



REQUEST FOR PROPOSALS

Notification Date:	Concessionaire Services	Solicitation Number:	Opening Date & Time:
		23-08-23-P&R	08/23/23 10:00 a.m.

Legal Name of Partnership, Corporation or Individual:

Mailing Address:

Legal Name of Partnership, Corporation or Individual:

Telephone:

Email:

Fax:

Web Address:

Authorized Signature:

Date:

Printed Name & Title:

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Crestview the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign or transfer to the City of Crestview all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Crestview. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.

FEI/EIN Number: _____

Please initial by all that apply:

I acknowledge receipt/review of the following addenda:

_____ Addendum # 1 _____ Addendum # 2 _____ Addendum # 3 _____ Addendum # 4

GENERAL CONDITIONS

TO ENSURE THE ACCEPTANCE OF THE PROPOSAL, PLEASE FOLLOW THESE INSTRUCTIONS. ANY AND ALL SPECIAL CONDITIONS, ATTACHED HERETO, HAVE PRECEDENCE.

1. **SEALED PROPOSAL:** All proposals must be submitted in a sealed envelope. The face of the envelope shall contain the proposal name and proposal number. Proposals not submitted on the attached proposal form shall be rejected. All proposals are subject to the conditions specified herein. Those who do not comply with these conditions are subject to rejection.
2. **EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the proposal section. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by the proposer to his proposal must be initialed.
3. **NO PROPOSAL:** If you are not submitting a proposal, please respond by returning the Statement of No Proposal and if possible, explain the reason in the spaces provided to help us understand any City-controlled issues or market forces which prevent you from submitting a proposal.
4. **PROPOSAL OPENING:** Shall be public, on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure that a proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. Offers by telephone, fax or other electronic means are not acceptable unless acceptance by such means is specifically authorized elsewhere in this RFP.
5. **WITHDRAWAL OF PROPOSALS:** Withdrawal of a proposal within sixty (60) days after the opening of proposals is not allowed unless specifically authorized elsewhere in this RFP.
6. **PRICES, TERMS and PAYMENT:** Firm Prices shall be proposal and include all packing, handling, shipping charges and delivery to the destination shown herein. The proposer is encouraged to offer cash discount for prompt invoice payment. Terms of less than 20 days will not be considered.
 - A. **TAXES:** The City of Crestview does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. This exemption does not apply to purchases of tangible personal property made by directly by proposers, instead of the City, when the purchased tangible personal property is used in the performance of contracts for the improvement of City-owned real property.
 - B. **MISTAKES:** proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the proposer's risk. In case of mistake in extension, the unit price will govern.
 - C. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be a new, current standard production model available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - D. **SAFETY STANDARDS:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act and any standards there under.
 - E. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.
 - F. **PAYMENT:** Payment will be made by the City after the items awarded to a proposer have been received, inspected, and found to comply with award specifications, free of damage or defect and properly

invoiced. All invoices shall bear the purchase order number furnished by the City. Payment for partial shipments shall not be made unless specified in the proposal. Failure to follow these instructions may result in a delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.

7. **DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the City, Monday through Friday, unless otherwise specified.
8. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number. proposer shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The proposer shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal form.
9. **INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the proposal opening. Inquiries must reference the date of proposal opening and proposal number. Failure to comply with this condition will result in the proposer waiving his right to dispute the proposal.
10. **CONFLICT OF INTEREST:** No public officer or employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of or is doing business with the City; nor shall an officer or employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. Any member of the City Council or any City Officer or employee who willfully violates this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this provision with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the City shall render the contract or sale voidable by the City Manager or the City Council.
11. **AWARDS:** The City reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received when doing so is in the best interest of the City.
12. **ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of this offer by the City, the right is reserved to acquire additional quantities up to but not exceeding those shown on proposal at the prices proposed by the vendor. If additional quantities are not acceptable, the proposal sheets must be noted "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY." (THIS PARAGRAPH DOES NOT APPLY FOR A TERM CONTRACT.)
13. **SERVICE AND WARRANTY:** Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to this contract, and proposers must explain on an attached sheet to what extent warranty and service facilities are provided.
14. **SAMPLES:** Samples of items, when called for, must be furnished free of expense, on or before proposal opening time and date, and if not destroyed may, upon request, be returned at the proposer's expense. Each individual sample must be labeled with the proposer's name, manufacturer's brand name and number, proposal number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your proposal. If instructions are not received within this time, the commodities shall be disposed of by the City as, when and in the manner it deems necessary.

