

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/31/2022

Contract/Lease Control #: C02-0709-PS

Procurement #: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: NI GOVERNMENT SERVICES, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/08/2002

Expiration Date: INDEFINITE

Description of: PROVIDE SATELLITE DISPATCH SERVICE

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7560

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: CO2-0709-PS Tracking Number: 4642-22
Procurement/Contractor/Lessee Name: NI Government Services, Inc Grant Funded: YES NO
Purpose: Provide Satellite Dispatch Service
Date/Term: Indefinite 1. GREATER THAN \$100,000
Department #: 0121 2. GREATER THAN \$50,000
Account #: 541010 3. \$50,000 OR LESS
Amount: \$1,868.22
Department: PS Dept. Monitor Name: Maddox

Purchasing Review
Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 6-15-22
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

2CFR Compliance Review (if required)
Approved as written: see email attached for change Date: 6-17-22
Grants Coordinator Suzanne Ulloa EMPH/EMPA

Risk Management Review
Approved as written: see email attached Date: 6-16-22
Risk Manager or designee Kristina LoFria

County Attorney Review
Approved as written: see email attached Date: 7-12-22
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: Suzanne Ulloa
Sent: Friday, June 17, 2022 3:21 PM
To: DeRita Mason
Subject: RE: MSAT Price Increase August 1, 2022: 13012489 Okaloosa BCC & Emergency Management (Contract #C02-0709-PS)
Attachments: VENDORS ON SCRUTINIZED COMPANIES LISTS.pdf; Government Debarment & Suspension Form.pdf; VENDOR UPDATED 2 CFR 200.pdf

Michelle,

EMPG and EMPA are absolutely adamant your vendors signing the below two forms

1. **Debarment & Suspension Form** (Required EMPA Grant Agreement page 15, EMPG Grant Agreement page 14)
2. **Vendors on Scrutinized Companies Lists Form** (Reference EMPA Grant Agreement page 16, required EMPG Grant Agreement page 15)

We should also have this vendor sign the attached updated 2 CFR 200, requirement stated on page 1 on each agreement for our files.

The attached can be emailed, signed electronically and returned.

Suzanne Ulloa

*Purchasing & Grants Coordinator
Okaloosa County
Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: (850) 689-5960
DIRECT EXT. 6971*



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: Michelle Huber <mhuber@myokaloosa.com>
Sent: Friday, June 17, 2022 1:20 PM
To: Suzanne Ulloa <sulloa@myokaloosa.com>
Subject: RE: MSAT Price Increase August 1, 2022: 13012489 Okaloosa BCC & Emergency Management (Contract #C02-0709-PS)

Yes, it is paid with EMPA/EMPG funds. Our new grant budgets aren't set up yet that are effective July 1.

DeRita Mason

From: Kristina LoFria
Sent: Thursday, June 16, 2022 8:11 AM
To: DeRita Mason
Subject: RE: MSAT Price Increase August 1, 2022: 13012489 Okaloosa BCC & Emergency Management (Contract #C02-0709-PS)

DeRita,

Good morning, this is approved by Risk.

Thank You

Kristy LoFria

Safety Coordinator
Okaloosa County BOCC-Risk Management-
302 N Wilson St Suite 301
Crestview, Florida 32536
klofria@myokaloosa.com
850-689-5979



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

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

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

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, June 15, 2022 2:34 PM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Kerry Parsons <kparsons@myokaloosa.com>; Kristina LoFria <klofria@myokaloosa.com>
Subject: FW: MSAT Price Increase August 1, 2022: 13012489 Okaloosa BCC & Emergency Management (Contract #C02-0709-PS)

DeRita Mason

From: Lynn Hoshihara
Sent: Tuesday, July 12, 2022 10:36 AM
To: DeRita Mason
Cc: 'Parsons, Kerry'
Subject: Re: MSAT Price Increase August 1, 2022: 13012489 Okaloosa BCC & Emergency Management (Contract #C02-0709-PS)

