Name:			Jotron File no:		



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## 1 List of Abbreviations and Definitions

Radio	Receiver, Transmitter or transceiver
SAT	Site Acceptance Test
FAT	Factory Acceptance Test
preFAT	Factory Acceptance Test held by Jotron before, or instead of FAT.
BITE	Built In Test Equipment
UPS	Un-interrupted power supply
ppm	Part per million, used for frequency tolerance. (ie. 1ppm = 127hz for a 127Mhz frequency)
VCCS	Voice Communication and Control System

## 2 Introduction

This document is a general description of how to perform preventive maintenance on Jotron equipment. It is not a detailed description on how to perform the various tasks. As a prerequisite, the maintenance personnel need to be well familiar with the various disciplines that are described here, to use this procedure. The customer is responsible for approving implementation or adaptations of this procedure into their current maintenance and quality system. The procedure requires qualified decisions on several items and should NOT be used without this approval.

## 3 General

**Preventive maintenance (PM)** is in this procedure:

The care and servicing by personnel for the purpose of maintaining equipment and facilities in satisfactory operating condition by providing for systematic monitoring, inspection, detection, and correction of incipient failures either before they occur or before they develop into major defects.

Preventive maintenance is conducted to keep equipment working and/or extend the life of the equipment. It includes monitoring, tests, measurements, adjustments, and parts replacement, performed specifically to prevent faults from occurring.

While preventive maintenance is generally considered to be worthwhile, there are risks such as equipment failure or human error involved when performing PM, just as in any maintenance operation.

### ***3.1 Long-term benefits of preventive maintenance include:***

- Reveal aging before faults occur.
- Improved system reliability.
- Decreased cost of replacement parts.
- Decreased system downtime.
- Better spares inventory management.
- Hands on experience with the equipment



---

## **4 Maintenance Considerations**

### ***4.1 Jotron Equipment***

Jotron wants to underline that the recommended preventive maintenance for the equipment is outlined in the equipment manual. This procedure is made as a suggestion, and service, to organizations that requires a more extensive maintenance program than the one stated in the equipment manual. Your organization is free to implement as much as needed of this procedure or expand it on your own discretion.

Jotron Transceivers and accessories are designed to operate with a high degree of accuracy and reliability over a long period of time. This is obtained by modern design and careful components selection. In general the Jotron equipment does not need very close follow-up and the mean time between failures is high. This leads to a situation where maintenance personnel in general get little hands-on experience with the equipment. Therefore a more extensive maintenance plan that is strictly needed may be implemented to give the personnel regular hands on experience with the equipment.

### ***4.2 Environment***

The operating environment is an important factor when it comes to long an unproblematic operation of the equipment, in particular the ambient temperature, in the equipment room temperature, is a critical factor and should preferably be kept below 23 degrees Celsius. The equipment room temperature should be monitored preferably with Alarm on to high temperature.

Dust and humidity should also be controlled to ensure reliable and durable operation of the equipment.

### ***4.3 Levelling of Operation Hours (Main/Standby systems)***

If you have a system with a Main and Standby Radio (RX,TX or Transceiver), it will give a prolonged life time on the units to level the operating hour for the Main and Standby radios so that they get approximately the same operating hours during the life span of the radios. This may be obtained by physically switching the location of the Main and Standby radios every one or two years. If you have a VCCS or Audio Remote Control unit (ARC MkII) in your system, you can do the switching from this unit more frequently, preferably during the Standby Radio Test (se below).

### ***4.4 Logging and Monitoring***

Logging of performance parameter over time will give vital information of development of potential problems or degrading of the system. Logging is therefore an important that part of the preventive maintenance procedure. If you have installed the RACS software, you will have an online monitoring and logging of your system in respect to Alarms, and it will also give you remote access to Radio BITE for maintenance logging. Performance logs have to be evaluated for deviations and changes regularly.



---

All systems delivered from Jotron holds a preFAT, FAT or SAT report with information that can be a reference for the maintenance program.





## 5 Preventive Maintenance Schedule

Jotron suggests that the following activities are performed as indicated in the table. For more details see chapter 6.

Some of the activities during Preventive Maintenance require interference with operation and must be coordinated or made in cooperation with responsible operational personal.

