

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/06/2022

Contract/Lease Control #: C22-3259-IT

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: AP SOUND, LLC DBA ALL PRO INTEGRATED SYSTEMS

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/01/2022

Expiration Date: 11/30/2025 W/2 1 YR RENEWALS

Description of: MAINTAIN THE AUDIO/VISUAL SYSTEM

Department: IT

Department Monitor: SAMBENEDETTO

Monitor's Telephone #: 850-651-7570

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: TBD Tracking Number: 493922  
Procurement/Contractor/Lessee Name: All Pro Grant Funded: YES \_\_\_ NO X  
Purpose: Maintenance agreement  
Date/Term: 11-30-2025  
Department #: 0111  
Account #: 546640  
Amount: 22,814.40 3 years  
Department: IT Dept. Monitor Name: Sambenduto

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: 9-29-22  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

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

Approved as written: no federal fund Grant Name: \_\_\_\_\_  
\_\_\_\_\_  
Grants Coordinator Suzanne Ulloa Date: \_\_\_\_\_

**Risk Management Review**

Approved as written: see email attached 9-29-22 Date: \_\_\_\_\_  
\_\_\_\_\_  
Risk Manager or designee Kristina LoFria

**County Attorney Review**

Approved as written: see email attached 10-5-22 Date: \_\_\_\_\_  
\_\_\_\_\_  
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

022-3259 IT

## DeRita Mason

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**From:** Lydia Garcia  
**Sent:** Thursday, September 29, 2022 1:21 PM  
**To:** DeRita Mason; Lynn Hoshihara  
**Cc:** Parsons, Kerry  
**Subject:** RE: All Pro Draft Agreement  
**Attachments:** All Pro Draft Agreement.docx

Good Afternoon All,

The attached All Pro Draft Agreement is approved by Risk Management for insurance purposes.



Kind Regards,

**L. Garcia**  
Public Records Request & Contracts Specialist

**OKALOOSA COUNTY BCC**  
Risk Management  
Direct: 850.689.4111  
Fax: 850.689.5973 |  
Email: [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com)

302 N. Wilson St. Suite 301  
Crestview, FL 32539

<https://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.**

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Thursday, September 29, 2022 6:12 AM  
**To:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Cc:** Lydia Garcia <[lgarcia@myokaloosa.com](mailto:lgarcia@myokaloosa.com)>; Parsons, Kerry <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Subject:** All Pro Draft Agreement

Good morning,  
Please review and approve the attached.  
I have copied the old contract for reference.  
Thank you,

DeRita Mason

## DeRita Mason

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Wednesday, October 5, 2022 9:14 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara NGN-Tally  
**Subject:** RE: Outstanding Items

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](mailto:kparsons@ngn-tally.com)

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Wednesday, October 5, 2022 9:41 AM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Hoshihara, Lynn <lhoshihara@ngn-tally.com>  
**Subject:** RE: Outstanding Items

See updated attached.  
Thank you,

DeRita Mason



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

## MAINTENANCE SERVICE AGREEMENT – LABOR

This Maintenance Service Agreement ("Agreement") is entered into as of the 6<sup>TH</sup> day of OCTOBER, 2022 between **OKALOOSA COUNTY, FLORIDA**, (the "Client"), whose address is **1250 N. Eglin Parkway, Shalimar, FL**, and **AP SOUND, LLC, DBA ALL PRO INTEGRATED SYSTEMS**, ("Provider"), whose address is 806 Beverly Parkway, Pensacola, Florida 32505.

### WITNESSETH

WHEREAS Provider desires to provide certain maintenance and repair services, and the Client desires to retain Provider for the provision of such services, all as provided below.

NOW, THEREFORE, the parties agree to the following terms and conditions in exchange for their mutual promises and covenants.

### 1. SERVICES

Subject to the terms and conditions of this agreement Provider will furnish all labor necessary to maintain the audio/video system (the "System") comprised of items listed and described in Exhibit A, at the premises identified on such Exhibit (the "Premises") and (a) shall include one (1) annual preventative maintenance, checks and services of the listed equipment intended to keep the System in, or restore System to, good working order during the term of this Agreement, and (b) shall include the service labor required to repair (or replace) Equipment which has become defective through normal wear and usage, and (c) does not assure against interruptions in operation of the Equipment. The covered Equipment is subject to the limitations provided below under the Section titled "Excluded Equipment." Provider shall make all reasonable efforts to quickly return the system to an acceptable operating condition, including obtaining advance replacement parts from the manufacturer, obtaining loaner equipment or making other adjustments to the system to satisfy the Client, but all service calls will be handled during Provider's regular business hours. The Client may request priority service (After Hours/Premium Hours) outside of Provider's regular business hours, but Provider will charge its current hourly rates for labor and travel at the time such priority services are performed.

Normal Business Hours: Weekdays - 8:00 A.M. to 5:00 P.M. (CST)

After Hours: Weekdays – 5:00 P.M. to Midnight (CST)

Premium Hours: Weekdays – Midnight to 8:00 A.M. (CST) and Weekend/Holidays

- a) Reporting a Service Call - During normal business hours, please call (850) 432-5780 ext. 8290 and your call will be handled by our Service Coordinator. After business hours, please call the All Pro After Hours Support Line at (850) 418-5387

and your call will be handled by our after-hours personnel. All phone calls will be returned no later than one (1) business day.