15. **PROPOSAL PROTEST:** The City's Purchasing Policy contains mandatory bid protest procedures which govern any protests of the terms of the RFP or any award or rejection of bids.
16. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the City in writing.
17. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding.
18. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful proposer to notify the City immediately upon learning of any such restriction, including a specific identification of the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.
19. **LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City, its agents, officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect of applicable requirements.
20. **PATENTS AND ROYALTIES:** The proposer, without exception, shall indemnify and hold harmless the City and its employees from liability of any nature or kind, including attorney's fees, costs, and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
21. **ADVERTISING:** In submitting a proposal, the proposer agrees not to use the results therefrom as a part of any commercial advertising unless approved by the City Manager or City Public Information Officer.
22. **ASSIGNMENT:** Any Contract, Agreement, Purchase Order, or the like issued pursuant to this RFP and the monies which may become due hereunder are not assignable except with the prior written approval of the City.
23. **LIABILITY:** The supplier shall hold and save the City, its officers, agents, and employees harmless from liability of any kind in the performance of this contract. The City does not waive sovereign immunity except as required by law.
24. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
25. **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

26. **CITY AND COUNTY TAXES, FEES, PENALTIES AND THE LIKE:** No proposal shall be accepted from, and no contract will be awarded to any person, firm or corporation that is in arrears to the City or to Okaloosa County for taxes, fees, penalties, or any similar government debt owed to the City or to Okaloosa County.
27. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** The City encourages and agrees to the successful proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful proposer.

IF THIS PROPOSAL IS FOR A TERM CONTRACT, THE FOLLOWING CONDITIONS SHALL ALSO APPLY:

28. **ELIGIBLE USERS:** All departments of the City are eligible to use this term contract. Such purchases shall be exempt from the competitive proposal requirements otherwise applying to their purchases.
29. **PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to the City. Price increases are not acceptable unless approved in writing by the City Manager.
30. **CANCELLATION:** All contract obligations shall prevail for at least one hundred eighty (180) days after the effective date of contract. After that period, for the protection of both parties, this contract may be cancelled in whole or in part by the City by giving thirty (30) days prior written notice to the other party. Otherwise, the terms of the contract shall be as provided in the contract resulting from this RFP.
31. **RENEWAL:** The City reserves the option to renew the period of this contract, or any portion thereof, for up to two (2) additional periods unless modified by Special Conditions of the RFP. Renewal of the contract period shall be in writing by the City.
32. **ABNORMAL QUANTITIES:** While it is not anticipated, should any unusual or abnormal requirements arise, the City reserves the right to solicit separate proposals for such abnormal quantities.
33. **FISCAL NON-FUNDING CLAUSE:** In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the proposer of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

IF THIS PROPOSAL IS FOR PERFORMING A SERVICE, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

34. **ALTERNATIVE PROPOSALS:** proposers offering service delivery methods other than those permitted by the scope of work may submit a separate envelope clearly marked "ALTERNATIVE PROPOSAL." Alternative proposals will be deemed non-responsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all proposals received to permit rewriting the scope of work to include the alternative method, or the alternative method may be considered for future requirements of the City.
35. **ANTITRUST:** By entering into a contract, the proposer conveys, sells, assigns, and transfers to the City all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the City under said contract.
36. **PROPOSER INVESTIGATIONS:** Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the proposer will rely. If the proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the proposer from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the proposer for additional compensation, contract time, or any other contract modification.

- 37. CERTIFICATES AND LICENSES:** The proposer, at time of proposal, shall possess the correct occupational licenses, all professional licenses, or other authorizations necessary to carry out and perform the work required by the City and Okaloosa County for this project pursuant to all applicable Federal, State and Local Laws, Statutes, Ordinances, and rules and regulations of any kind.
- 38. CHANGE IN SCOPE OF WORK:** The City may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the proposer that the scope of the project or of the proposer's services has been changed, requiring changes to the amount of compensation to the proposer or other adjustments to the contract unless such changes or adjustments have been made by written amendment to the contract signed by the City and the proposer. If the proposer believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the proposer, the proposer must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, the proposer will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.
- 39. PROPOSER PERSONNEL:** The City shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the proposer. If the City rejects staff or subcontractors, the proposer must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the proposer's employees and subcontractors is the responsibility solely of the proposer.
- 40. COST REIMBURSEMENT:** The proposer agrees that all incidental costs, including allowances for profit and tools of the trade, must be included in the proposal rates. If an arrangement is made between the proposer and the City to reimburse the proposer for the cost of materials provided in the performance of the work, the proposer shall be reimbursed in the following manner: The City shall reimburse the proposer on completion and acceptance of each assigned job, only for those materials actually used in the performance of the work that is supported by invoices issued by the suppliers of the proposer describing the quantity and cost of the materials purchased. No surcharge shall be added to the supplier's invoices or included in the proposer's invoice submitted to the City that would increase the dollar amount indicated on the supplier's invoice for the materials purchased for the assigned job.
- 41. EXCEPTIONS:** Proposers taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal form. Failure to indicate any exception will be interpreted as the proposer's intent to comply fully with the requirements as written. Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part, but nothing herein shall require the City to reject such proposals if acceptance is in the best interests of the City.
- 42. FAILURE TO DELIVER:** In the event the proposer fails to deliver services in accordance with the contract terms and conditions, the City, after oral or written notice, may procure the services from other sources and hold the proposer responsible for any resulting purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.
- 43. FAILURE TO ENFORCE:** Failure by the City at any time to enforce the provisions of the contract or demand strict performance shall not be construed as a waiver of any such provisions. Such failure to enforce or demand strict performance shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.
- 44. FORCE MAJEURE:** The proposer shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of God beyond the control of the proposer, unless otherwise specified in the contract.
- 45. INDEPENDENT CONTRACTOR:** The proposer shall be legally considered an independent contractor and neither the proposer nor its employees shall, under any circumstances, be considered servants or agents of the City and the City shall be at no time legally responsible for any negligence or any wrongdoing by the proposer, its servants, or agents. The City shall not withhold from the contract payments to the proposer any federal income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the City shall not provide

