

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/07/2021

Contract/Lease Control #: C21-3089-AP

Procurement#: SINGLE SOURCE

Contract/Lease Type: AGREEMENT

Award To/Lessee: CGH TECHNOLOGIES, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/06/2021

Expiration Date: 07/05/2023 W/1 1 YR RENEWAL

Description of: AVIATION PROFESSIONAL CONSULTING

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: BCC RECORDS

TASK ORDER APPROVAL FORM

CONTRACT #: C21-3089-AP

TASK ORDER #: 2

TASK ORDER AMOUNT: \$25,000

Contract #: C21-3089-AP
CGH TECHNOLOGIES, INC.
AVIATION PROFESSIONAL CONSULTING
Expires: 07/05/2023 w/ (1) 1 YEAR RENEWAL

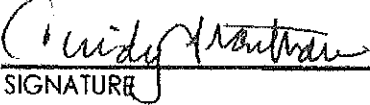
OFFERED BY CONSULTANT:

CGH Technologies, Inc.

FIRM'S NAME

Cindy Troutman

REPRESENTATIVE'S PRINTED NAME



SIGNATURE

President

TITLE

10/14/2021

DATE

RECOMMENDED FOR APPROVAL
(Department Director)



SIGNATURE Tracy Stage, A.A.E.

Airports Director

TITLE

10.14.21

DATE

APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- in excess of \$100,000 approved by the Board.



PURCHASING MANAGER

10/14/2021

DATE

OMB Director/DATE

DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

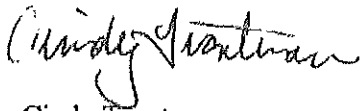
CHAIRMAN (if applicable)

DATE

Budget

CGH proposes to complete these business and technically related tasks within a not to exceed budget of \$25,000 for labor and expenses. The type of contract will be T&M and the hourly billing rates are consistent with those contained in our contract. Other Direct Costs expenses will be reimbursed and travel, lodging, and M&IE will be invoiced in accordance with the Joint Travel Regulations.

Sincerely,

A handwritten signature in cursive script that reads "Cindy Troutman".

Cindy Troutman
President

C21-3089-AP



CGHTECH-01

LPRIYANKA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/25/2021

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

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

PRODUCER Hub International Mid Atlantic 9713 Key West Ave Suite 401 Rockville, MD 20850	CONTACT NAME: Jill Otto PHONE (A/C, No, Ext): (301) 424-7945 E-MAIL ADDRESS: jill.otto@hubinternational.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED CGH Technologies, Inc. 400 Virginia Ave SW, Suite 700B Washington, DC 20024	INSURER A: American Casualty Co of Reading PA	20427
	INSURER B: Valley Forge Insurance Company	20508
	INSURER C: The Continental Insurance Company	35289
	INSURER D: Continental Casualty Company	20443
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		6072236177	8/19/2021	8/19/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		6072236180	8/19/2021	8/19/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 10,000		6072236227	8/19/2021	8/19/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	6072236194	8/19/2021	8/19/2022	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab.		6072236177	8/19/2021	8/19/2022	Ea. Occur./Aggr. 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
When required by written contract Okaloosa County Airports and Okaloosa County Board of County Commissioners are listed as additional insured with respect to General Liability per the policy terms and conditions.

CONTRACT#: C21-3089-AP
CHG TECHNOLOGIES, INC.
AVIATION PROFESSIONAL CONSULTING
EXPIRES: 07/05/2023 W/1 1 YR RENEWAL

CERTIFICATE HOLDER Okaloosa County Airports 1701 State Road 85 N Eglin Afb, FL 32542	GROUP(S) 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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C21-3089-AP



CGHTECH-01

LPRIYANKA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/25/2021

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PRODUCER Hub International Mid Atlantic 9713 Key West Ave Suite 401 Rockville, MD 20850	CONTACT NAME: Jill Otto PHONE (A/C, No, Ext): (301) 424-7945 E-MAIL ADDRESS: jill.otto@hubinternational.com FAX (A/C, No):
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GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						
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CONTRACT#: C21-3089-AP
CHG TECHNOLOGIES, INC.
AVIATION PROFESSIONAL CONSULTING
EXPIRES: 07/05/2023 W/1 1 YR RENEWAL

CERTIFICATE HOLDER Okaloosa County Airports 1701 State Road 85 N Eglin Afb, FL 32542	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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**CONTRACT FOR
AVIATION PROFESSIONAL CONSULTING SERVICES**

This Contract executed and entered into this 6th day of JULY, 2021, between Okaloosa County, Florida, ("County"), whose principal address is 1250 N. Eglin Parkway, Shalimar, Florida 32579, and CGH Technologies, Inc. ("Contractor"), a Foreign Profit Corporation, whose principal address is 400 Virginia Ave SW, Suite 700B, Washington, DC 20024, states as follows:

WITNESSETH:

WHEREAS, the County has identified a single source provider to meet the needs for specialty **Aviation Professional Consulting for the Okaloosa County Airports**; and

WHEREAS, after review of the single source documentation, CGH Technologies, Inc. has been selected for the **Aviation Professional Consulting Services for the Okaloosa County Airports**; and

WHEREAS, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as stated in Exhibit "C" attached hereto; and

WHEREAS, the County desires the services of the Contractor and the Contractor is willing and able to perform all services in accordance with this Contract.

NOW, THEREFORE, the parties hereto agree as follows:

I. Incorporation of Documents

The following documents are incorporated herein by reference into this Contract and are attached as:

1. Exhibit "A", Professional Services Proposal for Okaloosa County Airports to provide consulting services related to Joint Use Agreement and Slot Allocation Program.
2. Exhibit "B" Contractors Fee Schedule
3. Exhibit "C", Federal Regulations, attached hereto and made a part of the contract.
4. Exhibit "D", Vendor's on Scrutinized List Form

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

CONTRACT#: C21-3089-AP
CGH TECHNOLOGIES, INC.
AVIATION PROFESSIONAL CONSULTING
EXPIRES: 07/05/2023 W/1 1 YR RENEWAL

II. Scope of Work

The Contractor will provide services in accordance with the terms and conditions of this contract and attached Exhibit "A".

III. Invoice Requirements

The Contractor shall submit all fees payable to the Okaloosa County in accordance with the terms and conditions of this contract and attached Exhibit "A".

The County will authorize the Contractor to proceed on a Task Order/Scope of Services basis that will be negotiated for each project. Said Task Order/Scope of Services shall be in such format as established by the County. Each Task Order/Scope of Services will be consecutively numbered and be of sufficient detail to assure a complete project. The County makes no guarantee as to the amount or type of projects that will be assigned. Projects will be assigned at the sole discretion of the County. No work will commence until a fully executed Task Order is received by the Contractor unless the Airports Director approves an immediate support requirement and provides justification. The scope of services assigned under any Task Order may include but is not limited to any of the services delineated on Exhibit A attached to this Agreement.

The County shall pay the Contractor for services satisfactorily performed at the amount indicated in each Task Order/Scope of Services attached to this Agreement, which includes all direct charges, indirect charges and reimbursable expenses, if any. The Contractor will base its charges on the Schedule of Fees attached as Exhibit B or alternatively pursuant to any lump sum fee established under any Task Order. The Contractor will bill the County monthly as work progresses. County shall give notice of invoiced sums which it may reasonably dispute or contest. Invoices will, at minimum, be numbered sequentially and specify the time period for charges, the work performed, the amount requested for that invoice and a total amount paid to date and budget remaining.

The compensation for Services to be defined in each Task Order/Scope of Services for each assignment to this Agreement will be based on either a lump sum amount or on time and materials NOT TO EXCEED basis based on the Contractor's Schedule of Fees, included as Exhibit B, for the actual time worked on the task. Contractor also will be compensated for subcontracts and outside services incurred for the task, no mark up for these services will be allowed.

IV. Duration of Contract and Termination of the Contract

The Contract will be effective when all parties have signed and will continue for two years. The contract may be renewed for an additional one (1) year period with mutual agreement from both parties.

The County may terminate the Contract with or without cause by providing thirty (30) days written notice to the Contractor. If terminated, Contractor shall be owed for services rendered and equipment provided up until the point of termination.