The table is based on a good and stable operations environment. If you have a more demanding environment or there are seasonal or occasional challenges to the environment, you may need to make adaptations to the Preventive Maintenance Schedule.

The customer may, on their own discretion, alter the sequence or interval of the Preventive Maintenance items outlined in the table, to adapt them to the customer's current maintenance and quality system.

During FAT or SAT there may be established special procedures or tests that are documented in the reports. If this is the case you should implement these FAT/SAT procedures in your maintenance program as well.

### Preventive Maintenance Schedule

<b>Equipment</b>	<b>Checks and Intervals</b>		
	<b>Every 6 moths</b>	<b>Every Year</b>	<b>Every two years</b>
<b>Radio transceivers</b>	Parameter monitoring  Standby Radio Test	Cleaning  Power Backup Test  Performance measurement  Environmental check  Frequency Check (for 8,33kHz channel and 5 carrier offset operations only)	Frequency Check  Swap M/S Radio  Installation check
<b>Filter and Antenna systems</b>			Cleaning  Filter Control  Installation check
<b>Audio/Control units and Accessories</b>		Cleaning  Power Backup Test	Installation check





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## 6 Maintenance procedures

### 6.1 Cleaning

- Turn OFF the unit.
- Disconnect all plugs.
- Vacuum clean cooling inlets and surfaces.

#### **Note!**

Do not over-speed the cooling fans during vacuum cleaning.

- Clean all metal surfaces using a humid rag to remove dirt and dust.
- Clean the knobs and connectors.
- Connect all plugs.
- Turn ON the unit.

#### **Note!**

Do not use pressurized air for cleaning as this may damage the equipment and it just moves the dirt around.

### 6.2 Environmental Check

- Ambient temperature in equipment room (Record)
- Humidity in equipment room
- Dust in equipment room

### 6.3 Power Backup Test (if present)

- Disconnect AC mains power (ie. trip a circuit breaker) to simulate AC failure.
- Observe operation on batteries/UPS for 5 minutes

### 6.4 Parameter Monitoring

- Record the following information from the Transmitter BITE:
  1. Forward Power (while transmitting).
  2. Reflected Power (while transmitting).
  3. VSWR (while transmitting).
  4. Temperature
- Record the following information from the Receiver BITE:
  1. RSSI (while receiving from a reference transmitter).
  2. AGC voltage (while receiving from a reference transmitter).
  3. LNA current (while receiving from a reference transmitter).
  4. Temperature

#### **Note!!**

A reference transmitter is an ordinary transmitter that is used for every recording to get a comparable result over time. The Transmitter must be attenuated/de-rated so it does not overflow the receiver RSSI scale.



## 6.5 Performance measurement

Measure, record and compare performance data in accordance to tables below.

(See "Test Procedure TR-7000 VHF/UHF AM Transceiver" for details)

### Note!

Use calibrated test equipment for this test/adjustment.

### 6.5.1 VHF Receivers

Test	Test Conditions	Tolerance
Sinad	1 KHz, 1 $\mu$ V, 30% modulation, CCITT filter	>10 dB
S/N	1 KHz, 100 $\mu$ V, 30% modulation, CCITT filter	>40 dB
AF level	1 KHz, 100 $\mu$ V, 90 % modulation, No Filter (50 kHz LP)	-10dBm $\pm$ 3dB
Distortion	1 KHz, 100 $\mu$ V, 90 % modulation, No Filter (50 kHz LP)	$\leq$ 5 %

Unit	VHF RECEIVER Test results					Comment
	Test Freq [MHz]	Sinad 1 $\mu$ V [dB]	S/N 100 $\mu$ V [dB]	AF Level [dBm]	Distortion [%]	
ID						

### 6.5.2 VHF Transmitters

Test	Test Conditions	Tolerance
Output power	No modulation	VHF: 50 W $\pm$ 1 dB (40 – 63 W) VHF: 25 W $\pm$ 1 dB (20 – 32 W)
Modulation index	-10 dBm, 1kHz	$\geq$ 80 %
Distortion	-10 dBm, 1kHz	$\leq$ 5 %
Frequency deviation	No modulation	$\pm$ 1 ppm