This is approved.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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From: DeRita Mason
Sent: Tuesday, July 12, 2022 8:04:59 AM
To: Lynn Hoshihara
Cc: 'Parsons, Kerry'
Subject: FW: MSAT Price Increase August 1, 2022: 13012489 Okaloosa BCC & Emergency Management (Contract #C02-0709-PS)

Good morning ladies,
Could I get this one approved this week? The new quote goes into place on August first.
I sent over the item to you on June 15. It would have been labeled NI Government.
Thank you,

DeRita Mason



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

NI Government Services Inc.

Okaloosa BCC & Emergency Management		Quotation Date:	6/15/2022
Customer Contact:		FOR MORE INFORMATION PLEASE CONTACT:	
Title:		NI Government Services Inc.	
Address:	90 College Blvd E	111 Kelsey Lane Suite D, Tampa, FL 33619	
City, State Zip:	Niceville, FL 32578		
Phone:		Account Manager	
Email:			
Service Type:	Annual Service Renewal	Quote Contact: Javvene Bowers, 954-939-3103, javvene.bowers@networkinv.com	
Validity Period:	30 days	NI LightSquared Service Partner:	
Account #:	13012489	Term of Service: Aug 1, 2022 - July 30, 2023	1 Year

One Time Fees - Activation & Set-Up					
Item	Quantity	Rate Plan	Description	Unit Price	Total
A	0	All Rate Plans	Satellite Radio Activation Fee - Per satellite radio (one-time charge)	\$52.50	\$0.00
B	0	All Rate Plans	Additional Talkgroup or Private Mode Setup - Per Talk Group	\$209.00	\$0.00
C	0	All Rate Plans	Call Management Feature Activation Per satellite radio	\$10.50	\$0.00
Total One Time Fees					\$0.00

Monthly or Annual Recurring Fees						
				Unit Price/Month	Extended Total/Month	Extended Total/Year
D	2	90% - Regional 2-Beams, Unlimited PTT, One Talk Group & Telephone Service (\$1.24/minute)	Monthly Service Access Fee - Active Mode	\$72.00	\$144.00	\$1,728.00
E	2	All Rate Plans - 911 Fee	Monthly E911 Emergency Referral Fee - Per satellite radio	\$0.75	\$1.50	\$18.00
F	1	All Rate Plans - Additional PSTN Minutes	Additional PSTN Telephone Minutes. Price Per Minute as Per Line Item D Rate Plan. Actual Usage Invoiced Monthly	See Line D Rate Plan	Variable	Variable
G	0	All Rate Plans - Data	Data access fee per satellite radio	\$15.75	\$0.00	\$0.00
H	0	All Rate Plans - Private Mode	Private Mode Access Fee Per Talk Group	\$209.00	\$0.00	\$0.00
I	0	All Rate Plans - Additional Talk Group	Additional Talk Group Fee Per Talk Group	\$209.00	\$0.00	\$0.00
Total Recurring Fees - Monthly or Annual					\$145.50	\$1,746.00

Miscellaneous Fees - One Time Charges						
				Unit Price/Month	Extended Total/Month	Extended Total/Year
J	1	Administrative Fee - For One Time Fees		7.0%	\$0.00	
Miscellaneous Fees - Monthly or Annually Recurring Charges					Total/Month	Total/Year
K	1	Administrative Fee - For Recurring Fees		7.0%	\$10.19	\$122.22
Grand Total For One Year						\$1,868.22