The County may terminate this Agreement in whole or part for cause, if the County determines

that the performance of the Contractor is not satisfactory, the County shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within fourteen (14) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the County may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

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

The County reserves the right to unilaterally cancel this Agreement for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

Upon receipt of a final termination or suspension notice under this Article, the Contractor shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:

1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; and
2. Furnish a statement of the activities and other undertakings the cost of which are otherwise includable as costs under this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule of costs as approved by the County. The closing out of federal financial participation in the services provided shall not constitute a waiver of any claim which the County may otherwise have arising out of this Agreement.

V. Remedies

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Okaloosa County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

VI. Intent of Contract Documents

It is the intent of the Contract Documents to describe a functionally complete project to be performed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended

result shall be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

VII. Investigation

Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

VIII. Notice

All notices required by this Contract shall be in writing to the representatives listed below:

The authorized representatives of the County shall be:

Tracy Stage, A.A.E, Airports Director
1701 State Road 85 N
Eglin AFB, FL 32542-1498
Phone: 850-651-7160
Email: tstage@myokaloosa.com

The authorized representative for CGH Technologies, Inc. shall be:

Cindy Troutman, President
400 Virginia Ave SW, Suite 700B
Washington, DC 20024
202-554-7774
ctroutman@cghtech.com

Courtesy copy to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850-689-5960
Fax: 850-689-5998
Email: dmason@myokaloosa.com

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days' prior notice of the address change.

IX. Governing Law & Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Okaloosa County, Florida.

X. Public Records

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

IF THE 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.

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

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the 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.

XI. 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.

XII. Assignment

Contractor shall not assign this Contract or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Contract 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.

XIII. Entire Contract & Waivers

This Contract and all exhibits as incorporated herein, contain the entire contract between the parties and supersedes all prior oral or written contracts. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

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.

XIV. 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.

XV. Independent Contractor

Contractor enters into this Contract 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 Contract.

XVI. Third Party Beneficiaries

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

XVII. Indemnification and Hold Harmless

Contractor agrees to hold harmless, indemnify, and defend or, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Contract or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

XVIII. Representation of Authority to Contractor/Signatory

The individual signing this Contract on behalf of CGH Technologies, Inc. represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of CGH Technologies, Inc. obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

XVI. 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 Contract. 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.

XX. Insurance

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day 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. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. 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 other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

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.

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

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.	Worker’s 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
5.	Professional Liability (E&O)	\$1,000,000 each claim

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor’s

knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' 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 and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as

specified herein to entities listed as Additional Insured.

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 consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

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

XXI. 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.

XXII. Compliance with Laws

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, 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 Work, 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.

XXIII. Federal Regulations

The contractor agrees to comply with all federal, state and local laws, rules and regulations, including but not limited to, those set forth in Exhibit "B", which is expressly incorporated herein as a part of this contract.

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

CGH TECHNOLOGIES, INC.

Cindy Troutman, President

Printed Name/Title

Cindy Troutman

Signature

06/24/21

Date:

OKALOOSA COUNTY, FLORIDA

Carolyn N. Ketchel

Carolyn N. Ketchel, Chairman

Date: JUL 06 2021

ATTEST:
J.D. Peacock II

J.D. Peacock II, Clerk

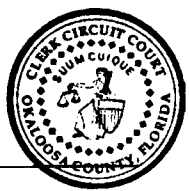


EXHIBIT A - PROFESSIONAL SERVICES PROPOSAL

CGH Technologies Inc.,

Professional Services Proposal for Okaloosa County Airports

To

JOINT USE AGREEMENT and SLOT ALLOCATION PROGRAM



June 11, 2021

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed – in whole or in part – for any purpose other than to evaluate this response. If, however, a contract is awarded to this Offeror as a result of – or in connection with – the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all pages of this response.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this submission.

CGH Technologies Inc., Master Ordering Agreement (MOA) proposal to provide Professional Services Support to Destin-Fort Walton Beach Airport (VPS) for commercial air traffic growth and management

Background and Objectives:

The west Florida Gulf Coast continues to be a highly desirable destination for work and leisure. Commercial air traffic at VPS has grown exponentially in recent years, serving as few as five destinations five years ago to now serving almost 60 destinations and hosting five major air carriers. VPS is a joint use facility through leases and agreements with the United States Air Force at Eglin Air Force Base. Both organizations, military and civil, have core missions that must operate in harmony to be successful.

The objective is to provide Professional Services through a Master Ordering Agreement (MOA) whereby VPS obtains support on a task-by-task basis for the following:

1. Assist VPS in negotiations for the updated Joint Use Agreement (JUA) with DoD.
2. Collaborate with airport stakeholders in the development and implementation of arrival slot management procedures.
3. Provide continuing support for airline schedule assessment and slot management allocations bi-annually and as requested.
4. As determined by VPS, develop software capabilities in support of the slot management program.

Our efforts will focus on facilitating an approved JUA and ensuring terms of a JUA satisfactorily accommodate present and forecasted civil traffic growth in conjunction with present and future military missions assigned to Eglin AFB.

We will initiate an enhanced collaborative decision making (CDM) process with airport stakeholders in gaining agreement to the procedures, processes and operating rules to manage traffic as per the terms of the JUA.

Recognizing that airlines adjust their operating schedules regularly throughout the year, and in particular to accommodate seasonal demand (summer/winter), CGH will provide continuing support to VPS traffic management as requested and approved.

Throughout this process we understand the need for software tools and capabilities may be considered by VPS for more efficient slot management. At present not enough information is available to determine type or need. Over time VPS will be able to determine such need which will be proposed, costed by CGH and approved separately.

Note: Our ability to reach appropriate conclusions and recommendations is predicated on access to operational and performance data. CGH recognizes that access to military data may be limited for a variety of reasons, not the least of which is for national security. We will make every effort to make the most correct, holistic recommendations based on available data.

Project Scope of Work

Task 1: JUA Negotiations

- Build project/negotiation timeline
- Slot management and ATFM briefing for VPS staff (others)
- Assess and forecast commercial activity
- Assess current JUA and historic, current, and forecast military activity (if able)
- Identify military mission needs and requirements impacting scheduling
- Identify operational constraints, limitations and opportunities
- Identify commercial carrier's business model/scheduling practices
- Assess alternative capacity options
- Determine value proposition for stakeholders
- Develop and write negotiation plan/strategy
- Participate in JUA drafts, reviews and cost methodology
- Participate as SMEs with JUA coordination and negotiations with Military
- After action report (preparation, review/coordination, finalize)

CGH will support VPS in outlining the timeline, strategies and approach to a successful negotiation of a renewed JUA. We will provide an informative overview of slot allocations management and the larger operating environment. Our team will assess current and forecast traffic, both civil and military (where able) and use data to strengthen the discussion on need and value to all stakeholders. Our assessment of the ATC/ATFM operating environment may identify alternatives to support VPS commercial traffic and reduce impact on Military operations.

Deliverables: We will support drafting JUA terms and conditions, review and edit changes, participate in person during negotiations and provide a final report.

Estimated POP: 90 days from date of award

Task 2: Slot Allocation Program Development and Deployment

- Assess operating scenarios to achieve greatest capacity
- Support coordination with user community (airlines) for agreement with slot program
- Develop slot allocation and management program/process
- Develop and write slot management operating procedures/guidance material
- Deliver slot allocation and management program with training

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CGH will work with VPS staff and airport stakeholders, in particular the airline scheduling representatives, to determine constraints and conflicts, opportunities to smooth schedules and gain understanding of expected future demands on resources.

Deliverables: We will develop the operating procedures for the slot allocation management program, codify the workflow and processes.

CGH will deliver the slot allocation and management program with training.

Estimated POP: TBD

Task 3: Continuing Support of Operations

- Review historic airport data and airline slot utilization and provide recommendations on slot levels
- Review of semi-annual new and revised slot request to coincide with Airline summer and winter schedules
- Facilitate negotiations with airlines and/or military on changes to slot allocations.

CGH will help organize data calls, analyze schedule data and work with VPS to adjust schedules to ensure maximization of airport resources while accommodating air carrier commercial business models.