Unit	VHF TRANSMITTER Test results					Comment
	Test Freq [MHz]	Output Power [W]	Mod. Index [%]	Distortion [%]	Freq. Deviation [Hz]	
ID						



### 6.5.3 UHF AM Receivers

<b>Test</b>	<b>Test Conditions</b>	<b>Tolerance</b>
Sinad	1 KHz, 1,5 $\mu$ V, 30% modulation, CCITT filter	>10 dB
S/N	1 KHz, 1mV, 30% modulation, CCITT filter	>40 dB
AF level	1 KHz, 100 $\mu$ V, 70 % modulation	0 $\pm$ 3dBm
Distortion	1 KHz, 100 $\mu$ V, 90 % modulation	$\leq$ 5 %

Unit	UHF RECEIVER Test results					Comment
	Test Freq. (MHz)	Sinad 1.5 $\mu$ V (dB)	S/N 1 mV (dB)	AF Level (dBm)	Distortion (%)	

### 6.5.4 UHF AM Transmitters

<b>Test</b>	<b>Test Conditions</b>	<b>Tolerance</b>
Output power	No modulation	25 W $\pm$ 1 dB (20 – 32W)
Modulation index	0 dBm, 1kHz,	$\geq$ 80 %
Distortion	0 dBm, 1kHz	$\leq$ 5 %
Frequency offset	No modulation	$\pm$ 1 ppm

Unit	UHF TRANSMITTER Test results					Comment
	Test Freq. (MHz)	Output Power (W)	Mod. Index (%)	Distortion (%)	Freq. Deviation (Hz)	



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## 6.6 Frequency Check

### **Note!**

Use calibrated test equipment for this test/adjustment.

- Check Receiver frequency accuracy (+/- 1 ppm) on a high, medium and low frequency.
- Adjust LO to exact frequency if necessary (for 77xx radios only).
- Check Transmitter frequency accuracy on a high, medium and low frequency.
- Adjust LO to exact frequency if necessary (for 77xx radios only).

## 6.7 Filter Control

- Receiver filter:
  1. Replace the Receiver with a transmitter.

### **Note!**

If this is a combined system with several receivers, you have to disconnect these receivers and install a 50 ohm load in their place.

2. Measure the output power from the transmitter and compare it with the output power out of the filter.
3. Evaluate the result towards the preFAT, FAT or SAT documentation.
4. Tune the filter if the filter loss has increased.

*(See "Tuning procedure for simple filter systems" for more details).*

- Transmitter and Transceiver filter:
  1. Measure the output power from the transmitter and compare it with the output power through the filter.
  2. Evaluate the result towards the preFAT, FAT or SAT documentation.
  3. Tune the filter if the filter loss has increased. (See Tuning procedure for simple filter systems).

## 6.8 Standby Radio Test (for Main/standby systems)

This test will verify that the automatic switching to the Standby unit is OK

- Force alarm on the Main Radio
- Check that the system switches to the standby radio
- Make a live voice check on the Standby Radio

## 6.9 Swap M/S Radio

- Swap location of the Main and Standby radio to level operating hours.
- Voice test the radios after swapping them.

### **Note!!**

If you have a VCCS or ARC, you can use the Main/STBY switch on the ARC to swap functions on the M/S radios



### 6.10 Installation Check

- Inspect cabinet wiring and indoor system cabling for damage or potential damage from animal, water and heat.
- Check the KRONE and other connections for corrosion or damage and loose cables.
- Check all system related components including batteries/UPS, air-conditioning and heating system for damage or potential damage from animal, water, heat, dirt/dust and intrusion.
- Evaluate the operational status of the support systems like batteries, air-conditioning and heating system.
- Check Antennas, connectors, brackets, external cabling and Lightning protectors for corrosion, damage or potential damage from animal, water, heat, dirt/dust, ice and snow.
- Renew Water Proof protection on external connectors.