- Notes to Pricing**
- Please note that airtime usage will be charged "as used" in arrears. Access fees are charged "monthly" in advance from the 1st day of the month through the last day of the month. Other taxes may be applicable and in addition to the fees described on this quote.
 - As a service provider, NIGSI does not control the prevailing service fees. Therefore, on the anniversary date for all multi-year contracts, NIGSI reserves the right to review and, if warranted, increase the service rates up to 5% for the renewal period.
 - The above quoted pricing is conditional upon acceptance of the NIGSI Satellite Service Contract terms and conditions. Terms and conditions of this quotation are considered included in your agreement with NIGSI.
 - Administrative Fee is subject to change. Any additional federal, state or local taxes or fees for which you may be responsible are not included.
 - Included monthly airtime minutes will not be rolled over to subsequent month or pooled within an account.
 - Long distance toll rates included in the per minute airtime rate for all calls terminated in the continental United States, Alaska, and Hawaii. International calls are billed at specified airtime rate plus applicable international toll (based on AT&T's residential direct dialing rates -- see <http://www.consumer.att.com/global/english/>). International tolls are rated to the prevailing Eastern Time and may vary by time of day.

Customer Acceptance - Customer accepts rates & terms listed on this contract with signature below:			
Name:	Signature:	Jeffrey A Hyde	Digitally signed by Jeffrey A Hyde Date: 2022.08.30 13:52:28 -05'00'
Title:			
Date:	Customer PO#/Billing Reference:		

IMPORTANT—READ CAREFULLY: This Satellite Bandwidth and Airtime Services Agreement is a legal agreement between you (either a business, corporation, government agency, non-profit agency or an individual entity) and NI Government Services, Inc. for the use of satellite bandwidth and airtime related to the satellite equipment that you have purchased from NI Government Services, Inc.. You agree to be bound by the terms of this Agreement by using the satellite communications product. If within 30 days you do not agree, do not use the product; you may return hardware to NI Government Services, Inc. for a refund, less a restocking fee of 15% of the purchase price. This agreement is applicable to any and all services provided by NI Government Services, Inc..

(1) **Availability Of Limited Service:** Service is generally available to satellite terminals equipped for this service when within the satellite footprint. Service is furnished to Customer or Customer's authorized user. Satellite operators will have scheduled outages and non-scheduled outages, neither of which shall impact the terms and conditions of this agreement or payment for services.

(2) **Term:** Customer agrees to remain as a subscriber of the service for the minimum term of service from the date of service activation, and furthermore, agrees to pay any applicable activation, monthly service, service usage fees and any applicable taxes thereon. NI Government Services, Inc. reserves the right to change rates at anytime with 30 days advance notice to the customer.

(3) **Data Transmission Use & Dropped Calls:** Due to the technical nature of data setups and the inherent complexities of data transmission through a variety of operating systems, NI Government Services, Inc. makes no representation as to the success of data calls through the system. Customer agrees that all data call attempts regardless of ultimate successful transmission and termination will be paid for and no credits will be given in the event of dispute of this nature. Along with potential incorrect use (i.e.: next to a building/obstruction) or usage overruns due to improper use by the customer or modems/terminals/phones left connected and unattended for extended periods of time. Dropped calls will not be credited. Customer understands that this technology can consume significant volumes and they accept the cost for high usage that comes with a Post Paid usage plan. Pre-paid plans are available to limit exposure to unlimited usage costs, while ensuring easy access to services. Users of unlimited Post Paid airtime plans acknowledge their responsibility for all airtime costs.

(4) **Early terminations:** Early terminations during the term of service are subject to a cancellation fee per terminal. Customer may renew for successive service term periods at the same terms and conditions contained herein. Notice of termination should be made in writing to the NI Government Services, Inc. Customer Service Department at financebilling@nigovernment.com or 111 Kelsey Lane Suite D, Tampa, FL 33619 no less than thirty (30) days prior to the expiration of any term of this Agreement. This Service Agreement cannot be assigned without the written consent of NI Government Services, Inc.. NI Government Services, Inc. reserves the right to terminate this Contract at any time during the contract period with 30 days advance notice to the customer.