Deliverables: CGH will support analyzing the seasonal (summer/winter) schedules to negotiate and develop the bi-annual slot allocation program with VPS and air carriers

Estimated POP: TBD

Task 4: Software Tools and Applications

- Develop technical software solution requirements – TBD

Pricing

- Labor will be priced on a T&M basis per task order. Rates included as Exhibit B.
- Individual tasks to be approved on a task order basis.
- All travel, lodging and MI&E will be billed in accordance with the Joint Travel Regulations (JTR)
 - M&H applied to travel cost
 - No fee applied to travel costs
 - Travel airfare priced at Economy rates

Prospective Task Orders:

Task 1 – JUA Negotiations

Task 2 – Slot Allocation Program Development and Deployment

Task 3 – Continuing Support of Operations (TBD)

Task 4 – Software Tools and Applications (TBD)

CGH Team Performance:

CGH is uniquely positioned to support VPS in this tasking based on our knowledge and experience in global airspaces, especially the National Airspace System (NAS), its components, how each component interfaces, impacts, and contributes to the overall performance of airspace operations and how applying new or improved processes, capabilities and procedures can affect that performance. This coupled with a working knowledge of advanced technology concepts and our deep understanding of the ATC/ATFM domain, environment and its stakeholders, relevant past performance and experienced staff provides a sound foundation for understanding VPS' requirements.

There are approximately 190 Air Navigation Service Providers (ANSPs) in the world. In the United States, the Federal Aviation Administration (FAA) provides that function. The ANSP has the authority and obligation to manage airport runway operations, avoiding undue constraints and delays while ensuring equitable service. The FAA administers airport slot management programs at key airports. Three of our staff members, Mike Sammartino, Gerry Shakley, and Dan Smiley have individually and collectively had managed the FAA Slot program for approximately 15 years. These experts have applied the International Air Transport Association (IATA) level I, II and III processes to multiple US airports; have attended the Summer and Winter IATA airline global slot conventions; and have collaborated with many airlines, airport authorities and local Government entities while representing the FAA Administrator in achieving results for efficiently managed airport runway operations. In the area of Air Traffic Flow Management (ATFM), these same individuals have collaborated and negotiated with the DoD on equitable use of Military released airspace.

As a company, CGH has worked for over 25+ years within the aviation environment, specifically in the areas of providing subject matter experts who also have supported the development of capabilities, tools, legacy data re-use methodologies and processes for assessing and improving capacity utilization and performance of the NAS and its resources. Specifically, in the aviation and airport arena we built the US Federal NOTAM System in use today; we built and maintain the Obstacle Evaluation/Airport Airspace Analysis sometimes referred to as OE/AAA or OE3A; we built the Airport Graphical Information System (A-GIS) used by the FAA, now Airport Data Information Portal (ADIP). This is a sample of the types of tools, capabilities, and systems we have deployed and can build; all managing unprecedented volumes of data on a common, collaborative platform used every hour of the day in running and managing US air traffic operations.

Selected Team Bios

Dan Smiley

Mr. Smiley has 42 years of air traffic control and aviation related experience both US and internationally. As Vice President, Air Traffic Management Services for CGH he manages several programs delivering strategic planning and management of aviation operations supporting FAA and other Government customers. In previous positions Dan has consulted for airports and airlines in Europe, Asia, Latin America and the Middle East delivering results in operational efficiencies and revenue.

As FAA Vice President, System Operations Dan managed all US Air Traffic Flow Management at the national level; military and special operations; performance analysis for the Air Traffic Organization; Flight Service; and International Operations support. As Director, Surface Operations he managed the FAA Slot Allocation program affecting multiple high-volume US airports. As Operations Manager for the Civil Air Navigation Services Organizations (CANSO) – an international organization headquartered in Amsterdam, he established a global work program including Collaborative Decision Making (CDM) and Civil-Military Cooperation for efficient use of all airspace. As Manager, FAA Air Traffic Control System Command Center he provided oversight to the management of all major traffic flows in the US and coordinated with the military for shared use of airspace.

Michael J Sammartino

Mr. Sammartino has over four decades of experience in aviation, with extensive experience in all aspects of air traffic control, air traffic management, air traffic flow management and supporting human factors activities associated with domain expertise for operational systems and software (SW) automation.

At CGH Mike is VP, Strategic Development providing broad oversight to company operations and contracts. He has led dozens of large-scale, multi-million-dollar initiatives to improve US National Airspace System (NAS) performance including the design and delivery of customized automated systems, human capital solutions, airspace management, and NAS data management

He takes pride in improving airspace effectiveness by overcoming innate fear, resistance, and naysayers, and by accomplishing previously, “impossible tasks” by utilizing people, process, technologies and collaboration to achieve improvements

As former Vice President, Aviation Solutions Airbus ProSky he provided analysis, guidance and support to automation software products for airlines, airport management and aviation service providers both domestically and internationally.

His 30-year career with FAA led to HQ positions as VP, System Operations and VP Terminal Services responsible for over 8,000 employees and all traffic flow management. He represented

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the FAA Administrator in managing slot allocation programs for EWR, JFK, LGA and DCA. Mike was the Chief Negotiator for the FAA's Legal Slot implementation process. In other areas his direct oversight on special assignment to the Administrator for managing JFK construction led to performance results that exceeded the previous year's throughput numbers even with the main departure runway out of service for 9 months. This was achieved through continuous collaboration and negotiation with all stakeholders.

Mike was the Director for the FAA Air Traffic Control System Command Center along with managing LGA and Hub facilities and multiple Regional Staff Office management functions. Prior to FAA he was Logistics Manager for the Department of the Navy for 6 years planning and executing the movement and support of forces

Mike has a B.S.in Management, Adelphi University, NY, and has received distinguished awards throughout his career to include: Secretary of Transportation Gold Medal Award; Secretary of Transportation Consumer Team Award; FAA Administrator Special Award for NY Slot Negotiations; Air Traffic Operations Leadership Award; Wings Award for Hurricane Recovery Efforts.

Gerry Shakley

Mr. Shakley brings his analytical expertise to CGH as a Sr. II Business/Financial/Management Analyst and has over 39 years of experience in the aviation field serving predominately in supervisory and advisory roles, much of that time for the Federal Aviation Administration (FAA).

Gerry has pioneered the use of data and performance metrics in managing air traffic control and airport and airspace operational efficiencies. He has over 20 years of experience in analysis with the Aviation System Performance Metrics System (ASPMS), a standard used industry wide. Additionally, Mr. Shakley is a fully qualified trainer with an education degree that allows for deep and effective learning, through the use of aviation data, to achieve operational results for airports, airlines and FAA personnel.

Prior to joining CGH, Gerry spent 7 years as the Director, Aviation Metrics & Analysis and Senior Air Traffic Advisor for Volanno (Formerly I.T. Works). He served as a Subject Matter Expert (SME) to FAA managers and operational units on metric development, data and performance analysis, Airport Surface Management, including Terminal Flight Data Manager (TFDM), and the FAA Slot Administration Office. Mr. Shakley also provided direct support to the Director of Surface Office as an SME in FAA Traffic Flow Management and air traffic policies related to the surface management program.

In addition, Gerry served as an SME in the development of NexGen surface management, supported the FAA Slot Administration Office and System Operation. Mr. Shakley also wrote, reviewed, and analyzed proposed legislation, regulations, and policies for the Vice President of System Operation representing ATO and System Operations and he supported the FAA with

formulations and recommendations on policy positions related to airport surface management and slot administration.

Gerry spent 29 years with the FAA, the last 14 years, as Senior Advisor and Special Assistant for the Director of Air Traffic of the FAA. He supported the Vice Presidents and the Director of System Operations on policy and administrative matters, with a specific focus on air traffic control operational and traffic management issues. Gerry was instrumental in all analysis, executive level briefings and ultimate determinations for the FAA Slot Allocation Program. He also was responsible for a wide variety of complex special assignments involving the Office of the Secretary of Transportation, Office of the Administrator, Chief Operating Office, and Senior Vice and Vice Presidents. He represented the Director and Senior and Vice Presidents in policy and program issues with senior headquarters and service area personnel, congressional staff members, airline representatives, and other aviation stakeholders.

