

**REQUEST FOR PROPOSALS
DEVELOPMENT & MANAGEMENT OF COUNTY
OWNED PROPERTY LOCATED ON
OKALOOSA ISLAND**



RFP #: BCC 09-12

RFP DUE: MAY 4, 2012 @ 4:00 P.M.

**THE INTENT OF THIS RFP IS TO OBTAIN PROPOSALS FOR OPERATING A REVENUE
GENERATING RECREATIONAL ATTRACTION ON OKALOOSA ISLAND**

REQUEST FOR PROPOSAL TO PROVIDE A REVENUE GENERATING RECREATIONAL ATTRACTION ON OKALOOSA ISLAND

The Okaloosa County Board of County Commissioners, under the provisions of Section 287.055, Florida Statutes, and Board policy request proposals from professional firms to provide a revenue generating attraction on Okaloosa Island.

Firms desiring consideration should provide an original and six (6) copies of their statement of proposal. Copies of the RFP may be obtained from the Okaloosa County Purchasing Department, 850-689-5960, or by downloading them from our website at www.co.okaloosa.fl.us (Departments, Purchasing, Vendor Registration & Opportunities).

Proposals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than **4:00 p.m.,(CST) May 4, 2012 in order to be considered.**

All proposals must be in sealed envelopes reflecting on the outside **"Proposal to provide a Revenue Generating Recreational Attraction on Okaloosa Island."**

All proposals should be addressed as follows:

Okaloosa County Purchasing Department
Attn: Richard Brannon
602-C North Pearl St.
Crestview FL 32536

//Signed// _____

Richard L. Brannon
Purchasing Director

01/26/2012

Date

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY

Don Amunds
Chairman

**OKALOOSA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PROPOSALS TO
PROVIDE A REVENUE GENERATING RECREATION
ATTRACTION ON OKALOOSA ISLAND
RFP #: BCC 09-12**

REQUEST – This document is a Request for Proposals from interested parties for the purpose of financing, designing, constructing, operating and managing a high quality revenue generating recreation attraction on property owned by the Okaloosa County, Florida Board of County Commissioners.

BACKGROUND – The property (see attached aerial photos) consists of two parcels:

Property #1 – 4.4 acres +/- which was part of an old nine hole golf course.

Property #2 – 2.8 acres +/- which was being utilized as a mini golf course.

The County anticipates awarding a contract for development that includes a long-term ground lease and development agreement, with options to renew at the County's sole discretion. Proposers should include in their package the number of years requested in the original lease.

Proposers may submit a plan utilizing one or both parcels. The County reserves the right to award use of the two parcels to two different firms (splitting them), if in the best interest of the County or to award both properties to one firm.

Attached is an aerial view of the property showing improvements/usage of adjacent parcels. All submittals will be heavily weighed/ranked based on our submittals compatibility to existing and planned use. The County has plans to expand Marler Park and the existing Boat Ramp Facility, adding a seawall/boardwalk on the Bay Side, adding a concrete 30,000 sq. ft. Pad/Pavilion adjacent to the Conference Center, developing 3.5 acres for the Emerald Coast Wildlife Refuge and keeping 14 acres in a natural habitat.

Submittals must include parking utilizing the parcel site acreage and using parking in adjacent areas. The parking lot to the South of the two parcels is limited. Proposals must include how you plan to create increased parking due to the expectations of your proposal.

Submitters should clearly identify if they qualify as a non-profit organization for determination of taxing.

**All questions should be forwarded to Richard Brannon, Purchasing Director
E-mail: rbrannon@co.okaloosa.fl.us; Fax 850-689-5970**

SPECIAL CONDITIONS

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

The period commences when the procurement document is received on the due date and terminates when the Board of County Commissioners approves an award.

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

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

Any attempt by a vendor/proposer to influence a member or members of the aforementioned shall be grounds to disqualify the proposer from consideration during the selection process.

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

I _____ representing _____
Signature **Company Name**

Hereby agree to abide by the County's **"No Contact Clause"** and understand violation of this policy shall result in disqualification of my proposals/submittal.

2. **Project Description** – Work included under this contract shall include all labor, permits, and materials required for performing all work necessary to develop, build and manage a recreational facility on Okaloosa Island.
3. **Pre-Proposal Activity** – The contractor acknowledges and declares that it has visited and examined the site, examined all physical, legal, and other conditions affecting the work and is fully familiar with all of such conditions. In connection therewith, contractor specifically represents and warrants to Owner in this document, that it has, by careful examination, satisfied itself as to: (1) the nature, location, and character of the project and the site, including, without limitation, the surface and subsurface conditions of the site and all structures and obstructions thereon and thereunder, both nature and man-made, and all surface and subsurface conditions of the site and the surrounding area; (2) the nature, location, and character of the general area in which the project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete

the work in the manner and within the cost and time frame required by the contract documents.

