

**REQUEST FOR PROPOSALS
FOR THE CITY OF FORT WALTON BEACH, FLORIDA**

GOLF COURSE RESTAURANT SERVICES / LEASE



Issued By:

**Purchasing Division
City of Fort Walton Beach, Florida
105 Miracle Strip Parkway SW
Fort Walton Beach, Florida 32548
(850) 833-9523
Fax (850) 833-9643
Website: <http://www.fwb.org/rfps>**

Date of Issue: August 24, 2021

Bid Opening: September 28, 2021 2:30PM local central time

RFP SCHEDULE – Tentative Dates:

Activity	Target Date	Location
RFP Issued by Purchasing	August 24, 2021	Websites; Annex Bulletin Board
Pre-Proposal Meeting	September 9, 2021	GC Clubhouse
Bid Opening (All Responses In by 2:30PM local time).	September 28, 2021	Annex Building
Evaluation Committee Meeting	October 13, 2021	Annex Building
Vendor presentations (if needed)	October 20, 2021	Annex Building
Award by City Council	November 16, 2021	Council Chambers
Lease/Contract negotiations	November, 2021	
Signed Lease/Contract	December 1, 2021	



REQUEST FOR PROPOSALS	
RFP 21-017 – Golf Course Restaurant Services / Lease	
Posting Date	August 24, 2021
Purchasing Contact	Giuliana Scott, Purchasing Manager 850-833-9523 / gscott@fwb.org
Opening Date & Time	September 28, 2021 2:30 PM, CST
Bid Opening Location	City Hall Annex Bldg, Purchasing Div. 105 Miracle Strip Parkway SW Fort Walton Beach, FL 32548
<u>Submission Information:</u> Proposals must be sealed and reference the RFP Number, Title, & Opening Date & Time on the outside envelope.	<u>Mail to:</u> Purchasing Division 105 Miracle Strip Parkway SW Fort Walton Beach, FL, 32548

The City of Fort Walton Beach, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications, and conditions set forth in this request are incorporated by reference in your response. Proposals will not be accepted unless all conditions have been met. The City is not responsible for lost or late delivery of proposals by any delivery service used by the Proposer. Proposals may not be withdrawn for a period of one-hundred & fifty (150) days after the RFP opening unless otherwise specified.

Note: A voluntary Pre-Proposal meeting will be held on September 9, 2021 at 10:00 a.m. at the City Golf Course Clubhouse – Main inside Lobby - at 1955 Lewis Turner Blvd, Fort Walton Beach, FL 32547.

Respondents are advised that from the date of release of this solicitation until award of the contract, no contact with City personnel related to this solicitation is permitted. All communications are to be directed to the Purchasing Representative and sole contact listed below. ANY SUCH UNAUTHORIZED CONTACT MAY RESULT IN THE DISQUALIFICATION OF THE RESPONDENT’S SUBMITTAL.

It is the intent and purpose of the City of Fort Walton Beach that this Request for Proposal promotes competitive proposals. It shall be the proposer's responsibility to advise the Purchasing Division at the address noted in the Special Conditions, if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Proposal to a single service provider. Such notification must be submitted in writing and must be received by the Purchasing Division no later than ten (10) days prior to the proposal opening date.

PURCHASING CONTACT FOR THIS PROPOSAL:

Giuliana Scott, Purchasing Manager
 Phone: 850-833-9523
 Fax: 850-833-9643
 Email: gscott@fwb.org

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SECTION 1

1.1 INTENT: The City of Fort Walton Beach, FL is seeking proposals from successful, appropriately experienced parties interested in submitting a sealed competitive proposal for the operation of food and beverage service at the Fort Walton Beach Golf Club.

1.1.1 It is the intention of the City to award one (1) contract for food and beverage services at the Fort Walton Beach Golf Club. However, the City will consider all proposals.

1.1.2 Concession fees will be determined in accordance with this Request for Proposal (RFP).

1.1.3 A contract and premises lease will be issued for selling food and beverages at the Fort Walton Beach Golf Club.

1.2 BACKGROUND: The Fort Walton Beach Golf Club currently has a food and beverage concessionaire. The current lease expires March 31, 2022.

1.2.1 Description of Lease Space - The facility is made up of the following space (measurements approximate): SEE EXHIBIT B FOR BUILDING FLOOR PLAN.

1.2.1.1	Grill dining area	919 SF
1.2.1.2	Bar area (included in the grill area)	Included
1.2.1.3	Serving counter area (included in the grill/banquet area)	Included
1.2.1.4	Kitchen area	759 SF
1.2.1.5	Veranda/covered storage (covered patio area)	2,861SF
1.2.1.6	Banquet area	<u>1,702 SF</u>
		6,241 SF apprx.

1.2.2 Kitchen Equipment/Furniture - The current tenant owns the kitchen equipment, and the existing agreement states the City shall have the first option of purchasing. All other furniture is property of the City.

1.3 LOCATION: The Fort Walton Beach Golf Club is located at 1955 Lewis Turner Boulevard across from the Okaloosa County Fairgrounds in the City Fort Walton Beach. The Fort Walton Beach Golf Club is a 36-hole golf facility (two championship golf courses). Approximately 50-55,000 rounds are played at this facility each year.

1.4 SITE VISITS: Individuals/parties interested in submitting proposals are encouraged to visit the Fort Walton Beach Golf Club. Site visitation arrangements can be made by calling the Golf Club Administrative office at 850-833-9664, Ext 0 (Tresha).

1.4.1 **A voluntary Pre-Proposal meeting will be held on September 9, 2021 at 10:00 a.m. at the City Golf Course Clubhouse, located at 1955 Lewis Turner Blvd, Fort Walton Beach, FL 32548. (Main lobby)**

1.4.2 Familiarity with Site Conditions: The responsibility for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding the performance thereof shall be the Proposer's.

1.5 TERM OF CONTRACT/LEASE: The City of Fort Walton Beach intends on selecting a food and beverage concessionaire at the earliest possible date to have minimal interruption in food and beverage services.

