

SANTA ROSA ISLAND AUTHORITY
REQUEST FOR QUOTATIONS
FOR THE
PROVISION OF EVENTS PROMOTER SERVICES
SANTA ROSA ISLAND, ESCAMBIA CO. FLORIDA
RFQ NO. 2011 – 1
June 23, 2011

The Santa Rosa Island Authority (SRIA) invites your company to submit a sealed quotation for the services described in this Request For Quotation (RFQ).

All terms and conditions described below, and any appendices and exhibits attached hereto are part of this quotation request, and quotations will be evaluated for responsiveness and responsibility on the extent to which these conditions are agreed to and met. However, the Santa Rosa Island Authority reserves the right to waive informalities or irregularities in any quotation, to reject any and all quotations, in whole or in part, and/or to accept the quotation that is in its judgment the most responsive and responsible and the most advantageous to Santa Rosa Island, the SRIA and/or Escambia County.

The SRIA further reserves the right, in its sole and absolute discretion, to postpone, cancel, or reject this RFQ process, if it is determined to be in the best interest of Santa Rosa Island, the SRIA and/or Escambia County.

INSTRUCTIONS TO PROPOSERS

I. GENERAL INFORMATION

All quotations to be considered must be in the possession of the SRIA Administration and Leasing Department prior to the time of the quotation opening, which is scheduled for August 5, 2011, 12:00 p.m. (noon) at the SRIA administrative offices at 1 Via Deluna Dr., Pensacola Beach, Florida. Proposals may be mailed to P. O. Drawer 1208, Pensacola Beach, FL 32562 or delivered to the SRIA's administrative office at 1 Vi DeLuna, Pensacola Beach, FL 32561, in a sealed envelope clearly marked:

SPECIFICATION Number 2011-1 SANTA ROSA ISLAND AUTHORITY REQUEST FOR QUOTATIONS FOR THE PROVISION OF EVENTS PROMOTER SERVICES SANTA ROSA ISLAND, ESCAMBIA CO. FLORIDA (Name of proposer and date)

Note: if you are using a courier service, Federal Express, Airborne, UPS, etc. you must mark the air bill and envelope or box with the Specification Number and Project Name.

Regardless of the method of delivery, each proposer shall be responsible for his quotation being delivered on time as the SRIA assumes no responsibility for same. Quotations offered or received after the time set for opening will be rejected and returned unopened to the proposer(s).

II. PURPOSE OF REQUEST FOR QUOTATIONS

The SRIA is responsible for the promotion of commercial and residential development on Santa Rosa Island.

This RFQ is being issued for the purpose of selecting a promoter with experience in the administration and provision of EVENTS PROMOTER SERVICES, including but not limited to talent and sponsorship procurement, promotions, concessions, ticketing, staging, sound, lighting and video production, site layout, logistics, coordination and contracting with public safety agencies, and applying for/receiving all required local, State or Federal permits.

III. RFQ TIME TABLE

The anticipated schedule and deadlines for the RFQ and selection of prospective promoter are as follow:

Written Questions Deadline July 22, 2011
Proposals Due/Opening August 5, 2011(12:00 p.m. - Noon)
Selection Review Committee August 24, 2011
SRIA Board Consideration September 14, 2011

IV. QUESTIONS

Questions regarding this RFQ process shall be directed to:

SRIA Executive Director, W.A. "Buck" Lee
buck_lee@sria-fla.com
P.O. Box 1208
Gulf Breeze, FL 32562
Phone - 850-932-2257
Fax - 850-932-1866

Questions relative to the interpretation of the scope of services shall be addressed to:

SRIA Executive Director, W.A. "Buck" Lee
buck_lee@sria-fla.com
P.O. Box 1208
Gulf Breeze, FL 32562
Phone - 850-932-2257
Fax - 850-932-1866

in writing, and be received no later than 5:00 p.m. on July 22, 2011. Any interpretations, clarifications or changes made will be in the form of written addenda issued by the SRIA. Oral answers will not be authoritative.

Proposers are advised that from the date of release of this RFQ until the conclusion of the RFQ process, no contact regarding this RFQ is permitted, outside the public meeting, between the proposer and representatives with the SRIA Board Members or the SRIA staff other than the contact persons identified herein. Any unauthorized contact may result in the disqualification of the proposer.

V. PROPOSAL FORMAT AND FORMS

Each proposer shall complete all the forms attached to this RFQ and meet all requirements of responsiveness set forth in the RFQ and provide information on how other criteria and information called for herein will not be met.

Quotation submissions must consist of two (2) unbound and eight (8) bound copies. All quotes must be in compliance with the scope of services. Alternate proposals will not be considered unless they are specifically called for in this solicitation.

The proposal must be signed by an officer or partner who is legally authorized to enter into a contractual relationship in the name of the proposer must sign off the proposal, and proposers must affix their company's corporate seal to their proposal. In the absence of the corporate seal, proposals shall be notarized by a Notary Public.

VI. PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with chapters 119 and 286, Florida Statutes, popularly known as the "Publics Records Law" and the "Government in the Sunshine Law" respectively.

VII. FEDERAL AND STATE TAX

Although the SRIA as "owner" is exempt from the Florida Sales and Use Tax, any contractor who purchases materials which will be used in conjunction with this proposal will not be exempted from sales tax on these materials as evidenced by Section 212.08 (6), Florida Statutes, which reads:

"This exemption does not include sales of tangible personal property made to contractors employed either directly or as agents of any governments or political subdivisions thereof when such tangible personal property goes into or becomes part of public works owned by such government or political subdivision thereof."

VIII. EQUAL EMPLOYMENT OPPRTUNITY

In connection with the carrying out of any project, the selected proposer shall not have engaged in, and as the contractor shall not during the term of the contract engaging, any discrimination against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or physical handicap.

X. FLORIDA PREFERENCE

When the most responsible and responsive proposal is by a proposer whose principal place of business is in a state which grants a preference for the purchase of personal property to a person whose place of businesses in such state, then the preference may be given to the most responsible and responsive proposer having a place of business within this state which preferences equal to the preference granted by the State or political subdivision thereof in which the most responsible and most response proposed or has his place of business.

Notice of this requirement is provided in accordance with section 46–105 of the Escambia County Code of Ordinances. Any proposer whose place of business is outside the state of Florida shall include with their written proposal a written opinion of an attorney-at-law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that State to its business entities whose places of business are in the foreign state in the letting of any and all public contracts. The failure of such proposer to accompany its proposed documents with such a written opinion may result in the reduction of the proposal submitted by such proposer.

XI. SELECTION PROCESS AND CRITERIA

This RFQ and selection process follows the competitive proposal process set forth in the Escambia County Code of Ordinances, which applies to the SRIA. Selection will be made on the basis of which proposal is the most responsive and responsible and determined overall to be the most advantageous to Santa Rosa Island, the SRIA and Escambia County

The proposals will be opened on August 5, 2011 by the SRIA staff at its administrative office 1 Via DeLuna, Pensacola Beach, Florida. The proposals will be reviewed by staff and presented to the Selection Review Committee, made up of members of the SRIA Operations Committee on August 24, 2011 at 5:00 p.m.

Proposers may be required to make a presentation not to exceed fifteen minutes to the Selection Review Committee on August 24, 2011 at 5:00 p.m.. The failure by any finalist to appear as directed shall result in disqualification from any further consideration.

Upon completion of the Selection Review Committee's review and discussion of the response of proposals, the committee will make a recommendation, to be considered by the full SRIA Board at a Regular Board meeting to be held on September 14, 2011 to select the proposer whose proposal is most responsive and responsible and determined

to be in the best interest and the most advantageous to Santa Rosa Island, the SRIA and/or Escambia County.

The criteria on which the selection of award will be made are as follows:

A. Responsiveness

The proposals will be evaluated to determine if the following requirements and information are addressed and submitted. You are to provide all information requested, and the former question, could result in a determination that the proposal is nonresponsive and should receive no consideration.

NOTE: The SRIA reserves the right to verify any and all information/references as may be requested below.

1. Table of Contents

Respondents shall include a table of contents, which outlines in sequential order the major areas of the proposal. All pages of the proposal including the enclosures must be clearly and consecutively numbered to correspond to the table of contents.

2. Start Date

Proposer shall provide a statement as to the date on which they could begin providing the services requested. The SRIA requests that proposers be available to begin providing services by October 1, 2011. Proposer should indicate whether they could begin by that date and state alternate dates if they cannot begin by then.

3. Appendices and Forms

All appendices listed below must be acknowledged for interest in your quotation and all listed required forms must be completed and submitted.

APPENDIX A

- Contract Agreement
- Exhibit 1 – Scope of Services
- Exhibit 2 – Method of Compensation

APPENDIX B

- 1. Proposal Certification
- 2. Financial References
- 3. Business References
- 4. Proposers Qualifications Statement
- 5. Corporation Addenda vacation Information Sheet for Transactions and Conveyances

6. Declaration of Joint Venture and Power of Attorney
7. Drug Free Workplace
8. Subcontractor Data Recovery Experts
9. Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes

APPENDIX C

Sections 46-87 through 446-90, and 46-104, Escambia County, Code of Ordinances.

4. Proposal Narrative

The quotation shall include a narrative description which addresses the scope of services and the proposed approach to the work, including but not limited to a description of the number and types of events, when and where the events are proposed to take place, the talent and sponsorship procurement, promotions, concessions, ticketing, staging, sound, lighting and video production, site layout, logistics, coordination and contracting with public safety agencies, and applying for/receiving all required local, State or Federal permits. The narrative need not duplicate information to be provided on the forms or appendices that are attached hereto but maybe cross-referenced in the narrative.

5. Financial References and Information

Proposers are required to comply with and complete Forms 2 and 3 (Appendix B, providing financial and business references. Proposer should also include copies of recent financial statements (up to three (3) years), credit reports and/or any other evidence demonstrating their financial strength and stability.

6. Qualifications/Experience

Proposers must provide a detailed statement/account of their experience, expertise, knowledge and background in the area of providing Events Promoter Services, including but not limited to talent and sponsorship procurement, promotions, concessions, ticketing, staging, sound, lighting and video production, site layout, logistics, coordination and contracting with public safety agencies, and applying for/receiving all required local, State or Federal permits. Such statement/account shall also include the proposer's experience as an event promoter with governmental entities. The Proposers Qualification Statement (Form 4, Appendix B) and Corporation Identification Information Sheet for Transactions and Conveyances (Form 5, Appendix B) must also be submitted. If a proposal is made as a joint venture between more than one entity the Declaration of Joint Venture and Power of Attorney (Form 6, Appendix B) must also be submitted.

All descriptions of experience must include the location of each entity, the contact person names, number of staff members, and any additional information which may be pertinent and useful in determining the extent which the experience exhibits the proposed ability to meet the objectives and benefits and provide services sought in this RFQ.

Proposers are required to include in their proposals a list of previous contracts that are similar in scope and value to this RFQ. References must include an entity name, address, contact person, telephone number and the total dollar amount of contract.

B. Responsibility

In determining responsibility, the Selection Review Committee will evaluate the information submitted in accordance with XI. A and other sections of this RFQ, and information obtained from references, to determine whether the proposer has:

1. The ability, capacity and skill to perform the contract and provide services within the time specified;
2. A satisfactory record of integrity;
3. A satisfactory record performance including previous performance by a proposer or its affiliates with the SRIA and/or Escambia County;
4. Previously complied with laws and ordinances relating to contracts or services and whether proposer has ever been suspended, disbarred or otherwise disciplined by the county, any state agency or subdivision or federal government for violation of procurement ordinances or laws;
5. Arrearment with the SRIA or Escambia County on a debt or contract or is a defaulter on surety to the SRIA or Escambia County or has delinquent taxes;
6. Available the appropriate financial, material, equipment, facility, and personnel resources, experience, knowledge and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements and provide the services;
7. Supplied all necessary information in connection with the inquiry concerning responsibility, including but not limited to any licenses, permits, and insurance organization papers required.

Proposer shall provide information requested by the SRIA concerning the responsibility of their company and affiliates. If a proposer fails to supply requested information, the SRIA shall base the determination of responsibility upon any available information or may find the proposer non-responsive if such information is not submitted within the time specified by the SRIA.

C. Prices

Award may be made without further negotiation based upon competitive proposals; therefore proposer's best prices should be submitted in response to this RFQ. The SRIA reserves the right to negotiate final prices with the most responsible and most responsive proposer, as determined by the Selection Review Committee after proposals are opened. When the prices offered will be considered in evaluating the proposals, selection will not be made solely on the basis of the lowest price. The quality of the service to be provided in other criteria identified herein will be considered in conjunction with price.

By submission of this proposal, proposer certifies, in the case of a joint offer each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in the proposal had been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices would any other proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly to any proposer or to any competitor; and,
3. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

XII. DRUG-FREE WORKPLACE FORM

The drug-free workplace form, attached hereto as Form 7, Appendix B shall be submitted with the proposal. Whenever two or more proposals which are equal or the respective price, quality and service are received by the SRIA for the purchase of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Failure to submit this form with the proposal may be cause for rejection/disqualification of the proposal.

XIII. SUBCONTRACTORS

The names and address of any proposed subcontractors to be utilized under this proposal are to be listed in the proposal documents.

XIV. PUBLIC ENTITY CRIMES

The following provision found in section 287.133(3)(a), Florida Statutes, applies to them and will be grounds for disqualification of a proposer:

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, they 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 or 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 a public entity in excess of the threshold amount of \$10,000, as provided in section 287.017, for Category Two for a period of up to 36 months from the date of being placed on the convicted vendor list.