4. **Applicable Laws and Regulations** - The proposers attention is directed to the fact that all applicable state laws, county municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they are written out in full herein.
5. **Indemnification & Hold Harmless** - Each contractor must submit an executed sworn certification that he will comply with the Hold Harmless Clause in accordance with the provisions of Florida Statutes, Section 725.06.

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

6. **Conflict of Interest** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposal 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.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the Clerk of Circuit Court of Okaloosa County if he is an officer or employee of the County, disclosing his or spouses or child's interest and the nature of the intended business.

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

7. **Public Entity Crime Information** - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, 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 Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.
8. **Investigation of Proposer** - The County may make such investigations, as it deems necessary to determine the stability of the contractor to perform the work and that there is a no conflict of interest as it relates to the projects. The contractor shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

9. **Bonding Requirements**

- A. **Proposer Bond** – A proposal bond, in the form prescribed, Cashier’s or Certified check, is required in an amount of \$10,000.00. The Proposal Bond must be attached to the proposal.
- B. **Performance & Payment Bond** – The proposer to whom the contract is awarded shall furnish to the Owner, without extra compensation, and shall maintain in effect throughout the life of the contract, and for the duration of the period described in the bond, acceptable Performance & Payment bonds in sums at least equal to the full amount of the contract, conditioned to indemnify and save harmless the County from and against any loss, damage, or expense ensuing from failure on the part of the contractor to faithfully and properly perform the contract or to promptly pay all its subcontractors, suppliers, material, men or laborers for work completed on the project. The required forms for the performance and payments bonds are included in these instructions.

If within ten (10) calendar days after the acceptance of the proposal, the successful proposer shall refuse or neglect to execute the contract and to furnish the required performance and payment bonds properly signed by the proposer and the surety or sureties satisfactorily to the Owner, the proposer shall be deemed to be in default and the Owner will retain the proposal security as liquidated damages, but not as a penalty. The Owner reserves the option to accept the proposal of any of the other proposers within ten (10) calendar days from default, in which case such acceptance shall have the same affect on such proposer as though he were the original, successful proposer.

10. **The Contract Documents** – The contract documents provided by the successful proposer will consist of the proposal documents, technical specifications, the plans, the contractor’s proposal and bonds; addenda issued prior to execution of the agreement, other documents specifically incorporated by reference in the contract documents, modifications issued after executive of the agreement. A modification is:

- 1. A written amendment to the contract signed by both parties;
- 2. A change order;
- 3. A construction change directive

11. **Hierarchy of Contract Documents** – In the event conflicts, inconsistencies, discrepancies, or ambiguities between the contract documents arise, unless otherwise provided, the controlling instrument shall be determined by the descending order of the contract documents as follows:

- 1. Modifications issued after the executive of the agreement.
- 2. Addenda issued after the proposal was advertised to potential proposers.
- 3. Special provisions.
- 4. Technical special provisions.
- 5. Plans.

- 6. Special Proposal Conditions.
 - 7. Supplemental Conditions.
 - 8. Standard Specifications.
 - 9. General Standard Conditions of Construction Contract.
12. **The Work of this Contract** – The term “work” means the construction and services, whether complete or partially completed, required by the contract documents and includes all other labor, materials, equipment and services provided or to be provided by the contractor to fulfill the contractor’s obligations. The work constitutes as part of the project.
13. **Protection of Work Area** – The successful contractor will be required to protect all work areas in a manner necessary to prevent accidents and ensure safe working conditions for employees and work related personnel. The contractor will be responsible for any damages to existing utilities, concrete, asphalt, buildings or grounds, etc. and shall repair or replace any damage at his own expense.
14. **Date of Commencement & Project Completion** - The Date of Commencement shall be the date on which the Owner issues the Notice to Proceed, or such date prior on which the contractor is allowed by the County to begin work. Regardless of the contractor’s date of actual commencement of work, contract time will be charged from the Date of Commencement until Final Completion of the work. The County shall establish the number of calendar days allowed for final construction in negotiations with the successful proposer.
15. **Liquidated Damages** – The County wants assurance that once started, the project will stay on schedule and be completed in a timely manner.
- A. In case of failure on the part of the Proposer to complete the work within the time(s) specified in the contract, or within such additional time(s) as may be granted by Okaloosa County, the County will suffer damage, the amount of which is difficult, if not impossible, to ascertain. Therefore, the Proposer shall pay to the County, as liquidated damages, the amount established in the schedule below for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. In no way shall costs for liquidated damages be construed as penalty on the contractor.

