

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/19/2021

Contract/Lease Control #: C17-2601-PS

Procurement#: ITQ PS 32-17

Contract/Lease Type: CONTRACT

Award To/Lessee: ONE DIVERSIFIED, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/01/2020

Expiration Date: 06/30/2022

Description of: 911/EOC CENTER AUDIO VISUAL EQUIPMENT MAINT

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

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

Closed:

Cc: BCC RECORDS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/27/2021

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 Arthur J. Gallagher Risk Management Services, Inc. P.O. Box 649 Mount Vernon NY 10552	CONTACT NAME: PHONE (A/C, No., Ext): 914-696-3700	FAX (A/C, No.): 914-696-1010
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : The Travelers Indemnity Company of CT		25682
INSURER B : Travelers Property Casualty Co of America		25674
INSURER C : Travelers Indemnity Co of America		25666
INSURER D :		
INSURER E :		
INSURER F :		

INSURED: Distinct Holdings, Inc. One Diversified, Inc 37 Market Street Kenilworth NJ 07033 DISTHOL-01

COVERAGES CERTIFICATE NUMBER: 1273446378 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
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	630-8N771257-COF-21	8/10/2021	8/10/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810-1R626509-21-I3-G	8/10/2021	8/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000	Y	Y	CUP-OP198799-21-I3	8/10/2021	8/10/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-9N160929-21-I3-E	8/10/2021	8/10/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, or other form if more space is required):
 Okaloosa County, their respective agents, consultants, servants and employees are named as Additional Insureds for ongoing and completed operation on Primary and general liability, auto liability policies per blanket policy endorsements attached. Um employer's liability. Waiver of Subrogation applies on general liability, auto liability a written contract per blanket policy endorsements attached. 30 Day Notice of Cancel Law.

CONTRACT#: C17-2601-PS
 ONE DIVERSIFIED, LLC
 911/EOC CENTER AUDIO VISUAL EQUIPMENT MAINT
 EXPIRES: 06/30/2022

CERTIFICATE HOLDER Okaloosa County 5479A Old Bethel Rd. Crestview FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

C 17-2601-PS

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY		NAMED INSURED	
POLICY NUMBER		Distinct Holdings, Inc. and see the schedule below	
CARRIER	NAIC CODE		
		EFFECTIVE DATE:08/10/2019	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: _____ FORM TITLE: _____

Named Insured Schedule:

1. Distinct Holdings, Inc.
2. Distinct Holdings Group, LLC
3. Distinct Holdings Intermediate, Inc.
4. One Diversified, LLC
5. DSI Video Systems, LLC
6. Diversified Media Group, LLC
7. Diversified TSG, LLC
8. MCW Solutions, LLC
9. Media Management, LLC
10. CompView, Inc. DBA Compview Diversified
11. Diversified LTD
12. One Diversified Ireland AV Limited
13. Sensory Technologies, LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/29/2021

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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 Arthur J. Gallagher Risk Management Services, Inc. 2 Westchester Park Dr 3rd Fl White Plains NY 10604	CONTACT NAME: Tammy Quiles	
	PHONE (A/C, No, Ext): 860-418-5336	FAX (A/C, No): 860-560-2784
E-MAIL ADDRESS: tammy_quiles@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : The Travelers Indemnity Company of CT		25682
INSURER B : Travelers Property Casualty Co of America		25674
INSURER C : Charter Oak Fire Insurance Company		25615
INSURER D : Travelers Indemnity Company		25658
INSURER E :		
INSURER F :		

INSURED DISTHOL-01
 Distinct Holdings, Inc.
 One Diversified, Inc
 37 Market Street
 Kenilworth NJ 07033

COVERAGES **CERTIFICATE NUMBER:** 964130706 **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
C	<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:	Y	Y	630-8N771257-COF-20 Incl. CA	8/10/2020	8/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
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D	<input checked="" type="checkbox"/> 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		Y	UB-9N160929-20-13-E	8/10/2020	8/10/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Okaloosa County BOCC, their respective agents, consultants, servants and employees and all other interests as may be reasonably required by Okaloosa County are named as Additional Insureds for ongoing and completed operation on Primary and Non-Contributory basis as required by written contract with respects to general liability, auto liability policies per blanket policy endorsements attached. Umbrella policy is follow form and is over general liability, auto liability and employer's liability. Waiver of Subrogation applies on general liability, auto liability and workers compensation in favor of additional insureds as required per written contract per blanket policy endorsements attached. 30 Day Notice of Cancellation applies. Workers Compensation policy complies with the Florida WC Law.

CERTIFICATE HOLDER Okaloosa County BOCC 602 North Pearl St Crestview FL 32536	CANCELLED SHOULD THE EX ACCORD...
	AUTHORIZED REPRESENTATIVE

CONTRACT#: C17-2601-PS
 ONE DIVERSIFIED, LLC
 911/EOC CENTER AUDIO VISUAL EQUIPMENT MAINT
 EXPIRES: 06/30/2022

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY		NAMED INSURED	
POLICY NUMBER		Distinct Holdings, Inc. and see the schedule below	
CARRIER	NAIC CODE		
		EFFECTIVE DATE:08/10/2019	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Named Insured Schedule:

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3. Distinct Holdings Intermediate, Inc.
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5. DSI Video Systems, LLC
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7. Diversified TSG, LLC
8. MCW Solutions, LLC
9. Media Management, LLC
10. CompView, Inc. DBA Compview Diversified
11. Diversified LTD
12. One Diversified Ireland AV Limited
13. Sensory Technologies, LLC

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

Procurement/Contract/Lease Number: CT-2604 PS Tracking Number: 4207-21
Procurement/Contractor/Lessee Name: One Crossed Grant Funded: YES ___ NO ___
Purpose: 2nd amendment
Date/Term: 6-30-22
Department #: _____
Account #: _____
Amount: 37,923.00
Department: PS Dept. Monitor Name: Maddox

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

Purchasing Review
Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 1-13-2021
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)
Approved as written: see email attached Grant Name: _____
Date: EMPAOAVT
Grants Coordinator _____

Risk Management Review
Approved as written: see email attached Date: 1-14-21
Risk Manager or designee Lisa Price

County Attorney Review
Approved as written: see email attached Date: 1-14-2021
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review
Approved as written: _____ Date: _____

IT Review (if applicable)
Approved as written: _____ Date: _____

DeRita Mason

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

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

Jane

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

Thank you, are they approved as written?

DeRita Mason



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

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

Jane

DeRita Mason

From: Lynn Hoshihara
Sent: Monday, January 18, 2021 2:14 PM
To: DeRita Mason; 'Parsons, Kerry'
Cc: Lisa Price
Subject: Re: C17-2601-PS 2nd amendment
Attachments: 2nd amendment to c17-2601-ps 1.18.21.docx

DeRita,

Attached is one minor change to the amendment. With this change, this is approved as to legal sufficiency.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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

From: DeRita Mason
Sent: Wednesday, January 13, 2021 2:45:10 PM
To: 'Parsons, Kerry'
Cc: Lynn Hoshihara; Lisa Price
Subject: C17-2601-PS 2nd amendment

Good afternoon,

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason, CPPB
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department

DeRita Mason

From: Lisa Price
Sent: Thursday, January 14, 2021 1:13 PM
To: DeRita Mason
Subject: RE: C17-2601-PS 2nd amendment

This is approved by Risk.

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



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

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

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, January 13, 2021 1:45 PM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: C17-2601-PS 2nd amendment

Good afternoon,

Please review and approve the attached.

Thank you,

DeRita Mason



CONTRACT#: C17-2601-PS
ONE DIVERSIFIED, LLC
911/EOC CENTER AUDIO VISUAL EQUIPMENT
MAINT
EXPIRES: 06/30/2022

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA
COUNTY, FLORIDA AND ONE DIVERSIFIED, LLC
CONTRACT NO. C17-2601-PS**

This Second Amendment to the Agreement between Okaloosa County, a political subdivision of the state of Florida (the "County"), and One Diversified, LLC, executed this 19th day of January, 20 21, is made a part of the original Agreement dated August 17, 2017, Contract No. C17-2601-PS (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their option to renew the original Agreement for one final (1) year term in accordance with Exhibit "A"-Term of the original Agreement.
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall commence July 1, 2020 and shall terminate no later than June 30, 2022.
3. **COMPENSATION.** Compensation for this renewal term of the Agreement is stated in Attachment "A" attached hereto and made a part of the contract.
4. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated August 17, 2017 and any amendments thereto, shall remain in full force and effect.
5. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

(Remainder of Page Intentionally Left Blank)



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

ONE DIVERSIFIED, LLC:

Nathan H. Jones
Signature

TITLE: Sales Director

Nathan Jones
Print Name

OKALOOSA COUNTY, FLORIDA

Faye Douglas Digitally signed by Faye Douglas
Date: 2021.01.19 14:29:16 -06'00'
Faye Douglas, OMB Director



ATTACHMENT "A"
Pricing Sheet



Okaloosa County Purchasing Department 2021-2022 Silver CSA Renewal
R6880B

Global Services
Client Support

Diversified provides expert technology resources, when and where you need them, so your business can focus on growth. Diversified delivers innovation across a broad spectrum of technical applications for customers domestically and internationally. Support for your organization is orchestrated through our 24/7/365 Global Service Center and extends to locations across the United States, in Asia, Europe and an extensive global partner network.

Agreement Pricing (tax exempt clients)

Description		Price	Qty	Ext. Price
DGS-Silver	Silver One-Year on-site maintenance agreement, parts-including product manufacturer management; labor-including exclusive Toll Free line for 2-Hour call back time; unlimited 2-Day On Site Emergency Service (Business hours, Mon-Fri) and 1 scheduled preventative maintenance.	\$37,087.00	1	\$37,087.00
DGS-SubCoverage	Polycom SubCoverage Technical support service that provides IT staff direct access to Diversified's Global Service Center experts in combination with manufacturer partnerships to provide solutions and support for devices.	\$836.00	1	\$836.00
			Subtotal:	\$37,923.00

Modifications And Notes

Period of Performance (start-end dates):

7/1/2021 - 6/30/2022

CSA Level: Silver

Notes:

*Polycom HDX 7000/8000 service End-of-Life 10/31/2021

**Please note taxes are not included in the total price displayed



Available Support Packages

	BRONZE	SILVER	GOLD
Unlimited Tier 1 Help Desk Support 24/7	●	●	●
Clients with Service Agreements Receive Priority for Service Scheduling & Support	●	●	●
Guaranteed Call-back Time	4-Hour	2-Hour	1-Hour
Manufacturer Equipment RMA Process Management	●	●	●
Guaranteed On-site Response	2-Day	2-Day	1-Day
Video Teleconferencing Support	●	●	●
Preventative Maintenance Visits	1	1	2
Unlimited On-site Visits with Covered Travel Expenses	●	●	●
Priority Queuing via Phone & Email	●	●	●
Reporting	●	●	●
Replacement Part Coverage/Extended Mfr. Warranty (Software & Hardware)	Optional	●	●
Periodic Training/Retraining	Optional	Optional	●
Lamp Coverage	Optional	Optional	Optional

OPTIONAL ENHANCED SERVICES

- 24/7 Phone & Email Support
- 24/7 On-site Support Within 4 Hours
- Additional Preventative Maintenance Visits
- Remote, Hybrid & On-site Support Services
- Tier 2 and Tier 3 Help Desk Support Available



Okaloosa County Purchasing Department 2021-2022 Silver CSA Renewal R6880B

Prepared by:
Global Services
Lisa Daniel
770-441-5178
ldaniel@diversifiedus.com

Prepared for:
Okaloosa County Purchasing Dep
100 College Blvd E
Niceville, FL 32578-1347
Ken Wolfe
(850) 651-7150
kwolfe@myokaloosa.com

Quote Information:
Quote #: DGS025412
Version: 1
Delivery Date: 01/13/2021
Expiration Date: 03/14/2021

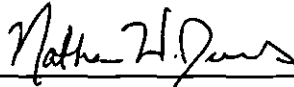
Quote Summary

Description	Amount
Agreement Pricing (tax exempt clients)	\$37,923.00
Total:	\$37,923.00

In order to better protect your organization's technology solutions and ROI, you confirm selection of the Client Support Package below, acknowledge the package offerings listed above, and accept all Terms and Conditions at <https://diversifiedus.com/standard-csa-terms-conditions/>

Global Services

Okaloosa County Purchasing Dep

Signature: 
Name: Nathan Jones
Title: Sales Director
Date: 01/19/2021

Signature: _____
Name: Ken Wolfe
Date: _____



DIVERSIFIED SERVICE DEPARTMENT CONTACT INFORMATION

The information below will help you initiate, and if necessary, escalate your service request.

