

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/19/2019

Contract/Lease Control #: C19-2797-PW

Procurement#: ITB PW 40-19

Contract/Lease Type: CONTRACT

Award To/Lessee: LA DOLCE, VITA, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/17/2019

Expiration Date: 04/01/2022 W/2 1 YR RENEWALS

Description of BEACH CHAIR/UMBRELLA SERVICES

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed:

Cc: BCC RECORDS

DEPUTY CLERK fiv
JD PEACOCK II CLERK OF COURTS,
OKALOOSA COUNTY, FLORIDA

SURETEC INSURANCE COMPANY

Bond #3341594

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that, La Dolce Vita, LLC
_____ (hereinafter called Principal) as Principal, and
SureTec Insurance Company a corporation duly organized under the laws of the State of
Texas and duly authorized and licensed to do business in the State of
Florida (hereinafter called Surety), as Surety, are held and firmly
bound unto Okaloosa County Board of County Commissioners (hereinafter called the Obligee),
as Obligee, in the full and just sum of (\$ 10,000.00)
Ten Thousand and No/100

_____ DOLLARS to the payment of which sum, well and truly to be made, the said principal and Surety
bind themselves, their and each of their heirs, administrators, executors, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain written contract with the
above mentioned Obligee dated 12/19/2019 for Beach Chair/Umbrella Services
Contract #C19-2797-PW
_____ for a period until 4/01/2022 which contract is hereby referred to and made a part hereof
as fully and to the same extent as if copied at length herein, and

WHEREAS, the Obligee has agreed to accept a bond guaranteeing performance of said
contract for a period of only one year.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform such contract or
shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's
failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force
and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and provisions:

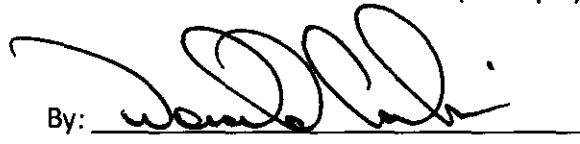
1. This bond is for the term beginning 12/19/2020 and ending 4/01/2022.
2. In the event of default of the Principal in performance of the contract during the term of
this bond the Surety shall be liable only for the loss to the Obligee for the actual excess
costs of performance of the contract up to the expiration of the term of this bond.

CONTRACT: C19-2797-PW
LA DOLCE VITA, LLC
BEACH CHAIR/UMBRELLA SERVICES
EXPIRES: 04/01/2022 W/2 1 YR RENEWALS

3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be instituted or maintained against the Surety under this instrument unless same be brought or instituted and process served upon the Surety within one year after the expiration of the term of this bond.
4. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a performance bond for subsequent terms under said contract shall constitute loss to the Obligee recoverable under this bond.
5. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety and the Principal.
6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

Signed and sealed this 5th day of February, 2021.

La Dolce Vita, LLC
(Principal)

By: 
Donald Carlin, Manager

SureTec Insurance Company
(Surety)

By: 
Robert Corley McLendon, Attorney-in-Fact
and Licensed Resident Agent

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Alan Douglas Moore, Michael David Raidt, Robert Corley McLendon, Edward E. Wonders

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 13th day of December, A.D. 2018.

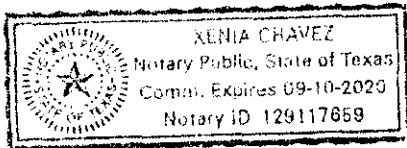
SURETEC INSURANCE COMPANY

By: [Signature]
John Knox Jr., CEO



State of Texas ss:
County of Harris

On this 13th day of December, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 5th day of February, 2021, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



LADOLCE-03

B MARSHALL

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 3/17/2021

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

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

PRODUCER Fisher Brown Bottrell Insurance, Inc. 6550 Carothers Parkway, Suite 100 Franklin, TN 37067	CONTACT NAME: PHONE (A/C, No, Ext): (850) 654-8300 FAX (A/C, No): E-MAIL: ADDRESS:														
INSURED La Dolce Vita, LLC, La Dolce Vita Watersports, LLC & LDV Golf Cart & Bike Rentals, LLC 15400 Emerald Coast Pkwy Suite 206 Destin, FL 32541	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Axis Surplus Insurance Co.</td> <td style="text-align: center;">26620</td> </tr> <tr> <td>INSURER B : Bridgefield Casualty Insurance Co</td> <td style="text-align: center;">10335</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Axis Surplus Insurance Co.	26620	INSURER B : Bridgefield Casualty Insurance Co	10335	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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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.

INBR LTR	TYPE OF INSURANCE	ADDL SUBR (ISSD W/O)	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 <input checked="" type="checkbox"/> Owner's & Contractor GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:		P00100002037004	3/8/2021	3/8/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO 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) \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	19650558	3/8/2021	3/8/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability-Excluded Rental or operation of parasailing, paragliding or ultralight aircraft and any similar equipment or activity. Products/Completed Operations Deductible
 Bodily Injury Liability and/or Property Damage Liability and/or Personal and Advertising Injury Liability Combined -\$2,500 per Occurrence

Certificate Holder is an Additional Insured in regard to General Liability (excluding Ongoing Operations), when required by written contract.

Waiver of Subrogation applies in favor of Certificate Holder and others when required by SEE ATTACHED ACORD 101

CONTRACT#: C19-2797-PW
 LA DOLCE, VITA, LLC
 BEACH CHAIR/UMBRELLA SERVICES
 EXPIRES: 04/01/2022 W/2 1 YR RENEWALS

CERTIFICATE HOLDER Okaloosa County BCC 1250 N Eglin Pkwy Shelmar, FL 32579	CANCEL SHOW THE ACCC AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

AGENCY Fisher Brown Bottrell Insurance, Inc.		NAMED INSURED La Dolce Vita, LLC, La Dolce Vita Watersports, LLC & LDV Golf Cart & Bike Rentals, LLC 15400 Emerald Coast Pkwy Suite 206 Destin, FL 32541	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

General Liability is Primary and Non-Contributory when required by written contract.

**Umbrella Liability includes coverage for Chairs and Umbrella Rentals only

Mainsail Property Management LLC Behalf of Beach Resort Investments LLC DBA Ramada Plaza Beach Resort, Destin West & Emerald Isle are additional insureds as it pertains to General Liability where required by written contract.
 Okaloosa County is an additional insured as it pertains to General Liability where required by written.

22505

SURETEC INSURANCE COMPANY

Bond #3341594

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that, La Dolce Vita, LLC (hereinafter called Principal) as Principal, and SureTec Insurance Company a corporation duly organized under the laws of the State of Texas and duly authorized and licensed to do business in the State of Florida (hereinafter called Surety), as Surety, are held and firmly bound unto Okaloosa County Board of County Commissioners (hereinafter called the Obligee), as Obligee, in the full and just sum of (\$ 10,000.00) Ten Thousand and No/100

DOLLARS to the payment of which sum, well and truly to be made, the said principal and Surety bind themselves, their and each of their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above mentioned Obligee dated 12/19/2019 for Beach Chair/Umbrella Services Contract #C19-2797-PW for a period until 4/01/2022 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, and

WHEREAS, the Obligee has agreed to accept a bond guaranteeing performance of said contract for a period of only one year.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning 12/19/2020 and ending 4/01/2022.
2. In the event of default of the Principal in performance of the contract during the term of this bond the Surety shall be liable only for the loss to the Obligee for the actual excess costs of performance of the contract up to the expiration of the term of this bond.

CONTRACT#: C19-2797-PW
LA DOLCE, VITA, LLC.
BEACH CHAIR/UMBRELLA SERVICES
EXPIRES: 04/01/2022 W/2 1 YR RENEWALS

Inst. #3437357 Bk: 3531 Pg: 3770
Page 1 of 3 Recorded: 3/12/2021 10:46 AM
RECORDING ARTICLE V: \$12.00 RECORDING: \$15.00
DEPUTY CLERK kmorgan
JD PEACOCK II CLERK OF COURTS,
OKALOOSA COUNTY, FLORIDA

3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be instituted or maintained against the Surety under this instrument unless same be brought or instituted and process served upon the Surety within one year after the expiration of the term of this bond.
4. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a performance bond for subsequent terms under said contract shall constitute loss to the Obligee recoverable under this bond.
5. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety and the Principal.
6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

Signed and sealed this 5th day of February, 2021.

La Dolce Vita, LLC

(Principal)

By: 

Donald Carlin, Manager

SureTec Insurance Company

(Surety)

By: 

Robert Corley McLendon, Attorney-in-Fact
and Licensed Resident Agent

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Alan Douglas Moore, Michael David Raidt, Robert Corley McLendon, Edward E. Wonders

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

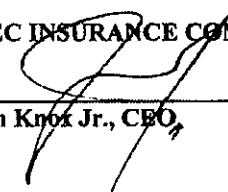
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 13th day of December, A.D. 2018.