(5) **Invoicing and Guarantee of Payment of Services:** NI Government Services, Inc. will invoice the customer monthly. This bill is due and payable upon receipt. Monthly recurring charges are billed monthly in advance. Customer understands that they are responsible for all air time charges, including but not limited to direct airtime, long distance and roaming charges (if applicable), and charges for any Customer-elected, value-added services (when available). Customer requests for direct billing are subject to credit approval and may be subject to required deposits and/or direct payment by credit card or a guarantee authorized against a valid accepted credit card.

(6) **Taxes:** The price of the service does not include sales, usage, excise, ad valorem, property or any other taxes now or hereafter imposed, directly or indirectly, by any governmental authority or agency with respect to the Service. Customer shall pay such taxes directly or reimburse NI Government Services, Inc. for any such taxes.

(7) **Deposits:** Satellite services are granted subject to credit approval by NI Government Services, Inc.. NI Government Services, Inc. requires the establishment of credit or the ability to pay invoices according to the established terms. Deposits may be required for customers who do not have established credit. Customers will be advised prior to service activation if a deposit is required. Deposits will be refunded at service or contract termination.

(8) **Non-Payment / Breach:** Interest on overdue accounts will be charged at 24% per annum. This late charge is applicable to the unpaid balance as of the due date. Customer shall pay NI Government Services, Inc. all costs including, without limitation, reasonable attorney fees, and the fees of any collection service. Customers' service can be suspended for non-payment. NI Government Services, Inc. will charge a decommissioning fee per mobile terminal for re-activation of the suspended terminal.

(9) **Limitation of Liability:** The satellite services provided by NI Government Services, Inc. may be temporarily interrupted, delayed or otherwise limited. NI Government Services, Inc. makes no representation that it can provide uninterrupted service. Furthermore, NI Government Services, Inc. shall have no liabilities or credit due for interrupted service unless caused by the gross negligence of NI Government Services, Inc.. NI Government Services, Inc. shall not be liable for acts or omissions of other carriers, equipment failures or modifications, acts of God, strikes, government actions, or other causes beyond our reasonable control. NI Government Services, Inc. makes no warranties with respect to the service of any kind whatsoever, expressed or implied, except as specifically provided in this agreement. The implied warranties of merchantability and fitness for any particular purpose are hereby disclaimed and excluded. NI Government Services, Inc. shall not be liable to its distributor or customer or any third party for any special, incidental, or consequential damages.

(10) **Subscriber Terminals and Equipment:** Unless provided under a separate NI Government Services, Inc. support contract, NI Government Services, Inc. is not responsible for the installation, operation, quality of transmission, or maintenance of Customer equipment. If Customer's equipment is stolen, Customer is responsible for all charges as agreed upon in this Agreement.

(11) **Licensing:** Customers wishing to operate satellite phones and modems while in foreign territories shall be responsible for any and all licensing or approvals that may be required to operate within that territory.

(12) **Governing Law:** This contract is governed by the laws of Tampa, FL.

(13) Customer agrees that any legal proceeding commenced by one party against the other, shall be brought in any state, province or federal court having proper jurisdiction in Tampa, FL. Both parties submit to such jurisdiction and waive any objection to venue and/or claim of inconvenient forum.

ADDRESS: 111 Kelsey Lane Suite D

TITLE: Chief Executive Officer

Tampa, FL 33619

E-MAIL: emsat_admin@networkinv.com

PHONE NO.: 888-843-8961

Buy America Certificates

If steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR § 661.13(b) of this part.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

DATE 8/16/2022

SIGNATURE Chad
COMPANY NIGSI Gatlin, CEO

Digitally signed by Chad Gatlin, CEO
Date: 2022.08.16 12:49:21 -0400

NAME Chad Gatlin
TITLE Chief Executive Officer

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

DATE
SIGNATURE
COMPANY
NAME
TITLE

Florida Division of Emergency Management Grant Clauses

STATE AND FEDERAL REQUIREMENTS PERTAINING TO LOBBYING

- (a) 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- (b) Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract unless the terms of the contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."
- (c) No funds or other resources received from the Division of Emergency Management under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE CONTRACTOR TO THE STATE OF FLORIDA.