Initiate

Contact our Global Service Center to initiate a service request or follow up on an existing ticket.

Please have your Diversified Job Number ready, if applicable.

CustomerService@DiversifiedUS.com

1.866.477.1004

Option 1: Technical Support & Service Requests

Option 2: Parts Orders / Status

Clients with Service Level Agreements receive priority for service scheduling and support.

If you wish to extend your warranty, or upgrade your Service Level Agreement, please contact your Diversified Account Executive or e-mail CSA@DiversifiedUS.com

Management Escalation

If you have feedback to help us improve our operations or if you want to tell us how great we are doing, please contact the following people.

Global Service Center	Agreement Renewal	Leadership
Joey Bachrodt, Manager 470.246.4619 <u>JBachrodt@DiversifiedUS.com</u>	Nathan Jones, Director 770.441.5281 <u>njones@diversifiedus.com</u>	Stephen Jenkins, Sr. Director 706.975.2922 <u>SJenkins@DiversifiedUS.com</u>

Feedback

Territory 1, 4, & 5 (West/Mid-West/Mid-Atlantic/Northeast)	Territory 2 & 3 (South and Southeast)	Outside Continental U.S.
Ron Olds, Director – Regional Service 650.207.1153 <u>ROlds@DiversifiedUS.com</u>	Dennis Thitlerdwong, Director – Regional Service 678.978.0613 <u>DThitlerdwong@DiversifiedUS.com</u>	Matt Cobbett, Service Manager EMEA O +44 (0)845 973 7777 M +44 (0)7776 591587 <u>mcobbett@diversifiedus.com</u>

2	Digital Projection	108-722	TITAN 1080p-700, (1920 x 1080 native), 10K Lumen
1	Stewart Filmscreen	Quote #227333	Custom ATM3M Fixed Front Projection Screen
6	Samsung	650FP	65" Full HD LCD Monitor
7	NEC	E421	E421 - 42" LCD Public Display Monitor
1	Contemporary Research	QMOD-HD	HDTV Modulator, QAM digital cable output
2	D&M	DN-V310	DVD player, RS232, HDMI
2	Vaddio	999-9510-000	WallVIEW PRO EagleEye 1080HD
1	Polycam - Scansource-T2	8200-23600-001	EagleEye Main Camera, Compatible with HDX Series
1	Polycam - Scansource-T2	7200-23160-001	HDX 8000-1080: HDX 8000 HD codec, EagleEye 1080 SN 88103610D188CG - EOLS 10/31/2021
2	Marshall Electronics	V-R43P	Triple 4" LCD Screen Panel
1	RGB Spectrum	MW42 1-12/4	MediaWall 4200
1	Extron Electronics	60-487-20	Six Input Stereo Audio Switcher
1	Extron Electronics	60-968-12	Annotation Graphics Processor
3	Crestron	DM-TX-300N-F	DigitalMedia™ Fiber Transmitter 300N
6	Crestron	DM-RMC-100-F	DigitalMedia™ Fiber Receiver & Room Controller
8	Crestron	DMC-DVI	DVI/RGB Input Card for DM Switchers
2	Crestron	DMC-HD-DSP	HDMI Input Card w/Down-mixing for DM Switchers
3	Crestron	DMC-F-DSP	DM Fiber Input Card w/Down-mixing for DM Switchers
1	Crestron	DMCO-11	Output Card for DM-MD8X8 and DM-MD32X32
1	Crestron	DMCO-13	2 DM Fiber & 2 HDMI w/2 Stereo Analog Audio Output Card
3	Crestron	DMCO-33	Output Card for DM-MD8X8 and DM-MD32X32
1	Crestron	DMCO-30	2 HDMI w/2 Stereo Analog Audio Output Card
1	Crestron	DM-MD32X32	32x32 DigitalMedia™ Switcher
1	Crestron	V15-TILT-B	V-Panel™ 15" Tilt Touchpanel Display, Black
1	Crestron	DVPHD-QUAD-R	Quad-Window High-Definition Digital Video Processor
1	Crestron	DM-TX-100	DigitalMedia™ CAT Transmitter 100
1	Crestron	TPMC-8X	Isys i/O™ 8.4" WiFi Wireless Touchpanel.
1	Crestron	CEN-WAP-ABG-POE-PWE	Wall Mount 802.11a/b/g Wireless Access Point
1	Crestron	C2ENET-2	Dual Port 10/100BaseT Ethernet Card
2	Crestron	C2COM-3	3 Port RS-232/422/485 Card
1	Crestron	PRO2	Professional Dual Bus Control System.
2	Shure	ULXP124/85-G3	WL185 Microflex® Cardioid Lavalier Microphone
1	Shure	MX418D/C	CARDIOD-18" Desktop Gooseneck Condenser Microphone
20	Shure	MX412D/C	CARDIOD-12" Desktop Gooseneck Condenser Microphone
4	Biamp	901.0206.900	OP-2e
1	Biamp	901.0193.900	TI-2
1	Biamp	901.0231.900	PA-2
4	Biamp	901.0176.900	IP-2
2	Biamp	901.0227.900	AEC-2HD
1	Biamp	911.0275.900	AudiaFLEX CM 240
1	QSC	CX302	2 channels, 200 watts/ch at 8, 325 watts/ch at 4, 600 watts/ch at 2
3	Tannoy	8001 4450	CMS501 BM
2	Tannoy	8001 2930	i9 white
2	Tannoy	8001 3030	i9 Yoke white
1	BTX-Bitronics	AP-STV18	Soundog 1x8 transmitter. 2RU
8	BTX-Bitronics	AP-SD84	Soundog 4.0 tabletop speaker
1	BTX-Bitronics	AP-DOGHOUSE40	Soundog charger for 8 AP-SD84

1	Middle Atlantic	RM-KB-LCD17X8KVM	17" LCD MONITOR WITH KEYBOARD
6	Middle Atlantic	PDS-1615R	16 OUTLET, 6 SEQUENCED (3 STEP), 15 AMP CIRCUIT
2	Wireless Computing	RF-410	RF-240 Keyboard and RF-170 Mouse with Secure Receiver
1	Epson	V11H318020	PL 450W Projector
1	Smart Technologies	SB685	SMART Board 685
1	D&M	DN-V310	DVD player, RS232, HDMI
1	Extron Electronics	60-569-01	Eight Input Scaling Presentation Switcher with PIP
1	Crestron	AV2-TPMC-PAK	Isys i/O™ WiFi Control Package
1	Crestron	CEN-WAP-POE-PAK	Wireless Access Point
1	Crestron	C2N-VEQ4	4-channel Digital Volume Control
1	Extron Electronics	60-844-01	Stereo Power Amplifier - 15 Watts Per Channel
2	Extron Electronics	42-067-03	Two-Way Open Back Ceiling 8 Ohm Speakers, Pair
1	Middle Atlantic	PDS-1615R	16 OUTLET, 6 SEQUENCED (3 STEP), 15 AMP CIRCUIT
1	Wireless Computing	RF-410	RF-240 Keyboard and RF-170 Mouse with Secure Receiver
1	Epson	V11H318020	PL 450W Projector
1	Smart Technologies	SB685	SMART Board 685
1	D&M	DN-V310	DVD player, RS232, HDMI
1	Extron Electronics	60-569-01	Eight Input Scaling Presentation Switcher with PIP
1	Crestron	C2N-FT-TPS4-B	FlipTop Control Center with 3.6" Isys Touchpanel
1	Extron Electronics	60-844-01	Stereo Power Amplifier - 15 Watts Per Channel
1	Extron Electronics	42-067-03	Two-Way Open Back Ceiling 8 Ohm Speakers, Pair
1	Middle Atlantic	PDS-1615R	16 OUTLET, 6 SEQUENCED (3 STEP), 15 AMP CIRCUIT
1	Wireless Computing	RF-410	RF-240 Keyboard and RF-170 Mouse with Secure Receiver
2	NEC	E551	E551 - 55" LCD Public Display Monitor
1	D&M	DN-V310	DVD player, RS232, HDMI
1	Polycom - Scansource-T2	7200-23140-001	HDX 7000-1080: HDX 7000 HD codec, EagleEye 1080 SN 81103510AA99CN - EOLS 10/31/2021
1	Extron Electronics	60-569-01	Eight Input Scaling Presentation Switcher with PIP
1	Crestron	AV2-TPMC-PAK	Isys i/O™ WiFi Control Package
1	Crestron	CEN-WAP-POE-PAK	Wall Mount 802.11a/b/g Wireless Access Point
1	Crestron	C2N-VEQ4	4-channel Digital Volume Control, 4x4 Matrix Mixer
1	Extron Electronics	60-844-01	Stereo Power Amplifier - 15 Watts Per Channel
1	Extron Electronics	42-068-03	Two-Way In-Wall Speakers with 6.5" Woofer, Pair
1	Middle Atlantic	PDS-1615R	16 OUTLET, 6 SEQUENCED (3 STEP), 15 AMP CIRCUIT
1	Wireless Computing	RF-410	RF-240 Keyboard and RF-170 Mouse with Secure Receiver
1	Netgear	FSM726	24 Port Managed Switch with Gigabit Ports (10/100)
1	Cybertouch	O2081U	OrionAV 20" USB Touchpanel
1	Dell Computer	Quote #560435545	Custom Optiplex 780 Computer for Videowall Control
3	BIAMP	911.0260.900	Audia EXP1
1	Tannoy	8001 4450	CMS501 BM
1	Epson	V11H318020	PL 450W Projector
1	Smart Technologies	SB685	SMART Board 685
1	D&M	DN-V310	DVD player, RS232, HDMI
1	Extron Electronics	60-569-01	Eight Input Scaling Presentation Switcher with PIP
1	Crestron	C2N-FT-TPS4-B	FlipTop Control Center with 3.6" Isys Touchpanel
1	Extron Electronics	60-844-01	Stereo Power Amplifier - 15 Watts Per Channel
1	Extron Electronics	42-067-03	Two-Way Open Back Ceiling 8 Ohm Speakers, Pair
1	Middle Atlantic	PDS-1615R	16 OUTLET, 6 SEQUENCED (3 STEP), 15 AMP CIRCUIT
1	Wireless Computing	RF-410	RF-240 Keyboard and RF-170 Mouse with Secure Receiver
1	NEC	S521-AVT	S521 - 52" LCD Public Display Monitor 1920 X 1080
1	Extron Electronics	60-1055-14	Universal Signal Processor - SDI/HD-SDI Input, HD-SDI Output

1	Extron Electronics	60-884-01	Four Output Multi-Rate SDI Mini Distribution Amplifier
1	Extron Electronics	60-692-20	Six Output Stereo Audio Distribution Amplifier
1	Marshall Electronics	V-R70P-HDSDI	HD 7" Wide Screen LCD Monitor
1	Marshall Electronics	AR-AM1	1 Analog Stereo Balanced XLR Input
1	Crestron	C2N-DB12-W-S	Decorator Keypad, 12-Buttons, White, Gloss
1	Shure	MX418D/C	CARDIOD-18" Desktop Gooseneck Condenser Microphone
1	Middle Atlantic	PDS-1615R	16 OUTLET, 6 SEQUENCED (3 STEP), 15 AMP CIRCUIT
4	Extron Electronics	60-046-03	Dual Output VGA Distribution Amplifier
1	Blonder-Tongue	OC-8D	8 Input Passive Combiner
1	Crestron	PW-2420RU	Power Pack, Desktop, 24VDC, 2A (50 Watts)
2	Crestron	C2N-VEQ4	4-channel Digital Volume Control, 4x4 Matrix Mixer and EQ Module, Cresnet
1	Crestron	CP2E	Compact Control System with Ethernet.
1	Crestron	CP2E	Compact Control System with Ethernet.
1	Crestron	PW-2420RU	Power Pack, Desktop, 24VDC, 2A (50 Watts)
1	Crestron	CNTBLOCK	Cresnet Distribution Block
1	Extron Electronics	60-488-01	Two Output Wideband RGBHV Distribution Amplifier
2	Digital Projection	105-612	2.56-4.16 :1 Lens
1	Crestron	TPMC-8X-DSW	Docking Station for TPMC-8X.
1	Crestron	PW-2420RU	Power Pack, Desktop, 24VDC, 2A (50 Watts)
4	Crestron	DMC-HD-DSP	HDMI® Input Card w/Down-mixing for DM Switchers
1	Analog Way	STE100	SMART EDGE - Hi-Resolution Mixer Seamless Switcher
2	Magenta Research	2211078-01	HD-One LX Kit
3	NEC	E421	E421 - 42" LCD Public Display Monitor
1	TV One	1T-PCDVI-PCDVI	Cross Converter Scaler
<hr/>			
2	Shure	ULXD2/SM58=-H50	Handheld Transmitter with SM58® Microphone
1	Shure	ULXD4D=-H50	Dual Digital Wireless Receiver with internal power supply, 1/2 Wave Antenna
2	Shure	WL185	Microflex® Cardioid Lavalier Microphone
2	Shure	ULXD1=-H50	Digital Wireless Bodypack Transmitter with Miniature 4-Pin Connector
3	Crestron	TST-902	8.7" Wireless Touch Screen
1	Crestron	TST-902-DSW	Wall Dock for TST-902
3	Crestron	CEN-RFGW-EX_EXCLUDES_PWE	infiNET EX® & ER Wireless Gateway
1	Crestron	TSD-2020-B	20" HD Touch Screen Display, Black
1	Crestron	DM-TX-201-C	DigitalMedia 8G+® Transmitter 201