As an active En Route Air Traffic Controller and Operations Manager Gerry developed new concepts, processes, procedures, and implemented several new traffic management innovations, including the first regional traffic management unit, first regional customer forum, the initial use of the traffic management “hot-line,” the facility automated delay reporting, the creation of the consolidated facility traffic management log, and he pioneered the use of NAS data “offloaded” from the Air Traffic Control system to analyze sector demand and post analyses. Mr. Shakley communicated frequently with industry stakeholders and served as Chair of local area customer forums concerning a wide spectrum of issues such as operational, procedural, and new technologies.

Gerry holds a BS degree from California University of Pennsylvania, California, PA, and has received many distinguished awards throughout his career to include: Secretary of Transportation’s Gold Medal; Secretary of Transportation’s Special Award; Secretary of Transportation’s Team Award; Secretary of Transportation’s Award for Partnering for Excellence; FAA Administrator’s Special Award.

Leon J. Prusak

Mr. Prusak is an Air Traffic Management Expert with 38 years operational experience managing some of the world’s busiest and most complex airspace and airports. Leo currently supports FAA with planning future systems and concepts for strategic air traffic flow management addressing demand/capacity imbalances, Time Based Operations (TBO), Trajectory Based Operations, UAS/UAM and Space operations. Formerly served as Vice President, Air Traffic Management Products and Strategy, PASSUR Aerospace, responsible for product functional design of automated tools to improve airline and airport performance and cash flow. During 33 years with the FAA, he held management positions including Tactical Operations NE responsible for the entire Northeast US traffic flow; District Manager NY exercised line authority over 13 FAA facilities, 9 Federal Contract Towers, and 2 non-Fed towers managing over 300 air traffic controllers responsible for 10,000 flights daily and 120 million passengers annually. These functions required constant

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coordination with key FAA HQ executives, the military, and other Federal agencies, state and local governments, the aviation industry, the regulatory organizations of the FAA and the general public on traffic management and operational issues. Leo was an active air traffic controller at the JFK airport and New York Approach Control, and managed Teterboro, Newark, and LaGuardia airports.

PUBLICATIONS:

1. Reducing Delays, Cancellations, and Diversions Through Collaborative Traffic Flow Management, July 2016
2. PERTI - Planning Execution Review Training Improvement, Apr 4, 2014

PATENTS:

1. Device, System and Method for Dynamic Airspace Use, Issued May 10, 2018, 20180130358
2. Device, System, and Method for Gate Optimization, Issued Apr 5, 2018, 20180096612

Vinod Vallikat

Mr. Vallikat is a Senior II Computer Scientist/Systems Analyst and also serves as the Chief Technical Officer (CTO) for CGH Technologies, Inc. He has more than twenty-five (25) years of accomplished experience as a senior information solutions manager. Vinod has extensive experience performing software engineering and leading teams for Data Architecture, Data Warehousing, Information Architecture and Application Development within a diverse range of industries including aeronautical systems, telecommunications, e-commerce, information technology, and utilities.

Vinod possesses in-depth experience in conceptualizing, planning, designing, managing, optimizing, implementing, testing, evaluating and maintaining large-scale enterprise systems that include service-oriented architectures (SOA). He has extensive hands-on experience working with large Online Transaction Processing and multi-terabyte data warehouse and data processing systems. In addition, he possesses strong program management skills from managing employees and consultants in both system engineering and application design fields of expertise.

He spearheaded design, development and enhancement of several FAA programs, including, Special Airspace Activity (SAA) for use by DoD, Sector Design Analyses (SDAT), Temporary Flight Restrictions (TFR), NAVLean, NASR and NAS Data Services (NAS DS) and Obstruction Evaluation/Airport Airspace Analysis modernization.

Vinod was the chief designer and architect for the Federal NOTAM System (FNS) program, which is the modern NOTAM platform in the United States. FNS also has the unique distinction of being the first program in the world to submit a digital NOTAM (in 2010).

As Sr. Principal Consultant for Oracle Corporation, he provided consulting services to numerous Fortune 50 customers that included helping with the enterprise IT architecture, development of best practices and standards and also in leading multi-vendor teams in building mission critical enterprise systems. As Sr. Database Architect for the Coca-Cola Company, he was responsible for the architecture and design of

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all the enterprise database systems supporting consumer marketing activity for the major brands within the Company.

Vinod holds a Master of Science, Computational Hydraulics, Water Resources Management, 1995, University of Nevada, NV and a Bachelor of Science in Civil Engineering, 1992, Kakatiya University, India

Matt Marcella

As Senior Solutions Architect Mr. Marcella provides oversight and leadership to the CGH technical team specializing in the management of Big Data Analysis and Machine Learning systems for aviation, financial and commercial projects. Matt is skilled in Information Theory, Machine Learning, Big Data Analytics, Pattern Recognition, Image Processing, Classifiers, Distributed Web Applications, among others.

He has provided technical leadership in the creation of an Airport Collaborative Slot Management Program used by airports to fairly distribute limited departures during inclement weather or restricted runway operations. He has Led the development of industry leading Aircraft Trajectories and Estimated Time of Arrival Predictions, critical for efficient airline operations. Clients include seven of the top ten airlines in the US. These products use advanced Big Data processing platforms and pattern recognition in accurately assess operational variables to decision makers. Matt has architected a sophisticated Flight Tracking and Analytics platform for situational awareness for airlines and airports.

As a consultant to Boeing Aerospace he developed software for the US Air Force Constant Watch Intelligence Automation. The system was used to process and distribute Command, Control, and Intelligence information throughout the Pacific Air Forces. As the Principal Engineer for the Hughes Image Processing and Pattern Recognition Laboratory he led a team of highly qualified scientists and engineers in machine learning, pattern recognition, and statistical analysis for Military Targeting Pods, FLIR and Multispectral Sensors.

Matt has consulted for UBS, Salomon Brothers and Chuo Trust and Banking. He has served as Vice President and IT Manager, Nomura Capital Services, and as Vice President, Deutsche Bank. He holds 9 patents for Advanced Aviation and Airspace Analytics, is the author of numerous government reports on pattern recognition and artificial intelligence, holds a BS in Electrical and Electronic Engineering, California Polytechnical University, and was Midshipman at the US Naval Academy.

Exhibit B
Labor Rates

Year 1 (months 1-12)	<u>Labor Category</u>	<u>Billable Rate</u>
	Aviation SME	\$ 268.17
	Sr. Software Engineer	\$ 192.69
	Mid-level Software Engineer	\$ 152.64

Year 2 (months 13-24)	<u>Labor Category</u>	<u>Billable Rate</u>
	Aviation SME	\$ 276.22
	Sr. Software Engineer	\$ 198.47
	Mid-level Software Engineer	\$ 157.22

* Year 2 rates include a 3% escalation.

Standard Contract Clauses

Exhibit "C"

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.
 - a. 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
 - c. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar

days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 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-
 - a. Enrollment in the E-Verify program; or
 - b. 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.
 - a. 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.
 - b. 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.
 - c. 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>.

- d. Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee
 - i. Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - ii. 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
 - iii. 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.

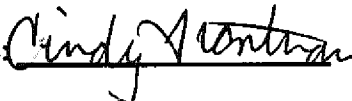
Exhibit "D"
Vendors on Scrutinized List

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate CGH Technologies, Inc., 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: 06/24/21

SIGNATURE: 

COMPANY: CGH Technologies, Inc.

NAME: Cindy Troutman
(Typed or Printed)

ADDRESS: 400 Virginia Ave, SW

TITLE: President

Suite 700B

E-MAIL: ctroutman@cghtech.com

Washington, DC 20024

PHONE NO.: 202-554-7774

TASK ORDER APPROVAL FORM

CONTRACT #: C21- AP

TASK ORDER #: 1

TASK ORDER AMOUNT: \$122,238

OFFERED BY CONSULTANT:

CGH Technologies, Inc.

FIRM'S NAME

Cindy Troutman

REPRESENTATIVE'S PRINTED NAME

Cindy Troutman

SIGNATURE

President

TITLE

6/18/21

DATE

RECOMMENDED FOR APPROVAL
(Department Director)

886

SIGNATURE

Tracy Stage, A.A.E.

