

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02/18/2021

Contract/Lease Control #: C18-2725-TDD

Procurement#: ITB TDD 62-18

Contract/Lease Type: CONTRACT

Award To/Lessee: SYOTOS, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/31/2018

Expiration Date: 08/30/2022 W/1 1 YR RENEWAL

Description of: SECURITY SERVICES FOR THE ECCC

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

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

Closed:

Cc: BCC RECORDS



THOMPSON INS GRP FL  
PO BOX 716  
OAKLAND, FL 34760  
1-407-469-2107



**Policy number: 03240820-0**

Underwritten by:  
PROGRESSIVE EXPRESS INS COMPANY  
June 11, 2021  
Page 1 of 2

## Certificate of Insurance

### Certificate Holder

OKALOOSA COUNTY BOARD OF COUNTY COM  
1250 EGLIN PARKWAY  
SHALAMAR, FL 32579

### Insured

SYOTOS LLC  
6066 WALK ALONG WAY  
CRESTVIEW, FL 32536

### Agent/Surplus Lines Broker

THOMPSON INS GRP FL  
PO BOX 716  
OAKLAND, FL 34760

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Feb 4, 2021

Policy Expiration Date: Feb 4, 2022

### Insurance coverage(s)

### Limits

BODILY INJURY/PROPERTY DAMAGE	\$1,000,000 COMBINED SINGLE LIMIT
UNINSURED MOTORIST	\$100,000 CSL NON-STACKED
PERSONAL INJURY PROTECTION	\$10,000 W/\$0 DED - NAMED INSD & RELATIVE
MOTOR TRUCKING CARGO	\$250,000 W/\$2,500 DED

### Description of Location/Vehicles/Special Items

#### Scheduled autos only

2014 FRHT 16M 3ALACWDT3EDFV414Z

MEDICAL PAYMENTS	\$2,000	Stated Amount	\$40,000
COMPREHENSIVE	\$1,000 DED		
COLLISION	\$2,500 DED		
DOWNTIME	\$175 PER DAY (\$5,250 MAX)		

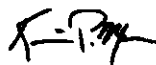
**Policy number: 03240820-0**

Page 2 of 2

**Certificate number**

16221NET820

**Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.**

A handwritten signature in black ink, appearing to be "J. P. [unclear]".

Form 5241 (10/02)

**AMENDMENT NO. 3 TO CONTRACT FOR  
SECURITY SERVICES FOR CONVENTION CENTER**

**CONTRACT # C18-2725-TDD**

This Amendment No. 3 hereby amends the Contract effective August 31, 2018, by and between Okaloosa County, Florida ("County") and Syotos, LLC ("Contractor"), also known as County Contract No. C18-2725-TDD.

WITNESSETH:

**WHEREAS**, both parties desire to amend contract to include services for opening and closing of park gates and restrooms.

**NOW THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend the Contract as follows:

1. This Contract is hereby amended to include services for opening and closing of park gates and restrooms.
2. This Amendment No. 3 shall be effective upon execution by the County.
3. All other provisions of Contract # C18-2725-TDD shall remain in full force and effect throughout the duration of this amendment.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the last date herein written below.

**SYOTOS, LLC**

Trei A. McMullen  
Trei A. McMullen, President/CEO

Date: 07/07/21

**OKALOOSA COUNTY, FLORIDA**

Jeffrey A. Hyde  
Jeff Hyde, Purchasing Manager

Date: 07/09/21

CONTRACT#: C18-2725-TDD  
SYOTOS, LLC  
SECURITY SERVICES FOR ECCC  
EXPIRES: 08/30/2022 W/1 1 YR RENEWAL

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

Procurement/Contract/Lease Number: C18-2725-TPP Tracking Number: 4364-21  
Procurement/Contractor/Lessee Name: Syotos Grant Funded: YES \_\_\_ NO X  
Purpose: Amendment  
Date/Term: 8-30-2022  
Department #: 1173  
Account #: 534200  
Amount: 24.00 per hour  
Department: TRP Dept. Monitor Name: Adams

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: 7-7-21  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

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

Approved as written: no federal fees Grant Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Grants Coordinator \_\_\_\_\_

**Risk Management Review**

Approved as written: see email attached Date: 7-7-21  
Risk Manager or designee Lisa Price

**County Attorney Review**

Approved as written: see email attached Date: 7-8-21  
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

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

**IT Review (if applicable)**

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

**DeRita Mason**

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**From:** Lisa Price  
**Sent:** Wednesday, July 7, 2021 3:01 PM  
**To:** DeRita Mason  
**Subject:** RE: Syotos Amendment 3 to add Parks and Restrooms

This is approved by Risk for insurance purposes.

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



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

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

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

**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Wednesday, July 7, 2021 2:32 PM  
**To:** Kerry Parsons <kparsons@myokaloosa.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>  
**Subject:** FW: Syotos Amendment 3 to add Parks and Restrooms

Good afternoon,  
Please review and approve.  
Thank you,

## DeRita Mason

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**From:** Kerry Parsons  
**Sent:** Thursday, July 8, 2021 10:25 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Lisa Price  
**Subject:** Re: Syotos Amendment 3 to add Parks and Restrooms

This is approved for legal purposes.

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

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**From:** DeRita Mason  
**Sent:** Wednesday, July 7, 2021 2:32:18 PM  
**To:** Kerry Parsons  
**Cc:** Lynn Hoshihara; Lisa Price  
**Subject:** FW: Syotos Amendment 3 to add Parks and Restrooms

Good afternoon,  
Please review and approve.  
Thank you,

DeRita Mason



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

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



**RENEWAL & AMENDMENT NO. 2 TO CONTRACT FOR  
SECURITY SERVICES FOR CONVENTION CENTER**

**CONTRACT # C18-2725-TDD**

This Renewal and Amendment No. 2 hereby renews and amends the Contract effective August 31, 2018, by and between Okaloosa County, Florida ("County") and Syotos, LLC ("Contractor"), also known as County Contract No. C18-2725-TDD.

WITNESSETH:


**WHEREAS**, both parties desire to amend the pricing for security services to attract workers.

**NOW THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend the Contract as follows:

1. The Contract is hereby amended to an hourly rate of \$24.00 to contractor (\$15.00 remitted to the worker) and an overtime/holiday rate of \$30.00 to contractor (\$22.50 remitted to the worker).
2. This Amendment No. 2 shall be effective upon execution by the County.
3. All other provisions of Contract # C18-2725-TDD shall remain in full force and effect throughout the duration of this renewal and amendment.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the last date herein written below.

**SYOTOS, LLC**

  
Trei A. McMullen, President/CEO

Date: 26 April 2021

**OKALOOSA COUNTY, FLORIDA**

  
Jeff Hyde, Purchasing Manager

Date: 05/03/2021

CONTRACT#: C18-2725-TDD  
SYOTOS, LLC  
SECURITY SERVICES FOR ECCC  
EXPIRES: 08/30/2022 W/1 1 YR RENEWAL

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

Procurement/Contract/Lease Number: C18-7725-T00 Tracking Number: 4297-21  
Procurement/Contractor/Lessee Name: Syotos Grant Funded: YES \_\_\_ NO X  
Purpose: amendment # 2  
Date/Term: 8-30-22 w/ 1 yr renewal 1.  GREATER THAN \$100,000  
Department #: 1173 2.  GREATER THAN \$50,000  
Account #: 534200 3.  \$50,000 OR LESS  
Amount: 24.00 per hour  
Department: T00 Dept. Monitor Name: Adams

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 4-29-21  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

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

Approved as written: no federal bids Grant Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Grants Coordinator \_\_\_\_\_

**Risk Management Review**

Approved as written: see email attached Date: 4-19-21  
Risk Manager or designee Lisa Price

**County Attorney Review**

Approved as written: see email attached Date: 4-1-21  
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

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

**IT Review (if applicable)**

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

## DeRita Mason

---

**From:** Lisa Price  
**Sent:** Monday, April 19, 2021 8:14 AM  
**To:** DeRita Mason  
**Subject:** RE: Syotos amendment 2

The insurance is okay on the contract, however I am not seeing a COI that has Workers compensation insurance. We need a COI with proof of WC.

Thanks,

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



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

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

*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:** Monday, April 19, 2021 7:41 AM  
**To:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Subject:** FW: Syotos amendment 2

Good morning,  
Please review and approve the attached.