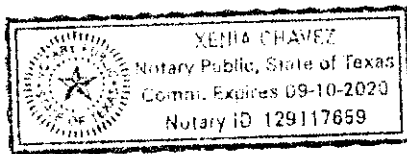
SURETEC INSURANCE COMPANY

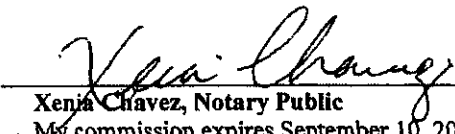
By: 
John Knox Jr., CEO

State of Texas ss:
County of Harris



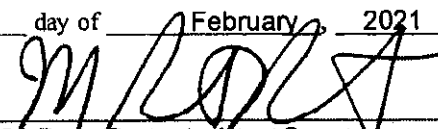
On this 13th day of December, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 5th day of February, 2021, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



LADOLCE-03

MANDERSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2020

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

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

PRODUCER Fisher Brown Bottrell Insurance, Inc. 6550 Carothers Parkway, Suite 100 Franklin, TN 37067	CONTACT NAME: Bailey E. Marshall, CIC, CISR	
	PHONE (A/C, No, Ext): (850) 654-8300	FAX (A/C, No): (601) 208-8306
E-MAIL ADDRESS: bmarshall@fbbins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: AXIS Insurance Company		37273
INSURER B: United Specialty Insurance Company		12537
INSURER C: Bridgefield Casualty Insurance Co		10335
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

La Dolce Vita, LLC, La Dolce Vita Watersports, LLC & LDV
 Golf Cart & Bike Rentals, LLC
 15400 Emerald Coast Pkwy Suite 206
 Destin, FL 32541

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 INSR	SUBR WVR	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			P00100002037003	3/8/2020	3/8/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO 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	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			USA4262166	3/26/2019	5/8/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	19850550	3/8/2020	3/8/2021	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, 1 Excludes Parasailing Operations
 Excess Liability- Excludes Jet Skis & Inflatable Operations

Maineall Property Management LLC Behalf of Beach Resort Investments LLC DBA Insureds as it pertains to General Liability where required by written contract. Okaloosa County is an additional insured as it pertains to General Liability where

CONTRACT#: C19-2797-PW
LA DOLCE VITA, LLC
BEACH CHAIR/UMBRELLA SERVICES
EXPIRES: 04/01/2022 W/2 1 YR RENEWALS

CERTIFICATE HOLDER Okaloosa County BCC 1250 N Eglin Pkwy Shalimar, FL 32579	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C19-2797-PW Tracking Number: 306319
Procurement/Contractor/Lessee Name: LA Dolce Vita, LLC Grant Funded: YES ___ NO X
Purpose: assignment
Date/Term: 4-22 w/2 1yr renewals 1. GREATER THAN \$100,000
Amount: rent - 155,000 yearly 2. GREATER THAN \$50,000
Department: PW 3. \$50,000 OR LESS
Dept. Monitor Name: Autry

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 9-30-19
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: no record found Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 9-30-19
_____ Date: _____
Risk Manager or designee

County Attorney Review

Approved as written: see email attached Date: 10-1-19
_____ Date: _____
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

From: Karen Donaldson
Sent: Monday, September 30, 2019 4:34 PM
To: DeRita Mason
Subject: RE: C19-2797-PW assignment

DeRita

This is approved by Risk management for insurance purposes.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, September 30, 2019 4:05 PM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: C19-2797-PW assignment

Karen,

I don't think you need to see this, it is a new contract that is being assigned. The new vendor will be held to the same insurance requirements. I will need to get a new one from them for the file.
Please review and let me know if it is good to go.

Thank you,

DeRita

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, October 1, 2019 10:13 AM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: Island Sands Assignment
Attachments: assignment c19-2797-pw.docx

Attached are my revisions. If the County is going forward with the assignment, this is approved, as revised, 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

The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, September 30, 2019 5:01 PM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Parsons, Kerry <KParsons@ngn-tally.com>
Subject: RE: Island Sands Assignment

Lynn and Kerry,

Here is my stab at the assignment for Island Sands.
I am still waiting on the actual date the assignment took place.

Thank you,

DeRita



DeRita Mason



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company

LA DOLCE VITA, LLC

Filing Information

Document Number L04000083546
FEI/EIN Number 20-1892386
Date Filed 11/18/2004
Effective Date 11/17/2004
State FL
Status ACTIVE
Last Event LC AMENDMENT
Event Date Filed 09/04/2018
Event Effective Date NONE

Principal Address

327 HARBOR BLVD
DESTIN, FL 32541

Changed: 09/10/2018

Mailing Address

P.O. BOX 62
DESTIN, FL 32540

Changed: 04/26/2012

Registered Agent Name & Address

Destin Accounting Group
327 Harbor Blvd
DESTIN, FL 32541

Name Changed: 04/26/2016

Address Changed: 04/26/2016

Authorized Person(s) Detail

Name & Address

Title MGRM

CARLIN, AMY
15400 EMERALD COAST PARKWAY

ST. THOMAS BUILDING, SUITE 206
DESTIN, FL 32541

Title MGR

CARLIN, DONALD
408 KELLY PLANTATION RD
STE 410
DESTIN, FL 32541

Annual Reports

Report Year	Filed Date
2017	04/05/2017
2018	04/11/2018
2019	01/09/2019

Document Images

01/09/2019 -- ANNUAL REPORT	View image in PDF format
09/04/2018 -- LC Amendment	View image in PDF format
04/11/2018 -- ANNUAL REPORT	View image in PDF format
04/05/2017 -- ANNUAL REPORT	View image in PDF format
04/26/2016 -- ANNUAL REPORT	View image in PDF format
04/24/2015 -- ANNUAL REPORT	View image in PDF format
02/04/2014 -- ANNUAL REPORT	View image in PDF format
06/27/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
04/16/2013 -- ANNUAL REPORT	View image in PDF format
04/26/2012 -- ANNUAL REPORT	View image in PDF format
04/29/2011 -- ANNUAL REPORT	View image in PDF format
04/30/2010 -- ANNUAL REPORT	View image in PDF format
01/28/2009 -- ANNUAL REPORT	View image in PDF format
07/24/2008 -- ANNUAL REPORT	View image in PDF format
03/19/2007 -- ANNUAL REPORT	View image in PDF format
04/11/2006 -- ANNUAL REPORT	View image in PDF format
08/22/2005 -- ANNUAL REPORT	View image in PDF format
11/18/2004 -- Florida Limited Liability	View image in PDF format

**ASSIGNMENT OF CONTRACT WITH ISLAND SANDS BEACH OF NWFL, LLC FOR
BEACH CHAIR/UMBRELLA SERVICES**

CONTRACT # C19-2797-PW

This Assignment and Amendment to Contract # C19-2797-PW is hereby entered into this 17th day of December, 2019, by and between the Okaloosa County Board of County Commissioners (“County”) and Island Sands Beach of NWFL, LLC, (“Consultant”) a limited liability company certified to do business in the state of Florida.

WITNESSETH:

WHEREAS, the County and the Contractor entered into the Contract effective April 2, 2019 (“Contract”); and

WHEREAS, La Dolce, Vita, LLC acquired the contract from Island Sands Beach of NWFL, LLC on October 6, 2019; and

WHEREAS, the County has determined that it is necessary to amend the Contract to reflect the change in vendor name.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to assign and amend the Contract # C19-2797-PW as follows:


1. La Dolce Vita, LLC. has agreed to assume Island Sands Beach Service of NWFL, LLC, liabilities and obligations under the Contract.
2. The County consents to the assignment as set forth above.
3. Contractor information under the Contract is changed to:
La Dolce Vita, LLC
196 North Holiday Road
Miramar Beach, FL 32550
4. This ASSIGNMENT shall be effective upon all parties signing the assignment.
5. **VENDORS ON SCRUTINIZED COMPANIES LISTS:** By executing this Agreement, the Contractor, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged

in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section shall be null and void

6. All other provisions of the Contract shall remain in full force and effect. (Updated insurance provisions are attached and made a part of the contract)


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

OKALOOSA COUNTY, FLORIDA

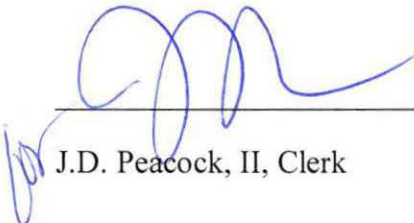

Charles K. Windes, Jr., Chairman
Date: DEC 17 2019



LA DOLCE VITA, LLC

BY: 
Title: CEO
Date: 11-29-19

ATTEST:


J.D. Peacock, II, Clerk



Island Sands Beach Service of NW FL

P.O. Box 146
Destin, FL 32540
briangcox@yahoo.com
850 - 259 - 4896



Date: October 15, 2019

To: Mr. Jason Autrey, Public Works Director and Okaloosa County Board of County Commissioners

From: Brian Cox, Managing Member, and Kevin Cox, Managing Member of Island Sands Beach Service of NW FL, LLC

Regarding: Consent to Assign Okaloosa County Contract C19-2797-PW

As representatives of Island Sands Beach Service of NW FL, LLC, we hereby ask Mr. Autrey and the Okaloosa County Board of County Commissioners to accept this letter as the formal request for written consent to assign the current Okaloosa County Contract, C19-2797-PW (Beach Vending Services) to La Dolce Vita, LLC, on the existing terms and for the remaining length of the lease agreement, as outlined in paragraph XII of the contract. We remain aware that until consent is granted and an assignment is executed under the provisions of the agreement, we shall retain full responsibility in performance of this contract.