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05/18/2020

Contract/Lease Control #: C17-2601-PS

Procurement#: ITQ PS 32-17

Contract/Lease Type: AGREEMENT

Award To/Lessee: ONE DIVERSIFIED, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/01/2020

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

Description of 911/EOC CENTER AUDIO VISUAL EQUIPMENT MAINT

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

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

Closed:

Cc: BCC RECORDS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/19/2020

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2 Westchester Park Dr 3rd Fl White Plains NY 10604	CONTACT NAME: Tammy Quiles PHONE (A/C, No, Ext): 860-418-5336 E-MAIL ADDRESS: Tammy_Quiles@ajg.com		FAX (A/C, No): 860-616-2777
	INSURER(S) AFFORDING COVERAGE		
INSURED Distinct Holdings, Inc. One Diversified, LLC 37 Market Street Kenilworth NJ 07033	INSURER A: Charter Oak Fire Insurance Company		NAIC # 25615
	INSURER B: Travelers Casualty Insurance Co of America		19046
	INSURER C: The Travelers Indemnity Company of CT		25682
	INSURER D: Travelers Property Casualty Co of America		25674
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 709147110

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 B	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	630-8N771257-COF-19 630-8N771257-COF-19CA	8/10/2019 8/10/2019	8/10/2020 8/10/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810-8N772414-19-I3-G	8/10/2019	8/10/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP-0P198799-19-I3	8/10/2019	8/10/2020	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/A	UB-9N160929-19-I3-E	8/10/2019	8/10/2020	<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

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

RE: Contract # C17-2601-PS. Job # R06880-01.

Okaloosa County, their respective agents, consultants, servants and employees and all other interests as may be reasonably required by Okaloosa County are named as Additional Insureds for ongoing and completed operation on Primary and Non-Contributory basis as required by written contract with respects to general liability, auto liability policies per blanket policy endorsements attached. Umbrella policy is follow form and is over general liability, auto liability and employer's liability. Waiver of Subrogation applies on general liability, auto liability and workers compensation in favor of additional insureds as required per written contract per blanket policy endorsements attached. 30 Day Notice of Cancellation applies. Workers Compensation policy complies with the Florida WC Law.


CERTIFICATE HOLDER**CANCEL**

Okaloosa County Purchasing Department
802 North Pearl St
Crestview FL 32536

SHOUL
THE E
ACCOF

CONTRACT#: C17-2601-PS
ONE DIVERSIFIED, LLC
911/EOC CENTER AUDIO VISUAL
EQUIPMENT MAINT.
EXPIRES: 06/30/2021 W/1 1 YR RENEWALS

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY		NAMED INSURED	
POLICY NUMBER		Distinct Holdings, Inc. and see the schedule below	
CARRIER	NAIC CODE		
		EFFECTIVE DATE:08/10/2019	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Named Insured Schedule:

1. Distinct Holdings, Inc.
2. Distinct Holdings Group, LLC
3. Distinct Holdings Intermediate, Inc.
4. One Diversified, LLC
5. DSI Video Systems, LLC
6. Diversified Media Group, LLC
7. Diversified TSG, LLC
8. MCW Solutions, LLC
9. Media Management, LLC
10. CompView, Inc. DBA Compview Diversified
11. Diversified LTD
12. One Diversified Ireland AV Limited

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

Procurement/Contract/Lease Number: C17-260LPS Tracking Number: 3788-20
Procurement/Contractor/Lessee Name: Oversight US Grant Funded: YES ___ NO X
Purpose: Amendment/Renewal
Date/Term: 6-30-21
Department #: _____
Account #: _____
Amount: 32,040.00
Department: PS Dept. Monitor Name: moddox

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

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 2-25-2020
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: no federal funds Grant Name: see email attached
Date: 3-5-2020
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 3-2-2020
Risk Manager or designee Edith Gibson or Karen Donaldson

County Attorney Review

Approved as written: see email attached Date: 3-4-2020
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Department funding confirmed: _____ Date: _____

DeRita Mason

From: Karen Donaldson
Sent: Monday, March 2, 2020 10:41 AM
To: DeRita Mason
Subject: RE: Diversified US Renewal/amendment

DeRita

Approved by risk management for insurance purposes. Please be advised that the insurance in file is expired.

Thank you

Thank you

Karen Donaldson

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



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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, February 25, 2020 3:14 PM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: Diversified US Renewal/amendment

Good afternoon,

Please use the link below to review the renewal/amendment.

Thank you,

DeRita Mason

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Wednesday, March 4, 2020 7:51 AM
To: DeRita Mason
Cc: Lynn Hoshihara; Karen Donaldson
Subject: RE: Diversified US Renewal/amendment

The renewal is approved for legal purposes.

Kerry A. Parsons, Esq.
**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW
1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, February 25, 2020 4:14 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: Diversified US Renewal/amendment

Good afternoon,

Please use the link below to review the renewal/amendment.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator

DeRita Mason

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

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

Regards,
Danielle Garcia
850-689-5960 x 6971

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

Danielle,

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

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

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

C17-2597-PS – ok, except VoSL form

C17-2603-PS – ok, except VoSL form

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

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

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Saturday, May 9, 2020 7:05 PM
To: DeRita Mason
Cc: Karen Donaldson; Lynn Hoshihara
Subject: RE: C17-2601-PS First Amendment

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

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

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, April 29, 2020 9:18 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: C17-2601-PS First Amendment

Good morning,

Please review the attached.
The email provides the link to the pricing sheet for the renewal period.

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department



CONTRACT#: C17-2601-PS
ONE DIVERSIFIED, LLC
911/EOC CENTER AUDIO VISUAL
EQUIPMENT MAINTENANCE
EXPIRES: 06/30/2021 W/1 YR RENEWALS

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA
COUNTY, FLORIDA AND
ONE DIVERSIFIED, LLC
CONTRACT NO. C17-2601-PS**

This First Amendment to the Agreement between Okaloosa County, a political subdivision of the state of Florida (the "County"), and One Diversified, LLC, executed this 19th day of May, 2020, is made a part of the original Agreement dated August 17, 2017, Contract No. C17-2601-PS (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their option to renew the original Agreement for an additional one (1) year term in accordance with Exhibit "A"-Term of the original Agreement.
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall commence July 1, 2020 and shall terminate no later than June 30, 2021.
3. **INSURANCE.** Effective for the term of renewal, the parties wish to amend Exhibit "A" of the original Agreement "Insurance Requirements" and replace with Attachment "A" of this Amendment.
4. **COMPENSATION.** Compensation for this renewal term of the Agreement is stated in Attachment "B" attached hereto and made a part of the contract.
5. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

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



6. **CIVIL RIGHTS.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

7. **COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:
 - a. **Compliance with Regulations:** The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "D".

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

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

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

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



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

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

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

8. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated August 17, 2017 and any amendments thereto, shall remain in full force and effect.

9. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

(Remainder of Page Intentionally Left Blank)



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

ONE DIVERSIFIED, LLC:

Shainn Wood
Signature

TITLE: *Director, Global Services*

Shainn Wood
Print Name

OKALOOSA COUNTY, FLORIDA

Jeffrey Hyde 05/18/2020
Jeffrey Hyde,
Purchasing Manager



ATTACHMENT "A"
Insurance Requirements



GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

CONTRACTORS INSURANCE

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

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of



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

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

BUSINESS AUTOMOBILE LIABILITY

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

COMMERCIAL GENERAL LIABILITY INSURANCE

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



INSURANCE LIMITS OF LIABILITY

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

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

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road,



Crestview, Florida, 32536.

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

GENERAL TERMS

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

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

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



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

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

EXCESS/UMBRELLA INSURANCE

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



ATTACHMENT "B"
Pricing Sheet



**Okaloosa County Purchasing Department 2020-2021 Silver CSA Renewal
R6880B**

Global Services

Client Support

Diversified provides expert technology resources, when and where you need them, so your business can focus on growth. Diversified delivers innovation across a broad spectrum of technical applications for customers domestically and internationally. Support for your organization is orchestrated through our 24/7/365 Global Service Center and extends to locations across the United States, in Asia, Europe and an extensive global partner network.

Agreement Pricing (tax exempt clients)

Description	Price	Qty	Ext. Price
DGS-Classic Silver One-Year on-site maintenance agreement, parts-including product manufacturer management; labor-including exclusive Toll Free line for 2-Hour call back time; unlimited 2-Day On Site Emergency Service (Business hours, Mon-Fri) and 1 scheduled preventative maintenance.	\$34,475.00	1	\$34,475.00

Subtotal: **\$34,475.00**

Modifications And Notes

Period of Performance (start-end dates):

7/1/2020 - 6/30/2021

2021-2022 Projected CSA Renewal Cost:

7/1/2021 - 6/30/2022

\$38,680.00

Notes:

****Please note taxes are not included in the total price displayed**



Available Support Packages

	BRONZE	SILVER	GOLD
Unlimited Tier 1 Help Desk Support 24/7	●	●	●
Clients with Service Agreements Receive Priority for Service Scheduling & Support	●	●	●
Guaranteed Call-back Time	4-Hour	2-Hour	1-Hour
Manufacturer Equipment RMA Process Management	●	●	●
Guaranteed On-site Response	2-Day	2-Day	1-Day
Video Teleconferencing Support	●	●	●
Preventative Maintenance Visits	1	1	2
Unlimited On-site Visits with Covered Travel Expenses	●	●	●
Priority Queuing via Phone & Email	●	●	●
Reporting	●	●	●
Replacement Part Coverage/Extended Mfr. Warranty (Software & Hardware)	Optional	●	●
Periodic Training/Retraining	Optional	Optional	●
Lamp Coverage	Optional	Optional	Optional

OPTIONAL ENHANCED SERVICES

- 24/7 Phone & Email Support
- 24/7 On-site Support Within 4 Hours
- Additional Preventative Maintenance Visits
- Remote, Hybrid & On-site Support Services
- Tier 2 and Tier 3 Help Desk Support Available

Okaloosa County Purchasing Department 2020-2021 Silver CSA Renewal R6880B

Prepared by:

Global Services

Lisa Daniel
770-441-5178

ldaniel@diversifiedus.com

Prepared for:

Okaloosa County Purchasing Dep

100 College Blvd E
Niceville, FL 32578-1347
Ken Wolfe
(850) 651-7150
kwolfe@myokaloosa.com

Quote Information:

Quote #: DGS022591

Version: 1

Delivery Date: 05/18/2020

Expiration Date: 05/31/2020

Quote Summary

Description	Amount
Agreement Pricing (tax exempt clients)	\$34,475.00
Total:	\$34,475.00

In order to better protect your organization's technology solutions and ROI, you confirm selection of the Client Support Package below, acknowledge the package offerings listed above, and accept all Terms and Conditions at <https://diversifiedus.com/standard-csa-terms-conditions/>

Global Services

Okaloosa County Purchasing Dep

Signature: _____

Name: Lisa Daniel

Title: _____

Date: 05/18/2020

Signature: _____

Name: Ken Wolfe

Date: _____





DIVERSIFIED GLOBAL SERVICES – U.S. CONTACT SHEET

The information below will help you initiate, and if necessary, escalate your service request.