Thank you,

DeRita Mason

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Tuesday, April 20, 2021 5:13 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Lisa Price  
**Subject:** RE: Syotos amendment 2

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:** Monday, April 19, 2021 8:41 AM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>  
**Subject:** FW: Syotos amendment 2

Good morning,  
Please review and approve the attached.

Thank you,

DeRita Mason



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

# CERTIFICATE OF LIABILITY INSURANCE

Date  
3/11/2021

<b>Producer:</b> Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562	This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.	
<b>Insured:</b> South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691	Insurers Affording Coverage	NAIC #
	Insurer A: Lion Insurance Company	11075
	Insurer B:	
	Insurer C:	
	Insurer D:	

**Coverages**  
 The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <hr/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence	\$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident)	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence	
A		<b>Workers Compensation and Employers' Liability</b> Any proprietor/partner/executive officer/member excluded? <b>NO</b> If Yes, describe under special provisions below.	WC 71949	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> WC Statutory Limits <input type="checkbox"/> OTH-ER	E.L. Each Accident \$1,000,000 E.L. Disease - Ea Employee \$1,000,000 E.L. Disease - Policy Limits \$1,000,000

**Other**      **Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**

**Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:** Client ID: 98-66-639  
 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":  
**Syotos LLC**  
 Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.  
 Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.  
 A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com  
**Project Name:**  
 ISSUE 03-11-21 (KLT)

**Begin Date: 6/18/2020**

<b>CERTIFICATE HOLDER</b> OMEGA INSURANCE  1820 E. EDGEWOOD DRIVE LAKELAND, FL 33803	<b>CANCELLATION</b> Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/25/2021

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

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

<b>PRODUCER</b> Thompson Insurance Group of America, Inc. PO Box 716 Oakland FL 34760	<b>CONTACT NAME:</b> PHONE (A/C No., Ext): (407) 469-2107 FAX (A/C No.): (888) 446-2009 E-MAIL ADDRESS: info@thompsoninsgroup.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Ategrity Specialty Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Ategrity Specialty Insurance Company		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A:	Ategrity Specialty Insurance Company																				
INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
<b>INSURED</b> Syotos, LLC 6066 Walk Along Way Crestview FL 32536																					

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			01-C-PK-Q20061155533	06/11/20	06/11/21	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ Excluded
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT - (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

The Certificate Holder is included as additional insured as required by written contract that as been executed prior to a loss.

\*See other for Worker's Comp

CONTRACT#: C18-2725-TDD  
 SYOTOS, LLC  
 SECURITY SERVICIES FOR THE ECCC  
 EXPIRES: 08/30/2022 W/1 1 YR RENEWAL

**CERTIFICATE HOLDER****CANCEL**

Okaloosa County Board of County Commissioners  
 5479-A Old Bethel Road  
 Crestview, FL. 32536

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Vannia J. Thompson* <VxT>

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

Procurement/Contract/Lease Number: C18-2725-TOP Tracking Number: 4239-21  
Procurement/Contractor/Lessee Name: Syotos Grant Funded: YES \_\_\_ NO X  
Purpose: Renewal/amendment #1  
Date/Term: 8-30-22 1.  GREATER THAN \$100,000  
Department #: 1173 2.  GREATER THAN \$50,000  
Account #: 534200 3.  \$50,000 OR LESS  
Amount: under 151C  
Department: DDN Dept. Monitor Name: adams

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 2-16-2021  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

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

Approved as written: NO Grant Name: \_\_\_\_\_  
federal funds Date: \_\_\_\_\_  
Grants Coordinator

**Risk Management Review**

Approved as written: see email attached Date: 2-16-2021  
Risk Manager or designee Lisa Price

**County Attorney Review**

Approved as written: see email attached Date: 2-17-2021  
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

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

**IT Review (if applicable)**

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

## DeRita Mason

---

**From:** Lisa Price  
**Sent:** Tuesday, February 16, 2021 4:25 PM  
**To:** DeRita Mason  
**Subject:** RE: Renewal/ Amendment for Coordination

Approved by Risk.

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



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

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

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---

**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Tuesday, February 16, 2021 4:04 PM  
**To:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Subject:** FW: Renewal/ Amendment for Coordination

Good afternoon,

Please review and approve the attached.

Thank you,

DeRita Mason



## DeRita Mason

---

**From:** Lynn Hoshihara  
**Sent:** Wednesday, February 17, 2021 1:19 PM  
**To:** DeRita Mason; 'Parsons, Kerry'  
**Cc:** Lisa Price  
**Subject:** Re: Renewal/ Amendment for Coordination

This is approved as to legal sufficiency.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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

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**From:** DeRita Mason  
**Sent:** Tuesday, February 16, 2021 5:03:35 PM  
**To:** 'Parsons, Kerry'  
**Cc:** Lynn Hoshihara; Lisa Price  
**Subject:** FW: Renewal/ Amendment for Coordination

Good afternoon,

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason, CPPB  
Senior Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmaison@myokaloosa.com](mailto:dmaison@myokaloosa.com)

**RENEWAL & AMENDMENT NO. 1 TO CONTRACT FOR  
SECURITY SERVICES FOR CONVENTION CENTER**

**CONTRACT # C18-2725-TDD**

This Renewal and Amendment No. 1 hereby renews and amends the Contract effective August 31, 2018, by and between Okaloosa County, Florida ("County") and Syotos, LLC ("Contractor"), also known as County Contract No. C18-2725-TDD.

**WITNESSETH:**

**WHEREAS**, the initial term of the Contract expires on August 30, 2021, and provides for two, one-year renewal options; and

**WHEREAS**, both parties desire to exercise the first renewal option; and

**WHEREAS**, both parties desire to amend the pricing for security services; and

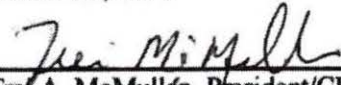
**WHEREAS**, both parties desire to add pricing for Contractor's Security "D" Class Course.

**NOW THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend the Contract as follows:

1. The Contract is hereby renewed for one year through August 30, 2022.
2. The Contract is hereby amended to an hourly rate of \$20.00 and an overtime/holiday rate of \$26.00, and to include Security "D" Class Course at a rate of \$250.00.
3. This Renewal and Amendment No. 1 shall be effective upon execution by the County.
4. All other provisions of Contract # C18-2725-TDD shall remain in full force and effect throughout the duration of this renewal and amendment.

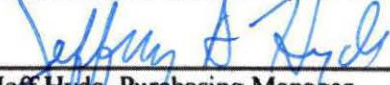
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the last date herein written below.

**SYOTOS, LLC**

  
\_\_\_\_\_  
Tref A. McMullen, President/CEO

Date: 17 Feb 2021

**OKALOOSA COUNTY, FLORIDA**

  
\_\_\_\_\_  
Jeff Hyde, Purchasing Manager

Date: 02/18/2021

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09-4-2018

Contract/Lease Control #: C17-2725-TDD

Procurement#: ITB TDD 62-18

Contract/Lease Type: CONTRACT

Award To/Lessee: SYOTOS, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/31/2018

Expiration Date: 08/30/2021 W/2 1 YR RENEWALS

Description of Contract/Lease: SECURITY SERVICES FOR THE ECCC

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

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

Closed:

Cc: Finance Department Contracts & Grants Office



PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: TBD 10218 Tracking Number: 3102-18  
Procurement/Contractor/Lessee Name: Syotos, LLC Grant Funded: YES \_\_\_ NO X  
Purpose: contract for security services @ ECCC  
Date/Term: 3 yrs w/ 2 1yr renewals 1.  GREATER THAN \$100,000  
Amount: based on usage 2.  GREATER THAN \$50,000  
Department: T00 3.  \$50,000 OR LESS  
Dept. Monitor Name: Adams

**Purchasing Review**  
Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 8-25-18  
Purchasing Manager or designee Jeff Hyde, DeRita Mason

**2CFR Compliance Review (if required)**  
Approved as written: no federal funds  
Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**  
Approved as written:  
Krystal King Date: 8-29-18  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**  
Approved as written: see email attached  
Date: 8-30-18  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:  
**Clerk Finance**  
Document has been received:  
Date: \_\_\_\_\_  
Finance Manager or designee

## DeRita Mason

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Thursday, August 30, 2018 10:03 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: Syotos, LLC Draft Contract  
**Attachments:** syotos draft contract.docx

Minor revision attached. I do not need to see this draft contract again, it is approved for legal purposes.