You will find the required documents from La Dolce Vita, LLC, to execute the assignment of this contract included with this letter/packet.

Please feel free to let us know if there is anything more that we can assist with in this assignment process, as we appreciate your time and consideration pertaining to these matters.

Best Regards,

10.15.19

Brian Cox
Island Sands Beach Service of NW FL, LLC
Managing Member 850-259-4896

10-15-19

Kevin Cox
Island Sands Beach Service of NW FL, LLC
Managing Member 850-685-9483



LA DOLCE VITA

196 N. Holiday Road
Miramar Beach, FL 32550

October 1, 2019

VIA EMAIL

jautrey@myokaloosa.com

Mr. Jason T. Autrey, P.E., C.P.M.
Director of Public Works
Okaloosa County, Florida
1759 S Ferdon Blvd
Crestview, FL 32536

Re: Assignment of Contract C19-2797-PW (Beach Vending Services)

Dear Mr. Autrey:

Thank you for your consideration of the proposed assignment of Contract C19-2797-PW (the "Contract") from Island Sands Beach Service of NW FL, LLC ("Island Sands") to La Dolce Vita, LLC ("LDV").

In response to your email dated September 24, 2019 to Mr. Brian Cox of Island Sands regarding the assignment of the Contract, LDV is formally requesting that Okaloosa County, Florida (the "County") accept the assignment of the Contract from Island Sands to LDV.

LDV will accept assignment of the Contract under the same terms, conditions, and obligations of Island Sands as set forth in the Contract. The Contract was provided to LDV by Island Sands and is attached to this letter as **Attachment A**.

Further, as provided in your email of September 24, 2019, please see attached the forms and documents required by LDV that are of the same format and requirements of Island Sands at the time of execution of the bid for the Contract:

SAM Registration Number – **Attachment B**;

Documents required to be submitted with the Bid Package – **Attachment C**.

Also, for your reference, attached to this letter as **Attachment D** is the Statement of Qualifications of LDV.

Once the assignment of the Contract is accepted by the County, LDV will provide the other documents as required by the Contract, specifically all the necessary insurance documentation and the performance bond in the amount of \$10,000.00.

If you have any questions or comments related to the enclosed materials, or if additional information is required, please feel free to contact me via email at don@destinbeachservice.com or via telephone at [850-374-1442](tel:850-374-1442) at your earliest convenience.

Thank you again for the opportunity to discuss this matter with you and I look forward to a long and rewarding experience for both the County and LDV in this endeavor.

Sincerely yours,



Donald P. Carlin, CEO

Attachments

LA Dolce Vita, LLC - SAM Registration Details



[What is a Verified Vendor?](#)

[Get Verified Now](#)

Registration Status: ACTIVE

If your business is still pursuing new federal opportunities, the federal registration must be renewed on or before **01-03-2020**. This date is 60 days before your true expiration date of 03-03-2020.

[Why should I renew 60 days early?](#)

[Renew Registration](#)

LA Dolce Vita, LLC

DUNS: 172294758

CAGE: 89ET1

1373 Scenic Gulf Dr
Miramar Beach, FL 32550, USA

Public Business Name: Yes

Delinquent Federal Debt: No



Contracting Registrations

- 8A Program Registration
- DAPA Registration
- DSBS Registration
- GSA Schedule
- GSAP Registration
- HUBZONE Program Registration
- VETBIZ Registration
- WAWF Registration
- WOSB/EDWOSB Registration

Additional Information

- About SAM (System for Award Management)
- About USFCR
- Federal Contracting FAQ
- Federal Glossary
- Full Vs Self Service Registration
- Importance of a 60 Day Renewal
- Login.gov Account
- On-Boarding Assessment
- Reviews & Testimonials
- Search Federal Contracts
- USFCR Blog
- USFCR Scholarships
- USFCR Staff
- Vendor Seal Information

Federal Resources

- Acquisition Central
- APTAC Classes
- Federal Procurement Data System
- Office of Management and Budget
- Contract Performance Assessment Reporting System
- SAM Registration Companies
- Simplified Acquisition Program





[Terms and Conditions](#) | [Privacy Policy](#) | [Refund Policy](#) | [Careers](#) | [Contact Us](#)

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The fees charged by USFCR are for the services provided by USFCR not the forms which are provided for free by the government for Self Registration.

USFCR is the largest third party federal registration firm in the world and the most trusted SAM.gov registration company.



DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE: 10-6-19
COMPANY: La Dolce Vita, LLC
ADDRESS: 196 North Holiday Road
Miramar Beach, FL
32550
PHONE NO.: 850-374-1442

SIGNATURE: 
NAME: Donald P. Carlin
(Typed or Printed)
TITLE: Owner
E-MAIL: don@destinbeachservice.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)

FIRM NAME: La Dolce Vita
BY (PRINTED): Donald P. Cali
BY (SIGNATURE): Donald P. Cali
TITLE: CEO
ADDRESS: 196 W. Holiday Rd.
Miramar Bch. Fl. 32550
PHONE NO. 850-374-1442
E-MAIL Daw@DestinBeach-service.com
DATE 10-6-19

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE: 10-6-19

SIGNATURE: 

COMPANY: La Dolce Vita, LLC

NAME: Donald P. Carlin

ADDRESS: 196 North Holiday Road

TITLE: Owner

Miramar Beach, FL 32550

E-MAIL: don@destinbeachservice.com

PHONE NO.: 850-374-1442

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 sub-consultants, 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.

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

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

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

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

I  representing La Dolce Vita, LLC
Signature Company Name

On this 06 day of October 2019 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

1. Is the material in the above: Virgin _____ or Recycled X (Check the applicable blank). If recycled, what percentage 50 %.

Product Description: _____

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

Yes X _____ No _____

Specify: Shipped in Recycled Cardboard
Boxes and on recycled pallets

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

Yes X _____ No _____

Specify: Chair and Umbrella parts can be reused to repair future equipment repair needs

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

Name of Respondent: Donald P. Carlin

E-Mail: don@destinbeachservice.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.

La Dolce Vita, LLC

Respondent's Company Name

196 North Holiday Road Miramar Beach FL 32550

Physical Address

196 North Holiday Road Miramar Beach FL 32550

Mailing Address

866-651-1869

Phone Number

850-374-1442

Cellular Number

10-6-19

Date



Authorized Signature – Manual

Donald P. Carlin

Authorized Signature – Typed

Owner

Title

FAX Number

850-374-1442

After-Hours Number(s)

don@destinbeachservice.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:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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, La Dolce Vita, 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.

 Signature of Contractor's Authorized Official

Donald P. Carlin. Owner Name and Title of Contractor's Authorized Official

10-6-19 Date

COMPANY DATA

Respondent's Company Name:

La Dolce Vita, LLC.

Physical Address & Phone #:

196 North Holiday Road

Miramar Beach, FL 32550

Office-866-651-1869

Cell-850-374-1442

Contact Person (Typed-Printed):

Donald P. Carlin

Phone #:

866-651-1869

Cell #:

850-374-1442

Federal ID or SS #:

DUNNS #:

Respondent's License #:

Fax #:

Emergency #'s After Hours,
Weekends & Holidays:

Email Address:

Don@destinbeachservice.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 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 unique entity identifier will be used by the Contracting Officer 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 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) Tradestyle, 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: _____

Entity Address: _____

Duns Number: _____

CAGE Code: _____

ADDENDUM ACKNOWLEDGEMENT

ITB PW 40-19

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

ADDENDUM NO. _____ **DATE** _____

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.