- b) "Normal Response" is provided when a service call is required for the covered System (hardware or software) where the System is not totally inoperable. Provider shall use good faith efforts to dispatch a technician to your site for non-emergency service calls within two (2) business days after receiving notice. If replacement or loaner equipment is not available for immediate response, Provider will schedule the on-site visit at a mutually agreed upon time and date between Provider and Client. An Activity Summary Report detailing the problem(s) and remedy actions performed will be provided to Client for signature.
- c) "Emergency Response" is provided when service is required due to the total, or significant inoperability of the System (hardware or software). Provider shall use good faith efforts to dispatch a technician to your site the next day after receiving the emergency call. If replacement or loaner equipment is not immediately available, Provider will work diligently to provide the Client a partial resolution or a workaround solution. An Activity Summary Report detailing the problem(s) and remedy actions performed will be provided to Client for signature.
- d) Labor/Travel Hours - All labor hours incurred during normal business hours, as defined herein, including removal/reinstallation of repair/replacement equipment, Preventative Maintenance labor, interim service labor, and Software upgrades shall be covered by this agreement. Any labor/travel hours and expenses incurred anytime outside normal business hours will be billed at Provider's current hourly rates, plus out-of-pocket expenses, if any.
- e) Hardware/Equipment Discount – Costs for repair parts, or replacement equipment are not covered by this agreement. All Material/Equipment Pricing is at Fair Market Value in accordance with Industry Standards unless otherwise stated or negotiated via Contract. Client will be provided a 10% discount on all hardware/equipment, repair parts and consumable items. Any parts or components returned to Provider will require a Return Authorization Number (RMA#) prior to shipping. All costs for standard ground shipping of equipment, parts or components between Client and Provider are included in this agreement.
- f) Software Upgrades - Provider shall provide software upgrades that correct known issues in originally installed equipment of the currently installed release level at no additional charge if available to the Provider at no charge. This will include any third-party Software that Provider has included as an added "Product Feature". Software upgrades that Provider considers "New Product Features" will be offered

to the Client at a mutually agreed upon rate between the Client and Provider. Provider will install the software either remotely or on-site as needed during normal business hours.

## **2. PROVIDER ACCESS AND CLIENT'S RESPONSIBILITIES**

Provider's employees, subcontractors or assigns shall have full and free access to the Equipment at the Premises. Client agrees to (a) prevent unauthorized adjustment, repair or modification to the Equipment, (b) ensure that the Equipment is utilized in accordance with the applicable Provider's and/or manufacturer's specifications, and (c) keep all walls, doors, windows or other elements at the Premises as now constructed (or subsequently altered) maintained in such condition, at Client's expense, as to permit proper operation of the Equipment and the system to which the Equipment is a part. The Client shall also assist the Provider with onsite diagnostics, troubleshooting and assistance to the Provider to solve a problem. The Client shall in all cases, and at no charge to Provider, perform such non-skilled checks and tests as may reasonably be requested by Provider and to notify Provider promptly if any of the Equipment fails to properly respond to any such check or test. These tests shall not require the Client to furnish operate specialized equipment.

## **3. INITIAL MAINTENANCE AND TESTING**

Provider will perform an initial inspection and full testing of the System at a time mutually agreeable to Provider and the Client as soon as practicable after signing this Agreement. All costs for labor, travel and ancillary hardware required to complete the initial maintenance are covered under this agreement. Any costs for repairs to, or replacement of, defective parts, components or equipment are not covered under this agreement. All replacement parts, components or equipment pricing will be at Fair Market Value in accordance with Industry Standards unless otherwise stated or negotiated via Contract. If the Client refuses to pay for necessary parts, components or equipment to bring the System into proper working order, Provider may terminate this Agreement and invoice the Client all billable labor hours for any maintenance, testing or inspection of the System that has been completed. Requests for changes in System functionality, to System programming, configurations or settings, or due to changes made by others, are not covered by this agreement. The maintenance and testing inspection of covered System equipment listed in Exhibit "A" will be for the following areas:

AUDIO SYSTEM COURTROOM 1-100  
VIDEO SYSTEM COURTROOM 1-100  
AUDIO SYSTEM COURTROOM 1-200  
VIDEO SYSTEM COURTROOM 1-200  
JURY ASSEMBLY ROOM 2-100  
AUDIO SYSTEM COURTROOM 2-200  
VIDEO SYSTEM COURTROOM 2-200  
AUDIO SYSTEM COURTROOM 2-300

VIDEO SYSTEM COURTROOM 2-300  
AUDIO SYSTEM COURTROOM 2-400  
VIDEO SYSTEM COURTROOM 2-400  
AUDIO SYSTEM COURTROOM 3-100  
VIDEO SYSTEM COURTROOM 3-100  
EVIDENCE CART SYSTEM  
PATCHPANEL SYSTEM  
LARGE COURT ROOM RACK - 1-100  
MEDUIM COURTROOM RACK - 1-200  
JURY ASSEMBLY ROOM RACK  
MEDIUM COURTROOM RACK - 2-200  
SMALL COURTROOM RACK - 2-300  
SMALL COURTROOM RACK - 2-400  
LARGE COURTROOM RACK - 3-100  
HEARING ROOM AND COURTSMART RACK  
COURTROOM 3B

#### 4. TERMS AND AMOUNT

- a) **Term of Agreement** - The term of the agreement shall be for a period of three (3) years, commencing December 1, 2022 and continue through November 30, 2025. The terms of this agreement shall not commence until both parties have executed this Agreement.
- b) **Amount** - Customer agrees to pay an annual fee of Seven Thousand Six Hundred Four Dollars and Eighty-Two Cents (\$7,604.82) for the services included within this agreement. The annual fee shall increase by no more than three percent (3%) each year to account for labor cost increases.
- c) **Terms** – Customer agrees to pay the contract amount in one (1) payment annually. Any additional billing charges will be invoiced to the customer with thirty (30) day terms.
- d) **Contract Renewal** - This Agreement may be renewed up to two (2) times for a period of one (1) year each at the expiration of the initial three (3) year term, upon mutual agreement of the parties in writing. Either party shall reserve the right to cancellation of this Agreement for convenience upon receipt of ninety(90) days written notice.
- e) **Preventative Maintenance Procedures** - Scheduled preventative maintenance is provided to ensure your equipment will be properly maintained to prevent equipment failure due to improper or inconsistent maintenance procedures. Preventative maintenance will be performed once annually and will be scheduled based on a



mutually agreed upon time between the Customer and Provider. Some of the PM procedures performed, but are not limited to:

- Visual inspection of all equipment and cables
- Clean and vacuum equipment racks
- Check all cables and bundle or dress/redress as necessary
- Test all audio inputs and outputs
- Document all speaker impedance measurements
- Check all connectors for proper termination and tightness
- Balance and optimize audio levels from sources
- Balance and optimize audio levels from speakers
- Document any issues with the operation of the System
- Document equipment failure
- Test all speakers with impedance meter, record measurements
- Check and clean console, update software and firmware as necessary
- Measure SPL uniformity and record general data for reference
- Check all mics and lines individually verify wire and connector integrity
- Check all wireless units for proper signal gain, frequency coordination, and antenna placement
- Verify wireless mic functionality and record RF frequencies, determine potential interference
- Check and clean playback and recording devices and connections
- Balance and EQ System for optimal gain before feedback and for performance
- Test and adjust all microphones
- Report damaged or worn mic cords, elements
- Check and clean audio network devices
- Exercise all patch points and clean patch cables
- Check and clean multi-pin connections, replace bent or broken pins
- Label Mics and inputs clearly
- Clean all knobs and controls

## **5. EXCLUDED ITEMS**

The following items are not included in the monthly or annual service fee set forth in this agreement, and will be charged to the Client as a separate expense or, if applicable, charged at Provider's then prevailing costs and hourly rate:

- a) All labor for maintenance and repair for any equipment that is not part of the System;
- b) All labor for the movement, removal, reconfiguration, or other changes to any portion of the System;
- c) All charges by any third parties in connection with the services the Provider provides under this Agreement, including utilities and other contractors;
- d) All state and local taxes or fees imposed with respect to the services provided under this Agreement.
- e) Any cost, including labor, necessary to repair equipment due to improper use or storage of the system.

## **6. EXCLUDED EQUIPMENT**

The System shall consist solely of equipment that Provider both (i) sells to the Client and (ii) installs on the premises of the Client. Any other equipment, regardless of whether such equipment is attached to, installed with, or an integral part of the overall System on the premises of the Client, including but not limited to equipment that the Client installs, equipment installed by a third party, or equipment the Client purchases from a third party and that is installed by Provider, shall not be a part of the System, and this Agreement does not provide for maintenance, testing, and repair services to such excluded equipment; unless a rider is attached to this Agreement in which (i) reference is made to this Section, (ii) Provider recognizes that certain identified equipment was not sold and installed by Provider, and (iii) Provider specifically agrees to service such identified equipment.

## **7. EXCLUSIONS**

Service, maintenance, repair or replacement required by (a) Client's negligence; (b) theft, abuse, fire, flood, wind, lightning, unreasonable power line surges, or acts of God or public enemy; (c) improper wiring, installation, repair or alteration of System equipment by persons not approved or authorized by Provider or the equipment manufacturer; (d) use of any Equipment for a purpose other than the ordinary use for which such Equipment was designed or intended, (e) failure to provide a suitable operating environment as prescribed by Provider or by the manufacturer including, without limitation, and with respect to electrical power, air conditioning and humidity control are not covered under the Plan. Any other equipment, even if such equipment is attached to, installed with, or an integral part of the overall System equipment on the premises of the Client including, but not limited to, equipment that the Client installs, equipment installed by a third party, or equipment the Client purchases from a third party and that is installed by Provider, shall not be a part of the System, unless a rider is attached to this Agreement in which (i) reference is made to this Section, (ii) Provider recognizes that certain identified equipment was not sold and/or installed by Provider, and (iii) Provider specifically agrees to service such identified equipment.

## **8. EQUIPMENT ON LOAN**

Provider from time to time may loan the Client equipment that belongs to Provider ("Loaner Equipment"), and install Loaner Equipment in the System, so that the System may remain operational while components of the System are being repaired or replaced. Provider makes no commitment to provide Loaner Equipment, is not responsible for keeping the System operational while components are being repaired or replaced, and may decide in its sole discretion whether to provide Loaner Equipment, the length of time Loaner Equipment will be provided, and the nature of Loaner Equipment. Ownership of and title to Loaner Equipment shall always remain with Provider. The Client agrees to indemnify Provider for any damage or loss occurring to Loaner Equipment, and any direct or consequential damages resulting from a failure of Loaner Equipment, including claims

by third parties for consequential or direct damages, during the period after Provider installs Loaner Equipment in the System and before Provider removes Loaner Equipment from the System. The Client agrees that it will not hold Provider liable for any damages that may occur to the System, or any consequential damages resulting from a failure in the System or Loaner Equipment, that result from or relate to Loaner Equipment. Provider will remove Loaner Equipment at the request of the Client, and Provider may choose to remove Loaner Equipment at any time at its discretion. The Client acknowledges that Provider provides Loaner Equipment as a gratuitous benefit to Clients when Provider is reasonably able to do so, and the Client has no right to or expectation of receiving Loaner Equipment.