Initiate

Contact our Global Service Center to initiate a service request or follow up on an existing ticket. Please have your **Diversified Job Number** ready, if applicable.

CustomerService@diversifiedus.com

1.866.447.1004

Option 1: Technical Support & Service Requests | Option 2: Parts Orders / Status

Clients with Service Agreements receive priority for service scheduling and support.

If you wish to extend your warranty or upgrade your Service Agreement, please contact your Diversified Account Executive or email CSA@diversifiedus.com.

Management Escalation

If you have feedback to help us improve our operations or if you just want to tell us how great we are doing, please contact the following people.

Service Center

Joey Bachrodt, Manager

470.246.4619

jbachrodt@diversifiedus.com

Agreement Renewal

Doug Williamson, Director

470.246.4625

dwilliamson@diversifiedus.com

All

Joe Lucido, Senior Director

470.246.4627

jlucido@diversifiedus.com

Feedback

To provide feedback about the technical quality of a completed service call, please contact one of our Regional Service Directors.

West

Ron Olds, Dir. Regional Svc.

650.207.1153

rolds@diversifiedus.com

Northeast

Eric Halpin, Dir. Regional Svc.

908.578.6923

ehalpin@diversifiedus.com

Southeast

Dennis Thitilerdwong, Dir. Regional Svc.

678.978.0613

dthitilerdwong@diversifiedus.com



IMAGINATION ENGINEERED

DIVERSIFIED STANDARD SERVICE RATE CARD (US / EMEA / APAC)

Service Professional	Standard Service Rate/HR	Mon-Fri Before/After Hours Rate/HR	Sat-Sun/Holiday Hours Rate/HR	Notes
Service Technician	\$160.00	\$240.00	\$320.00	3 HR MIN
Programmer	\$185.00	\$280.00	\$370.00	3 HR MIN
Engineer	\$185.00	\$280.00	\$370.00	3 HR MIN
UC Engineer	\$215.00	\$325.00	\$425.00	3 HR MIN

Tier I-II (Phone Support)	\$75.00	\$75.00	\$75.00	1 HR MIN (and then billed in 30 minute increments)
Travel Charge*	\$110.00	\$165.00	\$220.00	Travel time charged portal to portal (round trip)

** Price for travel related costs including Air, Hotel, Car, Meals, etc... are quoted separately*

In-Shop Repair	Standard Service Rate/HR	Notes
Audio Visual Equipment	\$160.00	2 HR MIN- required consumables to be quoted separately
Broadcast Equipment	\$160.00	2 HR MIN- required consumables to be quoted separately

2	Digital Projection	108-722	TITAN 1080p-700, (1920 x 1080 native), 10K Lumen
1	Stewart Filmscreen	Quote #227333	Custom ATM3M Fixed Front Projection Screen
6	Samsung	650FP	65" Full HD LCD Monitor
7	NEC	E421	E421 - 42" LCD Public Display Monitor
1	Contemporary Research	QMOD-HD	HDTV Modulator, QAM digital cable output
2	D&M	DN-V310	DVD player, RS232, HDMI
2	Vaddio	999-9510-000	WallVIEW PRO EagleEye 1080HD
1	Polycom - Scansource-T2	8200-23600-001	EagleEye Main Camera, Compatible with HDX Series
1	Polycom - Scansource-T2	7200-23160-001	HDX 8000-1080: HDX 8000 HD codec, EagleEye 1080 SN 88103610D188CG
2	Marshall Electronics	V-R43P	Triple 4" LCD Screen Panel
1	RGB Spectrum	MW42 1-12/4	MediaWall 4200
1	Extron Electronics	60-487-20	Six Input Stereo Audio Switcher
1	Extron Electronics	60-968-12	Annotation Graphics Processor
3	Crestron	DM-TX-300N-F	DigitalMedia™ Fiber Transmitter 300N
6	Crestron	DM-RMC-100-F	DigitalMedia™ Fiber Receiver & Room Controller
8	Crestron	DMC-DVI	DVI/RGB Input Card for DM Switchers
2	Crestron	DMC-HD-DSP	HDMI Input Card w/Down-mixing for DM Switchers
3	Crestron	DMC-F-DSP	DM Fiber Input Card w/Down-mixing for DM Switchers
1	Crestron	DMCO-11	Output Card for DM-MD8X8 and DM-MD32X32
1	Crestron	DMCO-13	2 DM Fiber & 2 HDMI w/2 Stereo Analog Audio Output Card
3	Crestron	DMCO-33	Output Card for DM-MD8X8 and DM-MD32X32
1	Crestron	DMCO-30	2 HDMI w/2 Stereo Analog Audio Output Card
1	Crestron	DM-MD32X32	32x32 DigitalMedia™ Switcher
1	Crestron	V15-TILT-B	V-Panel™ 15" Tilt Touchpanel Display, Black
1	Crestron	DVPHD-QUAD-R	Quad-Window High-Definition Digital Video Processor
1	Crestron	DM-TX-100	DigitalMedia™ CAT Transmitter 100
1	Crestron	TPMC-8X	Isys i/O™ 8.4" WiFi Wireless Touchpanel.
1	Crestron	CEN-WAP-ABG-POE-PWE	Wall Mount 802.11a/b/g Wireless Access Point
1	Crestron	C2ENET-2	Dual Port 10/100BaseT Ethernet Card
2	Crestron	C2COM-3	3 Port RS-232/422/485 Card
1	Crestron	PRO2	Professional Dual Bus Control System.
2	Shure	ULXP124/85-G3	WL185 Microflex® Cardioid Lavalier Microphone
1	Shure	MX418D/C	CARDIOD-18" Desktop Gooseneck Condenser Microphone
20	Shure	MX412D/C	CARDIOD-12" Desktop Gooseneck Condenser Microphone
4	Biamp	901.0206.900	OP-2e
1	Biamp	901.0193.900	TI-2
1	Biamp	901.0231.900	PA-2
4	Biamp	901.0176.900	IP-2
2	Biamp	901.0227.900	AEC-2HD
1	Biamp	911.0275.900	AudiaFLEX CM 240
1	QSC	CX302	2 channels, 200 watts/ch at 8, 325 watts/ch at 4, 600 watts/ch at 2
3	Tannoy	8001 4450	CMS501 BM
2	Tannoy	8001 2930	i9 white
2	Tannoy	8001 3030	i9 Yoke white
1	BTX-Bitronics	AP-STV18	Sounddog 1x8 transmitter. 2RU
8	BTX-Bitronics	AP-SD84	Sounddog 4.0 tabletop speaker

1	BTX-Bitronics	AP-DOGHOUSE40	Sounddog charger for 8 AP-SD84
1	Middle Atlantic	RM-KB-LCD17X8KVM	17" LCD MONITOR WITH KEYBOARD
6	Middle Atlantic	PDS-1615R	16 OUTLET, 6 SEQUENCED (3 STEP), 15 AMP CIRCUIT
2	Wireless Computing	RF-410	RF-240 Keyboard and RF-170 Mouse with Secure Receiver

1	Epson	V11H318020	PL 450W Projector
1	Smart Technologies	SB685	SMART Board 685
1	D&M	DN-V310	DVD player, RS232, HDMI
1	Extron Electronics	60-569-01	Eight Input Scaling Presentation Switcher with PIP
1	Crestron	AV2-TPMC-PAK	Isys i/O™ WiFi Control Package
1	Crestron	CEN-WAP-POE-PAK	Wireless Access Point
1	Crestron	C2N-VEQ4	4-channel Digital Volume Control
1	Extron Electronics	60-844-01	Stereo Power Amplifier - 15 Watts Per Channel
2	Extron Electronics	42-067-03	Two-Way Open Back Ceiling 8 Ohm Speakers, Pair
1	Middle Atlantic	PDS-1615R	16 OUTLET, 6 SEQUENCED (3 STEP), 15 AMP CIRCUIT
1	Wireless Computing	RF-410	RF-240 Keyboard and RF-170 Mouse with Secure Receiver

1	Epson	V11H318020	PL 450W Projector
1	Smart Technologies	SB685	SMART Board 685
1	D&M	DN-V310	DVD player, RS232, HDMI
1	Extron Electronics	60-569-01	Eight Input Scaling Presentation Switcher with PIP
1	Crestron	C2N-FT-TPS4-B	FlipTop Control Center with 3.6" Isys Touchpanel
1	Extron Electronics	60-844-01	Stereo Power Amplifier - 15 Watts Per Channel
1	Extron Electronics	42-067-03	Two-Way Open Back Ceiling 8 Ohm Speakers, Pair
1	Middle Atlantic	PDS-1615R	16 OUTLET, 6 SEQUENCED (3 STEP), 15 AMP CIRCUIT
1	Wireless Computing	RF-410	RF-240 Keyboard and RF-170 Mouse with Secure Receiver

2	NEC	E551	E551 - 55" LCD Public Display Monitor
1	D&M	DN-V310	DVD player, RS232, HDMI
1	Polycom - Scansource-T2	7200-23140-001	HDX 7000-1080: HDX 7000 HD codec, EagleEye 1080 SN 81103510AA99CN
1	Extron Electronics	60-569-01	Eight Input Scaling Presentation Switcher with PIP
1	Crestron	AV2-TPMC-PAK	Isys i/O™ WiFi Control Package
1	Crestron	CEN-WAP-POE-PAK	Wall Mount 802.11a/b/g Wireless Access Point
1	Crestron	C2N-VEQ4	4-channel Digital Volume Control, 4x4 Matrix Mixer
1	Extron Electronics	60-844-01	Stereo Power Amplifier - 15 Watts Per Channel
1	Extron Electronics	42-068-03	Two-Way In-Wall Speakers with 6.5" Woofer, Pair
1	Middle Atlantic	PDS-1615R	16 OUTLET, 6 SEQUENCED (3 STEP), 15 AMP CIRCUIT
1	Wireless Computing	RF-410	RF-240 Keyboard and RF-170 Mouse with Secure Receiver
1	Netgear	FSM726	24 Port Managed Switch with Gigabit Ports (10/100)
1	Cybertouch	O2081U	OrionAV 20" USB Touchpanel
1	Dell Computer	Quote #560435545	Custom Optiplex 780 Computer for Videowall Control
3	BIAMP	911.0260.900	Audia EXPI
1	Tannoy	8001 4450	CMS501 BM
1	Epson	V11H318020	PL 450W Projector
1	Smart Technologies	SB685	SMART Board 685
1	D&M	DN-V310	DVD player, RS232, HDMI
1	Extron Electronics	60-569-01	Eight Input Scaling Presentation Switcher with PIP
1	Crestron	C2N-FT-TPS4-B	FlipTop Control Center with 3.6" Isys Touchpanel
1	Extron Electronics	60-844-01	Stereo Power Amplifier - 15 Watts Per Channel
1	Extron Electronics	42-067-03	Two-Way Open Back Ceiling 8 Ohm Speakers, Pair
1	Middle Atlantic	PDS-1615R	16 OUTLET, 6 SEQUENCED (3 STEP), 15 AMP CIRCUIT
1	Wireless Computing	RF-410	RF-240 Keyboard and RF-170 Mouse with Secure Receiver
1	NEC	S521-AVT	S521 - 52" LCD Public Display Monitor 1920 X 1080