<u>Original Contract Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$50,000 and under	\$ 311
Over \$50,000 but less than \$250,000	972
\$250,000 but less than \$500,000	1584
\$500,000 but less than \$2,500,000	1924
\$2,500,000 but less than \$5,000,000	2694
\$5,000,000 but less than \$10,000,000	3902
\$10,000,000 but less than \$15,000,000	6102
\$15,000,000 but less than \$20,000,000	7022
\$20,000,000 and over	7022 plus 0.2% for any amount over

\$20 million

- B. **Determination of Number of Days of Default:** For all contracts, regardless of whether the contract time is stipulated in calendar days or working days, the default days shall be counted in calendar days.
 - C. **Conditions under which Liquidated Damages are Imposed:** Should the Proposer or, in case of his default, the Surety, fail to complete the work within the time stipulated in the contract, or within such extra time as may have been granted by the County, the Proposer or, in case of his default, the Surety, shall pay to the County, not as a penalty, but as liquidated damages, the amount so due as determined by the Code requirements, as provided above.
 - D. **Right of Collection:** The County shall have the right to apply as payment on such liquidated damages any money which is due to the Proposer by the County.
 - E. **Permitting Proposer to Finish Work:** Permitting the Proposer to continue and to finish the work, or any part of it, after the expiration of the contract time allowed, including extensions of time granted to the Proposer, shall in no way act as a waiver on the part of the County the liquidated damages due under the contract.
 - F. **Completion of Work by County:** In case of default of the contract and the completion of the work by the County, the Proposer and his Surety shall be liable for the liquidated damages under the contract, but no liquidated damages shall be chargeable for any delay in the final completion of the work by the County due to any unreasonable action or delay on the part of the County.
16. **Proposer's Closeout Submittals to County** – Successful Proposer's Advertisement of Completion – The contractor immediately after being notified by the Engineer that all other requirements of this contract have been completed shall give notice of said completion by an advertisement for a period of four (4) successive weeks in the newspaper with the widest circulation published within the County or counties where the work is performed. (i) Proof of publication of said notice shall be made by the contractor to the County, by affidavit of the publisher and a printed copy of the published notice. If no newspaper is published in any county where the work is done, the notice may be given by posting at the courthouse for thirty (30) days and proof of same shall be made by the Probate Judge or Sheriff and the contractor. (ii) A release of liens, (iii) Certification from surety that payment bond and performance bond shall remain in effect, during the one year warranty period, and (iv) consent of the surety for final payment, final payment on accounts of this agreement shall be made within sixty (60) days after completion by the contractor of all work covered by this agreement and acceptance of such work by the Owner.
17. **Examination of Plans, Specifications, Special Provisions & Site of Work** – All prospective contractors shall examine carefully the contract documents and the site of the proposed work before submitting a proposal for the work contemplated. He shall investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all contract documents.

18. **Utilities** – All work must be coordinated through the appropriate offices. The successful contractor while operating in the vicinity of overhead or underground utilities shall exercise extreme care and diligence. The contractor shall make restitution for any loss due to damage by the contractor's forces or equipment. The contractor shall contact the appropriate company or organization for the location and protection of all utilities prior to commencement of construction.

Where utility work must be coordinated with highway construction operations, the portion of the anticipated relocation period covering such concurrent work may or may not be complete on the day highway construction commences and may or may not be consecutive days. The anticipated scheduling of adjustments and relocation work will be established at the preconstruction conference.

19. **Miscellaneous Provisions** – The agreement was executed and delivered in the State of Florida and all disputes arising hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida. Venue for all purposes shall be exclusively in Okaloosa County, Florida. The proposer's attention is directed to the fact that all applicable laws, County and municipal ordinances, orders, rules and regulation of all authorities have jurisdiction over the project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written out in full herein.

The parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments (including deeds, release and disclaimers) as any party may reasonably request for the purpose of carrying out this agreement and the related contract documents.

This agreement and the related contract documents may be modified or amended only by written instrument. If the event any term or provision of this agreement or the related contract documents shall to any extent be held to be illegal, invalid, unenforceable, or non-operative as a matter of law, the remaining terms and provisions of this agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

This agreement and the related contract documents shall not be construed in favor or against any party on the basis that the party did or did not author this agreement and the related contract documents. Any party shall have the right to specifically enforce the provisions of this agreement and the related contract documents. All exhibits attached hereto are incorporated in this agreement and the related contract documents and made a part hereof by reference. This agreement and the related contract documents shall become effective only when all parties execute this agreement and all related contract documents thereto. No party has agreed to or promises to do any act or thing not contained in this agreement and the related contract documents.

20. **Conditional & Incomplete Proposals** – The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those that make it impossible to determine the trust amount of the proposal.
21. **Reorganization & Bankruptcy Proceedings** – Proposals will not be considered from vendors who are currently involved in official financial reorganization or bankruptcy proceedings.

22. Right to Waive and Reject:

- A. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.
- B. There is no obligation on the part of the County to award the proposal to the lowest proposer, and the County reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa county, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- C. The Board of County Commissioners reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.
- D. The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those which made it impossible to determine the true amount of the proposal.

23. Disqualification of Proposers:

Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
- 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. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.