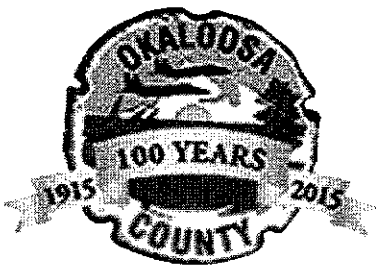
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**From:** DeRita Mason [mailto:dmason@myokaloosa.com]  
**Sent:** Tuesday, August 28, 2018 10:37 AM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** Syotos, LLC Draft Contract

Please review and approve.

Thank you,

DeRita



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



# Board of County Commissioners Purchasing Department

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State of Florida

Date: August 17, 2018

OKALOOSA COUNTY PURCHASING DEPARTMENT  
NOTICE OF INTENT TO AWARD  
ITB TDD 62-18  
Security Services for Emerald Coast Convention Center

The Tourist Development Department would like to thank all businesses which submitted responses to the Security Services for Emerald Coast Convention Center. (ITB TDD 62-18)

After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

**SYOTOS, LLC**  
**6066 WALK ALONG LN**  
**CRESTVIEW, FL 32536**

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 30 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 30.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Sincerely,

  
Jeffrey Hyde  
Purchasing Manager

**A NEW WAY TO SIGN IN** - If you already have a SAM account, use your **SAM email** for login.gov.

[Log In](#)  
[Login.gov FAQs](#)

ALERT - June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements.

# Search Results

## Quick Search Results

Your search returned the following results...

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

Entity	<b>SYOTOS LLC</b>	Status: <b>Active</b>
DUNS: <b>080769126</b>	CAGE Code: <b>7WMW6</b>	<a href="#">View Details</a>
Has Active Exclusion?: <b>No</b>	DoDAAC:	
Expiration Date: <b>05/18/2019</b>	Debt Subject to Offset? <b>No</b>	
Purpose of Registration: <b>All Awards</b>		



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

IBM v1.P.18.20180820-1228  
WWW8

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



**CONTRACT  
For ITB TDD 62-18**

**Security Services for the Emerald Coast Convention Center**

This Contract executed and entered into this 31<sup>st</sup> day of August, 2018, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address is 1250 N. Eglin Parkway, Shalimar, Florida 32579, and Syotos, LLC (hereinafter the "Contractor"), a Florida Limited Liability Company, whose principal address is 6066 Walk Along Way, Crestview, FL 32536, and states as follows:

**WITNESSETH:**

**WHEREAS**, the County through an Invitation to Bids has solicited for **Security Services for the Emerald Coast Convention Center**; and

**WHEREAS**, after due review of all bids, Syotos, LLC has been selected for the **Security Services for the Emerald Coast Convention Center**; and

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

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

**NOW, THEREFORE**, the parties hereto agree as follows:

**I. Incorporation of Documents**

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

1. Exhibit "A", Invitation to Bid & Respondent's Acknowledgment/Contractor's Submittal, **ITB TDD 62-18, Security Services for the Emerald Coast Convention Center** date of opening August 8, 2018 and any addendums thereto.
2. Exhibit "B", Federal Regulations, attached hereto and made a part of the contract.

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

**II. Scope of Work**

The Contractor will provide **Security Services for the Emerald Coast Convention Center** as further outlined in the attached Exhibit "A". Any changes to the Contract shall be by a contract amendment, which must be agreed to in writing and fully executed by both parties.

**III. Payment**

The Contractor will be paid for the services provided in accordance with the terms and conditions of this contract and attached Exhibit "A" (Bid Sheet).

#### **IV. Invoice Requirements**

The Contractor shall request payment through submission of a properly completed invoice. County shall make payments within thirty (30) days of invoice date.

In the event a portion of an invoice submitted to the County for payment to the Contractor, as specified above, is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice will be processed for payment without regard to that portion which is in dispute.

#### **V. Duration of Contract and Termination of the Contract**

The Contract will be effective when all parties have signed and will run for three (3) years with the option for two (2) one (1) year renewals upon written agreement by both parties.

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

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

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

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

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

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

## **VI. Remedies**

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

## **VII. Intent of Contract Documents**

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

## **VIII. Investigation**

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

## **VIX. Notice**

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

### **The authorized representatives of the County shall be:**

Jennifer Adams, Department Director  
1540 Miracle Strip Pkwy SE  
Fort Walton Beach, Florida, 32548  
Phone: 850-651-7131  
Email: [jadams@myokaloosa.com](mailto:jadams@myokaloosa.com)

**The authorized representative for Syotos, LLC shall be:**

Trei A. McMullen, President/CEO  
6066 Walk Along Way  
Crestview, FL 32536  
Phone: 440-812-0760  
Email: [trei.mumullen@syotosllc.com](mailto:trei.mumullen@syotosllc.com)

**Courtesy copy to:**

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

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

**X. Governing Law & Venue**

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

**XI. Public Records**

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@co.okaloosa.fl.us](mailto:riskinfo@co.okaloosa.fl.us).**

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

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

If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

### **XIII. Audit**

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

### **XIV. Assignment**

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

### **XV. Entire Contract & Waivers**

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

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

### **XVI. Severability**

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

### **XVII. Independent Contractor**

Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

### **XVIII. Third Party Beneficiaries**

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

### **XVIX. Indemnification and Hold Harmless**

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

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

### **XX. Representation of Authority to Contractor/Signatory**

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

### **XXI. Subcontracting**

Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into, and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

### **XXII. Insurance**

#### **CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.

3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Contractor.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Contractor, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Contractor to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
10. All insurance policies shall include a clause to provide 30 days written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of 10 day notice for cancellation due to non-payment of premium. Such notice shall be given directly to the County Representative.

#### **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. Such insurance shall comply with the Florida Workers' Compensation Law.

3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

**BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE**

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

**LIMITS OF LIABILITY**

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

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4. Personal and Advertising Injury	\$1M 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**

To the fullest extent permitted by law, 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.

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

## **CERTIFICATE OF INSURANCE**

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

## **GENERAL TERMS**

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

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

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

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

### **UMBRELLA INSURANCE**

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

### **XXIII. Taxes and Assessments**

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

### **XXIV. Compliance with Laws**

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Work, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

### **XXV. Federal Regulations**

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

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

**SYOTOS, LLC**

**OKALOOSA COUNTY, FLORIDA**

Trei McMullen  
Printed Name/Title

  
John ~~W.~~ Hofstad, County Administrator

Trei McMullen  
Signature

Date: 8/31/18

30 Aug 2018  
Date:

## Exhibit "B"

### Title VI Clauses for Compliance with Nondiscrimination Requirements

#### Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

## **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority

populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

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

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

### **E-VERIFY**

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
  - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
  - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,

- c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
- a. All new employees.
    - 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
    - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
      - ii. 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, 2986 (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 "A"

## INVITATION TO BID (ITB) & RESPONDENT'S ACKNOWLEDGEMENT

**ITB TITLE:**

Security Services for the Emerald Coast Convention Center

**ITB NUMBER:**

ITB TDD 62-18

**ISSUE DATE:**

July 9, 2018 12:00 P.M. cst

**LAST DAY FOR QUESTIONS:**

July 30, 2018 4:00 P.M. cst

**ITB OPENING DATE & TIME:**

August 8, 2018 4:00 P.M. cst

**NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.**

Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this ITB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received by the Okaloosa County Clerk of Court by the "ITB Opening Date & Time" referenced above. The official clock for the purpose of receiving bids is located in the Clerk of Court, Brackin Building Conference & Training Room, #305 located at 302 N. Wilson St, Crestview, FL 32536. All envelopes containing sealed bids must reference the "ITB Title", "ITB Number" and the "ITB Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

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

COMPANY NAME SYOTOS LLC

MAILING ADDRESS 6066 Walk Along Ln

CITY, STATE, ZIP Crestview, Florida 32536

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 47-4576271

TELEPHONE NUMBER: 440-812-0760 EXT: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: trei.mcmullen@svotosllc.com

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

AUTHORIZED SIGNATURE: Trei McMullen TYPED OR PRINTED NAME Trei A. McMullen

TITLE: President/CEO DATE 08 Aug 2018

## NOTICE TO RESPONDENTS ITB TDD 62-18

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **4:00 p.m. (CST) August 8<sup>th</sup>, 2018**, for **Security Services for the Emerald Coast Convention Center**.