## **9. DEFAULT OR TERMINATION**

The parties may terminate this Agreement in whole or part for cause, if a party determines that the performance of the Provider is not satisfactory, the party terminating shall notify the other party of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the other party of the deficiency that requires correction. If the deficiency is not corrected within such time period, the terminating party may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the County chooses to take action and not terminate the Agreement, the Provider shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

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

## **10. LIMITATION OF LIABILITY**

Provider warrants all work performed by Provider hereunder against defects in materials and workmanship for a period of 90 days from the date of performance of such work. **EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10, PROVIDER GIVES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH SERVICES AND MATERIALS SOLD OR SUPPLIED HEREUNDER. IN NO EVENT, SHALL PROVIDER BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES, WHETHER BASED IN TORT OR CONTRACT, INCLUDING NEGLIGENCE, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, THE OPERATION OF EQUIPMENT AND/OR SERVICES, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS SECTION, THE PARTIES AGREE (A) THAT BECAUSE THE FEES**

**AND CHARGES PAYABLE UNDER THIS AGREEMENT BY CLIENT TO PROVIDER ARE BASED ON THE VALUE OF PROVIDER'S SERVICES AND UPON THE LIABILITY LIMITATIONS IN THIS SECTION 8, SUCH FEES AND CHARGES HAVE NO RELATION TO THE VALUE OF THE EQUIPMENT OR TO ANY OTHER EQUIPMENT OR ITEMS AT THE PREMISES, AND (B) THEREFORE THAT THE MAXIMUM LIABILITY OF PROVIDER HEREUNDER, FOR ANY DAMAGE OR LOSS, WHETHER TO PERSON, PROPERTY OR OTHERWISE, SHALL BE LIMITED TO THE AGGREGATE DOLLAR AMOUNT PAID BY CLIENT TO PROVIDER HEREUNDER.**

#### **11. ASSIGNMENT BY CLIENT**

This Agreement may not be assigned by the Client without the written consent of Provider. The Client acknowledges that the sale or transfer of the Client's premises or the System shall not relieve the Client of its duties and obligations under this Agreement unless Provider agrees to release the Client from such duties and obligations, which shall not be unreasonably withheld.

#### **12. ASSIGNMENT OR SUB-CONTRACTING BY PROVIDER**

Provider shall not assign this Contract or any part thereof, without the prior consent in writing of the County. If Provider does, with approval, assign this Contract or any part thereof, it shall require that its assignee be bound to it and to assume toward Provider all of the obligations and responsibilities that Provider has assumed toward the County.

#### **13. NO WAIVER**

Neither party's failure to insist upon strict adherence to any provision of this Agreement shall be construed as a waiver of its later right to insist on strict adherence to that same provision and to all other provisions of this Agreement. No waiver by either party of the other's breach of this Agreement shall constitute a waiver by such party of any subsequent breach.

#### **14. FORCE MAJEURE**

Provider assumes no liability for delay or for interruption of any services to be provided under or in connection with this Agreement due to strikes, riots, floods, storms, earthquakes, fire, power failures, insurrection, interruption or unavailability of electrical service, act of God, or for any other cause beyond the control of Provider, and will not be required to provide services to the Client while interruption of services due to any such cause may continue. Provider assumes no liability for delay of service due to non-cooperation of the Client or its agents in providing access to the area of its premises necessary to maintain or repair the System.

## **15. HEADINGS**

Section titles used in this Agreement are for reference only and are not to be construed as governing the construction of the provisions of this Agreement.

## **16. ENTIRE AGREEMENT; MODIFICATIONS; WAIVER**

This written Agreement is intended by the Parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings, or agreements of the Parties, written or oral, and shall constitute the sole terms or conditions of the sale of services. This Agreement can be modified only in writing, signed by the Parties or duly authorized agent. No Waiver of a breach of any term or condition shall be construed to be a waiver of any succeeding breach.

## **17. NOTICES**

All notices required to be given under this Agreement shall be addressed to AP Sound, Inc., Attention: President at the address provided above and to the Client at the address provided above, or such other addresses as either party may from time to time designate by written notice to the other. Notice shall be deemed to have been given of the date such notice has been mailed by certified mail, return receipt requested, with the United States Postal Service.

## **18. SEVERABILITY**

In the event any provision of this Agreement is determined by a court to be invalid the Parties agree that such invalidity shall not affect the remaining portions of this Agreement.

## **19. MANUFACTURER WARRANTIES**

Any component of the System that is or was at the time of initial installation the subject of a warranty by the manufacturer of that component ("Covered Equipment") shall remain subject to the manufacturer's warranty. Provider will cover labor and shipping cost to return the unit to the manufacturer and labor to reinstall the factory repaired item.

## **20. GOVERNING LAW; JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

## **21. COSTS AND EXPENSES; ATTORNEYS' FEES**

In the event any Party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting Party or the Party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other Party in enforcing or establishing its rights hereunder, including, without limitation, reasonable

attorneys' fees, whether suit be brought or not, and whether incurred in trial or appellate proceedings.

## **22. GUARANTEE**

The individual signing below hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of Client and that this Agreement is binding upon Client in accordance with its terms.

## **24. PUBLIC RECORDS**

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

**IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302N. WILSON ST. 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

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

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the provider does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Provider or keep and maintain public records required by the County to perform the service. If the provider transfers all public records to the public agency upon completion of the contract, the provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the provider keeps and maintains public records upon completion of the contract, the provider shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
5. The County reserves the right to immediately terminate this agreement for provider's failure to adhere to chapter 119, Florida Statutes regarding public records.