## 7 Supporting documents

1. Test Procedure TR-7000 VHF AM Transceiver
2. Test Procedure TR-7000 UHF AM Transceiver
3. Tuning procedure for simple filter systems

<b>JOTRON TR-7750</b>	
Tolerance/Limit	
Initial	Operating
+/- 0.0001 % (1.0 ppm) +/- 0.00003% (0.3 ppm)(0-40°C)	+/- 0.0001 % (1.0 ppm) +/- 0.00003% (0.3 ppm)(0-40°C)
+/- 1.0W (0.5 dB) +/- 5.0W (0.5 dB)	+/- 1.0W (0.5 dB) +/- 5.0W (0.5 dB)
+/- 2% from set value, e.g. if set to 85% the peak modulation will be 83-87% (No overmodulation peaks!)	+/- 2% from set value, e.g. if set to 85% the peak modulation will be 83-87% (No overmodulation peaks!)
+/- 0.0001 % (1.0 ppm) +/- 0.00003% (0.3 ppm)(0-40°C) Ref frequency is 20.0 MHz	+/- 0.0001 % (1.0 ppm) +/- 0.00003% (0.3 ppm)(0-40°C) Ref frequency is 20.0 MHz
-107.0 dBm max	-107.0 dBm max
Max: -65.0 dBm Min: -112.0 dBm Close: 2-4 dB below threshold (S/N squelch also available)	Max: -65.0 dBm Min: -112.0 dBm Close: 2-4 dB below threshold (S/N squelch also available)
-36.0 dBm to +10 dBm	-36.0 dBm to +10 dBm



## 8 Appendix

### 8.1 Preventive Maintenance Log

Equipment	Check sign-off					
	Every 6 months		Every Year		Every two years	
	Check	Date/Sign.	Check	Date/Sign.	Check	Date/Sign.
Radio transceivers	Parameter monitoring		Cleaning		Frequency Check	
			Power Backup Test		Swap M/S Radio	
	Standby Radio Test		Performance measurement		Installation check	
			Environmental check			
			Frequency Check (8,33kHz & 5 carr.)			
	Filter and Antenna systems				Cleaning	
				Filter Control		
				Installation check		
Audio/Control units and Accessories			Cleaning		Installation check	
			Power Backup Test			





**8.2 VHF Receiver Test Results Form**

Unit	VHF RECEIVER					Comment
	Test Freq [MHz]	Sinad 1 $\mu$ V [dB]	S/N 100 $\mu$ V [dB]	AF Level [dBm]	Distortion [%]	



### 8.3 VHF Transmitter Test Result Form

Unit	VHF TRANSMITTER Test results					Comment
	Test Freq. [MHz]	Output Power [W]	Mod. Index [%]	Distortion [%]	Freq. Deviation [Hz]	



**8.4 UHF Receiver Test Results Form**

Unit	UHF RECEIVER Test results					Comment
	Test Freq. (MHz)	Sinad 1.5 $\mu$ V (dB)	S/N 1 mV (dB)	AF Level (dBm)	Distortion (%)	



**8.5 UHF Transmitter Test Results Form**

Unit	UHF TRANSMITTER Test results					Comment
	Test Freq. (MHz)	Output Power (W)	Mod. Index (%)	Distortion (%)	Freq. Deviation (Hz)	

**INSURANCE REQUIREMENTS**  
**Revised 8/13/2018**

**Contractor's Insurance**

- A. 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.
- B. All insurance policies shall be with insurers authorized to do business in the State of Florida.
- C. 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.
- D. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation.
- E. 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.
- F. 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.
- G. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
- H. 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
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**

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

## **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 PROPOSAL CONDITIONS

### I. PRE-PROPOSAL ACTIVITY

Except as provided in this section, Respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Selection 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: [jdarr@myokaloosa.com](mailto:jdarr@myokaloosa.com)  
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFP & Respondent's Acknowledgement form). Any addenda or other modification to the RFP documents will be issued by the County five (5) days prior to the date and time of closing, as a written addenda distributed to all prospective Respondents by posting to the Vendor Registry following website.

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

Such written addenda or modification shall be part of the proposal 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 proposal. No Respondent may rely upon any verbal modification or interpretation.

### II. PREPARATION OF PROPOSAL

The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The Respondent shall submit proposal and all forms in accordance with the public notice.

All blanks in the proposal documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Proposal," "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 numeric figures, the written amount shall govern. Any proposal 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 proposals may be rejected.

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

A proposal 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 proposal 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 proposal submitted by an individual shall show the Respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the proposal form. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names shall be typed or printed below the signature.