to the proposer any insurance coverage or other benefits, including Workers' Compensation normally provided by the City for its employees.

- 46. ORAL STATEMENTS:** No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in this contract. All modifications to the contract must be made in writing by the City.
- 47. QUALIFICATIONS OF PROPOSERS:** The proposer may be required, before the award of any contract, to show to the complete satisfaction of the City that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The proposer may also be required to give a past history and references in order to satisfy the City in regard to the proposer's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the proposer's qualifications shall include:
- The ability, capacity, skill, and financial resources to perform the work or service.
 - The ability to perform the work service promptly or within the time specified, without delay.
 - The character, integrity, reputation, judgment, experience, and efficiency of the proposer.
 - The quality of performance of previous contracts or services.
- 48. QUALITY CONTROL:** The proposer shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the proposer's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.
- 49. RECOVERY OF MONEY:** Whenever, under the contract, any sum of money shall be recoverable from or payable by the proposer to the City, the same amount may be deducted from any sum due to the proposer under the contract or under any other contract between the proposer and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the proposer.
- 50. REQUIREMENTS CONTRACT:** During the period of the contract, the proposer shall provide all the services described in the contract. The proposer understands and agrees that this is a requirements contract, and that the City shall have no obligation to the proposer if no services are required. Any quantities that are included in the scope of the work reflect the current expectations of the City for the period of the contract. The amount is only an estimate, and the proposer understands and agrees that the City is under no obligation to the proposer to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The proposer further understands and agrees that the City may require services in excess of the estimated contract amount and that the quantity actually used whether in excess of, or less than, the estimated contract amount and that the quantity actually used shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used. This numbered provision applies only to contracts for which unit prices are the basis of payment.
- 51. TERMINATION FOR CONVENIENCE:** The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the proposer of a written notice of termination of at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the proposer shall stop work on the date of the receipt of the notice or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- 52. TERMINATION FOR DEFAULT:** The City reserves the right to terminate the contract if the City determines that the proposer has failed to perform satisfactorily the work required, as determined by the City. In the event

the City decides to terminate the contract for failure to perform satisfactorily, the City shall give the proposer at least seven (7) days written notice before the termination takes effect. The seven-day period will begin upon the mailing of notice by the City. If the proposer fails to cure the default within the seven (7) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the proposer shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the proposer up to the date of termination that were accepted by the City prior to the termination. In the event the City terminates the contract because of the default of the proposer, the proposer shall be liable for all excess costs that the City is required to expend to complete the work under contract.

- 53. STATE AND FEDERAL EMPLOYMENT LAWS:** Proposers providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, Section 448.095, Florida Statutes, which requires entities contracting with the City to register for and utilize the “E-Verify” system operated by the U.S. Department of Homeland Security, and to require any subcontractors to likewise register for and utilize such system. Non-compliant proposers will be subject to contract sanctions, up to and including contract termination.

- 54. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** The proposer agrees to comply with Executive Order 12549 “Debarment and Suspension” and 2 CFR 180 “OMB Guidelines to Agencies on Government wide Debarment and Suspension.” These rules require all proposers using federal funds not be debarred or suspended from doing business with the Federal Government. This includes sub-recipients and lower-tier participants for covered transactions. Signing and submitting this document certifies the organization and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and further have not within the preceding three-year period 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 transaction, with either a Federal, State or local government entity.