- (a) If the contractor has a pre-existing patent or copyright, the contractor: shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.
- (b) If any discovery or invention is developed in the course of or as a result of work or service performed under this Agreement, or in any way connected with it, the contractor shall refer the discovery or invention to Okaloosa County who will in turn refer it to the Division of Emergency Management (the Division) for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Okaloosa County shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement will be transferred by Okaloosa County to the State of Florida.
- (c) Within thirty (30) days of execution of this Agreement, the contractor shall disclose all intellectual properties relating to the performance of this Agreement that he or she knows or should know could give rise to a patent or copyright. The contractor shall retain all rights and entitlements to any pre-existing intellectual property that is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights that accrue during performance of this Agreement.
- (d) If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. Otherwise, the Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the contractor, under this Agreement, for Florida government purposes.

REAL PROPERTY

- (a) In accordance with section 287.05805 of the Florida Statutes, the provision of Florida Division of Emergency Management funds for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

SUSPENSION AND DEBARMENT

- (a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).
- (b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pl. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (c) This certification is a material representation of fact relied upon by the Florida Division of Emergency Management (Division). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

PROTECTION OF RESIDENT WORKERS

The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act [INA, 8 U.S.C. Section 1324(a) [Section 274A(e)] 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 proposer 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.

Proposers doing 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.

AUDITS

In accordance with provisions (a) and (c) of section 287.058 of the Florida Statutes, the contractor agrees

- (a) That bills for fees or other compensation for services or expenses be submitted in detail sufficient for a proper preaudit and post-audit thereof;
- (c) this contract allows unilateral cancellation by the County for refusal by the contractor to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and s. 119.07(1)

RENEWALS

Renewals are contingent on a satisfactory performance evaluation.

AVAILABILITY OF FUNDS

The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission and the State of Florida's Legislature. (add to "Revenue/Compensation" section 4c from Florida Statue 287.0582 this language must be included when agreements are funded with State assistance, from P22 Reference Guide for State Expenditures)

INDEMNIFICATION AND WAIVER OF LIABILITY

The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Division of Emergency Management, the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the Division of Emergency Management, the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein. (add to "Indemnification and Waiver of Liability" from P6, EMPA, P5 EMPG Agr)

The Chief Executive Officer on behalf of **NI Government Services Inc.** the proposer is authorized to sign below and confirm the proposer is fully able to comply with these state and federal requirements, terms and conditions and has on made any inquiries or further examination of the law and/or requirements as is necessary to comply.

DATE:	<u>8/16/2022</u>	SIGNATURE:	<u>Chad Gatlin, CEO</u> <small>Digitally signed by Chad Gatlin, CEO Date: 2022.08.16 12:46:55 -0400</small>
COMPANY:	<u>NI Government Services Inc.</u>	NAME:	<u>Chad Gatlin</u>
ADDRESS:	<u>111 Kelsey Lane Suite D Tampa, FL 33619</u>	TITLE:	<u>Chief Executive Officer</u>
E-MAIL:	<u>emsat_admin@networkinv.com</u>	PHONE NO.:	<u>888-843-8961</u>

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate NI Government Services Inc., the quote 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 quote proper immediately or immediately terminate any agreement entered into for cause if the quote proposer is found to have submitted a false certification as to the above or if the Proposer 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 quote proposer has submitted a false certification, the County will provide written notice to the quote proposer. Unless the quote 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 quote proposer. If the County's determination is upheld, a civil penalty shall apply, and the quote proposer will be ineligible to quote 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 quote proposer.