The proposal 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 proposal shall be shown.

If the Respondent is an out-of-state corporation, the proposal shall contain evidence of Respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.

### III. INTEGRITY OF PROPOSAL DOCUMENTS

Respondents shall use the original Proposal 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 Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the Respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a Respondent wishes to propose must be clearly stated in the Respondent's response in the form of an addendum to the original proposal documents.

### IV. SUBMITTAL OF PROPOSAL

All proposals shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents.

### V. MODIFICATION & WITHDRAWAL OF PROPOSAL

A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

If within 24 hours after proposals 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 proposal, that Respondent may withdraw its proposal, and the proposal security may be returned. Thereafter, if the proposal is withdrawn, that Respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

#### VI. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

All proposals will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.

#### VII. CONDITIONAL & INCOMPLETE PROPOSALS

Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.

#### VIII. 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 proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

#### IX. DISQUALIFICATION OF RESPONDENTS

Any of the following reasons may be considered as sufficient for the disqualification of a Respondent and the rejection of its proposal:

- 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 Local, State or Federal Government on its barred/suspended contractor list.

## X. AWARD OF CONTRACT

Okaloosa County Review - A selection committee will review all proposals and will participate in the Recommendation to Award.

The contract shall be awarded to the responsible and responsive Respondent whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

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

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

## XI. DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory contractor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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.

## XII. 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 contractor list.

## XIII. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all Respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

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

#### XIV. REORGANIZATION OR BANKRUPTCY PROCEEDINGS

Proposals will not be considered from Respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

#### XV. 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.

#### XVI. CONE OF SILENCE

The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, 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.

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

#### XVII. REVIEW OF PROCUREMENT DOCUMENTS

Per Florida Statute 119.071(1)(b)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.

#### XVIII. 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.

#### XIX. 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.

#### XX. AUDIT

If requested, Respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of Respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until three (3) years after the expiration of contract.

#### XXI. EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION

Respondent shall 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.

#### XXII. 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.

#### XXIII. 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.

#### XXIV. 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>.

#### XXV. UNFAIR COMPETITIVE ADVANTAGE

Consistent with 2 CFR 200.319, to help ensure objective contractor performance and eliminate unfair competitive advantage, a contractor who prepares the multiyear plan and/or grant application, or develops the draft specifications, requirements, statements of work, and/or invitation for bids or request for proposals for the project grant may not compete for subsequent procurement contracts to implement that multiyear plan or project grant.

#### XXVI: ADDITIONAL REQUIRED DOCUMENTS

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED WITH THE PROPOSAL PACKET. FAILURE TO SUBMIT ALL REQUIRED FORMS MIGHT RESULT IN YOUR SUBMITTAL BEING DEEMED NON-RESPONSIVE:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence
- E. Indemnification and Hold Harmless
- F. Company Data
- G. System of Awards Management
- H. Addendum Acknowledgement
- I. Performance Bond
- J. Certification Regarding Lobbying
- K. Governmental Debarment & Suspension
- L. Vendors on Scrutinized Companies List
- M. Compliance with Nondiscrimination Requirements
- N. Certificate of Good Standing for State of Florida-see number XXIV
- O. Additional Federal Contract Clauses

## 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: 15 March 2022

SIGNATURE: 

COMPANY: CNC NAVTECH

NAME: Charles Smith  
(Typed or Printed)

ADDRESS: 2005 Murrecott Drive,  
St. Cloud, FL 34771  
Unit C

TITLE: CEO

E-MAIL: Charles@CNCNAVTECH.com

PHONE #: 407-205-4536



## CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

NAME(S)

POSITION(S)

NA

FIRM NAME: CNC NAUTECH

BY (PRINTED): Charles Smith "CEO"

BY (SIGNATURE): 

TITLE: CEO

ADDRESS: 2005 Murrett Drive, St. Cloud, FL 34771

PHONE NO.: 407-285-4536

E-MAIL : Charles@CNCNAUTECH.com

DATE: 15 March 2022

## FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

---

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

DATE: 15 March 2022

SIGNATURE: 

COMPANY: CNC NAVTECH

NAME: Charles Smith

ADDRESS: 2005 Murcott Drive,

TITLE: CEO

Unit C

St. Cloud, FL 34773

E-MAIL: Charles@CNCNAVTECH.com

PHONE NO.: 407-285-4536

## CONE OF SILENCE


The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFP) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

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

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

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

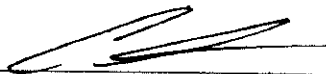
I  representing CNC NAUTECH  
Signature Company Name

On this 15 day of March 2022, I 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.