1.5.1 It is anticipated that the period(s) of the contract resulting from this Request for Proposals (RFP) will be an initial term of five (5) years. Additionally, the City may elect to have the selected Proposer provide services for two (2) additional (5) five-year extensions with mutual agreement of both parties.

1.5.2 Interested parties submitting proposals may select one (1) of the following lease options:

- Leasing dining room, bar, kitchen, and shared veranda area
- Leasing dining room, bar, kitchen and banquet space (previous Edwin Watts space)

1.6 SCOPE OF SERVICES:

1.6.1 Menu - The food service concession shall feature a menu appropriate for the clientele using these golf facilities.

1.6.2 Additional services - May include banquets, catering and a full-service restaurant operation. The City shall have sole discretion in determining what services may be appropriate at this location.

1.6.3 Mobile Cart Services - In addition to providing food and beverage service in the clubhouse, the selected Proposer will be required to provide and operate mobile “drink cart” service to players on both courses.

- The Golf Club will provide storage for the Proposer’s drink carts.
- The Proposer shall be responsible for the ownership and maintenance of the drink cart vehicles.
- The Proposer will also have the opportunity to supply vending service to the lighted driving range.

1.7 MENU:

1.7.1 The Proposer must include a sample menu noting anticipated fare to be offered in the concession area. Anticipated prices must be included for each meal and item. A suggested list in of available drinks, beverages and their prices must accompany the sample menu.

1.7.2 The Proposer agrees to provide for the public, at the concession site, food, drink and service of high standard, equivalent in quality and price to that generally furnished to the public at similar places, compared to size and scope in the city and surrounding areas. Prices of all items sold shall be posted in a conspicuous place at the concession area.

1.8 QUALITY OF SERVICES:

- 1.8.1 Concession operations shall be conducted to offer paramount service at all times. Food, drink and other items shall have consistent quality.
- 1.8.2 The Proposer shall operate concession facilities in a businesslike manner appropriate to the image of the Golf Club operation and the City of Fort Walton Beach.
- 1.8.3 The Proposer shall control and correct objectionable conduct, demeanor, and an appearance of its staff as requested by the City.

1.9 THE FACILITY MANAGER:

- 1.9.1 The Proposer shall hire and assign a full-time qualified and experienced food and beverage manager. This person will be physically on the premises or available to personally resolve problems during operating hours.
- 1.9.2 The manager and assistant managers shall be the authorized representatives of the Proposer and be entitled to act in all matters relating to the operation of the concessions. The City shall be advised, in writing, of the names of the manager and assistant managers, and the means by which they may be contacted in the event of an emergency.

1.10 STAFFING:

- 1.10.1 The Proposer shall bear all responsibility for the continuous staffing of the concession facility providing for prompt efficient customer service.
- 1.10.2 The Proposer shall adhere to all Federal, State and Local regulations pertaining to food service.
- 1.10.3 Labor relations, including hiring and firing, shall be the exclusive duty and right of the Proposer.

1.11 DAYS AND HOURS OF SERVICE:

- 1.11.1 The Proposer will keep the bar and grill open and will offer those services attendant to the operation of the bar and grill every day of the year, except for Christmas Day. The Golf Club is open, during daylight hours, weather and events of force majeure permitting. Hours will be agreed upon between the City and Proposer. The Proposer may remain open for evening events but must vacate the property by midnight. The Golf Club Manager may make adjustments to the hours of operation for the convenience of Golf Club operations.
- 1.11.2 The City will encourage those persons holding golf outings or events to contract with Proposer to provide food and beverage for catered events but in no way will the City interfere with their freedom to contract. The Parties agree that tax-exempt entities, using the facilities for charity events or City events, are not required to use the Proposer's services.

1.12 EQUIPMENT AND PROPERTY:

- 1.12.1 The Proposer is responsible for providing all furniture in the facility. The existing furniture in the restaurant and on the Veranda is property of the City and can be utilized.
- 1.12.2 Any furniture replacement will be at the expense of the successful Proposer.
- 1.12.3 The kitchen equipment is property of the current tenant, and the City has the first right of refusal to purchase the equipment.

1.13 MAINTENANCE OF EQUIPMENT:

- 1.13.1 The Proposer shall maintain all equipment in good condition, whether owned by the City or by the Proposer. City property shall be subject only to such depreciation as may result from ordinary wear and tear resulting from ordinary use.
- 1.13.2 The Proposer shall be the insurer of the City against the risk of loss or theft or damage as a result of the Proposer negligence to any fixtures, equipment or personal property owned by the City which is located at the concession site.
- 1.13.3 The Proposer shall promptly repair or replace the same within five (5) days of such loss, damaged or theft.

1.14 MAINTENANCE OF PREMISES:

- 1.14.1 The Proposer shall be responsible for maintenance of the concession area (all leased areas inside the building). The Proposer, at its sole cost and expense, whether the same is the property of the Proposer or of the City, shall promptly repair, replace and at all times maintain in good condition the interior of the premises, including:
 - Air conditioning equipment
 - Heating units
 - Electrical fixtures and equipment
 - Electrical installation
 - Store fixtures
 - Store equipment and machinery & hardware
 - Plumbing
 - Plumbing equipment and fixtures
 - All interior painting or decorations of every kind
 - All door and window glass and plate glass

1.14.2 Such repairs and replacements shall be made by persons approved in advance in writing by City and the same shall be and become the property of the City.

1.14.3 The City will be responsible for the following:

- Fire alarms & security systems
- Pest control

1.15 DESTRUCTION OF PREMISES:

1.15.1 In the event that the concession site is destroyed or damaged by fire or other casualty so as to render it untenable, this contract shall be suspended until such time as the premises are rendered again tenable.

1.15.2 If the City elects not to render the premises tenable again, it shall notify the Proposer and, upon issuing such notice, this contract shall be immediately terminated. City will notify the concessionaire of its direction within thirty (30) days.

1.16 SIGNAGE: For purposes of this section, the term 'sign' shall be understood to include sound from audio equipment, flashing, flickering or moving lights or lighting devices.