## **25. INSURANCE**

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

### **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days

prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. Okaloosa County Board of County Commissioners shall be listed as an Additional Insured by policy endorsement on all policies applicable to this agreement except Worker's Compensation. A waiver of subrogation is required on all policies

#### **BUSINESS AUTOMOBILE LIABILITY**

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

#### **COMMERCIAL GENERAL LIABILITY INSURANCE**

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



## **INSURANCE LIMITS OF LIABILITY**

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

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

## **NOTICE OF CLAIMS OR LITIGATION**

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

## **INDEMNIFICATION & HOLD HARMLESS**

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

## **CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County Board of County Commissioners, 302 N. Wilson St., Crestview, Florida, 32536.

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

## **GENERAL TERMS**

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

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

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

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

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

**EXCESS/UMBRELLA INSURANCE**

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

**26. Federal Requirements**

"B" J

J "c" The parties agree to comply with the Federal Regulations as set forth in Exhibit ~~"A"~~ and ~~"B"~~, which are expressly incorporated herein as part of the Agreement.

IN WITNESS, WHEREOF, the parties have executed this Agreement effective as of the day written above.

AP SOUND, LLC., DBA ALL PRO INTEGRATED SYSTEMS

OKALOOSA COUNTY BOARD OF OF COUNTY COMMISSIONERS

J By: [Signature]

By: Jeffrey A Hyde Digitally signed by Jeffrey A Hyde  
Date: 2022.10.06 13:52:06 -05'00'

Title: CONTRACT MGR.

Title: \_\_\_\_\_

Name: DAVID FANUGAO

Name: \_\_\_\_\_

Exhibit A

1698  
JF

Listing of System Equipment, (the "System") installed by Provider on Contract C09-~~1689~~-CAO between Provider and Client dated April 4, 2011, and is located at the address below, if not previously identified above (the "Premises"):

**Name:** Okaloosa County Courthouse Annex Extension  
**Address:** 1940 Lewis Turner Blvd.  
**City, State, Zip:** Fort Walton Beach, FL 32547

**Covered System Equipment:**

Item	Description	Quantity
PPA1-26	ADC PRO PATCH LITE AUDIO PANEL	1
MK HS STUDIO C	AKG CABLE FOR HSC 171	4
HSC171	AKG HEADSET - CLOSED BACK W/ CONDENSER MIC	12
MK HS XLR 5D	AKG HEADSET CABLE FOR CAMERAS, INTERCOM, 5-PIN XLRM	12
SUA1000RM1U	APC SMART-UPS 1000VA USB & SERIAL RM	8
193-8	ATLAS BAFFLE ENCLOSURE FOR VP161A-R8	13
FA95-6	ATLAS ENC 6 IN FA .113C	54
FA-TR6	ATLAS MTG RNG 6 IN FA TRIM	1
AT10-RM	ATLAS SOUND ATN 10W 3DB RM	7
FA720-6	ATLAS SOUND BAF 6 IN RN CRS FA 2-P WHT	57
VP161A-R8	ATLAS SOUND BAF V-P 8 IN SQ WHT	13
ATPLATE-052	ATLAS SOUND PNL AT REC 3.5H FLAT BLK	1
MS-20 B	ATLAS SOUND RN BSE ONLY 12" 8# EBY MS-20/E	2
C803AT87	ATLAS SPK 8 IN COAX T7/8W	13
FA42T-6MB	ATLAS STRAT2, MB ASSY FOR 6" HDW	52
AT10	ATLAS VC ATN 10W 3DB 1GNG SS	10
RPS-800S	AVTEQ VIDEO CONFERENCING CART	1
INSTREAMER100	BARIX IP MP3 ENCODER W/ SPDIF	6
AUDIAFLEX IP-2	BIAMP 2CH MIC/LINE INPUT CARD	30
AUDIA SOLO 8X8	BIAMP 8IN 8OUT DIG PROCESSOR	3
AUDIAFLEX CM	BIAMP AUDIA 24 IO BOX W/ COBRA	18
AUDIAFLEX OP-2E	BIAMP AUDIAFLEX 2-CHANNEL MIC/LINE OUT CARD	90
AUDIAFLEX TI-2	BIAMP AUDIAFLEX 2-CHANNEL POTS TELEPHONE INTERFACE CARD	6
LOGIC BOX	BIAMP CONTACT CL 20 I/O CONTRO	7
AEC-2HD	BIAMP ECHO CANCELING CARD	68
26DV	CANARE DIGITAL VIDEO PATCHBAY 700HM 2X26	1
CMA115	CHIEF CEILING PLATE 6", FLAT	1
LTM1U	CHIEF FUSION WALL MOUNT, LARGE, MICRO-ADJUSTABLE	1
RPA173	CHIEF PROJECTOR MOUNT CUSTOM RPA000, BLACK	1
FSB018BLK	CHIEF TABLE STAND FOR SMALL FLAT PANEL, BLACK	12
FTRV	CHIEF TILT WALL MOUNT FOR SMALL FLAT PANEL, UNIVERSAL	28

