
**CITY OF CRESTVIEW
DEPARTMENT OF PUBLIC SERVICES**

SPORTS OFFICIATING SERVICES CONTRACT

Bid No. 17-0511A

**Brona D. Steele
Director
of
Public Services**

**George Hillsman
Parks & Recreation
Supervisor**

SECTION 00020

ADVERTISEMENT FOR PROPOSAL
FOR
CITY OF CRESTVIEW
SPORTS OFFICIATING CONTRACT SERVICES – PARKS & RECREATION
BID NO. 17-0511A

NOTICE IS HEREBY GIVEN: That sealed proposals will be received by the City of Crestview, at the City Clerk's Office 198 N. Wilson Street, Crestview, Florida 32536; until **May 11, 2017 at 2:00 p.m.**

Any proposals received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a proposal is received will be resolved against the bidder.

Proposal opening will be promptly at 2:00 p.m. on May 11, 2017 at the City Hall Council Chambers, 198 N. Wilson Street, Crestview, Florida 32536, at which time all proposals received will be publicly opened and read aloud.

DESCRIPTION OF WORK: All work for the Project shall be awarded and constructed, if award is made, under one Contract. Proposals shall be submitted for the Work described:

The purpose of this RFP is to solicit proposals from contractors qualified to provide us with Sports Officiating Services for our Youth & Adult Athletic leagues for our recreation events under the auspices of the Parks & Recreation Division. We will consider proposals from single vendors or from multiple vendors working as a team.

BIDDING DOCUMENTS can be obtained and reviewed at:

Crestview City Hall
Elizabeth M. Roy, City Clerk
P.O. Box 1209
198 N. Wilson St.
Crestview, FL 32536
(850) 682-1091

The City of Crestview reserves the right to accept or reject, in part or total, any or all proposals and to waive any informalities as deemed in the best interest of the City. All proposals must be marked on the outside of the envelope with the proposal name, the time and date of opening. It shall be the Bidder's responsibility to ensure that proposals are delivered to the above address by the appointed time.

Proposals shall be prepared from complete Bidding Documents.

PROPOSAL SUBMITTAL: A single proposal shall be submitted for the work. The contract will be awarded pursuant to the requirements of applicable state and federal laws and regulations.

Award will be made to the lowest responsible and responsive bidder. The City of Crestview will in no way be liable for any costs incurred by any bidder in the preparation of its Proposal in response to this Invitation to submit a Proposal.

The City reserves the right to waive technicalities or irregularities, to reject any or all proposals, and to accept that Proposal which is in the best interest of the City.

The CITY OF CRESTVIEW, FLORIDA does not discriminate on the basis of race, color, national origin, sex, religion, age, and handicapped status in employment or provision of service.



CITY OF CRESTVIEW, FLORIDA
Crestview, Florida

END OF SECTION

REQUEST FOR PROPOSALS

DETAILED REQUIREMENTS – SCOPE OF SERVICES

1. Purpose

It is the intent of this RFP to provide the City of Crestview with qualified Sports Officials for the Parks and Recreation Department adult and youth athletic leagues.

2. Definition

Officials shall be defined as one who administers the rules of a game or sport and shall be inclusive of the term referee or umpire unless stated otherwise.

3. Sports Field and Court Locations

Game Locations	Address
Twin Hills Stadium	100 N. Hathaway, Crestview, FL 32536
Twin Hills West Soccer Field	100 N. Hathaway, Crestview, FL 32536
Twin Hills Gymnasium	100 N. Hathaway, Crestview, FL 32536
Spanish Trail Park Softball Complex	205 Stillwell Blvd, Crestview, FL 32536
Durrell Lee Baseball Stadium	1850 E. 1 st Avenue, Crestview, FL 32536
Garden City Park	6330 Garden City Road, Crestview, FL 32539

4. Types of Usage – Types of officiating services required under this contract are as follows:

- a. The selected Contractor will be expected to assign referees to the required number of games scheduled as determined by the City’s Recreation Supervisor. This shall include all regular, playoff and tournament league games.
- b. The number of games may vary and will ultimately be determined by the number of players registered and the number of teams which make up the program.
- c. The selected contractor will be required to assign the specified number of certified, insured, and successfully background checked officials to each scheduled game.