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

DATE:	<u>8/16/2022</u>	SIGNATURE:	<u>Chad Gatlin, CEO</u> <small>Digitally signed by Chad Gatlin, CEO Date: 2022.08.16 12:47:31 -0400'</small>
COMPANY:	<u>NI Government Services Inc</u>	NAME:	<u>Chad Gatlin</u> (Typed or Printed)
ADDRESS:	<u>111 Kelsey Lane Suite D</u> <u>Tampa, FL 33619</u>	TITLE:	<u>Chief Executive Officer</u>
		E-MAIL:	<u>emsat_admin@networkinv.com</u>
PHONE NO.:	<u>888-843-8961</u>		

Government Debarment & Suspension

Instructions

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

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

Chad Gatlin, Chief Executive Officer

Printed Name and Title of Authorized Representative

Chad
Gatlin, CEO

Digitally signed by
Chad Gatlin, CEO
Date: 2022.08.16
12:48:15 -04'00'

Signature

8/16/2022

Date

This Exhibit is hereby incorporated by reference into the main [*Contract/Procurement*].

FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS [*SOLICATION/CONTRACT*]¹

This *contract* is fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below, along with any and all other applicable Federal Laws. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

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

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

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

Conflict of Interest (2 CFR § 200.112): Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a contractor is unable, or potentially unable, to render impartial assistance or advice; ii. A contractor's objectivity in performing the contract work is or might be otherwise impaired; or iii. The contractor has an unfair competitive advantage.

¹ Note as of February 2022, the "Simplified Acquisition threshold" is currently set at \$250,000.00; the "Micro-purchase threshold" is currently set at \$10,000.00 – these amounts are subject to change. It is the responsibility of the contractor to ensure it is aware of the correct thresholds are the time of a procurement submittal and contract.

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

Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321): Applicability: All federally grant funded contracts or procurements which may use federal grant funds. Requirement: They 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 to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

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

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375):

Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the contractor agrees as follows: (1) The [*Contractor/Consultant*] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *contractor* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *contractor* will, in all solicitations or advertisements for employees placed by or on behalf of the *contractor*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *contractor* will send to each labor union or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *contractor's* commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *contractor* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *contractor* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *contractor's* noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole

or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *contractor* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *contractor* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *contractor* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *contractor* may request the United States to enter into such litigation to protect the interests of the United States.

Additional notice and requirement for federally assisted contracts or subcontracts in excess of \$10,000.00:

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246).

THE OFFEROR'S OR BIDDER'S ATTENTION IS CALLED TO THE "EQUAL OPPORTUNITY CLAUSE" AND THE "STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS" SET FORTH HEREIN. THE GOALS AND TIMETABLES FOR MINORITY AND FEMALE PARTICIPATION, EXPRESSED IN PERCENTAGE TERMS FOR THE CONTRACTOR'S AGGREGATE WORKFORCE IN EACH TRADE ON ALL CONSTRUCTION WORK IN THE COVERED AREA, ARE AS FOLLOWS:

TIME-TABLES	GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
	INSERT GOALS FOR EACH YEAR	INSERT GOALS FOR EACH YEAR.