Airports Director

TITLE

6-21-21

DATE

APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

Jeffrey A Hyde

Digitally signed by Jeffrey A Hyde
Date: 2021.06.22 15:27:15 -05'00'

PURCHASING MANAGER

DATE

Faye Douglas

Digitally signed by Faye Douglas
Date: 2021.06.22 20:28:19 -05'00'

OMB Director/DATE

DATE

John Hofstad

Digitally signed by John Hofstad
Date: 2021.06.23 14:11:13 -05'00'

COUNTY ADMINISTRATOR (if applicable)

JUL 06 2021

DATE

Carolyn N. Kitchel

Carolyn N. Kitchel

Chairman - Board of County Commissioners

JUL 06 2021

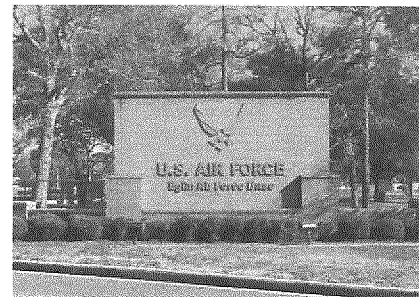
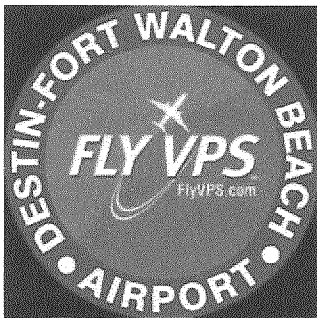
DATE



Revised November 3, 2017

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this submission.

CGH Technologies Inc.,
Professional Services Proposal for Okaloosa County Airports
To
Joint Use Agreement
(JUA) Negotiations
Task 1



June 11, 2021

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed – in whole or in part – for any purpose other than to evaluate this response. If, however, a contract is awarded to this Offeror as a result of – or in connection with – the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all pages of this response.

CGH Technologies Inc., Master Ordering Agreement (MOA) proposal to provide Professional Services Support to Destin-Fort Walton Beach Airport (VPS) for commercial air traffic growth and management

Background and Objectives:

The west Florida Gulf Coast continues to be a highly desirable destination for work and leisure. Commercial air traffic at VPS has grown exponentially in recent years, serving as few as five destinations five years ago to now serving almost 60 destinations and hosting five major air carriers. VPS is a joint use facility through leases and agreements with the United States Air Force at Eglin Air Force Base. Both organizations, military and civil, have core missions that must operate in harmony to be successful.

The objective is to provide Professional Services through a Master Ordering Agreement (MOA) whereby VPS obtains support on a task-by-task basis. Task 1 is as follows:

TASK 1: Assist VPS in negotiations for the updated Joint Use Agreement (JUA) with DoD.

Our efforts will focus on facilitating an approved JUA and ensuring terms of a JUA satisfactorily accommodate present and forecasted civil traffic growth in conjunction with present and future military missions assigned to Eglin AFB.

We will initiate an enhanced collaborative decision making (CDM) process with airport stakeholders in gaining agreement to the procedures, processes and operating rules to manage traffic as per the terms of the JUA.

Note: Our ability to reach appropriate conclusions and recommendations is predicated on access to operational and performance data. CGH recognizes that access to military data may be limited for a variety of reasons, not the least of which is for national security. We will make every effort to make the most correct, holistic recommendations based on available data.

Project Scope of Work

Task 1: JUA Negotiations

- Build project/negotiation timeline
- Slot management and ATFM briefing for VPS staff (others)
- Assess and forecast commercial activity
- Assess current JUA and historic, current, and forecast military activity (if able)
- Identify military mission needs and requirements impacting scheduling
- Identify operational constraints, limitations and opportunities
- Identify commercial carrier's business model/scheduling practices
- Assess alternative capacity options

- Determine value proposition for stakeholders
- Develop and write negotiation plan/strategy
- Participate in JUA drafts, reviews and cost methodology
- Participate as SMEs with JUA coordination and negotiations with Military
- After action report (preparation, review/coordination, finalize)

CGH will support VPS in outlining the timeline, strategies and approach to a successful negotiation of a renewed JUA. We will provide an informative overview of slot allocations management and the larger operating environment. Our team will assess current and forecast traffic, both civil and military (where able) and use data to strengthen the discussion on need and value to all stakeholders. Our assessment of the ATC/ATFM operating environment may identify alternatives to support VPS commercial traffic and reduce impact on Military operations.

Deliverables: We will support drafting JUA terms and conditions, review and edit changes, participate in person during negotiations and provide a final report.

Estimated POP: 90 days from date of award

Pricing

- Labor will be priced on a T&M basis per task order.
- All travel, lodging and MI&E will be billed in accordance with the Joint Travel Regulations (JTR)
 - M&H applied to travel cost
 - No fee applied to travel costs
 - Travel airfare priced at Economy rates
- Task 1 has been priced based on discussions with VPS to include estimates for labor hours and travel
- Labor rates are listed under Attachment A

Task 1 – JUA Negotiations

Task 1 - JUA Negotiations		Labor Category	Total Hours	Hourly Rate
Labor:	\$ 109,145.00	Aviation SME	407	\$ 268.17
Estimated Unburdened Travel:	\$ 12,589.00			
M&H on Travel Only:	\$ 504.00			
Estimated Burdened Travel:	\$ 13,093.00			
Total Price Task 1:	\$ 122,238.00			

Attachment A

Labor Rates

Year 1 (months 1-12)	Labor Category	<u>Billable Rate</u>
	Aviation SME	\$ 268.17
	Sr. Software Engineer	\$ 192.69
	Mid-level Software Engineer	\$ 152.64

Year 2 (months 13-24)	Labor Category	<u>Billable Rate</u>
	Aviation SME	\$ 276.22
	Sr. Software Engineer	\$ 198.47
	Mid-level Software Engineer	\$ 157.22

* Year 2 rates include a 3% escalation.



SINGLE SOURCE PURCHASE JUSTIFICATION REQUEST

A single source means that a commodity or service can be purchased from multiple sources, but, in order to meet certain functional or performance requirements (e.g. parts matching existing equipment or materials) there is only one economically feasible source for the purchase.

Date: 06/11/2021

PR No:

Requestor: Tracy Stage, A.A.E.

Phone No: 850-651-7160

Department/Division: Airports

Item Description: Aviation Professional Services related to commercial air traffic growth and management, including but not limited to Joint Use Agreement negotiations and Slot Allocation Program Development.

Vendor: CGH Technologies, Inc.

Vendor's Address: 400 Virginia Ave SW, Suite 700B
Washington DC 20024

Vendor's Telephone No: 202-580-7429

Point of Contact: Dan Smiley

Single Source Justification: See attached.
(attach additional docs if any)

Check One:

- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation. (attach emergency condition documentation)
- Federal Awarding Agency or Pass Through Agency authorizes noncompetitive negotiations (letter of authorization is attached).
- The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the time to be replaced (price certification attached).
- Other, additional justification required (continue on blank page as needed)

Tracy A. Stage, A.A.E. Digitally signed by Tracy A. Stage, A.A.E. 06/11/2021
Date: 2021.06.11 10:46:50 -05'00'

Requesting Department Director Signature (or authorized Designee) **Date**

REVIEW BY OMB AND PURCHASING

Approved:

OMB and Purchasing Department Comments:

Denied:

Faye Douglas Digitally signed by Faye Douglas
Date: 2021.06.11 12:43:43 -05'00'

OMB Director Signature **Date**

**CGH Technologies, Inc.
Single Source Justification**

From Section 19 of the Okaloosa County Purchasing Manual:

A. A single source means that a commodity or service can be purchased from multiple sources, but, in order to meet certain functional or performance requirements (e.g., parts matching existing equipment or materials) there is only one economically feasible source for the purchase.

Department Response: While there are multiple aviation/airport consultants in the industry, there are no other consultants who provide the type of services the Airports Department needs in this matter. The consultants at CGH are the specific individuals who personally authored the slot program for the FAA. The County's situation does not fit neatly into any of the existing slot program categories, so something one-of-a-kind is going to have to be created and approved for VPS. When the Airports Director called the FAA for guidance, this is the firm to which he was directed.

B. Purchases of goods and/or services from a single source may be exempted from the competitive procurement requirements upon confirmation that: (1) the use is justified based on costs or interchangeability factors; (2) the use is recommended by the project architect, engineer, or affected department director; and (3) the rationale for single source is approved by the OMB Director. Such awards will be made within the authorized limits identified in Table 1 of this Manual.