5. History of Officials Usage

“Appendix A” represents the City of Crestview usage requirements for Sports Officiating Services that occurred during 2016. Proposers are encouraged to use this information as an estimate for reference and guidance purposes only. Proposers shall not use this information as actual usage for future years. The City reserves the right to increase or decrease the estimated official usage.

6. Attire

Game officials shall be dressed in the following officiating attire when officiating games for the City:

- Officiating shirt (Contractor may determine if striped or blue shirts are to be used)
- Black shorts or pants
- Appropriate footwear depending on sport (sneakers, cleats, etc.)
- Appropriate whistle

7. Scheduling

Contractor shall, in so far as practicable, schedule assignments one (1) week in advance of the date of the scheduled season. The City shall provide the Contractor with notice of rescheduled dates as far in advance

of such duties as is possible, but in no case shall the Contractor be provided less than twenty-four (24) hours notice.

8. Officiating Procedures

a. Officials shall arrive in proper uniform a minimum of five (5) minutes prior to the schedule time for all games. Delays or interrupted start-up time caused by the failure of a timely arrival may result in fines outlined below.

b. Complete and sign a score book at the end of each serviced game. This book will be deposited in a designated area at the conclusion of the last daily scheduled game. The contractor's payment will be calculated by these records.

c. The City reserves the right to recommend disciplinary action in the form of suspension and/or dismissal for any official who fails to perform his/her duties as defined in the contract or for any behavior deemed inappropriate by the City.

9. Cancellation / Forfeited Games

a. The City has the right to cancel officials for any game due to poor attendance, inclement weather, etc. In such a case the City shall endeavor to provide the Contractor with one (1) hour advance notice of any canceled game. When this (1) hour notification is provided, there shall be no fees or other penalties paid for canceled officiating services. If the City fails to provide the Contractor with the minimum one (1) hour advanced notification of cancellation, the City shall pay to the Contractor, a sum equal to the contracted rate for one (1) game only.

b. In the event of a forfeited or cancelled game, the officials scheduled for such games will be required to remain on site and referee a practice or scrimmage game. The decision for such action will be solely at the discretion of the City's designated Program Supervisor.

c. Contractor shall reimburse the City for any and all overpayments caused by cancelled or forfeited games, or when the Contractor has failed to provide the services specified.

10. Fines

The table below represents fines that shall be assessed to the Contractor for non-compliance:

Offense	Fine (Per Game)
Non-compliance of Uniform Rules	\$5.00
Tardiness (less than 15 minutes)	\$10.00
Tardiness (15 minutes or more)	½ of per Official, per Game Price*
Absenteeism (No Show)	per Official, per Game Price*

****Price is based on the Schedule of Proposal Prices contained in the Proposal package***

APPENDIX "A"

**HISTORY OF SPORTS OFFICIATING SERVICE USE
2016**

The following table represents the City of Crestview's usage requirements for Sports Official Services during 2016. Proposers are encouraged to use this information as an estimate for reference and guidance purposes only. The City reserves the right to increase or decrease estimated usage indicated below and/or secure services during other weeks and months not indicated at the sole discretion of the City.

NOTE: The time of each game may vary, but the minimum time required by the City would be one (1) hour per game.

Youth Boys Basketball League	
Age of player in league:	7-15 year-old Boys
Number of Seasons per year:	One (approx. 157 games)
Length of (each) season:	7 weeks (January – February)
Number of days' league meets per week	Five (Mon., Tues., Thurs., Fri., Sat.)
Minimum number of officials per game:	Two
Maximum number of officials per game:	Two
Location(s) of league:	Twin Hills Gymnasium

Youth Girls Basketball League	
Age of player in league:	7-15 years' old
Number of Seasons per year:	One (approx. 48 games)
Length of (each) season:	7 weeks (January – February)
Number of days' league meets per week	Five (Mon., Tues., Thurs., Fri., Sat.)
Minimum number of officials per game:	Two
Maximum number of officials per game:	Two
Location(s) of league:	Twin Hills Gymnasium