Proposers must submit Form 9, Appendix B, as evidence of compliance.

XV. TERM OF CONTRACT

A contract resulting from this RFQ process shall be awarded for a Three (3) year term upon approval of the Santa Rosa Island Authority Board and execution by the SRIA. This term may be extended by mutual agreement between the contractor and the SRIA would no change in terms or conditions. Any extension of the term under the provision shall be in one-year increments. Total contract length including individual one-year extension shall not exceed Three (3) years. Any contract or amendment to the contract resulting from this RFQ shall be subject to fund availability and mutual written agreement between the SRIA and successful proposer.

XVI. PAYMENT TERMS/DISCOUNTS

The SRIA's payment terms are net 30 days. Cash discounts for prompt payments will not be considered in determining the lowest net cost for proposal evaluation.

XVII. INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES

The information sheet for transactions and conveyances corporation identification, attached hereto as part of the solicitation package shall be completed and submitted with each proposal. Information provided will be verified to the Department of State. If the contract is to be executed by other than the president of the corporation, a letter of authorization by the principal authorized to delegate such signatory authority or a copy of the corporate resolution or bylaws granting such signatory authority shall be submitted with the information sheet for transactions and conveyances corporation identification on behalf of the corporation as evidence of authorization for someone other than the president to execute contract documents entered into with the SRIA.

XVIII. COPIES

Copies of documents, records, materials and/or reproductions upon request will be charged in accordance with State Law. Copyrighted materials may be inspected, but cannot be copied or reproduced for federal law.

XIX. LICENSES AND PERMITS

Proposer shall submit to the Administration and Leasing Department a copy of the current Certificate of Authority from the Secretary of State authorizing it to transact business in the state of Florida. Failure to provide a current and active Certificate of Authority shall render their proposal not responsive.

It should be the responsibility of the awarded vendor to obtain, at no additional cost to the SRIA, any and all licenses and permits required to provide services sought through the solicitation.

XX. CONTRACT

- A. Execution: Subsequent to the date of selection by the SRIA, and at the time the selected proposer and the SRIA have reached a mutual agreement, the successful proposal shall execute and deliver to the SRIA a contract on the form attached hereto as Appendix A. (including exhibits thereto) in such number of counterparts as the SRIA may require.
- B. Failure to Execute Contract–Provide Bonds As Required By The Contract: The failure of the selected proposer to execute such contract and supply the bonds required thereby within five (5) days of final selection as defined herein, or within such extended time as the SRIA may grant based upon reasons determined adequate by the SRIA, shall constitute a default, and the SRIA and either award the contract to the next responsible proposer or re-advertise and reissue this RFQ, and may charge the defaulting proposer the difference between the amount of the proposal and the amount for which a contract for work is subsequently executed irrespective of whether the amount that's due exceeds the amount of the bid surety.
- C. No Additional Terms: The selected proposer must agree to execute and abide by the terms and conditions set forth in the Contract attached hereto as Appendix A, including but not limited to provisions on bonds, indemnification, insurance and termination. No additional terms and conditions included within the proposal shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are not applicable to this RFQ. If submitted either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed that the general and specific conditions in the solicitation of are the only conditions applicable to this RFQ and the proposers authorized signature affixed to the proposal signature section attests to this.

- D. Change Orders: The SRIA reserves the right to order in writing changes in the work within the scope of the contract such as change in quantity or delivery schedule. The selected proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs of the select proposer.
- E. Modifications: In addition to changes made under the changes clause, any contract resulting from this solicitation may be modified within the scope of the contract, written and mutual consent of both parties, and approval by the appropriate legal entities.

EVENT PROMOTER SERVICES AGREEMENT
(Duplicate Originals)

THIS AGREEMENT is made and entered into this ____ day of _____, 2011, by and between the Santa Rosa Island Authority, a dependent special district of Escambia County, Florida, created by special act of legislature of the State of Florida, (hereinafter referred to as "SRIA"), and, [To be inserted], a corporation authorized to transact business in the State of Florida, whose address is [to be inserted] and whose Federal Identification Number is [to be inserted] (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the SRIA is authorized to contract for the event promotion services for Santa Rosa Island; and

WHEREAS, on _____, 2011 the SRIA issued a Request For Quotations for the provision of event promoter services (hereinafter referred to as "RFQ") commonly identified as SRIA, RFQ No. 2011- ____, together with all exhibits, attachments, addenda, and amendments thereto, and

WHEREAS, in response to the RFQ, various vendors submitted proposals to provide said event promoter services; and

WHEREAS, Contractor submitted to SRIA its Proposal (hereinafter referred to as "Contractor's Proposal") in response to the RFQ; and

WHEREAS, the SRIA has selected Contractor to provide the event promoter services all in accordance with the terms and conditions set forth herein; and

WHEREAS, the SRIA and Contractor have agreed to execute this Agreement for purposes of setting forth the terms and conditions of the agreement of the parties,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable considerations, the receipt and adequacy of which are hereby mutually acknowledged, the parties agree as follows:

ARTICLE I

Purpose of Agreement/Definitions

1.1. Purpose: Incorporation of RFQ and Contractor's Proposal.

(a) The RFQ, together with this Agreement, as supplemented by the Contractor's Proposal, set forth the terms and conditions for the provision of event

promoter services on Santa Rosa Island; for the consideration to be paid by SRIA to Contractor as compensation for the provision of the Services; and, for certain other ancillary matters more particularly set forth herein or in the RFQ.

(b) All terms and provisions of the RFQ, the Scope of Services which is attached hereto as Exhibit "1" and the Contractor's Proposal which is attached hereto as Exhibit "2", are incorporated by reference in this Agreement as though fully set forth herein. Whenever possible, the provisions specifically set forth in this Agreement and those set forth in the RFQ shall be construed to supplement each other, so as to give effect and meaning to all terms and provisions. If there is a conflict between any terms of the RFQ and terms specifically set forth herein then, unless otherwise specifically provided herein or in the RFQ, the terms of this Agreement shall prevail and take precedence over the terms of the RFQ to the extent necessary to resolve such conflict.

(c) The Scope of Services will set forth more detailed information regarding Contractor's obligations and standards for performance and will be amended and modified from time to time to take into account changing circumstances and new information.

(d) The Contractor's Proposal shall be construed to supplement the provisions of this Agreement and the RFQ and shall be the determinative document with respect to consideration to be paid by the SRIA. In no event shall the Contractor's Proposal be deemed to alter or modify the terms or provisions of the Agreement, the Scope of Services or the RFQ. In the event of any conflict among the terms of the Contractor's Proposal and the Agreement, the RFQ, or the Scope of Services, the terms of the Agreement, the RFQ or the Scope of Services, as the case may be, shall prevail over the terms of the Contractors Proposal.

1.2 Definitions.

All capitalized terms used herein shall have the meanings assigned to them in this Agreement, as supplemented and modified by the RFQ, to the extent there is no conflict. Any capitalized terms used herein and not defined herein shall have such meanings as may be assigned to them in the RFQ.

1.3 Contractor.

(a) From time to time in this Agreement, the term "Contractor" shall be deemed to refer to [to be inserted]. From time to time in this Agreement, the term "Partner" or "Partners" may be used to refer to any proposed joint venture.

(b) This Agreement shall be liberally interpreted and construed so as to give effect to the intent of parties, which is that, unless this Agreement shall otherwise specifically so provide, all duties, obligations, and liabilities imposed upon Contractor, and all terms and provisions of this Agreement applicable to Contractor, shall in all

events (and at all times hereafter, notwithstanding any assignment of this Agreement) apply to Contractor.

(c) Any assignment of this Agreement that is permitted under the terms hereof, or to which the SRIA may otherwise consent, shall not release or discharge the Contractor from any duties or liabilities hereunder unless the SRIA shall, in its sole and absolute discretion, otherwise agree in writing,

1.4 Current Laws; Future Laws.

(a) For purposes of this Agreement, the term "Current Laws" shall be broadly construed to mean and refer to all federal, state, and local laws, ordinances, regulations, and orders, and decrees of bodies, public authorities, or tribunals having any jurisdiction or authority over the parties or any matters relating to this Agreement, to the extent that the foregoing are in effect as of the Effective Date hereof.

(b) For purposes of this Agreement, the term "Future Laws" shall be broadly construed to mean and refer to all amendments, modifications, substitutions, and replacements of Current Laws, together with all federal, state, and local laws, ordinances, regulations, orders, and decrees of bodies, public authorities or tribunals having any jurisdiction or authority over the parties or any matters relating to this Agreement, to the extent that the foregoing may be passed, entered, or enacted subsequent to the Effective Date hereof.

ARTICLE II

Scope of Services

2.1 Scope of Services.

(a) Except as otherwise provided in Paragraph 2.4 or elsewhere in this Agreement, throughout the Term of this Agreement, Contractor shall provide, at its sole cost and expense, all management, supervision, labor, materials, administrative support, supplies, and equipment necessary to perform the services described in Exhibit 1 entitled "Scope of Services" (the foregoing being referred to hereinafter as "Services"), all in accordance with the criteria set forth herein or in the RFQ. Contractor shall further comply with all terms and provisions of this Agreement.

(b) Contractor shall perform the Services in accordance with all applicable State and Federal laws, rules, regulations, and Escambia County ordinances and in accordance with applicable SRIA guidelines, procedures, policies and/or regulations.

2.2 Cooperation with Other Contractors.

(a) Contractor shall fully cooperate with the SRIA and the shall diligently

endeavor to perform its Services in a manner that will promote integration, synergism, and efficiency among Contractor, the SRIA, and the other contractors for the SRIA. Contractor shall not commit nor permit any action on the part of its employees or agents that might unreasonably interfere with the performance of work by any other contractor of the SRIA.

(b) If Contractor asserts that other contractors have hindered or interfered with the progress or performance of the Services, the SRIA shall use diligent, good faith efforts to aid in resolution of the conflict between Contractor and such other contractors. In such circumstances, Contractor's sole remedy for hindrance or interference caused by such other contractors shall be to seek legal recourse against such other contractors, and the SRIA shall have no liability on account of such hindrance or interference.

2.3 Services Performed.

The Services to be performed by Contractor shall be performed within or with respect to Santa Rosa Island and the Santa Rosa Island Authority.

2.4 Termination for Convenience of SRIA.

(a) The SRIA shall have the right, at any time during the Term (including without limitation, at the end of any ____ year period), and for any reason whatsoever in the SRIA's sole discretion, to terminate this Agreement with respect to all or any portion of the Services (such total or partial termination being referred to hereinafter as a "Termination for Convenience"). The SRIA may exercise its right of Termination for Convenience by furnishing to Contractor written notice of its election to do so, which notice shall specify the Services that the SRIA has elected to remove from the scope of this Agreement. The Termination for Convenience as to such Services shall be effective thirty (30) days following the date of the receipt of such notice by the Contractor. In that event, all references herein or in the RFQ to "Services" shall be deemed to refer only to those operation and management tasks that continue to be required to be performed by Contractor hereunder.

(b) As of the date upon which a Termination for Convenience is effective, the SRIA shall reduce the Contract Amount so as to omit payment for those elements of work and Services as to which the SRIA exercised its right of Termination for Convenience; provided, however, such reduction shall be in accordance with the provisions of Paragraph 6.1 of this Agreement.

(c) In no event shall a Termination for Convenience be deemed a default by the SRIA under this Agreement or the RFQ, and a Termination for Convenience shall not subject the SRIA to any penalty, claim for damages, liquidated damages, or any other claim of any type by Contractor.

2.5 Ownership of Documents, Inventions and Copyrights.

(a) The SRIA is and shall be and remain the sole owner of all rights including copyrights, trademarks, patent rights, and other intellectual property rights, with regard to any and all reports, plans, documents, software, data, and items developed with respect to the performance of this Agreement. Contractor may not use such materials in any way, other than in performance of its Services under the terms of this Agreement, without the prior written consent of SRIA, which may be granted or denied in the SRIA's sole discretion. If the SRIA consents to use of any materials or rights described in this subparagraph by Contractor, Contractor may use such materials or rights in a manner consistent with such consent, but such use shall be at Contractor's sole risk and without representation or warranty of the SRIA.

(b) As permitted by the Florida Statutes, information generated in connection with this Agreement shall be the property of the SRIA. Contractor shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of its duties hereunder, without the SRIA's prior written consent, which may be withheld or granted in the sole discretion of the SRIA.

2.6 Applicable Laws and Regulations.

Contractor shall perform the Services in compliance with the standards and requirements set forth herein in the scope and services, applicable laws, rules, statutes, ordinances, regulations, and good business practices.

ARTICLE III

Term of Agreement; Effective Date

3.1 Term of Agreement

(a) The term of this Agreement (referred to hereinafter as the "Term") shall be for a period of ____ year(s) (____) measured from the Effective Date (as defined in this Article III) unless sooner terminated.

(b) The parties by mutual concurrence may extend this Agreement for additional ____ (____) year period(s) at the expiration of the initial ____ (____) year period; provided, however, that the total length of the Agreement including individual ____ year extensions shall not exceed ____ (____) years. The parties may indicate their wish to extend this Agreement by giving written notice to the other party no later than six (6) months before the expiration of the Agreement's initial ____ (____) year term.

(c) The parties understand and agree that at the expiration of this ____ (____) year Agreement or any extension thereto, the SRIA shall in no way be further obligated to Contractor and shall not be impaired from negotiating with and contracting with any

other publicly or privately-owned entity wishing to offer Services to the SRIA.

