

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/09/2022

Contract/Lease Control #: C18-2642-AP

Procurement#: SINGLE SOURCE

Contract/Lease Type: AGREEMENT

Award To/Lessee: INFAX, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/01/2017

Expiration Date: 07/31/2023

Description of: SYSTEM SUPPORT AGREEMENT, BASIC

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: C18-2642-P Tracking Number: 4868-22
Procurement/Contractor/Lessee Name: Infax Grant Funded: YES NO
Purpose: renewal system support agent
Date/Term: 7-31-23
Department #: 4202
Account #: 546900
Amount: \$5,700.00
Department: Airport Dept. Monitor Name: Stax

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

Purchasing Review

Procurement or Contract/Lease requirements are met:
[Signature] Date: 8-3-22
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: no federal Grant Name: _____
_____ Date: _____
Grants Coordinator Suzanne Ulloa

Risk Management Review

Approved as written: see email attached Date: 8-3-22
_____ Date: _____
Risk Manager or designee Kristina LoFria

County Attorney Review

Approved as written: see email attached Date: 8-4-22
_____ Date: _____
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Kristina LoFria
Sent: Thursday, August 4, 2022 8:40 AM
To: DeRita Mason; Lynn Hoshihara
Cc: Parsons, Kerry
Subject: RE: Infax support and flightview renewal

DeRita,

Good morning, this is approved by Risk for insurance purposes.

Thank You

Kristy LoFria

Safety Coordinator
Okaloosa County BOCC-Risk Management-
302 N Wilson St Suite 301
Crestview, Florida 32536
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.

DeRita Mason

From: Lynn Hoshihara
Sent: Thursday, August 4, 2022 9:14 AM
To: DeRita Mason
Cc: Parsons, Kerry; Kristina LoFria
Subject: Re: Infax support and flightview renewal

Under section 9.G. of the SSA, "State of Georgia" needs to be changed to "State of Florida."

In the Data Feed Agreement, the Chairman's name needs to be updated.

With these two changes, this is approved.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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

From: DeRita Mason
Sent: Wednesday, August 3, 2022 3:00:28 PM
To: Lynn Hoshihara
Cc: Parsons, Kerry; Kristina LoFria
Subject: FW: Infax support and flightview renewal

Ladies,
Allyson sent me the attached for review today, it fell off their radar and they have expired. Can you review this in the next day or so?
Thank you,

DeRita Mason



DeRita Mason, CPF, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960



SYSTEM SUPPORT AGREEMENT-BASIC Terms and Conditions

WHEREAS, Okaloosa County on behalf of Destin-Fort Walton Beach Airport, (hereinafter, "CUSTOMER" and detailed in Exhibit 1) has purchased an **INFAX SYSTEM**, consisting of hardware and software for an Electronic Kiosk Information Display System; and WHEREAS, CUSTOMER desires INFAX INCORPORATED (hereinafter, "INFAX"), to provide system support (hereinafter, "SSA"); NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions, the parties do hereby agree as follows:

- 1. SCOPE:** INFAX will provide telephone and electronic assistance to help diagnose software and hardware problems with the system components covered by this SSA during regular business hours with a four hour response time. Covered equipment includes INFAX provided equipment and software in service as of the date of this agreement. CUSTOMER will provide technical description of problem by telephone or electronic mail. CUSTOMER will designate two (2) authorized contact persons whose names are listed in Exhibit 1. CUSTOMER shall have the right to change the authorized customer spokespersons upon written notice to INFAX. Additional services are detailed in Exhibit 2.
- 2. HARDWARE REPAIRS, REPLACEMENT AND SHIPPING:** INFAX is not responsible for the cost of repairs, replacement or shipping of equipment. If required, INFAX will provide a cost estimate for each repair or replacement. Hardware will be covered by manufacturer's warranty.
- 3. CUSTOMER RESPONSIBILITIES:** To receive support, CUSTOMER is responsible for complying with the following:
 - a. Confirm that the matter is not the result of damage caused by third parties. CUSTOMER understands that we are not responsible for damage caused by power failures, cut network or power cables and other such third party influence.
 - b. Data is backed up before beginning repairs. CUSTOMER understands that we are not responsible for any loss of software or data.
 - c. Maintaining updated virus definitions and operating system security patches. CUSTOMER understands that we are not responsible for damage caused by viruses, hacking and other such third party influence. If required, INFAX will provide a cost estimate to repair damage caused by such events.
 - d. To enable more efficient response by INFAX, CUSTOMER is encouraged to provide internet or dial-up access to system.
- 4. FEE:** The annual fee for this SSA Agreement is \$5,700. Additional system components purchased by the CUSTOMER following the effective date of this agreement may be added to this agreement by written amendment. The fee will be adjusted to include the additional system components based on the suggested list price of the system components in effect at the time the system components are added to this agreement. At each annual renewal, the fee is subject to change by INFAX upon written notice to the CUSTOMER. Such fees shall be paid annually. All current fees must be paid in order for services to be rendered under this agreement.
- 5. LENGTH OF AGREEMENT:** This agreement is for one year from the date of acceptance. Upon expiration of its initial term, INFAX at its option, may renew this agreement on a ninety day to ninety day basis at the prices, terms, and conditions then in effect.

