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**CITY OF CRESTVIEW  
DEPARTMENT OF PUBLIC SERVICES**

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**REQUEST FOR PROPOSALS  
CONCESSIONAIRE SERVICES CONTRACT  
Bid No. 17-0511B**

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

**George Hillsman  
Parks & Recreation Supervisor**

SECTION 00020

ADVERTISEMENT FOR PROPOSAL  
FOR  
CITY OF CRESTVIEW  
CONCESSIONAIRE SERVICES – PARKS & RECREATION  
**Bid No. 17-0511B**

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 vendors qualified to provide us with management, operation and control of concession services for recreation events under auspices of the Parks & Recreation Division. We will consider proposals from single vendors or from multiple vendors working as a team. The Contractor shall pay monthly to the City a percentage sum of all gross sales made under the provisions of this contract. This RFP seeks to establish this percentage sum.

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 qualified bidder who agrees to pay the City the highest percentage of its revenue from operating the concession stands as payment for being allowed to operate the concession stands. 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

SECTION 00300

BID FORM

SUBMITTED: \_\_\_\_\_  
Date

PROJECT IDENTIFICATION: **Concessionaire Services Contract  
Bid No. 17-0511B**

NAME OF BIDDER: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

CONTRACTOR'S FLORIDA LICENSE NO.: \_\_\_\_\_

THIS BID IS SUBMITTED TO: City of Crestview, Florida (hereinafter called Owner) acting through its City Council.

1. The undersigned Bidder offers and agrees to enter into an Agreement with Owner in the form included in the Bidding Documents, to complete all work for the Contract Price and within the Contract Time, all in accordance with the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Bidding Documents, including without limitation those dealing with the Owner's time for accepting for Bid.
3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and further warrants and represents that:
  - (a) Bidder has examined copies of all the Bidding Documents.
  - (b) Bidder has examined the site and locality where the Work is to be performed and the legal requirements (Federal, State and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.
  - (c) This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

- (d) Bidder hereby agrees if this Bid is accepted, to commence work under this contract on or before a date to be specified in the Contract Agreement. Bidder further agrees to pay as a Deposit the amount stated in the Agreement.
4. Bidder submits the following percentage of the gross sales to perform all the Work as required by the City of Crestview. Bid shall be awarded based on the percentage of gross sales and the ability to adequately provide the concessionaire services deemed acceptable to the staff.

**BID QUOTE**

I, **the contractor** shall pay to the City during the term of this agreement \_\_\_\_\_% of gross revenue per month and **\$650.00** annually for the exclusive privilege of maintaining concession services at the City of Crestview Recreation facilities.

\_\_\_\_\_  
Print Name of Contractor

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Authorized Representative or Contractor's Signature

\_\_\_\_\_  
Date



**CITY OF CRESTVIEW, FLORIDA**

**RFP NO. 17-0511B  
EXCLUSIVE CONCESSION AGREEMENT**

**CONCESSION 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 "Concessionaire").

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

WHEREAS, a concession stand structure exists on the property of Facility possessing some equipment necessary to provide concession services to the patrons and visitors of the City;

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

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

WHEREAS, the City desires to enter into an agreement with Concessionaire for concession services at the facility;

WHEREAS, Concessionaire shall pay to the City a monthly concession percentage to obtain the right to provide those services at the facility.

WHEREAS, Concessionaire shall pay to City an annual rental to provide those services at the facility.

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

(1) Grant and Description of Premises. City grants to Concessionaire and Concessionaire accepts from City the privilege of maintaining concession services at the "Facility". In addition, the Concessionaire, at the sole discretion of the Parks & Recreation Director, may be designated to provide concessions for all Adult and Youth sporting events.

(2) Condition of Premises. Taking possession of the concession stand by Concessionaire shall constitute acknowledgement that the concession stand is in good condition. Concessionaire shall accept the concession stand in its presently existing condition, and City shall not be required to make any alterations to the concession stand.



(3) Concession Fee. Concessionaire shall pay to City during the term of this agreement \_\_\_\_\_% of gross revenue per month and **\$650.00** annually for the exclusive privilege of maintaining concession services at the Facility. The payments shall be paid to City the fifteenth day of each month for the operations of the preceding calendar month, and payments shall be to the order of the City of Crestview and mailed or delivered to 198 North Wilson Street, Crestview, FL 32536. A fee of \$10.00 per day will be assessed for each business day the payment is late.