24. **Preparation of Proposals** – Proposals must be submitted upon the prescribed forms provided herein. All blanks spaces must be filled in as noted in ink or typed in both words and numbers with the amount extended and totaled. No changes shall be made in phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the figures, the written amounts shall govern. Any proposals may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for or which shall in any manner fail to conform to the conditions or published notice inviting proposals.
25. **Discrimination** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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.
26. **Regulation & Ordinances** – The proposer is required to be familiar with all Federal, State and Local Laws, Ordinances, Code rules and regulations that may in any way affect the work. Ignorance on the part of the proposer shall in no way relieve proposer from responsibility.
27. **Prohibition Against Contingent Fees** – Florida Statute 287.6.a. requires the following statement, duly signed and notarized, be included in each submittal:
- “The respondent warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the respondent, any fee, commission or percentage, gift or other consideration contingent upon or resulting from award or making of this agreement.”
28. **Financial Background Information** – Proposers shall include the following financial information in their submittal:
- a. Balance sheet and income statement for the last two (2) fiscal years, prepared in accordance with generally accepted accounting principles, reflecting the current financial condition of the proposer. Also include the interim balance sheet and income statement of any significant financial events occurring subsequent to the closing of the most recent financial statement.
 - b. Describe the form of business organization and ownership structure of the proposer. Each proposer should provide the principal address and phone number of its business and the contact person responsible for the proposal.
 - c. At least (1) bank reference and three (3) trade references.

The County reserves the right to conduct a credit check on any entit(ies) submitting proposal under this RFP process and by submitting a proposal said proposer agrees and consents to such.

29. **Protection of Resident Workers** – The Okaloosa County Board of County Commissioners actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, 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 Verification. The contractor 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 requirement.

Proposers 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 & Verification System to confirm eligibility of all employees to work in the United States.

30. The Board of County Commissioners of Okaloosa County in its absolute discretion may reject any response of a firm that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely and acceptable fashion, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential firms.

31. **Evaluation & Selection** – A Selection Review Committee appointed by the Board of County Commissioners (the Board may elect to serve as the Review Committee) will evaluate all submittals received and:

A. Prepare an alphabetical listing of the firms determined to be interested and available. Evaluate the responses meeting minimum submission criteria based upon qualifications and conduct discussions with those firms deemed to be the most highly qualified to provide the services required. Each of the firms will be required to execute the Truth-In-Negotiation certificate as defined in Florida Statutes 287.055. Selection as best qualified will be based on the following considerations:

1. Understanding of proposed use of land and limitations.
2. Type of product proposed.
3. Proposed revenue generation.
4. Projects handled of similar nature.
5. References.
6. Ability to finance project.
7. Proposed management staff.

B. Review of all responses received will proceed as follows:

1. The selection committee will review all documents submitted.

2. The committee's ranking of prospective firms shall be based on the evaluation criteria listed on the attached ranking sheet as provided in the submittal.
3. Upon ranking and formulating a short list of top ranked proposals, that list will be presented to the Board of County Commissioners. The Board will determine if presentations are required. If presentations are required, they will be made to the Board members in a special called meeting.

The Board will make the final selection.

- C. Negotiations between the selection committee, or the committee designee, and the top firm (or firms) ranked highest on the Board approved short list will proceed as follows:
 1. Negotiations will be held with the first firm(s) on the priority list, depending on how proposals are submitted.
 2. If no tentative agreement can be reached with the first firm, then negotiations will commence with the next firm on the short list, if so directed by the Board.
 3. If no tentative agreement is reached with the top ranked firm, then the committee shall return to the Board to report such and recommend that a new short list be established from among the other responses received. If for any reason said procedure is not feasible, the committee shall seek direction from the Board as to how to proceed further.
 5. Okaloosa County reserves the right to negotiate contracts with one or more firms for the services described herein.
- D. Presentation of the tentative contract agreement by the selection committee to the Board for approval. The Executive Summary shall inform the Board as to the terms, conditions, and costs associated with the contract.
- E. Upon approval of the contract agreement by the Board, a formal written contract agreement will be executed prior to commencement of the work associated with the contract.
- F. Selection will be on the basis of professional qualifications and experience as previously set forth.
 1. The selection review committee and the Board of County Commissioners will evaluate and rank all responses meeting the requirements herein and enter into formal negotiations with selected firms. Firms will be notified of dates and times of any interviews once final selection has been made. **(Presentations may be required).**

35. **Submittal Opening** – Names of firms that submit a response on or before the deadline specified herein shall be available to the public once the submittal deadline has passed. It is the firm's responsibility to assure that their response is delivered at the proper time and place. Offers by telegram, facsimile or telephone are **NOT** acceptable.

Note: Crestview, Florida is "not a next day guaranteed delivery location" by delivery services.