1.16.1 The Proposer may provide interior signs not directed outward of its leased space at its discretion.

1.16.2 Upon the approval of the Golf Club Manager and at its own expense, the Proposer will be allowed to attach one sign to the exterior of the building, in a style and material consistent with the building construction. Upon the approval of the Golf Club Manager and at its own expense, the Proposer will be allowed to incorporate a ground sign into the facility entrance sign location in a style and material consistent with the construction.

1.16.3 All signage must be acceptable under the Fort Walton Beach City Code of Ordinances. The Proposer will be required to obtain the required permits from the City to install signage.

1.16.4 No advertising signs will be permitted at the site without the written consent of the City.

1.17 UTILITIES: The Proposer shall provide their own separately metered utilities. This includes:

- Electricity
- Water and sewer
- Natural gas
- Solid-waste disposal & commercial recycling
- Phone service

- Cable service
- Internet service

1.18 SANITATION:

- 1.18.1 The Proposer shall keep all fixtures, equipment and personal property, whether owned by the Proposer, the City or third parties, in a clean, sanitary and orderly condition at all times.
- 1.18.2 The Proposer shall conduct the concessions strictly in accordance with all applicable code requirements, including but not limited to, the Health Department of Okaloosa County, State of Florida and Federal government rules and guidelines.
- 1.18.3 The Proposer shall also be responsible for maintaining the floors in the kitchen, storage areas, the dining room and the veranda.
- 1.18.4 The Proposer shall keep clean the trash areas. The Proposer will be responsible to dispose of trash collected in dumpsters contracted through the City of Fort Walton Beach Sanitation Department.
- 1.18.5 The City will furnish exterminating services on regular basis as part of the common area charges.
- 1.18.6 The Proposer shall also be responsible for costs incurred in cleaning of the grease trap.

1.19 INSPECTION BY THE CITY:

- 1.19.1 The City's staff and agent may make periodic inspections of the concession premises and equipment to determine if they are being maintained in a neat and orderly condition.
- 1.19.2 The Proposer shall be required to make any improvements in cleaning or maintenance methods requested by the City.
- 1.19.3 Such periodic inspections may also be made to determine whether the Proposer is operating in compliance with the terms and conditions of the contract.

1.20 LICENSING: The Proposer shall be responsible for securing all necessary permits and licenses for the operation of the concession. This shall include, but not be limited to:

- Building permits,
- Occupational health permit,
- Food-service inspection, and beverage license. The Proposer must be able to acquire and maintain Beverage license.

1.21 SALES AND USE TAX, PROPERTY TAXES:

- 1.21.1 The Proposer shall be liable for the prevailing State of Florida sales and use tax and property taxes imposed on rent for amount payable to the City under the contract. This sales and use the tax shall be payable to the City which in turn shall remit it, less authorized handling deductions, to the state.
- 1.21.2 The Proposer shall pay promptly all taxes, excise or license fees of whatever nature, applicable to this operation, and take out and keep current all licenses, municipal, state or federal, required for the conduct of business.
- 1.21.3 The Proposer shall not permit any of said taxes, excise or license fees to becoming delinquent.
- 1.21.4 The Proposer further shall at all times maintain adequate worker compensation insurance with an authorized insurance company, insuring the payment of compensation to all employees engaged in the operation of said concession.
- 1.21.5 The Proposer also shall not permit any mechanic's or supplier's lien, or any other lien to be imposed upon the property or part or partial thereof, by reason of any work or labor performed, or materials furnished by any mechanic or supplier to the concession or upon order regarding the property or the concession herein granted.
- 1.21.6 The Proposer shall make available upon request, duplicate receipts or other satisfactory evidence showing the prompt payment of social security, unemployment compensation and all taxes and fees referred to, and showing that workmen's compensation insurance and all required licenses are in good standing.
- 1.21.7 The Proposer shall pay promptly when due all bills, debts and obligations incurred in connection with the operation of the concession. They shall not permit it to become delinquent and suffer no lien, mortgage, judgement, execution or adjudication in bankruptcy which will in any way impair the rights of the City under this agreement.

1.22 REPORTS AND RECORDS:

- 1.22.1 The Proposer shall maintain during the terms of the contract all books of account, reports, and records customarily used in this type of the operation. The form of all such records and reports shall be subject to approval by the City's Finance Director.
- 1.22.2 Monthly Reports - On or before the 10th day following the end of each calendar month, throughout the term of the contract, the Proposer shall furnish to the City's Finance Department and Golf Club Manager the report of gross receipts earned during the preceding calendar month, on forms approved by the City. The Proposer certifying to the accuracy of the monthly gross receipts shall sign the report.
- 1.22.3 Annual Certified Report - The Proposer shall submit to the City's Finance Department, at the Proposers expense and within 90 days following each

twelve (12) month period under the contract, a certified report prepared and attested to by an independent Certified Public Accountant, as to the corrected gross receipts per month arising from the concessions operations; prepared in conformance with the American Institute of Certified Public Accountants requirements for Special Reports.

- 1.22.4 **The Proposer agrees that it will keep and preserve for at least three (3) years all sales slips, cash register tapes, sales of books, cash deposit receipts, bank books, or duplicate deposit slips, electronic records and other evidence of gross receipts and business transacted for the contracted period. During normal business hours, the City or its agents may audit and examine all records relating to the Proposer's operation of the concession.**

1.23 LEASE PAYMENTS:

- 1.23.1 Base Rent - Lease payments will be based on a per square foot of interior floor space and a per square foot of exterior veranda (covered porch).
- 1.23.2 Gross Receipts - An additional % of gross receipts charge will apply after the Proposer reaches an agreed upon natural break. Gross receipts are defined as sales for cash or credit, less applicable sales tax and added gratuities, if any. The Proposer will be required to provide a monthly recap of gross receipts for the previous month by the 10th day of the following month.
- 1.23.3 Common Areas - In addition to the base rent, the Proposer shall pay an additional amount based on the percentage of clubhouse space occupied. This amount is the Proposer's share of the City's common area expenses. The "Common Area Charges" will be based on the City's actual costs for building insurance, maintenance of interior and exterior common space, exterior parking lot and entrance way lighting, alarm services and pest control.
- Currently, common area charges applied to the existing lease are approximately \$250/mo.
- 1.23.4 Payment Schedule - Lease payments are due by the 5th of each calendar month. Payments shall not be contingent upon the profitability of the concession's operations. The City of Fort Walton Beach makes no guarantee of profitability for this operation. Any expenses and losses are to be borne exclusively by the Proposer.