Interested respondents desiring consideration shall provide one (1) original and two (2) copies (total of 3) of their Invitation to Bids (ITB) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

**All originals must have original signatures in blue ink.** Bid documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <http://www.floridabidsystem.com/Bids/ViewOpenSolicitations.asp>

At **4:00 p.m. (CST), August 8<sup>th</sup>, 2018**, all bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the Respondent's name and "**Security Services for the Emerald Coast Convention Center.**" The County will consider all bids properly submitted at its scheduled bid opening in the **Conference & Training Room #305 – (old First National Bank Bldg.)** located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted prior to bid opening by being delivered in person or by mail to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview, FL 32536.

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

The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting Agreement that is in its best interest and its decision shall be final.

Any Respondent failing to mark outside of the envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

**Security Services for the Emerald Coast Convention Center**

Clerk of Circuit Court  
Attn: BCC Records  
Newman C. Brackin Bldg.  
302 N. Wilson St. #203  
Crestview FL 32536

---

Jeffrey Hyde  
Purchasing Manager

---

Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

Graham W. Fountain  
Chairman

# **BID REQUIREMENTS**

**BID #: ITB TDD 62-18**

**BID ITEM: Security Services for the Emerald Coast Convention Center**

## **SCOPE OF WORK:**

To provide unarmed, uniformed security officers to augment the Emerald Coast Convention Center (ECCC) security staff on an as-needed basis for events.

## **SPECIFICATIONS:**

### **Security officers must be able to:**

1. Report to the ECCC on an as-needed basis for events, upon receipt of one-week advance notice.
2. Arrive at the designated post at the prescribed time and remain for the shift duration arranged in advance.
3. Maintain a presence by performing the assigned task for the duration of the shift. Sample activities may include crowd control, traffic control, foot patrols, dock master, and other security related duties.
4. Agree to support and enforce any relevant policies as directed by ECCC security staff.
5. Notify the Okaloosa County Sheriff's Office if a situation is beyond the officer's safety capability.
6. Wear the uniform of the security company.

### **Security Company must be able to:**

1. Assign security officers to ECCC on an as-needed basis for events, upon receipt of one-week advance notice
2. Be currently listed and in good standing with the Florida Department of Agriculture Licensing Division and provide proof of licensing.
3. Be currently insured and provide proof of general liability of at least \$1,000,000.
4. Furnish each officer with a means of communication.
5. Furnish each officer working night shift with a flashlight.
6. Invoice in sufficient detail for proper verification of hours billed (e.g. officer name, event, date, start/end times, tasks performed, hourly rate)

### **Please provide the following information in the quote:**

1. Hourly regular rate
2. Hourly overtime rate, if different (if applicable, indicate when overtime becomes effective)
3. Holiday Pay (if applicable, indicate rate and when effective)
4. Minimum number of hours billed, if applicable
5. Unpaid break requirements, if applicable
6. Any other charges, if applicable

**TERM** –The contract will be for three (3) years with the option for two (2) one (1) year renewals. **The County reserves the right to award the contract to multiple vendors.**

**PAYMENT** – The contractor shall be paid upon receipt of services and submission of invoice, through the requesting department to the Okaloosa County Board of County Commissioners, Finance Office, 302 N Wilson St, Suite #203, Crestview, FL 32536 for the prices stipulated herein for services offered and accepted. All invoices must show the County contract number.

**INFORMATION** – Questions about this ITB shall be directed to DeRita Mason, Purchasing department, [dmason@myokaloosa.com](mailto:dmason@myokaloosa.com). Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all bidders. Verbal information obtained otherwise will not be considered in awarding of bids.

## **GENERAL SERVICES INSURANCE REQUIREMENTS**

REVISED: 02/8/2018

### **CONTRACTORS INSURANCE**

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

### **WORKERS' COMPENSATION INSURANCE**

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.

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.

No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation

insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

### **BUSINESS AUTOMOBILE LIABILITY**

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

### **COMMERCIAL GENERAL LIABILITY INSURANCE**

The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.

All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

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

Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

### **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. Worker's Compensation	
1. State	Statutory
2. Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1M each occurrence (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations

4. Personal and Advertising Injury

\$1M 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.

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

#### **CERTIFICATE OF INSURANCE**

Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.

The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium).

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.

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.

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.

All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject any deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).

All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as

Additional Insured.

In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

## **GENERAL TERMS**

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

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

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

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

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

## **UMBRELLA INSURANCE**

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



## **GENERAL BID CONDITIONS**

### **PRE-BID ACTIVITY -**

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Email: [dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)  
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference ITB & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to and the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/current-solicitations> and the Bidnet website at <https://www.bidnetdirect.com/florida>.

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

**PREPARATION OF BID** – The bid form is included with the bid documents. Additional copies may be obtained from the County. The respondent shall submit bids in accordance with the public notice.

All blanks in the bid documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Bid", "No Change", or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any bid which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids may be rejected.

A bid submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A bid submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A bid submitted by an individual shall show the respondent's name and official address.

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature.

It is preferred that all signatures be in blue ink with the names type or printed below the signature. Okaloosa County does not accept electronic signatures.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

**INTEGRITY OF BID DOCUMENTS** - Respondents shall use the original Bid documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wish to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.

**SUBMITTAL OF BID** – A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the bid is submitted), the name and address of the respondent, and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

**Note: Crestview is not a next day delivery site for overnight carriers.**

**MODIFICATION & WITHDRAWAL OF BID** - A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids.

If within 24 hours after bids are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its bid, that respondent may withdraw its bid, and the bid security may be returned. Thereafter, if the work is rebid, that respondent will be disqualified from 1) further bidding on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

**BIDS TO REMAIN SUBJECT TO ACCEPTANCE** – All bids will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.

**IDENTICAL TIE BIDS** -- In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.

**CONDITIONAL & INCOMPLETE BIDS** - Okaloosa County specifically reserves the right to reject any conditional bid and bids which make it impossible to determine the true amount of the bid.

**PRICING** – The bid price shall include all equipment, labor, materials, freight, taxes etc. Okaloosa County reserves the right to select that bid most responsive to our needs.

**ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.

**SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.

**APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

**DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:

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

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

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

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

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

Default under previous contract.

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

## **AWARD OF BID**

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

The County will award the bid to the responsive and responsible vendor(s) with the lowest responsive bid(s), and the County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

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

Okaloosa County specifically reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately and no attempt is to be made to tie any item or items to any other item or items.

**PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.

**DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their bids the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

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

**REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

**INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

**CONE OF SILENCE CLAUSE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**Cone of Silence Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

All communications shall be directed to the Purchasing Department.

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

**REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

**COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

**PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

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

**SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

**FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.

**AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract.

**EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

**NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

**UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

**Title VI Solicitation Notice:**

The **Okaloosa County Board of County Commissioners**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**The following documents shall be submitted with the bid packet:**

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence Form
- E. Recycled Content Form
- F. Indemnification and Hold Harmless
- G. Prohibition to Lobbying
- H. Company Data
- I. System of Awards Management
- J. Addendum Acknowledgement
- K. Bid Sheet
- L. Anti-Collusion Statement

## DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE: 08 Aug 2018

COMPANY: SYOTOS LLC

ADDRESS: 6066 Walk Along Way  
Crestview, Fl 32536

PHONE NO.: (440) 812-0760

SIGNATURE: 

NAME: Trei A. McMullen  
(Typed or Printed)

TITLE: President/CEO

E-MAIL: trei.mcmullen@syotosllc.com

## CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES, \_\_\_\_\_

NO X \_\_\_\_\_

NAME(S)

POSITION(S)

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FIRM NAME: SYOTOS LLC

BY (PRINTED): Trei A. McMullen

BY (SIGNATURE): 

TITLE: President/CEO

ADDRESS: 6066 Walk Along Way  
Crestview, Fl 32536

PHONE NO. 440-812-0760

E-MAIL Trei A. McMullen

DATE 08 Aug 2018





## FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE: 08 Aug 2018

SIGNATURE: Trei A. McMullen

COMPANY: SYOTOS LLC

NAME: Trei A. McMullen

ADDRESS: 6066 Walk Along Way  
Crestview, Florida 32356

TITLE: President/CEO

E-MAIL: trei.mcmullen@syotosllc.com

PHONE NO.: (440)812-0760

## CONE OF SILENCE CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**Cone of Silence**) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their subconsultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff..