Item	Description	Quantity
CCH-03U	CORNING 3U RACK MOUNT ENCLOSURE	1
ST-COM	CRESTRON (2) RS232 PORT EXPANDER	3
CP2E	CRESTRON 2SERIES PROCESSOR	6
CRESNET-P-BK-SP500	CRESTRON CRESNET CABLE	2
QM-RMC	CRESTRON ETHERNET CONTROL SYS	2
CNPWS-75	CRESTRON EXT. 75W POWER SUPPLY	4
TPS-4000	CRESTRON ISYS 10.4" TILT TOUCHPANEL; INCLUDES TPS-IMPC AND 15 FT CABLE	6
MP-B10-B-T	CRESTRON MEDIA PRESENTATION BUTTON PANEL B10	2
PW-2420RU	CRESTRON POWER PACK, DESKTOP, 24VDC, 2A US/INTERNATIONAL	2
CNTBLOCK	CRESTRON TERMINAL BLOCK	2
CTS600	CROWN AMP CTS 2X300W @ 4 300W@ 70V	1
CTS4200	CROWN AMP CTS 4X260W @ 4 220W@ 70V	6
96383	DALITE CEILING TRIM KIT FOR MODEL C	1
82434	DALITE REMOTE CONTROL SYSTEM - IR, LOW VOLTAGE	1
79026	DALITE TENSIONED COSMOPOLITAN	1
CSV-955A	DATAPRO HDTV COMPONENT TO VGA CONVERTER	6
60-190-20	EXTRON IU 3.5" DEEP VERSATOOLS® RACK SHELF KIT	5
60-190-01	EXTRON IU 9.5" DEEP UNIVERSAL RACK SHELF KIT	6
60-891-02	EXTRON 1X8 VGA DISTRIBUTION AMPLIFIER	2
100-250-01-01	EXTRON 75 OHM BNC MALE CRIMP CONNECTORS FOR MHR CABLE, QTY 1	35
100-186-01-1	EXTRON BNC COMPRESS ENDS EACH	90
60-425-01	EXTRON EIGHT INPUT, TWO OUTPUT INTEGRATION SCALING MATRIX SWITCHER	6
22-103-03	EXTRON FIVE CONDUCTOR MHR - MHR CABLE PLENUM 1000' (300 M) SPOOL	25
22-103-01	EXTRON FIVE CONDUCTOR MHR - MINI HIGH RESOLUTION CABLE PLENUM BY FOOT	500
60-476-01	EXTRON HIGH RESOLUTION COMPUTER-TO-VIDEO SCAN CONVERTER	1
60-569-01	EXTRON IN1508 EIGHT INPUT SCALING PRESENTATION SWITCHER WITH PIP	1
100-186-01	EXTRON NICKEL PLATED BNC MALE COMPRESSION CONNECTORS FOR MHR	34
60-245-03	EXTRON SIX OUTPUT VGA DISTRIBUTION AMPLIFIER	6
60-297-11	EXTRON TWO INPUT, DUAL OUTPUT VGA AND STEREO AUDIO SWITCHER	6
26-531-02	EXTRON VGA TO 5-BNC MHR - MHR 15-PIN HD MALE TO 5-BNC FEMALE - 6' (1.8 M)	52
26-531-01	EXTRON VGA TO 5-BNC MHR - MHR 15-PIN HD MALE TO 5-BNC FEMALE - 6" (15 CM)	225
26-533-12	EXTRON VGA TO 5-BNC MHR - MHR 15-PIN HD MALE TO 5-BNC MALE - 3' (90 CM)	6
26-490-03	EXTRON VGA WITH AUDIO CABLE: 15-PIN HD MALE TO MALE MOLDED - 12' (3.6 M)	4
26-490-02	EXTRON VGA WITH AUDIO CABLE: 15-PIN HD MALE TO MALE MOLDED - 6' (1.8 M)	12
6301BEAV	POSTEX 10W POWERED MONITOR WITH SHIELDING	24
T3U-3-PT	FSR BLANK PLATE	12
T3U-3-6S	FSR PLATE FOR 6 KEYSTONE CONNECTORS	12
T3U-3R-BLK	FSR T3U-3 TABLE BOX W/ 4 AC OUTLETS, BLACK COVER	24
60103-12	HITACHI 12 STR FIBER 1K PLENUM	1
VGA-310	HOSA VGA CABLE 10FT	19
VGA-306	HOSA VGA CABLE 6FT	6

Item	Description	Quantity
NBN-302	HOSA VIDEO COUPLER BNC - BNC	35
CMR-215	HOSA Y CABLE 3.5MM TRS - RCA 15FT	6
CONTROL 24CT MICRO	JBL SPEAKER 70V 4" CEILING W/ TRANSFORMER	18
VP-400K	KRAMER DISTRIBUTION AMP 1:4 XGA DA W/ KR-ISP SIGNAL PROCESSING	8
VP-400N	KRAMER DISTRIBUTION AMP 1:4 XGA, DC COUPLED.	10
47LK520	LG 47" LCD HDTV 1080P/120HZ	7
55LD520C	LG TV 55" 1080P LCD	6
E-VGAM-5BNC-F-1	LIBERTY MOLDED VGAM-5BNC-F 1' BLK	4
E-VGAM-5BNC-F-3	LIBERTY MOLDED VGAM-5BNC-F 3' BLK	1
SGE2000	LINKSYS 24-PORT GIGABIT SWITCH	7
LA-350	LISTEN IR CHARGING/STORAGE STATION 8-UNIT	7
LA-364	LISTEN NIMH RECHARGEABLE BATTERY PACK FOR IR RECEIVERS	56
LA-326	LISTEN RACK MOUNT KIT UNIVERSAL	7
LR-42	LISTEN RECEIVER IR STETHOSCOPE 4CH	28
LA-140-GY	LISTEN STATIONARY IR RADIATOR - GREY	14
LT-82-01	LISTEN TRANSMITTER STATIONARY IR	13
PS660	LUMENS DOCUMENT CAMERA SXGA HDMI INPUTS	6
TSLA-WP-10	MG 70V WHITE 10 STEP VOL. CONT	14
PD-1220C-NS	MIDDLE ATLANTIC 12OUTLET 20AMP CIRCUIT STRIP FOR "N" POWER	9
QFAN	MIDDLE ATLANTIC 4 1/2 QUIET FAN	18
MW-4FT	MIDDLE ATLANTIC 4 1/2 FAN (4) TOP	9
WRK-44-27	MIDDLE ATLANTIC 44SP 27" DEEP REAR RACK DOOR	9
PFD-44	MIDDLE ATLANTIC 44SP PLEXI FRONT DOOR	9
FD-44	MIDDLE ATLANTIC 44SP SOLID FRONT DOOR BLK	7
CBS-WRK-27	MIDDLE ATLANTIC CASTER BASE 27"	9
SPN-44-267	MIDDLE ATLANTIC SIDE PANELS, FITS MRK-4426 & WRK-44-27, BLACK (PAIR)	9
VBK-WSA27	MIDDLE ATLANTIC VENT BLOCKER KIT FOR 27" DEEP WRK-SA	7
LCD175M-BK	NBC 17" FLAT PANEL MONITOR	58
NC3FX	NEUTRIK COMPACT FEMALE XLR	13
NC3MX	NEUTRIK COMPACT MALE 3 PIN XLR	39
NC3FXX-B	NEUTRIK FEMALE CABLE END XX SERIES 3-PIN, BLACK/GOLD	105
NC3FXX	NEUTRIK FEMALE CABLE END XX SERIES 3-PIN, NICKEL/SILVER	16
NC4FX-B	NEUTRIK FEMALE XLR INLINE, BLACK	6
NC4MX	NEUTRIK MALE CABLE END XLR 4-PIN, NICKEL/SILVER	6
NC3MXX-B	NEUTRIK MALE CABLE END XX SERIES 3-PIN, BLACK/GOLD	105
NP3C	NEUTRIK PHONE PLUG 1/4" STEREO, 3-POLE, NICKEL/SILVER	218
DVD-S48	PANASONIC DVD PLAYER	6
HDX 7000 PREMIER	POLYCOM HDX 7000 1YR SVC - USE "HDX 7000-720 KIT"	3
HDX 7000-1080	POLYCOM HDX 7000 SYSTEM - USE "HDX 7000-1080 KIT"	3
HP60	PRESONUS HEADPHONE AMP SIX-CHANNEL	6
001952	QUANTUM TECHNOLOGIES CUSTOM INTERPRETER'S BREAKOUT BOX	6
PTSW-025	RAXXESS SCREWS FOR RACKS STANDARD	8