Youth Coed Basketball League	
Age of player in league:	5-6 years' old
Number of Seasons per year:	One (approx. 42 games)
Length of (each) season:	7 weeks (January – February)
Number of days' league meets per week	Five (Mon., Tues., Thurs., Fri., Sat.)
Minimum number of officials per game:	One
Maximum number of officials per game:	One
Location(s) of league:	Twin Hills Gymnasium

Adult Men's Softball League	
Age of player in league:	17 + years old
Number of Seasons per year:	Two (approx. 220 games)
Length of (each) season:	12 weeks (May - August)
Number of days' league meets per week	4 - (Mon., Tues., Thurs., Fri.)
Minimum number of officials per game:	One (ISA Rules)
Maximum number of officials per game:	One (ISA Rules)
Location(s) of league:	Spanish Trail Softball Complex

Adult Women's Softball League	
Age of player in league:	17 + years old
Number of Seasons per year:	One (approx. 50 games)
Length of (each) season:	13 weeks (May - August)
Number of days league meets per week	4 - (Mon., Tues., Thurs., Fri.)
Minimum number of officials per game:	One (ISA Rules)
Maximum number of officials per game:	One (ISA Rules)
Location(s) of league:	Spanish Trail Softball Complex

Adult Coed Softball League	
Age of player in league:	17 + years old
Number of Seasons per year:	One (approx. 78 games)
Length of (each) season:	6 weeks (Sept. – Oct.)
Number of days league meets per week	3 - (Mon., Tues., Thurs.)
Minimum number of officials per game:	One (ISA Rules)
Maximum number of officials per game:	One (ISA Rules)
Location(s) of league:	Spanish Trail Softball Complex

Youth Soccer U6 – U8 League	
Age of player in league:	4 – 7 years' old
Number of Seasons per year:	One (approx. 72 games)
Length of (each) season:	10 weeks (Sept. – Nov.)
Number of days league meets per week	Four (Mon., Tues., Thurs., Sat.)
Minimum number of officials per game:	One
Maximum number of officials per game:	One
Location(s) of league:	Twin Hills West Soccer Field

Youth Soccer League	
Age of player in league:	8 – 14 years' old
Number of Seasons per year:	One (84 approx. games)
Length of (each) season:	10 weeks (Sept. – Nov.)
Number of days league meets per week	Four (Mon., Tues., Thurs., Sat.)
Minimum number of officials per game:	Two
Maximum number of officials per game:	Two
Location(s) of league:	Twin Hills Stadium

Youth Tackle Football	
Age of player in league:	6 – 11 years' old
Number of Seasons per year:	One (60 approx. games)
Length of (each) season:	10 weeks (Sept. – Nov.)
Number of days league meets per week	Three (Mon., Thurs., Sat.)
Minimum number of officials per game:	Four
Maximum number of officials per game:	Four
Location(s) of league:	Twin Hills Stadium

Youth Baseball / Softball League	
Age of player in league:	9 – 15 years' old
Number of Seasons per year:	One (184 approx. games)
Length of (each) season:	10 weeks (March - June)
Number of days league meets per week	Four (Mon., Tues., Thurs., Sat.)
Minimum number of officials per game:	Two - (Dizzy Dean)
Maximum number of officials per game:	Two - (Dizzy Dean)
Location(s) of league:	Durrell Lee Fields & Garden City Park

Youth Baseball/Softball Pee Wee/ CP League & Machine Pitch	
Age of player in league:	5 - 9 years' old
Number of Seasons per year:	One (186 approx. games)
Length of (each) season:	10 weeks (March - June)
Number of days league meets per week	Four (Mon., Tues., Thurs., Sat.)
Minimum number of officials per game:	One
Maximum number of officials per game:	One
Location(s) of league:	Durrell Lee Fields & Garden City Park