1	Extron Electronics	60-1055-14	Universal Signal Processor - SDI/HD-SDI Input, HD-SDI Output
1	Extron Electronics	60-884-01	Four Output Multi-Rate SDI Mini Distribution Amplifier
1	Extron Electronics	60-692-20	Six Output Stereo Audio Distribution Amplifier
1	Marshall Electronics	V-R70P-HDSDI	HD 7" Wide Screen LCD Monitor
1	Marshall Electronics	AR-AM1	1 Analog Stereo Balanced XLR Input
1	Crestron	C2N-DB12-W-S	Decorator Keypad, 12-Buttons, White, Gloss
1	Shure	MX418D/C	CARDIOD-18" Desktop Gooseneck Condenser Microphone
1	Middle Atlantic	PDS-1615R	16 OUTLET, 6 SEQUENCED (3 STEP), 15 AMP CIRCUIT
4	Extron Electronics	60-046-03	Dual Output VGA Distribution Amplifier
1	Blonder-Tongue	OC-8D	8 Input Passive Combiner
1	Crestron	PW-2420RU	Power Pack, Desktop, 24VDC, 2A (50 Watts)
2	Crestron	C2N-VEQ4	4-channel Digital Volume Control, 4x4 Matrix Mixer and EQ Module, Cresnet
1	Crestron	CP2E	Compact Control System with Ethernet.
1	Crestron	CP2E	Compact Control System with Ethernet.
1	Crestron	PW-2420RU	Power Pack, Desktop, 24VDC, 2A (50 Watts)
1	Crestron	CNTBLOCK	Cresnet Distribution Block
1	Extron Electronics	60-488-01	Two Output Wideband RGBHV Distribution Amplifier
2	Digital Projection	105-612	2.56-4.16 :1 Lens
1	Crestron	TPMC-8X-DSW	Docking Station for TPMC-8X.
1	Crestron	PW-2420RU	Power Pack, Desktop, 24VDC, 2A (50 Watts)
4	Crestron	DMC-HD-DSP	HDMI® Input Card w/Down-mixing for DM Switchers
1	Analog Way	STE100	SMART EDGE - Hi-Resolution Mixer Seamless Switcher
2	Magenta Research	2211078-01	HD-One LX Kit
3	NEC	E421	E421 - 42" LCD Public Display Monitor
1	TV One	1T-PCDVI-PCDVI	Cross Converter Scaler

2	Shure	ULXD2/SM58=-H50	Handheld Transmitter with SM58® Microphone
1	Shure	ULXD4D=-H50	Dual Digital Wireless Receiver with internal power supply, 1/2 Wave Antenna
2	Shure	WL185	Microflex® Cardioid Lavalier Microphone
2	Shure	ULXD1=-H50	Digital Wireless Bodypack Transmitter with Miniature 4-Pin Connector
3	Crestron	TST-902	8.7" Wireless Touch Screen
1	Crestron	TST-902-DSW	Wall Dock for TST-902
3	Crestron	CEN-RFGW-EX_EXCLUDES_PWE	infiNET EX® & ER Wireless Gateway
1	Crestron	TSD-2020-B	20" HD Touch Screen Display, Black
1	Crestron	DM-TX-201-C	DigitalMedia 8G+® Transmitter 201



ATTACHMENT "C"
Scrutinized Companies Certificate



VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Shaina Wood, 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: 5/18/20

SIGNATURE: [Signature]

COMPANY: Diversified

NAME: Shaina Wood
(Typed or Printed)

ADDRESS: 2975 Northwoods Pkwy
Norcross, GA
30071

TITLE: Director, Global Services

E-MAIL: swood@diversifiedus.com

PHONE NO.: 470-246-4630



ATTACHEMENT "D"
Civil Rights Clauses



Attachment "C"

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08-22-2017

Contract/Lease Control #: C17-2601-PS

Bid #: ITQ PS 32-17

Contract/Lease Type: AGREEMENT

Award To/Lessee: ONE DIVERSIFIED, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/17/2017

Expiration Date: 06/30/2020

Description of Contract/Lease: 911/EOC CENTER AUDIO VISUAL EQUIPMENT MAINT

Department: PS

Department Monitor: HENDERSON

Monitor's Telephone #: 850-609-5111

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

Closed:

Cc: Finance Department Contracts & Grants Office

FIRST AMENDMENT CONTRACT #C17-2601-PS
ONE DIVERSIFIED, LLC

THIS FIRST AMENDMENT entered into this 4th day of October 2017, hereby amends the contract, C17-2601-PS, dated August 17, 2017, by and between Okaloosa County, Florida, (hereinafter the "County") and One Diversified, LLC (hereinafter "Contractor").

WHEREAS, on August 17, 2017, the parties entered into contract C17-2601-PS, to provide 911/EOC Center Audio Visual Equipment Maintenance; and

WHEREAS, the parties desire to amend the contract to update language located within the contract. Section 4.03 of the contract states that the contract will expire 365 days from commencement date, however; per the ITQ, the contract was to be for three (3) years; and

WHEREAS, the parties desire to amend the contract to update Section 5.02 and Exhibit "A" to reflect the correct payment terms. The current contract states that it will be paid in one (1) installment of \$83,835.00, however; it should be paid in three (3) annual installments of \$27,945.00.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend C17-2601-PS as follows:

1. C17-2601-PS is hereby amended to update the term of the contract to reflect a three (3) year term with two (2) one year renewals.
2. C17-2601-PS is hereby amended to update the payment terms to three (3) annual installments of \$27,945.00.
3. All other provisions of the Contract shall remain in full force and effect.

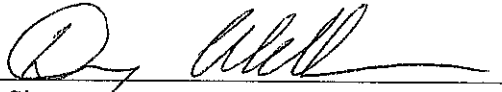
(This area left intentionally blank.)



CERTIFIED A TRUE
AND CORRECT COPY
JD BEACOCK II
CLERK CIRCUIT COURT
10/15/17

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the day and year first written.

One Diversified, LLC



Signature

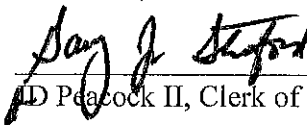
Doug Williamson

Printed Name

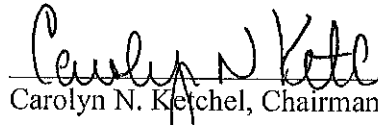
ATTEST:

CLERK OF COURTS

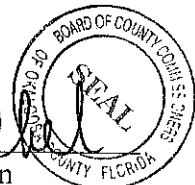
OKALOOSA COUNTY, FLORIDA



D Peacock II, Clerk of Courts



Carolyn N. Ketchel, Chairman



DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, September 19, 2017 4:07 PM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: C17-2601-PS Amendment

This is approved for legal purposes.

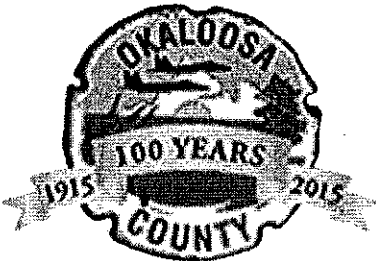
From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Wednesday, September 13, 2017 8:52 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: C17-2601-PS Amendment

Please review and approve. Below is the link to the complete contract file.

http://www.co.okaloosa.fl.us/sites/default/files/contracts/contra_pdf/C17-2601-PS.pdf

Thanks,

DeRita



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@co.okaloosa.fl.us

"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."

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: C17-2601-PS Tracking Number: 2586-17
Procurement/Contractor/Lessee Name: One Diversified Grant Funded: YES NO
Purpose: 1st Amendment
Date/Term: 3yrs 1. GREATER THAN \$50,000
Amount: 27,945 per year 2. GREATER THAN \$25,000
Department: PS 3. \$25,000 OR LESS
Dept. Monitor Name: Henderson

Purchasing Review

Procurement or Contract/Lease requirements are met:
[Signature] Date: 9-13-17
Purchasing Director or designee Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

2CFR Compliance Review (if required)

Approved as written: NA Date: _____
Grants Coordinator Renee Biby

Risk Management Review

Approved as written: NA no insurance element Date: _____
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached Date: 9-24-17
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Contracts & Grants Office

Document has been received: _____ Date: _____
Contracts & Grants Manager Marcella Eubanks, Mindy Kovalsky, Ashley Endris

NOTICE OF AWARD

TO: One Diversified, LLC
2975 Northwoods Pkwy
Norcross, GA 30071

PROJECT: 911/EOC Center Audio Visual Equipment Maintenance

DESCRIPTION: ITQ PS 32-17

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

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

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


Dated this 24 day of August, 2017

OWNER – OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

BY:  TITLE Purchasing Director
Greg Kisela

ACCEPTANCE OF NOTICE

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

BY: 

This the 24 day of August, 2017.

BY: 

Title: Director Client Support

CERTIFICATE OF LIABILITY INSURANCE

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

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

Table with PRODUCER (J. Smith Lanier & Co.-Atlanta), CONTACT NAME, PHONE (770 476-1770), FAX (770 476-3651), INSURER(S) AFFORDING COVERAGE (Charter Oak Fire, Travelers Property Casualty Co., Beazley Insurance Company, Travelers Indemnity Co. of CT), and INSURED (Distinct Holdings, Inc., One Diversified, LLC).

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.

Main table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Installation/Professional.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured includes: DSI Video Systems, LLC dba Diversified; Diversified Media Group, LLC; Media Management, LLC; CompView, Inc.
Contract # C17-2601-PS
ONE DIVERSIFIED, LLC
911/EOC CENTER AUDIO VISUAL EQUIPMENT MAINTENANCE
EXPIRES: 06/30/2020 W/2 1 YR RENEWALS

Table with CERTIFICATE HOLDER (Okaloosa County, 5479A Old Bethel Road, Crestview, FL 32536-0000) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Authorized Representative signature).

Username Password

[Forgot Username?](#) [Forgot Password?](#) [Log In](#) [Create an Account](#)

Search Results

Current Search Terms: one* diversified* llc*

Your search for "one* diversified* llc*" returned the following results...

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

Glossary

Entity	One Diversified, LLC	Status: Active	View Details
DUNS: 144145443	CAGE Code: 3T0D9		
Has Active Exclusion?: No	DoDAAC:		
Expiration Date: 03/27/2018	Debt Subject to Offset? No		
Purpose of Registration: All Awards			

Search Results

- Entity
- Exclusion
- Search Filters
- By Record Status
- By Record Type



- Search Records
- Data Access
- Check Status
- About
- Help
- Disclaimers
- Accessibility
- Privacy Policy
- FAPIS.gov
- GSA.gov/IAE
- GSA.gov
- USA.gov

IBM v1.P.2.20170623-1606

WWW8

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: 52-17 Tracking Number: 2327-17

Procurement/Contractor/Lessee Name: Diversified Grant Funded: YES NO

Purpose: Contract

Date/Term: 3yrs 2lyr renewals 1. GREATER THAN \$50,000

Amount: 83,835.00 2. GREATER THAN \$25,000

Department: PS 3. \$25,000 OR LESS

Dept. Monitor Name: Hendersen

Purchasing Review

Procurement or Contract/Lease requirements are met:

[Signature] Date: 7-11-17

Purchasing Director or designee Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

2CFR Compliance Review (if required)

Approved as written:

[Signature] Date: 7/27/2017

Grants Coordinator Renee Biby

Risk Management Review

Approved as written:

[Signature] Date: 8-1-17

Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached

_____ Date: 7-31-17

County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Contracts & Grants Office

Document has been received:

_____ Date: _____

Contracts & Grants Manager Marcella Eubanks, Mindy Kovalsky, Ashley Endris

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Sunday, July 30, 2017 6:34 PM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: requested info Contract with Okaloosa County

This is approved for legal purposes. Make sure everything is attached when it goes to the Board.

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Friday, July 28, 2017 12:41 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: FW: requested info Contract with Okaloosa County
Importance: High

Here is the contract with the language requested grant language added. Please review and approve.