Department Response: The use of CGH is justified as single source, as there are no other consultants in the world with the credentials these individuals hold. This meets the criteria for single source as specific experience in the field of slot program development is required and not interchangeable with the qualifications of any other firm or consultant. As there are only 21 joint use airports in the country and none of them have the complexities we have, there is no other airport that has had the need to solicit this highly specific type of service before. The selection of CGH is recommended by the Airports Director and has been approved by the OMB Director.

C. Prior to award, a notice of intent to award shall be posted for any and all single source procurements as set forth in Section 14.7 of this policy.

Department Response: The intent to award for this contract was published on Friday, June 11, 2021 in accordance with County policy.

D. When a purchase exceeds the threshold amount for staff approval, the item will be placed on the agenda for Board approval.

Department Response: The Department has drafted a contract that is currently in coordination with the intent to take the contract, and the first task order, to the Board of County Commissioners meeting for approval on July 6, 2021.

Supporting Details:

The members of the CGH Technologies, Inc. team are the premiere subject matter experts on the FAA Slot Program and are the only professionals in the Country with the combined expertise needed to navigate the complexities involved in the County's negotiation of the Joint Use Agreement and the establishment of a Slot Allocation Program that will be a custom model developed to meet the unique and very specific needs of our airport.

Selected Team Bios

Dan Smiley

Mr. Smiley has 42 years of air traffic control and aviation related experience both US and internationally. As Vice President, Air Traffic Management Services for CGH he manages several programs delivering strategic planning and management of aviation operations supporting FAA and other Government customers. In previous positions Dan has consulted for airports and airlines in Europe, Asia, Latin America and the Middle East delivering results in operational efficiencies and revenue.

As FAA Vice President, System Operations Dan managed all US Air Traffic Flow Management at the national level; military and special operations; performance analysis for the Air Traffic Organization; Flight Service; and International Operations support. As Director, Surface Operations he managed the FAA Slot Allocation program affecting multiple high-volume US airports. As Operations Manager for the Civil Air Navigation Services Organizations (CANSO) – an international organization headquartered in Amsterdam, he established a global work program including Collaborative Decision Making (CDM) and Civil-Military Cooperation for efficient use of all airspace. As Manager, FAA Air Traffic Control System Command Center he provided oversight to the management of all major traffic flows in the US and coordinated with the military for shared use of airspace.

Michael J Sammartino

Mr. Sammartino has over four decades of experience in aviation, with extensive experience in all aspects of air traffic control, air traffic management, air traffic flow management and supporting human factors activities associated with domain expertise for operational systems and software (SW) automation.

At CGH Mike is VP, Strategic Development providing broad oversight to company operations and contracts. He has led dozens of large-scale, multi-million-dollar initiatives to improve US National Airspace System (NAS) performance including the design and delivery of customized automated systems, human capital solutions, airspace management, and NAS data management. He takes pride in improving airspace effectiveness by overcoming innate fear, resistance, and naysayers, and by accomplishing previously, "impossible tasks" by utilizing people, process, technologies and collaboration to achieve improvements.

As former Vice President, Aviation Solutions Airbus ProSky he provided analysis, guidance and support to automation software products for airlines, airport management and aviation service providers both domestically and internationally.

His 30-year career with FAA led to HQ positions as VP, System Operations and VP Terminal Services responsible for over 8,000 employees and all traffic flow management. He represented the FAA Administrator in managing slot allocation programs for EWR, JFK, LGA and DCA. Mike was the Chief Negotiator for the FAA's Legal Slot implementation process. In other areas his direct oversight on special assignment to the Administrator for managing JFK construction led to performance results that exceeded the previous year's throughput numbers even with the main departure runway out of service for 9 months. This was achieved through continuous collaboration and negotiation with all stakeholders.

Mike was the Director for the FAA Air Traffic Control System Command Center along with managing LGA and Hub facilities and multiple Regional Staff Office management functions. Prior to FAA he was Logistics Manager for the Department of the Navy for 6 years planning and executing the movement and support of forces

Mike has a B.S. in Management, Adelphi University, NY, and has received distinguished awards throughout his career to include: Secretary of Transportation Gold Medal Award; Secretary of Transportation Consumer Team Award; FAA Administrator Special Award for NY Slot Negotiations; Air Traffic Operations Leadership Award; Wings Award for Hurricane Recovery Efforts.

Gerry Shakley

Mr. Shakley brings his analytical expertise to CGH as a Sr. II Business/Financial/Management Analyst and has over 39 years of experience in the aviation field serving predominately in supervisory and advisory roles, much of that time for the Federal Aviation Administration (FAA).

Gerry has pioneered the use of data and performance metrics in managing air traffic control and airport and airspace operational efficiencies. He has over 20 years of experience in analysis with the Aviation System Performance Metrics System (ASPMS), a standard used industry wide. Additionally,

Mr. Shakley is a fully qualified trainer with an education degree that allows for deep and effective learning, through the use of aviation data, to achieve operational results for airports, airlines and FAA personnel.

Prior to joining CGH, Gerry spent 7 years as the Director, Aviation Metrics & Analysis and Senior Air Traffic Advisor for Volanno (Formerly I.T. Works). He served as a Subject Matter Expert (SME) to FAA managers and operational units on metric development, data and performance analysis, Airport Surface Management, including Terminal Flight Data Manager (TFDM), and the FAA Slot Administration Office. Mr. Shakley also provided direct support to the Director of Surface Office as an SME in FAA Traffic Flow Management and air traffic policies related to the surface management program.

In addition, Gerry served as an SME in the development of NexGen surface management, supported the FAA Slot Administration Office and System Operation. Mr. Shakley also wrote, reviewed, and analyzed proposed legislation, regulations, and policies for the Vice President of System Operation representing ATO and System Operations and he supported the FAA with

formulations and recommendations on policy positions related to airport surface management and slot administration.

Gerry spent 29 years with the FAA, the last 14 years, as Senior Advisor and Special Assistant for the Director of Air Traffic of the FAA. He supported the Vice Presidents and the Director of System Operations on policy and administrative matters, with a specific focus on air traffic control operational and traffic management issues. Gerry was instrumental in all analysis, executive level briefings and ultimate determinations for the FAA Slot Allocation Program. He also was responsible for a wide variety of complex special assignments involving the Office of the Secretary of Transportation, Office of the Administrator, Chief Operating Office, and Senior Vice and Vice Presidents. He represented the Director and Senior and Vice Presidents in policy and program issues with senior headquarters and service area personnel, congressional staff members, airline representatives, and other aviation stakeholders.

As an active En Route Air Traffic Controller and Operations Manager Gerry developed new concepts, processes, procedures, and implemented several new traffic management innovations, including the first regional traffic management unit, first regional customer forum, the initial use of the traffic management “hot-line,” the facility automated delay reporting, the creation of the consolidated facility traffic management log, and he pioneered the use of NAS data “offloaded” from the Air Traffic Control system to analyze sector demand and post analyses. Mr. Shakley communicated frequently with industry stakeholders and served as Chair of local area customer forums concerning a wide spectrum of issues such as operational, procedural, and new technologies.

Gerry holds a BS degree from California University of Pennsylvania, California, PA, and has received many distinguished awards throughout his career to include: Secretary of Transportation’s Gold Medal; Secretary of Transportation’s Special Award; Secretary of Transportation’s Team Award; Secretary of Transportation’s Award for Partnering for Excellence; FAA Administrator’s Special Award.

Leon J. Prusak

Mr. Prusak is an Air Traffic Management Expert with 38 years operational experience managing some of the world’s busiest and most complex airspace and airports. Leo currently supports FAA with planning future systems and concepts for strategic air traffic flow management addressing demand/capacity imbalances, Time Based Operations (TBO), Trajectory Based Operations, UAS/UAM and Space operations. Formerly served as Vice President, Air Traffic Management Products and Strategy, PASSUR Aerospace, responsible for product functional design of automated tools to improve airline and airport performance and cash flow.

During 33 years with the FAA, he held management positions including Tactical Operations NE responsible for the entire Northeast US traffic flow; District Manager NY exercised line authority over 13 FAA facilities, 9 Federal Contract Towers, and 2 non-Fed towers managing over 300 air traffic controllers responsible for 10,000 flights daily and 120 million passengers annually. These functions required constant coordination with key FAA HQ executives, the military, and other Federal agencies, state and local governments, the aviation industry, the

regulatory organizations of the FAA and the general public on traffic management and operational issues. Leo was an active air traffic controller at the JFK airport and New York Approach Control, and managed Teterboro, Newark, and LaGuardia airports.