Item	Description	Quantity
PTSW-050	RAXXESS SCREWS FOR RACKS STANDARD	3
UTS-1	RAXXESS SHELF 1 SPACE UTILITY	3
RGB 250-2/2	RGB SPECTRUM QUADVIEW 2+2 FOUR WINDOW DISPLAY PROCESSOR	1
XG-C435X-L	SHARP PROJECTOR 3-LCD, XGA, 4000 LUMENS	1
ULX1-J1	SHURE BODYPACK TRANSMITTER W/ MINIATURE 4-PIN CONNECTOR	3
ULX2/58-J1	SHURE HANDHELD TRANSMITTER WITH SM58 MICROPHONE	4
MX418/S	SHURE MIC 18" GOOSENECK SUPERCARDIOID CONDENSER	9
MX393/O	SHURE MIC BOUNDARY OMNI CONDENSER, 12' CABLE (TA3F TO XLR)	20
WA371	SHURE MIC CLIP FOR ALL HANDHELD TRANSMITTERS	3
MX412D/C	SHURE MIC DESKTOP 12" GOOSENECK CARDIOID CONDENSER	12
MX418D/C	SHURE MIC DESKTOP 18" GOOSENECK CARDIOID CONDENSER	36
WL185	SHURE MIC LAVALIER CARDIOID MICROFLEX FOR WIRELESS	3
MX202BP/C	SHURE MIC OVERHEAD CARDIOID MINI-CONDENSER,	10
MX202W/C	SHURE MIC OVERHEAD CARDIOID MINI-CONDENSER, WHITE W/ 30' XLR CABLE	16
UA505	SHURE MOUNTING BRACKET & BNC ADAPTER FOR REMOTE ANTENNA MOUNTING	6
UA506	SHURE RACK HARDWARE FOR SINGLE ULX RECEIVER	3
UA820J	SHURE RECEIVER ANTENNA 1/2 WAVE OMNI 578-638MHZ	4
WA555	SHURE SLEEVE FOR WIRELESS UT	3
UA400	SHURE UHF ANTENNA 774-862 MHZ FOR UC4, U4S, URD	4
ULXS4-J1	SHURE WIRELESS RECEIVER W/ POWER SUPPLY & ANTENNAS	3
MDR-V250V	SONY HEADPHONES - STUDIO MONITOR SERIES	12
KDL40EX400	SONY TV 40" LCD HDTV EX 400 1080P 2 USB PT SYNC 7	1
RC2-HDP-KCS	SOUND CONTROL MASTER KIT W/ RACK SHELF FOR EAGLE EYE HD & II	1
SX-1120-RT	SURGEX POWER CONDITIONER 1RU, 9 OUTLETS, 20A WITH REMOTE	8
35HDBAUSPKG	SWITCHCRAFT 1/8" PLUG STEREO SMALL CABLE MOUNT, BLACK BODY/GOLD PIN	20
AAA3FZPKG	SWITCHCRAFT CONNECTOR 3-PIN XLR FEMALE CABLE MOUNT, NICKEL METAL	45
AAA3MZPKG	SWITCHCRAFT CONNECTOR 3-PIN XLR MALE CABLE MOUNT, NICKEL METAL	25
3502APKG	SWITCHCRAFT RCA PLUG - CABLE MOUNT, NICKEL BODY	25
999-5100-000	VADDIO QUICK-CONNECT 4 VIDEO POWER & CONTROL WIRING CENTER	1
999-2704-000	VADDIO WALLVIEW 70 PTZ CAMERA SYSTEM	4
AVN210	VISIONARY SOLUTIONS MPEG-2 OVER IP RACK MOUNT ENCODER	1
25225B-1 BLACK	WEST PENN 2 COND 16 (19X29) BARE CMP, BLACK	1000
25224B-1	WEST PENN 2 COND. 18 (7X26) BARE CMP	9000
25291B-1	WEST PENN 2 COND. 22 (7X30) BARE SHLD CMP (GREY)	100000
CN-FS6BNCPL2	WEST PENN BNC COMPRESSION RG6	190
4245-1 BLUE	WEST PENN CAT 5 CMR 4 (BY FOOT)	500
254246-1	WEST PENN CAT6 PLENUM 24G 4 PAIR PER FOOT	9000
32-EZP	WEST PENN EZ RJ45 PLUG (BAG 50)	9
25806-1	WEST PENN RG-6 18 SOLID BARE CMP WHITE	17000
25806-1000	WEST PENN RG-6 18 SOLID BARE CMP WHITE 1000' SPOOL	8
XLFB18	WHIRLWIND CABLE - LONGFRAME, 1.5', BLACK, QUAD CABLE, MOLDED	1
CUSTOM-051011-001-DG	WHIRLWIND CUSTOM QUOTE 051011-001-DG	1