1.24 LATE PAYMENTS:

- 1.24.1 Failure to pay the lease payment before the respective dates provided for in this agreement shall be subject to interest at the rate of ten percent (10%) per annum from the date of payment until such time as the payment is actually received by the City.

2.0 GENERAL TERMS & CONDITIONS OF PROPOSALS AND CONTRACT:

2.1 PUBLIC OPENING: All proposals will be publicly opened and the list of proposers read aloud at City Hall Annex Building, Office of Purchasing Division, 105 Miracle Strip Parkway SW, Fort Walton Beach, FL at the time specified and will be made available for public inspection within THIRTY (30) days after the proposal opening or when an award decision is made, whichever is later.

2.2 AMERICANS WITH DISABILITIES ACT: The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at clerk@fwb.org to make a request. For Hearing Impaired the TDD line that is honored throughout the United States is the Telecommunications Relay Service (TRS) and can be reached by dialing 711. Below is a link with the details: https://www.fcc.gov/sites/default/files/telecommunications_relay_service.pdf.

2.3 CONTRACT AND/OR LEASE REQUIRED: The City and the successful proposer shall enter into a Contract And/or Lease for Services / Equipment that will include, but not be limited to, the following terms and conditions:

- 2.3.1 Independent Contractor Status; Indemnity: At all times the winning Proposer will be an independent contractor and shall, therefore, agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Contract whether by act or omission of the Proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.
- 2.3.2 Copyrighted, Confidential Information: If applicable, the proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product, or device which is the subject of patent rights or copyrights. Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit, or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Proposer shall pay all damages and costs awarded against the City.
- 2.3.3 Time Is Of the Essence: A condition that time is of the essence for the proper provision of services of the Contract and that the successful proposer will conduct all required work diligently and as specified by the City.
- 2.3.4 Assignment: The successful proposer may not assign, transfer, or otherwise dispose any rights or obligations of the Contract without prior written consent of the City.

- 2.3.5 Termination for Convenience: The City may terminate for its convenience at any time, in whole, or in part, any proposal award. In the event of termination for convenience, the City's sole obligations will be to reimburse Proposer for (1) those goods and/or services actually shipped /performed and accepted up to the date of termination, and (2) costs incurred by the Proposer for unfinished goods, which are specifically manufactured for the City and which are not standard products of the Proposer, as of the date of termination, and a reasonable profit thereon. In no event is the City responsible for loss of anticipated profit nor will reimbursement exceed the proposal value.
- 2.3.6 Termination for Default: The City may terminate all or any part of an award resulting from this proposal, by giving notice of default to the Proposer, if the Proposer: (1) refuses or fails to deliver the goods or services within the time specified, (2) fails to comply with any of the provisions of this Proposal or so fails to make progress as to endanger performance hereunder, or, (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors.
- 2.3.6.1 In the event of termination for default, the City's liability will be limited to the payment for goods and/or services delivered and accepted as of the date of termination.
- 2.3.6.2 The City may also require the Proposer to reimburse the City for the re-procurement cost incurred by the City as a result of re-awarding or completing the Contract.
- 2.3.6.3 The City may at its sole discretion waive a default by the Proposer, but no such waiver, and no failure by the City to take action shall be deemed a waiver of any subsequent default.
- 2.3.7 Failure To Execute Contract/Lease: Failure of the successful proposer to enter into a contract & lease in the prescribed time may be cause for cancellation of the award to that proposer. In the event the award is cancelled, the award may then be made to the second lowest responsive and responsible proposer, or the City may reject all of the proposals. Proposers who default are subject to suspension and/or removal from the City's Proposers List.
- 2.3.8 Right To Audit Records: The City shall be entitled to audit the books and records of a Proposer or any sub-contractor to the extent that such books and records relate to the performance of such contract or sub-contract. Such books and records shall be maintained by the Proposer for a period of three (3) years from the date of final payment under the prime contract and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

2.3.9 PUBLIC RECORDS

IF AWARDED PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AWARDED PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK – CITY OF FORT WALTON BEACH
107 MIRACLE STRIP PARKWAY SW
FORT WALTON BEACH, FLORIDA 32548
850-833-9509 clerk@fwb.org**

- 2.3.9.1 Awarded Proposer shall keep and maintain public records required by the City to perform the services contained in this Agreement. Upon request from the City's custodian of public records, awarded Proposer shall provide the City 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 costs provided for in Chapter 119, Florida Statutes or as otherwise provided by law.
- 2.3.9.2 Awarded Proposer shall 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 the contract if the awarded Proposer does not transfer the records to the City.
- 2.3.9.3 Upon completion of the contract, awarded Proposer shall transfer, at no cost, to the City all public records in possession of the awarded Proposer or keep and maintain public records required by the City to perform the service. If awarded Proposer transfers all public records to the City upon completion of the contract, awarded Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If awarded Proposer keeps and maintains public records upon completion of the contract, awarded Proposer shall meet all applicable requirements for retaining public records.
- 2.3.9.4 All public records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- 2.3.9.5 Failure of awarded Proposer to comply with the City's request for records or any other provisions contained in this paragraph, shall be deemed a material breach of this contract and the parties agree that the City may seek immediate relief through a court of law as outlined in Section 119.11, Florida Statutes.
- 2.3.9.6 If awarded Proposer fails to provide the public records to the City within a reasonable time awarded Proposer may be subject to penalties under Section 119.10, Florida Statutes. If it is found that awarded Proposer has unlawfully refused to comply with a public records request within a reasonable time, and if the Notice requirements of Section 119.0701(4), Florida Statutes have been met, the City will be entitled to recover all reasonable costs and attorneys' fees for such violation in accordance with Section 119.0701(4), Florida Statutes.
- 2.3.10 Fiscal Year Funding Appropriation: Unless otherwise provided by this request, the contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract.
- 2.3.10.1 Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of funds by the City Council for any additional years.
- 2.3.11 Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods: When funds are not appropriated or otherwise made available to support continuation of the contract in any subsequent fiscal period, the contract may be terminated or modified. If the contract is terminated, the Proposer shall be entitled to reimbursement for any work delivered or conducted pursuant to the contract.
- 2.3.12 Indemnification/Hold Harmless Agreement: Proposer shall, in addition to any other obligation to indemnify the City of Fort Walton Beach and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City of Fort Walton Beach, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting or claims to have resulted in whole or in part from any actual or alleged act or omission of the Proposer, any sub-contractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the Work; or b) violation of law, statute, ordinance, governmental administration order, rule regulation, or