THESE GOALS ARE APPLICABLE TO ALL THE CONTRACTOR'S CONSTRUCTION WORK (WHETHER OR NOT IT IS FEDERAL OR FEDERALLY ASSISTED) PERFORMED IN THE COVERED AREA. IF THE CONTRACTOR PERFORMS CONSTRUCTION WORK IN A GEOGRAPHICAL AREA LOCATED OUTSIDE OF THE COVERED AREA, IT SHALL APPLY THE GOALS ESTABLISHED FOR SUCH GEOGRAPHICAL AREA WHERE THE WORK IS ACTUALLY PERFORMED. WITH REGARD TO THIS SECOND AREA, THE CONTRACTOR ALSO IS SUBJECT TO THE GOALS FOR BOTH ITS FEDERALLY INVOLVED AND NONFEDERALLY INVOLVED CONSTRUCTION. THE CONTRACTOR'S COMPLIANCE WITH THE EXECUTIVE ORDER AND THE REGULATIONS IN 41 CFR PART 60-4 SHALL BE BASED ON ITS IMPLEMENTATION OF THE EQUAL OPPORTUNITY CLAUSE, SPECIFIC AFFIRMATIVE ACTION OBLIGATIONS REQUIRED BY THE SPECIFICATIONS SET FORTH IN 41 CFR 60-4.3(A), AND ITS EFFORTS TO MEET THE GOALS. THE HOURS OF MINORITY AND FEMALE EMPLOYMENT AND TRAINING MUST BE SUBSTANTIALLY UNIFORM THROUGHOUT THE LENGTH OF THE CONTRACT, AND IN EACH TRADE, AND THE CONTRACTOR SHALL MAKE A GOOD FAITH EFFORT TO EMPLOY MINORITIES AND WOMEN EVENLY ON EACH OF ITS PROJECTS. THE TRANSFER OF MINORITY OR FEMALE EMPLOYEES OR TRAINEES FROM CONTRACTOR TO CONTRACTOR OR FROM PROJECT TO PROJECT FOR THE SOLE PURPOSE OF MEETING THE CONTRACTOR'S GOALS SHALL BE A VIOLATION OF THE CONTRACT, THE EXECUTIVE ORDER AND THE REGULATIONS IN 41 CFR PART 60-4. COMPLIANCE WITH THE GOALS WILL BE MEASURED AGAINST THE TOTAL WORK HOURS PERFORMED.

THE CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION TO THE DIRECTOR OF THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS WITHIN 10 WORKING DAYS OF AWARD OF ANY CONSTRUCTION SUBCONTRACT IN EXCESS OF \$10,000 AT ANY TIER FOR CONSTRUCTION WORK UNDER THE CONTRACT RESULTING FROM THIS SOLICITATION. THE NOTIFICATION SHALL LIST THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE SUBCONTRACTOR; EMPLOYER IDENTIFICATION NUMBER OF THE SUBCONTRACTOR; ESTIMATED DOLLAR AMOUNT OF THE SUBCONTRACT; ESTIMATED STARTING AND COMPLETION DATES OF THE SUBCONTRACT; AND THE GEOGRAPHICAL AREA IN WHICH THE SUBCONTRACT IS TO BE PERFORMED.

AS USED IN THIS NOTICE, AND IN THE CONTRACT RESULTING FROM THIS SOLICITATION, THE "COVERED AREA" IS (INSERT DESCRIPTION OF THE GEOGRAPHICAL AREAS WHERE THE CONTRACT IS TO BE PERFORMED GIVING THE STATE, COUNTY AND CITY, IF ANY).

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *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.

Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *contract*, *contractor* 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.

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

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended): Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: 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).

Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689): Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: Contractor certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. Contractor now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The

Contractor agrees to accomplish this verification by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

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

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

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

Access to Records and Reports: Applicability: All Contracts that received or may receive federal grant funding. Requirement: 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.

Record Retention (2 CFR § 200.33): Applicability: All Contracts that received or may receive federal grant funding. Requirement: 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.

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/any awarded contract*].

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

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

Safeguarding Personal Identifiable Information (2 CFR § 200.82): Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: 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.

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

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

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

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

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005): Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrak and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposer's submittal non-responsive.

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

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

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the contractor shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

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

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

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

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



The Chad Gatlin, Chief Executive Officer [insert name of the signatory] on behalf of NI Government Services Inc. the Contractor is authorized to sign below and confirm the Contractor is fully able to comply with these requirements, federal terms and conditions and has on made any inquiries and further examination of the law and requirements as is necessary to comply.

DATE: 8/16/2022

SIGNATURE: Chad Gatlin, CEO

Digitally signed by
Chad Gatlin, CEO
Date: 2022.08.16
12:48:56 -04'00'

COMPANY: NI Government Services Inc. NAME: Chad Gatlin