COMMUNITY MARITIME PARK ASSOCIATES, INC.

VINCE J. WHIBBS SR. COMMUNITY
MaritimePark™
PENSACOLA, FL

REQUEST FOR PROPOSALS
PROPERTY & FACILITIES MANAGER FOR THE COMMUNITY MARITIME PARK PROJECT

October 27, 2011

COMMUNITY MARITIME PARK ASSOCIATES, INC
REQUEST FOR PROPOSALS

Property and Facilities Manager for the Community Maritime Park Project
Request for Proposal No. 2011 – 02

Pursuant to the applicable provisions of the Florida Statutes and the Ordinances, Policies and Procedures of the City of Pensacola, Florida, Community Maritime Park Associates, Inc. (CMPA), through its Board of Trustees (the "Board") hereby formally requests proposals from interested parties for Property and Facilities Manager for the Public Improvements of the Vince Whibbs, Sr. Community Maritime Park. CMPA is requesting sealed Request for Proposals (RFP) through **Friday, December 2, 2011**. Submissions must be received no later than 3:30 p.m., CST on this date.

This RFP seeks to solicit from each respondent their vision, concepts and implementation plans to provide quality entertainment and management for the Community Maritime Park, including management, day-to-day operations, maintenance, marketing/promotion, budgeting, scheduling and talent procurement for the Public Improvements that collectively will comprise the Community Maritime Park (the "Project" or the "Park"), the Multi-Use Stadium, Amphitheatre, Plazas, Parks, Day Marina, Parking and other public spaces. **Respondents may submit for one, multiple or all aspects contained herein.**

Immediately following the deadline for receipt of proposals, the proposals received will be opened and publicly acknowledged. A complete Proposal submission package consisting of one (1) original with signature and twenty (20) additional copies, and one (1) Portable Document File (PDF) electronic copy of the proposal on compact disc (CD) should be submitted to:

Community Maritime Park Associates, Inc.
c/o Edward E. Spears
City of Pensacola
5th Floor, City Hall
222 West Main Street
Pensacola, FL 32521-0062
(850)436-5655 or fax (850)595-1143
E-mail: espears@ci.pensacola.fl.us

The information may also be hand delivered to CMPA, c/o City of Pensacola, City Hall (5th floor), 222 West Main Street, Pensacola, Florida. Statements received after the closing time will be returned unopened. Proposals must clearly be marked "Proposal for Community Maritime Park Property & Facilities Manager".

CMPA reserves the right to accept or reject any proposal, to waive any proposal informalities, to split the award among multiple respondents, combine the award with a single proposer and/or to reject all responses and re-advertise for proposals when deemed in the best interest of CMPA

COMMUNITY MARITIME PARK ASSOCIATES, INC

J. Collier Merrill, Chairman

SECTION A: BACKGROUND AND PURPOSE

Community Maritime Park Associates (CMPA) is a Florida Non-Profit Corporation formed to carry out the development of the Community Maritime Park Project, including all public and private development on approximately 32 acres of formerly industrial, vacant, and municipally-owned property located on Pensacola Bay. The CMPA is seeking to contract with a qualified and experienced professional full-service firm(s) for the management, operation and maintenance of the public components of the project. CMPA expects to identify one or more firms to: (a) provide the most efficient and effective facilities management, operations and maintenance; (b) assure continual activities on the property (whether paid attendance or free to the public) for the enjoyment of the Greater Pensacola community; and (c) provide the services in the most cost effective manner to the CMPA. The successful respondent(s) 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 and maximizing revenue. **Respondents may elect to offer services for one, multiple or all aspects identified in the Scope of Services (Items A-E) below. For any service offered, Respondents must identify if services will be provided by directly by the Respondent or via a subcontracted third party. All subcontractors must be identified in the response. Partnerships and/or joint venture arrangements are also allowed, providing all partner organizations are identified.**

The Project:

The Vince Whibbs, Sr. Community Maritime Park Project is a world-class, signature mixed-use development that will re-establish a dynamic public waterfront on the western half of Downtown Pensacola. The project will feature expansive public waterfront parks and plazas; a community multi-use facility suitable for baseball and other athletic events, festivals, and other community activities; an amphitheatre; day marina; commercial; office; retail; residential; restaurant; entertainment; promenades; parking and all necessary ancillary uses, including infrastructure and site improvements. The Multi-Use Stadium will be the home of the Pensacola Blue Wahoos "AA" Professional Baseball Team, beginning in April, 2012. The project is under construction, with a completion date of the public portion currently scheduled for March 1, 2012. Private development is contemplated to occur over the next two to ten years.

SECTION B: SCOPE OF SERVICES REQUIRED

This RFP has been intentionally written as an open-ended solicitation of proposals for **one, multiple or all of the aspects listed below (Items A-E)**. The criteria are deliberately broad so that respondents have a license to add information, perhaps not specifically requested, that will help the CMPA evaluate how they will successfully address the realities of providing entertainment for and, managing, operating, and maintaining a complex property with multiple facilities. All work performed must comply with approved State and Local codes which govern public assemblies, concert venues, outdoor events.

A. Event scheduling, planning and coordination for 5,500 +/- seat multi-use stadium, 6,000 +/- capacity open-air amphitheatre, parks and plazas
B. Outside kiosk sales, rental, food service and other services as needed

C. Overall Amphitheatre and park maintenance including landscaping, cleaning and removal of trash and debris in the public areas of the park, including maintenance of parking and undeveloped private development parcels.
D. Parking Management
E. Day Marina Management

The CMPA seeks a company(s) who will manage, operate and maintain the Amphitheatre and property in a cost-effective, professional manner, consistent with the industry standards as well as attract national, regional and local talent and events to activate the Community Maritime Park. The following additional information provides more detail of CMPA's expectations and specific goals for the elements that comprise Items A-E above.

- Stadium - The CMPA has negotiated an Agreement with the Pensacola Blue Wahoos "AA" Baseball team to utilize and manage the multi-use stadium. The team will have maintenance and operations responsibility for the stadium, as well as concession rights within the stadium. The terms and conditions of the Agreement can be found at the following website: http://www.cityofpensacola.com/upload/images/Executed%20Non-Exclusive%20Use%20Agreement.pdf All respondents to this Request for Proposal are encouraged to read and understand the 'Multi-Use Facility Non-Exclusive Use Agreement' and the roles of the team in management operation of the stadium. Close coordination and collaboration with the Pensacola Blue Wahoos "AA" Baseball Team, the CMPA, City of Pensacola and other stakeholder groups is required. The selected firm(s) will be expected to create and promote schedule of concerts, events and activities, both free to the public and paid attendance, to activate the venue and maximize revenue for the facility, create fees schedules for the venue, recruit and secure talent and manage client/rental services for concerts, events and other activities. Create and manage, along with the stakeholders, an annual calendar of events for the stadium.

- Amphitheatre - The selected firm(s) will be expected to provide professional management for the Amphitheatre and ensure the Amphitheatre is maintained, in good order, clean, safe and secure. The firm(s) will create and promote a schedule of concerts, events and activities, both free to the public and paid attendance, to activate the venue and maximize revenue for the facility, create fee schedules for the venue, recruit and secure talent and manage client/rental services for concerts, events and other activities. The firm(s) will create and manage an annual calendar of events for the Amphitheatre in close coordination and collaboration with the CMPA, City of Pensacola and other stakeholder groups.

- Parks and Plazas - The selected firm(s) will be expected to provide professional management for the parks and plazas and ensure they are maintained, in good order, clean, safe and secure for the community to enjoy at all times. The firm(s) will create and promote a schedule of free to the public and paid attendance events to activate the park spaces and maximize revenue for the facility. Create fee schedules for the venues. Close coordination and collaboration with the CMPA, City of Pensacola and other stakeholder groups. The firm(s) will create and manage an annual calendar of events for the parks and plazas in close coordination and collaboration with the CMPA, City of Pensacola and other stakeholder groups.