infringement of patent rights by Proposer in the performance of the Work; or c) liens, claims or actions made by the Proposer or any sub-contractor or other party performing the Work.

2.3.12.1 The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar, or the amounts of Insurance required in this section.

2.3.12.2 Any cost of expenses, including attorney's fees, incurred by the City of Fort Walton Beach to enforce this agreement shall be borne by the Contractor.

2.3.12.3 The Proposer, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions specified in this RFP. In the event the proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the proposer's insurance coverage, policies, or capabilities may be grounds for rejection of the proposal and rescission of any awarded contract.

2.4 **PROPOSER'S CERTIFICATION FORM:** Each proposer shall complete the "Proposer's Certification" form included with this Request for Proposals and submit the form with the proposal. The form must be acknowledged before a notary public and have the notary seal affixed. Proposals may be rejected if the Proposer's Certification form is not submitted with the proposal.

2.5 **DRUG FREE WORKPLACE CERTIFICATION:** By submitting the Drug Free Workplace Form as part of this Request for Proposals, you are certifying that your company is a drug-free workplace in accordance with Chapter 287.087 of the Florida Statutes.

2.6 **PUBLIC ENTITY CRIMES:** A person or affiliate, as defined in Chapter 287.133 of the Florida Statutes, 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 Chapter 287.01 of the Florida Statutes for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

2.7 FLORIDA PROMPT PAYMENT ACT:

- 2.7.1 Proper Statement: For purposes of accounting and payment procedures, a proper statement by the vendor shall include at least the following information:
- 2.7.1.1 Description, including quantity, of the goods or services sold at City events, reasonably sufficient to identify the goods or services.
 - 2.7.1.2 Amounts generated, applicable sales tax, and the net payment.
 - 2.7.1.3 Full name of the vendor, contractor or other party who has supplied the goods and/or services including a mailing address in case of a dispute, and a telephone number.
 - 2.7.1.4 The contract number as supplied by the City.
 - 2.7.1.5 Identification by office, division, or department of to whom the goods or services were delivered or provided.
- 2.7.2 Delivery Of Invoice: All statements, to be considered a proper monthly statement, shall be delivered to Accounts Payable, Finance Department, City of Fort Walton Beach, 107 Miracle Strip Parkway SW, Fort Walton Beach, Florida, 32548.
- 2.7.3 Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements that those requirements have been complied with.
- 2.7.4 Statement Dispute Procedure: If there is a dispute between the City and Proposer regarding a statement, the City or Proposer may initiate this dispute procedure. Either party can initiate the dispute procedure, by providing the other party, in writing, notice of a dispute and stating the specifics of the dispute. The parties shall exchange all materials and information to support their claims and provide a copy of all materials and information to the Finance Director. The Finance Director shall review all materials and information and conduct a meeting with the Proposer and the responsible City office, division, or department. The proceeding to resolve the dispute shall be commenced no later than 45 days after the date on which the payment was due to the City. The Finance Director shall then issue a written final decision no later than 60 days after the date of notice of the dispute.

2.8 CONFLICTS: The proposer acknowledges and warrants that no one was paid, or has agreed to pay, a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified in this request for proposal.

2.9 PURCHASE CONTRACTS WITH OTHER GOVERNMENT AGENCIES: The submission of any proposal in response to this request for proposal constitutes a proposal made under the same terms and conditions, for the same contract prices and/or fee schedules to other governmental agencies within the State of Florida, unless otherwise stipulated by the proposer within the proposal documents.

2.10 INSURANCE & PERFORMANCE BONDS: Insurance and/or performance bond coverage may be required by the Contract. Such insurance or bond shall be in effect for the term of the contract. Should a Proposer fail to provide acceptable evidence of current insurance and/or a performance bond within seven (7) days before the expiration date of an insurance policy or bond, the City shall have the absolute right to terminate the Contract without any further obligation to the Proposer. (See also Section 2.12 & Section 3.9.)

2.11 BID BOND REQUIREMENTS: Bid bond will not be required.

2.12 INSURANCE: Proposers must be eligible for and provide evidence of insurance coverage, which equals or exceeds the City’s minimum standards for the project. All insurance required must be provided by a company licensed to do business in the State of Florida and with an A.M. best rating of at least A-. Proof of Insurance must accompany the signed contract.

2.12.1 Workers Compensation -

The Proposer shall procure and maintain, for the life of this Contract/Agreement, Worker’s Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer’s Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any subcontractor that does not have their own Workers’ Liability Insurance.

- 2.12.1.1 Coverage A: in conformity with Florida Statutes
- 2.12.1.2 Coverage B: **\$1,000,000/\$1,000,000/\$1,000,000**

2.12.2 Commercial General Liability - The Proposer shall procure and maintain, for the life of this Contract/Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

- Coverage: Each occurrence for:
- 2.12.2.1 Bodily Injury/ Property Damage: \$1,000,000
 - 2.12.2.2 Personal and Advertising Injury: \$1,000,000
 - 2.12.2.3 Products/Completed Operations Aggregate: \$2,000,000

2.12.2.4	General Aggregate:	\$2,000,000
2.12.2.5	Fire Damage:	\$500,000
2.12.2.6	Medical Payments:	\$10,000
2.12.2.7	Contractual Liability where applicable	

2.12.3 Business Automobile Liability: The Proposer shall procure and maintain, for the life of the Contract/Agreement, Business Automobile Liability Insurance.