PUBLICATIONS:

1. Reducing Delays, Cancellations, and Diversions Through Collaborative Traffic Flow Management, July 2016
2. PERTI - Planning Execution Review Training Improvement, Apr 4, 2014

PATENTS:

1. Device, System and Method for Dynamic Airspace Use, Issued May 10, 2018, 20180130358
2. Device, System, and Method for Gate Optimization, Issued Apr 5, 2018, 20180096612

Vinod Vallikat

Mr. Vallikat is a Senior II Computer Scientist/Systems Analyst and also serves as the Chief Technical Officer (CTO) for CGH Technologies, Inc. He has more than twenty-five (25) years of accomplished experience as a senior information solutions manager. Vinod has extensive experience performing software engineering and leading teams for Data Architecture, Data Warehousing, Information Architecture and Application Development within a diverse range of industries including aeronautical systems, telecommunications, e-commerce, information technology, and utilities.

Vinod possesses in-depth experience in conceptualizing, planning, designing, managing, optimizing, implementing, testing, evaluating and maintaining large-scale enterprise systems that include service-oriented architectures (SOA). He has extensive hands-on experience working with large Online Transaction Processing and multi-terabyte data warehouse and data processing systems. In addition, he possesses strong program management skills from managing employees and consultants in both system engineering and application design fields of expertise.

He spearheaded design, development and enhancement of several FAA programs, including, Special Airspace Activity (SAA) for use by DoD, Sector Design Analyses (SDAT), Temporary Flight Restrictions (TFR), NAVLean, NASR and NAS Data Services (NAS DS) and Obstruction Evaluation/Airport Airspace Analysis modernization.

Vinod was the chief designer and architect for the Federal NOTAM System (FNS) program, which is the modern NOTAM platform in the United States. FNS also has the unique distinction of being the first program in the world to submit a digital NOTAM (in 2010).

As Sr. Principal Consultant for Oracle Corporation, he provided consulting services to numerous Fortune 50 customers that included helping with the enterprise IT architecture, development of best practices and standards and also in leading multi-vendor teams in building mission critical enterprise systems. As Sr. Database Architect for the Coca-Cola Company, he was responsible for the architecture and design of all the enterprise database systems supporting consumer marketing activity for the major brands within the Company.

Vinod holds a Master of Science, Computational Hydraulics, Water Resources Management, 1995, University of Nevada, NV and a Bachelor of Science in Civil Engineering, 1992, Kakatiya University, India

Matt Marcella

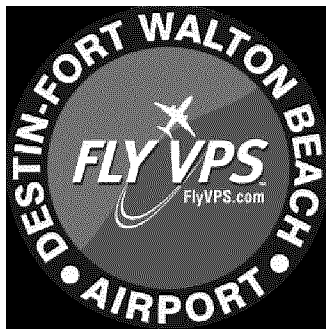
As Senior Solutions Architect Mr. Marcella provides oversight and leadership to the CGH technical team specializing in the management of Big Data Analysis and Machine Learning systems for aviation, financial and commercial projects. Matt is skilled in Information Theory, Machine Learning, Big Data Analytics, Pattern Recognition, Image Processing, Classifiers, Distributed Web Applications, among others.

He has provided technical leadership in the creation of an Airport Collaborative Slot Management Program used by airports to fairly distribute limited departures during inclement weather or restricted runway operations. He has Led the development of industry leading Aircraft Trajectories and Estimated Time of Arrival Predictions, critical for efficient airline operations. Clients include seven of the top ten airlines in the US. These products use advanced Big Data processing platforms and pattern recognition in accurately assess operational variables to decision makers. Matt has architected a sophisticated Flight Tracking and Analytics platform for situational awareness for airlines and airports.

As a consultant to Boeing Aerospace he developed software for the US Air Force Constant Watch Intelligence Automation. The system was used to process and distribute Command, Control, and Intelligence information throughout the Pacific Air Forces. As the Principal Engineer for the Hughes Image Processing and Pattern Recognition Laboratory he led a team of highly qualified scientists and engineers in machine learning, pattern recognition, and statistical analysis for Military Targeting Pods, FLIR and Multispectral Sensors.

Matt has consulted for UBS, Salomon Brothers and Chuo Trust and Banking. He has served as Vice President and IT Manager, Nomura Capital Services, and as Vice President, Deutsche Bank. He holds 9 patents for Advanced Aviation and Airspace Analytics, is the author of numerous government reports on pattern recognition and artificial intelligence, holds a BS in Electrical and Electronic Engineering, California Polytechnical University, and was Midshipman at the US Naval Academy.

CGH Technologies Inc.,
Professional Services Proposal for Okaloosa County Airports
To
JOINT USE AGREEMENT and
SLOT ALLOCATION PROGRAM



June 11, 2021

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed – in whole or in part – for any purpose other than to evaluate this response. If, however, a contract is awarded to this Offeror as a result of – or in connection with – the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all pages of this response.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this submission.

CGH Technologies Inc., Master Ordering Agreement (MOA) proposal to provide Professional Services Support to Destin-Fort Walton Beach Airport (VPS) for commercial air traffic growth and management

Background and Objectives:

The west Florida Gulf Coast continues to be a highly desirable destination for work and leisure. Commercial air traffic at VPS has grown exponentially in recent years, serving as few as five destinations five years ago to now serving almost 60 destinations and hosting five major air carriers. VPS is a joint use facility through leases and agreements with the United States Air Force at Eglin Air Force Base. Both organizations, military and civil, have core missions that must operate in harmony to be successful.

The objective is to provide Professional Services through a Master Ordering Agreement (MOA) whereby VPS obtains support on a task-by-task basis for the following:

1. Assist VPS in negotiations for the updated Joint Use Agreement (JUA) with DoD.
2. Collaborate with airport stakeholders in the development and implementation of arrival slot management procedures.
3. Provide continuing support for airline schedule assessment and slot management allocations bi-annually and as requested.
4. As determined by VPS, develop software capabilities in support of the slot management program.

Our efforts will focus on facilitating an approved JUA and ensuring terms of a JUA satisfactorily accommodate present and forecasted civil traffic growth in conjunction with present and future military missions assigned to Eglin AFB.

We will initiate an enhanced collaborative decision making (CDM) process with airport stakeholders in gaining agreement to the procedures, processes and operating rules to manage traffic as per the terms of the JUA.

Recognizing that airlines adjust their operating schedules regularly throughout the year, and in particular to accommodate seasonal demand (summer/winter), CGH will provide continuing support to VPS traffic management as requested and approved.

Throughout this process we understand the need for software tools and capabilities may be considered by VPS for more efficient slot management. At present not enough information is available to determine type or need. Over time VPS will be able to determine such need which will be proposed, costed by CGH and approved separately.

Note: Our ability to reach appropriate conclusions and recommendations is predicated on access to operational and performance data. CGH recognizes that access to military data may be limited for a variety of reasons, not the least of which is for national security. We will make every effort to make the most correct, holistic recommendations based on available data.

Project Scope of Work

Task 1: JUA Negotiations

- Build project/negotiation timeline
- Slot management and ATFM briefing for VPS staff (others)
- Assess and forecast commercial activity
- Assess current JUA and historic, current, and forecast military activity (if able)
- Identify military mission needs and requirements impacting scheduling
- Identify operational constraints, limitations and opportunities
- Identify commercial carrier's business model/scheduling practices
- Assess alternative capacity options
- Determine value proposition for stakeholders
- Develop and write negotiation plan/strategy
- Participate in JUA drafts, reviews and cost methodology
- Participate as SMEs with JUA coordination and negotiations with Military
- After action report (preparation, review/coordination, finalize)

CGH will support VPS in outlining the timeline, strategies and approach to a successful negotiation of a renewed JUA. We will provide an informative overview of slot allocations management and the larger operating environment. Our team will assess current and forecast traffic, both civil and military (where able) and use data to strengthen the discussion on need and value to all stakeholders. Our assessment of the ATC/ATFM operating environment may identify alternatives to support VPS commercial traffic and reduce impact on Military operations.