(d) In the event this Agreement is not extended or otherwise renewed, the Contractor shall surrender possession of all the SRIA property immediately upon its expiration and remove all other personal property, Contractor, its directors, officers, employees, agents and/or subcontractors from the Plaza no later than five (5) days following the Agreement's expiration.

(e) Pursuant to the requirements of Florida Law and the Escambia County Code of Ordinances, the SRIA's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the SRIA Board.

3.2 Effective Date.

The effective date, upon which Contractor shall commence performing the Services and upon which date the Term shall commence, shall be the date designated by the SRIA in a written notice to proceed.

ARTICLE IV

SRIA Relationship; Employees of Contractor

4.1 Relationship Between SRIA and Contractor

(a) Contractor is intended to be and shall be an independent contractor of the SRIA in performance of its duties hereunder, and nothing shall be construed as creating any relationship other than that of owner and independent contractor, nor shall there be deemed to exist any relationship whatsoever between The SRIA and contractor's employees. The personnel who assist Contractor in the performance of Services under this Agreement shall at all times be under the Contractor's exclusive direction and control and shall be employees of Contractor and not employees of The SRIA. Contractor shall pay all wages, salaries, and other amounts due to its employees in performance of the duties set forth in this Agreement and shall be responsible for all reports and obligations respecting such employees, including but not limited to Social Security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits, and similar matters. Further, except as otherwise specified herein, Contractor shall have sole authority and responsibility to employ, terminate and otherwise control its employees.

(b) Contractor shall be solely responsible for all civil liability due to negligent acts or omissions of its employees or agents resulting in accidents, injuries, or death to persons or property damage during its management and delivery of Services.

(c) The SRIA shall be a third party beneficiary to the Contractor's contracts for the delivery of Services with any provider or Subcontractor and in the event terms of

those contracts shall conflict with any terms and conditions in this Agreement, the terms and conditions in this Agreement shall prevail.

4.2 Removal.

Promptly upon written request of The SRIA, Contractor shall remove from activities associated with or related to the performance of this Agreement any employee whom the SRIA considers (for any reason whatsoever, in the SRIA's sole discretion) unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the Services except with the express written consent of the SRIA. No compensation in any form shall be paid to Contractor by the SRIA in consideration for the right of removal described in this paragraph or in consideration of the exercise thereof.

4.3 Drug-Free Workplace Requirements.

Throughout the Term, Contractor shall provide a drug-free workplace by establishing a drug-free workplace and program in compliance with the RFQ and SRIA policy.

4.4 Compliance With Workplace Laws.

(a) Throughout the Term, while performing under this Agreement, Contractor, its agents, employees, and subcontractors shall observe and fully comply with all Current Laws and Future Laws that pertain to workplace safety, labor, or employment. Without limiting the generality of the foregoing, Contractor shall comply in all respects with the Americans With Disabilities Act of 1990, codified at 42 U.S.C. Section 12101 et seq., as it may be modified or amended from time to time hereafter, together with all regulations promulgated from time to time thereunder.

(b) Contractor shall prominently post and publish all employment notices and information required to be published by any applicable law, rule, regulation, or ordinance from time to time in effect, for review and consideration by its employees.

(c) Contractor, its agents and Subcontractors shall provide to their respective employees a work environment free of harassment, and shall make all reasonable accommodations on behalf of employees that may be required by applicable laws and regulations from time to time in effect.

(d) Contractor acknowledges that its employees, agents, Subcontractors, and the employees and agents of Contractor's Subcontractors and their agents, are not employees or agents of the SRIA and that Contractor will not be acting as the SRIA's agent or on its behalf for purposes of complying with laws and regulations pertaining to workplace safety, labor, or employment.

(e) To that end, Contractor shall defend, indemnify and hold harmless the

SRIA from any damages, claims, costs, or liabilities resulting from the violation or breach by Contractor, its agents, employees, or subcontractors of any of the representations or undertakings in this Paragraph 4. This indemnification specifically includes, but is not limited to, court costs and attorneys' fees incurred by the SRIA as a result of such violation or breach.

4.5 Contract Manager

The SRIA may designate a member of its staff pursuant to Paragraph 12.4 to act on behalf of the SRIA while administering this Agreement, with the exception of items, which would require SRIA Board approval. The staff designee shall:

(a) Serve as the liaison between Contractor and the SRIA on all matters relating to this Agreement;

(b) Shall be responsible for ensuring that any information supplied by Contractor is properly distributed to the SRIA Board, and appropriate staff.

(c) Shall be responsible for the day to day monitoring and assessment of the quality of Services provided by Contractor under the terms and conditions of this Agreement.

(d) Coordinate the contract with other SRIA that may be designated to assist in carrying out the functions and Services under this Agreement.

4.6 Notices.

(a) All Notices required or to be given hereunder shall be in writing and shall be deemed to have been properly given on the third day after being deposited in the United States mail, with adequate postage, and sent by registered or certified mail with return receipt requested, to the appropriate party at the addresses set out below, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other overnight delivery service for next-day delivery:

TO THE SRIA:

The Executive Director or Designee
Santa Rosa Island Authority
One Via de Luna
Pensacola Beach, Florida 32561
(850) 932-2257

With a copy to:

Michael J. Stebbins
504 N. Baylen St.
Pensacola, FL 32501

TO THE CONTRACTOR:

[To be inserted]

(b) Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. 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 ten (10) days prior written notice of the address change.

4.7 Equal Employment Opportunity.

(a) Contractor shall ensure equal employment opportunity without regard to race, color, national origin, sex, age, religion, or disability and ensure that no distinctions are made among persons, and no decisions are made regarding individuals, on the basis of race, color, religion, age, gender, disability, or national origin.

(b) Throughout the Term, Contractor shall strictly comply with all applicable provisions of Title VI of the Civil Rights Act of 1964. Contractor shall designate a liaison officer who will administer and oversee the program adopted by Contractor in accordance with subparagraph (a) and shall keep complete and accurate records of all procedures and decisions relating to hiring of individuals within minority classes. Those records shall be available to the SRIA at Contractor's office, for review and copying, at all reasonable times and without prior notice.

4.8 Notification of Conviction of Crimes.

Contractor shall notify the SRIA if any of their officers, directors, or executives, or

employees of any Subcontractors have been convicted, or are convicted, of any crime, if such individuals have expended substantial time or effort on behalf of Contractor in connection with the furnishing of Services under the terms of this Agreement or might reasonably be expected to do so at a future time. Such notification shall be made no later than thirty (30) days after the occurrence of the conviction, and failure to do so shall be an Event of Default hereunder (as defined in Article IX).

ARTICLE V

Assignments of Agreement; Subcontracts

5.1 Assignment Rights and Limitations.

(a) The SRIA has selected Contractor to perform the Services based upon characteristics and qualifications of Contractor and its employees. Therefore, Contractor may not assign, delegate, or subcontract its rights or obligations under this Agreement without the prior written consent of the SRIA, which consent the SRIA may grant or withhold in its sole and absolute discretion. Any attempt by Contractor to assign or to subcontract any performance of this Agreement without such consent shall be null and void and shall, at the SRIA's option, constitute a default under this Agreement.

(b) Contractor may assign its rights to receive payment under this Agreement with the SRIA's prior written consent, which consent shall not be unreasonably withheld.

(c) The SRIA may assign all or any portion of its rights under this Agreement without consent of or advance notice to Contractor.

5.2 Subcontracts.

(a) Subject to the right of the SRIA to review and approve or disapprove subcontracts in accordance with this Section, Contractor shall be entitled to subcontract some of the Services performed to other entities. The subcontracts executed by Contractor in accordance with the terms of this Agreement (including vendor contracts) may be referred to herein as "Subcontracts" and the subcontractors thereunder may be referred to herein collectively as "Subcontractors."

(b) All Subcontracts must contain the following provisions:

- (i) The Subcontract must provide that it is assignable to the SRIA (or its successor in interest under the terms of this Agreement) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from the SRIA. Upon such event, the SRIA shall be deemed to assume the obligations of Contractor under the Subcontract, but only to the extent such obligations

accrue from and after the date of the assignment.

- (ii) Each Subcontract must require the Subcontractor to comply with the terms of this Agreement and must require the Subcontractor to carry forms and amounts of insurance satisfactory to the SRIA in its sole discretion. The SRIA shall be listed as an additional insured in such insurance policies (other than workers' compensation policies), and copies of insurance certificates and policies shall be delivered to the SRIA upon request.
- (iii) All warranties (express and implied) of each Subcontractor shall inure to the benefit the SRIA and its successors and assigns.

(c) All Subcontracts shall be subject to the SRIA's prior written approval as to the general form of the Subcontract and the identity of the Subcontractor, which approval may be granted or withheld in the sole discretion of the SRIA. The SRIA may waive the right to approve a particular Subcontract, but such waiver shall not affect the SRIA's right to review and approve or disapprove other Subcontracts. The SRIA's approval of a Subcontract shall not be deemed a warranty of any nature. Following approval of a Subcontract, Contractor shall not be entitled to terminate such Subcontract without first obtaining the SRIA's written approval of Contractor's arrangements for performance of the work covered by such Subcontract.

ARTICLE VI

Payment

6.1 Compensation.

(a) As compensation for the timely performance of the Services in compliance with the terms of this Agreement, the SRIA will pay Contractor pursuant to the provisions of this Agreement, and in the amounts and according to the terms set forth in Exhibits "3" and "4" hereto.

(b) Notwithstanding anything herein or in the RFQ or Contractor's Proposal to the contrary, assuming that Contractor timely performs the Services in accordance with the terms of this Agreement and a Termination for Convenience does not occur, the Total Compensation (as herein defined) paid to Contractor during any Term Year (as herein defined) may not exceed for year one, [\$00.00]; for year two, [\$00.00], and for year three, [\$00.00] (the "Maximum Total Compensation").

(c) If the SRIA shall cause a partial Termination for Convenience during any Term Year by terminating Contractor's right and obligation to perform a portion of the Services, the amounts of Maximum Total Compensation for the Term Year during which such partial Termination for Convenience is effective shall be reduced by the same

proportion as the ratio of Services to be performed has been reduced. The reduction in Maximum Total Compensation shall be effective for as long as the reduction in the scope of Services to be performed is effective.

(d) If a total Termination for Convenience shall occur during the Term, the Maximum Total Compensation (as set forth in subparagraph (b)] to be paid to Contractor during the Term Year during which such Termination for Convenience is effective shall be a prorated amount, based upon the portion of such Term Year during which this Agreement is in effect. No compensation shall be paid to Contractor following the effective date of such termination.

(e) Prior to the commencement of each Term Year, the SRIA may adjust the maximum amount of Total Compensation to be paid to Contractor during the ensuing one-year period as necessary, should modifications to the previously anticipated scope of Services to be performed by Contractor during such Term Year, as well as inflation and increased costs to Contractor, so warrant.

(f) For purposes of this Paragraph 6.1, the terms "Total Compensation" and "Term Year" shall be defined as follows:

(i) "Total Compensation" shall mean and include any and all amounts paid or reimbursed to Contractor under the terms of this Agreement for any reason whatsoever. Without limiting the generality of the foregoing, Total Compensation shall include the following: payment for Services, reimbursement of expenses, and payment of management and other fees, all in accordance with the RFQ and Contractor's Proposal; or any other payments or reimbursements by the SRIA to or on the behalf of Contractor for any reason whatsoever.

(ii) A "Term Year" shall be a one-year period during the Term that commences on the Effective Date or any anniversary thereof.

(g) The SRIA may withhold any portion of a required payment if either:

(i) A portion of the Services for which the payment has been requested has not been performed in accordance with the requirements of this Agreement, or

(ii) Contractor has failed to submit the required documentation supporting the portion of such payment in accordance with the requirements of this Article, the Scope of Services attached hereto as Exhibit "1".

(h) The SRIA may withhold all of a payment requested in an invoice if:

- (i) A substantial portion of the Services described in the invoice has not been performed in accordance with the requirements of this Agreement; or

- (ii) Contractor has failed to submit the required documentation supporting a substantial portion of the Services described in such invoice in accordance with the requirements of this Article, the Scope of Services, or the RFQ; or
- (iii) Defects in or omissions from the invoice or the required supporting documentation otherwise cause the SRIA to question or dispute the accuracy of the invoice as a whole.

(l) If the SRIA withholds all or any portion of a payment in accordance with this Paragraph 6.1, SRIA shall pay Contractor an amount determined in accordance with the terms of this Agreement, promptly upon receipt by the SRIA of additional required documentation or following resolution of outstanding issues or disputes, as the case may be.

(j) The fiscal impact of changes in State and Federal law or County ordinances as defined in Section 1.4 which substantially reduces the Total Compensation received by the Contractor under this Agreement may become the subject of negotiations between the parties relating to claims for additional compensation by the Contractor.

6.2 Invoice for Payments and Required Documentation.

A payment (as provided in Section 6.1 hereof) will be made by the SRIA in accordance with the Florida Prompt Payment Act only after Contractor has submitted the following documentation to the SRIA, which documentation shall be reasonably satisfactory to the SRIA:

- (a) an invoice in a form acceptable to the SRIA, with supporting documentation as reasonably required by the SRIA;
- (b) a certificate describing all outstanding claims and potential claims, if any, as of the date of the invoice.

6.3 Payment Terms.

To the extent Services for which payment has been requested have been performed in accordance with the provisions of this Agreement, and to the extent that an invoice and the documentation described in Paragraph 6.2 has been submitted to the SRIA with respect to such Services, the SRIA shall pay Contractor for the performance of the Services within 30 days of receipt of invoice.