2.12.3.1 Combined single limit for bodily injury and/or property damage \$1,000,000.

2.12.3.2 This coverage shall include the following provisions: the City of Fort Walton Beach shall be an additional insured; the policy shall not be cancelled unless the City is given at least thirty (30) days advanced notice; contractual liability; any coverages which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated; and symbol "1" (Any Auto) or the equivalent shall be used to designate which autos are insured.

2.12.3.3 Combined Auto Single Limit (BI/PD): \$1,000,000

This coverage shall include the following provisions:

- The City of Fort Walton Beach shall be an additional insured.
- The policy shall not be cancelled unless the City is given at least 30 days' notice.

2.12.3.4 In the event the Proposer does not own any vehicles, we will accept the hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the Proposer indicating the following:

"Company Name" does not own any vehicles.

In the event we acquire any vehicles throughout the term of this Contract/Agreement,

"Company Name" - agrees to purchase "Any Auto" or "Comprehensive Form" coverage as of the date of acquisition.

Proposer's Signature

2.12.4 Other Property Insurance Coverages:

2.12.4.1 Proposer shall be responsible for insuring its own inventory, furniture, fixtures and cash.

2.12.4.2 Proposer shall purchase insurance which protects the City for loss of Rental income in the event a suspension of operation occurs. Minimum six (6) months of coverage.

2.12.4.3 The City may, at its option, require Proposer to pay for additional City-paid premiums resulting from Business practice changes made by the Proposer.

2.12.5 Liquor Liability - The Proposer shall procure and maintain for the life of this Contract/Agreement a Legal Liquor Liability Policy with a limit of \$1,000,000 for the dispensing of fermented malted beverages.

The insurance certificate shall name the City as an additional insured and shall specify that the insurance carrier must advise the City, in writing, 30 days before cancellation of any policy.

2.12.6 Umbrella \$3,000,000 each occurrence / \$3,000,000 aggregate
 \$3,000,000 Products/Completed Operations aggregate.

The insurance certificate shall name the City as an additional insured and shall specify that the insurance carrier must advise the City, in writing, 30 days before cancellation of any policy.

2.12.7 Policy Provisions – All coverages above shall include the following provisions:

2.12.7.1 The City of Fort Walton Beach shall be an additional insured under any General Liability, Business Auto, Liquor Liability and Umbrella Policies using an ISO Additional Insured Endorsement form CG2012 or its equivalent.

2.12.7.2 Coverage shall apply as Primary and non-contributory.

2.12.7.3 Waiver of Subrogation in favor of the City of Fort Walton Beach, Florida.

2.12.7.4 The policy shall not be cancelled unless the City is given at least thirty (30) days advance notice. Notice will be delivered in accordance to Policy Provisions.

2.12.7.5 Contractual liability and any coverages which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated.

2.13 LOCAL MERCHANT PREFERENCE: In accordance with Section 4.01.02 of the City of Fort Walton Beach Code of Ordinances, in operating within the policy of purchasing quality to suit the intended purpose at the least expense, every effort will be made to purchase from merchants located within the City.

- 2.13.1 If all bids/proposals received in response to a competitive procurement are for the same total amount or unit price, quality and service being equal, the procurement shall be awarded to the local merchant.
- 2.13.2 Local Merchant will be an evaluation criteria in all RFP competitive solicitations and will be assigned a weight of 5%. If the proposer meets the definition of a local merchant, as defined in Section 2.18 of the City's Purchasing Policies and Procedures, the proposal will be awarded 5 points by each evaluation committee member.
- 2.13.2 Exception to this Local Merchant Preference policy shall apply to:
- 2.13.2.1 Purchases or contracts made under an emergency situation, as defined by Section 2.14 of the City's Purchasing Policies and Procedures.
- 2.13.2.2 Purchases funded in whole or part by a governmental agency (grant purchases).
- 2.13.3 The City Council may waive application of the local merchant preference.

2.14 MINORITY-OWNED / WOMAN-OWNED / SERVICE-DISABLED VETERAN-OWNED / VETERAN-OWNED BUSINESS ENTERPRISE: Certification as a MBE/WOB/SDVOB/VOB will be an evaluation criteria in all RFP competitive solicitations and will be assigned a weight of 5%. If the proposer meets the definition of one of the categories listed here, as defined in Section 2.20 of the City's Purchasing Policies and Procedures, the proposal will be awarded 5 points by each evaluation committee member.

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3.0 SPECIAL TERMS AND CONDITIONS

- 3.1 Rules, Ordinances, and Laws - The Proposer shall observe, obey, and comply with all applicable ordinances and rules adopted by Federal, State and local governmental units and agencies having jurisdiction applicable to the Proposer concession operations.
- 3.2 Assignment and Subleasing
 - 3.2.1 The Proposer shall not sublease the concession premises in whole or in part, nor assign the contract or any rights or obligations there under to any other person, or change ownership or name without first obtaining the City's written approval.
 - 3.2.2 All terms and conditions of the original contract shall extend to and be binding on any in all successors, societies and sub-leases approved by the city.
- 3.3 Cancellation by the City – The City reserves the right to terminate the contract shall any of the following occur:
 - 3.3.1 Institution of proceedings for involuntary bankruptcy by the Proposer.
 - 3.3.2 Institution of proceedings in involuntary bankruptcy against the Proposer if such proceedings continue or a period of 90 days.
 - 3.3.3 Assignment by Proposer for the benefit of creditors.
 - 3.3.4 Abandonment by the Proposer for five days or discontinuation of operations here under.
 - 3.3.5 Total or partial destruction of concession premises by fire or any other casualty.
 - 3.3.6 Failure of the Proposer to follow the requirements stated herein.
- 3.4 The City shall have the right to terminate the contract for nonpayment any sum due, when nonpayment continues for a period of 30 calendar days after the due date for such payment.
 - 3.4.1 Before termination, the City shall send to Proposer a written notice of termination of contract by via registered mail at least 15 days in advance of the termination date.
 - 3.4.2 If the Proposer pays all sums and interest due within a 15 days' notice, termination shall not occur.
 - 3.4.3 However, should such termination proceedings be initiated three times or more in any 12-month period, the City shall have the right to immediately terminate the contract, without further notice.