CONTRACT: C18-2642-AP
INFAX, INC.
SYSTEM SUPPORT AGREEMENT, BASIC
EXPIRES: 07/31/2023



6. CANCELLATION AND/OR DEFAULT UNDER THIS AGREEMENT:

Should any invoice under this agreement be unpaid for more than 15 days from due date, CUSTOMER's coverage under this agreement may be cancelled upon written notice from INFAX. INFAX may cancel this agreement upon 30 days written notice to the CUSTOMER prior to the end of any quarterly period. Customer may cancel this agreement with written notice to INFAX 30 days prior to any quarterly invoice date. A CUSTOMER who cancels their agreement or who has their agreement cancelled as a result of a breach of this agreement may at a later time renew the agreement and receive benefits of the agreement upon acceptance by INFAX of the payment of the quarterly fee for the agreement in effect at the time of renewal plus a reinstatement fee equal to the difference between the price of the hardware at the time of the CUSTOMER's original agreement and that prevailing at the time of renewal. If CUSTOMER does not pay the amounts due hereunder, breaches any other terms of this agreement, ceases doing business as a going concern, has a petition filed by or against it under any of the provisions of the Bankruptcy Code, makes an assignment for the benefit of creditors, or attempts an informal arrangement or composition with creditors, or if a receiver or any officer of the court is appointed to have control of any property, INFAX, in addition to any other legal remedies it may have, may terminate this agreement effective upon written notice. Further, INFAX may terminate this agreement effective upon written notice if the hardware is modified, damaged, or altered or serviced by other than employees or authorized agents of INFAX. FURTHERMORE IT IS EXPRESSLY UNDERSTOOD BY THE PARTIES SUBJECT TO THIS AGREEMENT THAT AFTER CANCELLATION, DEFAULT, OR BREACH OF ANY OF THE CONDITIONS UNDER ANY OF THE TERMS OF THIS AGREEMENT, REINSTATEMENT OF THIS AGREEMENT MUST BE APPROVED BY INFAX.

7. INVOICING: The annual fee due hereunder shall be invoiced with the payment due under this agreement prior to the rendering of any services hereunder.

8. CONTINGENCIES: INFAX shall not be responsible for failure to render service due to causes beyond its control, including but not limited to, work stoppages, fires, civil disorders, riots, rebellions, acts of God, and similar occurrences.

9. GENERAL:

- A. TAXES: CUSTOMER agrees to pay all taxes, including state and local sales or excise taxes, however designated, levied or based on the service charges pursuant to this agreement.
- B. EQUIPMENT OPERATORS: CUSTOMER shall provide trained equipment operators.
- C. AVAILABILITY OF SERVICE: The services covered by this agreement are available only at locations within the United States and its possessions.
- D. NOTICES: All notices provided for under this agreement shall be as follows: to CUSTOMER, at the billing address as shown in Exhibit 1; to INFAX at Corporate Office.
- E. ASSIGNMENT: Customer cannot assign this agreement without the express written consent of INFAX.
- F. HEADINGS: The headings and titles of this agreement are inserted only for convenience and shall not affect the interpretation or construction of any of the provisions of this agreement.
- G. GOVERNING LAW: This agreement shall be governed and construed according to the laws of the State of Florida.
- H. EFFECTIVE DATE: This agreement shall be effective upon written acceptance by INFAX at its corporate headquarters.

10. DISCLAIMER: Other than the obligations of INFAX expressly set forth herein, INFAX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. INFAX SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE USE OR PERFORMANCE OF THE SYSTEM OR THE LOSS OR USE OF THE SYSTEM OR ACCESSORIES ATTACHED THERETO.



11. CHANGE OF LOCATION: In the event that CUSTOMER shall move the SYSTEM, CUSTOMER must notify INFAX and INFAX must approve the new installation site in order for this agreement to remain in full force and effect.

12. ENTIRE AGREEMENT: This agreement shall become effective only after execution by CUSTOMER and INFAX as indicated below and delivery of a fully executed copy to CUSTOMER. This agreement is for INFAX supplied software only. Hardware is not included in this agreement. It is expressly understood that no other form of acceptance, verbal or written, will be valid or binding and that this agreement shall constitute the entire agreement between the parties with respect to its subject matter, irrespective of inconsistent or additional terms or conditions in CUSTOMER'S purchase orders, or in any other documents submitted to INFAX by CUSTOMER, or in any representations made by INFAX personnel.

INFAX, INCORPORATED

Signature: _____

Name: Daniel L. McWilliams _____

Title: CFO _____

Date: 8/4/2022 _____

CUSTOMER

Jeffrey A
Hyde

Signature _____

Digitally signed by
Jeffrey A Hyde
Date: 2022.08.09
14:43:31 -05'00'

Name: _____

Title: _____

Date: _____



5900 Windward Parkway, Suite 525
Alpharetta GA 30005-8862

770.209.9925 Main
770.209.0671 Fax

Sales@infax.com
www.infax.com

SYSTEM SUPPORT AGREEMENT
Exhibit 1, Customer Information

Customer Name Destin-Fort Walton Beach Airport

Service Address 1701 State Road 85 North, Suite 1

City Eglin AFB State FL Zip 32542-1498

Billing Address Same as above

City _____ State _____ Zip _____

Customer Contact Person Jamie Milton Phone 850-651-7160 ext1047

Customer Contact Person Carol Arrieta Phone 850-651-7160 exy1008

Period Covered by this Agreement: 8/1/2022 – 7/31/2023



5900 Windward Parkway, Suite 525
Alpharetta GA 30005-8862

770.209.9925 Main
770.209.0671 Fax

Sales@Infax.com
www.infax.com

SYSTEM SUPPORT AGREEMENT Exhibit 2, Additional services

Additional services to be provided under this agreement are as follows:

- 1. Page Layout Updates/Customization:** INFAX will provide up to five revisions per year at no charge. (One design with up to two revisions.)
- 2. Logo Integration:** \$300 per logo.