Adult Coed Volleyball	
Age of player in league:	17 + years old
Number of Seasons per year:	One (Not enough interest last year)
Length of (each) season:	5 weeks (June - July)
Number of days league meets per week	Two (Mon. & Thurs.)
Minimum number of officials per game:	One
Maximum number of officials per game:	One
Location(s) of league:	Twin Hills Gymnasium

**CITY OF CRESTVIEW
SPORTS OFFICIATING SERVICES FOR ADULT AND YOUTH ATHLETIC LEAGUES
RFP No. 17-0511A**

SCHEDULE OF PROPOSAL PRICES

Item	League	Estimated Annual Games	Qty	Price Per Official Per Game	Total Price
1	Youth Boys Basketball (7-15 age)	157	2	\$ /Game	
2	Youth Girls Basketball (7-15 age)	48	2	\$ /Game	
3	Youth Coed Basketball (5-6 age)	42	2	\$ /Game	
4	Adult Men's Softball (17+)	220	1	\$ /Game	
5	Adult Women's Softball (17+)	50	1	\$ /Game	
6	Adult Coed Softball (17+)	78	1	\$ /Game	
7	Youth Soccer (4-7 age)	72	1	\$ /Game	
8	Youth Soccer (8-14 age)	84	2	\$ /Game	
9	Youth Football (Tackle)	60	4	\$ /Game	
10	Youth Baseball/Softball	184	2	\$ /Game	
11	Youth Baseball/Softball T-Ball/CP	186	1	\$ /Game	
12	Adult Coed Volleyball	N/A	1	\$ /Game	
Grand Total (Items 1 through 12)					\$

Grand Total (Items 1 through 12) Written: _____

Company Name: _____

Proposer's Name: _____

Proposer's Title: _____

Proposer's Signature: _____

Date: _____

SPECIAL TERMS & CONDITIONS

1. Point of Contact

To ensure fair consideration for all Proposers, the City prohibits communication to or with any department, elected official or employee during the submission process, other than the City Clerk, regarding the requirements for this submittal. Any such contact may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

All inquiries concerning clarifications of this solicitation or for additional information shall be submitted in writing by mail, email, or facsimile and directed as follows:

City of Crestview – Clerk’s Office
Attn: Elizabeth M. Roy, City Clerk
198 N. Wilson Street
Crestview, FL 32536
Fax: 850-682-8077
Email: elizabethroy@cityofcrestview.org

All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or bid procedures will only be transmitted by written addendum.

2. Proposal Requirements

2.1 Scope of Services Proposed

Clearly describe the ability to perform the scope of services proposed including a work plan including an explanation of methodology to be followed to perform the services required of this proposal.

2.2 Firm Qualifications

The proposal should give a description of the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in this type of service will be brought to bear on the proposed project. The proposal must also identify the contact person and their day and evening telephone number.

2.3 Minimum Requirements

The proposer shall provide with if or when requested, copies of the required officiating certifications and officiating insurance for each official that will be assigned to this service contract. Officials shall maintain these policies at all times and provide at the request of the Contract Administrator the required officiating certifications, officiating insurance, and acceptable national criminal background check.

2.3.1 Business Licensure

Business Tax Receipt must be in effect as required by Florida Statute 205.065 or as amended. Contractor shall include copies of licenses with submittal.

2.3.2 Officiating Certifications

The following are acceptable high school level officiating certifications:

- Florida High School Activities Association (FHSA)
- Any national accredited officiating associations.

2.3.3 Officiating Insurance

Proof of current sports officiating insurance must be provided.

2.3.4 National Criminal Background Checks

All contractor personnel assigned to the contract shall be subject to a criminal background check, which shall be conducted by the Crestview Police Department. The result of this background investigation shall be provided to the Contract Administrator. The City shall be the sole judge regarding the acceptability of individuals assigned to the contract. Requests for additional background checks may be requested by the Contract Administrator.

3. Performance

It is the intention of the City to obtain the services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer must be able to perform as required under the scope of services. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these services from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or City residents.

4. RFP Schedule

The city will use the following tentative time schedule in the selection process. The City reserves the right to change and/or delay scheduled dates.