## 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 reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

CNC NAUTECH  
Respondent's Company Name

  
Authorized Signature – Manual

2005 Marcott Drive, Unit C, St. Cloud  
Physical Address FL, 34771

Charles Smith  
Authorized Signature – Typed

Same  
Mailing Address

CEO  
Title

407-285-4536  
Phone Number

FAX Number

Same  
Cellular Number

407-285-4536  
After-Hours Number(s)

15 March 2022  
Date

Charles@CNCNAUTECH.com  
Email

COMPANY DATA

Respondent's Company Name:

CNC NAVTECH

Physical Address & Phone #:

2005 Murcott Drive, Unit C, St. Cloud,  
FL 34771

Contact Person (Typed-Printed):

Charles Smith

Phone #:

407-285-4536

Cell #:

Same

Email:

Charles @ CNC NAVTECH. com

Federal ID or SS #:

46-4829937

Respondent's License #:

59-8018466919-4 (TAX) L14000024128

Respondent's DUNS #:

037287362

Fax #:

Emergency #'s After Hours,  
Weekends & Holidays:

407-285-4536

## 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: CNC NANTECH

Entity Address: 2005 Murcott Drive, St. Cloud, FL 34771

Duns Number: 037287362

CAGE Code: 7PL27

**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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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, CNK NAUTECH, 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  
Charles Smith "CEO" Name and Title of Contractor's Authorized Official  
15 March 2022 Date



**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

---

Printed Name and Title of Authorized Representative

Charles Smith, CEO, CNC NAUTEC#



15 March 2022

Signature

Date

## VENDORS ON SCRUTINIZED COMPANIES LISTS

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

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

DATE: 15 March 2022

SIGNATURE: 

COMPANY: CNC NAUTECH

NAME: Charles Smith  
(Typed or Printed)

ADDRESS: 2005 Murcott Drive  
Unit C

TITLE: CEO

St. Cloud, FL 34773

E-MAIL: Charles@CNCNAUTECH.COM

PHONE NO.: 407-285-4536

## Exhibit "A"

### 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.
- 

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

DATE: 15 March 2022

SIGNATURE: 

COMPANY: CNC NAUTECH

NAME: Charles Smith

ADDRESS: 8005 Murcott Drive  
Unit C  
St. Cloud, FL 34771

TITLE: CEO

E-MAIL: Charles@CNCNAUTECH

PHONE NO.: 407-285-4536



**DRAFT CONTRACT**

Please note: This sample contract is a draft contract for proposers to view and understand the County's standard terms and conditions. It is subject to revisions. By submitting a proposal, respondent understands and acknowledges that the draft contract is not an offer. Respondents are not to sign this draft contract.

**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA**  
**AND**  
**CONTRACT ID**

**THIS AGREEMENT** (hereinafter referred to as the "Agreement") is made this \_\_\_\_\_, day of \_\_\_\_\_, 2022, 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 \_\_\_\_\_, a \_\_\_\_\_ authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is \_\_\_\_\_.

**RECITALS**

**WHEREAS**, the County is in need of a contractor to provide Air Traffic Control Tower Equipment Maintenance at the Destin Executive Airport (DTS) ("Services"); and

**WHEREAS**, pursuant to the Okaloosa County Purchasing Manual, the County issued a Request for Proposals 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 for an amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), as further detailed below.

**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 RFP AP 18-22 and Contractor's Response;
- Attachment "B" – Insurance Requirements;
- Attachment "C" – Title VI list of pertinent nondiscrimination acts and authorities;

**Services.** Contractor agrees to perform the following services, Air Traffic Control Tower Equipment Maintenance Airport. 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.

Contractor shall provide prompt response (within four (4) hours) to all unscheduled and emergency service and repair requests. The Contractor shall coordinate and co-operate with the Airport representative to provide, at a minimum, the required weekly, monthly, quarterly and annual Preventative Maintenance reports.