INSURANCE REQUIREMENTS

Proposer's Insurance

- A. 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 Management Director.
- B. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published A. M. Best & Co., Inc.
- C. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- D. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
- E. The County of Okaloosa shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County of Okaloosa and the **CONTRACTOR**.
- F. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the **CONTRACTOR**.
- G. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the **CONTRACTOR**, which are involved, and which is a part of the contract.
- H. The County reserves the right at any time to require the **CONTRACTOR** to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- I. 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.
- J. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such

cancellation or amendment. Such notice shall be given directly to the County Representative.

Workers' Compensation Insurance

1. The **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 of Okaloosa, 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 the County of Okaloosa not less than ten (10) days prior to the commencement of any and all subcontractual agreements which have been approved by the County of Okaloosa.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the **CONTRACTOR** himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

Business Automobile and Commercial General Liability Insurance

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

- 3.) Independent Proposer's Liability
 - 4.) Completed Operations and Products Liability
5. **CONTRACTOR** shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

Limits of Liability

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

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

Notice of Claims or Litigation

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

Indemnification & Hold Harmless

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

Certificate of Insurance

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

Okaloosa County
602-C North Pearl Street
Crestview, Florida 32536

- B. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and

the Certificates of Insurance, shall so provide.

- C. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000.
- D. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). County requests that all deductibles or SIRs be no greater than \$10,000. However, **CONTRACTORS** having insurance with higher deductibles may submit a proposal without penalty reflecting the pricing for their deductible provided that **CONTRACTOR** also submits a brief company financial statement.
- E. 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.
- F. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the **CONTRACTOR** has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.
- G. In the event of failure of the **CONTRACTOR** to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by **CONTRACTOR** upon presentation of a bill.

General Terms

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

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

Should the **CONTRACTOR** engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

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

Umbrella Insurance

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

COMPANY DATA

Physical Address & Phone #:

Proposer's Company Name:

Physical Address:

Contact Person (Typed-Printed):

Phone #:

Cell #:

Federal ID or SS #:

Proposer's License #:

Fax #:

Emergency #'s After Hours,
Weekends & Holidays:

LIST OF REFERENCES

Refer to Proposal Specification

NAME OF CUSTOMER _____
ADDRESS _____
PHONE NUMBER _____
PERSON TO CONTACT _____

NAME OF CUSTOMER _____
ADDRESS _____
PHONE NUMBER _____
PERSON TO CONTACT _____

NAME OF CUSTOMER _____
ADDRESS _____
PHONE NUMBER _____
PERSON TO CONTACT _____

NAME OF CUSTOMER _____
ADDRESS _____
PHONE NUMBER _____
PERSON TO CONTACT _____

NAME OF CUSTOMER _____
ADDRESS _____
PHONE NUMBER _____
PERSON TO CONTACT _____

ADDENDUM ACKNOWLEDGEMENT

The proposer acknowledges that he/she has received the following addendum:

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Proposer Firm Name: _____

Address: _____

Title: _____

Phone #: _____

FAX No.: _____

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED PROPOSER 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 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: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

PHONE NO.: _____

LIST OF REPRESENTATIVES

CONTRACT ADMINISTRATOR:

Jack Allen, Manager Purchasing Services
Okaloosa County Purchasing
602-C North Pearl St.
Crestview FL 32536
850-689-5960 / 850-689-5998 (F)

CONTRACTOR'S REPRESENTATIVE:

INDEMNIFICATION AND HOLD HARMLESS

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

Proposer's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

DATE

(REVISED: JANUARY 12, 2001)

ANTI-COLLUSION STATEMENT: The below signed proposer has not divulged to, discussed or compared his proposal with other proposers and has not colluded with any other proposer or parties to proposal 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 proposal list(s).

Proposer's Company Name

Authorized Signature – Manual

Authorized Signature – Typed

Address

Title

Phone #

Fax #

Federal ID # or SS #

E-mail address



**RANKING SHEET
DEVELOPMENT & MANAGEMENT OF COUNTY OWNED
PROPERTY LOCATED ON OKALOOSA ISLAND**

Understanding of Proposed use of Land & limitations (25 pts)						
Type of Product Proposed (25 pts)						
Proposed Revenue Generated (20 pts)						
Project Handled of Similar Nature (15 pts)						
References (15 pts)						
Ability to Finance Project (15 pts)						
Proposed Mgmt Staff (10 pts)						
TOTAL POSSIBLE - 125						

Person Ranking _____

Title _____

DRAFT OFFER TO LEASE
THE LEASE CONDITIONS MAY BE
NEGOTIATED WITH THE COMPANY MAKING THE BEST OFFER

The undersigned, hereinafter referred to as Lessee, does hereby offer to lease the below described property under the terms and conditions as follows:

PUBLIC PROPERTY LEASE

This Lease is made and executed in duplicate by and between OKALOOSA COUNTY, a political subdivision of the State of Florida, herein called Lessor, and _____ herein called Lessee.

1. DESCRIPTION OF PREMISES-EXCEPTIONS: Lessor leases to Lessee, and Lessee hires from Lessor, as herein provided, its interest in the real property and improvements located thereon as described as follows:

As per Exhibit A attached hereto.