ARTICLE VII

Indemnification and Liability

7.1 Contractor Responsibility.

(a) Contractor shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents, and Subcontractors to do the same. Contractor shall be responsible and liable for any damage, injury, or loss to the following described persons and property, but only to the extent that such damage, injury, or loss in whole or in part are caused by or arise out of acts or omissions of Contractor or its employees, agents, officers, or Subcontractors, or any other persons for whom Contractor may be legally or contractually responsible or out of a failure of Contractor to comply with the terms of this Agreement:

- (i) all employees of Contractor and the Subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;
- (ii) other property of Contractor and its employees, agents, officers, subcontractors, and all other persons for whom Contractor may be legally or contractually responsible on or adjacent to areas upon which Services are performed;
- (iii) members of the public and their personalty.

(b) Contractor shall comply, and shall cause its employees, agents, officers, Subcontractors, and all other persons for whom Contractor may be legally or contractually responsible to comply, with all Current Laws and Future Laws relating to the safety of persons and property and their protection from damage, injury, or loss.

(c) Contractor shall be responsible for all damage and loss that may occur with respect to any and all property in any way involved in the provision of Services by Contractor, whether such property is owned by Contractor, the SRIA or any other person, to the extent such damage or loss shall have been in whole and in part caused or brought about by the acts or omissions of Contractor or its employees, agents, officers, Subcontractors, or any other persons for whom Contractor may be legally or contractually responsible.

(d) Contractor shall ensure that all of its activities and the activities of its employees, agents, officers, Subcontractors, and all other persons for whom Contractor may be legally or contractually responsible are undertaken in a manner that will minimize the effect on property and the public.

7.2 Indemnifications by Contractor.

(a) Contractor shall defend, indemnify and hold harmless the SRIA and each and every individual that is now (or may in the future become associated with the SRIA, including its elected and appointed officials, officers, directors, agents, consultants, and employees (collectively referred hereinafter to as the "Indemnified Parties") from and against any and all losses, penalties, interest, demands, judgments, claims, causes of action, suits, legal or administrative proceedings, damages, losses, liabilities, response costs, fees, costs and expenses (including, without limitation, reasonable attorneys', paralegals,' and expert witness fees and costs that may be incurred, whether for personal injury, death, property damages, direct or consequential damages or economic loss including environmental impairment) arising out of, relating to or resulting from in whole or in part:

- (i) The negligent performance by Contractor (or its employees, agents, officers, Subcontractors, or any other persons for whom Contractor may be contractually or legally responsible) of the Services or other duties or obligations set forth in this Agreement (including the RFQ and the Scope of Services) or the material failure to perform the Services in the manner herein required;
- (ii) The failure of Contractor (or its employees, agents, officers, Subcontractors, or any other persons for whom Contractor may be contractually or legally responsible) to comply with any applicable law, rule, ordinance, regulation, or statute in performing the Services or other duties or obligations set forth in this Agreement;
- (iii) Any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions in performance of the Services or other duties or obligations set forth in this Agreement;
- (iv) Any negligent act or omission of Contractor (its employees, agents, officers, subcontractors, or any other persons for whom Contractor may be contractually or legally responsible), including, but not limited to, any negligent act or omission that may cause, result in, or contribute to the injury to or death of persons, or the damage to or loss of property;
- (v) Any shortage of revenues collected in accordance with and to the extent provided in Section 7.3, and any theft or conversion of collected revenues by Contractor or its employees, agents, officers, Subcontractors, or any other persons for whom Contractor may be contractually or legally responsible, or arising out of the negligence

of Contractor or any of the foregoing persons or entities;

- (vi) The assertion by any contractor, Subcontractor, or other person that inconvenience, disruption, delay or loss has been caused by actions or interference of Contractor (or its employees, agents, officers or Subcontractors or any other persons for whom Contractor may be contractually or legally responsible), or other failure of Contractor (or its employees, agents, officers or Subcontractors or any other persons for whom Contractor may be contractually or legally responsible) to cooperate reasonably with such contractors, Subcontractors or other persons.

(b) The SRIA and Contractor agree the first \$100.00 of this Agreement's compensation paid by the SRIA to Contractor shall be given as separate consideration for this indemnification and any other indemnification of the SRIA by Contractor provided for within this contract document, the sufficiency of such separate consideration being acknowledged by Contractor's acceptance and execution of the Agreement. Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. Contractor agrees to pay on behalf of the Indemnified Parties, as well as provide a legal defense for the Indemnified Parties, both of which will be done only if and when requested by an Indemnified Party for all claims made. Such payment on the behalf of the Indemnified Parties shall be in addition to any and all other legal remedies available to the Indemnified Parties and shall not be considered to the SRIA's exclusive remedy under the terms of or as a consequence of any workers' compensation, disability benefit, or other employee benefits laws.

7.3 Liability for Failure to Collect Revenues and for Employee Theft.

(a) During the Term of the Agreement, Contractor shall collect the established lease fees. Contractor shall account for all transactions and deposit the revenue collected.

(b) If, for any collection period (being a calendar month) during the Term, there is a negative discrepancy between the amount of lease fees paid to the SRIA by the Contractor and the amount of lease fees due to the SRIA from the Contractor based on the monthly revenue reports, Contractor shall reimburse the SRIA in an amount calculated in accordance with subparagraph (c) of this Paragraph 7.3 unless Contractor is able to provide evidence that the discrepancy in collections occurred for reasons other than the fault, negligence or theft of Contractor, its agents, employees, Subcontractors, or others under the control of Contractor, or for whose actions Contractor is legally or contractually responsible.

(c) The amount to be reimbursed by Contractor to the SRIA pursuant to subparagraph (b) shall be the difference between the amount of lease fees paid during

the collection period in question from the amount of lease fees due based upon the monthly revenue report submitted by the Contractor. Such amount shall be paid on or within thirty (30) days after the date that the discrepancy is discovered, but shall be refunded to Contractor thereafter if it is determined that Contractor was not obligated to pay such funds to the SRIA under the terms of this Agreement.

(d) Without limiting the generality of the provisions of this Paragraph, Contractor shall reimburse the SRIA in the amount of any and all funds that are lost or converted by reason of theft, fraud, dishonesty, embezzlement, false reporting or conversion by Contractor, its employees, agents, officers, Subcontractors or others under control of Contractor, or for whose actions Contractor is legally or contractually responsible. Contractor shall promptly notify the SRIA of any such losses, and shall pay such amounts to the SRIA on or within thirty (30) days after the date that the loss is discovered. Contractor may, at its option, obtain employee fidelity bonds or other insurance coverage with respect to the losses described in this subparagraph, but the absence of such coverage shall not limit Contractor's liability to the SRIA.

7.4 No Effect on Other Rights.

The obligations set forth in this Article shall not be construed to negate, abridge, or reduce other rights or obligations that otherwise would exist in favor of a party indemnified hereunder.

ARTICLE VIII

Bonds, Insurance; and Financial Information

8.1 Issuers of Bonds and Insurance.

Contractor shall procure, at its own expense, bonds (or other security) and insurance acceptable to the SRIA as described herein and shall maintain such bonds (or other security) and insurance in full force and effect throughout the Term in the manner Specified herein. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class VIII., as defined by A.M. Best and Company's Key Rating Guide and must be approved by the SRIA in its sole and absolute discretion. All surety bonds shall be in a form, and shall be issued by a surety company, approved by the SRIA. Failure to maintain the requisite bonds or insurance in place throughout the Term hereof shall be an Event of Default by Contractor hereunder.

8.2 Performance and Financial Payment Bond.

On or before fifteen (15) days prior to the Effective Date, Contractor shall deliver to the SRIA a surety performance bond or bonds in an amount equal to one hundred (100%) percent of the "Maximum Total Compensation" for the first Term Year of this Agreement, with the following coverage which shall:

(a) provide security to the SRIA for the performance by Contractor of the provisions of this Agreement; and

(b) indemnify the SRIA against any loss resulting from Contractor's failure to fulfill the requirements of providing daily financial deposits.

The amount of the bond or bonds shall be adjusted from time to time upon request of the SRIA. The terms and provisions of the bond or bonds shall be satisfactory to the SRIA in its sole and absolute discretion. The SRIA may apply any or all of such bond or bonds to reimburse it for damages caused by any defaults of Contractor under this Agreement or to remedy any Events of Default. If Contractor is not in default at the expiration or termination of this Agreement, the SRIA will authorize the release and return of the bond or bonds to Contractor. Performance and payment bonds shall be recorded in the Clerk of the Circuit Court Recording Office, 1st Floor, 223 Palafox Place, Pensacola, Florida. The Clerk of the Circuit Court Recording Office will provide an official receipt of the transaction to the Contractor; and the Contractor shall request that after all recording procedures are done that the completed original bond documents be sent to the SRIA Administration & Leasing Department. The Contractor shall present an original copy of the official recording receipt to the Administration & Leasing Department as evidence of having posted the required bond.

8.3 Additional Requirements.

Each surety bond executed by an agent or an attorney-in-fact for the corporate surety shall include a power of attorney to the signatory agent or the attorney-in-fact, executed

by the corporate surety with a date reasonably proximate to the date of the bond. By its submission of its bond(s), the surety or sureties agree to be governed by this Agreement. These undertakings shall be expressly acknowledged in the bond or bonds.

8.4 Insurance Coverage.

(a) All insurance policies required to be obtained by Contractor under this Agreement shall be underwritten by insurance companies licensed to do business in the State of Florida and having Best ratings of at least A-V I. and such policies and the terms thereof shall be reasonably acceptable to the SRIA. Contractor shall obtain endorsements to all policies and certificates of insurance providing that:

- (i) no cancellation, non-renewal, or reduction in coverage shall be effective unless the insurer first gives the SRIA thirty (30) days' written notice;
- (ii) the policies are primary, and not contributing, with respect to any insurance that may be carried by the SRIA;
- (iii) The SRIA is an additional insured (except for workers' compensation insurance), and
- (iv) with respect to workers' compensation and employer's liability policies, and with respect to other policies to the extent allowed by law and available without voiding insurance coverage the insurer waives its right of subrogation against the SRIA, and its respective Board Members, directors, officers, employees and agents.

(b) Contractor shall promptly furnish the SRIA with certificates evidencing the existence of the insurance coverage herein required upon receipt. Contractor may obtain for its own account any insurance not required under this Agreement. Certificates shall be current ACCORD form and shall reflect additional insurance requirements as may be required herein,

(c) If Contractor fails or refuses to procure or maintain insurance as required by this Agreement or fails or refuses to furnish the SRIA with evidence that the insurance has been procured, is in force and has been paid for, the SRIA shall have the right, at its election, and following ten (10) days written notice to Contractor, to procure and maintain such insurance pursuant to Paragraph 8.8. The premiums paid by the SRIA shall be offset against payments that otherwise would be due to Contractor under this Agreement.

8.5 Forms of Insurance Coverage and Minimum Limits.

Contractor shall maintain insurance policies throughout the Term with the following

coverages and minimum limits.

(a) Commercial General Liability Insurance, with combined single limits of \$1,000,000.00, including coverage parts of Bodily injury, Broad Form Property Coverage, Personal Injury, Independent Contractors, Blanket Contractual Liability, and Products and Completed Operations. Liability insurance shall be pursuant to current ISO simplified form. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by Contractor under this Agreement.

(b) Automobile Liability (for bodily injury, death and property damage) with a minimum combined single limits of \$500,000.00 for each accident for all hired, owned and non-owned vehicles.

(c) Workers' Compensation Insurance Coverage, including all coverage required under the laws of the State of Florida (as amended from time to time hereafter) and Employer's Liability Coverage in the amount of \$500,000.00 per accident, \$500,000.00 per illness, and \$500,000.00 annual aggregate illness.

(d) Excess liability coverage with limits of \$1,000,000.00 with terms and conditions no more restrictive than the underlying forms.

8.6 Endorsements With Respect to Liability Coverage.

All general liability and automobile liability policies must contain, or must be endorsed to contain, the provisions set forth below:

(a) The SRIA, its respective board members, directors, officers, employees and agents shall be additionally insured with respect to any and all liability arising out of the work required under this Agreement.

(b) For any claims related to Contractor's responsibilities under this Agreement, Contractor's insurance coverage shall be primary insurance with respect to the SRIA and its respective board members, directors, officers, employees and agents. Any insurance or self-insurance maintained by the SRIA, or their respective members, directors, officers, employees and agents, shall be excess of Contractor's insurance and shall not be contributory with Contractor's coverage.

(c) Any failure on the part of Contractor to comply with reporting provisions or other conditions of the policies, any breach of warranty, or any action or inaction of Contractor or others, shall not affect coverage provided to the SRIA, and its respective board members, directors, officers, employees and agents.

(d) Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(e) To the extent allowed by law, and to the extent such endorsements are available without voiding primary coverage, each policy shall waive any right of subrogation against the SRIA and/or, and its respective board members, directors, officers, employees and agents.

8.7 Miscellaneous Provisions With Respect to Contractor's Insurance Coverage.

(a) Contractor shall require each Subcontractor to include the SRIA and its respective board members, directors, officers, employees and agents, as additionally insured under such Subcontractor's general liability and automobile liability insurance policies. Contractor shall have sole responsibility for determining the amount of coverage required to be obtained by Subcontractors, which determination shall be made in accordance with requirements established by Contractor's insurance company.

(b) The procurement of required policies of insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement.

(c) Any deductibles or self-insured retentions for Contractor's liability insurance must be declared to and approved by the SRIA.

(d) From time to time during the Term, the SRIA may notify Contractor of changes to the SRIA's requirements with respect to insurance coverage, and Contractor shall promptly cause corresponding changes to be made in its coverages, to the extent commercially feasible. The SRIA shall reimburse Contractor for additional costs arising from such changes.