**1. 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. The Agreement shall be renewed for an additional two (2) one year renewals upon mutual written agreement by all parties.

**2. Compensation.** The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

a. Contractor shall submit an invoice to the County upon \_\_\_\_\_. 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.

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.

**3. 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.

**4. 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.

**5. 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.

**6. 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.

**7. 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](mailto:riskinfo@myokaloosa.com).**

**8. 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.

**9. 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:

<b>If to the County:</b>	Tracy Stage, Airport Director 1701 State Road 85 North Eglin, AFB 32542-1498 tstage@myokaloosa.com	<b>With a copy to:</b> County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
<b>If to the Contractor:</b>		

**10. 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.

**11. 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.

**12. 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.

**13. 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:
  - i. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
  - ii. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**WITNESS:**

\_\_\_\_\_  
Signature

BY: \_\_\_\_\_

Print Name

**ATTEST:**

**OKALOOSA COUNTY, FLORIDA**

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

BY: \_\_\_\_\_  
Mel Ponder, Chairman

**Attachment "A"**  
**Contractor's Proposal**

**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 on all Workers Compensation Clauses.
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**

4. 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.

5. 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.
6. 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.
7. 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**

3. 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.
4. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

### **INSURANCE LIMITS OF LIABILITY**

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

	<u><b>LIMIT</b></u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident

2.	Business Automobile	\$1,000,000 each accident (A combined single limit)
3.	Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4.	Personal and Advertising Injury	\$1,000,000 each occurrence

**NOTICE OF CLAIMS OR LITIGATION**

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

**INDEMNIFICATION & HOLD HARMLESS**

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

**CERTIFICATE OF INSURANCE**

9. 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 Board of County Commissioners, 302 N. Wilson St., Crestview, Florida, 32536.
10. 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).
11. 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.
12. 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.

13. 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.
14. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
15. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
16. 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”

### 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.*).

RFP AP 18-22  
Air Traffic Control Tower Equipment Maintenance  
at the Destin Executive Airport (DTS)  
**Attachment “A” -**  
**Procurement RFP AP 18-22**  
**and Contractor’s Response**



**Pricing**

Contractor shall price Base Year 1, as shown below:

**Base Year 1:**

The proposed hourly rates should be inclusive and reflect all costs associated with these services {(not limited to) materials, labor, equipment, all associated fees-indirect costs, direct costs and profit}

Task	Proposed Price
<b>Base Services - Annual Site Inspection/Periodic Maintenance Trip, Spares Analysis, and Warranty Analysis with PM Schedule</b>	\$14,500
<b>Telephone Support</b>	Included
First two (2) Hours of Troubleshooting Support	Included
Ensuing Support Hourly Charge	Included
<b>Non-Emergency On-Site (respond within 3 days):</b>	
On-site Unscheduled Trip Cost: One Day On-site including Round Trip Travel expenses	Included
Cost per Additional Day for Unscheduled Trip Cost while On-site including expenses	Included
Spares, Parts and Material Mark-up Percentage (%)	5%
<b>Emergency On-Site (1-day response):</b>	
On-site Unscheduled Trip Cost: One Day On-site including Round Trip Travel expenses	\$1,000
Cost per Additional Day for Unscheduled Trip Cost while On-site including expenses	\$400
Spares, Parts, and Material Mark-up Percentage (%)	5%

RFP AP 18-22  
Air Traffic Control Tower Equipment Maintenance  
at the Destin Executive Airport (DTS)  
**Attachment "B" -  
Pricing Schedule**

**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 on all Workers Compensation Clauses.
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 Board of County

Commissioners, 302 N. Wilson St., 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.

## **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.*).

RFP AP 18-22  
Air Traffic Control Tower Equipment Maintenance  
at the Destin Executive Airport (DTS)  
**Attachment "D" -**  
**Title VI List of Pertinent NonDiscrimination**  
**Acts and Authorities**

## VENDORS ON SCRUTINIZED COMPANIES LISTS

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

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

DATE: 15 March 2022

SIGNATURE: 

COMPANY: CNC NAUTECH

NAME: Charles Smith  
(Typed or Printed)

ADDRESS: 8005 Murcott Drive

TITLE: CEO

Unit C

E-MAIL: Charles@CNCNAUTECH.COM

St. Cloud, FL 34773

PHONE NO.: 407-285-4536

RFP AP 18-22  
Air Traffic Control Tower Equipment Maintenance  
at the Destin Executive Airport (DTS)  
**Attachment "E" -**  
**Vendors on Scrutinized Companies Lists**



## Grant Funded Clauses

This Exhibit is hereby incorporated by reference into the main *Procurement*.