Government Debarment & Suspension

Instructions

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

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

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

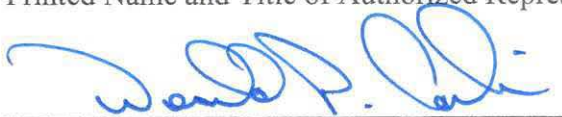
The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were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

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

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

Donald P. Carlin Owner

Printed Name and Title of Authorized Representative



Signature

10-6-19

Date

LA DOLCE VITA STATEMENT OF QUALIFICATIONS



La Dolce Vita / Live The Sweet Life



Statement of Qualifications

Don Carlin, CEO

850-374-1442

don@destinbeachservice.com

Christopher Carlin, President

850-714-4359

christopher@destinbeachservice.com

To: Okaloosa County, Florida

La Dolce Vita has served as the Panhandle's preeminent luxury beach service since 2004. Established primarily as a beach service with five employees, we have since grown to provide upscale concierge service for all vacation needs. Offering everything from loungers and shade to bicycles and golf carts to water sports and dolphin cruises, our goal is to create the ultimate beach vacation for our patrons. Great service and reliability is not just what we provide, it is who we are.

Over the last five years, La Dolce Vita has grown to over 100 employees, providing service from the Destin area, to beaches in South Florida, and now developing relationships in the Orange Beach area. We will continue to look for the growth opportunities that not only allow us to serve markets in need of high quality service, but also that give our employees continued opportunities to take on leadership responsibilities that drive professional growth.

La Dolce Vita understands and accepts the commitments outlined in this proposal and is dedicated to providing services that will ensure a first-class experience for all customers.



CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/03/2019

Contract/Lease Control #: C19-2797-PW

Procurement#: ITB PW 40-19

Contract/Lease Type: CONTRACT

Award To/Lessee: ISLAND SANDS BEACH SERVICE OF NWFL, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/02/2019

Expiration Date: 04/01/2022 W/2 1 YR RENEWALS

Description of Contract/Lease: BEACH CHAIR/UMBRELLA SERVICES

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@OKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/25/2019

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

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

PRODUCER Acentria Insurance - Niceville 110 Partin Drive North Niceville FL 32578	CONTACT NAME: Michelle Jefferson PHONE (A/C No, Ext): 850-678-3904 E-MAIL ADDRESS: michelle.jefferson@acentria.com	FAX (A/C, No): 850-517-9940
	INSURER(S) AFFORDING COVERAGE	
INSURED Island Sands Beach Service P.O. BOX 146 Destin FL 32540	ISLASAN-03	
	INSURER A: AmTrust North America	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		


COVERAGES **CERTIFICATE NUMBER:** 1277084126 **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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <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 <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC3783647	4/2/2019	4/2/2020	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be Waiver of subrogation in favor of the certificate holder as required.

CONTRACT#: C19-2797-PW
ISLAND SANDS BEACH SERVICE OF NWFL, LLC
BEACH CHAIR/UMBRELLA SERVICES
EXPIRES: 04/01/2022 W/2 1 YR RENEWALS

CERTIFICATE HOLDER Okaloosa County Risk Management 601A N Pearl St. #204 Crestview FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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ISLAN-1

OP ID: ND

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/01/2019

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

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

PRODUCER Niceville Insurance Agency 109 Bullock Blvd Niceville, FL 32578 Garrett Floyd 850-729-2131	CONTACT NAME: Garrett Floyd PHONE (A/C, No, Ext): 850-729-2131 FAX (A/C, No): 850-729-2134 E-MAIL ADDRESS: garrett@niaff.net
INSURED Island Sands Beach Service of NW FL LLC PO Box 146 Destin, FL 32540	INSURER(S) AFFORDING COVERAGE INSURER A: Penn-America Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	PAC7174190	03/29/2019	03/29/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-FR
							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)

Fax: 689-5630 aoverly@myokaloosa.com
Certificate Holder has been listed as Additional Insured for General Liability purposes.

C19-2797-PW

CERTIFICATE HOLDER Okaloosa County Board of County Commissioners 1250 N Eglin Pkwy Shalimar, FL 32579 OKALO27	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Manott Slope</i>
--	---

AMERICAN SOUTHERN INSURANCE COMPANY

SURETY RIDER

It is understood and agreed that surety bond number **60136** with **ISLAND SANDS BEACH SERVICE OF NW FL, LLC** as principal and **OKALOOSA COUNTY, BOARD OF COUNTY COMMISSIONERS** as Obligee is hereby amended effective **09/18/2018** as follows:

BOND RENEWAL FOR 10/01/2018 – 09/30/2019 TERM

CONTRACT#: C19-2797-PW
ISLAND SANDS BEACH SERVICE OF
NWFL, LLC
BEACH CHAIR/UMBRELLA SERVICES
EXPIRES: 04/01/2022 W/2 1 YR RENEWALS

It is further understood and agreed that no other condition, limitation or exclusion of the bonds shall be altered or amended by this rider.

This rider shall be attached to and form a permanent part of this bond.

Signed, Sealed and Dated this 18th day of September, 2018

**AMERICAN SOUTHERN INSURANCE
COMPANY**

By: _____

JASON S. CENTRELLA

Attorney-in-Fact

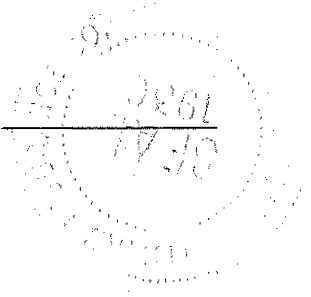
PO BOX 600962

JACKSONVILLE, FL 32260

904-230-1324

Inst. #3271509 Bk: 3393 Pg: 4045
Page 1 of 2 Recorded: 4/16/2019 2:31 PM
RECORDING ARTICLE V: \$8.00 RECORDING: \$10.50

DEPUTY CLERK JDUNLAP
JD PEACOCK II CLERK OF COURTS,
OKALOOSA COUNTY, FLORIDA



AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW
Suite 4-800
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030
Atlanta, GA 31139-0030

GENERAL POWER OF ATTORNEY

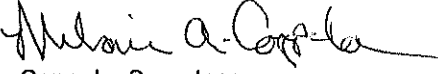
Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; David R. Brett of Columbia, South Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Michael J. Brown of Cumming, Georgia; Kelley E.M. Nys of Decatur, Georgia; or Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

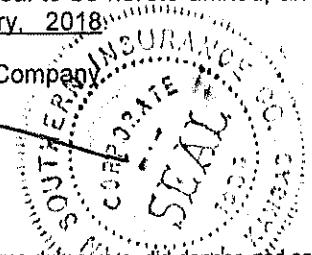
FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 24th day of January, 2018.

Attest: 
Melonie A. Coppola, Secretary

By: American Southern Insurance Company

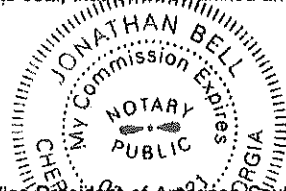
Scott G. Thompson, President

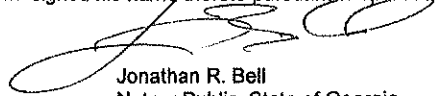


STATE OF GEORGIA
SS:
COUNTY OF FULTON

On this 24th day of January, 2018, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA
SS:
COUNTY OF FULTON

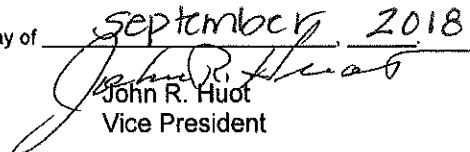


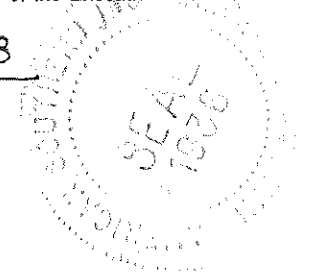

Jonathan R. Bell
Notary Public, State of Georgia
Qualified in Cherokee County
Commission Expires March 12, 2021

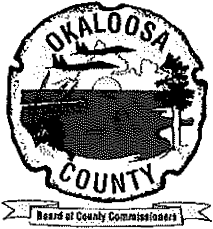
I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 18th day of September, 2018

Power No. 45717


John R. Huot
Vice President





Board of County Commissioners Purchasing Department

State of Florida

Date: March 8, 2019

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
ITB PW 40-19

Beach Chairs/Umbrella Services

Okaloosa County would like to thank all businesses which submitted responses to the Public Works Department. (ITB PW 40-19)

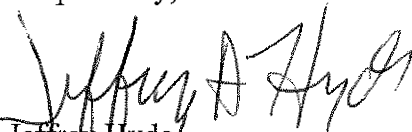
After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

Island Sands Beach Service of NW FL, LLC
P.O. Box 146
Destin, FL 32540

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.