(e) Except as otherwise provided in subparagraph (d), in no event shall the SRIA be liable for payment of premiums or other amounts with respect to insurance coverage carried or required to be carried by Contractor or any Subcontractors.

(f) The insurance requirements set forth in this Article are not intended as, and shall not be deemed a basis for, a waiver of the SRIA's sovereign immunity, or the sovereign immunity of any state agency named on the required insurance policies.

8.8 SRIA's Right to Remedy Breach by Contractor.

If Contractor fails to provide insurance as required herein, the SRIA or its assignees will have the right, but not the obligation, to purchase such insurance. In such event, the amount paid for such insurance will be credited against the next accruing payment or payments that otherwise would be made by the SRIA to Contractor under this Agreement.

8.9 Financial Information and Status.

Contractor shall promptly notify the SRIA in writing of the occurrence of any material adverse change in the financial condition, business, prospects, affairs or operations of any Partner or any of its properties or assets, or of the existence of any material impairment of the right or ability of the Contractor or any Partner to carry on its operations as currently conducted.

ARTICLE IX

Default: Dispute Resolution: Remedies

9.1 Default by Contractor.

(a) The occurrence of any one or more of the following events shall constitute an event of default by Contractor (including any Partner) under this Agreement (each such event being hereinafter referred as an "Event of Default"):

- (i) Failure of Contractor or any Subcontractor to secure or maintain in place at all times during the Term of this Agreement any bond or any policy of insurance of the type and with the coverage herein required',
- (ii) Dishonesty, embezzlement, or false reporting of financial information by Contractor or its employees, agents, officers, subcontractors, or others under control of contractor; willing or knowing participation by Contractor in a fraud; failure of Contractor to promptly report in writing to the SRIA the occurrence of any theft, fraud, dishonesty, embezzlement, false reporting or conversion by Contractor, its employees, agents, officers Subcontractors, or others under control of Contractor or for whose actions Contractor is legally or contractually responsible;
- (iii) Failure of Contractor to promptly reimburse the SRIA for any loss or damage to the SRIA or its property;
- (iv) Refusal by the Contractor 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 by the Contractor in conjunction with this Agreement.

- (v) Conviction of any employee or affiliate of Contractor of a public entity crime, or placement of the names of Contractor or any employee, or affiliate of Contractor on the convicted vendor list established and maintained by the State of Florida Department of Management Services. For purposes of this subparagraph, the terms "affiliate", "convicted vendor list" and "public entity crime" shall have the meanings assigned by, Section 287.133, Florida Statutes as it may be modified, amended, replaced or substituted from time to time hereafter.
- (vi) Change in structure or ownership of the Contractor so that an interest of twenty-five (25) percent or more is owned or controlled by a foreign country, any political subdivision or agency of a foreign country, any business entity, which is incorporated in a foreign country and/or has its principal place of business in a foreign country or a foreign-born individual who is not naturalized US citizen.
- (vii) Unreasonable or unexcused delay or discontinuance by Contractor of the Services to be performed pursuant to this Agreement.
- (viii) To the extent allowed by law, filing by Contractor of a petition in bankruptcy or for reorganization or for an arrangement pursuant to any federal or state bankruptcy law or any similar federal or state law; adjudication of Contractor as a bankrupt or insolvent; assignment by Contractor for the benefit of creditors; admission in writing by Contractor of its inability to pay its debts generally as they become due; filing of a petition or answer proposing the adjudication of Contractor as bankrupt or insolvent pursuant to any federal or state bankruptcy law or similar federal or state law in any court, and failure of Contractor to discharge such petition or answer within ninety (90) days after the filing thereof.
- (ix) Appointment of a receiver, trustee or liquidator of Contractor, or of all or substantially all of its assets, in any proceeding, and failure of Contractor to cause such appointment to be canceled or discharged within ninety (90) days after such appointment, if the appointment was not requested by Contractor.
- (x) Failure by Contractor to satisfy or post bond with respect to any final judgment against it within ten (10) days of entry of the judgment.
- (xi) Attempt by Contractor to assign its rights or delegate its obligations in contravention of the terms of this Agreement, or execution by

Contractor of a Subcontract in violation of the terms of this Agreement.

- (xii) Failure of Contractor to pay in full, as and when due, any amount that may be or become properly due and payable to the Internal Revenue Service, the Florida Department of Revenue, any employee pension or retirement plan, any Subcontractor or any other entity that furnishes goods, services, or personnel to aid or assist Contractor in performance of the Services. If Contractor, in good faith, disputes the amount of a payment alleged to be due, or disputes whether or not a payment actually is due, Contractor may withhold the disputed payment from the alleged payee until Contractor and the alleged payee resolve the dispute through negotiation, litigation, or otherwise, but only so long as:
 - (A) Contractor, at the request of the SRIA, furnishes a surety bond, letter of credit, or other evidence satisfactory to the SRIA that the funds necessary to satisfy the obligation will be available to be paid if Contractor ultimately is determined to owe the full amount claimed to be due; and
 - (B) Contractor continues performing the Services in the manner herein required during the resolution of the payment dispute, and there is no adverse impact on the services provided.

Upon request of the SRIA, Contractor will advise the SRIA of the status of any dispute over amounts allegedly due and payable by Contractor to a third party with whom a dispute exists as described herein.

- (xiii) Failure of Contractor to furnish information required under the terms of Paragraph 8.8 hereof, as and when required.
- (xiv) The occurrence of any event or circumstance (whether in connection with the performance of the Services or otherwise) that causes the SRIA to have reasonable concerns as to the ability (financial or otherwise) of Contractor or any Subcontractor to perform the Services in the manner herein required.
- (xv) Failure by Contractor to perform any component of the Services in a manner acceptable to the SRIA in its reasonable discretion, or material failure by Contractor to otherwise perform its obligations under this Agreement or to substantially comply with any terms or provisions set forth herein, in the RFQ, or in scope of services, as it may hereafter be amended, modified, or supplemented from time

to time.

9.2 Event of Default by the SRIA.

The failure of the SRIA to make payments to Contractor at the times and in the amounts required by this Agreement shall constitute an Event of Default by the SRIA under this Agreement (the occurrence of such circumstance also being defined as an "Event of Default").

9.3 Rights of Non-Defaulting Party Upon Occurrence of Event of Default.

(a) If Contractor commits an Event of Default hereunder the SRIA shall be entitled to exercise any or all of the following remedies, in addition to any or all other remedies or rights provided by law or equity to which the SRIA may resort, cumulatively or in the alternative, and in addition to such other rights and remedies elsewhere set forth in this Agreement:

- (i) The SRIA may terminate this Agreement and Contractor's rights hereunder by giving Contractor a notice of termination. On the fifteenth (15th) day following such termination notice, or on the date specified in such notice, if later, Contractor's rights hereunder shall terminate. To the extent that any duties, obligations, or liabilities of Contractor shall have accrued as of the effective date of termination, such duties, obligations, and liabilities shall survive the termination of this Agreement.
- (ii) The SRIA may terminate some but not all of Contractor's rights hereunder by modifying the definition of Services to exclude therefrom those Services as to which the Event of Default has occurred. The SRIA shall give Contractor notice of those Services to be terminated and, on the fifteenth (15th) day following such termination notice, or on the date specified in such notice, if later, Contractor's obligation to perform such Services, and its rights to be paid for the performance thereof, shall terminate.
- (iii) If the Event of Default consists of a failure of Contractor to perform an obligation or duty in the manner or within the time required under the terms of this Agreement, the SRIA may either perform such obligation or duty or retain another party to perform such obligation or duty, in either case offsetting the cost of such performance against the payments otherwise due by the SRIA to Contractor under this Agreement.
- (iv) The SRIA may collect from Contractor, or may offset against amounts due or to become due to Contractor under the provisions

of this Agreement, all costs and expenses incurred by the SRIA or damages or liabilities suffered by the SRIA due to the occurrence of the Event of Default.

- (v) The SRIA may resort to any recourse or remedy available under the terms of any bond, contract of suretyship, policy of insurance, or any other agreement or contract pursuant to which a third party has guaranteed payment or performance of all or any portion of the Services, or guaranteed that such Services would be performed in accordance with certain standards, or otherwise.
- (vi) The SRIA may bring any action at law or equity for emergency, provisional or temporary relief (including, without limitation, injunctive relief, attachment, or extraordinary writ) or may exercise self-help remedies or other efforts or attempts to minimize damage that would otherwise accrue as a result of the occurrence of Contractor's Event of Default.
- (vii) In the event the SRIA determines that a material breach of this Agreement has occurred and that the public's health, safety, and/or welfare is now endangered, the SRIA Board may order Contractor to immediately cease its operations. In that event, Contractor shall agree to cooperate completely with the SRIA to effect the immediate takeover of its Services operations. Such a takeover shall be effected immediately or in no case later than 72-hours after the approval by the SRIA Board of said action. These provisions are specifically stipulated and agreed to by both parties to be reasonable and necessary for the protection of the public's health, safety, and welfare, and any legal action, concerning the dispute of the SRIA's determination that a material breach has occurred, shall be initiated and shall take place only after the emergency takeover of Services.
- (viii) Contractor understands and agrees that the failure on the part of the Contractor to cooperate fully with the SRIA to effect a safe and smooth transfer of Services operations during an emergency as set out in Paragraph 9.3 (vii) shall not itself constitute a material breach of this Agreement, even if it is later determined that the original material breach declaration was initiated erroneously by the SRIA Board.

(b) Notwithstanding anything in the RFQ to the contrary, the parties have not agreed upon or established a measure of liquidated damages in the event of an occurrence of an Event of Default by the Contractor hereunder.

9.4 Default Notice: Remedies.

(a) If an Event of Default occurs hereunder, as a condition precedent to exercising any other rights or remedies as a result of such Event of Default, the party claiming an Event of Default has occurred shall send written notice to the other party, specifying the circumstances constituting the default (referred hereinafter as the "Default Notice").

(b) Notwithstanding anything herein to the contrary, the SRIA may seek or pursue any and all remedies available to it, immediately and without providing any curative rights or periods or, if an Event of Default is:

- (i) An Event of Default of a type or nature described in Paragraph 9.1(a)(1); 9.1(a)(vi); 9.1(a)(vii); 9.1(a)(viii); 9.1(a)(ix); 9.1(a)(xi); 9.1(a)(xii); 9.1(a)(xiv); or 9.1(a)(xv);
- (ii) An Event of Default of a nature which endangers the public health, or welfare and which requires prompt or immediate remedies or relief;
- (iii) An Event of Default that is not of a type or nature that renders it susceptible to a meaningful or prompt cure;
- (iv) An Event of Default of a monetary nature, if the amount in controversy exceeds \$100,000.00;
- (v) An Event of Default that involves alleged fraud or theft or failure to account for funds;
- (vi) An Event of Default of a type that would cause the SRIA, Escambia County or the public to suffer significant or incurable harm or damage if a curative opportunity were granted, or if a speedy resolution is otherwise critical in the SRIA's reasonable opinion.

(c) Except with respect to the Events of Default identified in subparagraph (b)(1) or as otherwise provided in subparagraph (b), if an Event of Default occurs and if either: the defaulting party has not commenced efforts to cure the Event of Default on or before ten (10) days after receipt of Default Notice; or if the defaulting party does not diligently prosecute its efforts to accomplish a cure; or if the defaulting party fails to complete a cure on or before thirty days (30) after receipt of the Default Notice (or such longer or shorter period of time as shall be reasonably required to cure the Event of Default), then the non-defaulting party shall be entitled to attempt to resolve the dispute at a settlement conference in accordance with the provisions of Paragraph 9.5.

9.5 Settlement Conference.

If required under the terms of Paragraph 9.4, and if the party who allegedly is in default has not cured the event of default on or within ten (10) days after the initial delivery of the default notice, the parties shall schedule and attend a settlement conference to seek resolution of the dispute. Both parties shall endeavor in good faith to seek a reasonable and equitable resolution of the dispute during such settlement conference.

9.6 Cooperation.

Each party shall diligently cooperate with the other in an effort to resolve disputes in the most fair and amicable manner possible, and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution of the dispute.

9.7 Continuing Performance.

Following the occurrence of any event of default or alleged event of default, and continuing during any resulting legal proceedings, each party shall continue to perform its duties and obligations under this Agreement unless otherwise specified in this Agreement, unless otherwise agreed or otherwise directed by a court of competent jurisdiction.

ARTICLE X

Obligations of the Parties Upon Termination or Expiration of this Agreement

10.1 Obligations.

Immediately upon expiration or termination of this Agreement, whether at the expiration of the Term or otherwise, the parties shall do the following:

(a) Promptly upon termination, Contractor shall submit to the SRIA detailed information relating to each Subcontractor and employee of Contractor performing work under this Agreement. This information shall be in sufficient detail so that (i) the SRIA will have the ability to contact each Subcontractor and employee; (ii) the SRIA can easily determine the role or function of each in regard to Contractor's obligations hereunder; and (iii) if it so elects, the SRIA may engage each Subcontractor or employee on substantially the same terms as each had been contracted by Contractor.

(b) Within ten (10) days after Contractor's submission to the SRIA of the information described in subparagraph (a), the SRIA shall notify Contractor, in writing, of each Subcontract (including vending contracts) and employment agreement which respect to which the SRIA has or intends to exercise its right to succeed Contractor.

(c) Within fifteen (15) days after Contractor's submission to the SRIA of the

information described in subparagraph (a), Contractor shall cancel or terminate all Subcontracts and employment agreements except those specified in the notice from the SRIA to Contractor as being agreements that it intends to assume.