(4) Accounting and Records. Concessionaire shall keep an accurate set of books and records reflecting the gross revenues derived under and pursuant to concession rights herein granted. For the purpose hereof, "gross revenue" shall mean and include any and all fees, without reduction, received by Concessionaire under and pursuant to the concession agreement. Certified copies of the above books and record shall be furnished to the City, not less than quarterly in January, April, July, and October. Such documentation shall include copies of the monthly sales tax return filed with the Florida Department of Revenue. The concessionaire will track sales using a cash register or similar device approved by the City and include tracking documentation when submitting their monthly payment to the City.

City may cause a semi-annual audit to be made of the books and records of Concessionaire in order to determine whether or not the concession fees paid pursuant to Section 3 are the same as those required thereby. The omission of the City to exercise its right to a semi-annual audit at anytime shall not constitute a waiver of such right, and notwithstanding such omission, the City shall have such continuing right, provided that except in the event of fraud, deceit or other extraordinary occurrence, each audit shall be made at intervals no less than six (6) months. In the event City elects to exercise its right of audit, City shall provide to Concessionaire written notice of such election at least forty-eight (48) hours in advance of the time of any audit. City shall have the right to elect the auditors to make the audit and audit shall be made at Concessionaire's expense unless the City has requested a second audit within a one year period. In the event a second audit in a year's time is requested by the City, City shall pay the fees for said audit. Concessionaire shall make available to the auditor such personnel and records as the City may in its reasonable discretion request in order to complete such audit; and shall make no charge to the City therefore.

(5) Use of Premises. The concession stand shall be used to conduct concession type services including, but not limited to the sale of hot dogs, hamburgers, soft drinks and snacks in accordance with any required licenses and permits. Concessionaire shall file a current menu including product and price identification, with the City and provide a copy to the City each time the menu is adjusted by concessionaire. The Concessionaire shall have the flexibility to change the menu to meet the needs of patrons and visitors to the City. Tobacco products, liquor and /or alcoholic beverages shall not be sold by Concessionaire at the Facility. Concessionaire shall have the flexibility to sell soft goods, such as softballs, sunscreen, and can holders, subject to City approval and any contractual limitations.



(6) Equipment Required of Concessionaire. Concessionaire shall secure a portable unit for concession services during soccer and other activities as required. Concessionaire shall be responsible for any fees associated with portable units and mobile service. To ensure the safety of patrons and visitors at the Facility when utilizing an outdoor grill, Concessionaire shall provide a barrier between the grill and patrons and visitors that will not cosmetically detract from the appearance of the Facility. Concessionaire may at their expense, provide any minor equipment necessary for food handling services, (i.e. hot dog roasters, popcorn makers, pretzel warmer, etc), subject to all life safety and health codes.

(7) Quality of Service. All items sold by Concessionaire shall be of first class quality, and the service provided by Concessionaire shall be rendered courteously and efficiently. City reserves the right to prohibit the sale of any item that it deems objectionable, and City shall have the right to order the improvement of the quality of either the merchandise or the services rendered.

(8) Hours of Operation. Concessionaire shall operate the concession stand, including portable units and mobile service as required, for any scheduled games resulting in the use of two (2) or more fields at the same time. Concessionaire shall be open and ready for operation not less than fifteen (15) minutes prior to scheduled event or game. Concessionaire must operate and provide concession services until the last fifteen (15) minutes of any scheduled event or game. Additionally, Concessionaire must provide concession services for any and all scheduled tournaments and group activity deemed necessary by the Parks and Recreation Director. Concessionaire will not be considered the exclusive vendor during the "Special Event Rentals".

(9) City Agreements. The City reserves the right to enter into Corporate Sponsorship agreements or other beneficial agreements at any time and at its sole discretion. Concessionaire agrees to conform to the specifications of such agreements, including but not limited to exclusive purchase and sale of approved brand name products, regardless of when the agreement is executed by the City.

(10) Employee of Concessionaire.

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

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

10.3 Employees shall observe strict impartiality as to rates and services in servicing the public. Concessionaire may, subject to the approval of City, grant reduced rates to





Concessionaire's employees under such circumstances as are customary in businesses of the character conducted under this agreement.