Respectfully,



Jeffrey Hyde
Purchasing Manager

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

Procurement/Contract/Lease Number: TBD 40-19 Tracking Number: 3311-19
Procurement/Contractor/Lessee Name: Island Sands Beach LLC Grant Funded: YES ___ NO X
Purpose: contract for beach chairs/ umbrellas
Date/Term: 3 yrs & 1 yr renewals 1. GREATER THAN \$100,000
Amount: Renew 2. GREATER THAN \$50,000
Department: PLW 3. \$50,000 OR LESS
Dept. Monitor Name: Audrey

Purchasing Review

Procurement or Contract/Lease requirements are met:
[Signature] Date: 3-8-19
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

Approved as written: no redial funds Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 3-8-19
_____ Date: _____
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached Date: 3-18-19
_____ Date: _____
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

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, March 18, 2019 3:54 PM
To: DeRita Mason
Cc: Karen Donaldson; Edith Gibson; Greg Kisela; Jeffrey Hyde
Subject: RE: Island Sands Beach Service of NW FL, LLC Draft Contract

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
PLA
ATTORNEYS AT LAW

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

The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Friday, March 8, 2019 4:06 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>; Edith Gibson <egibson@myokaloosa.com>; Greg Kisela <gkisela@myokaloosa.com>; Jeffrey Hyde <jhyde@myokaloosa.com>
Subject: Island Sands Beach Service of NW FL, LLC Draft Contract

Please review and approve.

Greg-per your instructions, I have changed the signature authority to John Hofstad.

Thank you,

DeRita



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department

DeRita Mason

From: Karen Donaldson
Sent: Friday, March 08, 2019 3:36 PM
To: DeRita Mason
Subject: RE: Island Sands Beach Service of NW FL, LLC Draft Contract

DeRita

This is approved by risk.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Friday, March 8, 2019 3:06 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>; Edith Gibson <egibson@myokaloosa.com>; Greg Kisela <gkisela@myokaloosa.com>; Jeffrey Hyde <jhyde@myokaloosa.com>
Subject: Island Sands Beach Service of NW FL, LLC Draft Contract

Please review and approve.

Greg-per your instructions, I have changed the signature authority to John Hofstad.

Thank you,

DeRita

DeRita Mason

From: Amy Allen
Sent: Tuesday, March 12, 2019 4:16 PM
To: DeRita Mason
Cc: James Puckett; Jeffrey Hyde; Greg Kisela
Subject: RE: Beach Chair/Umbrella Services

They noted on Submittal #2 that they would be selling/renting paddleboards, kayaks, and bogie boards which I have no problem with.

Amy Allen
Okaloosa County Parks Coordinator
FM/Parks Complex
5489 Old Bethel Rd.
Crestview, FL 32536
Office: (850) 423-4887
Cell: (850) 546-0598
Email: aallen@myokaloosa.com

From: DeRita Mason
Sent: Tuesday, March 12, 2019 4:13 PM
To: Amy Allen <aallen@myokaloosa.com>
Cc: James Puckett <jpuckett@myokaloosa.com>; Jeffrey Hyde <jhyde@myokaloosa.com>; Greg Kisela <gkisela@myokaloosa.com>
Subject: RE: Beach Chair/Umbrella Services

Okay, did you want the optional services they listed as well or just the chairs/umbrellas?

From: Amy Allen
Sent: Tuesday, March 12, 2019 4:13 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: James Puckett <jpuckett@myokaloosa.com>; Jeffrey Hyde <jhyde@myokaloosa.com>; Greg Kisela <gkisela@myokaloosa.com>
Subject: RE: Beach Chair/Umbrella Services

I have looked over the bid packages for ITB PW40-19 and concur with the selection of Island Sands Beach Service of NW, FL, LLC to receive the contract.

Amy Allen
Okaloosa County Parks Coordinator
FM/Parks Complex
5489 Old Bethel Rd.
Crestview, FL 32536
Office: (850) 423-4887
Cell: (850) 546-0598
Email: aallen@myokaloosa.com

From: DeRita Mason
Sent: Tuesday, March 12, 2019 3:24 PM



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.
- ⚠ ALERT - Direct hyperlinks to the Federal Acquisition Regulation (FAR) are not working due to Acquisition.gov maintenance. SAM.gov will restore all hyperlinks as soon as the FAR is restored on Acquisition.gov.
- ⚠ SAM.gov will be down for scheduled maintenance Saturday, 04/13/2019, from 8:00 AM to 1:00 PM (EDT).

<p>Entity Dashboard</p> <ul style="list-style-type: none"> › Entity Overview › Entity Registration <ul style="list-style-type: none"> › Core Data › Assertions › Reps & Certs › POCs › Exclusions <ul style="list-style-type: none"> › Active Exclusions › Inactive Exclusions › Excluded Family Members <p>RETURN TO SEARCH</p>	<p>ISLAND SANDS BEACH SERVICE OF NW FL LLC DUNS: 012300821 CAGE Code: 89LM0 Status: Active Expiration Date: 03/11/2020 Purpose of Registration: All Awards</p> <p>230 GREGORY DR MARY ESTHER, FL 32569-1812, UNITED STATES</p> <hr/> <p>Entity Overview</p> <div style="border: 1px solid black; padding: 5px;"> <p>Entity Registration Summary</p> <p>Name: ISLAND SANDS BEACH SERVICE OF NW FL LLC Business Type: Business or Organization Last Updated By: Nettie Connell Registration Status: Active Activation Date: 03/21/2019 Expiration Date: 03/11/2020</p> </div> <div style="border: 1px solid black; padding: 5px;"> <p>Exclusion Summary</p> <p>Active Exclusion Records? No</p> </div>
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1110 Overcash Dr Ste D
 Dunedin FL 34698
 Nettie Connell 727-412-8069
 Toll Free 888-646-9998 Ext103
 Fax 888-255-4963

SAM Registration/Reps and Certs Completion Form

Legal Business Name: ISLAND SANDS BEACH SERVICE OF NW FL LLC

Address: 230 GREGORY DR MARY ESTHER FL 32569

Phone: 850-259-4896 Fax: N/A

DUNS# 012300821 Cage #: 8 9 L M 0

MPIN #: SAND32548 Private/Public: PUBLIC

SAM Registration/Reps and Certs Exp: 3/11/2020

Electronic Business Contact: BRIAN COX

Elec. Bus. Contact Email: BRIANGCOX@YAHOO.COM

Govt. Business Contact: BRIAN COX

Govt. Bus. Contact Email: BRIANGCOX@YAHOO.COM

Small Business Certificate: QUALFIES

DSBS Worksheets Sent: _____

DSBS Worksheets Received: _____

DSBS Update Completed: _____

Important websites to remember

United States Business Registration: www.USBRI.us

Federal Business Opportunities: www.fbo.gov (federal solicitations only)

FEMA Contractor Information: www.fema.gov/business/contractor.shtm

Small Business Administration: www.sba.gov

CONTRACT
For ITB PW 40-19
BEACH CHAIR/UMBRELLA SERVICES

April

This Contract executed and entered into this 2nd day of , 2019, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address is 1250 N. Eglin Parkway, Shalimar, Florida 32579, and Island Sands Beach Service of NW FL, LLC. (hereinafter the "Contractor"), a Florida Limited Liability Company, whose principal address is P.O. Box 146, Destin, FL 32540, states as follows:

WITNESSETH:

WHEREAS, the County through an Invitation to Bids has solicited for **Beach Chair/Umbrella Services**; and

WHEREAS, after due review of all bids, Island Sands Beach Service of NW FL, LLC has been selected for the **Beach Chair/Umbrella Services**; 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 PW 40-19, Beach Chair/Umbrella Services** date of opening March 6, 2019 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 services in accordance with the terms and conditions of this contract and attached Exhibit "A"

III. Invoice Requirements

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

IV. Duration of Contract and Termination of the Contract

The Contract will be effective when all parties have signed and will continue for three (3) years. The contract may be renewed for two (2) one (1) year periods upon mutual agreement of all 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.