- Day Marina – Currently, the Day Marina is not part of the public construction phase of the Community Maritime Park. However, the Day Marina may be constructed as funds become available in the future. The selected firm(s) will be expected to provide professional management for the day marina. Providing an additional opportunity for the citizens to come to enjoy the property and facilities, the Day Marina is envisioned as a transient facility, wherein boaters, for a fee, could dock for the day, but would have no pump-out, shore power, fuel or other amenities. Those docking at the Day Marina would have to embark prior to closing of the facility daily. The firm(s) will ensure the Day Marina is maintained, in good order, clean, safe and secure for the community to enjoy at all times. The Day Marina may also be utilized for special events at the parks, such as boat shows or other scheduled events. Those interested in financing the construction of the Day Marina in exchange for long term lease rights to operate the facility, should respond to this element of the RFP.

- Parking – The selected firm(s) will be expected to provide professional management and operation of onsite and offsite parking. The firm(s) will create a parking plan for the property and events and negotiate arrangements for offsite parking.

- Marketing/Promotion/Merchandising/Sponsorship - The selected firm(s) will be expected to provide aggressive marketing, promotion, merchandising and sponsorship of the facilities and events at the Stadium, Amphitheatre, parks and plazas in a manner that will maximize use of the property and facilities, area hotels and destinations.

- Customer Service - The selected firm(s) will be expected to provide high quality service to property and facilities participating teams, competitors, event organizers, spectators and citizens based on operational policies and vendor contracts which address and satisfy event-related requirements.

- Quality Control - The selected firm(s) will be expected to provide policies and procedures that ensure that management and subcontractors (if any) provide high quality services.

- Fiscal Services - The selected firm(s) will be expected to provide ongoing maintenance of records and accounts and preparation of operational reports and budgets in industry-accepted accounting formats.

- Reporting and Accountability - maintenance of a property and facilities calendar of all booked business accessible to all stakeholders and a monthly sales report on all leads and booked business.

- Operational Services - efficient performance of all the following
    - Event coordination, production, staffing, and servicing
    - Facility operation, maintenance, security, emergency services and parking services

Additional information on the CMPA and the Maritime Park project is available for review on the internet at the following website: http://www.cityofpensacola.com/pages/?pageID=6112

CMPA's goal is to provide a professionally-run property and facilities in a cost-effective manner. It is expected that the selected respondent(s) not only be able to generate revenue, but to also maximize

revenue generating opportunities in balance with the needs of the community for public access and no-cost events. The selected respondent should expect to share in the financial rewards for success. Creative and innovative proposals are encouraged. Respondents must view the property and facilities

as one and not independent, competing venues. The following information must be provided in the Response:

1. Listing of which element(s) your response is addressing.

2. For each element identified in #1 above, please provide your firm's ideas relative to how to manage and operate each element.

3. Your firm's suggestions regarding utilization of the facilities for community oriented events.

4. Your firm's expectations relative to the CMPA's role in the performance of this contract.

5. Identify in detail at least 3 similar projects by name, subject matter, location, services provided and the length of time services were provided on each. Include a description of specific services provided and dates during which the services were provided. Specifically include any experience partnering or joint venturing with Small and Minority firms;

6. Identify vendor's key personnel working on the projects as identified above;

7. Identify the cost proposal for each element in your response.

8. Identify any projects in which the vendor's contract was terminated for any reason;

9. Identify any claims or lawsuits that have been brought against your organization as a result of any services provided within the last five (5) years.

10. Provide copies of the vendor's financial statements (CPA Certified) for the previous three years; and

11. Provide an organization chart indicating the key personnel who will provide services resulting from this RFP. Also provide a resume for each of the key personnel. Provide company ownership information and demographics.