(d) Contractor shall use its best efforts to cancel or minimize any outstanding Subcontracts and employment commitments or agreements that the SRIA does not intend to assume. Contractor shall initiate settlement of all outstanding liabilities and claims arising out of the commitments or agreements to be canceled. Contractor shall provide the SRIA with an opportunity to review and approve all settlements contemplated with respect to any Subcontract or employee commitment or agreement, so that the SRIA will have (if it so elects) a meaningful opportunity to assume outstanding Subcontracts and employee commitments or agreements. Any settlement shall be subject to approval by the SRIA.

10.2 Assignment.

Contractor shall incorporate a provision in all subcontracts that provide for assignment to the SRIA (at the SRIA's election), as more particularly required by Paragraph 5.2 of this Agreement. Notwithstanding the incorporation of such provisions, at the request of the SRIA, Contractor shall notify the Subcontractor of its consent to the assignment of the Subcontract and execute an instrument assigning to the SRIA in writing all of Contractor's rights, title, and interest under any subcontracts that the SRIA desires to assume. At the sole discretion of the SRIA, the SRIA may settle all claims arising out of the cancellation of the Subcontracts.

10.3 Continuing Liability.

Termination of this Agreement or any portion thereof, shall not relieve Contractor of its responsibilities relating any completed portions of the Services, nor shall it relieve Contractor's surety, if any, of its obligation for and concerning any claims arising out of the work performed.

10.4 Completion of the Services.

If Contractor commits an Event of Default hereunder, the SRIA may appropriate or use any or all materials and equipment on site, and may enter into an agreement with others for the performance of the Services under the Agreement or may use other methods which, in the opinion of the SRIA, are required for the performance of the Services in an acceptable manner.

ARTICLE XI

Representations of Parties

11.1 Status of Contractor.

Contractor represents to the SRIA that [to be inserted] , is a corporation duly created under the laws of Florida and qualified to transact business in Florida; and that Contractor possesses all permits and licenses necessary under applicable laws to authorize it to perform the Services. These licenses include a certificate of authority in good standing from Florida Department of State, Division of Corporations.

ARTICLE XII

Miscellaneous Provisions

12.1 Compliance with Tax Laws.

The parties intend that the provisions of this Agreement shall comply in all respects with the requirements for management or service contracts promulgated by the Internal Revenue Service in Revenue Procedure 93-19, 1993 C.B. 526 ("93-19"). If the SRIA (in its sole and absolute discretion) determines that any statute, regulation, ruling, announcement, notice, judicial decision, or other matter is enacted, promulgated, issued, released, published, or decided after the publication date of 93-19, which overrules, supersedes, or is inconsistent with 93-19 (a "Subsequent Ruling") and which causes the Agreement to violate the Subsequent Ruling, or if the SRIA (in its sole and absolute discretion) determines that the Agreement does not comply with 93-19 or such Subsequent Ruling, a "Tax Condition" shall be deemed to have occurred. Upon the occurrence of a Tax Condition, the SRIA, and Contractor shall, in good faith, negotiate modifications to this Agreement that would cure the Tax Condition. If the SRIA and Contractor fail to agree to modifications within twenty (20) days after the occurrence of a Tax Condition, the SRIA shall have the sole right to modify this Agreement in any manner that is minimally and reasonably necessary to comply with 93-19 or the Subsequent Ruling, and such modification shall be retroactive to the date The SRIA determines is required to cause the SRIA and this Agreement to comply with 93-19 and the Subsequent Ruling.

12.2 Waiver

This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties hereto. No failure by either party to insist upon the strict performance of any covenant, duty, agreement, or condition set forth in this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Any party hereto, by notice, may, but

shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

12.3 Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the SRIA and its successors, permitted assigns, and legal representatives, and shall be binding upon and inure to the benefit of Contractor and its permitted successors, assigns and legal representatives. In the event of any assignment of this Agreement in whole or in part by the SRIA, the term "SRIA" as used in this Agreement shall be deemed to mean the assignee of the SRIA, and as such, the assignee shall have all rights accorded to the SRIA.

12.4 Designation of Representatives; Cooperation with Representatives.

(a) The SRIA and Contractor shall each designate an individual (or individuals) who shall be authorized to make decisions and bind the parties on matters relating to the effectuation of this Agreement and the services to be provided hereunder. The designated individuals shall not have the right to make decisions inconsistent with the Agreement, or make amendments thereto or take any action or make any decisions that are not allowed under applicable law. Designations of representatives may be changed by a subsequent writing delivered to the other party. The parties may also designate technical representatives who shall be authorized to investigate and report on matters relating to the Services and negotiate on behalf of each of the parties but who are not authorized to bind the SRIA or Contractor.

(b) Contractor shall cooperate with the SRIA and all representatives of the SRIA. Contractor shall provide such data, reports, certifications, and other documents or assistance reasonably requested by the SRIA. The provision of such information shall not in any manner diminish Contractor's rights or obligations under any other provision hereof.

12.5 Gratuities.

Neither Contractor nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the SRIA gifts, entertainment, payments, loans, or other gratuities. Contractor acknowledges knowledge of the State of Florida's ethics statutes and, to the extent applicable to the Contractor, Contractor agrees to abide with such statutes.

12.6 Conflict of Interest.

Contractor hereby certifies that it will completely disclose to the SRIA all facts bearing upon any possible conflicts, direct or indirect, with its performance that it believes any officer, employee, or agent of the Contractor now has or will have. Said disclosure shall be made by the Contractor contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to Contractor. Contractor at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the SRIA.

12.7 Survival.

All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, and shall survive the termination of this Agreement.

12.8 Accounting Records, Reports, and Practices.

(a) Contractor shall establish internal financial control practices and maintain accounting records which are accordance with generally accepted standards in the industry and the terms and conditions of this Agreement.

(b) Contractor agrees to provide copies of all forms to be used and notice of all accounting methods, internal controls, and procedures to be used in its reports to the SRIA and when possible adopt methods, controls, and procedures that are compatible with existing methods, controls, and procedures used by the SRIA.

(c) The SRIA shall have unlimited access to all accounting records and supporting documentation during the terms of this Agreement and for a period of five (5) years thereafter. However, the SRIA's right to access shall be exercised following reasonable notice to Contractor. Supporting documentation shall include but is not limited to contracts, leases, vouchers, checks, invoices, receipts, and all other documents relating to any matter, which is the subject of this Contract.

(d) Contractor will submit to the SRIA from time to time such financial reports of its Service operations in a form and format as maybe required by and agreed to by the parties.

12.9 Permits, Licenses, Etc.

Throughout the Term, Contractor shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by Contractor; shall pay all charges, fees and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to the SRIA upon request.

12.10 Governing Law.

This Agreement shall be governed by and construed in accordance with the law of the State of Florida and the parties stipulate that venue shall be in the SRIA of Escambia.

12.11 Public Records Disclosure.

Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the SRIA may, without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access to such documents, terminate the employment of the Contractor. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable termination expenses incurred by the SRIA may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

12.12 Interpretation.

(a) For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(b) If Contractor discovers any material discrepancy, deficiency, ambiguity, error or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, Contractor may immediately notify the SRIA and request clarification of the SRIA's interpretation of this Agreement.

(c) This Agreement 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 of the terms and provisions hereof.

12.13 Severability.

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

12.14 Computation of Periods.

References to "days" contained herein shall mean calendar days unless otherwise specified provided that if the date to perform any act or give any notice specified herein (including the last date for performance or provision of notice "within" a specified time period) falls on a Saturday, Sunday or legal holiday, such act or notice may be timely performed on the next succeeding day that is not a Saturday, Sunday or legal holiday. Notwithstanding the foregoing, requirements relating to emergencies and other requirements for which it is clear that the intent is to require performance on a non-business day, shall be required to be performed as specified, even though the date in question may fall on a weekend or legal holiday.

12.15 Headings.

The captions of the sections of this Agreement are for convenience only and shall not be deemed part of this Agreement or considered in construing this Agreement.

12.16 Compliance with Laws.

Contractor shall keep fully informed regarding, and shall fully and timely comply with, all Current Laws and Future Laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, Contractor shall observe all rules and regulations of federal, state, and local health officials. Contractor shall not require any worker to work in surroundings or conditions that are unsanitary, hazardous, or dangerous to his or her health or safety.

12.17 Audits, Inspections and Testing.

Contractor shall permit (at reasonable times) audits, inspections, and testing desired by the SRIA relating to any matter, which is the subject of this Agreement. Such audits, inspections, and testing shall not relieve Contractor of any of its obligations under this Agreement.

12.18 Entire Agreement.

This Agreement, including the Exhibits attached hereto, together with the RFQ and Contractor's Proposal constitutes the entire and integrated agreement between the

parties hereto and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings and agreements, whether written or oral, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Santa Rosa Island Authority signing by its Chairman, authorized to execute this Agreement and [to be inserted] signing by and through its President duly authorized to execute same.

SANTA ROSA ISLAND AUTHORITY

By: _____
Elwyn Guernsey, Chairman

Date: _____

ATTEST: Secretary

By: _____
Vernon Prather

CONTRACTOR:

[to be inserted]

By: _____

[to be inserted]

Date: _____

(Corporate Seal)

EXHIBIT "1"

SCOPE OF SERVICES

SPECIAL PROVISIONS, CONDITIONS AND SPECIFICATIONS **EVENTS PROMOTER SERVICES**

1.0 INTENT AND SCOPE

1.1 Intent

It is the intent of the Santa Rosa Island Authority ("SRIA") to secure a contract with a qualified and experienced firm for providing and administering EVENTS PROMOTION including but not limited to scheduling in coordination with the SRIA, talent and sponsorship procurement, promotions, concessions, ticketing, staging, sound, lighting and video production, site layout, logistics, coordination and contracting with public safety agencies, and applying for/receiving all required local, State or Federal permits, beginning on or about June ____, 2011 through ____ 20__. The proposed agreement will include ____ (*) ____ year options to renew.

Services will be provided in accordance with all SRIA Rules and Regulations and all County, State or Federal laws and ordinances regarding concerts and outdoor events. The successful respondent will be committed to providing services in a professional, timely and responsive manner and with the highest degree of integrity, technical competence and regulatory compliance while at the same time ensuring a positive customer service experience to the citizens and businesses on Santa Rosa Island and throughout Escambia County.

1.2 Scope

The work to be performed under the Contract includes but is not limited to:

- 1.21 Maintaining a competitive events calendar of local and regional events to better position the events the contractor produces for the SRIA.
- 1.22 Schedule, book and promote events, which shall be approved in advance by the SRIA, and work collaboratively with all other SRIA marketing providers. No less than one event shall be scheduled for each quarter of the calendar year.
- 1.23 Submit list of planned performances/ talent/sponsorships by SRIA assigned deadlines along with a budget and revenue projections for each event as well as an overall budget and overall revenue projections to be approved by the SRIA.

- 1.24 Provide only family friendly events, e.g., no talent/sponsorships/vendors content that would receive a "parental advisory" rating if sold as a compact disc.
- 1.25 Procure, and coordinate all sponsorships, concessions and all food, alcohol, beverage and merchandise vendors and agreements and collect all fees/percentages for events promoted by the Contractor.
- 1.26 Procure, coordinate and contract with all federal, state and local agencies for permitting and/or authorizations for the event promoted by the contractor.
- 1.27 Procure, coordinate and contract to provide all required event infrastructure needs including but not limited to staging, lighting, sound, utilities, transportation, security, safety, sanitation, vendors, set-up, breakdown and clean-up.
- 1.28 Provide a final report to be submitted to SRIA within 60 days following the last day of each event with an evaluation of the event and a detailed financial report showing that funds were spent as outlined in the event planning budget as well as the sources and amounts of revenues.

The Bands on the Beach Concert Series is not included in the scope of services of the Contract.

2.0 GENERAL

- 2.1 The Contractor will provide the services and complete the work in accordance with these Special Provisions, conditions and Specifications as directed by the Contract Manager, to be identified by the SRIA, or the designated representative.
- 2.2 The Contractors personnel will be competent for the particular type of work. The Contractor will be fully responsible for the performance of the Contractor's organization and completion of all work under the Contract.

3.0 CONTROL OF WORK

- 3.1 The SRIA's Human Resources and Events Coordinator ("Contract Manager") will oversee and be the SRIA point of contact with the Contractor.

3.2 The Contractor shall provide the SRIA with the name, address, telephone number, facsimile number, and e-mail address of the Contractor's point of contact for the SRIA and the Contract Manager.

3.3 All work will be subject to acceptance by the SRIA, which will evaluate the Contractor's work for compliance with the Contract. The Contract Manager will provide verbal and written communications to the Contractor referencing any and all problems or deficiencies with items of work as necessary. The Contractor will have a maximum of three (3) working days to correct identified problems. Unforeseen circumstances beyond the control of the Contractor, which delay compliance, will be considered at the discretion of the SRIA.

4.0 LICENSES AND FEES

The Contractor will be responsible for procuring all licenses and fees associated with the performance of this Contract.

5.0 RESPONSIBILITY FOR DAMAGES/LIABILITY INSURANCE

The Contractor will protect from damage all property associated with, or which is in the vicinity of, or in any way affected by, the Contractor's work performed pursuant to this Contract. Any damages occurring to such properties caused by the acts or omissions of the Contractor, or its employees, agents or invitees, will be immediately repaired at the expense of the Contractor to a condition similar or equal to that existing before such damage occurred.

The Contractor will carry and keep in force insurance policies as specified in Article VIII of the Contract Agreement during the term of this Contract for these services with an insurance company or companies authorized to do business in Florida.