V. Remedies

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

VI. Intent of Contract Documents

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

VII. Investigation

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

VIII. Notice

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

The authorized representatives of the County shall be:

Jason Autrey, Public Works Director
1759 S. Ferdon Boulevard
Crestview, FL 32536
Phone: 850-689-5772
Email: jautrey@myokaloosa.com

The authorized representative for Island Sands Beach Service of NW FL, LLC shall be:

Brian Cox, Managing Member
P.O. Box 146
Destin, FL 32540
Phone: 850-259-4896
Email: briangcox@yahoo.com

Courtesy copy to:

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

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

IX. Governing Law & Venue

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

X. Public Records

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING

TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

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

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

XI. Audit

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

XII. Assignment

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

XIII. Entire Contract & Waivers

This Contract and all exhibits as incorporated herein, contain the entire contract between the parties and supersedes all prior oral or written contracts. Contractor acknowledges that it has not

relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

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

XIV. Severability

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

XV. Independent Contractor

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

XVI. Third Party Beneficiaries

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

XVII. Indemnification and Hold Harmless

Contractor agrees to hold harmless, indemnify, and defend or, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Contract or by any

person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County.

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

XVIII. Representation of Authority to Contractor/Signatory

The individual signing this Contract on behalf of Island Sands Beach Service of NW FL, 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 Island Sands Beach Service of NW FL, 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.

XVI. Subcontracting

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

XX. Insurance

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be

on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

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

BUSINESS AUTOMOBILE LIABILITY

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

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. 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
4. 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	\$1,000,000.00 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000.00 each occurrence for Bodily Injury & Property Damage \$1,000,000.00 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000.00 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

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

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

GENERAL TERMS

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

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

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

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

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

UMBRELLA INSURANCE

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

XXI. Taxes and Assessments

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

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

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

XXII. Compliance with Laws

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

XXIII. Federal Regulations

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

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

ISLAND SANDS BEACH SERVICE OF
NW FL, LLC

Brian Cox / Managing Member

Printed Name/Title

Brian Cox
Signature

Date: 3.20.2019

OKALOOSA COUNTY, FLORIDA

Charles K. Windes, Jr.
Charles K. Windes, Jr., Chairman

~~John Hofstad, County Administrator~~

Date: 4.2.2019



Standard Contract Clauses

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.
 - a. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

- b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or
 - c. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of:
 - a. Enrollment in the E-Verify program; or
 - b. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
 - a. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

- b. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- c. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- d. Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee
 - i. Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - ii. Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - iii. Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

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

(1) Is for-

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



EXHIBIT "A"

INVITATION TO BID (ITB) & RESPONDENT'S ACKNOWLEDGEMENT

ITB TITLE:
Beach Chairs/Umbrella Services

ITB NUMBER:
ITB PW40-19

ISSUE DATE: February 18, 2019 8:00 A.M. CST

LAST DAY FOR QUESTIONS: February 25, 2019 3:00 P.M. CST

ITB OPENING DATE & TIME: March 6, 2019 3:00 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. 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 Island Sands Beach Service of NW FL, LLC
MAILING ADDRESS PO Box 146
CITY, STATE, ZIP Destin, FL 32540
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 51-0624074
TELEPHONE NUMBER: 850-259-4896 EXT: N/A FAX: N/A
EMAIL: briangcox@yahoo.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: Brian Cox TYPED OR PRINTED NAME Brian Cox
TITLE: Managing Member DATE 3-6-2019

NOTICE TO RESPONDENTS
ITB PW 40-19

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:00 p.m. (CST) March 6, 2019**, for **Beach Chair/Umbrella Services**.

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 1/2" 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.myokaloosa.com/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 **3:00 p.m. (CST), March 6, 2019**, 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 "**Beach Chair/Umbrella Services**" The County will consider all bids properly submitted at its scheduled bid opening in the **Okaloosa County Courthouse** located at 101 E. James Lee Boulevard, Room 282, Crestview, FL 32536. If delivering on the bid opening day, delivery must be in person to 101 E. James Lee Boulevard, Room 282, Crestview, FL 32536.

****NOTE: MUST RING DOORBELL TO GAIN ENTRANCE INTO ROOM 282. THE CLERK WILL COME ACCEPT YOUR PACKAGE OR SHOW YOU TO THE CONFERENCE ROOM FOR THE SCHEDULED BID OPENING****

NOTE: THE NEW CRESTVIEW COURTHOUSE HAS SECURITY AT ENTRY POINT-PLEASE ALLOW FOR TIME TO GET THROUGH SECURITY WHEN ARRIVING FOR THE BID OPENING.

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.

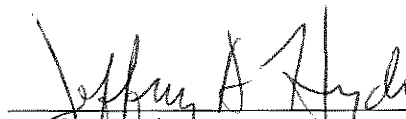
The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting Agreement that is in its best interest and its decision shall be final. The County reserves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

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:

Beach Chair/Umbrella Services

Okaloosa Purchasing
Department
5479A Old Bethel Road
Crestview, FL 32536



Jeffrey Hyde
Purchasing Manager



Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Charles K. Windes, Jr.
Chairman

SCOPE OF WORK

BID #: ITB PW 40-19

BID ITEM: Beach Chair/Umbrella Services

BACKGROUND – The County wishes to obtain a vendor to provide beach chair and umbrella services for the following public parks: John Beasley Park, Newman C. Brackin Park (The Boardwalk), Ross Marler Park, and James Lee Park (Destin). The beach chair service is provided for the convenience of the park visitors and beach goers. Vending machines are only allowed at John Beasley Park however their presence must not restrict pedestrian and/or handicap access. **No beach chair and umbrella services or vending of any kind is allowed at the seven (7) beach access ways off of Santa Rosa Blvd.**

No signs, advertisements, displays, etc. are permitted in the breeze/walk way that restricts pedestrian and/or handicap access. No solicitation is permitted in any public parks.

FORMAT – Okaloosa County is requesting bids based on two alternate plans, and reserves the right to award a contract for the plan best meeting its needs and offering the least interference with citizens visiting our public beaches.

SUBMITTAL #1 – This submittal is based on the rental of beach chairs and umbrellas only at the following public parks: Newman C. Brackin (The Boardwalk), John Beasley, Ross Marler, and James Lee (Destin). **Beach access ways one, two, three, four, five, six, and seven off of Santa Rosa Blvd. are not included as service areas.**

SUBMITTAL #2 - This submittal will include all of Submittal #1 and any other suggested rental or sale of products. The products are to be limited to beach going products such as but not limited to: sunscreen, beach toys, floating apparatuses, beach towels, hats, sunglasses, etc. Items may be present for purchase but no solicitation of beach visitors is permitted.

Both submittals shall be based on the following:

1. No jet ski rentals shall be allowed.
2. No items for sale or rent shall contain any type of petroleum base fuel.
3. No side by sides, four wheelers, trailers or any such equipment shall be allowed in the park.
4. The contractor shall follow and obey all local, county, state and federal requirements.
5. The contractor shall obtain all necessary permits.
6. **Contractor will comply with all pertinent sections of all the Code of Ordinances of Okaloosa County, Florida, Chapter 16 – Parks and Recreation; Article II – County Recreation Areas and any future ordinance changes which applies to beach vending.**
 - o Section 16-43. Regulation of use of conduct at the beach, county parks, water bodies, and all recreational areas in unincorporated areas of Okaloosa County is included below:

o **Sec. 16-43. - Regulation of use and conduct at the beach, county parks, water bodies, and all recreational areas in unincorporated areas of Okaloosa County.**

(a) *Overnight camping.* Overnight camping is restricted to posted parks only. Otherwise it shall be unlawful to camp or leave non permitted items such as, but not limited to, collapsible structures, tents (including tent frames), umbrellas, sheds, trailers, etc. unattended overnight and/or those time periods during which the beaches, county parks, or recreational areas are closed.

(b) *Fires and fireworks.* It shall be unlawful for any person, firm, corporation, or other legal entity to ignite any substance or material or to light or participate in the lighting of any fire between the vegetation line or mean high water mark (beach area), whichever is a greater distance from the water's edge, and the water's edge of the Gulf of Mexico in Okaloosa County, Florida. No person shall bring into, possess, or set off or otherwise cause to explode or discharge or burn any fireworks as defined herein in any county park or any other county owned or leased property unless approval has been granted by the Board of County Commissioners or their designee.

(1) No open fires/flames are allowed at John Beasley Park, James Lee Park, Newman C. Brackin Park or the Okaloosa Island Pier. This includes but is not limited to sternos, Bar-B-Q grills, candles, tiki torches, fireworks, etc.

(2) No fires are allowed in county public parks or recreation areas except in the grills and/or fire rings that have been provided by the parks division.

(c) *Fishing.* It shall be unlawful for any person on property owned by Okaloosa County:

(1) To fish in the Gulf of Mexico after having been warned by any law enforcement officer that the health and safety of bathers is being endangered; or

(2) While on the beach to intentionally fish for sharks or to fish by those methods commonly known as "chumming" or "blood baiting."