12. Any other information that you believe to be pertinent, but not expressly requested elsewhere in this document.

SECTION C: MINIMIM QUALIFICATIONS:

The selected Property and Facilities Manager must demonstrate capacity and experience in the areas noted in Section B and specifically demonstrate:

A. Qualifications, experience and demonstrated capability of Respondent in providing similar services in a similar municipality or property,

B. Ability to provide adequate resources, including financial, to meet the CMPA's needs and proven capability to perform the scope of service and work requested,

C. Plan/approach to provide customer friendly, professional, ethical, efficient and responsive services, including customer access to information and convenience in obtaining services,

D. Experience generally in providing community type entertainment services at a profit,

E. Experience in providing high quality venue entertainment/ attraction

SECTION D: PERSONNEL

All personnel to be assigned to this project are subject to approval by CMPA. Replacement personnel must have equivalent education and experience as the individuals whom they replace. Resumes of personnel to be assigned to this project, including replacement personnel, are to be submitted to CMPA for review and CMPA reserves the right to interview replacement personnel prior to its approval. All personnel shall be employees of the selected respondent and/or a collaborative partner. No personnel assigned to this project shall be considered the employees of CMPA or the City of Pensacola at any time.

SECTION E: PROPOSAL REQUIREMENTS

1. Proposals shall be limited to 20 pages, not including covers, dividers or tabs. Any information presented after the 20th page of the proposal will not be considered. The proposal should generally follow the titles and format of the RFP.

2. Identification and description of each organization to provide services under the proposal, including company owners, principals, demographics and organizational history. Including the firm(s) principal place of business.

3. Resumes of the personnel who will be assigned to work with, or consult with, CMPA shall be included.

4. Identify the project manager and the extent of the person's involvement with and availability during the project.

5. Provide experience of the firm and staff with managing and/or operating similar projects. Including the age of the firm(s) and the average number of employees for each of the last three

(3) years.

6. Provide a list of financial resources available to the firm, including latest financial statements. The firm's current tax status and Federal Employer Identification Number (FEIN).

7. Compensation proposal for each element.

8. Provide list of references.

9. Provide detail of how the firm will assist with achieving the goals of the Covenant with the Community.

10. Provide any additional information which may be of value to CMPA during the selection process, including description of required Small, Minority and Local Business participation.

SECTION F: GENERAL CONDITIONS

Instructions: Careful attention must be given to all requested items contained in this RFP. Applicants are invited to submit responses in accordance with the requirements of this RFP.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

Applicants must provide a response to each requirement of the RFP. Responses should be prepared in a concise manner with an emphasis on completeness and clarity. All Responses shall be submitted in a sealed envelope or package with the RFP number and opening date clearly noted on the outside of the envelope.

Rejection of Proposals: CMPA reserves the right to accept or reject any or all responses, to waive any irregularities, technicalities, or informalities, and to re-advertise for a Request for Proposals when deemed in the best interest of CMPA.

Split Award/Consolidated Award: CMPA reserves the right to split or combine the award of services solicited under this Request for Proposals when deemed in the best interest of CMPA.

Responses/Proposal Receipt: Sealed Responses will be accepted in accordance with the instructions detailed in this RFP. After that date and time, Responses will not be accepted. The Applicants shall file all documents necessary to support its Proposal and shall include them with its Proposal. Applicants shall be responsible for the actual delivery of Responses during business hours to the exact address indicated in the RFP. Post marks will not substitute for actual receipt of the proposal by the stated deadline. All materials submitted under this RFQ become the property of CMPA.

Governing Law: Applicants will agree that agreements shall be governed by the laws of the State of Florida, without regard to its conflicts of law provisions and the venue for any legal action will be Escambia County, Florida.

Public Records: Any material submitted in response to this Request for Qualification will become a public document pursuant to Florida Statue §119.07. This includes material which the responding

applicants might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Florida Statue § 119.07.

No Contingency Fees: By responding to this solicitation, each applicant warrants that it has not and will not employ or retain any company or person, other than a bona fide employee working solely for

the firm, to solicit or secure an agreement pursuant to this solicitation and that it has not and will not pay or agree to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the firm, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of an agreement.