6.0 BEGINNING OF WORK

Services to be provided under this Contract will commence pursuant to written notice from the Contract Manager. The SRIA anticipates requesting services to begin on or about _____. The Contract Manager may call a pre-work conference prior to the Contract commencing work to review the proposed work with the Contractor.

7.0 SUSPENSION OF WORK

The SRIA has the right (exercised from time to time) to suspend the work covered by the Contract, wholly or in part, for such period as may be deemed

necessary. Such suspension, if ordered, will be in writing and will provide detailed reasons for the suspension.

8.0 CONTRACTOR'S RESPONSIBILITIES

8.1 Staffing and Duties

The Contractor shall develop, implement and maintain a staffing plan to undertake the duties described herein. The Contractor shall identify all necessary positions, minimum staffing requirements, and develop job descriptions, which meet the minimum requirements for education, language proficiency, and experience set forth herein.

8.2 Stable Workforce

The Contractor will provide a stable workforce, which will include both full-time and part-time employees. The Contractor will minimize turnover rates by providing salaries competitive within the area, and benefits to their full-time employees. The Contractor will be required to provide information regarding benefits that will be provided to full-time personnel, and documentation substantiating competitive pay rates. The Contractor will be responsible for tracking contract employee turnover and providing quarterly reports to the SRIA. Unsatisfactory turnover rates that affect the Contractor's ability to provide the required services to the SRIA will be cause for termination of the Contract.

8.3 Screening Process

The Contractor will establish and maintain the screening process for potential employees assigned to this Contract. This process will include a means to exclude individuals with criminal records or other backgrounds, which would jeopardize the Contractor's ability to properly provide the specified services. The SRIA reserves the right to review the Contractor screening process and to request changes as required by the SRIA.

8.4 Employment of Relatives

The Contractor will ensure that no Contractor employees assigned to work at an SRIA location where a relative of the employee is assigned. This requirement applies to all relatives of the Contractor employees, either employed by the SRIA or Contractor.

8.5 Personnel Files

The Contractor will establish and maintain personnel files on each employee assigned to the Contract. The file will include a complete set of fingerprints taken by the local law enforcement officer, a recent photograph and a completed background checks. This information must be on file prior to an employee being assigned to the Contract. The SRIA reserves the right to review the personnel files and to require the Contractor to provide employee information such as a photo, fingerprints, Social Security number, addresses, etc.

The file will also include receipts signed by the employee for uniforms and employee access cards issued; and performance documentation provided by the Contractor and the SRIA.

8.6 Photo Identification, Name Tags and Access Cards

Contractor will provide each employee with a photo identification badge to identify the individual as an employee of the Contractor. The employees must have the identification badge with them while working.

8.7 Senior Level Manager and Communication

The Contractor will provide a senior-level employee to act as the Contractor's manager during the term of the Contract, with authority to act on behalf of the Contractor in any matter related to the Contract. The Contractor's manager and alternate will speak, understand and write the English language and be available and on-call on a 24 hours a day basis during the term of the Contract.

The Contractor will provide emergency telephone numbers. The Contractor will respond to the SRIA within thirty (30) minutes of initial contact (beeper, amateur service, phone messages, text messages, e-mails, etc.)

8.8 Employment Matters

The Contractor will be responsible for all matters pertaining to the employment, benefits, compensation, discipline and discharge of personnel provided by the Contractor. The Contractor will be an independent contractor of the SRIA and performance of its duties herein. The Contractor's personnel performing services under the Contract will at all times be under the Contractor's direction and control and will be employees of the Contractor and not employees of the SRIA. The Contractor will pay all wages, salaries and other amounts due to employees in connection with the Contract and will be responsible for all reports and obligations regarding such employees, including but not limited to Social Security Tax, Income Tax Withholding, Unemployment

Compensation, Workers Compensation, employee benefits and similar matters.

8.9 Employee Removal

The SRIA reserves the right to require the immediate removal, from the Contract, of any Contractor employee whom the SRIA identifies as a potential threat to the health, safety, security or general well-being of SRIA's customers, employees, agents or assets or whom the SRIA determines does not meet the minimum performance requirements of the Contract. If such removal request of an employee occurs during the employee's regular work shift, the Contractor, if directed by the SRIA will provide a replacement as is possible but within two hours.

The SRIA requests an employee's removal from this Contract, not their termination. Under no circumstances will the Contractor or its representatives inform the contract employee that they are being terminated at the request of the SRIA or any representative of the SRIA. The Contract shall take full responsibility for termination of a contracted employee.

9.0 ORIENTATION AND TRAINING

9.1 Orientation Program

Contractor will develop and furnish a general orientation program for all contract employees assigned to this Contract.

9.2 Additional Training

The Contractor may be required to work with the SRIA in developing in furnishing additional training programs for contract employees, including but not limited to, safety, sexual-harassment, workplace violence and customer relations.

9.3. Completion of Training and Orientation

Failure to successfully complete any training session or the orientation will exclude the Contractor employee from being assigned to the Contract for the remainder of the Contract period.

10.0 SRIA'S RESPONSIBILITIES

10.1 Supervisor of Operations

The Contract Manager will be responsible for overseeing the Contract.

10.2 Performance Concerns

The SRIA will be responsible for notifying the Contractor of any noncompliance relating to the performance of the Contract.

11.0 REPORTS

11.1 Gross Sales Report

The Contractor shall report the gross sales for each event to the SRIA within 20 days of after the last day of the event on a commercially reasonable form provided by the SRIA. Additionally, except as provided below, the appropriate lease fee payment on such gross sales shall be included at the time the Contractor reports gross sales to the SRIA. The Contractor further agrees to make available for inspection and copying all of the accounting and bookkeeping records for the event of the Contractor, its agents, representatives and employees at such reasonable times, dates and places as the SRIA deems appropriate in order for the SRIA to verify the gross sales information reported by the Contractor. Notwithstanding the foregoing, ninety (90%) percent of the lease fee with respect to ticket sales shall be paid to the SRIA within thirty (30) days after the last day of the event and the remaining ten (10%) percent of the lease fee with respect to ticket sales shall be paid to the SRIA within one hundred eighty (180) days after the last day of event.

11.2 Final Report

The Contractor shall provide a final report to be submitted to SRIA within 60 days following the last day of each event with an evaluation of the event and a detailed financial report showing where funds were spent as outlined in the event planning budget as well as the sources and amounts of revenues.

11.3 Monthly Reports

The Contractor shall provide to the Contract Manager on the first business day each month, a report with the following information:

- 11.31. A competitive events calendar of local and regional events.

- 11.32. A schedule of booked events approved by the SRIA, including the nature of the event, the talent for the event, the location of the event and the date and time of the event.
- 11.33 A list of planned events for the SRIA, the talent and sponsors for the events and a budget and revenue projections for each event.
- 11.34 An expense and revenue statement detailing all expenses and revenues since the last monthly report.
- 11.35 A statement of the deficiencies or problems identified during the prior month pursuant to Section 3.3 herein and how the deficiencies or problems were resolved; or the nature of the unforeseen circumstance beyond the control of the Contractor that delayed resolution of the deficiency or problem.
- 11.36 Any additional information requested by the Contract Manager.

11.4 Quarterly Report

On the first business day of each calendar quarter, the Contractor shall provide to the Contract Manager a report tracking contract employee turnover for the previous calendar quarter as well as information regarding benefits for full-time contract employees and substantiating competitive pay rates.

12.0 OPERATIONS AND PROCEDURES MANUAL

The Contractor shall provide to the Contract Manager the Contractor's Operations and Procedures Manual to be utilized for this Contract. The Contractor and Contract Manager shall develop any revisions to the Operations and Procedures Manual necessary to properly execute the Contract.

Exhibit 2

METHOD OF COMPENSATION

1.0 PURPOSE:

This Exhibit defines the limits and method of compensation to be made to the Contractor for services provided and the method by which payments shall be made.

2.0 COMPENSATION:

The Maximum Total Compensation is \$_____ (Term- Year One), \$_____ (Term- Year Two) and \$_____ (Term- year Three). This is an indefinite quality contract whereby the Contractor agrees to furnish services during a prescribed period of time. The specific period of time completes such contract. The SRIA, based upon need and availability of budget, may increase or decrease the Maximum Total Compensation.

3.0 PAYMENTS:

Payments shall be made at the contract hourly billing rates as established in the Response to the RFQ; and made a part thereof. The contract hourly billing rates shall include the costs of salaries, overhead, fringe benefits, overtime, contract management, administration, operating margin and expenses.

The Contractor will be compensated at the contract hourly billing rate for only those hours worked by contract employees performing events promotion or required training activities. No other compensation will be made to the Contractor including any costs associated with employee transportation to work or contract administration costs.

The Contractor shall submit monthly invoices in a format acceptable to the SRIA. Payment shall be made to the Contractor for services provided as approved by the SRIA.

4.0 DETAILS OF COSTS AND FEES:

Details of the Contractors hourly billing rates for the performance of the services provided hereunder are shown in the Response to the RFQ.

Appendix "B"
Form 1

**PROPOSAL CERTIFICATION
RFP 2011-1**

The following certifies that this proposal is submitted without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, services, and supplies and is in all respect fair and without collusion or fraud.

The proposer certifies by his/her signature below that this proposal is current, accurate, complete and is presented to Santa Rosa Island Authority for the performance of this contract in accordance with all the requirements as stated in this Request for Proposal.

NAME (PRINT): _____

TITLE: _____

COMPANY: _____

SIGNATURE: _____

Please affix corporate seal or have proposal notarized.

(Notary Expiration & Seal)

Date: _____

OR:

(Corporation seal)

Appendix "B"
Form 2

Financial References

Provide a list of financial references (banks) so as to ascertain the financial responsibility of the Proposer.

Name of Bank _____

Address _____

Officer familiar with account _____ Tel: _____

Name of Bank _____

Address _____

Officer familiar with account _____ Tel: _____

Name of Bank _____

Address _____

Officer familiar with account _____ Tel: _____

Name of Bank _____

Address _____

Officer familiar with account _____ Tel: _____

Provide a list of financial references (surety companies) so the SRIA can ascertain the financial responsibility and general reliability of the Proposer.

Name of surety company _____

Name of local agent (if different) _____

Local address _____

Person familiar with account _____ Tel: _____

Name of surety company _____

Name of local agent (if different) _____

Local address _____

Person familiar with account _____ Tel: _____

Name of surety company _____

Name of local agent (if different) _____

Local address _____

Person familiar with account _____ Tel: _____

Name of surety company _____

Name of local agent (if different) _____

Local address _____

Person familiar with account _____ Tel: _____

Appendix "B"
Form 3

Business References

Please provide a list of references, including public agencies for whom you have performed similar work. Proposers must also list all contracts previously or currently held with Escambia County and/or the SRIA and provide references for those projects.

Customer _____

Address _____

Principal Contact: _____ Tel: _____

Type of Project _____

Customer _____

Address _____

Principal Contact: _____ Tel: _____

Type of Project _____

Customer _____

Address _____

Principal Contact: _____ Tel: _____

Type of Project _____

Customer _____

Address _____

Principal Contact: _____ Tel: _____

Type of Project: _____

Appendix "B"
Form 4

PROPOSER QUALIFICATIONS STATEMENT

The signatory of this questionnaire must certify as to the truth and accuracy of all statements and of all answers to the following questions hereinafter made.

4.1 Proposer Information

4.1.1 Proposer Data

Name of Proposer: _____

Address of principal office: _____

Address of Florida office, if any _____

Type of Firm:

Corporation_____ Partnership_____ Individual_____ Joint Venture
(Check above where applicable)

If a partnership, list name and addresses of partners; if a corporation, list names of officers, directors and state of incorporation; if a joint venture, list names and addresses of venturers and if any venturer is a corporation, a partnership or joint venture, list same information for each such corporation, partnership and joint venture.

Is your firm licensed to do business in the State of Florida?

License Number

Classification

Federal Employer Identification Number

How many years has your firm been in business under your present business name?

_____.

How many years experience has your firm had Events Promoter Services similar to the services requested in this RFP?

Have you or your firm, or any officer or partner thereof, failed to complete a contract? Yes () or No ()

If so, provide details:

Is any litigation pending against your firm or its officers or partners? Yes () or No ()

If so, provide details:

Has your firm or any of its officers or affiliates ever been convicted of any crimes connected with your firm's contracts? Yes () or No (). (Also see Form _____, Sworn Statement Pursuant to Sec. 287.133(3)(a), Florida Statutes, on Public Entity Crimes.

If so, provide details:

Is your firm or any of its partners or officers currently under investigation by any Federal, State, or local agency? Yes () or No ().

If so, provide details:

Is your firm currently disqualified from bidding or receiving awards or entering into contracts with any public agency or authority? Yes () or No ().

If so, provide details:

Has your firm submitted a bid on a competitively bid project where your firm was the lowest qualified bidder but was not awarded the contract within the past three years.

Yes () or No ().

If so, provide details:

I CERTIFY THAT the information included on these data sheets and the accompanying Qualifications Statement is true and accurate to the best of my knowledge and belief.

Name: _____
(print or type)

Title: _____

Signature: _____
(Authorized by the Firm to Sign the Contract)

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by

(Name of officer or agent, title of officer or agent)

of _____
(Name of corporation acknowledging)

a _____ corporation, on behalf of the corporation. He/she is
(State or place of incorporation)

personally known to me or has produced _____ as
(Type of identification)

identification and did/did not take an oath.

Notary Public, Commission No.

(Name of Notary, typed, printed or stamped)

Title or Type of Document _____ (optional)

Number of Pages _____ Date of Document _____ (optional)

Signer(s) other than named above _____ (optional)

(Seal Above)

Appendix "B"
Form 5

CORPORATION IDENTIFICATION
INFORMATION SHEET
FOR TRANSACTIONS AND CONVEYANCES

The following information will be provided to the Santa Rosa Island Authority's Administration & Leasing Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida corporation: Yes No

If not a Florida corporation in what
state was it created: _____

What kind of corporation is it: _____

Is it in good standing: Yes No

Authorized to transact business
in Florida Yes No

Does it use a registered fictitious name Yes No

Name of officers:

President _____ Secretary _____

Vice President _____ Treasurer _____

Director _____ Director _____

Other _____ Other _____

Name of Corporation (as used in Florida)

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Address 1 _____

Address 2 _____

City _____ State _____ Zip Code _____

Please continue and complete page (?)

Corporate Identification Continued

Federal identification number:

(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company:

Name of individual who will sign the instrument on behalf of the company:

(Contract must be signed by the president or vice-president. Any other officer must have permission to sign via a resolution approved by the board of directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the office of purchasing) (Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

Appendix "B"
Form 6

DECLARATION OF JOINT VENTURE AND POWER OF ATTORNEY
(IF APPLICABLE - IF NOT APPLICABLE CHECK HERE)

We,

desire to be qualified jointly for the purpose of proposing on RFP #2011-1 and we request that Santa Rosa Island Authority consider us as jointly qualified and jointly desiring to combine our assets with participation in the project by each firm, based on the following percentages:

%

Name and Address of Joint Venturer

%

Name and Address of Joint Venturer

%

Name and Address of Joint Venturer

We designate _____, as the name under which we desire to do business with Santa Rosa Island Authority.

We appoint _____, as our true and lawful Attorney-in-fact, to execute all bids, contracts, supplemental agreements, receipts, and releases and to receive all money's due from Santa Rosa Island Authority.

Street address of joint venture

We give the named Attorney-in-fact full power and authority to perform every act necessary to be done on each contract awarded to the Joint Venture as fully as we would do if personally present. The rights, powers, and authority of our Attorney-in-fact to exercise any and all rights and powers shall commence upon execution of this declaration and be in full force and effect until written notice of termination is given Santa Rosa Island Authority.

Date this _____ day of _____, 2011.

Contractor/Seal

By: _____

President

Contractor/Seal

By: _____

President

Contractor/Seal

By: _____

President

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this _____ by

(Name of officer or agent, title of officer or agent)

of

—

(Name of corporation acknowledging)

a _____ corporation, on behalf of the corporation. He/she is
(State or place of incorporation)

personally known to me or has produced _____ as
(Type of identification)

identification and did/did not take an oath.

_____ Notary Public, Commission No.

_____ (Name of Notary, typed, printed or stamped)

Title or Type of Document _____ (optional)

Number of Pages _____ Date of Document _____ (optional)

Signer(s) other than named above _____ (optional)

(Seal Above)

Appendix "B"
Form 7

DRUG FREE WORK PLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that
_____ does:

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, 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 proposal a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify 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 days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

CHECK ONE:

- _____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
- _____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

Proposer's signature

Date

Appendix "B"
Form 8

Subcontractor Data

Consideration will be given to the use of local Escambia County firms as subcontractors by the Proposer.

Name of Subcontractor:

Address of principal office:

Address of Florida office, if any:

Type of Firm:

Corporation_____ Partnership_____ Individual_____ Joint Venture
(Check above where applicable)

If a partnership, list name and addresses of partners; if a corporation, list names of officers, directors and state of incorporation; if a joint venture, list names and addresses of venturers and if any venturer is a corporation, a partnership or joint venture, list same information for each such corporation, partnership and joint venture.

Is your firm licensed to do business in the State of Florida?

License Number

Classification

Federal Employer Identification Number

How many years has your firm been in business under your present business name?

How many years experience has your firm had in Events Promotion Services similar to the specified work as Prime Contractor?

Appendix "B"
Form 9

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

7. This sworn statement is submitted to SANTA ROSA ISLAND AUTHORITY by

(Print individual's name and title)

for

(Print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is

(if the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement
_____.)

8. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
9. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
10. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. Predecessor or successor of a person convicted of a public entity crime; or

- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" include those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services lets by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officer, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an entity.
6. Base on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Office determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE

**PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE
THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES
FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION
CONTAINED IN THIS FORM.**

(Signature)

(Date)

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this _____
(Date)

by _____,
(Name of officer or agent, title of officer or agent)

of _____
(Name of Corporation acknowledging)

a _____ corporation, on behalf of the

corporation. He/she is personally known to me or has produced

_____ (Type of Identification)
_____ as identification and did (did not) take an oath.

Notary Public, Commission No.

(Name of Notary typed, printed or stamped)

Title or Type of Document _____ (optional)

Number of Pages _____ Date of Document _____ (optional)

Signer(s) other than named above _____ (optional)

(Seal Above)

resources, experience, knowledge and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;

- (2) A satisfactory record of performance;
- (3) A satisfactory record of integrity;
- (4) Qualified legally to contract with the county;
- (5) Supplied all necessary information in connection with the inquiry concerning responsibility, including but not limited to any licenses, permits, insurance or organization papers required; and
- (6) Been suspended, debarred or otherwise disciplined by the county, any state agency or subdivision, or the federal government for violations of procurement ordinances or laws.

The prospective contractor/vendor shall supply information requested by the county concerning the responsibility of such contractor/vendor. If such contractor/vendor fails to supply the requested information, the county shall base the determination of responsibility upon any available information or may find the prospective contractor/vendor nonresponsible if such information is not submitted within the time specified by the county.

(c) The county may conduct a prequalification process in which the responsibility of potential vendors/contractors is evaluated and may then limit acceptance of bids or responses to those vendors/contractors deemed qualified in such process.

(Code 1985, § 1-14-21(1)(g); Ord. No. 98-47, 10-27-1998)

Sec. 46-85. Same—Bid award.

Award shall be made to the lowest most responsible, most responsive bidder and shall be effective upon issuance of a purchase order by the purchasing manager or execution of a contract by the county administrator except those awards in which the county is contracting to expend, to reimburse, or to receive in revenues an amount of \$50,000.00 or more per annum shall be effective

upon board approval. The county may reject any bid prior to such issuance. The notice of intent to award procurements over the mandatory bid amount shall be posted at the location set for bid opening for a period of two business days. In the event only one responsive, responsible bid is received, that bid may be awarded to the sole bidder or rebid or canceled as provided in subsection 46-82(e). The county administrator is authorized and delegated the authority to execute contracts on behalf of the board of county commissioners. Contracts executed by the county administrator in which the county is contracting to expend, to reimburse, or to receive in revenues an amount of \$50,000.00 or more shall not be effective until approved by the board of county commissioners. (Code 1985, § 1-14-21(1)(h); Ord. No. 98-47, 10-27-1998)

Sec. 46-86. Same—Amendments/changes after award.

The county administrator or his designee may authorize individual increases to an award of under \$50,000.00. Changes to an award increasing such award to \$50,000.00 or more shall not be effective unless such increase is approved by the board of county commissioners. Authority to increase the amount of any award is predicated on the condition that all provisions of the original award remain intact and unchanged. Changes to original contracts are prohibited which change the scope of work from its original proposal or bid. The county administrator or his designee may approve extensions of delivery dates and performance time on contracts provided that any resultant changes to the established award amount comply with the provisions of this article. (Code 1985, § 1-14-21(1)(i); Ord. No. 98-47, 10-27-1998; Ord. No. 2001-9, § 6, 3-1-2001)

Sec. 46-87. Competitive proposal process— Alternative to competitive bid process.

When it is determined by the purchasing manager that the use of competitive sealed bidding is impractical or inappropriate, the county may uti-

lize the competitive process in sections 46-87 through 46-90 as an alternative to the competitive bid process.

(Code 1985, § 1-14-21(2))

Sec. 46-88. Same—Requests for proposals or information.

Requests for proposals or requests for information may be issued, setting forth the performance parameters of the goods and/or services, and establishing the evaluation factors to be used which set forth the terms and conditions of the goods and/or services sought including evaluation factors.

- (1) *Notice.* Adequate notice shall be published in a newspaper of general circulation for a reasonable time prior to the time set of the submission of responses and by such other means as deemed appropriate by the purchasing manager.
- (2) *Submission.* Proposals must be received no later than the original or amended time and date and at the location specified for submission in the request for proposal or request for information. No proposal shall be accepted after such time or at any other location than specified; any proposal received later or at any other location than specified shall not be considered to be responsive. Failure by the proposer to execute the county's contractual services acknowledgment form binding the proposer shall result in such proposal being rejected as nonresponsive.
- (3) *Proposal cancellation or postponement.* The purchasing manager may, prior to a proposal opening, elect to cancel or postpone the date and/or time for proposal opening, or submission. After the proposal opening, the purchasing manager or designee may cancel the proposal if no or only one responsive, responsible proposal is received, or if the lowest most responsive, most responsible proposal is in excess of the funding limits established by the county for that proposal or if it is deemed that it is not in the best interest of the county to continue with the procurement. In the

event of discovery after proposal opening of a patent irregularity or procedural flaw which is so severe as to render the process invalid, the purchasing manager or designee may also cancel the proposal.

(Code 1985, § 1-14-21(2)(a); Ord. No. 98-47, 10-27-1998; Ord. No. 2001-9, § 7, 3-1-2001)

Sec. 46-89. Same—Proposal evaluation.

The purchasing manager shall recommend award to the most responsive and responsible offerer selected by the proposal review committee whose proposal is determined to be the most advantageous to the county. Evaluation of offerers and/or proposals may be made in a multi-step selection process as set forth in the policies and procedures of the office of purchasing or in the request for proposal or request for information and shall be based upon factors of responsibility set forth in subsection 46-84(b)(2) and upon factors of responsiveness and quality based upon criteria set forth in the request for proposals or request for information and any other relevant information obtained through the evaluation process. Such criteria may include but may or may not be limited to price.

(Code 1985, § 1-14-21(2)(b); Ord. No. 98-47, 10-27-1998; Ord. No. 2001-9, § 8, 3-1-2001)

Sec. 46-90. Same—Award.

Notice of the intent to award shall be posted at the location set for proposal submission for a period of two business days. The award shall be made in accordance with the provisions of section 45-85. In the event only one responsive, responsible proposal is received, the county may award to the sole proposer or restart or cancel as provided in subsection 46-88(3). Amendments or changes to the contract after award shall be made in accordance with the provisions of section 46-86.

(Code 1985, § 1-14-21(2)(c); Ord. No. 98-47, 10-27-1998)

**Sec. 46-91. Alternative source selection—
Small purchases.**

Any purchase for an amount less than the mandatory bid amount may be made in accordance with those procedures promulgated in the

from the conduct may be evidence of such knowledge, approval, or acquiescence.

- b. The fraudulent, criminal, or other seriously improper conduct of a vendor may be imputed to any officer, director, shareholder, partner, employee, or other individual associated with the vendor who participated in, knew of, or had reason to know of the vendor's conduct.
- c. The fraudulent, criminal, or other seriously improper conduct of any subcontractor associated with a vendor may be imputed to the vendor when the conduct occurred in connection with the subcontractor's performance of duties for or on behalf of the vendor, and the vendor has knowledge of, approved of, or acquiesced in this conduct. The vendor's acceptance of benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.
- d. The fraudulent, criminal, or other seriously improper conduct of one vendor participating in a joint venture or similar arrangement may be imputed to other participating vendors if the conduct occurred for or on behalf of the joint venture or similar arrangement, or with the knowledge, approval, or acquiescence of these vendors. Acceptance of the benefits derived from the conduct may be evidence of such knowledge, approval, or acquiescence.

(Code 1985, § 1-14-21(5); Ord. No. 98-47, 10-27-1998)

Sec. 46-103. Inspections and tests.

(a) The using department of the county shall inspect or arrange for the inspection of all deliveries of supplies, materials, equipment or contractual services to determine conformance with specifications set forth in the order of contract.

(b) The purchasing manager shall have the authority to require chemical and/or physical tests or samples submitted with bids and samples of deliveries which are necessary to determine their quality and conformance with the specifications. For such tests, the purchasing manager has the authority to make use of laboratory facilities of an agency of the county government or any outside laboratory. In the event the product fails such testing, the county may require the vendor to pay the county for any expense incurred in testing. (Code 1985, § 1-14-21(6))

Sec. 46-104. Santa Rosa Island Authority.

For all purchases by and all work and services to be performed for the Santa Rosa Island Authority which are subject to the provisions and bid requirements of this article, the general manager of the Santa Rosa Island Authority shall approve bid specifications, shall fix the dates for submitting bids and for final receipt of bids, and shall give notice, advertise, and call for bids in accordance with this article. A standing bid review committee for the Santa Rosa Island Authority comprised of the general manager and the treasurer of the Santa Rosa Island Authority shall review all bids and recommend the lowest most responsible and most responsive bidder to the Santa Rosa Island Authority. The Santa Rosa Island Authority shall accept the bid of the lowest most responsible and most responsive bidder, unless it rejects all bids because all offered bids are too high.

(Code 1985, § 1-14-22)

Sec. 46-105. Preferences to state businesses.

(a) When the lowest most responsible and most responsive bid is by a bidder whose place of business from where he bids is in a state which grants a preference for the purchase of personal property to a person whose place of business is in such state, then a preference may be given to the lowest most responsible and most responsive bidder having a place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest most responsible and most responsive bidder has his place of business. However, this section shall not apply to projects for