(3) Nothing in this section shall be construed to create a duty on the part of any governmental employee or agent to prevent fishing or to warn of the presence of sharks in the Gulf of Mexico.

(d) *Glass containers.* No person, firm, corporation, joint venture, partnership, or other legal entity shall possess or utilize any glass or ceramic bottle or container in or on any public park, beach, or recreational area in the county.

(e) *Soliciting and canvassing.* It shall be unlawful for any person to solicit or canvass within the boundaries or in front of at any county park, beach or recreation area, except those operating with a permit issued by the Board of County Commissioners or their designee.

(f) *Littering.* It shall be unlawful for any person to discard or otherwise dispose or abandon any trash, garbage, bottles, containers, cans, dead fish or parts thereof, charcoal briquettes or ashes, or any other litter on the beach, County Park or recreational area except in designated containers for that purpose. It is further unlawful to dispose of any household or commercial garbage on the beach, County Park or any recreational area.

(g) *Obstructions on the beach.* It shall be prohibited for all types of personal property, including by way of example and not limitation, canopies, cabanas, umbrellas and other shading devices, picnic tables, coolers, tiki huts, volleyball nets, hammocks, beach chairs, other furniture, tents (including tent frames), toys, towels, blankets and other personal articles to be left on the beach overnight or in such a manner that they interfere with beach maintenance, or cleaning, nesting turtles, emergency vehicles, or lifeguards' view of the water. It shall be prohibited for all types of personal property to remain on the beach from midnight and 7:30 a.m. Central Time (standard or daylight savings time, whichever is in effect).

There shall be a minimum setback of 25 feet from the gulf side of the dune on all public beaches on Okaloosa Island and James Lee Park for an emergency access lane.

(h) *Swimming, surfing, use of rafts, floats and other flotation devices.*

(1) The director of public safety or the Okaloosa County Sheriff shall have the authority to declare that a state of emergency exists and order the posting of double red flags prohibiting entry into the water. This shall apply to all county public beaches and beach access ways on Okaloosa Island and James Lee Park.

(2) Following a declaration of a state of emergency for any portion of any water body in Okaloosa County including the incorporated areas, and the posting of double red flags prohibiting entry into the water, failure to comply with directions of lifeguards or law enforcement officers shall be a violation of Section 843.02, Florida Statutes, or other applicable statute. Those persons surfing as defined herein with a surfboard attached to the surfer by a leash are exempt from this article.

(3) No person, firm, corporation or other legal entity except a lifeguard or other person actually engaged in a rescue attempt shall:

a. Operate any watercraft, swim, bathe, surf, wade or dive within 150 feet of the Okaloosa Island Pier extending into the Gulf of Mexico on Okaloosa Island.

b. Swim or bathe in violation of an order given pursuant to subsection (h) of this section.

(i) *Flag warning system.*

(1) A flag warning system shall be adopted by the Board of County Commissioners.

(2) All county beaches as referenced in subsection (h)(1) and public access points to beaches leading to the Gulf of Mexico shall display a sign informing the public of the beach flag warning system, and hours lifeguards are on duty and notification that when lifeguards are not on duty swimmers shall swim at their own risk. The sign shall not be less than 24 inches wide and 30 inches long.

(3) Beach vendors and contractors and other governmental entities are encouraged to post the beach flag warning system sign in a prominent place at their place of business. The sign shall be in color and not less than 24 inches wide and 30 inches long.

(4) Beach lifeguards at county beaches, as referenced in subsection (h)(1), shall post the appropriate flags depicting current conditions at each designated beach from the second Saturday in March through the second weekend in October. Warning flags will be raised

when lifeguards are on duty and actively guarding and will be lowered when lifeguards leave the beach daily.

(j) *Sound amplification.* No audio device, such as but not limited to, loudspeakers, television, radio, compact disc, tape, record player, iPod, phone, computer, or musical instrument, except equipment used by law enforcement, rescue or beach safety personnel, shall be used on the beach, county park, recreational areas and water bodies in any manner, that can be heard by a person using normal hearing facilities, at a distance of 100 feet or more from the source of the sound except if permitted by a county sanctioned event, e.g., a concert or other event.

(k) *Removal of beach sand.* No beach sand may be removed from the beach except for permitted construction under guidelines established by the county.

(l) *Removal of water.* No water may be pumped from the Gulf of Mexico except for permitted construction under guidelines established by the county.

(m) *Animals.* Animals are prohibited in county parks, beaches or other recreational areas with the exception of those used for assistance as a service animal in accordance with Section 413.08, Florida Statutes, or law enforcement.

(n) Use of illegal drugs, alcohol and fireworks shall be prohibited in any county park, beach or other recreational area. The prohibition of the use of alcohol does not apply within the appropriately licensed establishments at the Island Pier, Newman C. Brackin Park and James Lee Park and any other establishment in a county park as approved by the Board of County Commissioners or its designee.

(o) Disorderly conduct will not be permitted at any county park, beach or recreational area. It shall include but not be limited to profanity, fighting, and disturbing the public peace.

(p) *Abandonment.* Any item generally used for boating, swimming, sunbathing, beach recreation, advertised or non-advertised sports activities and/or gatherings which remains unattended on the beach or county recreational areas for more than the permitted time, or during a time that is prohibited, shall be deemed abandoned. Abandoned items of personal property in violation of this article are hereby declared a public nuisance.

(q) The use of trampolines or bounce houses may not be used on the beach or at any county recreational area.

(r) *Enforcement.*

(1) The Sheriff Department, Okaloosa County Public Works Parks Department, and Okaloosa County Public Safety Department are hereby authorized and directed to remove from the beaches and recreation areas items of personal property that are abandoned as provided in this article.

(2) Abandoned items removed from beaches or recreation areas shall become property of Okaloosa County which shall dispose of the items in any legal manner it deems appropriate.

(Ord. No. 08-06, § 3, 3-18-08; Ord. No. 11-13, § 3, 9-20-11; Ord. No. 13-07, § 3, 1-22-13; Ord. No. 17-18, § 1, 9-5-17)

7. No chairs/umbrellas sets are to be set up on the beach prior to 7:30 a.m.
8. Only ten (10) setups are to be set up at the beginning of the each day. All other setups will be establish at customer's request.
9. There shall be a minimum setback of twenty-five (25') feet from the gulf side of the dune on all public beaches on Okaloosa Island and James Lee Park for an emergency access corridor.
10. Contractor will be required to relocate or remove any equipment or product for sale or rental deemed to be unsafe by the County.
11. Contractor will be required to remove and/or relocate all equipment in the event of a tropical storm or hurricane.
12. No alcoholic beverages, glass or fire is allowed on County public beaches.
13. The contractor will insure that their area is kept in a clean manner and that all trash in the area be removed on a daily basis.
14. If overnight storage of any equipment is required, Okaloosa County will designate the location.
15. Contractor shall furnish a Performance Bond in the amount of ten thousand (\$10,000) dollars at the time of submission of its bid or proposal as security for the faithful performance of this contract.
16. The contractor shall pay: "Okaloosa County BCC" 50% of the annual bid on May 1st and 50% on September 1. Checks shall be mailed to:

Okaloosa County Finance Department
Okaloosa Co. Court House
101 E. James Lee Blvd., Room #157
Crestview, FL, 32536.

17. Contractor shall not rent or place on the beach any equipment which is or could be dangerous to the general public.
18. Proof of insurance certification meeting the bid requirements.

TIME PERIOD – The selected contractor will be allowed to set up beach chairs and umbrella services from the 1st weekend in March through October 31, from 7:30 a.m. until one hour after sunset daily.

LOCATIONS – The selected contractor may offer beach chair and umbrella rentals at the following locations only:

- John Beasley Park (Okaloosa Island)
- Ross Marler Park (Okaloosa Island)
- Newman C. Brackin Park (The Boardwalk) (Okaloosa Island)
- James Lee Park (East Okaloosa County – Destin)

CONTRACTOR SHALL ENSURE –

1. No employee shall be under the influence of alcohol or consume alcohol while on duty.
2. No employee shall be under the influence of a controlled substance or have a controlled substance in the possession while on duty.
3. All employees shall be dressed neatly.
4. All employees shall treat the public in a courteous and respectful manner and will report any confrontations immediately to the County representative.
5. Report to the County Parks Staff any conflict issues involving competing beach vendors or the public.

INFORMATION – Questions about this ITB shall be directed to DeRita Mason, Purchasing department, 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.

TERM

The contract shall begin when all parties have signed and will run for three (3) years. The contract may be renewed for two (2) one (1) year periods upon mutual agreement of all parties.