Item	Description	Quantity
CUSTOM-061411-001-DG	WHIRLWIND CUSTOM QUOTE 061411-001-DG VS3, VS4, V4 PLATES CLEAR ANNODIZED	1
CUSTOM-072011-001-DG	WHIRLWIND CUSTOM QUOTE 072011-001-DG	1
CUSTOM-072111-002-DG	WHIRLWIND CUSTOM QUOTE 072111-002-DG VS3, VS4	1
CUSTOM-080411-001-DG	WHIRLWIND CUSTOM QUOTE 080411-001-DG XLR PLATE & COMPUTER PLATE	1
CUSTOM-101711-002-DG	WHIRLWIND CUSTOM QUOTE 101711-002-DG 3G SS MIC/VIDEO INPUT PLATE	1

### COURTROOM 3B

Item	Description	Qty
CP3	Crestron 3-Series Control System	1
TSW-1052-TTK-B-S	Crestron Crestron 10.1" Touch Panel Black Smooth (DISCO: TSW-1060)	1
CTS1200	Crown Two-channel, 600W Power Amplifier (DISCO: )	1
UNKNOWN	Middle Atlantic Equipment Rack	1
UNKNOWN	Middle Atlantic 1RU Power panel	1
UPS-S1000R	Middle Atlantic Select Series UPS Backup power, 1RU, 1000VA	1
UNKNOWN	MISC Hanging Mic	2
Core 110F	QSC Unified Core Q-SYS software based DSP platform	1
CX204V	QSC 4-Channel 70V Power Amplifier	1
MX392/MX393	Shure Microflex Boundary Mic	1
MXW8-Z10	Shure Gooseneck Microphone Base Transmitter	8
MXWANI8	Shure Audio Network Interface	1
MXWAPT8	Shure 8-channel access point transceiver	1
MXWNCS8	Shure Networked Charging Station	2
Custom	Whirlwind 2G Wallplate (Touchpanel/Judge Mic/Sidebar Mic/Charge Station)	1
WIR TX925	Williams SoundPlus® 2-channel Infrared System	1



Exhibit "B"

**Title VI Clauses for Compliance with Nondiscrimination Requirements**

**Compliance with Nondiscrimination Requirements**

During the performance of this contract, the Provider, 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 has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

#### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910).

Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **E-VERIFY**

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
  - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
  - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
  - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
  - a. All new employees.
    - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - ii. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - iii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar

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

- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of:
  - i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
  - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
  - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
  - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or  
(ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

## EXHIBIT “C”

This Attachment is hereby incorporated by reference into the main *Contract*.

### FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS *CONTRACT*<sup>1</sup>

This *contract* is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Contractor* shall adhere to all grant conditions as set forth in the requirements of grant which have been provided to *Contractor*, 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 *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Contract*. The provisions in this exhibit are supplemental and in addition to all other provisions within the *Contract*. 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*, 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* 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.

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<sup>1</sup> 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 [*proposer/consultant/contractor*] to ensure it is aware of the correct thresholds are the time of a procurement submittal and contract.

**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.

**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 Contracts which may use federal grant funds. Requirement: 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 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* 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 *Contractors* 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:

**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*. *Contractor* 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 debarred 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 CFR 200.323 and 40 CFR Part 247):** Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *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..*

**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* 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* is in effect; (2) procuring a commercial sex act during the period of time that *this Contract* is in effect; or (3) using forced labor in the performance of the contracted services under *this contract*. *This 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*, 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), Amtrack and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposers submittal non-responsive.

**Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216):** Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *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 *Contractor* employees may apply to the Federal grant award dollars involved with *this 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 (FAPIIS)( 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 (FAPIIS) 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*].

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the DAVID FANUGAD on behalf of ALL PRO INTEGRATED SYSTEMS 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 made inquiries and further examination of the law and requirements as is necessary to comply.

DATE: OCTOBER 6, 2022 SIGNATURE: 

COMPANY: ALL PRO INTEGRATED SYSTEMS NAME: DAVID FANUGAD

ADDRESS: 806 BEVERLY PKWY TITLE: CONTRACT MGR.  
PENSACOLA, FL. 32505


EMAIL: FANUGAD @ ALL PRO SYSTEMS.COM

PHONE NO.: 850-432-5780

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate ALL PRO INTEGRATED SYSTEMS, 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: OCTOBER 6, 2022 SIGNATURE:   
COMPANY: ALL PRO INTEGRATED SYSTEMS NAME: DAVID FANUGAO  
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