Lessee further specifically acknowledges that it has researched the title to the above described property and that it is only leasing the interests of Lessor in said tract subject to all outstanding interests, restrictions or encumbrances of record, and that Lessor does not warrant title or any specific interest in the same.

Lessee further acknowledges that portions of the above described property are utilized for retention ponds, and Lessee agrees that it shall not interrupt or disturb the utilization of the same by Lessor for said purpose or aggravate the drainage system for the parcel of property or adjoining properties. Lessee has inspected the aforesaid property and leases the same in an "as is" condition.

Lessee is aware of the fact that a portion of the property is utilized for the Convention Center and its parking and covenants not to disturb or otherwise interfere with the continued utilization thereof.

2. TERM: The term of this lease is _____ (____) years commencing on the date of execution hereof by Lessor.

3. RENT: Lessee covenants and agrees to pay as rent for _____ the _____ premises _____ Dollars (_____) per annum in advance annually, with the first such payment to be submitted by Cashier's or Certified Check with this bid. I (_____) for the first year of the lease, with the rent being adjusted annually thereafter to reflect the increase in the Consumer Price Index. The rent shall be adjusted annually on its anniversary date to reflect the cost of living adjustment. All Urban Consumers for all items - U.S. City Average, published by the Bureau of Labor Statistics, U.S. Department of Labor, 1982-84 = 100 (C"CPI-U."). In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I. the parties hereby agree to substitute another equally authoritative measure to

change in the purchasing power of the U.S. dollar as may be then available. The annual adjustment shall be effective on each anniversary date of the Lease Term and shall be based upon the percentage difference between the C.P.I. for the previous twelve (12) month period ending December 31 and the C.P.I. for the twelve (12) month period ending December 31 of that year of the lease term multiplied by the then in force Lease Rent. As additional rent or consideration, Lessee covenants and agrees to pay any State sales or other tax of any nature or kind on the rent or other consideration paid to Lessor, plus any ad valorem, intangible, or other tax or assessment on the property, or improvements imposed by State, Federal, or County law, or Ordinance.

4. USE OF PREMISES: Lessee shall submit a proposed plan of development of the property with this bid, which plan shall constitute a part of this Lease. Lessee agrees to restrict the use of the premises to the purposes proposed in the said plan and not to use, or permit the use of the premises for any other purpose not specifically stated without first obtaining the consent in writing of Lessor.

5. COMPLIANCE WITH LAW: During the continuance of this Lease, the leased premises shall not be used for any purpose or construction shall not be commenced or pursued in violation of any federal, state, county or municipal statute or ordinance, or of any regulation, order, or directive of a governmental agency, as such statute, ordinance, regulations, orders or directives now exist or may hereafter provide, concerning the use and safety of the premises or the construction thereon. On the breach of any provision hereof by Lessee, Lessor may at its option terminate this Lease forthwith and re-enter and repossess the premises.

6. LESSEE'S RIGHTS AS TO SIGNS: Lessee may, at its own risk and expense, erect or place in a lawful manner signs concerning its activities on the premises. Lessee shall maintain such signs in a good state of repair, and shall repair any damage that may have been done to the premises by the erection, existence, or removal of such signs. At the end of the lease term or any renewal thereof, Lessee shall remove the signs at its expense if requested to do so by Lessor.

7. RIGHT OF LESSEE TO MAKE IMPROVEMENTS OR ALTERATIONS: Lessee shall not improve or alter the demised premises in any manner without the prior written consent of Lessor but shall, before making any improvements or alterations, submit plans and designs therefor to Lessor for its approval, including a proposed time schedule for completion. In the event that the plans and designs are disapproved, such improvements or alterations shall be made only with such changes as may be required by Lessor. All improvements or alterations erected or made on the demised premises shall on expiration or sooner termination of this Lease belong to Lessor without compensation to Lessee. However, Lessor shall have the option, to be exercised on expiration or sooner

termination of this lease, to require Lessee to remove any or all such improvements or alterations.

8. DUTY TO MAINTAIN PREMISES IN GENERAL: Lessee agrees, at its own expense, to maintain the leased premises and appurtenances thereto in good condition and repair. Lessee agrees to keep the grounds in a clean and orderly condition at all times, this requirement being essential to the continued validity of this Lease.

9. SECURITY: Lessee agrees to provide at its own expense adequate security guards or personnel to protect its own interests as well as the visitors and patrons of the property hereby leased.

10. NO ASSIGNMENT OR SUBLEASE WITHOUT LESSOR'S CONSENT: Lessee shall not assign this Lease, or any interest herein, or sublet the leased premises, or any part thereof, or any right or privilege appurtenant thereto, or allow any person other than Lessee and its agents and employees to use the premises or any part of them, without first obtaining Lessor's written consent thereto. Lessor's consent to one assignment, sublease, or use shall not be a consent to any subsequent assignment or sublease, or occupancy or use by another person. Any unauthorized assignment or sublease shall be void, and shall terminate this lease at Lessor's option. Lessee's interest in this lease is not assignable by operation of law without Lessor's written consent. Lessee shall keep a current list of all its stockholders or partners filed with Lessor.