GENERAL INSURANCE REQUIREMENTS

The proposer shall not commence work until the proposer has obtained all the insurance required under this heading, and until such insurance has been approved by the City, nor shall the proposer allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the City.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for which the certificates are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the City, and duly licensed to do business in the State of Florida.

The proposer shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of its employees to be engaged in work under this Contract and shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the proposer's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the proposer shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund. Statutorily authorized exemptions from Workmen's Compensation coverage are not permissible for any employee doing work on City property or performing work on City contracts.

The proposer shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The proposer shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the proposer.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Crestview, Florida must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverages are primary to all other coverage the City possesses for this contract only."

The City of Crestview, Florida shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

City of Crestview, Florida
198 North Wilson Street
Crestview, Florida 32536

No City Department or individual name should appear on the Certificate.
No other format will be acceptable.

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted.

The City requires a copy of a cancellation notice in the event the policy is cancelled. The City shall expressly endorse the policy as a cancellation notice recipient.

STATEMENT OF NO PROPOSAL

If you will not be bidding on this product/service, please help us by completing and returning only this page to:

**City of Crestview, Attn: City Clerk
198 North Wilson Street
Crestview, FL 32536**

Proposal # 23-08-23-P&R and Description: Concessionaire Services

We, the undersigned, decline to submit a proposal on the above project for the following reason(s):

<input type="checkbox"/> We are not able to respond to the Request for Proposals by the specified deadline.
<input type="checkbox"/> Our Company does not offer this product or service.
<input type="checkbox"/> Our current work schedule will not permit us to perform the required services.
<input type="checkbox"/> Specifications are incomplete or information is unclear (explain below)

<input type="checkbox"/> Other (Please specify below)

Company Name: _____
Telephone: _____ Email: _____

Name and Title of Individual Completing this Form: _____

REFERENCES

THIS SHEET MUST BE COMPLETED AND RETURNED WITH PROPOSAL

PROVIDE AT LEAST THREE NON-CITY REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED THE SAME OR SIMILAR SERVICES WITHIN THE LAST 2 YEARS.

	Company Name:	_____
	Address:	_____
Reference No. 1:	Telephone:	_____
	Contact Person:	_____
	Email Address:	_____

	Company Name:	_____
	Address:	_____
Reference No. 2:	Telephone:	_____
	Contact Person:	_____
	Email Address:	_____

	Company Name:	_____
	Address:	_____
Reference No. 3:	Telephone:	_____
	Contact Person:	_____
	Email Address:	_____

Proposers Name: _____

SPECIAL CONDITIONS

A. TERMS OF CONTRACT

The resulting contract will commence on award for a term of 36 months commencing on award. Upon the written mutual consent of both parties, this Agreement may be extended for up to two (2) two additional 12-month renewals.

B. PROHIBITION OF CONTACT/CONE OF SILENCE

Under no circumstances should any prospective organization or individual, or anyone acting for or on behalf of a prospective organization or individual, seek to influence or gain the support of any member of the City Council, public official or City staff favorable to the interest of any prospective organization or individual.

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time, Proposers, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, or elected officials.

Any Proposer who initiates any discussions or attempts to influence a member or members of the aforementioned class of City elected officials, staff, or representatives may be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the City Clerk,
- All communications occurring at Pre-Proposal Meeting(s),
- Oral presentations before publicly noticed committee meetings,
- Procurement of goods and services for Emergency situations, and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

C. ADDITIONAL REQUIREMENTS

Bidders must submit a minimum of three non-city references on the form provided. A completed and current IRS W-9 form is required with submission. Proof of insurance from the successful proposer is required at the time of proposal submission unless otherwise directed by the City, but in no event shall a contract award be made without submission of evidence of required insurance prior to award.

D. STATEMENT OF NO BID

If you will not be bidding on this producer/service, please help us by completing and returning the Statement of No Bid.

E. BID FORMAT

The Contract, if awarded, will be awarded based on the Proposal Requirements. To create a fair evaluation of proposals, all proposals must contain all elements in the PROPOSAL FORMAT & SUBMISSION section. The evaluation criteria will be provided to proposers in advance of submission of proposals. Upon review of the RFP, the committee may, but is not required to, schedule a presentation by some or all proposers.

F. QUESTIONS

Questions regarding this RFP must be received in writing **NO LATER THAN TEN CALENDAR DAYS PRIOR TO THE PROPOSAL CLOSING DATE TO ENSURE AN ANSWER IS PROVIDED PRIOR TO CLOSING.**

Direct all questions to: Maryanne Schrader, City Clerk, 198 N. Wilson Street, Crestview, Florida 32536, 850.682-1560 ext. 250, cityclerk@cityofcrestview.org