Deliverables: We will support drafting JUA terms and conditions, review and edit changes, participate in person during negotiations and provide a final report.

Estimated POP: 90 days from date of award

Task 2: Slot Allocation Program Development and Deployment

- Assess operating scenarios to achieve greatest capacity
- Support coordination with user community (airlines) for agreement with slot program
- Develop slot allocation and management program/process
- Develop and write slot management operating procedures/guidance material
- Deliver slot allocation and management program with training

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this submission.

CGH will work with VPS staff and airport stakeholders, in particular the airline scheduling representatives, to determine constraints and conflicts, opportunities to smooth schedules and gain understanding of expected future demands on resources.

Deliverables: We will develop the operating procedures for the slot allocation management program, codify the workflow and processes.

CGH will deliver the slot allocation and management program with training.

Estimated POP: TBD

Task 3: Continuing Support of Operations

- Review historic airport data and airline slot utilization and provide recommendations on slot levels
- Review of semi-annual new and revised slot request to coincide with Airline summer and winter schedules
- Facilitate negotiations with airlines and/or military on changes to slot allocations.

CGH will help organize data calls, analyze schedule data and work with VPS to adjust schedules to ensure maximization of airport resources while accommodating air carrier commercial business models.

Deliverables: CGH will support analyzing the seasonal (summer/winter) schedules to negotiate and develop the bi-annual slot allocation program with VPS and air carriers

Estimated POP: TBD

Task 4: Software Tools and Applications

- Develop technical software solution requirements – TBD

Pricing

- Labor will be priced on a T&M basis per task order.
- All travel, lodging and MI&E will be billed in accordance with the Joint Travel Regulations (JTR)
 - M&H applied to travel cost
 - No fee applied to travel costs
 - Travel airfare priced at Economy rates
 - Individual Tasks to be approved on a Task Order Basis

Prospective Future Task Orders:

Task 1 – JUA Negotiations

Task 2 – Slot Allocation Program Development and Deployment

Task 3 – Continuing Support of Operations (TBD)

Task 4 – Software Tools and Applications (TBD)

CGH Team Performance:

CGH is uniquely positioned to support VPS in this tasking based on our knowledge and experience in global airspaces, especially the National Airspace System (NAS), its components, how each component interfaces, impacts, and contributes to the overall performance of airspace operations and how applying new or improved processes, capabilities and procedures can affect that performance. This coupled with a working knowledge of advanced technology concepts and our deep understanding of the ATC/ATFM domain, environment and its stakeholders, relevant past performance and experienced staff provides a sound foundation for understanding VPS' requirements.

There are approximately 190 Air Navigation Service Providers (ANSPs) in the world. In the United States, the Federal Aviation Administration (FAA) provides that function. The ANSP has the authority and obligation to manage airport runway operations, avoiding undue constraints and delays while ensuring equitable service. The FAA administers airport slot management programs at key airports. Three of our staff members, Mike Sammartino, Gerry Shakley, and Dan Smiley have individually and collectively had managed the FAA Slot program for approximately 15 years. These experts have applied the International Air Transport Association (IATA) level I, II and III processes to multiple US airports; have attended the Summer and Winter IATA airline global slot conventions; and have collaborated with many airlines, airport authorities and local Government entities while representing the FAA Administrator in achieving results for efficiently managed airport runway operations. In the area of Air Traffic Flow Management (ATFM), these same individuals have collaborated and negotiated with the DoD on equitable use of Military released airspace.

As a company, CGH has worked for over 25+ years within the aviation environment, specifically in the areas of providing subject matter experts who also have supported the development of capabilities, tools, legacy data re-use methodologies and processes for assessing and improving capacity utilization and performance of the NAS and its resources. Specifically, in the aviation and airport arena we built the US Federal NOTAM System in use today; we built and maintain the Obstacle Evaluation/Airport Airspace Analysis sometimes referred to as OE/AAA or OE3A; we built the Airport Graphical Information System (A-GIS) used by the FAA, now Airport Data Information Portal (ADIP). This is a sample of the types of tools, capabilities, and systems we have deployed and can build; all managing unprecedented volumes of data on a common, collaborative platform used every hour of the day in running and managing US air traffic operations.

Attachment A

Labor Rates

Year 1 (months 1-12)	<u>Labor Category</u>	<u>Billable Rate</u>
	Aviation SME	\$ 268.17
	Sr. Software Engineer	\$ 192.69
	Mid-level Software Engineer	\$ 152.64

Year 2 (months 13-24)	<u>Labor Category</u>	<u>Billable Rate</u>
	Aviation SME	\$ 276.22
	Sr. Software Engineer	\$ 198.47
	Mid-level Software Engineer	\$ 157.22

* Year 2 rates include a 3% escalation.

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

Procurement/Contract/Lease Number: JBD Tracking Number: 4349-21
Procurement/Contractor/Lessee Name: CH Technologies Grant Funded: YES ___ NO
Purpose: Aviation Professional Consulting Services
Date/Term: 5yrs w/ 15yr renewal 1. GREATER THAN \$100,000
Department #: 4201 2. GREATER THAN \$50,000
Account #: 531100 3. \$50,000 OR LESS
Amount: 4202,969.00
Department: Avnt Dept. Monitor Name: Stoje

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 6-11-21
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: NO Federal law Grant Name: _____
Date: _____
Grants Coordinator _____

Risk Management Review

Approved as written: see mail attached Date: 6-18-21
Risk Manager or designee Lisa Price

County Attorney Review

Approved as written: see mail attached Date: 6-18-21
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

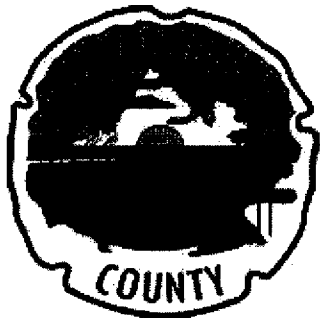
Approved as written: _____ Date: _____

DeRita Mason

From: Lisa Price
Sent: Friday, June 18, 2021 11:35 AM
To: DeRita Mason
Subject: RE: CGH Contract

Approved by Risk.

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



"We are forever indebted to those who have given their lives that we might be free."
Ronald Reagan

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

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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, June 15, 2021 9:28 AM
To: Kerry Parsons <kparsons@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: CGH Contract

Good morning,
Please review and approve the attached.



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

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

From: Kerry Parsons <kparsons@myokaloosa.com>
Sent: Friday, June 18, 2021 12:01 PM
To: Allyson Oury <aoury@myokaloosa.com>
Cc: DeRita Mason <dmason@myokaloosa.com>; Tracy Stage <tstage@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: Re: CGH Contract

Good Morning:

The single source justification and contract is approved for legal sufficiency. This will need to go to the BOCC for approval.

Kerry A. Parsons
Chief Assistant County Attorney
Okaloosa County, Florida

From: Allyson Oury
Sent: Friday, June 18, 2021 8:54:02 AM
To: Kerry Parsons



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2021

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

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

PRODUCER Hub International Mid Atlantic 9713 Key West Ave Suite 401 Rockville, MD 20850	CONTACT NAME: Terri Engelberg PHONE (A/C, No, Ext): (301) 545-1570 FAX (A/C, No): E-MAIL ADDRESS: terri.engelberg@hubinternational.com
	INSURER(S) AFFORDING COVERAGE
INSURED CGH Technologies, Inc. 600 Maryland Ave., SW, #800W Washington, DC 20024	INSURER A : American Casualty Co of Reading PA 20427
	INSURER B : Valley Forge Insurance Company 20508
	INSURER C : The Continental Insurance Company 35289
	INSURER D : Continental Casualty Company 20443
	INSURER E :
	INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

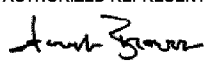
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			6072236177	8/19/2020	8/19/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6072236180	8/19/2020	8/19/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6072236227	8/19/2020	8/19/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6072236194	8/19/2020	8/19/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab.			6072236177	8/19/2020	8/19/2021	Ea. Occur./Aggr. 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
When required by written contract Okaloosa County Airports and Okaloosa County Board of County Commissioners are listed as additional insured as respect to General Liability per the policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Okaloosa County Airports 1701 State Road 85 N Eglin Afb, FL 32542	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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