The period commences from the time of advertisement until contract award.

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

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

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

I Joe Mitchell representing SYOTOS LLC  
Signature Company Name

On this 8<sup>th</sup> day of August 2018 hereby agree to abide by the County's "**Cone of Silence Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.



## RECYCLED CONTENT FORM

### RECYCLED CONTENT INFORMATION

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

Product Description: \_\_\_\_\_

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

Yes \_\_\_\_\_ No  \_\_\_\_\_

Specify: \_\_\_\_\_

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

Yes \_\_\_\_\_ No  \_\_\_\_\_

Specify: \_\_\_\_\_

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

Name of Respondent: Trei McMullen

E-Mail: trei.mcmullen@syotosllc.com

## INDEMNIFICATION AND HOLD HARMLESS

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

SYOTOS LLC

Respondent's Company Name

6066 Walk Along Way, Crestview, Florida 32536

Physical Address

6066 Walk Along Way, Crestview, Florida 32536

Mailing Address

(440) 812-0760


Phone Number

(440) 812-0760

Cellular Number

08 Aug 2018

Date



Authorized Signature – Manual

Trei A. McMullen

Authorized Signature – Typed

CEO & President

Title

FAX Number

(440) 812-0760

After-Hours Number(s)

trei.mcmullen@syotosllc.com

Email Address

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

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

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

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

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

Trei A. McMullen Signature of Contractor's Authorized Official

Trei A. McMullen Name and Title of Contractor's Authorized Official

08 Aug 2018 Date

**COMPANY DATA**

Respondent's Company Name: SYOTOS LLC

Physical Address & Phone #:  
6066 Walk Along Way  
Crestview, Florida 32536  
(404)812-0760

Contact Person (Typed-Printed): Trei A. McMullen

Phone #: (850)603-8362

Cell #: (440)812-0760

Federal ID or SS #: 47-4576271

DUNNS #: 080769126

Respondent's License #: B1700317

Fax #:

Emergency #'s After Hours,  
Weekends & Holidays: (404)812-0760

Email Address: trei.mcmullen@syotosllc.com

## SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The Contracting Officer will use the unique entity identifier to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Trade style, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

Offerors SAM information:

Entity Name: SYOTOS LLC

Entity Address: 6066 Walk Along Way, Crestview Fl 32536

Duns Number: 080769126

CAGE Code: 7WMW6



## DeRita Mason

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**From:** Trei McMullen <trei.mcmullen@syotosllc.com>  
**Sent:** Thursday, August 09, 2018 4:04 PM  
**To:** DeRita Mason  
**Subject:** Re: Addendum 1-acknowledgement-ITB TDD 62-18

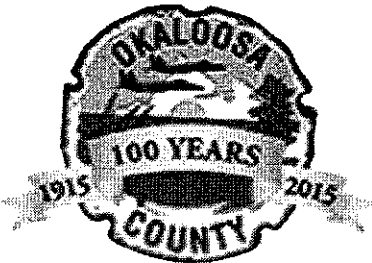
I have received this email and acknowledge the addendum. Thank you! Can't believe we missed that my apologies

On Thu, Aug 9, 2018 at 15:59 DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)> wrote:

After reviewing the bids, I noticed that you failed to acknowledge the addendum. I am attaching it now, please respond with an email that you have read and acknowledged addendum.

Thank you,

DeRita



DeRita Mason

## **ADDENDUM ACKNOWLEDGEMENT**

**ITB TDD 62-18**

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

<b><u>ADDENDUM NO.</u></b>	<b><u>DATE</u></b>

**NOTE:** Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

ADDENDUM 1  
ITB TDD 62-18  
BIDS DUE AUGUST 8, 2018 @ 4:00 P.M.

The following will address questions which were asked by potential vendors:

1. Who is the current incumbent? Redcon Solutions
2. When were they awarded the contract? Copy of current contract? 08/18/2015-you can view the contract at the following link: [http://www.co.okaloosa.fl.us/sites/default/files/contracts/contract\\_pdf/C15-2320-TDD.pdf](http://www.co.okaloosa.fl.us/sites/default/files/contracts/contract_pdf/C15-2320-TDD.pdf)
3. Estimated usage (number of hours) of prior contract? 240 hours
4. How many weekly/monthly/annually hours are required for this bid? None – based on an “as needed” basis
5. What is the current bill rate? \$17 an hour
6. What was the previous bill rate? \$17 an hour
7. Is overtime rate lined in the contract? Time and a half
8. What was the contract amount spent last year? \$3,000 –but anticipate more hours as convention center grows with more events
9. Is there any minimum wage/pay? No
10. Is there any prevailing wage, living wage ordinance, state or local mandated wage, contract specific wage, or collective bargaining agreement? No
11. Is there a desired page limit for the proposal submission? No, however, we like to keep them under 35 pages-required forms included in that count.
12. Are there any additional Security guard services to this contract? No
13. Are vehicles required for this bid? If so, how many and what type are needed? No
14. How many vehicles and what types of vehicles is the incumbent using? None
15. If there is no vehicles on this contract and the company has no vehicles, does there need to be automobile insurance? Just didn't see a need for it, if there is now vehicles it would just be an added business expense. Please clarify. The insurance requirements address a company that does not own vehicles under Business Automobile Liability. They will need to have Hired & non-owned auto liability.

16. At this time I am currently not under contract so I do not hold Workers Compensation. This is based off the number of employees/contractors you have working for you. So is it ok that my insurance documents do not show this? Seeing that the government will request this if I win i believe it says we have a week to become in compliance. Please confirm, it would just be an added expense that upon winning that I would then add to my company. You will need to show proof of insurance prior to being awarded the bid.
17. Does the ECCC need officers to patrol the property on a consistent, daily basis or is this strictly event driven? It is event driven. The officers will only be needed on an "as needed basis".
18. Award date(s)? It will depend on the review of the bid which are received.
19. What is the current budget for the contract? 15,000 yearly budget
20. How much is intended to be spent once the contract is awarded? Estimate \$3,000 to \$5,000
21. How many employees currently work under this contract? 2
22. How many vendors will be awarded as a result of this solicitation? We anticipated multiple vendors being awarded the contract.

## **BID SHEET**

**Bid #: ITB TDD 62-18**

**BID ITEM: Security Services for the Emerald Coast Convention Center**

**Hourly Rate:** \$ 18.00 \_\_\_\_\_

**Overtime Rate (if different from hourly rate):** \$ 24.00 \_\_\_\_\_

**Holiday Pay (if applicable, indicate rate and when effective):** \$ 24.00 \_\_\_\_\_

**Minimum number of hours billed:** 0 \_\_\_\_\_

**Unpaid break requirements (if applicable):** 0.00 \_\_\_\_\_

**All other charges (if applicable):** \_\_\_\_\_

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

SYOTOS LLC  
Bidder's Company Name

6066 Walk Along Way  
Address

Crestview, Florida 32536  
Address

(440)812-0760  
Phone #

47-4576271  
Federal ID # or SS #

  
Authorized Signature – Manual

Trei A. McMullen  
Authorized Signature – Typed

CEO/President  
Title

Fax #

08 Aug 2018  
Date

## EXECUTIVE SUMMARY

Established in 2015, SYOTOS is an integrated security provider offering consulting, planning, installation and service of active and passive measures, monitoring, and response. We apply advance analytical methods to integrate electronic security measures and security personnel to provide the optimal set of technologies and best practices to protect your assets.

We are a true one stop security solutions provider:

1. Electronic security systems like access control, intrusion detection and video surveillance.
2. Remote and/or on-site monitoring and response with our security guards.
3. Background checks and incident forensics with our investigators.

We have **EXPERIENCE**. Our primary staff has over 75 years of combined experience in military, law enforcement and security.

Our training Staff with instructors in martial arts, firearms, long range rifle, SWAT, CHL, Personal Protection, and many others skill sets. We specialize in conflict de-escalation, which avoids injuries to guest, accidental destruction of property, and lawsuit liability even when the aggressor is the plaintiff.

We are prepared to assume the duties as specified in our SOW unarmed security guards.

We are prepared to offer our services as follow:

Unarmed Security Guard: \$18.00 an hour for all CLINs in section VII.