DeRita

From: Susan Grant [mailto:SGrant@diversifiedus.com]
Sent: Friday, July 28, 2017 11:28 AM
To: DeRita Mason <dmason@co.okaloosa.fl.us>
Subject: FW :requested info Contract with Okaloosa County
Importance: High

DeRita, Please see the attached. Let me know if you need anything further.
Thanks and have a great weekend!
Susan

Susan Grant
Account Executive
C 850-449-0627
9555 Holsberry Rd. Unit 3, Pensacola, FL 32534
sgrant@diversifiedus.com | www.diversifiedus.com

From: Doug Williamson
Sent: Friday, July 28, 2017 10:27 AM
To: Susan Grant <SGrant@diversifiedus.com>; Tara Goodwin <TGoodwin@diversifiedus.com>
Subject: RE: can you adjust - ? Contract with Okaloosa County

Done...see attached

Doug Williamson
Director, Client Support Services
T 470.246.4625 | C 770.634.9886
2975 Northwoods Pkwy, Atlanta, GA 30071
dwilliamson@diversifiedus.com | www.diversifiedus.com



IMAGINATION ENGINEERED

**Contract # C17-2601-PS
ONE DIVERSIFIED, LLC
911/EOC CENTER AUDIO VISUAL
EQUIPMENT MAINTENANCE
EXPIRES: 06/30/2020 W/2 1 YR RENEWALS**

Classic Client Support Agreement

This agreement, Quote/Job # **R06880-01** hereinafter referred to as agreement or contract, is between **One Diversified, LLC**, hereinafter called "Diversified", and:

Okaloosa County Purchasing Dept

602 North Pearl St

Crestview, FL 32536

(Hereinafter called "CLIENT")

The following individual will function as the main client contact for the duration of this agreement:

Name: DeRita Mason **Phone No:** (850) 689-5960 **E-mail:** dmason@co.okaloosa.fl.us

Article I. Client Support Coverage and Services

Section 1.01 Summary of Contract Services

- (a) Preferred and priority service status with on-site response Unlimited
- (b) service calls within the scope of the service agreement Unlimited phone
- (c) and/or email support within the scope of the contract One (1)
- (d) Preventive maintenance provided annually
- (e) Equipment repair, as requested, and within the scope of the contract

Section 1.02 ON-SITE SERVICE

- (a) Service requests made by phone or email will be responded to within four (4) hours from the time the original call or email is received. Please see Exhibit C for the Diversified Service Department Contact Information.
- (b) Requested on-site visits will be provided at an agreed upon time after the initial request by the Client. Diversified will use its best efforts to respond as quickly as possible to any service request.
- (c) The Client shall give Diversified access to all covered systems and components at the agreed scheduled time. The response will be within normal business hours (8:00 AM to 5:00 PM) unless otherwise agreed to. Inability to give Diversified access to the systems and components during the scheduled service visit can result in an additional charge.

Section 1.03 UNLIMITED SERVICE CALLS

- (a) This agreement includes unlimited Emergency service calls within forty-Eight (48) hours on covered rooms and equipment; see Exhibit E for listed rooms and equipment. Emergency Service is defined as any failure rendering the entire system inoperable.
- (b) The Client shall call or email Diversified and provide Diversified with their Job or Reference number, Client contact, Site location, and the nature of the problem.
- (c) If a programmer and/or engineer is required on-site, in addition to or in place of the Field Service Technician, labor and travel will be quoted and invoiced at the Standard Time & Materials rates listed on the Diversified Service Rate Card (see Exhibit D).
- (d) Normal business hours are from 8:00 AM to 5:00 PM, Monday through Friday.
- (e) Overtime rates will apply for service calls occurring outside of designated business hours which are Monday through Friday, 8:00 AM or after 5:00 PM, unless otherwise negotiated in addition to the terms of this agreement.
- (f) See Exhibit D for Diversified rates which become applicable to any request outside the scope of this agreement.

Section 1.04 UNLIMITED PHONE AND EMAIL SUPPORT

- (a) Telephone support and troubleshooting will be available in response to technical difficulties. Technical phone support requests shall be provided during normal business hours. Diversified will return phone assistance requests within Two (2) hours from receipt of phone call.
- (b) Diversified will provide email support related to technical issues that can be resolved in such a manner. Email responses will be provided within three (3) hours upon receipt during business hours, 7:00 AM to 10:00 PM, Monday through Friday.

Section 1.05 PREVENTIVE MAINTENANCE

- (a) Preventive Maintenance includes regularly scheduled inspections/function tests, as scheduled by the client, designed to maintain the system in a "ready" mode for trouble-free operation. See Exhibit B for a list of scheduled tasks for Preventive Maintenance visits.
- (b) Preventive Maintenance visit must occur during the term of this agreement or will expire when the agreement ends.
- (c) A full summary report can be provided following the Preventive Maintenance visit listing actions taken and recommendations.
- (d) Exhibit E is an inventory of rooms and lists the equipment covered under the terms of this Agreement.

Section 1.06 EQUIPMENT REPAIRS AND REPLACEMENT

- (a) Diversified will endeavor to pre-evaluate failed equipment prior to sending it out for manufacturer/third party vendor repair facilities. If it is determined that the covered equipment requires manufacturer replacement or repair, the equipment will be sent to the manufacturer's repair facility or a third party vendor's repair facility and/or will be procured from the manufacturer or qualified vendor. This agreement includes parts, labor, shipping, and taxes incurred by the manufacturer/repair facility and Diversified.
- (b) In the event the faulty equipment is not covered under the terms of this agreement, Diversified will provide a repair quote to the Client within forty-eight (48) hours of diagnostics. Diversified will commence repair/replacement process on the said piece of equipment upon receipt of the Client's signed authorization and billing PO copy.

Section 1.07 STAFF SYSTEM TRAINING

- (a) Training requests may be elected under the Diversified Rate Card for Time and Material rates.

- (b) If the client requires specific training from a manufacturer, Diversified will work to schedule such training on behalf of the Client. A proposal for such training will be submitted to the Client for review and approval prior to the execution of such a proposal.

Section 1.08 SERVICE SUMMARY REPORTS

- (a) A Ticket report will be provided following all service calls listing original complaint, actions taken to resolve and recommendations for upgrades.

Article II. Description of Non-Coverage

Section 2.01 The following items, areas, and conditions are not covered by the terms of this service agreement;

- (a) Failure due to or caused by fire, as a result of utility Services, poor unconditioned or fluctuating electrical power, air-conditioning or humidity control, computer virus, or natural and environmental causes such as earthquake, tornado, floods, lightning, corrosion, acts of war or terrorism, quarantine restriction, strikes, freight embargoes, or other extreme weather.
- (b) Failure caused by abuse, misuse, or negligence of the installed systems and/or components.
- (c) Any actual, consequential or incidental damages incurred or suffered by the Client, directly or indirectly, or for economic loss, including, but not limited to inconvenience, common carrier delay or material damage, loss of profits, loss of business revenue, loss of time, loss of equipment use, or any other economic loss of any kind whatsoever.
- (d) Failure or perceived failure if no mechanical or electrical failure was found or was due to the Client's inability to properly operate the covered systems and components.
- (e) Control system or other software programming changes to facilitate control functions not available at the commencement of the agreement.
- (f) Failures or faults caused by structural, mechanical, electrical, plumbing systems or devices not installed by Diversified and not specifically covered under this agreement.
- (g) Inability of the covered systems and components, due to the manufacturing design of a product, or products, or the integration of the system, to perform in a manner other than for what it was designed.
- (h) Any condition that existed prior to the start date of this agreement that would have been obvious during a pre-inspection of the covered systems and components.
- (i) Repairs prohibited by statute, governmental regulation, or applicable other law.
- (j) Physical re-installation of covered systems and components from its original installed configuration.

- (k) Back-up and restoration of data.
- (l) Replacement parts that are not available or have been discontinued.
- (m) Work performed outside of Diversified normal business hours.
- (n) Equipment deemed “End of Service Life”, or “UN-REPAIRABLE” by either Diversified or the original equipment manufacturer.
- (o) ISDN and/or IP networking problems related to video conferencing systems. Diversified is not responsible for trouble shooting local, long distance ISDN carrier problems, or IP networking problems. Should the requirement arise that necessitates Diversified involvement in diagnosing ISDN/IP network problems, Diversified will provide this service on a time and material basis as per standard Time & Materials labor rate listed in the attached Diversified Rate Card; see Exhibit D.
- (p) Repair or replacement of Glass, or Plexiglas products, screen covers, fixtures, or equipment covers.

Article III. Client Obligations during Agreement Term(s)

Section 3.01 EQUIPMENT MAINTENANCE AND ALTERATION

- (a) Diversified respectfully requests that no alterations of wiring interconnections of the covered systems and components be performed without supervision of Diversified Service personnel. The Client’s staff is respectfully requested to not alter, repair, or modify the covered systems and components except as expressly directed by Diversified Service personnel. Diversified will assist the Client in maintaining the operating integrity of the Client’s systems and equipment. The Client shall not add equipment, components, wiring, software, or other parts to the covered systems and components without written notification to and acceptance by Diversified.
- (b) If Diversified finds the equipment covered under this Agreement to have been altered or serviced by any personnel other than designated Diversified staff, this Agreement will be voided from warranty coverage and support. No unused funds will be refunded and any unpaid balances will be due in full at the time of such termination.

Section 3.02 EMPLOYEE

- (a) In consideration of Diversified investment in training and organizational structure for the employees that will be provided as part of this Agreement, the Client agrees that they will make no offer of employment or subcontractor agreement to Diversified employees during the term of this Agreement and for one (1) year following termination of the Agreement.

Article IV. Agreement Term(s) and Schedule

Section 4.01 TRANSFER

- (a) This agreement may not be transferred to any other party without the expressed written consent of Diversified.

Section 4.02 COMMENCEMENT

- (a) If the covered systems and components are not new, were not provided by Diversified, installed, or serviced by Diversified, Diversified reserves the right to inspect the equipment within sixty (60) days of the commencement of this agreement. Diversified will evaluate the equipment and determine if it is operating correctly and within the manufacturer's standards. If Diversified determines that the equipment is not operating correctly, properly, or requires Service to bring the equipment to good operating condition, Diversified will forward an estimate to the Client regarding the cost of such service. This service is not covered by this agreement. If the Client declines to have Diversified perform the work required to bring the covered systems and components up to good operating condition within thirty (30) days of the date of the estimate, Diversified may, at its sole option, remove said system or component from the Service contract agreement.
- (b) The agreement shall commence upon the date identified on the last page of this agreement. See Article VI. No work on the covered systems and components may be performed prior to commencement of the agreement.

Section 4.03 EXPIRATION

- (a) The agreement shall expire three hundred sixty-five (365) days after the date of commencement unless earlier terminated as set forth herein.

Section 4.04 RENEWAL

- (a) Diversified will provide, in writing, an option to Renew the Agreement within sixty (60) days of current Agreement's termination. The Client will have until the date designated for termination to decide whether or not to Renew and must notify Diversified in writing on or before the date of termination as to their intentions.

Section 4.05 TERMINATION

- (a) Following ninety (90) days from commencement of the agreement, the Client may terminate this agreement. The refund shall be prorated based upon the unused portion of time not yet performed calculated from the next quarters begin date following the notice of cancellation. Any parts and/or replacement programs included in this agreement are non-refundable and will be due and payable in the event of contract termination.

- (b) To terminate this agreement, the Client must submit a notice of termination in writing. Diversified will determine the unused balance after all Diversified assumed costs have been reconciled and then issue a check for the refund amount. The Client is entitled to this breakdown upon request.
- (c) Diversified may cancel this agreement at any time for non-payment of the premium or if the Client does not meet requested obligations causing continued non-performance of the agreement's intended scope. The Client will receive no refund in the case of Diversified decision to terminate.

Article V. Contract Price and Payment

Section 5.01 See Exhibit A *

- (a) *Sales tax is not included in this contract price. If your company is tax exempt, please provide a valid tax exempt certificate with this signed proposal. This proposal is only valid for thirty (30) days.

Section 5.02 PAYMENT

- (a) Payment is to be made in one (1) installment. The invoice will be presented after the signing of the Agreement and will be due and payable before any work is started under this Agreement. A monthly interest charge of 1.5% may be added to amounts past due, beyond 30 days. Please provide billing information if different than the address stated in the agreement.

Article VI. CONTRACT APPROVAL

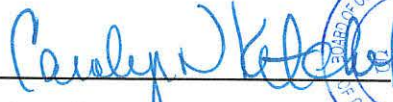
Section 1.01 Term

- (a) Effective Date: **7/1/2017**
- (b) Expiration Date: **6/30/2020**


By signing below, the Client agrees to the terms listed above. This Service Agreement will be in effect as per dates stated above.

Okaloosa County Purchasing Dept

ONE DIVERSIFIED

Authorized Signature: 
Name (Print): Carolyn N. Ketchel
Title: Chairman
Date: August 16, 2017
P.O. Number: _____



Authorized Signature: 
Name (Print): Doug Williamson
Title: Director Client Support
Date: 8/1/17


J.D. Peacock II, Clerk



Exhibit A: PRICING

Price: \$83,835.00

(NOTE: price does NOT include tax.)