10.4 Nondiscrimination. Concessionaire shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, or national origin. Concessionaire and Concessionaire'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 Concessionaire nor Concessionaire'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.

(11) 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 Twelve (12), and to sooner terminate as provided below. Initiation of services delivery shall occur no later than August 1, 2017.

(12) Option to Renew. Concessionaire 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 thirty (30) days prior to the expiration of the term of this agreement Concessionaire serves a written notice on City of Concessionaire's desire to extend the term of the agreement. The concession fee shall be subject to revision, but all other terms of this agreement shall remain the same unless both parties mutually agree to change any of them. The option to renew is, and shall remain, subject to the provisions of Section Twenty-nine (29) of this agreement, concerning termination by City.

(13) Holdover. If Concessionaire 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 concession 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).

(14) Repair and Maintenance of Stand. Concessionaire shall maintain the concession stand in good order and repair at concessionaire's own expense during the entire term of this agreement as it was accepted at the time of possession pursuant to Section Two (2). If concessionaire neglects or refuses to do so, City shall have the right to perform maintenance or repairs for the account of concessionaire, and the City shall first give concessionaire fifteen (15) days' written notice of its intention to perform maintenance or repairs to enable concessionaire to perform maintenance or repairs at concessionaire's own expense.

(15) Structural Maintenance. Structural maintenance to the concession stand, including plumbing, HVAC, electrical, painting and decoration, whether interior or exterior, shall be done by the City.



(16) Approval for Alterations Required. No alterations or additions of any character shall be made on or to the concession stand by Concessionaire without obtaining the prior written consent of City. If alterations or additions are made, they shall be made they shall agree to hold City harmless for such alterations or additions.

(17) Improvements as Property of City. All alterations and additions to the concession stand shall remain on the concession stand and become the property of City on the termination of this agreement.

(18) Maintenance of Equipment. Concessionaire shall maintain all equipment in good working condition at all times, at Concessionaire's own expense, for the operation of the concession stand. Concessionaire shall be responsible for replacing, with the exception of reasonable wear and tear, any equipment or built-in furnishings of City that becomes missing, damaged beyond repair, or too unsanitary for use; Concessionaire shall replace all equipment or built-in furnishings that Concessionaire is required to provide under Section Fourteen(14) of this agreement, if it becomes unfit for use.

(19) Premises to be Kept Clean. Concessionaire shall keep the concession premises in a clean and sanitary condition at all times. Concessionaire shall store all trash in the containers provided for that purpose, and shall provide for the removal and proper disposal of all trash from the concession premises at the close of each day the concession premises are open for business. Additionally, it is the responsibility of Concessionaire to remove all trash and debris found on the Facility premises that is directly associated with sales from the Concessionaire.

(20) Right of Access. City shall have access to the concession stand, and to each part of the concession stand, during the hours of operation of Concessionaire for the purpose of inspecting and making repairs on the concession stand and as deemed necessary by the Public Services Director or designee. Concessionaire shall have the right within reason to traverse Facility, solely from the Facility's eastern access to get to and from the concession stand to keep the concession stand open during hours of operation. Deliveries shall be made from the Facility's Eastern access in order to use reinforced driveways and access points. Vehicles must be removed within 15 minutes and extreme care exercised while traversing pedestrian pathways. At no time is it acceptable to block the fire-lane surrounding the building.

(21) Partial Destruction of Concession Stand. If at any time during the term of this agreement the concession stand is damaged by fire, act of nature, or other cause beyond the control of Concessionaire, to the extent that continued use of the concession stand is unfeasible, Concessionaire may, on written notice to City delivered within thirty (30) days after the damage has occurred, suspend or terminate this agreement without any liability of Concessionaire to City except for the payment of concession fees accrued to the date of termination. If Concessionaire

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does not elect to terminate this agreement, City shall, with due diligence, restore the concession stand to operative condition, but City shall not be obligated under this provision to expend on such restoration more than the proceeds of any insurance received by it on account of damage. City shall not be responsible for any profits lost by Concessionaire due to the partial destruction of the concession stand.