- 3.5 The City shall have the right to terminate the contract after 30 days written notice is sent to the Proposer, via registered mail, of the occurrence of one or more of the following:
- 3.5.1 Non-performance of any term or condition of the contract, or any other action or inaction constituting a breach of the Proposer, and failure of the Proposer to remedy such a breach.
 - 3.5.2 The conduct of any business or the merchandising of any product or service not specifically authorized in here and.
 - 3.5.3 A final judicial determination that any litigation instituted by the Proposer against the City was groundless or frivolous to the extent those attorneys' fees may be awarded pursuant to section 57.105, Fla. Statutes.
 - 3.5.4 Should the Proposer correct offending occurrence within the 30-day notice period, termination shall not occur.
- 3.6 The Proposer shall have the right to terminate the contract upon the 30 days' written notice sent to the City by registered mail, upon the occurrence of any of the following:
- 3.6.1 Issuance by a court of competent jurisdiction of any pertinent injunction substantially restricting the use of the facilities for commercial purposes, with the injunction remaining in force for 90 calendar days or more.
 - 3.6.2 A breach by the City of any of the terms or conditions of the contract, and failure of the City to remedy such breach during a period of 30 calendar days after receipt of written notice sent via registered mail of existence of such a breach.
 - 3.6.3 The assumption by the United States government or any agency thereof, or any other governmental agency, or the operation, control or use of the concession or any substantial part thereof in such a manner as to substantially restrict the Proposers operations for a period of 90 calendar days or more.
- 3.7 Administration of the Contract: The administration of the food and beverage concession lease will fall under the responsibility of the Golf Club Manager.
- 3.8 City's Right of Approval: The City Reserves the right to review and shall have the final approval for the following:
- Interior Furnishings
 - Hours of operation
 - Menu and prices
 - Review of management and employees
 - Future renovations
 - Entertainment
 - Advertising
 - Signage

In reserving these rights, the City does not intend to interfere with normal operations of the concession. Rather, these rights shall serve as safeguards against improper operation.

- 3.9 Bond Requirements: (To be determined at time of lease)
- 3.9.1 A Performance Bond equal to one hundred percent (100%) of the Contract price will be required.
- 3.9.2 Labor & Material Payment Bond equal to one hundred (100%) of the Contract price will be required.
- 3.9.3 A document that is acceptable by State, Counties and Municipalities, will be used for both bonds. Performance and Labor & Materials Payment bonds shall accompany the contract and meet the following requirements:
- 3.9.3.1 The Bond(s) shall be signed, sealed and dated no earlier than the Contract date.
- 3.9.3.2 The Bond(s) shall specifically refer to the contract, by date.
- 3.9.3.3 Performance and Payment Bonds will be required on an annual basis for the term of the Contract.
- 3.10 Florida Sales Tax:
- 3.10.1 The City is a governmental agency and a political subdivision under Florida law. Purchases by the City under this Contract are exempt from Florida sales tax: The City's tax-exempt number is 56-04-018992-54C.
- 3.10.2 No purchase made by any entity is qualified to be exempt other than those made directly by the City. The City's sales tax exemption does not apply to goods and services purchased separately by a Proposer in connection with its fulfillment of its Contract obligations.
- 3.10.3 The Proposer shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the Contract work.

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4.0 SUBMISSION REQUIREMENTS AND OTHER PROPOSAL TERMS

4.1 **SUBMISSION REQUIREMENTS: In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified.** Complete all areas requesting information in the RFP, and address them following in the order listed:

4.2 PROPOSAL FORMAT: Proposals shall include the following order:

4.2.1 Table of Contents - clear identification of the material by section and by page number

4.2.2 Title Page – Show:

- Proposer’s company/firm name
- Address
- Telephone #
- Lead contact person(s) who are authorized to represent your firm in the bid process.

4.2.3 Letter of Transmittal (1–2 pages)

4.2.3.1 Briefly state the proposer’s understanding of the work to be done and make a positive commitment to perform the work.

4.2.3.2 Explain why the Proposer feels it should be awarded the contract for food concession services at the Fort Walton Golf Club.

4.2.3.2 Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses (email & physical) and telephone numbers.

4.2.3.3 Proposer’s warranty - State this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this Request for Proposal. The Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

4.2.4 General Information Page:

4.2.4.1 Legal Status - State if business is local, national or international and indicate the business legal status (corporation, partnership, etc.).

4.2.4.2 Date of incorporation or organized; State of incorporation.

4.2.4.3 Number of years in restaurant/food concessions industry.

4.2.4.3 Primary office of company/firm.

4.2.4.4 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

4.2.4.5 Indicate whether the business is a parent of subsidiary in a group of firms/agencies.

4.2.4.6 Firms submitting proposals as a joint venture shall submit to the City, as a part of their proposal, a copy of joint agreement.

4.2.5 Scope of Work - This section of the proposal should explain the scope of work as understood by the Proposer and detail the approach, activities and work products as set forth here. Additionally, this section shall include the following:

4.2.5.1 Proposer's menu(s) and Pricing (See Section 1.6)

4.2.5.2 Additional Services (See Section 1.6)

4.2.5.3 Mobile Cart Services (See Section 1.6)

4.2.5.4 Proposer's strengths; other considerations

4.2.5.5 Qualifications/Experience of Proposer/Staff who will provide the services. Include:

1. Business Qualifications of the Proposer's business, including description of the firm's experience.
2. Staff Qualifications of key staff (manager, assistant manager and individuals who will perform the work/services); relevant education, or professional courses and experience and similar work.
3. References - Provide at least three (3) current and pertinent financial references (name, address and phone number) that the City may contact in relation to the Proposer's financial stability in this type of work.
4. References - List at least three (3) former clients or lessors (name, address and telephone number) that can serve as a reference on similar past work/restaurant leases.
5. Performance statement – Specify Proposer's expectations of accomplishment in the first year of operation and thereafter.