Event:	Date:
RFP Available	04/06/17
Last Date of Receipt of Questions	05/04/17
Addendum Release (if required)	05/04/17
Proposals Due (2:00 p.m. CST)	05/11/17
City Council Award of Contract	06/12/17
Begin Service Under New Contract	08/01/17

5. Proposal Submission

One (1) clearly marked "Original" and four (4) copies of your complete response to this RFP shall be submitted no later than 2:00 p.m., CST on or before Thursday, May 11, 2017 to Elizabeth M. Roy, Office of the City Clerk, 198 N. Wilson Street, Crestview, FL 32536.

Submitting firms are fully and completely responsible for the labeling, identification, and delivery of their submissions.

The City of Crestview will not be responsible for any mislabeled or misdirected submissions, nor those handled by a delivery person, couriers, or the U.S. Postal Service. Submission shall be plainly marked on the outside with your company information and the following:

RFP No: 17-0511A
RFP Name: Sports Officiating Services Contract
Due Date/Time: Thursday, May 11, 2017 at 2:00 p.m. CST

City of Crestview
Attn: Elizabeth M. Roy
Office of the City Clerk
198 N. Wilson Street
Crestview, FL 32536

Note: The proposal shall be signed by a representative who is authorized to contractually bind the Proposer.

- 5.1 If Proposer downloaded the RFP document from the City's webpage, Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained from the City of Crestview's Clerk's office only and no alteration of any kind has been made to the solicitation.
- 5.2 The submittal of a proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated prices.
- 5.3 Please be advised that City Hall is closed on holidays observed by the City. Proposals may be delivered to the above address ONLY between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, however, please note that proposals are due at City Hall on the date and at the time specified in this RFP.
- 5.4 Proposals shall be typed or printed in ink. Use of erasable ink is not permitted. All blanks on proposal form(s) must be completed. Names must be typed or printed below the signature. Facsimile proposals will not be accepted.
- 5.5 All proposals received from Proposers in response to this Request for Proposals will become the property of City and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.
- 5.6 As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The City will determine which Proposers are "responsible and responsive".

- 5.7 Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any Proposer is interested in more than one (1) proposal for work contemplated; all proposals in which such a Proposer is interested will be rejected. Proposer by submitting this proposal certifies that the proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion or fraud.

6. Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this RFP. A responsive proposal is one which follows the requirements of the RFP includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being non-responsive.

7. Award of Contract

- 7.1 The proposals are publicly opened. The City is the sole judge in evaluation considerations. It is the City's intent to award the contract to one (1) Proposer; however, the City reserves the right to award the contract to two (2) Proposers if the City deems it is in its best interest.
- 7.2 The contract will be awarded only to a responsible and responsive proposer(s) licensed and qualified by experience to do the work specified.
- 7.3 All Proposers will be notified in writing when the City Council makes an award.

8. Contract Term

- 8.1 The initial contract period shall be for three (3) fiscal year(s). The City reserves the right to extend the contract for another 3 year (3) fiscal year period, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Successful Proposer shall give written notice to the City not less than thirty (30) days prior to renewal date of any adjustment in the initial Contract amount. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.
- 8.2 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than thirty (30) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

9. Price

Proposer shall quote a firm, fixed cost for the items listed in the Scope of Services and on the Schedule of Proposal Prices page. Pricing shall include all costs associated with the service such as insurance, uniforms, certifications, training, parking fees, highway tolls, etc. Proposer shall be required to provide a per official, per game rate.

10. Cost Adjustments

- 10.1 Costs for all services purchased under this contract shall remain firm for the initial contract period. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less. Any approved cost adjustments shall become effective upon the anniversary date of the contract.