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 08/01/2018

PERFORMANCE BOND

A performance bond in the amount of \$10,000 will be required at the time of the contract signature as security for the faithful performance of this contract.

CONTRACTORS INSURANCE

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

WORKERS' COMPENSATION INSURANCE

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

approved by the County.

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

BUSINESS AUTOMOBILE LIABILITY

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

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. 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
4. 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	\$1,000,000.00 each accident (A combined single limit)
3.	Commercial General Liability	\$1,000,000.00 each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4.	Personal and Advertising Injury	\$1,000,000.00 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

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

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

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

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

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

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

UMBRELLA INSURANCE

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

GENERAL BID CONDITIONS

1. 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
(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.myokaloosa.com/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.

2. 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.

3. **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.
4. **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.

5. **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.

6. **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.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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:
 - a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
 - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
 - c. 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.
 - d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
 - e. 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.
 - f. Default under previous contract.

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

14. AWARD OF BID

- a. **Okaloosa County Review** - Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.
 - b. 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.
 - c. 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.
 - d. 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.
- 15. PAYMENTS** – Vendor shall make all firm fixed commission fees payable to the County of Okaloosa and remitted to BCC Finance, Crestview Courthouse located at 101 E James Lee Boulevard, Crestview, FL 32536.
- 16. 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.
- 17. 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.
- 18. 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.

- 19. REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
- 20. 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.
- 21. 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.

- 22. REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071(1)(b) 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.
- 23. 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.
- 24. 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.

- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. ACCEPTANCE** - Delivery of material to Okaloosa Board of County Commissioners does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the material meets contract specifications and conditions as listed. Should the delivered material differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. The Purchasing Department shall be notified of the deviation in writing within 10 days and the provisions of the delivery paragraph shall prevail. If the proposed corrective action is not acceptable to Okaloosa County, the final acceptance of the material shall remain the property of the supplier and the county shall not be liable for payment for any portion thereof.

32. THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED WITH THE BID PACKET. FAILURE TO SUBMIT ALL REQUIRED FORMS MIGHT RESULT IN YOUR SUBMITTAL BEING DEEMED NON-RESPONSIVE:

- a. Drug-Free Workplace Certification Form
- b. Conflict of Interest
- c. Federal E-Verify
- d. Code 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
- m. Governmental Debarment & Suspension

DRUG-FREE WORKPLACE CERTIFICATION


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

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

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

DATE: 3-6-2019
COMPANY: Island Sands Beach Service of NW FL, LLC
ADDRESS: 230 Gregory Drive
Mary Esther, FL 32569

PHONE NO.: 850-259-4896

SIGNATURE: 
NAME: Brian Cox
(Typed or Printed)
TITLE: Managing Member
E-MAIL: briangcox@yahoo.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.

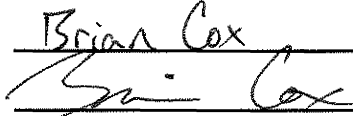
Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO X _____

NAME(S)

POSITION(S)


FIRM NAME: Island Sands Beach Service of NW FL, LLC
BY (PRINTED): Brian Cox
BY (SIGNATURE): 
TITLE: Managing Member
ADDRESS: 230 Gregory Drive
Mary Esther, FL 32569
PHONE NO. 850. 259. 4896
E-MAIL briangcox@yahoo.com
DATE 3-6-2019

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 Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

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

DATE: 3-6-2019

SIGNATURE: 

COMPANY: Island Sands Beach Service
of NW FL, LLC

NAME: Brian Cox

ADDRESS: 230 Gregory Drive
Mary Esther, FL 32569

TITLE: Managing Member

E-MAIL: briangcox@yahoo.com

PHONE NO.: 850.259.4896

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 sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

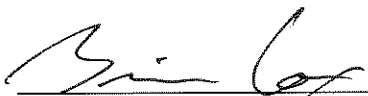
The period commences from the time of advertisement until contract award.

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

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

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

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

I  representing Island Sands Beach Service of NW FL, LLC
Signature Company Name

On this 6th day of March 2019 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

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

Product Description: N/A

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

Yes _____ No _____

Specify: N/A

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

Yes _____ No _____

Specify: N/A

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

Name of Respondent: Island Sands Beach Service of NW FL, LLC

E-Mail: briangcox@yahoo.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.

Island Sands Beach Service of
NW FL, LLC

Respondent's Company Name

230 Gregory Drive
Mary Esther, FL 32569

Physical Address

PO Box 146
Destin, FL 32540

Mailing Address

850-259-4896

Phone Number

850-685-9483

Cellular Number

3-6-2019

Date


Brian Cox

Authorized Signature – Manual

Brian Cox

Authorized Signature – Typed

Managing Member

Title

N/A

FAX Number

850-259-4896
850-685-9483

After-Hours Number(s)

briangcox@yahoo.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:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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, ^{Island Sands Beach Service} ~~of NW FL, 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 380], *et seq.*, apply to this certification and disclosure, if any.

Brian Cox Signature of Contractor's Authorized Official

Brian Cox / Managing Member Name and Title of Contractor's Authorized Official

3-6-2019 Date

COMPANY DATA

Respondent's Company Name: Island Sands Beach Service of NW FL, LLC

Physical Address & Phone #: 230 Gregory Drive
Mary Esther, FL 32569

Contact Person (Typed-Printed): Brian Cox

Phone #: 850-259-4896

Cell #: 850-259-4896

Federal ID or SS #: 51-0624074

DUNNS #: 012300821

Respondent's License #:

Fax #: N/A

Emergency #'s After Hours,
Weekends & Holidays: 850-259-4896
850-685-9483

Email Address: briangcox@yahoo.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 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 unique entity identifier will be used by the Contracting Officer 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 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) Tradestyle, 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: Island Sands Beach Service of NW FL, LLC
Entity Address: 230 Gregory Drive, Mary Esther, FL 32569
Duns Number: 012300821
CAGE Code: Renewal Applied For

ADDENDUM ACKNOWLEDGEMENT

ITB PW 40-19

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

ADDENDUM NO. _____ **DATE** _____

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.

BID SHEET

Bid #: ITB PW 40-19

BID ITEM: BEACH CHAIR/UMBRELLA SERVICES

SUBMITTAL #1

Okaloosa Parks: 1st weekend in March through October 31

Beach chair & umbrella rental @
James Lee Park
Newman C. Brackin (The Boardwalk)
John Beasley Park
Marler Park

\$ 135,000.00 per year
One Hundred Thirty Five Thousand per year.

SUBMITTAL #2

Okaloosa Parks: 1st weekend in March through October 31

To include submittal #1 & optional sales and rental

****PRICING SHOULD INCLUDE ALL SALES****

Paddle boards + kayaks + boogie board rentals

\$ 155,000.00 per year
One Hundred Fifty Five Thousand per year.

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).

Island Sands Beach Service of NW FL, LLC

Bidder's Company Name

230 Gregory Dr.

Address

Mary Esther, FL 32569

Address

850.259.4896

Phone #

51-0624074

Federal ID # or SS #

Brian Cox

Authorized Signature – Manual

Brian Cox

Authorized Signature – Typed

Managing Member

Title

N/A

Fax #

Date Submitted: 3.6.2019

Government Debarment & Suspension

Instructions

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


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

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


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

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

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

 Brian Cox Managing Member

Printed Name and Title of Authorized Representative



Signature

3-6-2019

Date

Exhibit "B"

Standard Contract Clauses

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. **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.
4. **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.

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States,

whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,

- c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of

a. All new employees.

- i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

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, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

- i. Enrollment in the E-Verify program; or

- ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

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

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

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

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



ISLAN-1

OP ID: ND

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
02/06/2019

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

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

PRODUCER Niceville Insurance Agency 109 Bullock Blvd Niceville, FL 32578 Garrett Floyd	850-729-2131	CONTACT NAME: Garrett Floyd PHONE (A/C, No, Ext): 850-729-2131 E-MAIL ADDRESS: garrett@niafi.net FAX (A/C, No): 850-729-2134
	INSURER(S) AFFORDING COVERAGE	
INSURED Island Sands Beach Service of NW FL LLC PO Box 146 Destin, FL 32540	INSURER A: Penn-America Ins Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

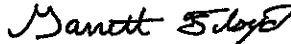
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	PAC7156324	03/29/2018	03/29/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO 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) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)

Fax: 689-5630 Attn: Amy Allen aallen@myokaloosa.com
 Certificate Holder has been listed as Additional Insured for General Liability purposes.

CERTIFICATE HOLDER OKALO27 Okaloosa County Board of County Commissioners 1250 N Eglin Pkwy Shalimar, FL 32579	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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