Public Entity Crimes: By submitting a proposal each firm is confirming that the firm has not been placed on the convicted vendors list as described in the Florida Statue § 287.133 (2) (a).

Small/Minority and Local Business Enterprise: CMPA has adopted a Covenant with the Community (Attachment #1) detailing the Board of Trustees desire for small, minority and local business participation in this project. Inclusion of Small, Minority and Locally owned firms that meet the requirements of this RFQ is encouraged.

A Small Business Enterprise (SBE) is defined as:

- an independently owned and operated business concern located in the 325 zip code area,
- employs 50 or fewer permanent full-time employees,
- and a net worth of not more than $1,000,000. As applicable to sole -proprietorships, the $1,000,000 net worth shall include both personal and business investments.

A "Local Business Enterprise" is an independently owned and operated business concern located in the 325 zip code area (not including Post Office Boxes), with preference being given to businesses with offices and operations in Escambia County, Florida. However, no businesses legally operating with in the United States is excluded from responding to this RFP.

If your proposal includes a Small Business Enterprise as defined above or has received a Minority Business Enterprise designation, please include this information in your response.

In accordance with the Covenant with the Community, Minority and Local participation is fundamental to the Community Maritime Park Project. All Respondents are required to detail the guaranteed level of Minority and Local participation that will be provided.

Selection Process: The selection process will be conducted by the CMPA following the guidelines as set forth in this RFP.

Lobbying Prohibition: Respondents to this Request for Proposal are strictly prohibited from contacting the Board of Trustees of the Community Maritime Park Associates or the members of the Pensacola City Council during the Solicitation Period. The Solicitation Period commences with the release of the Request for Proposals, Dated October 26, 2011 and ends upon selection of the top ranked company to begin negotiations. The CMPA reserves the right to extend, shorten or end the Solicitation

Period at their discretion.

SECTION G: INSURANCE AND INDEMNIFICATION

Before starting and until termination of the negotiated agreement, the selected respondent shall procure and maintain insurance of the types and to the limits required by CMPA. The selected respondent will also be required to provide appropriate indemnification of CMPA and its representatives.

SECTION H: LENGTH OF CONTRACT

The contract time for services will be for a period of time as mutually agreed to between the CMPA and the selected party and shall be made a part of the contract before final execution of the document. It is anticipated that an initial 5 year period plus extensions will be the basis for discussion, but are not guaranteed.

SECTION I: AWARD AND CONTRACT EXECUTION

All proposals will be ranked individually by each Trustee of the CMPA. The score sheets for each respondent will be submitted to the CMPA Executive Director by 3:00 p.m. Friday, December 9, 2011. The top two (2) ranked firms (including ties) for each element will be asked to make an oral presentation to the Board. The top ranked firm(s) will have the opportunity to negotiate an agreement with the CMPA. The final agreement(s), if negotiated, will be forwarded to the CMPA Board of Trustees for its approval. Applicants are prohibited from contacting Board of Trustee members at any time prior to the final recommendation of the top ranked firm(s). If selected, the top ranked applicant(s) will have 45 days to negotiate an agreement(s). If an agreement cannot be reached within 45 days, the CMPA reserves the right to extend the negotiation period, begin negotiations with the second ranked firm(s) and/or reject all and begin the process again.

SECTION J: NUMBER OF COPIES REQUIRED

One (1) original and twenty (20) copies shall be submitted in one proposal package.

SECTION K: EVALUATION OF PROPOSALS

Proposals shall be evaluated and a selection made using the following criteria:

1. Composition and Qualifications of staff.
2. Experience of the firm with respect to the various aspects of property and facilities management as detailed herein.
3. Experience of the firm with Public/Private Partnerships.
4. Ability to meet time and budget requirements.
5. Compensation package
6. Small, Minority and Local Business Participation.