Notes: 3 Year fixed price payment upfront : \$83,835

Option Year 4 : \$34,475

Option Year 5 : \$38,680

Exhibit B1: PREVENTATIVE MAINTENANCE VISIT BREAKDOWN

- Complete function checks of AV and control system including the testing of all physical room components (i.e.: shades, lights, screen, etc.)
- Check firmware of all applicable system components
- Make any recommendations on possible equipment replacement.
- Conduct a max bandwidth video conference test call
- Check all audio levels and balance levels as needed
- Check each Video / Audio inputs
- Check each HDMI/VGA/DVI connection and audio
- Check all system remotes for functionality and possible batteries issues
- Record Lamp hours on LCD/DLP projectors and clean filter(s)
- Check status of any LCD/ LED Display(s)
- Align and color balance the video wall screens as necessary
- Clean each system component (as needed)
- Check & clean projector air filters
- Check & clean projection screens as required
- Clean up any loose cabling
- Final test of entire system operations when P/M is complete
- Notify Client of system conditions
- Arrange equipment pick-up if needed
- Generate a site visit final report

Exhibit B2: BROADCAST PREVENTATIVE MAINTENANCE VISIT BREAKDOWN

- Cameras: white balance checks
- Video sources: check video quality and levels of all sources
- Audio sources: check quality and levels of all sources
- Check all scalars for proper resolution
- Check switcher operation
- Check color displays; color balance as required
- Check fiber feed destinations
- Check recording devices: servers, digital recorder, VTRs
- Check intercom system
- Arrange equipment pick-up if needed
- Generate a site visit final report

Exhibit C: DIVERSIFIED SERVICE DEPARTMENT CONTACT INFORMATION

Client Technical Assistance Center (CTAC)

2975 Northwoods Pkwy | Atlanta, GA 30071

CTAC 24/5 Hours: Monday 7AM - Saturday 7AM Eastern

CTAC Email: customerservice@diversifiedus.com

CTAC Phone: 866-447-1004

Please have your Job # available when contacting CTAC.

If you do not have a job #, be prepared to provide your contact information for consult.

Service Escalations:

- **Shaina Wood**
470-246-4630
Manager, Client Technical Assistance Center
swood@diversifiedus.com
- **Ron Olds**
650-207-1153
West Regional Field Service Director
rolds@diversifiedus.com
- **Eric Halpin**
908-634-5160
East Regional Field Service Director
ehalpin@diversifiedus.com
- **Dennis Thitilerdwong**
678-978-0613
South Regional Field Service Director
dthitilerdwong@diversifiedus.com
- **Doug Williamson**
470-246-4625
Director, Client Support Service & Development
dwilliamson@diversifiedus.com
- **Joe Lucido**
470-246-4627
Executive Director, Client Support Organization
jlucido@diversifiedus.com

Exhibit D: DIVERSIFIED STANDARD SERVICE RATE CARD

Service Professional	Standard Service Rate/HR	Mon-Fri Before/After Hours Rate/HR	Sat-Sun/Holiday Hours Rate/HR	Notes
Service Technician	\$160	\$240	\$320	3 HR MIN
Programmer	\$185	\$280	\$370	3 HR MIN
Engineer	\$185	\$280	\$370	3 HR MIN
UC Engineer	\$215	\$325	\$425	3 HR MIN
CTAC Tier I-II (Phone Support)	\$75	\$75	\$75	1 HR MIN following first 30 minutes
Travel Charge	\$110	\$165	\$220	Portal to portal; round trip charge

In- Shop Repair	Standard Service Rate/HR	Notes
Audio Visual Equipment	\$125	2 HR MIN- required consumables to be quoted separately
Broadcast Equipment	\$150	2 HR MIN- required consumables to be quoted separately

Exhibit E - COVERED EQUIPMENT LIST

QTY	MANUFACTURER	ITEM #	DESCRIPTION
Covered Equipment			
			Main EOC (Room 401)
2	Digital Projection	108-722	TITAN 1080p-700, (1920 x 1080 native), 10K Lumen
1	Stewart Filmscreen	Quote #227333	Custom ATM3M Fixed Front Projection Screen
6	Samsung	650FP	65" Full HD LCD Monitor
7	NEC	E421	E421 - 42" LCD Public Display Monitor
1	Contemporary Research	QMOD-HD	HDTV Modulator, QAM digital cable output
2	D&M	DN-V310	DVD player, RS232, HDMI
2	Vaddio	999-9510-000	WallVIEW PRO EagleEye 1080HD
1	Polycom - Scansource-	8200-23600-001	EagleEye Main Camera, Compatible with HDX Series
1	Polycom - Scansource-	7200-23160-001	HDX 8000-1080: HDX 8000 HD codec, EagleEye 1080 SN 88103610D188CG
2	Marshall Electronics	V-R43P	Triple 4" LCD Screen Panel
1	RGB Spectrum	MW42 1-12/4	MediaWall 4200
1	Extron Electronics	60-487-20	Six Input Stereo Audio Switcher
1	Extron Electronics	60-968-12	Annotation Graphics Processor
3	Crestron	DM-TX-300N-F	DigitalMedia™ Fiber Transmitter 300N
6	Crestron	DM-RMC-100-F	DigitalMedia™ Fiber Receiver & Room Controller
8	Crestron	DMC-DVI	DVI/RGB Input Card for DM Switchers
2	Crestron	DMC-HD-DSP	HDMI Input Card w/Down-mixing for DM Switchers
3	Crestron	DMC-F-DSP	DM Fiber Input Card w/Down-mixing for DM Switchers
1	Crestron	DMCO-11	Output Card for DM-MD8X8 and DM-MD32X32
1	Crestron	DMCO-13	2 DM Fiber & 2 HDMI w/2 Stereo Analog Audio Output Card
3	Crestron	DMCO-33	Output Card for DM-MD8X8 and DM-MD32X32
1	Crestron	DMCO-30	2 HDMI w/2 Stereo Analog Audio Output Card
1	Crestron	DM-MD32X32	32x32 DigitalMedia™ Switcher
1	Crestron	V15-TILT-B	V-Panel™ 15" Tilt Touchpanel Display, Black
1	Crestron	DVPHD-QUAD-R	Quad-Window High-Definition Digital Video Processor
1	Crestron	DM-TX-100	DigitalMedia™ CAT Transmitter 100
1	Crestron	TPMC-8X	Isys i/O™ 8.4" WiFi Wireless Touchpanel.
1	Crestron	CEN-WAP-ABG-P	Wall Mount 802.11a/b/g Wireless Access Point
1	Crestron	C2ENET-2	Dual Port 10/100BaseT Ethernet Card
2	Crestron	C2COM-3	3 Port RS-232/422/485 Card
1	Crestron	PRO2	Professional Dual Bus Control System.
2	Shure	ULXP124/85-G3	WL185 Microflex® Cardioid Lavalier Microphone
1	Shure	MX418D/C	CARDIOD-18" Desktop Gooseneck Condenser Microphone
20	Shure	MX412D/C	CARDIOD-12" Desktop Gooseneck Condenser Microphone
4	Biamp	901.0206.900	OP-2e
1	Biamp	901.0193.900	TI-2
1	Biamp	901.0231.900	PA-2
4	Biamp	901.0176.900	IP-2
2	Biamp	901.0227.900	AEC-2HD
1	Biamp	911.0275.900	AudiaFLEX CM 240
1	QSC	CX302	2 channels, 200 watts/ch at 8, 325 watts/ch at 4, 600 watts/ch at 2
3	Tannoy	8001 4450	CMS501 BM
2	Tannoy	8001 2930	i9 white

QTY	MANUFACTURER	ITEM #	DESCRIPTION
2	Tannoy	8001 3030	i9 Yoke white
1	BTX-Bitronics	AP-STV18	Soundog 1x8 transmitter. 2RU
8	BTX-Bitronics	AP-SD84	Soundog 4.0 tabletop speaker
1	BTX-Bitronics	AP-DOGHOUSE4	Soundog charger for 8 AP-SD84
1	Middle Atlantic	RM-KB-LCD17X8K	17" LCD MONITOR WITH KEYBOARD
6	Middle Atlantic	PDS-1615R	16 OUTLET, 6 SEQUENCED (3 STEP), 15 AMP CIRCUIT
2	Wireless Computing	RF-410	RF-240 Keyboard and RF-170 Mouse with Secure Receiver Policy Room 402
1	Epson	V11H318020	PL 450W Projector
1	Smart Technologies	SB685	SMART Board 685
1	D&M	DN-V310	DVD player, RS232, HDMI
1	Extron Electronics	60-569-01	Eight Input Scaling Presentation Switcher with PIP
1	Crestron	AV2-TPMC-PAK	Isys i/O™ WiFi Control Package
1	Crestron	CEN-WAP-POE-P	Wireless Access Point
1	Crestron	C2N-VEQ4	4-channel Digital Volume Control
1	Extron Electronics	60-844-01	Stereo Power Amplifier - 15 Watts Per Channel
2	Extron Electronics	42-067-03	Two-Way Open Back Ceiling 8 Ohm Speakers, Pair
1	Middle Atlantic	PDS-1615R	16 OUTLET, 6 SEQUENCED (3 STEP), 15 AMP CIRCUIT
1	Wireless Computing	RF-410	RF-240 Keyboard and RF-170 Mouse with Secure Receiver Breakout Room 443
1	Epson	V11H318020	PL 450W Projector
1	Smart Technologies	SB685	SMART Board 685
1	D&M	DN-V310	DVD player, RS232, HDMI
1	Extron Electronics	60-569-01	Eight Input Scaling Presentation Switcher with PIP
1	Crestron	C2N-FT-TPS4-B	FlipTop Control Center with 3.6" Isys Touchpanel
1	Extron Electronics	60-844-01	Stereo Power Amplifier - 15 Watts Per Channel
1	Extron Electronics	42-067-03	Two-Way Open Back Ceiling 8 Ohm Speakers, Pair
1	Middle Atlantic	PDS-1615R	16 OUTLET, 6 SEQUENCED (3 STEP), 15 AMP CIRCUIT
1	Wireless Computing	RF-410	RF-240 Keyboard and RF-170 Mouse with Secure Receiver VTC Conference Room 427
2	NEC	E551	E551 - 55" LCD Public Display Monitor
1	D&M	DN-V310	DVD player, RS232, HDMI
1	Polycom - Scansource-	7200-23140-001	HDX 7000-1080: HDX 7000 HD codec, EagleEye 1080 SN 81103510AA99CN
1	Extron Electronics	60-569-01	Eight Input Scaling Presentation Switcher with PIP
1	Crestron	AV2-TPMC-PAK	Isys i/O™ WiFi Control Package
1	Crestron	CEN-WAP-POE-P	Wall Mount 802.11a/b/g Wireless Access Point
1	Crestron	C2N-VEQ4	4-channel Digital Volume Control, 4x4 Matrix Mixer
1	Extron Electronics	60-844-01	Stereo Power Amplifier - 15 Watts Per Channel
1	Extron Electronics	42-068-03	Two-Way In-Wall Speakers with 6.5" Woofer, Pair
1	Middle Atlantic	PDS-1615R	16 OUTLET, 6 SEQUENCED (3 STEP), 15 AMP CIRCUIT
1	Wireless Computing	RF-410	RF-240 Keyboard and RF-170 Mouse with Secure Receiver
1	Netgear	FSM726	24 Port Managed Switch with Gigabit Ports (10/100)
1	Cybertouch	O2081U	OrionAV 20" USB Touchpanel
1	Dell Computer	Quote #56043554	Custom Optiplex 780 Computer for Videowall Control
3	BIAMP	911.0260.900	Audia EXPI