11. UTILITIES: Lessee shall at Lessee's expense, pay for all water, gas, electric power and all other utilities required on the leased premises from and after the commencement of the term hereof.

12. OPENING AND CLOSING TIMES: Lessee shall keep the property open at all times specified in its plan for development which is attached hereto, unless the written consent of Lessor is obtained to close the same during certain periods of time.

13. INSURANCE REQUIREMENTS: Lessee shall procure and maintain in force during the term of this Lease and any extension hereof, at its expense, public liability insurance in companies and through brokers approved by Lessor, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises, in the amounts specified in the Bid Specifications (BCC 09-12), or such other amount as may be required by Subsection (5) of Florida Statutes Section 768.28 (1991) as may be amended from time to time, whichever amount is greater. Such insurance policy shall name Okaloosa County as an additional insured, and shall insure any liability which Okaloosa County may have. In addition, Lessee shall procure and maintain Workmen's Compensation Insurance as required by Florida Statutes. The policies shall be delivered to Lessor for keeping. Lessee agrees to obtain a written obligation from the Insurers to notify Lessor in writing at least 30 days prior to cancellation or

refusal to renew any such policies. Lessee agrees that if such insurance policies are not kept in force during the entire term of this Lease and any extension hereof, Lessor may procure the necessary insurance and pay the premium therefor, and that such premium shall be repaid to Lessor as additional rent at the next annual rental payment.

14. RESTRICTION AGAINST MECHANICS' LIENS CONSENT OF LESSOR NOT GIVEN: Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the demised premises or any part thereof, nor as giving Lessee the right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the demised premises or any part thereof.

15. LEASE BREACHED BY LESSEE'S RECEIVERSHIP, ASSIGNMENT FOR BENEFIT OF CREDITORS, INSOLVENCY, OR BANKRUPTCY: Appointment of a receiver to take possession of Lessee's assets (except a receiver appointed at Lessor's request as herein provided), Lessee's general assignment for the benefit of creditors, or Lessee's insolvency or taking or suffering action under the Bankruptcy Act is a breach of this Lease.

16. LESSOR'S REMEDIES ON LESSEE'S BREACH: If Lessee breaches this Lease, Lessor shall have the following remedies in addition to his other rights and remedies as provided by law in such event:

a. Reentry: Lessor may reenter the premises immediately, and remove all Lessee's personnel and property therefrom. Lessor may store the property in a public warehouse or at another place of his choosing at Lessee's expense or to Lessee's account.

b. Termination: After reentry, Lessor may terminate this Lease on giving 15 days' written notice of such termination to Lessee.

Lessor may recover from Lessee on terminating this Lease for Lessee's breach all damages proximately resulting from the breach, including but not limited to the cost of recovering the premises, and the worth of the balance of this Lease over the reasonable rental value of the premises for the remainder of the Lease term, which sum shall be immediately due Lessor from Lessee.

c. Appointment of Receiver: After reentry, Lessor may procure the appointment of a receiver to take possession of and collect rents and profits from Lessee's business. If necessary, to collect such rents and profits the receiver may carry on Lessee's business and take possession of Lessee's personal property used in the business, including inventory, trade fixtures, and furnishings, and use them in the business without compensating Lessee therefor. Proceedings for the appointment of a receiver by Lessor, or the appointment of a receiver and the conducting by him of Lessee's business shall not terminate this Lease unless Lessor has given

written notice of such termination as provided herein.

17. LESSEE TO PAY LESSOR'S ATTORNEYS' FEES: If Lessor files an action to enforce any covenant of this Lease, or for breach of any covenant herein, Lessee agrees to pay Lessor's reasonable attorney's fees for the services of Lessor's attorney in the action, such fees to be fixed by the Court.

18. MANNER OF GIVING NOTICE: Notices given pursuant to the provisions of this Lease, or necessary to carry out its provisions shall be in writing, and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid, addressed to such person. Lessor's address for this purpose shall be Chairman, Board of County Commissioners, Okaloosa County Courthouse, Crestview, Florida 32536. Notices to Lessee shall be to the address first above given, or may be to Lessee at the premises leased.

19. EFFECT OF LESSOR'S WAIVER: Lessor's waiver of a breach of any one covenant or condition of this Lease shall not be deemed a waiver of a breach of others, or of a subsequent breach of the one waived.

20. LEASE APPLICABLE TO SUCCESSORS: This Lease and the covenants and conditions hereof apply to and are binding on the heirs, successors, legal representatives, and assigns of the parties.