I do intent to pay my guards between \$11 to \$13 an hour. Studies show that wages profoundly affect security guard behavior and adequate wages results in better work ethic and more attention to detail.

I would like to point out that price greatly effects the difference between a \$10 an hour guard and a \$13 an hour guard the differences are to vast to mention; reliability, attitude, hospitality, punctuality, job performance, but to mention a few of the quality difference of such a price.

SYOTOS SECURITY SOLUTIONS is ready to provide the Safety Security Patrol Services!



## STATEMENT OF WORK

1. SYOTOS is ready to take any task assigned by the Okaloosa County Board. Our information is as follows:
  - a. Address: 6066 Walk Along Way, Crestview, Florida 32536
  - b. Phone: (404) 338-5045
  - c. DUNS: 08-0769126
  - d. EIN: 47-4576271.

This bid is inclusive of all costs such as implementation, maintenance, delivery, transportation, parking fees, fuel charges, administrative, uniforms, badging, employee parking, supervision, employee salaries and benefits, training, overhead and profits.

2. We are prepared to assume the duties as specified in our conference including:
3. SYOTOS will provide radio communications as needed for all employees so they can maintain communications before, during, and after their shift.
4. SYOTOS will maintain 100% manning of every post assigned. This will be done using the stand-by personnel as well as on-call personnel which is maintained for every shift. We use a strict 30-minute prior to shift report to ensure that the guards are in the way to their locations.
5. SYOTOS complies with all applicable State and Federal regulations concerning the use of Private Security.
6. SYOTOS maintains a detailed company and employee handbook, included in tab F) which describes processes and procedures for the manning of our post and the expected conduct of our guards. Subjects covered include among others:
  - a. Company-wide policies and procedures.
  - b. Contract specific policies and procedures.
  - c. Performance
  - d. Acceptable employees' attitudes, behavior, and actions.
  - e. Standards of employee professionalism, competency, conduct, courtesy, appearance, honesty, and integrity, and disciplinary and corrective action with respect to any employee as may be necessary.
  - f. Adherence to the Board's safety, security, and fire protection policies.
7. SYOTOS will accept additional assignments as requested by the client.
8. All personnel must be provided proper relief to ensure compliance with State and Federal laws, and to ensure compliance with required staffing levels.



9. A security program manager (PM) will be appointed to manage all aspects of the contract security team and function as a contact for all day to day operations of all contract security responsibilities This person will be available after hours for operational needs.

SYOTOS will also add a non- billable position of an Assistant Program Manager/ Training and Quality Control officer. This person will be the primary assistant to the Project Manager and will handle training and QC issues.

Every security officer is equipped with the following

items: 1 black security caps  
6 short or long-sleeve shirts with embroidered name tags security shield  
3 Polycotton cargo style pants with 2 belts  
1 Security ID reflective duty vest  
1 tactical belt with/  
1 tactical baton  
1 Maglite 3D halogen flashlight  
1 pepper spray bottle  
2 latex EMS gloves  
2 sets of handcuffs  
1 winter black security cap  
1 winter jacket  
1 pair black leather gloves

10. SYOTOS will submit monthly invoices for services provided, based on the contract hourly rate. Invoices shall reflect a per-guard daily assignment and can be corroborated by the **Tracking App** that is available directly to the client via internet browser.

### TRANSITION PLAN

Our transition plan each divided in 3 parts:

1. Applicant Pre-Screening Process and Procedures and Selection
2. Company Training
3. Emerald Coast Convention Center mandatory training and test (if applicable)

The quality we bring to your environment begins long before you see our security officers. Each applicant is screened for possible employment in our federal contracts which usually required the equivalent to a secret security clearance. Our pre-employment background investigation is conducted by our in-house private investigation professionals. Each applicant is required to pass a medical examination which includes a 5-panel drug screening as well as a physical fitness test. Most applicants are unable to meet our qualifications and additional testing may be provided in some cases. SYOTOS is an equal opportunity employer and does not discriminate on the basis of race, color, creed, gender or national origin. We abide by the age discrimination act and support

employing disable persons when possible.

## **2.1 Applicant Pre - Screening Process and Procedures and Selection:**

The SYOTOS team has established a Recruiting Program in each respective organization that is unsurpassed in support of Okaloosa County Contracting Operations. Our recruiting Programs are the core of our business and instrumental in the accomplish of our mission by providing qualified, dependable, and professional employees in support of Okaloosa Contracting.

The approach to providing the best qualified candidates to the Emerald Coast Convention Center is derived from the processes established by our commitment to providing those that have given so much to our country and for that admirable service we seek them out to provide them a career with unlimited possibilities and our clients the peace of mind that they are contributing to these fine young men and women's future after their service to the community state and nation.

Our approach is a four-tiered process developed from the as previously stated experience gained from our staff in the performance of their duties during their military service and obligations to the US Department of Defense after their service. Each tier in effects support the other tier and produces a nonstop 365 day a year approach to the staffing and recruiting program.

Tier one (T1) is commonly referred to as "Phone Power" or T1. T1 is accomplished by using previous applicant or referrals from these applicants to develop a relationship for future employment. In execution of this tier the organization gains basic data and capabilities of the individual and in return our Recruiting Force evaluates these applicants on how they can best suit the organization and provide sound service to the client.

Tier Two (T2) referred to as (Face to Face) or T2. T2 is used through art of our recruiter's ability to meet people in the public that have been serving with other agencies or businesses. It is having some of the same characteristics as T1 in the sense that it collects general data on the prospective applicant and that it generates additional leads using the referral asked of every person that is met through this source.

Tier Three (T3) referred to as (TAP) or T3. T3 is the process of communicating to the various Career and Alumni programs located on military installations. This has become one of the most valuable sources of future employees and has generated the most loyal and dependable workforce for our organization. In the use of T3 we meet with the Okaloosa County representative and they will allow us to speak directly to separating service members or set up a table to discuss future opportunities upon their separation. This program allows us to collect resumes conduct interviews and generate additional lead supporting the two previously mentioned tiers in that during this process we will in most cases be required to use these tiers to meet the applicant's referrals they have provided to the organization.

Tier Four (T4) referred to as the (Web) or T4 is the final tier in our 365 Degree recruiting process and its use incorporates all three previous tiers, pulls the power of the web into our recruiting process. The SYOTOS team uses every tool the web should support our recruiting needs regarding our respective organizations. In our use of these

tools we submit job postings on numerous career board such as Monster, Indeed, and simplyHired to name a few. We take this a step further and use external recruiting source to generate resumes for potential work a prime source is Recruitmilitary.com, Clearedjobs.net, and Clearancejobs.com to name these resources. This tools drive each of recruiting tiers and further support our desire to provide the very best society has to offer.

In the drive to prevent you the Emerald Coast client from experiencing the risk of nonperformance the SYOTOS team has explained how our staffing plan will almost eliminate the risk of nonperformance based on a staffing program that can produce an unlimited number of applicants in support of the Emerald Coast Convention Center operations.

SYOTOS will attempt to hire as many full-time 40-hours a week employee. However, because of the flexible requirements in the schedule, we will also hire part-time staff to fulfill the contract as needed. All Guard employees will be hired on at a rate of \$10.00 per hour with an approximately \$1.50 health and welfare addition that we will request the second year as a cost-of-living addition. We will also include all certifications and qualifications prior to their start of work date.

Every security officer understands that their individual performance has an effect in the company's bottom line. This policy brings a new attitude towards performance and customer satisfaction. We want your customers, the Emerald Coast Convention Center visitors, to comment on our professionalism and service.

### **2.1.1 Drug and Alcohol Testing Program**

The quality we bring to your environment begins long before you see our security officers. We strive to be the employer of choice for armed and unarmed security officers. Our application process requires our officer to pass an initial drug screening test as well as are subject to random checking once employed.

Whether we have two guards or 100 guards in a shift, we hold a muster formation. One of the reasons for holding muster formations with the newer officers is for them to pass inspection, which includes not only their uniform and equipment, but also the interaction with them to screen for alcohol and drug usage before they report to their assigned post. If an officer is found to be under the influence, it will not be allowed to assume its post, a replacement will be called forward, and the offending officer will be subject to the company's disciplinary rules.

## **2.2 Company Training:**

All our officers are trained above the minimum standards required by the State of Florida. SYOTOS provides the level II classroom training and Officers will also receive professional behavior, legal, and use of minimum force (restraints) training. All guards will be certified in First Aid and CPR, and the proper 911 procedures and communications protocol. Every guard and every vehicular unit will be outfitted with a communications device as required by the contract.

All our security guards are certified and licensed by the Florida Department of Agriculture – Private Security Bureau. Our security guards specialize in crime deterrence

techniques, incident management, and conflict resolution. We strictly adhere to the use of force continuum to effectively resolve all conflicts with the least amount of force necessary to minimize legal liability to us and our clients. You can be assured that our guards will protect your location and assets with the upmost level of professionalism. Many of our security guards are former law enforcement and military veterans.

In addition to the first line supervisors, our Project Manager counts with a compliance and training officer for each contract. This person oversees ensuring that each guard meets and maintains all required qualifications in addition to training the guards in all Emerald Coast specific regulations and policies in compliance with this contract. Any guard found to be deficient in their knowledge and execution of their duties will be evaluated by the supervisor and if applicable retrained in those deficient tasks. Disciplinary or gross negligence offenders will be immediately terminated from the company. The president of the company reserves the right to terminate any employee who shows lack of integrity or adherence to the core values of the company.

### **2.3 Emerald Coast Convention Center**

As per SOW all guard personnel will attend any mandatory block of instructions from the Emerald Coast Convention Center

### **3.0 Manning Requirements**

We will staff for undisclosed amount hours between unarmed security guards and unarmed supervisors.

### **3.3 QUALITY CONTROL PLAN:**

#### **3.3.1 Probation Period**

Our security officers are full-time or part-time employees. All our security officers begin with a 90-day probation period. After 90 days they are vested in the company and proudly wear their personalized security officer shield. Vesting into our company is a significant event in our officers' life. After 90 days they get a pay increase and qualify to participate in all benefits that makes us the most desirable place to work, and to keep employment.

#### **3.3.2 Maintain**

SYOTOS takes no shortcuts. How do we ensure we get and keep the best personnel? Easily, we care about each one of our employees. Each employee will be offered a competitive wage with full benefits to include health, dental, and vision insurance, disability, sick Leave, vacation leave, retirement plan, performance bonuses, and others. Each employee wants to be in the job they are performing and understand that they represent themselves, our company, and the Emerald Coast Convention Center to the public.

Each employee record will be reviewed for compliance and training. We believe in 360-degree counseling and performance feedback. The shift supervisor will inspect each employee to ensure that his mission ready for his/her job. Random checks and testing for controlled substances will be performed. Each employee will also be trained in areas that are not even required by this contract. A better trained guard is more

confident, better prepared, and makes a better employee.

### **3.3.3 Inspection System**

The method of inspection for our organizations are multifaceted in a way that our systems will consistently provide a form of inspection at all level starting with our guard force. The Program Managers will inspect the guard force support staff of Supervisory Guards daily prior to each guard shift. They will insure that the guard force that is to assume duties meets or always exceeds the standards outlined by the US Drug and Food Administration and those set forth by our two separate organizations to allow for consistent professional appearance in the execution of this contract. The standards for failing to meet the inspection requirements are initially a performance counseling that outlines the offense with a date and time, as well as the name of the offending officer, inspecting officer and finally a course of corrective action. This will be recorded on Form LH 100 (Performance Counseling Form), and place in the personnel Records Jacket. If a guard is deemed unfit to begin their duties another officer will replace them to perform the required duties. If an officer continues fail to project a clean and orderly appearance, and all corrective measures have been taken with no avail the officer will initially be placed on a three-day suspension. If the suspension does not correct the officer's appearance the officer will be terminated for noncompliance of contractual obligations and violation of corporate policy.

The Program Manager will separately inspect the supervisory guards to ensure that while they are key to the inspection of the guard staff they also meet the requirements of the client and the team we have developed to insure the best quality service in the industry. If the supervisor that is being inspected by the Program Manager is found to be deficient, the officer will be given the opportunity to correct his or her deficiency prior to assuming his duties. If the supervisor is unable to correct his or her actions. The secondary supervisor will perform their duties in their absence, and corrective counseling will be conducted following the same guidelines as stated in the previous paragraph for the guards. The only exception is that continued noncompliance the supervisory officer will be demoted after two infractions and placed in the guard force as a standard guard with no supervisory duties.

### **3.3.4 Corporate Inspection Systems**

SYOTOS has an established two-tiered approach to the establishment of a sound inspection system that meets or exceeds the Emerald Coast Convention Center expectations. Our approach to encompasses both technological and management driven plans and procedures. It is in these plans and procedures that define how our internal systems allow for a checks and balances from the corporate level down to the site level to insure we meet and or exceed the requirements and expectations of the Emerald Coast Convention Center. The following paragraphs will outline this approach to how we will conduct inspections with such a diverse geographically.

Our inspection plans under the QCP affects each department and all business sectors within our organization to reduce the risk of deficiency in contract performance. These procedures have been established to accomplish a broad range of risk reductions in the areas that effect our company's ability to perform beyond the client's standards of performance. These processes for inspection affect Program Management, Human Resources, and Contract Compliance to name a few.

The processes established by our combined team has been developed through knowledge learned from over 100 years of combined Joint Military Operations experience. It is this knowledge that has been instrumental in the execution of this contract and the smooth transition of personnel in and out of the contracting process. The approach as previously stated is two tiered with effective management and leadership involvement being the first and technology being the second. The management and leadership involvement is the first of our two-tiered approach and is paramount to the overall success of the entire operation. The leadership approach as defined by our organizations is a straight linear approach to effective execution of daily operations. The approach by our management team is a hands-on approach to insure the we as your service provider are being attentive of the client's needs, while assuring that we meet the needs of our employees as well. The Program Manager with his key leadership staff are key to the effective accomplishment of the first tier of our approach. He will insure that the organization is meeting all day to day requirement outlined in this proposal. He will on top of these duties provide effective management and guidance to not only his leadership but also his guard force daily. He will ensure that the client and employees needs are being met and that his execution of the contract insures a smooth flow of information between both parties, and the corporate office. This will be better explained in the communications plan of this proposal. (Section !!!!!) All actions executed in the support of this contract will be aided by the second tier our approach web-based technology.

The second tier of our two-tiered system is a cloud based technological approach to daily operations. It is this added approach that supports the effectiveness of operations. SYOTOS has established contract controls to mitigate the risk to the client. Please note these systems support our staff in the execution of their duties and do not and will not override the reporting requirements outlined by the customer in this proposal.

The first of many systems we use to provide the best quality to the customer is Silver Track. The use of Silver Track allows the company regardless of location to track the guard's actions in the execution of their duties, and further enhances the Program Managers ability to effectively manage his staff. The use of this program alone reduces noncompliance issues that may arise from the clients concerns that duties are not being properly performed. The corporate office and Program Manager use this program to monitor performance and monitor incidents. Silver Track and it use are explained in Part A of this section

The second system that insures that we can provide you the customer a quality product that goes beyond the expectations in the management of the proposed contract is a two-part system within our Human Resources Department. We use an all-inclusive HR system that not only allows us to be federally compliant both lawfully and contractually compliant, is the use of NETCHEX HR. NETCHEX HR by itself allows us to use the most up to date state of the art reporting software that allow us to remain compliant both at the state and federal levels. It further allows us to maintain effective records of the employees for all contractual requirements outline by you the client. This system can track and maintain all records of training and qualification, while still allowing the organization to track counseling and corrective training as well as all compliance issue inherent in this contract.

The second part of NETCHEX that reduces the overall risk to the client is the use of its time keeping and tracking systems. NETCHEX allows us to schedule employees for

work and track that their schedule is being followed. This is done using Geofencing, while this program does not supersede the Emerald Coast Convention Center reporting requirements it does enhance the ability to provide accurate and timely reporting. The program requires that the employee use a device that has the GPS enabled to clock in to and out of work. The system will not allow an employee that is not on site to clock in or out. This system insures that the Okaloosa County Purchasing Department can feel confident that the services provided, and the guards required are reporting as outlined in the performance work statement of this proposed contract. Once again, this system does not supersede any requirements in the contract but does enhance the reporting capabilities of our organizations. The program use provides accurate and timely reporting to the Human Resources Department and prevents cost over runs in. This is a key tool in the organizations abilities to execute the responsibilities outlined in this contract. It further enhances the Program Managers ability to perform his duties effectively and in a timely manner.