SECTION L: ORAL PRESENTATIONS

Firms will be short listed based upon the written qualifications submitted to the CMPA. CMPA reserves the right to determine the number of firms on the short list. The CMPA shall schedule formal oral presentations for those firms short listed by the Trustees. Firms invited to make oral presentations will be required to provide a detailed presentation, in person, of the requirements delineated in this RFP, as well as provide specific detail on their proposal.

EVALUATION SHEET
COMMUNITY MARITIME PARK
PROPERTY AND FACILITIES MANAGER
WRITTEN PRESENTATION
RFQ NO. 2011-02

Date:_____

Name of
Firm(s):_____

Reviewer:_____

1. Composition and Qualifications of Staff 20 Points ____

    a. Number of employees
    b. Staff resources and experience
    c. Qualifications of individual staff members selected to work on this project

2. Experience of the Firm(s) 15 Points ____

    a. Previous projects of similar scope and size
    b. Demonstrated client and end-user satisfaction

3. Ability to Meet Time and Budget Requirements 15 Points ____

    a. Current workload
    b. Ability to meet schedules
    c. Ability to meet budgets

4. Financial Capacity of the Firm 15 Points ____

5. Small/Minority Business Participation 20 Points ____

6. Local Business Participation 15 Points ____

TOTAL POINTS _____

Comments:_____

EVALUATION SHEET
COMMUNITY MARITIME PARK
PROPERTY AND FACILITIES MANAGER
ORAL PRESENTATION
RFQ NO. 2011-02

Date:_____

Name of
Firm(s):_____

Reviewer:_____

1. Structure of Firm and Project Organization 10 Points ____

2. Experience of Staff 10 Points ____

3. Experience of Firm(s) 10 Points ____

4. Ability to Perform Services Required 15 Points ____

5. Financial Capacity of the Firm 15Points ____

6. Creativity and Vision for Implementing the Project 10 Points _____

7. Small/Minority Business Participation 15 Points ____

8. Local Business Participation 15 Points ____

TOTAL POINTS _____

Comments:_____

52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

1. The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered

an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company
Name:_____

Authorized
Signature:_____

Printed Name: _____

Date:_____

Attachment #1 – CMPA Covenant With the Community

THE COMMUNITY MARITIME PARK COVENANT

Community Maritime Park Associates, Inc. (CMPA) is a not-for-profit organization created in order to:

- Open up the waterfront to all,
- Create educational opportunities for people of all ages,
- Create good paying jobs,
- Provide a location for thousands to enjoy the community and each other through open land for picnicking, fishing, and providing a venue for concerts, plays and sports,
- Attract investment into the downtown area which then benefits all of Northwest Florida.

We expect a project of this size to attract companies looking to relocate and provide additional new high-paying jobs to our community.

This project does not stand alone; it is a catalyst for a better today and tomorrow for the people of Pensacola. The non-profit board of community volunteers will ensure that the leases and activities keep the waterfront park available and open to all; there will be no gates or high-rise condominiums blocking access to the waterfront.

Inclusion is paramount. In order to ensure this, the CMPA is committed to the following:

1. The Board of Trustees selection will be representative of the City of Pensacola's demographic diversity.

2. CMPA commits to establishing a Contractor Academy to educate and assist local and minority contractors. The program will be structured to ensure that Minority Businesses are better equipped to meet the requirements of Federal, State, and Local government guidelines. The Academy focus will be to build companies and their business structures as well as helping to identify and understand bonding and insurance requirements and the specific guidelines for business development. CMPA will build a structure of support in the Academy that gives minority businesses the tools to ensure their long term success.

3. Concerning areas governed by the Master Lease, all contractors will be sought to help ensure they are representative of the demographic diversity of the city with a particular focus on attracting minority-owned companies.

4. Contracting for support services for the park from security, to maintenance, to accounting, legal, and advertising, will be done in a manner so that the result is that the companies receiving the contracts will be representative of the demographic diversity of the community.

5. Due to the community commitment of the CMPA, every effort will be made to ensure that activities such as sporting camps, educational camps, and recreational camps will be provided to city youth with free or scholarship enrollment to those in need of assistance.