(22) Signs: Advertising: Name. Concessionaire shall not erect any sign on the concession stand without obtaining the advance written approval of City. Concessionaire may enter into advertising relative to the concession stand that is consonant with the dignified approach necessitated by the reputation of the facility.

(23) Licenses and Permits. Concessionaire shall obtain and pay for all permits or licenses that may be required for the operation of the concession stand.

(24) Compliance with State and Local Laws. Concessionaire shall comply with applicable state and local laws governing the operation of the concession stand. 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.

(25) Taxes. Concessionaire shall pay all taxes on personal property belonging to Concessionaire, and Concessionaire shall pay all sales and other taxes levied against the operation of the business. The City at their discretion may request copies of any quarterly sales tax reports.

(26) Liability and Fire Insurance.

26.1 Throughout the term of this agreement, Concessionaire 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.

26.2 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.

26.3 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."



(27) Indemnification. Concessionaire covenants and agrees that they will indemnify and hold harmless the City and all 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 Concessionaire 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.

(28) Deposit to Secure Performance. Prior to the commencement of operations under the terms of this agreement, Concessionaire shall at Concessionaire's own expense obtain and deliver to City a deposit fee of \$500.00 to guarantee payment of the concession fee called for in this agreement as well as the faithful performance of all the other terms of this agreement by Concessionaire. City shall retain the deposit in the event of a breach of any of the terms of this agreement by Concessionaire. The deposit shall be returned to Concessionaire on or before October 1, 2020, if Concessionaire shall have fully performed all of the terms of this agreement to that date regardless the fact that the agreement may be renewed.

(29) Termination by City. If in the judgment of City the manner of operation of the concession stand or the quality of merchandise or services does not meet the requirements of this agreement, or if Concessionaire is in default of any other term of this agreement, City shall give Concessionaire a written notice specifying the particulars of the unsatisfactory performance or default within thirty (30) days after receipt by Concessionaire of the notice, city may terminate this agreement. The decision of City on any such matter shall be final.

(30) Termination by Concessionaire. Concessionaire may terminate this agreement at any time after Dec. 1, 2017, by giving thirty (30) days notice to City of Concessionaire's intention to terminate. If Concessionaire terminates this agreement prior to **August 31<sup>st</sup>, 2017**, Concessionaire shall forfeit the deposit that secures Concessionaire's performance as described in Section Twenty-Eight (28).

(31) Concession Stand on Termination. On the termination of this agreement for any reason, City shall have full authority to re-enter and take full possession of the concession stand without the necessity of obtaining legal process. Concessionaire stipulates that City shall not be liable to prosecution or for damages for resuming possession of concession stand.

(32) Sole Purpose. The concession stand may be used only by Concessionaire for the sole purpose of providing concession services to patrons and visitors of the Facility.

(33) Assignment Prohibited. Concessionaire may not assign any right, privilege, or license conferred by this agreement; nor may Concessionaire sublet or encumber any part of the concession stand without first obtaining the written consent of City.

(34) Waiver of Breach. The waiver by City of any term contained in this agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term. The subsequent acceptance of a concession fee payment by City shall not be deemed to be a waiver of any prior occurring breach by Concessionaire of any term contained in this



agreement regardless of the knowledge of City of the prior existing breach at the time of the acceptance of the concession fee payment.

(35) Time of Essence. Time is of the essence of this agreement.

(36) Each Provision Material Condition. Each term of this agreement is material. A breach by Concessionaire of any one of the terms of this agreement shall be considered to be a material breach of the entire agreement and shall be grounds for the termination of the entire agreement by City.

(37) Governing Law. All applicable local and state laws, rules, and regulations shall govern both the City and Concessionaire. 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 legal action arising out of this agreement shall lie in Okaloosa County, FL.

(38) 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.

(39) 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.

(40) 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.

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

(42) 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:  
City of Crestview  
Elizabeth M. Roy  
198 North Wilson Street  
Crestview, FL 32536

As to the Concessionaire:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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(43) Entire Agreement. This agreement represents the entire and integrated agreement between the City and Concessionaire 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 Concessionaire.

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

(45) 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 commodities or 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 commodities or 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.

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





(47) PUBLIC ACCESS. Concessionaire as 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 the 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](mailto: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 Concessionaire 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

CONCESSIONAIRE:

By: \_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Printed Name)

SEAL

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)