21. TIME OF ESSENCE: Time is of the essence of this Lease.

22. DAMAGE OR DESTRUCTION BY FIRE, WAR OR ACTS OF GOD: If the premises leased herein are destroyed or damaged by fire, acts of war, or acts of God (including rising water or earthquake) to such an extent that they are rendered untenable in whole or in substantial part, Lessee has the option of rebuilding or repairing the same. If Lessee elects to rebuild or repair the premises and does so without unnecessary delay, Lessee shall have the option to continue this Lease for the remainder of its term upon completion of construction or repairs, with the rent to be abated from the date of damage or destruction to the date of the next commercial utilization of the premises by opening all or any portion of the operations to the general public. Lessee shall give Lessor notice of its intent to repair or rebuild within 30 days from the date of damage or destruction, otherwise this Lease shall terminate be null and void with Lessor retaining any advance rental and any insurance proceeds paid as additional consideration for the execution of this Lease. In the event Lessee elects to rebuild or repair, said construction shall be completed within 18 months from the date of destruction or damage. If not completed within 18 months, Lessee shall recommence paying the rental as herein provided.

23. CASUALTY INSURANCE: Lessee will, during the term hereof, at all times have and keep the interest of Lessor in the building or buildings including all additions, alterations, or improvements, on the premises insured against loss or damage by fire, lightning, rising water, windstorm, hail, explosion, riot, and smoke damage under policies of insurance carried by insurance companies of recognized responsibility and credit and duly authorized to

transact business in the State of Florida. The total amount of such insurance shall be in an amount adequate for the reconstruction of the buildings and improvements, with loss or damage arising under such policies made payable to Lessor. Lessee will deposit such policies as issued from time to time with Lessor.

All amounts received on such policies shall be available to Lessee for the reconstruction or repair, as the case may be, of any such buildings or improvements. In case of the work of reconstruction or repair being approved by Lessor and being started promptly and prosecuted with reasonable dispatch, and there being no default on the part of Lessee in the performance and observance of the covenants hereof, the Lessor shall, from the amounts received on such policies and as far as is necessary, pay out the amount or amounts so received on the estimates of any responsible architect having supervision of such construction or repair and certifying that the amount of such estimate is being applied to the payment of the reasonable cost of such construction. However, in case of a plan of reconstruction being adopted which will require an expenditure of an amount in excess of the amount held by the Lessor, the Lessor may withhold such payments until such time as it is made to appear to its satisfaction that any amount necessary to provide for such reconstruction or repair, according to the plan adopted, in excess of the amount held by the Lessor has been provided for by Lessee and its application for such purposes assured. Any amount remaining in the hands of the Lessor from such source after the restoration or reconstruction of any buildings or improvements as herein required shall, if there is at the time no default on the part of Lessee in the performance of the covenants hereof, be paid to Lessee.

In case Lessee elects to rebuild or repair and does not begin the reconstruction or repair of any such building within a period of six months after such destruction or damage by casualty and does not thereafter prosecute the same with such dispatch as would be necessary, in case of the entire reconstruction of the buildings or improvements, to effect completion of the same within a period of eighteen (18) months thereafter, then the amount so received by the Lessor or any balance remaining in its hands, shall be retained as security for the performance and observance by Lessee of the covenants hereof. In this event, no part thereof shall be paid to Lessee or for reconstruction except with the consent of Lessor and after a restoration of the buildings or improvements, it being the option of Lessor in the meantime to terminate this lease on account of such default and retain such amount as liquidated damages resulting to it from the failure of Lessee to promptly and within a reasonable time complete such work or reconstruction or repair.

24. INDEMNITY AND HOLD HARMLESS: Lessee agrees to and shall indemnify and hold harmless Lessor against all expenses, liabilities, and claims of every kind including the negligence of Lessor, including reasonable counsel fees by or on behalf of any person or entity arising directly or indirectly out of either (1) a failure by Lessee to perform any of the terms or conditions of this Lease, (2) any injury or damage happening on or about the demised premises, (3) failure to comply with any law of any governmental authority, or (4) any mechanic's lien or

security interest filed against the demised premises, or equipment, materials, or alterations of buildings or improvements thereon.

25. RESTRICTIVE COVENANTS: Lessee is aware of the restrictive covenants adopted by the Okaloosa Island Authority that requires that the property be used for public park and other recreational activities/purposes, and covenants not to allow any concessions or other uses of the property that are not consistent with that utilization.

IN WITNESS WHEREOF Lessee has executed this Lease and Offer to Lease on this the ___ day of _____, 2012.

LESSEE

(Corporate or Other Seal)

(Name Print)
President

Attest:

(Name Print)
Secretary

LESSOR

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

DON AMUNDS
CHAIRMAN

ATTEST:

GARY J. STANFORD
DEPUTY CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA

ACKNOWLEDGMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared _____ who, under oath, deposes and says that he/she is authorized to execute contracts and lease agreements and that he/she executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this _____ day of _____, 2012, AD.

NOTARY PUBLIC

My Commission expires:
