

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/16/2020

Contract/Lease Control #: L03-0215-BCC

Procurement#: BCC 72-03

Contract/Lease Type: REVENUE

Award To/Lessee: BENNETT EUBANKS OIL, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/11/2003

Expiration Date: 06/11/2025

Description of PROPERTY LEASE AT 1812 LEWIS TURNER BLVD, FWB

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-651-7131

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

Closed:

Cc: BCC RECORDS



CONTRACT/LEASE RENEWAL FORM

Date: March 13, 2020
Bennett Eubanks Oil Co., Inc.
Attn: Cy Eubanks
17410 Main Street North
Blountstown, FL 32424
RE: Renewal of Lease L03-0215-BCC

CONTRACT#: L03-0215-BCC
BENNETT EUBANKS OIL, INC.
PROPERTY LEASE AT 1812 LEWIS
TURNER BLVD, FWB
EXPIRES: 06/11/2025

Dear Mr. Eubanks,

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, #L03-0215-BCC for an additional term. The contract renewal period will be June 11, 2020 to June 11, 2025. The annual budgeted amount for this contract is \$39,000. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

Dept. Director
Signature: [Signature]

Date: 3/13/20

Approved By: [Signature]

(as prescribed below on item 1)

Date: 04/13/2020

Approved By: Faye Douglas

(as prescribed below on item 1)

Date: 09.23.2020

AUTHORIZED COMPANY REPRESENTATIVE

Contractor: Bennett Eubanks, III

Approved By: Bennett T. Eubanks, III

Title: President

Date: 3/17/20

- 1) Obtain County Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator >\$50K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department.
If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970

EXHIBIT B

CONTRACT & LEASE AGREEMENT CONTROL FORM

Date: 5/21/15

Contract/Lease Control #: L03-0215-BCC

Bid #: BCC 72-03

Contract/Lease Type: REVENUE

Award to/Lessee: RITZ FOOD STORES

Lessor: OKALOOSA COUNTY

Effective Date: 6/11/2003

Amount: \$241,800.

Term/Expires: 6/10/2020

Description of Contract/Lease: PROPERTY LEASE 1812 Lewis Turner Blvd
BLVD, FWB

Department Manager: ASSISTANT COUNTY ADMINISTRATOR

Department Monitor: R. BRANNON

Monitor's Telephone #: 689-5960

Monitor's Fax #: 689-5998

Date Closed:



CONTRACT/LEASE RENEWAL FORM

May 4, 2015

Mr. Cy Eubanks
Bennett Eubanks Oil Co., Inc.
17410 Main Street North
Blountstown, FL 32424

CERTIFIED A TRUE
AND CORRECT COPY
JD PEACOCK II
CLERK CIRCUIT COURT

BY Terisa Ward
DEPUTY CLERK

DATE May 20, 2015



RE: Okaloosa County Lease for Ritz Food Store

Dear Mr. Eubanks

The Okaloosa County Board of County Commissioners agrees to renew the subject lease, # L03-0215-BCC for an additional term. The contract renewal period will be June 10, 2015 to June 10, 2020. The monthly rental for this property is \$3,445.00 which includes taxes.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured.

COUNTY REPRESENTATIVES

Dept. Director
Signature: [Signature]

Approved By: [Signature]

(as prescribed below on item 1)

Approved By: Nathan D. Boyles

(as prescribed below on item 1)

Date: May 20, 2015

AUTHORIZED COMPANY REPRESENTATIVE

Contractor: Bennett Eubanks Oil Co., Inc.

Approved By: [Signature]

Title: V.P.

Date: 5/07/15

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Director <\$25K and less, County Administrator <\$50K and less or Board >\$50K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Purchasing Services Coordinator.
If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.

**LEASE: L03-0215-BCC
GCJ ENTERPRISES, INC.
RITZ FOOD STORES #23
EXPIRES: 06/10/2020**

EXHIBIT B

CONTRACT & LEASE AGREEMENT CONTROL FORM

Date: 6/12/2003

Contract/Lease Control #: L03-0215-BCC12-55

Bid #: BCC 72-03

Contract/Lease Type: REVENUE

Award to/Lessee: RITZ FOOD STORES

Lessor: OKALOOSA COUNTY

Effective Date: 6/11/2003

Amount: \$241,800.

Term/Expires: 6/10/2015

Description of Contract/Lease: PROPERTY LEASE 806 WEST JAMES LEE
BLVD, FWB

Department Manager: ASSISTANT COUNTY ADMINISTRATOR

Department Monitor: D. MILLER/R. BRANNON

Monitor's Telephone #: 689-5960

Monitor's Fax #: 689-5998

Date Closed:

LEASE AMENDMENT #3

This agreement is made this 21st day of September, 2010 by and between Bennett Eubanks Oil Company Inc. ("Bennett") and Okaloosa County, a political subdivision of the state of Florida ("the County").

Whereas, Bennett Eubanks Oil Company Inc. is the assignee of that certain lease dated June 11, 2003 as amended by and between GCJ Enterprises Inc. d/b/a Ritz Food Store #23 and the County; and

Whereas, the County and Bennett have reached an agreement regarding modification of the lease;

Now, therefore, in consideration of the mutual promises contained herein the parties agree as follows:

1. Assignment of the lease to Bennett is approved by the County.
2. Subletting of the lease to GCJ Enterprises Inc. d/b/a Ritz Food Store #23 ("Ritz") is approved by the County. The County acknowledges that the sublease charges no rent in addition to that charged to Bennett under the lease between Bennett and the County and that the sublease is not intended to make a profit.
3. The lease is amended to provide that Bennett's sub-lessee Ritz may pay the County directly; provided that if the sub-lessee Ritz shall default in the performance of any term or condition of the lease between Bennett and the County, the County shall provide both Bennett and Ritz concurrently the written notice of default and opportunity to cure set forth in paragraph 12 of the lease between Bennett and the County.
4. The parties acknowledge and agree that (i) Ritz is borrowing funds from Bennett to purchase and install on the Premises fuel equipment and related equipment, including without limitation fuel tanks, dispensers, lines, signs, and canopy (collectively the "Fuel Equipment"; (ii) Ritz has executed and delivered to Bennett a Mortgage of the Fuel Equipment and Ritz's leasehold interest in the Premises ("Ritz Mortgage") and the County does hereby consent to the Ritz Mortgage and the recording thereof; (iii) the Fuel Equipment shall at all times, including after installation, be and remain the property of Ritz, subject, however, to ownership of the Fuel Equipment reverting to Bennett in the event of (a) termination of the Sublease after the Fuel Equipment has been installed on the Premises; and (b) Bennett's foreclosure of the Ritz Mortgage and Security Agreement, unless the Lease has expired or terminated, in which case the Fuel Equipment shall revert to and become the property of the County, subject to the County making payments for the Fuel Equipment referenced in Section 4(iv) below; (iii) Ritz shall have until the later of (a) October 1, 2010; or (b) 30 days after Bennett loans the funds referred in Section 4(i) above to Ritz to begin installation of the Fuel Equipment; (iv) in the event the County exercise its right to terminate the Lease early, the payments

LEASE # L03-0215-BCC
GCJ ENTERPRISES, INC.
d/b/a RITZ FOOD STORE #23
PROPERTY 1812 LEWIS TURNER BLVD. FWB
EXPIRES: 06/10/2015

required of the County under Section 6 of the Lease Amendment #2 will be made to Bennett; and (v) Ritz shall have the nonexclusive right to exercise any and all renewal terms provided by for the Lease.

5. The legal description for the leased premises is amended to be the legal description attached hereto as Exhibit A and made a part hereof.

6. All other terms and conditions of the lease remain in full force and effect.

Signed and Dated this 15th day of September, 2010.

Bennett Eubanks Oil Co., Inc.

Bennett T. Eubanks, III

By: Bennett T. Eubanks, III
Its: President

John H. Kent
Witness

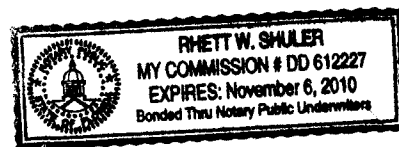
Thomas R. Cuy
Witness

STATE OF FLORIDA
COUNTY OF BAY


The above instrument was acknowledged before me on September 15th, 2010, by Bennett Eubanks Oil Co., Inc. by Bennett T. Eubanks, III its President who is ☒ personally known to me or who produced _____ as identification.

[Signature]

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires:
Commission #:



County of Okaloosa, Florida.


By: Wayne Harris
Its: Chairman

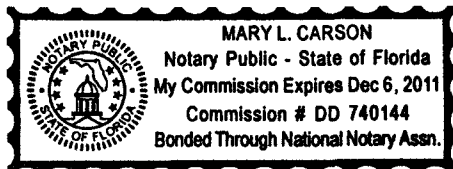


Witness Sandy J. Stafford

Teresa Ward
Witness TERESA WARD

STATE OF FLORIDA
COUNTY OF OKALOOSA

The above instrument was acknowledged before me on Sept 18, 2010,
2010, by County of Okaloosa, Florida by Wayne Harris its Chairman who is ✓
personally known to me or who produced _____ as
identification.



Mary L. Carson
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires:
Commission #:

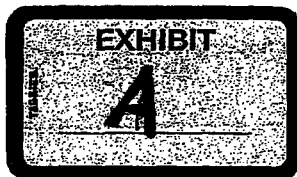
LEGAL DESCRIPTION: (BY FIELD MEASUREMENT SURVEY)

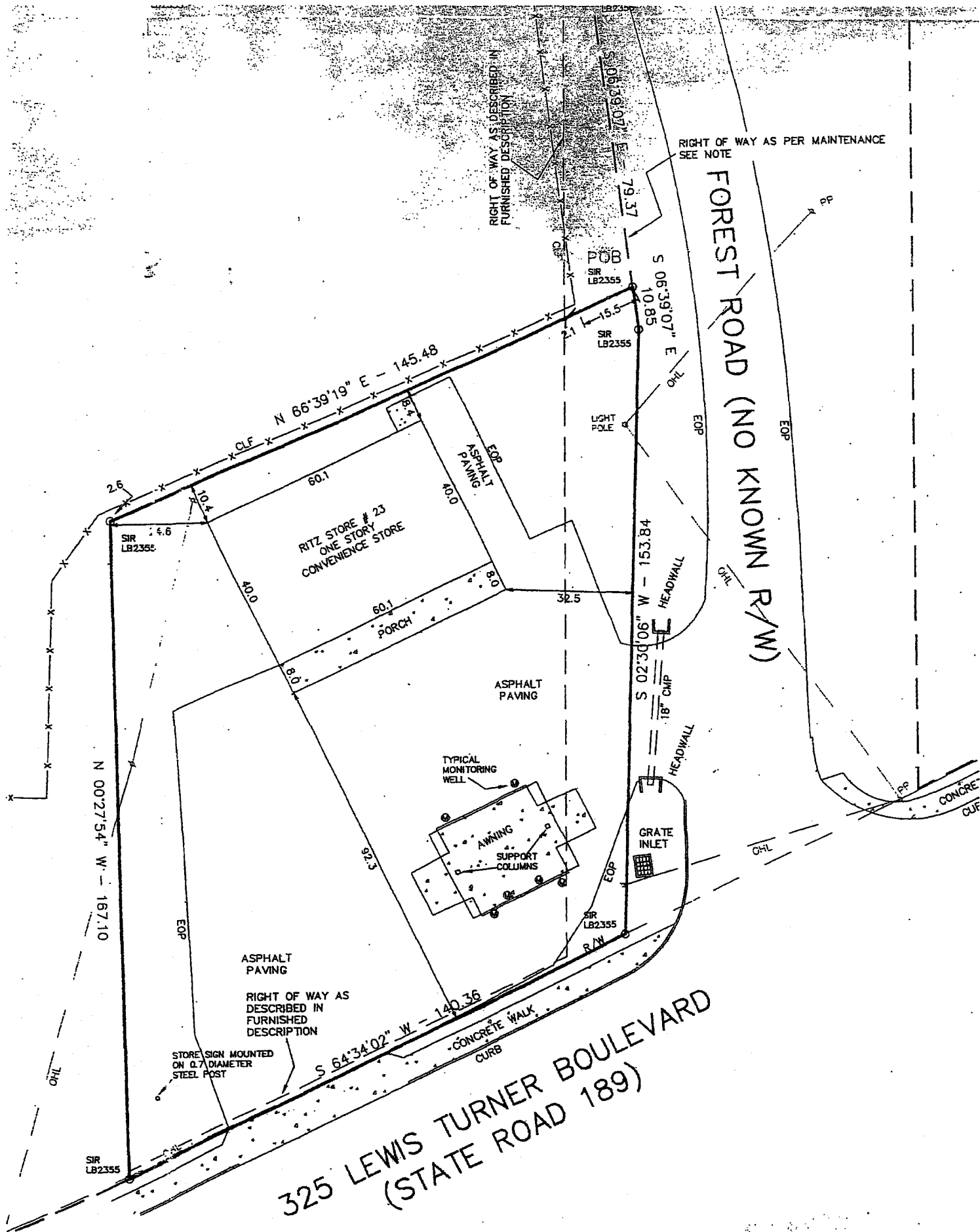
A PORTION OF THE PROPERTIES DESCRIBED IN OFFICIAL RECORDS BOOK 2184, PAGE 1927 AND OFFICIAL RECORDS BOOK 2124, PAGE 1116, OKALOOSA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF NORTH RIDGE CREEK 1ST ADDITION AS RECORDED IN PLAT BOOK 18, PAGE 14, OKALOOSA COUNTY, FLORIDA (SAID NORTHEAST CORNER BEING THE COURT DETERMINED NORTHEAST CORNER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 24 WEST AND LYING SOUTH 00°47'00" WEST A DISTANCE OF 60.00 FEET FROM THE PREVIOUS LOCATION OF THE GENERAL LAND OFFICE MONUMENT; THENCE RUN SOUTH 00°47'00" WEST, ALONG THE WEST LINE OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 24 WEST, AND ALONG THE EAST LINE OF SAID NORTH RIDGE CREEK 1ST ADDITION AND ALONG THE EAST LINE OF NORTH RIDGE CREEK 2ND ADDITION AS RECORDED IN PLAT BOOK 18, PAGE 15, FOR A DISTANCE OF 624.62 FEET TO A POINT LYING NORTH 00°47'00" EAST A DISTANCE OF 44.47 FEET FROM THE SOUTHEAST CORNER OF SAID NORTH RIDGE CREEK 2ND ADDITION; THENCE RUN SOUTH 88°31'38" EAST A DISTANCE OF 130.42 FEET; THENCE RUN SOUTH 00°47'00" WEST A DISTANCE OF 30.00 FEET TO A CONCRETE MONUMENT LYING ON THE MONUMENTED SOUTH RIGHT OF WAY LINE OF DOVE ROAD; THENCE RUN SOUTH 88°31'38" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 514.09 FEET; THENCE RUN SOUTH 06°39'07" EAST A DISTANCE OF 79.37 FEET TO AN IRON ROD LB2355 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 06°39'07" EAST A DISTANCE OF 10.85 FEET TO AN IRON ROD LB2355; THENCE RUN SOUTH 02°30'06" WEST A DISTANCE OF 153.84 FEET TO AN IRON ROD LB2355; THENCE RUN SOUTH 64°34'02" WEST, ALONG THE NORTHERLY RIGHT OF WAY OF LEWIS TURNER BOULEVARD, A DISTANCE OF 140.36 FEET TO AN IRON ROD LB2355; THENCE RUN NORTH 00°27'54" WEST A DISTANCE OF 167.10 FEET TO AN IRON ROD LB2355; THENCE RUN NORTH 66°39'19" EAST A DISTANCE OF 145.48 FEET TO THE POINT OF BEGINNING.

CONTAINS 21,591.222 SQUARE FEET OR 0.4957 ACRES.

BEARINGS ARE BASED, ON SOUTH 00°47'00" WEST ALONG THE WEST LINE OF SECTION 35.





**BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

DATE: September 7, 2010

TO: Honorable Chairman & Members of the Board

FROM: Richard Brannon, Purchasing Department

SUBJECT: Sublease Agreement of Ritz Food Store – 806 James Lee Blvd.

DISTRICT: 3

REQUESTING DEPT: Purchasing


STATEMENT OF ISSUE: Okaloosa County is currently leasing the above property to GCJ Enterprises, D/B/A Ritz Food Stores. The lease runs through June 10, 2015 and we are paid \$39,000 annually. GCT Enterprises has requested permission to sublease the contract as a guarantee to arrange funding from Bennett Enterprises for a major renovation of the building and fuel distribution system.

Once the agreement is approved and signed, the work will start within 30 days. GCT Enterprises has bid out the work and designated a contractor.

OPTIONS: Approve or Reject.


RECOMMENDATION: Staff and County Attorney have reviewed the document and recommends approval and authorizes the Chairman to sign the contract.

RECOMMENDED BY:



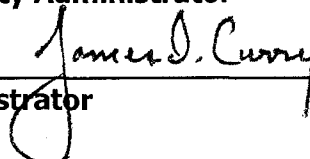
Purchasing Director

REVIEWED BY:



Assistant County Administrator

APPROVED BY:



County Administrator

LEASE #L03-0215-BCC5-55

RITZ FOOD STORE

EXPIRES: 06/11/2008

BOARD APPROVED 06/17/2008 EXTENDING LEASE MONTH BY MONTH UNTIL LEASE MODIFIED

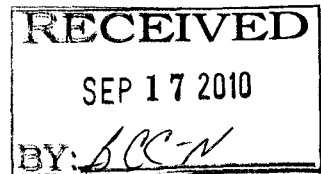
SUMMARY OF PROPOSED CHANGES TO THE EXISTING LEASE

1. Extends lease through June 10, 2015.
2. Grants four (4) five (5) year options to renew.
3. Upon completion of the remodeling or January 1, 2010, the monthly lease payment shall increase from \$2,600 to \$3,250.
4. Lessee shall install:
 - a. A new retail fueling system
 - b. New tanks, dispensers, lines and canopy
 - c. Reimage all signage
 - d. Add off road diesel to the site
 - e. Resurface parking lot
 - f. Compliant closure of the existing fueling system
5. Add the following language:

"Should Lessor exercise such right to terminate, Lessor shall pay to Lessee the actual cost or \$300,000 whichever is less of the Lessee's fuel equipment (tanks, dispensers, lines, signs, canopy and installation costs) on a 25 year straight line amortization beginning on June 10, 2010."

ESTIMATED COSTS (PARTIAL) TO RITZ FOOD STORES TO UPGRADE THE SITE

Rework Canopy	\$61,000.00
New Tanks/Lines	\$151,000.00
Dispensers	\$30,000.00
Fuel Monitor	\$21,000.00
Signage/Misc.	\$30,000.00
Old Tanks Foamed	\$11,000.00



**OKALOOSA COUNTY PURCHASING DEPARTMENT
602-C NORTH PEARL ST.
CRESTVIEW FL 32536**

850-689-5960 / 850-689-5998 (FAX)

September 17, 2010

MEMORANDUM

TO: COM. WAYNE HARRIS, CHAIRMAN
FROM: JACK ALLEN, CONTRACTS & LEASES
RE: Lease Assignment to Bennett Eubanks Oil Company, Inc. Lease # L03-0215-BCC

**PLEASE REVIEW AND SIGN 3 COPIES OF THE REFERENCED LEASE AND
THEN RETURN TO MY ATTENTION FOR DISTRIBUTION.**

IF YOU HAVE ANY QUESTIONS LET ME KNOW.

**THANKS,
JACK**



Board of County Commissioners Purchasing Department

State of Florida

June 23, 2008

Ritz Food Stores
Attn: Richard Twitty
928 North Ferdon Blvd
P.O. Box 39
Crestview, FL 32536

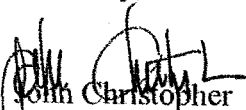
Subject: Property Lease James Lee Blvd, Lease #L03-0215-BCC5-55

Mr. Twitty:

The Okaloosa County Board of County Commissioners at their 6/17/2008 meeting agreed to extend subject lease on a month to month basis until your permitting has been completed. This letter is to be considered Amendment #1 to the subject lease.

If there are any questions, please call me at (850) 689-5960. No additional response required.

Sincerely,



John Christopher
Contracts and Lease Coordinator

Copy to: Brenda Bailey, COC Contracts & Grants
R. Brannon, Purchasing Director
File #L215

LEASE AMENDMENT #2
LEASE #: L03-0215-BCC5-55
RITZ FOOD STORES

This lease entered into on June 11, 2003 by and between Okaloosa County BCC (Lessor) and Ritz Food Stores (lessee).

Agreement entered into by both parties, hereinafter called the Original Lease for the property located at 1812 Lewis Turner Blvd., Fort Walton Beach, FL, formerly known as the "Old E-Z Serve Site."

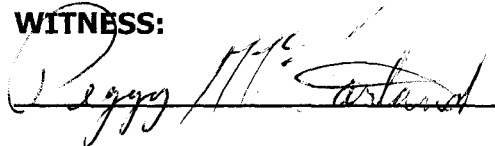
Now, for and in consideration of mutual benefits to flow from each to the other, the parties hereto agree that the above described Lease is to be amended as follows:


1. Lease extended through June 10, 2015.
2. Grant four (4) five (5)-year renewal options.
3. Upon completion of the remodeling or January 1, 2010, the monthly lease payment shall increase from \$2,600 to \$3,250.
4. Lessee shall install a new fueling system, install new tanks, dispensers, lines and canopy, re-image all signage (replacing the "Mr. Cheap Butts" with Ritz Food Stores Logos), add off road diesel to the site, and resurface the parking lot.
5. Compliant closure of the existing fueling system.
6. The following language is added: "Should the Lessor exercise such right to terminate, Lessor shall pay to Lessee the actual cost or \$300,000 whichever is less of the Lessee's fuel equipment (tanks, dispensers, lines, sign, canopy and installation costs) on a 25 year straight line amortization beginning on June 10, 2010."
7. Installation to begin on or before December 31, 2009.

EXCEPT as hereby modified, amended or changed, all other terms of the Lease dated June 11, 2003 shall remain in full force and effect.

IN WITNESS WHEREOF, the Chairman of the Board of County Commissioners, by authority vest in him, has hereunto subscribed his name on behalf of the County of Okaloosa, Florida, the Owner, and said Lessee RICHARD TWITTY has hereto fixed his signature, the day and year above written.

WITNESS:



RITZ FOOD STORES
CONTRACTOR

BY RICHARD TWITTY
PRESIDENT
TITLE

L03-0215-BCC12-55
LESSEE: RITZ FOOD STORES
PROPERTY 806 W. JAMES LEE BLVD, FWB
EXPIRES: 6/10/2015

STATE OF FLORIDA
COUNTY OF OKALOOSA

This lease amendment is accepted this 31ST day of JULY 2008 and is effective on the
31ST day of JULY 2008.

ATTEST:

for *Jessie Ward*
Gary Stanford
Deputy Clerk of Courts



COUNTY OF OKALOOSA, FLORIDA

BY

James Campbell
James Campbell
Chairman



**BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

DATE: July 15, 2008

TO: Honorable Chairman & Members of the Board

FROM: Richard Brannon, Purchasing Department

SUBJECT: Ritz Food Store Lease

DISTRICT: 3

REQUESTING DEPT: Purchasing

STATEMENT OF ISSUE: Staff requests permission to amend the current lease between the County and Ritz Food Stores.

BACKGROUND: The lease between Ritz Food Stores and the County expired on June 10, 2008. On June 17, 2008 the Board approved extending the lease on a month-to-month basis until an agreement could be negotiated to modify the lease. Staff has completed negotiations with the proposed changes attached.

OPTIONS: Approve or Reject.

RECOMMENDATION: Staff recommends approving the amendment to the lease and extend the lease for five (5) years with four (4) one-year options.

RECOMMENDED BY:



Purchasing Director

REVIEWED BY:



Assistant County Administrator

APPROVED BY:

County Administrator

L03-0215-BCC5-55
LESSEE: RITZ FOOD STORES
PROPERTY 806 W JAMES LEE BLVD, FWB
EXPIRES: 6/11/2008

Location No. 4325

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 11TH day of JUNE, 2003, by and between OKALOOSA COUNTY, FLORIDA a political subdivision of the State of Florida (hereinafter referred to as "Lessor") and Ritz Food Stores, 806 James Lee Blvd., West, Crestview, FL 32536 (hereinafter referred to as "Lessee").

WITNESSETH:

Lessor does hereby lease, let, demise and rent unto Lessee, and Lessee does hereby lease, let, demise and rent from Lessor, on the terms and conditions hereinafter set forth, certain real property described as:

SEE EXHIBIT "A", ATTACHED HERETO (LEGAL DESCRIPTION)

The foregoing may be referred to as the "Premises", "Leased Premises" or "Demised Premises".

THE TERMS AND CONDITIONS of this lease are as follows:

1. **Term.** The primary term of this Lease shall be for a period of 5 year(s), beginning on the 11TH day of JUNE 2003, through and including the 10TH day of JUNE 2008, subject to the provisions of Paragraph 17, below.
2. **Rent.** The Lessee agrees to pay to Lessor as rent for the Premises, the sum of **Two Thousand Six Hundred DOLLARS (\$2,600)** per month on or before the first (1st) day of each month. Payment of monthly rental shall be made to the Lessor or to such agent as he may from time to time designate in writing.
3. **Improvements.** Lessee shall, at its own cost and expense, install fixtures and equipment and otherwise conduct such construction to the Premises as may be consistent with Lessee's operation of a convenience food store. After the initial construction, Lessee shall have the further right to renovate and make improvements on the Premises at its sole expense. Lessee shall also have the right to install identification and advertising signs on the exterior of the Premises, provided said signs are in compliance with all laws and ordinances governing same.
4. **Liability Insurance.** Lessee covenants and agrees that it will at all times during the term of this Lease or any extension thereof at its own expense maintain and keep in force comprehensive general liability insurance against claims for bodily injury, death or property damage occurring on the leased property to afford protection to the limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) combined single limit (CSL) for any or all injuries and/or property damage as the result of one accident or death of a single person, and to the limit of not less than One Million and 00/100 Dollars (\$1,000,000.00). The liability insurance policy required of Lessee shall name Lessor as an additional insured. A copy of the certificate of coverage shall be delivered to Lessor for safekeeping. Lessee agrees to obtain a written obligation from the insurer to notify Lessor in writing at least thirty (30) days prior to cancellation

kept in force during the entire term of this Lease and any extension thereof, Lessor may procure the necessary insurance, pay the premium therefore, and that such premium shall be repaid to the Lessor as additional rent installment within thirty (30) days following the date of which such premiums are paid.

5. **Fire Insurance.** The Lessee at its sole cost and expense shall obtain commercial property insurance covering the building, fixtures, equipment, Lessee improvements and betterments. The amount insured shall equal the full replacement cost of the building insured. Lessor shall be included as an additional insured and loss payee under the commercial property insurance. However, Lessee shall have the use of all insurance proceeds for the purpose of repairing or rebuilding the Premises as described in Paragraph 9. Lessee and Lessor and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by property insurance on the leased property, or covered by insurance in connection with property on or activities conducted on the leased property, regardless of the cause of the damage or loss.

The property insurance policy required of Lessee shall name the Lessor and Mortgagee (if any) of the Lessor as the insured as their interests may appear. All insurance to be maintained pursuant to this Paragraph shall be effected by valid and enforceable policies issued by insurers of recognized responsibility, licensed to do business in the State of Florida. Lessee agrees to obtain a written obligation from the insurer to notify Lessor in writing at least thirty (30) days prior to cancellation or material change in any such policies. If Lessee fails to procure the property insurance as provided herein, the Lessor may procure and/or pay for the same and the Lessee shall reimburse Lessor within thirty (30) days following the date on which the premiums are paid.

6. **Taxes and Assessments.** Lessor covenants and agrees to pay on or before the due date thereof all real estate property taxes and special assessments which may be levied against the Premises during the Term of this Lease or any renewal thereof. Lessee agrees to pay on or before the due date thereof personal property taxes and sales tax associated with the lease rental described in Article 2 above.

7. **Utility Charges.** The Lessee shall pay all charges for water, gas, electricity, and any other utilities consumed by the Lessee.

8. **Maintenance and Repairs.** The Lessee covenants and agrees, at its sole cost and expense, to maintain, keep in good repair, and replace if necessary, irrespective of whether the same shall be property of Lessee or Lessor, the exterior and interior of the Leased Premises, including without limitation, exterior and interior walls, roof, plate glass, doors, electrical wiring and fixtures, plumbing, air conditioning and heating systems, and the paved parking area.

9. **Damage or Destruction of Premises.** In case the building upon the Premises is damaged by fire or other casualty to such an extent that use of the property by Lessee is impaired to the extent that Lessee may not conduct its business operation on the Premises, the Lessee shall, within one hundred eighty (180) days from the date of said damage or destruction, repair or replace the building. Any repairs or replacement of the building shall require prior approval of the Lessor prior to commencing such repairs or replacement which consent shall not be unreasonably or untimely withheld.

In the event of damage or destruction occurring within the last twelve (12) months of the initial Lease term or any extension thereof, Lessee may elect not to repair or restore the leased property and in such event, the Lessee shall notify the Lessor in writing of said election, and this Lease shall terminate as of the date of said written notice.

In the event of termination of this Lease Agreement because of such a casualty, one hundred percent (100%) of such insurance proceeds shall be paid to and shall be the sole property of Lessor; provided, however, the Lessee shall be entitled to all insurance proceeds, if any, arising out of policies procured by Lessee for loss of its personality, inventory, trade fixtures, and equipment installed or maintained on the leased premises by Lessee.

10. **Alterations, Equipment and Fixtures.** Lessee shall have the right to make changes or alterations to the improvements on the leased property. Lessee further shall have the unconditional right to install upon the premises such equipment, furnishings, fixtures, and signs (both exterior and interior) at the sole cost and expense of the Lessee and same shall be and remain the property of Lessee, and Lessee or its assignees shall have the right to remove same from the Premises at any time during the term or within ninety (90) days next following the date of termination of this Lease, provided that the Lessee at its sole cost and expense shall repair or reimburse the Lessor for the cost of repairing any and all damage to the Premises resulting from the removal of such equipment, furnishings, fixtures, and signs.

11. **Right of Entry.** The Lessor or its agents shall have access to the leased property at reasonable hours for inspection and to make any repairs or replacements required of it to be made.

12. **Lessor's Right of Re-Entry.** If the Lessee shall default in the payment of rent or any part thereof for more than ten (10) days after receipt of written notice from Lessor of such default, or if Lessee shall default in the performance of any other covenant, agreement, condition, rule or regulation herein contained for more than thirty (30) days after receipt of written notice from Lessor of such default, Lessor may declare this Lease null and void, and the Lessor shall have the right to re-enter or repossess the leased property, either by force, summary proceedings, surrender, or otherwise, and dispossess and remove therefrom the Lessee, or other occupants thereof, and their effects, without being liable to any prosecution therefore. In such case, the Lessor may, at its option, relet the leased property or any part thereof, as the agent of the Lessee, and the Lessee shall pay the Lessor the difference between the rent hereby reserved and agreed to be paid by the Lessee for the portion of the term remaining at the time of re-entry or repossession and the amount received or to be received under such reletting for such portion of the term together with expenses and attorneys' fees incurred by Lessor in taking such action. Anything herein contained to the contrary notwithstanding, if any default shall occur, other than in the payment of money, which cannot with due diligence be cured within a period of thirty (30) days and after giving such notice by Lessor as aforesaid, commences to eliminate the cause of such default and proceeds diligently to take all steps required to cure said default and does so cure the default, then the Lessor shall not have the right to terminate this Lease by reason of such default.

13. **Condemnation.** If the whole of the leased property, or such portion thereof as will, in Lessee's opinion, substantially impair the use of the property for the purposes herein stated, is condemned for any public use or purpose by any legally constituted authority, or access to the property is substantially and permanently impaired, then Lessee may terminate this Lease by giving written notice to Lessor thereof within thirty (30) days after possession is taken by such public authority, whereupon rental shall be accounted for between the Lessee and the Lessor as of the date of the surrender of possession. Such termination shall be without prejudice to the rights of either the Lessee or the Lessor to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither the Lessee nor the Lessor shall have any rights in or to any award made to the other by the condemning authority.

14. **Holding Over.** Any holding over after the expiration of the term hereof, or any extension thereof, with the consent of the Lessor shall be construed to create a tenancy from

month to month at the rent herein reserved, and such tenancy shall otherwise be subject to the terms and conditions set forth in this Lease.

15. **Lessor Default.** If the Lessor defaults in the observance or performance of any term or covenant required to be performed by it under this Lease, the Lessee after not less than thirty (30) days notice to the Lessor may, but shall not be obligated to, remedy such default, provided that the Lessee shall have the right to remedy such default without notice in the event of an emergency. All sums expended or obligations reasonably incurred by the Lessee in connection therewith, including expenses and attorney's fees, shall be paid by the Lessor to the Lessee upon demand, and if the Lessor fails to reimburse the Lessee, the Lessee may, in addition to any other right or remedy that Lessee may have, deduct such amount from subsequent payments of rent due to the Lessor.

16. **Surrender of Premises.** At the expiration of the term of this Lease, or any extension thereof, Lessee will quit and surrender the leased property to Lessor in as good a state and condition as received, reasonable wear and tear and damage by fire, the elements, or from causes beyond the Lessee's control excepted.

17. **Option to Extend.**

(a) At the expiration of the initial term, if this Lease shall be in full force and effect and the Lessee shall have fully performed all of its terms and conditions, the Lessee shall have the option to extend this Lease, upon the same terms and conditions, excluding the provision for rent, for a first extended term of one (1) year from the date of expiration of the initial term. If this Lease shall have been so extended, then at the expiration of such first extended term, if this Lease as so extended shall then be in full force and effect and the Lessee shall have fully performed all of its terms and conditions, the Lessee shall have the option to extend this Lease, upon the same terms and conditions, excluding the provision of rent, for a second extended term of one (1) year from the date of expiration of the first extended term. The option for such extended terms may be exercised by the Lessee by giving written notice thereof to the Lessor not less than ninety (90) days prior to the expiration of the current term. Beyond the second extended term, the Lessor may negotiate lease amounts and renew the lease for additional annual periods.

(b) Monthly during each option period shall be paid in the amount set forth below:

<u>Option</u>	<u>Term Dates</u>	<u>Monthly Rental</u>
1	<u>2008 - 2009</u>	<u>\$2,600.00</u>
2	<u>2009 - 2010</u>	<u>\$2,600.00</u>

18. **Notices.**

(a) Any notice under this Lease which is to be sent to the Lessee shall be in writing and shall be deemed to be properly given only if delivered personally to an officer of the Lessee or mailed by registered mail in a postpaid envelope to the Lessee at the following address:

Company Name	<u>Ritz Food Stores</u>
Address	<u>806 James Lee Blvd., W., Crestview, FL 32536</u>
Phone No.	<u>860-682-8337</u>
FAX No.	<u>850-689-2902</u>
Contact Person	<u>Richard Twitty, President</u>

or at any other address contained in a written notice of change of address given by Lessee to Lessor.

Reference shall be made in any such notice to the location and mailing address of the property leased hereunder.

(b) Any notice under this Lease which is to be sent to the Lessor shall be in writing and shall be deemed to be properly given only if delivered personally to an officer of the Lessor or mailed by registered mail in a postpaid envelope to the Lessor at the following address:

Okaloosa County Purchasing Department
Contracts and Lease Coordinator
602-C North Pearl Street
Crestview, FL 32536

or at any other address contained in a written notice of change of such address given by Lessor to Lessee.

19. **Assignment and Sublease.** The Lessee may assign this Lease or sublet any or all portions of the leased property for the remainder of the term or any extension thereof with the prior written approval of the Lessor, which approval shall not be unreasonably withheld.

20. **Binding Effect.** This Lease shall be binding upon and shall inure to the benefit of and be enforceable by the respective heirs, personal representatives, successors and assigns of the parties hereto. This Lease may be executed in any number of counterparts; each of which shall be construed and interpreted under the laws of the state in which the demised premises is located.

21. **Indemnification.** Lessee will defend and indemnify the Lessor against all liabilities or damages, which may be imposed upon, incurred by, or asserted against the Lessor by reason of any of the following occurring during the term of this Lease:

(a) Any use or conditions of the leased property relating to Lessee's negligence in the occupancy thereof.

(b) Any personal injury or property damage occurring on the leased property.

(c) Any failure on the part of the Lessee to perform or comply with any covenant required to be performed or complied with by the Lessee hereunder.

Nothing contained herein shall be deemed to relieve Lessor from its acts or negligence or those of its agents, servants, or employees, or to make Lessee responsible therefore.

So long as Lessee's and Lessor's insurance policies may make provision for waiver of subrogation, which each party agrees to use its best efforts to obtain, Lessee and Lessor hereby release each other from any and all liability or responsibility to the other or anyone claiming through or under them, by way of subrogation or otherwise, for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

If any action or proceeding is brought against the Lessee and Lessor is made a party to any such action by reason of any such occurrences, the Lessee, upon written notice from the

Lessor, will at the Lessee's expense resist or defend such action or proceeding. The Lessee's liability hereunder shall be reduced by the net proceeds collected from any insurance policies purchased by the Lessor or Lessee to cover such losses.

22. **Environmental.** Lessee understands that the storage and retail sale of motor vehicle fuel is strictly regulated by law. Lessee further understands the environmental responsibilities associated therewith. Lessee will conduct its business on the Demised Premises at all times and in all material respects in compliance with environmental laws and regulations. **The Lessee at its sole cost and expense shall purchase pollution liability to cover the cost of remedial expenses and third party liability claims.** In the event of a release of motor vehicle fuel into the environment, Lessee will remediate same as may be required by, and in accordance with all applicable laws and regulations. Any such remediation will be conducted in a professional manner, and in a manner, which will not unreasonably interfere with other operations or business being conducted on the property. Upon completion of such remediation, the property affected by construction of the remediation apparatus will be restored to its condition prior to commencement of the remediation. Additionally, upon the expiration of this Lease, Lessee agrees to remove the gasoline installation from the property at Lessee's expense. Said removal shall include the gasoline dispensers, underground storage tanks, canopy and related piping as required.

In event remediation of the Premises is required, Lessee agrees to continue such remediation of the Premises, even after the termination of this Lease. In that connection, Lessor grants to Lessee, its employees, agents and licensee, access to the Premises for the purpose of conducting such testing, investigation, monitoring and remediation activities as are required hereunder, including, without limitation, the installation of monitoring wells and other equipment and devices onto, in and around the premises; the removal and temporary storage, in accordance with applicable state laws and regulations, soils, ground water and service water, from, on or on the Premises, and ingress and egress by persons and vehicles in, across and around the Premise. Lessor shall not unreasonably interfere with and shall not obstruct or prevent Lessee's performance of such activities. Lessee, its employees, agents and licensees shall provide Lessor (if after the term of this Lease) twenty-four (24) hour advance notice before commencing any work on the Premises that may be disruptive to Lessor. Lessee will be entitled to reimbursement of remediation expense incurred by it as may be available to it from Governmental Trust Funds established for such reimbursement. Lessor will cooperate with Lessee in obtaining such reimbursement and, if Lessor shall continue the business of storing and selling motor vehicle fuel at the Premises, Lessor will not take any action, which would cause disqualification of the premises from participation in the applicable Trust Fund Reimbursement Program.

Lessor shall not permit the release of motor vehicle fuel during Lessee's remediation activities.

23. **Non-Waiver Provisions and Remedies.** No remedy herein or otherwise conferred upon or reserved to Lessee or Lessor shall be considered exclusive of any other remedy, but the same shall be distinct, separate and cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute; and every power and remedy given by this Lease to Lessee or Lessor may be exercised from time to time as often as occasion may arise, or as may be deemed expedient. No delay or omission of Lessee or Lessor to exercise any right or power arising from any default on the part of the other shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquiescence thereto. The waiver of any breach by Lessee or Lessor of one term, covenant, or condition of this Lease is not a waiver or breach of others, nor a subsequent breach of the one waived. Neither Lessee's payment nor Lessor's acceptance of

rent installments after breach is a waiver of the breach, except of breach of the covenant to pay the rent installment or installments accepted.

24. **Use of Premises.** The leased property shall be used by the Lessee for such purposes and in such manner as shall not violate any zoning ordinances or other regulations of any governmental unit or subdivision. The Lessee will keep the leased premises in a neat and presentable condition and will not cause, allow or create upon the leased property any condition which may constitute a nuisance or danger to the general public. Having complied with the terms and conditions outlined in this Lease, Lessee shall have peaceful possession of the Premises without interference from the Lessor.

25. **Severability.** If any provision of the Lease or any application thereof shall be invalid or unenforceable, the remainder of the Lease and any other application of such provision shall not be affected thereby. Any approval or consent of Lessee or Lessor hereunder shall not be unreasonably withheld.

26. **Modification by Writing.** This Lease may be changed, waived, discharged or terminated only by an instrument in writing signed by each party hereto.

IN WITNESS WHEREOF, the Lessor has signed this instrument and the Lessee has caused this instrument to be signed in its corporate name by its President or Vice President, all by the authority of its Board of Directors, this Lease being executed in duplicate originals, one being retained by the Lessee and one being retained by the Lessor.

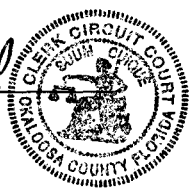
ATTEST:
NEWMAN C. BRACKIN
CLERK OF CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA
LESSOR

By: Henry J. Stafford
Deputy Clerk

By: Paula Riggs
Paula Riggs, Chairman

Executed: 6/1/03



ATTEST:

Peggy McFarland

RITZ FOOD STORES
By: Richard Twitty
Name: Richard Twitty
Title: Pres.

PROPOSAL WORKSHEET

DATE SUBMITTED: May 13, 2003

NUMBER OF YEARS YOU REQUEST LEASE TO INCLUDE

5 # OF YEARS

DOLLAR AMOUNT PROPOSED PER MONTH

\$ 2,600.00

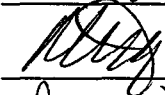
Company Name GCS Enterprises, Inc. d/b/a Ritz Food Store

Address 806 HWY 90 W. Box 39
Constitution, FL 32536

Phone No. 850-682-8337

FAX No. 850-689-2902

SSN/Fed ID # 59-3097202

Signature 

Title Richard Twitty, Pres.

INVENTORY LIST (E-Z SERV)
1812 LEWIS TURNER BLVD., FT. WALTON BEACH, FL 32547

OFFICE AREA

- 1 In ground floor safe
- 1 Safe
- 1 Double stainless steel sink

FRONT COUNTER

- 1 Cash Register (Samsung)
- 1 Computer Desk
- 3 Cigarette display cabinets
- 1 Calculator (Sharp)
- 2 Credit Card readers (Verifone)
- 1 Security monitor & 2 cameras
- 1 Lockbox for video recorder
- 1 Okidata Okipage 6e printer
- 1 Brother HL-960 printer
- 1 Computer system "Premio" (Surge protector, CPU, monitor, keyboard)
- 1 Cash vendor machine
- 1 Travel Express Money Grant

SERVICE AREA

- 1 Double stainless steel sink
- 1 Wooden ladder
- 6 Beverage pumps
- 3 Pressure gauges
- 3 Fire extinguishers
- 1 8-door drink cooler
- 1 ATM

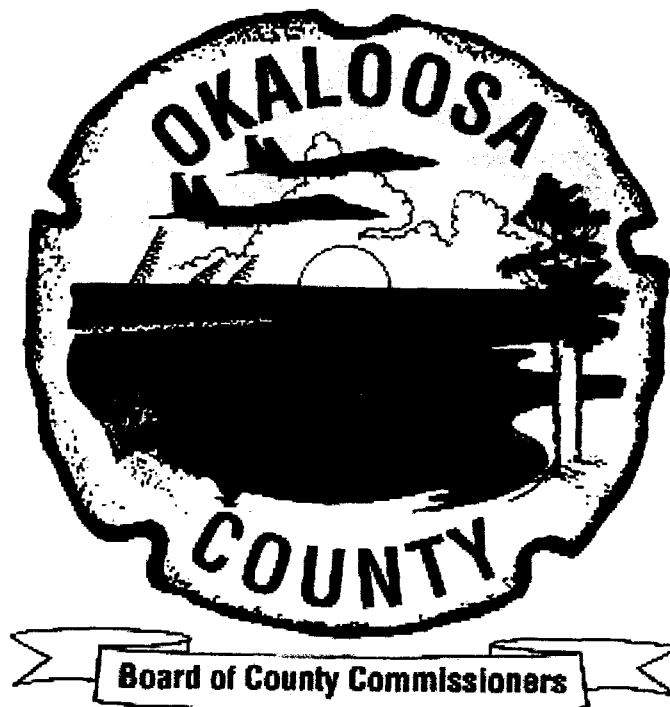
FOOD COURT AREA

- 1 Soda fountain dispenser
- 2 Soda cup dispensers
- 1 Bunn cappuccino machine
- 1 Bunn coffee maker
- 1 Bunn coffee grinder
- 1 Curtis coffee maker
- 1 Hatco Glo-ray warmer
- 1 J. J. Connolly hotdog roller/cooker
- 1 Nacho/chili dispenser
- 1 Island counter

FLOOR AREA

- 1 Ice cream cooler
- 3 Rows of metal shelving
- 1 Metal cabinet/closet
- 2 2 dr. file cabinets
- 2 Shopping carts
- Several misc. display shelves/racks

**REQUEST FOR PROPOSALS TO LEASE PROPERTY
LOCATED AT 1812 LEWIS TURNER BLVD.,
FT WALTON BEACH, FL (OLD E-Z SERVE SITE)**



PROPOSAL NO. BCC 72-03

PROPOSAL DUE: MAY 16, 2003 @ 4:00 P.M.

**REQUEST FOR PROPOSAL/QUALIFICATIONS
TO LEASE COUNTY OWNED PROPERTY**

The Okaloosa County Board of County Commissioners requests proposals from qualified firms to enter into a lease agreement for property located at 1812 Lewis Turner Blvd., Ft Walton Beach, FL 32547.

Guidelines detailing form and content requirements for the statement of qualification/proposal are available by contacting Richard Brannon, Purchasing Director, 602-C North Pearl Street, Crestview, FL 32536, (850) 689-5960, or they may be downloaded from our website at www.co.okaloosa.fl.us (County Dept., Purchasing, Competitive Solicitation Information (lower left-hand corner) and then Current (that will link you to the Florida Panhandle Purchasing Group website where our bid specifications will now be posted).

Proposals must be delivered to the Okaloosa County Purchasing Department at the address below no later than 4:00 p.m., Friday, May 16, 2003, in order to be considered.

All proposals must be in sealed envelopes reflecting on the outside thereof "Proposal to Lease Property Located at 1812 Lewis Turner Blvd."

All proposals should be addressed as follows:

Okaloosa County Purchasing Department
Richard Brannon
602-C North Pearl Street
Crestview, FL 32536

A handwritten signature in black ink, appearing to read 'Richard Brannon', with a horizontal line underneath it.

Richard Brannon
Purchasing Director

**Guidelines for Submitting Lease Proposals for
1812 Lewis Turner Blvd., Ft Walton Beach, FL 32547**

Okaloosa County wishes to enter into a lease agreement with a firm/individual for the use of a County owned convenience store site located at 1812 Lewis Turner Blvd., Ft Walton Beach, FL 32547. This site was most recently leased to E-Z Serve Convenience Stores Inc and is currently vacant.

This site contains two (2) 9000-gallon fuel tanks (one leaded, one unleaded) that have been approved for use through the year 2009.

Proposals **MUST** include:

- 1) Letter of interest including information on your firm/individual's office that will be the lead contact for this lease.
- 2) Brief Business Credentials
- 3) Five (5) references representative of related past experience (use attached form).

List five (5) references representative of related past experience to include, as a minimum, a contact person, company name, phone number and a brief description of the project.

- 4) Completed "Proposal Worksheet" (attached).

NOTE: A copy of the proposed lease agreement is enclosed. All potential lessees should review and become familiar with all requirements. Failure to do so will be grounds to consider your proposal as non-responsive. Also, an inventory of the facility will be made with the successful proposer.

- 5) Conflict of Interest Disclosure Form

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies.

Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

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

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

6) Identical Tie Proposals

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality and service are received by the County for the procurement 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 (see attached certification form).

Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program.

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

7) Indemnification and Hold Harmless

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

Proposal Opening shall be public on the date and time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are not acceptable. **NOTE:** Crestview is **"not a next day guaranteed delivery location"** by delivery services.

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

Evaluation / Selection Of Proposals

A Selection Review Committee will evaluate all proposals received and:

1. Prepare an alphabetical listing of those proposers determined to be interested and available. Evaluate the proposals meeting minimum submission criteria based upon qualifications and conduct discussions with those firms deemed to be the most highly qualified to provide the services required. Selection as best qualified will be based on the following considerations:
 - a. Responsiveness of the proposal clearly stating an understanding of lease requirements.
 - b. Firm's reputation and competence.
 - c. Financial responsibility.
 - d. Previous experience with Okaloosa County.

- e. Experience with programs similar in size and scope to those herein proposed.
 - f. Geographic location of the firm.
 - g. Women and minority participation.
2. Negotiations between the County and the priority vendors (the vendors ranked highest on the Board approved short list) that will proceed as follows:
 - a. Negotiations will be held with the first vendor on the priority list.
 - b. If no tentative agreement can be reached with the first vendor, then negotiations will commence with the second vendor on the short list.
 - c. If no tentative agreement can be reached with the second vendor, then negotiations will commence with the third vendor.
 - d. If no tentative agreement is reached with the third vendor, then the committee shall return to the Board to report such and recommend that a new short list be established from among the other proposals submitted. If for any reason said procedure is not feasible, the committee shall seek direction from the Board as to how to proceed further.
 3. Presentation of the tentative lease by the selection committee to the Board for approval. The Executive Summary shall inform the Board as to the terms, conditions and costs associated with the lease.
 4. Upon approval of the lease by the Board, execution of a formal written agreement prior to commencement of the work associated with the lease.

Proposal Opening

Proposal Opening shall be public on the date and time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place. Offers by telegram, facsimile or telephone are **NOT** acceptable.

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

Public Entity Crime Information: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.

The engagement of certain professional services, including those required by this Request for Proposals, is exempt from the provisions of the Administrative Procedure Act, Chapter 120,

Florida Statutes, as amended, and therefore are not to be subject to the appeal process therein described at any time during the solicitation period.

Right to Waive and Reject:

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

Disqualification of Proposers:

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

- a. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- b. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
- c. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
- d. Uncompleted work that in the judgement of the County might hinder or prevent the prompt completion of additional work if awarded.
- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.

- f. Default under previous contract.
- g. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.

Discrimination:

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

Regulations and Ordinances:

The proposer is required to be familiar with all Federal, state and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance on the part of the proposer shall in no way relieve proposer from responsibility.

Disadvantaged Business Enterprises:

Okaloosa County has adopted policies that assure and encourage full participation of DBE's in the provision of goods and services. In addition, Federal participation in projects requires certain participation goals to which the County expects its consultants to adhere.

Prohibition Against Contingent Fees:

Florida Statute 287.6.a. requires the following statement, duly signed and notarized, be included in each submittal:

"The respondent warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the respondent, any fee, commission or percentage, gift or other consideration contingent upon or resulting from award or making of this agreement."

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE:

5-13-03

SIGNATURE:



COMPANY:

GCT Enterprises, Inc. d/b/a Ritz Pool Stores

NAME:

Richard Twitty

(Typed or Printed)

ADDRESS:

806 Hwy 90 W

Po Box 39

Crestview, FL 32536

TITLE:

President

E-MAIL:

rtwitty@aol.com

PHONE NO.:

850-682-8337

EXHIBIT "A"

COMMENCE AT THE NW CORNER SECTION 35, T1S, R24W, OKALOOSA COUNTY, FLORIDA; THENCE PROCEED S 0 DEGREES 47'00" W ALONG THE W LINE OF SECTION 35, A DISTANCE OF 743.95' TO A LIGHT WOOD RUB MARKING THE NW CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE S 88 DEGREES 33'00" E, 130'; THENCE S 0 DEGREES 47'00" W 30'; THENCE S 88 DEGREES 33'00" E 265.2' FOR THE POINT BEGINNING; THENCE S 0 DEGREES 47'00" W PARALLEL TO THE W LINE OF SAID SECTION 370.0', MORE OR LESS, TO A POINT IN THE NORTHERLY RIGHT OF WAY LINE OF FLORIDA STATE ROAD NO. 189 (LEWIS TURNER BOULEVARD); THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE 269.15' TO THE INTERSECTION OF SAID NORTHERLY LINE OF SAID STATE ROAD NO. 189 WITH THE WESTERLY RIGHT OF WAY OF A ROAD KNOWN AS FOREST ROAD; THENCE N 0 DEGREES 60' E ALONG SAID ROAD FOR A DISTANCE OF 248.9'; THENCE N 88 DEGREES 33' W 241.86', MORE OR LESS, TO THE POINT OF BEGINNING. BEING A PARCEL AT THE NORTHWEST CORNER OF LEWIS TURNER BOULEVARD AND FOREST ROAD IN FORT WALTON BEACH, FLORIDA .