11. Inspection, Direction, and Payment

- 11.1 The work will be conducted under the general direction of the Parks and Recreation Supervisor or designee, and is subject to inspection by his appointed inspectors to insure compliance with the terms of the Contract.
- 11.2 Contractor will submit invoice(s) every two (2) weeks by Thursday of the week. The City Clerk shall pay the Contractor the amount due after approval of said invoices by the Parks and Recreation Supervisor on Friday of the next week. Upon completion of the scheduled season, the City shall pay for any additional scheduled or rescheduled games, at the quoted rates.
- 11.3 Contractor shall reimburse the City for any and all overpayments caused by cancelled or forfeited games, or when the Contractor has failed to provide the services specified.
- 11.4 In the case of a protested game, where the protest is upheld, the game shall be replayed from the point of protest. In accordance with league rules, the official(s) will officiate the game at no cost to the City.
- 11.5 If, at any time during the Contract, the City shall not approve or accept the Contractor's work performance, and an agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the services provided.
- 11.6 The City of Crestview, without invalidating the Contract, may make changes to increase or decrease services and/or locations as required. Such work shall be executed under the conditions of the original Contract.



CITY OF CRESTVIEW, FLORIDA

**RFP NO. 17-0511A
SPORTS OFFICIATING AGREEMENT**

This Agreement is made and entered into this ____ day of _____, 2017, between the City of Crestview, a Florida municipal corporation (hereafter referred to as “City”) and _____ (hereafter referred to as “Contractor”).

WHEREAS, the City owns and operates multiple sport centers, hereafter referred to as the “Facility”;

WHEREAS, the City through public input has decided that sports officiating services are needed at the Facility and serve a municipal purpose;

WHEREAS, Contractor represents that it is fully qualified, possesses the requisite skill, knowledge, qualifications and experience to provide the service identified herein, does offer to perform such services;

WHEREAS, the City desires to enter into an agreement with Contractor for sports officiating services at the facility;

WHEREAS, the City shall pay Contractor for performance of the Work in accordance with the Contract Documents in current funds as follows: Unit Prices per Bid Proposal included.

NOW, THEREFORE, in consideration of the acts and promises contained herein, the City and Contractor hereby agree to the following terms and conditions:

(1) Grant and Description of Premises. City grants to Contractor and Contractor accepts from City the privilege of providing sports officiating services at the “Facility”. In addition, the Contractor, at the sole discretion of the Parks & Recreation Director, may be designated to provide sports officiating for all Adult and Youth sporting events.

(2) Employee of Contractor.

2.1 Contractual personnel are viewed by the public as an extension of the City staff and are required to conduct themselves accordingly. Contractor shall at all times employ only those persons of good moral character.



2.2 All employees of Contractor shall be neatly dressed at all times and easily identifiable as officials. Employees shall conduct themselves courteously in their relations to the public.

2.3 Nondiscrimination. Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, or national origin. Contractor and Contractor's employees shall not discriminate against any person against any person because of race color, creed, sex or national origin by refusing to furnish such person any service or privilege offered to or enjoyed by the general public. Neither Contractor nor Contractor's employees shall publicize the services provided under this agreement in any manner that would directly or inferentially reflect on the acceptability of the patronage of any person because of race, religion, color, ancestry, sex, age, or national origin.

(3) Term. The term of this agreement shall commence on the effective date, and end on **August 1, 2020** both dates being inclusive. The term of this agreement is subject to the option to renew in Section Four (4). Initiation of services delivery shall occur no later than August 1, 2017.

(4) Option to Renew. Contractor shall have the option to renew this agreement for an additional Three (3) years after the termination of the term, provided that at a time no later than ninety (90) days prior to the expiration of the term of this agreement Contractor serves a written notice of Contractor's desire to extend the term of the agreement. This option to renew will be on a conditional approval of both parties.

(5) Holdover. If Contractor holds over after the expiration of the term of this agreement with the express or implied consent of City, the holding over shall be deemed to be month-to-month tenancy at the fee stated in this agreement and otherwise subject to the terms of this agreement. This section is subject to the option to renew in Section Twelve (12).

(6) Contract Price and Time for Completion

6.1 This contract will be a set contract price for services for the period of three (3) years with an additional three (3) year contract extension, if both parties agree.

6.2 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds at the unit prices as presented in the Bid Form, which is incorporated herein and made a part hereof by this reference.



(6) Licenses and Permits. Contractor shall obtain and pay for all permits or licenses that may be required for the operation of their services.