QTY	MANUFACTURER	ITEM #	DESCRIPTION
1	Tannoy	8001 4450	CMS501 BM
1	Epson	V11H318020	PL 450W Projector
1	Smart Technologies	SB685	SMART Board 685
1	D&M	DN-V310	DVD player, RS232, HDMI
1	Extron Electronics	60-569-01	Eight Input Scaling Presentation Switcher with PIP
1	Crestron	C2N-FT-TPS4-B	FlipTop Control Center with 3.6" Isys Touchpanel
1	Extron Electronics	60-844-01	Stereo Power Amplifier - 15 Watts Per Channel
1	Extron Electronics	42-067-03	Two-Way Open Back Ceiling 8 Ohm Speakers, Pair
1	Middle Atlantic	PDS-1615R	16 OUTLET, 6 SEQUENCED (3 STEP), 15 AMP CIRCUIT
1	Wireless Computing	RF-410	RF-240 Keyboard and RF-170 Mouse with Secure Receiver
1	NEC	S521-AVT	S521 - 52" LCD Public Display Monitor 1920 X 1080
1	Extron Electronics	60-1055-14	Universal Signal Processor - SDI/HD-SDI Input, HD-SDI Output
1	Extron Electronics	60-884-01	Four Output Multi-Rate SDI Mini Distribution Amplifier
1	Extron Electronics	60-692-20	Six Output Stereo Audio Distribution Amplifier
1	Marshall Electronics	V-R70P-HSDI	HD 7" Wide Screen LCD Monitor
1	Marshall Electronics	AR-AM1	1 Analog Stereo Balanced XLR Input
1	Crestron	C2N-DB12-W-S	Decorator Keypad, 12-Buttons, White, Gloss
1	Shure	MX418D/C	CARDIOD-18" Desktop Gooseneck Condenser Microphone
1	Middle Atlantic	PDS-1615R	16 OUTLET, 6 SEQUENCED (3 STEP), 15 AMP CIRCUIT
4	Extron Electronics	60-046-03	Dual Output VGA Distribution Amplifier
1	Blonder-Tongue	OC-8D	8 Input Passive Combiner
1	Crestron	PW-2420RU	Power Pack, Desktop, 24VDC, 2A (50 Watts)
2	Crestron	C2N-VEQ4	4-channel Digital Volume Control, 4x4 Matrix Mixer and EQ Module, Cresnet
1	Crestron	CP2E	Compact Control System with Ethernet.
1	Crestron	CP2E	Compact Control System with Ethernet.
1	Crestron	PW-2420RU	Power Pack, Desktop, 24VDC, 2A (50 Watts)
1	Crestron	CNTBLOCK	Cresnet Distribution Block
1	Extron Electronics	60-488-01	Two Output Wideband RGBHV Distribution Amplifier
2	Digital Projection	105-612	2.56-4.16 :1 Lens
1	Crestron	TPMC-8X-DSW	Docking Station for TPMC-8X.
1	Crestron	PW-2420RU	Power Pack, Desktop, 24VDC, 2A (50 Watts)
4	Crestron	DMC-HD-DSP	HDMI® Input Card w/Down-mixing for DM Switchers
1	Analog Way	STE100	SMART EDGE - Hi-Resolution Mixer Seamless Switcher
2	Magenta Research	2211078-01	HD-One LX Kit
3	NEC	E421	E421 - 42" LCD Public Display Monitor
1	TV One	1T-PCDVI-PCDVI	Cross Converter Scaler
			Job# G06592
2	Shure	ULXD2/SM58=-H5	Handheld Transmitter with SM58® Microphone
1	Shure	ULXD4D=-H50	Dual Digital Wireless Receiver with internal power supply, 1/2 Wave Antenna and Rack Mounting Hardware
2	Shure	WL185	Microflex® Cardioid Lavalier Microphone
2	Shure	ULXD1=-H50	Digital Wireless Bodypack Transmitter with Miniature 4-Pin Connector
3	Crestron	TST-902	8.7" Wireless Touch Screen
1	Crestron	TST-902-DSW	Wall Dock for TST-902
3	Crestron	CEN-RFGW-EX_E	infiNET EX® & ER Wireless Gateway

QTY	MANUFACTURER	ITEM #	DESCRIPTION
	Crestron	TSD-2020-B	20" HD Touch Screen Display, Black
	Crestron	DM-TX-201-C	DigitalMedia 8G+® Transmitter 201

Exhibit F: Compliance with Nondiscrimination Requirements

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.

Exhibit G – INVITATION to QUOTE & ACKNOWLEDGEMENT

Attached hereto and made a part of this contract



EXHIBIT "G"

INVITATION TO QUOTE & ACKNOWLEDGEMENT

ITQ TITLE:

911/EOC Center Audio Visual
Equipment Maintenance

ITQ NUMBER:

ITQ 32-17

LAST DAY FOR QUESTIONS:

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

ITQ DUE DATE & TIME:

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

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

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

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

COMPANY NAME One Diversified, LLC

MAILING ADDRESS 2975 Northwoods Pkwy

CITY, STATE, ZIP Norcross, GA 30071

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 22-3242083

TELEPHONE NUMBER: 770-447-1001 EXT: _____ FAX: 855-281-4478

EMAIL: dwilliamson@diversifiedus.com

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

AUTHORIZED SIGNATURE: [Signature] TYPED OR PRINTED NAME Doug Williamson

TITLE: Director client support DATE: 5/24/17

Rev: September 22, 2014

NOTICE TO QUOTERS
ITQ 32-17

The Okaloosa County Board of County Commissioners requests quotes from respondents for 911/EOC Center Audio Visual Equipment Maintenance. The County desires services of a qualified respondent with proven performance as outlined in the Quote Requirements section of this packet.

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

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

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

All originals must have original signatures in blue ink.

All submittals shall be addressed as follows:

ITQ 32-17 911/EOC Center Audio Visual Equipment Maintenance

Okaloosa County Purchasing Department

5479A Old Bethel Road

Crestview, FL 32536

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

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

Greg Kisela

Date

Purchasing Director

OKALOOSA COUNTY

BOARD OF COUNTY COMMISSIONERS

Carolyn N. Ketchel

Chairman

QUOTE REQUIREMENTS

SCOPE:

Okaloosa County seeks a vendor capable of providing annual audio video system maintenance and support. Okaloosa County EOC has an extensive audio video system that was installed in 2009/2010. The system has been under a service and maintenance agreement since installation and due to this fact has continued warranty service with replacement of any defective parts or parts that fail at no additional cost to Okaloosa County due to the continued service agreements. The acceptable vendor shall provide complete system maintenance and emergency support for the entire system and provide warranty service as indicated above should a part fail or become defective that is under the maintenance agreement. Vendor shall have staff that are Crestron trained and familiar with all installed equipment in the 911 Emergency Operations Center and its maintenance requirements. Vendors are encouraged to perform a site visit prior to quoting. Vendor shall have a 24 hour 7days a week technical support center and on call staff. Vendor shall provide the following:

- Preferred and priority service status with a 48 hour on site response.
- Unlimited service calls.
- Unlimited phone and email support.
- One (1) Preventive maintenance on all equipment. This will include inspection and function testing of all equipment and adjustments or repairs as needed.
- Equipment repair, as requested and covered equipment replaced at no additional cost to Okaloosa County.
- Unlimited Emergency Services calls on equipment.
- Provide a full summary report following Preventative Maintenance listing actions taken and recommendations.
- Vendor shall pre-evaluate failed equipment prior to sending out to a repair facility. This agreement shall include parts, labor, shipping and taxes incurred.

TERM:

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

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

GRANT REQUIREMENTS:

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

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 02/09/16

RESPONDENT'S INSURANCE

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

WORKERS' COMPENSATION INSURANCE

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

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

LIMITS OF LIABILITY

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

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

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.

2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

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

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

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

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

UMBRELLA INSURANCE

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

GENERAL SERVICES SPECIAL BID CONDITIONS

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

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

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

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

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

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

Default under previous contract.

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

4. **AWARD OF CONTRACT** -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

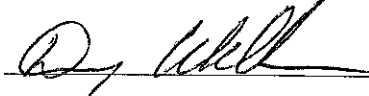
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE: 5/24/17

SIGNATURE: 

COMPANY: One Diversified, LLC

NAME: Doug Williamson
(Typed or Printed)

ADDRESS: 2975 Northwards Pkwy
Norcross, GA 30071

TITLE: Director Client Support

E-MAIL: dwilliamson@diversifiedus.com

PHONE NO.: 770-447-1001

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES:

NO:

NAME(S)

POSITION(S)

FIRM NAME:

One Diversified, LLC

BY (PRINTED):

Doug Williamson

BY (SIGNATURE):



TITLE:

Director Client Support

ADDRESS:

2975 Northwoods Pkwy
NORCROSS, GA 30071

PHONE NO.:

770-447-1001

E-MAIL:

dwilliamson@diversifiedus.com

DATE:

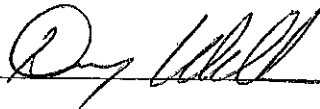
5/24/17

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE: 5/24/17

SIGNATURE: 

COMPANY: One Diversified, LLC

NAME: Doug Williamson

ADDRESS: 2975 Northwoods Pkwy
Norcross, GA
30071

TITLE: Director Client Support

E-MAIL: dwilliamson@diversifiedus.com

PHONE NO.: 770-447-1001

NO CONTACT CLAUSE

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


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

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

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

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

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

I  representing One Diversified, LLC
Signature Company Name

On this 24 day of May 2017 hereby agree to abide by the County's "No Contact Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

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

Product Description: Service

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

Yes _____ No X

Specify: _____

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

Yes _____ No X

Specify: _____

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

Name of Respondent: Doug Williamson

Email: dwilliamson@diversifiedus.com

INDEMNIFICATION AND HOLD HARMLESS

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

One Diversified, LLC
Respondent's Company Name


Authorized Signature – Manual

2975 Northwoods Pkwy
Physical Address

Doug Williamson
Authorized Signature – Typed

Norcross, GA 30071
Mailing Address

Director Client Support
Title

770-447-1001
Phone Number

855-281-4478
FAX Number

Cellular Number

After-Hours Number(s)

5/24/17
Date

COMPANY DATA

Respondent's Company Name:

One Diversified, LLC

Physical Address & Phone #:

2975 Northwoods Pkwy

Norcross, GA

30071

770-447-1001

Contact Person (Typed-Printed):

Susan Grant

Phone #:

205-582-5908

Cell #:

850-449-0627

Email:

SGrant@diversifiedus.com

Federal ID or SS #:

22-3242083

DUNNS#:

14-4145443

Respondent's License #:

Fax #:

205-985-4756

Emergency #'s After Hours,
Weekends & Holidays:

LIST OF REFERENCES

1. Owner's Name & Address:

Simulation Center Ft Rucker AL
Division Chief, Bldg 5440 Rm 107
Nighthawk Dr. Ft Rucker, AL 36362

Contact Person:

Wayne Godwin

Telephone:

(334) 255-6647

Email:

Thomas.w.godwin.civ
@mail.mil

2. Owner's Name & Address:

Combat Readiness Safety Center
QA-22 HQ 4905 Ruff Ave, Ft Rucker, AL 36362

Contact Person:

Keith Simon

Telephone:

(334) 255-2227

Email:

Keith.a.simon2.civ
@mail.mil

3. Owner's Name & Address:

Eglin AFB AFRL
101 West Eglin Blvd Ste 150
Eglin AFB, FL 32542

Contact Person:

Jaime Pinto

Telephone:

(850) 882-3918

Email:

jaime.pinto@eglin.af.mil

QUOTE SHEET

Quote Number: ITQ 32-17

Quote Description: 911/EOC Center Audio Visual Equipment Maintenance


Quote: Annual Audio Video System Maintenance: \$ 83,835.00

Remarks: 3 yr Fixed price: \$27,945 paid annually

option yr 4: \$34,475 option yr 5: \$38,680

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

One Diversified, LLC
Quoter's Company Name


Authorized Signature

2975 Northwoods Pkwy

Doug Williamson
Authorized Signature (printed)

Norcross, GA 30071
Address

Director Client Support
Title

770-447-1001
Phone Number

855-281-4478
Fax Number

22-3242083
Federal ID or SS Number

dwilliamson@diversifiedus.com
Email Address

5/24/17
Date Submitted

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

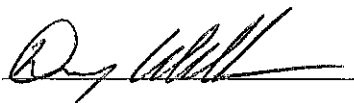
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract,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

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

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

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

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

 Signature of Contractor's Authorized Official

Doug Williamson Name and Title of Contractor's Authorized Official
Director Client Support

5/24/17 Date

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

One Diversified, LLC

Company Name:

Doug Williamson Director Client Support

Printed Name and Title of Authorized Representative:

Doug Williamson

Signature:

5/24/17

Date:

GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

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

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

Florida Department of Management Services (Office of Supplier Diversity)

Florida Department of Transportation

Minority Business Development Center in most large cities and

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

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

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

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

13. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
14. **Procurement of Recovered Materials:** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

16. **Record Retention:**

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

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

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

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

19. **Safeguarding Personal Identifiable Information**

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

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

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


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

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

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

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

DATE: 5/24/17

SIGNATURE: 

COMPANY: One Diversified, LLC

NAME: Doug Williamson

ADDRESS: 2975 Northwoods Pkwy
Norcross, GA
30071

TITLE: Director Client Support

E-MAIL: dwilliamson@diversifiedus.com

PHONE NO.: 770-447-1001