- A) **SILVER TRACK:** This program allows our staff to receive GPS & Real-Time Reporting ensure immediate, on-site accountability. Gives us instant alerts of critical issues for fast response. It also allows our staff to publish and send custom reports of incidents and employee performance. Customize tasks by site and give notes by location.
- B) **NETCHEX:** This program provides timely accurate Human Resource Reporting tools that insure that the organization remains both federally and contractually compliant by providing a centralized easy to use database. This system further reduces risk using Geofencing technology insuring the required personnel are on duty on time and when needed

The control procedures outlined within this Quality Control Plan have been established to reduce the overall risk to not only our organizations, but also that of the Emerald Coast Convention Center. It is our goal to ensure that the Emerald Coast Convention Center and its personnel are not apprehensive about the execution of the contract and that our organizations are exceeding the requirements set forth in the performance of the duties outlined by Emerald Coast Convention Center. The programs and steps in place allow not only our organizations but our onsite Program manager the tools to enhance our reporting capabilities to the Okaloosa County Purchasing Office but also effectively eliminate the risk to the Emerald Coast Convention Center.

### **1.3.5 Critical Elements of Performance:**

**3.3.5.1 Maintenance of Qualifications:** The maintenance and care of the Guard force and personnel associated with this contract will be managed through both the Quality Control Personnel, Training Departments, and Oversight of both the Program Manager and Security Manager Associated with this contract. The guard force records for qualification will be maintained in two forms to insure a checks and balances so we as an organization remain compliant with the contract.

Quality control will periodically review records to ensure that our officers are meeting the guidelines of the contract regarding licensing, qualification, and training. It will be the responsibility of the Training Officers within our organizations to notify the Program Manager of upcoming training need to remain compliant. It is the Training officer in conjunction with the Program Manager that arrangement for training i.e.... ranges,

training and testing are coordinated to maximize the event and utilize all resources to insure our force remains ready and compliant to meet the needs of the US Food and Drug Administration. The results from this training will be reported to the Security manager of our organization to ensure that we have met the requirements of the state in full, and to record the hard copy file in their Security Qualifications Jacket, which they will maintain for inspection purposes with the State of Arkansas.

- a. The Physical Abilities test will remain the responsibility of the Program Manager with Command Oversight of the Physical Abilities test being conducted by the staff of our organization from our Crestview Office. As previously stated documentation related to corrective training and counseling related to conduct and appearance will be maintained by the Program Manager on site, and the Human Resources Department of our organizations.
- b. Minimum Staffing Requirements: The respective Human Resource Departments of our two teams have a proven record of accomplishment of over 15 years of Recruiting experience in support of the US Department of Defense. This experience is in both military recruiting and Federal Contract Recruiting.

The Process of maintaining a qualified workforce in support of this contract is to provide a continuous recruiting program that uses multichannel recruiting measures to insure the contract staffing requirements are consistently met. These goals will be accomplished through a four-tier process first is our online presence using recruiting boards via Indeed, Recruit Military, and Monster to name a few. Second is accomplished through Face to Face Recruiting, third is through organization sponsored recruiting events, and the final phase is through multimedia ads such as Google AdWords and online advertising outside the traditional job boards.

### **3.4 Communications Plan:**

The desire to maintain clear communications and a smooth operation in the execution of the Proposed Contract. The SYOTOS team believes it is imperative to provide the Emerald Coast a Clear and concise communication plan that supports the services to be provided in this proposal. The prime reason for this additional information is the increased risk in using a multichannel approach to the smooth process outlined in the proposal, which call for a reduction of overall risk to the client, and the communications plans purpose is to reduce that risk and reassure the client that thoughtful attention has been considered.

**3.4.1 Reporting:** The Program Management Office of SYOTOS Security will serve as the single source of contact between the Emerald Coast Convention Center and our organization. The PMO will be responsible in working with the onsite staff in insuring that all documentation and deliverables are constructed and sent to the Emerald Coast Convention Center within the timeframes associated with this Contract.

**3.4.2 Onsite Corporate Reporting:** The Project manager will provide a daily status reports to the President of SYOTOS. He/She will further provide feedback and concerns of the client and the subcontractors to the President. He/she will serve as the single point of contact between the client and subcontractors to SYOTOS. The Project Manager will be an employee of SYOTOS.



**3.4.3. Reporting DAR & SIR:** The Guard force provided to the Emerald Coast Convention Center will be managed in full by SYOTOS, with onsite program oversight being provided by the Project Manager. Daily reporting requirements will include the Daily Activity Reports (LIO102), Serious Incident Reports (LIO103), Visitors Logs etc.... They will be collected on a weekly basis and submitted to the Project Manager for cataloging and submittal to the PMO of SYOTOS. If a serious incident should occur during the performance of duties it will be the responsibility of each party to report the serious Incident report (Form LIO103) up the chain of command to the PMO for immediate notification and a course of action.

**3.4.4. Payroll Reporting:** The reporting requirements for payroll are the sole responsibility of each organization, and they are expected to manage their employee's payroll IAW the restriction of the contractual agreements outlined during the business development process. In the event of a discrepancy it will be the responsibility of the organization experiencing a pay issue to consult with the contracts officer of SYOTOS to clarify the or correct the issue.

**3.4.5. Meeting Reporting & Requirements:** The effective of our contracted operation on contingent on our ability to function as a team. In development of this communications plan, our organizations have constructed methods and techniques established on the battlefields of Iraq and Afghanistan, and beyond. It is the understanding of SYOTOS understands that it has sole responsibility for the conduct of all our officers, support staff, and the day to day operations. We further understand that we as an organization are solely responsible for the conduct of our subcontractors. SYOTOS understanding the duties and responsibilities clearly outlined by the Emerald Coast Convention Center will strictly enforce these requirements through both corporate policies and those of the Emerald Coast Convention Center in the implementation of this communications plan.

**3.4.6. License & Training Reporting:** It is our responsibility to provide licensing credentials on each employee to the corporate staff. This information will be collected on (LIH 102) General Credentialing Form. The data provided by each organization will consolidated by the PMO and APM to ensure that we are and remain compliant with the laws of the state of Florida. If an officer is found to be noncompliant the project manager will notify the respective organization of their discrepancy and instruct them to contact the Security Manager. If the Program Manager is unavailable to rectify this matter the leadership of Strike will manage the situation and report the results to the project manager or PMO Office is the status and outcome if the situation can be quickly rectified.

**3.4.7. Quality Control and Reporting:** The Quality Control Officer will insure that the organization is meeting the guidelines set forth in the contract. He/She will serve as an additional set of eyes to the project manager to ensure that the needs of the Emerald Coast Convention Center are being met, that we are meeting the requirements, and further enhance our capabilities by making suggestions how the organization can improve our performance. They will also serve to conduct inspection outside the traditional inspection requirements of the guard force and will have a mandated frequency and type of inspection they will conduct. They will provide a schedule via Calendar, but in such events, conduct unannounced inspection to improve overall contract performance. If a discrepancy report is prepared it will be submitted to the Emerald Coast Convention Center at the time of preparation These individuals will report directly to the project manager.

The concept of this brief communications plan is to outline to you the customer that

we as a combine organization have clear understanding in the duties responsibilities outlined by the Emerald Coast Convention Center to briefly touch on our communication processes. Our organization is extremely well versed in organizational control and effective communication process that will be required to conduct security operations for you at all the Emerald Coast Convention Center sites. We fully accept the challenges that this contract may present to us. We are confident that our capabilities and experience in the Joint Operations environment while serving in the US military will enhance your security operations. The level of service and protection we intend to provide the Emerald Coast Convention Center is only seen in the special operations community.



FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

ADAM H. PUTNAM  
COMMISSIONER

DIVISION OF LICENSING

04/19/18  
DATE ISSUED

04/19/21  
DATE OF EXPIRATION

B 1700317  
LICENSE NUMBER

**SYOTOS LLC**

6066 WALK ALONG WAY  
CRESTVIEW, FL 32536

MCMULLEN, TREI A, OTHER

THE *SECURITY AGENCY* NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF  
CHAPTER 493, FLORIDA STATUTES.



A handwritten signature in black ink, reading "Adam H. Putnam".

ADAM H. PUTNAM  
COMMISSIONER