(7) Compliance with State and Local Laws. Contractor shall comply with applicable state and local laws governing the operation of this contract agreement. Violation of state laws or the ordinances of the City of Crestview or County of Okaloosa may be considered as cause for termination of this agreement.

(8) Liability Insurance.

8.1 Throughout the term of this agreement, Contractor shall maintain comprehensive general liability insurance coverage, naming the City as an additional insured party, with minimum liability limits of One-Million Dollars (\$1,000,000) per occurrence.

8.2 Certified copies of the above-described insurance policies and all certificates of such policies shall be furnished to the City effective as of the date of this agreement.

8.3 The above insurance policies shall contain clauses substantially in the following words:

(a) "Notwithstanding any other provision in this policy, the insurance afforded under this policy to City shall be primary as to any other insurance or reinsurance covering City, and such other insurance or reinsurance shall not be required to contribute to any liability until the appropriate limit of liability afforded under this policy has been exhausted."

(b) "This policy may not be canceled or materially changed until 30 days after receipt by City of a written notice of cancellation or change in coverage, as evidenced by receipt of a certified letter."

(9) Indemnification. Contractor covenants and agrees that they will indemnify and hold harmless the City and all of its officers, agents, and employees from any and all claims, losses, damages, costs, charges or expenses arising out of any act, action, neglect, or omission by Contractor during the performance of the agreement, whether direct or indirect, and whether to any person or property to which the City or said parties may be liable.

(10) Governing Law. All applicable local and state laws, rules, and regulations shall govern both the City and Contractor. The parties intend that this agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this agreement shall lie in Okaloosa County.



(11) Severability. If any section, subsection, term or provision of this agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this agreement shall be valid or enforceable to the fullest extent permitted by law.

(12) Sovereign Immunity. Nothing in this agreement shall be deemed a waiver by the City of its sovereign immunity, nor shall any provision of this agreement be interpreted to affect the City's sovereign immunity.

(13) Construction. The Parties have participated jointly in the negotiation and drafting of this agreement. In the event an ambiguity or question of intent or interpretation arises, this agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provision of this agreement.

(14) Attorney's Fees. In any dispute relating to this agreement each party shall be responsible for their respective attorney's fees and costs.

(15) Notices. All notices under the agreement shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice:

As to the City:

As to the Contractor:

City of Crestview
Elizabeth M. Roy
198 North Wilson Street
Crestview, FL 32536

(16) Entire Agreement. This agreement represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Provisions of this agreement may be amended only by written instrument approved and signed by City and Contractor.

(17) Binding Successors. This agreement shall bind the successors, assigns, and legal representative of Contractor and of any legal entity that succeeds to the obligations of the City.



(18) The undersigned Contractor in accordance with Florida Statute 287.087 hereby certifies that Contractor 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 contractual services that are under bid 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 contractual services that are under bid, 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, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

(19) Included Documents. The Advertisement of Proposal, Bid Form and Bid Quote are incorporated into this agreement and made part of this agreement by reference.



(20) **PUBLIC ACCESS.** Contractor shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes Contractor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by City of Crestview in order to perform the service.
 - b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Law or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if Contractor does not transfer the records to the public agency: and
 - d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the City of Crestview.
- e. If Contractor has questions regarding the application Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Agreement, Contractor shall contact the Custodian of Public Records at:**

**City Clerk, City of Crestview
198 North Wilson Street
P.O. Box 1209
Crestview, Florida 32536
(850) 682-1560 Extension 250
cityclerk@cityofcrestview.org**

- f. In the event the City of Crestview must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the City of Crestview because Contractor failed to provide access to public records responsive to a public record request, the City of Crestview shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.



IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, as of the day and year first written above.

Date: _____

CITY OF CRESTVIEW

ATTEST:

By: _____
David Cadle, City Mayor

Elizabeth Roy
City Clerk

SEAL

APPROVED AS TO LEGAL FORM

Ben Holley
City Attorney

CONTRACTOR:

By: _____
(Owner)

(Printed Name)

SEAL

Witness Signature

Witness Signature

(Printed Name)

(Printed Name)

(Title)

(Title)