### **FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS SOLICITATION**

This *solicitation* is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Proposer* shall adhere to all grant conditions as set forth in the requirements of grant no. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Solicitation*. If Proposer cannot adhere to or objects to any of the applicable federal requirements, Proposer's proposal may be deemed by the County as unresponsive. The provisions in this exhibit are supplemental and in addition to all other provisions within the *procurement*. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the *procurement*, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this *Procurement* the conflicting terms and conditions of that document shall prevail.

**Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182):** Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 1 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *proposer* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

**Conflict of Interest (2 CFR § 200.112):** Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *proposer* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *proposer* is unable, or potentially unable, to render impartial

assistance or advice; ii. A *proposer's* objectivity in performing the contract work is or might be otherwise impaired; or iii. The *proposer* has an unfair competitive advantage.

**Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733):** Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *proposer* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *proposer's* actions pertaining to this *solicitation*. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

**Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321):** Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *proposer* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *proposer* will require compliance by all sub-contractors. Prior to contract award, the *proposer* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)  
Florida Department of Transportation  
Minority Business Development Center in most large cities and  
Local Government M/DBE programs in many large counties and cities

**Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375):** Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *proposer* agrees as follows: (1) The *Proposer* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Proposer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The *Proposer* agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Proposer* will, in all solicitations or advertisements for employees placed by or on behalf of the *Proposer*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Proposer* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Proposer's* commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Proposer* will comply with all provisions of

Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Proposer* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Proposer's* noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Proposer* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Proposer* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Proposer* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Proposer* may request the United States to enter into such litigation to protect the interests of the United States.

**Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part**

**5):** Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *solicitation*, the *proposer* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *Proposer* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

**Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3):**

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *Solicitation*, *proposer* shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *solicitation*. *Proposer* are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5):** Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended):** Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: *proposer* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689):** Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *proposer* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *Proposer* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The *proposer* agrees to accomplish this verification by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: *proposer* must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

**Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401):** Applicability: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

**Procurement of Recovered Materials (2 CFR 200.323 and 40 CFR Part 247):** Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *proposer* must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

**Record Retention (2 CFR § 200.33):** Applicability: All Contracts that received or may receive federal grant funding. Requirement: *proposer* will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

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

**Termination for Default (Breach or Cause):** Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor

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

**Termination for Convenience:** Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *Any Awarded Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

**Safeguarding Personal Identifiable Information (2 CFR § 200.82):** Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *proposer* will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

**Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200):** Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

**Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H):** Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *proposer* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

**Trafficking Victims Protection Act (2 CFR Part 175):** Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Proposer* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Proposer* from (1) engaging in severe forms of trafficking in persons during the period of time that *resulting contract* is in effect; (2) procuring a commercial sex act during the period of time that *resulting contract* is in effect; or (3) using forced labor in the performance of the contracted services under *a resulting contract*. A *resulting contract* may be unilaterally terminated immediately by County for *Proposer's* violating this provision, without penalty.

**Domestic Preference For Procurements (2 CFR § 200.322):** Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in *a resulting contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

**Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005):** Applicability: Applies to purchases of iron, steel, manufactured

products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrak and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposers submittal non-responsive.

**Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216):** Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Proposer* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

**Enhanced Whistleblower Protections (41 U.S.C. § 4712):** Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Proposer* employees may apply to the Federal grant award dollars involved with a *resulting contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Proposer* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

**Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170):** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Proposer* shall, upon request,

provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

**Federal Awardee Performance and Integrity Information System (FAPIS)( The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)):** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Proposer* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

**Never Contract With The Enemy (2 CFR Part 183):** Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, Including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *proposer* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

**Federal Agency Seals, Logos and Flags:** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *proposer* shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

**No Obligation by Federal Government:** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from *a resulting contract*.

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