4.2.5.6 Vision – You may also include an open-ended discussion of your firm's vision of the services to be offered at the Golf Course Clubhouse as well as examples of your approach, activities & works products of your business such as:

- Plans for the future Methods of operation
- Types of uniforms used
- Menu and food selection process
- Schedule of hours of operation
- Labor scheduling/staffing
- Equipment maintenance schedule
- Sanitation policies
- Proposed site improvements

4.2.5.7 Workload – Indicate current and anticipated workload and availability.

4.2.6 Other Supporting Documentation:

4.2.6.1 Provide statement of the Proposer's financial stability, including information as to current or prior bankruptcy proceedings, if any.

4.2.6.2 Provide a summary of any litigation filed against the Proposer in the past three (3) years which is related to the services that the Proposer provides and the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome and the monetary amount involved, if any.

4.2.6.3 Evidence of the current levels of the insurance for general liability, workmen's compensations and automotive liability, etc.

4.2.6.4 Legal Status –

- If Proposer is a Corporation, provide certification from the Secretary of State or verifying of the Proposer's corporate status and good standing;
- For out-of-state businesses, provide evidence of authority to do business in the State of Florida.
- Provide the federal tax ID number of the Proposer.

4.2.7 Contract Terms


4.2.7.1 Leased area requested

4.2.7.2 Timeline for start of operations

4.2.8 Completed RFP Price Sheet (Section 7). In no instance shall the City consider any fee proposal that does not represent an equitable value to the City. The City reserves the right to negotiate with the successful proposer on the agreed fees. The proposal shall remain binding one-hundred and fifty (150) calendar days after the RFP bid opening date.

4.2.9 Forms: Submit all RFP forms included within this bid document.

4.3 Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of the RFP, and should not exceed 30 pages in length.

4.3.1  **Submit one (1) original (marked original on the cover) and five (5) complete, individually bound, identical copies of your proposal, along with one (1) electronic copy (thumb-drive or CD).** Electronic copy must be identical to hard copy.

4.4 RESPONSE TO SCOPE OF SERVICES:

4.4.1 CITY POINT OF CONTACT -

All Proposers shall direct all communications and inquiries to:

Giuliana Scott, Purchasing Manager
City of Fort Walton Beach
105 Miracle Strip Pkwy. SW
Fort Walton Beach, FL 32548
Phone: (850) 833-9523
Fax: (850) 833-9643
Email: gscott@fwb.org

4.4.2 Contact Restrictions for Proposers: All questions or requests for additional information regarding this proposal **MUST** be directed to the designated Purchasing Manager indicated above. Prospective Proposers shall not contact any member of the City Manager’s Office or other City employees regarding this proposal prior to award recommendation by City Council and posting of the final tabulation on the City’s Website at www.fwb.org/rfps. Any such contact shall be cause for rejection of your proposal. **SEE also Section 5.7 for accepted way to submit questions and contact the City.**



4.4.3 BE SURE TO Cut out and use the label printed here, and affix to your OUTER sealed mailing envelope to identify it as a “Sealed Bid”.



**Deliver to: Purchasing Division – City Hall Annex Building
City of Fort Walton Beach
105 Miracle Strip Pkwy SW
Fort Walton Beach, FL 32548**

SEALED BID DO NOT OPEN

SEALED RFP#: 21-017 RFP TITLE: GC Clubhouse lease
DUE DATE/TIME: 09/28/2021 2:30 PM – Central Time

4.5 REQUESTS FOR ADDITIONAL INFORMATION: The proposer shall furnish such additional information as the City of Fort Walton Beach may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

4.6 ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS: The City reserves the right to request at any time before award that the proposer modify his proposal to more fully meet the needs of the City. The City also reserves the right to negotiate modifications to proposals it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

4.7 INCURRED EXPENSES: The City is not responsible for any expenses that proposers may incur in preparing and submitting proposals called for in this RFP.

4.8 INTERVIEWS: The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. A formal oral presentation may be required of each firm that is selected during the initial review process (at the sole option of the City). If required, presentations should be in support of the firm's proposal or to exhibit or otherwise demonstrate the information contained therein. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.).

4.9 PROPOSALS BINDING: All proposals submitted shall be binding for one hundred & fifty (150) calendar days following the proposal opening.

4.10 ALTERNATE PROPOSALS:

4.10.1 An alternate proposal is viewed by the City as a proposal describing an approach to accomplishing the requirements of the RFP, which differs from the approach set forth in the solicitation.

4.10.2 An alternate proposal may also be a second proposal submitted by the same proposer, which differs in some degree from its basic or prime proposal.

4.10.3 Alternate proposals may address the technical approach, or other provision or requirements set forth in the solicitation. The City will, during the initial evaluation process, consider all alternate proposals submitted.

4.11 ADDENDA AND AMENDMENTS TO REQUEST FOR PROPOSAL: If it is necessary to revise or amend any part of this RFP, the Purchasing Manager will post the addendum on the Florida Proposal System website at www.BidNetDirect.com and/or on the City's website at www.FWB.org/Rfps. It is the Proposer's responsibility, prior to submitting a proposal, to ascertain if any addenda have been issued, to obtain all such addenda, and to return any executed addenda with the proposal (or complete and sign addenda acknowledgement form). The failure of a Proposer to submit acknowledgment of any addenda that materially affects the proposal is considered a major irregularity and will be cause for rejection of the proposal.

4.12 PROPRIETARY INFORMATION: In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that RFPs and the responses thereto are public records and subject to public inspection. If a proposer believes that any information contained in a proposal is confidential or proprietary and exempt from public disclosure, the proposer shall **identify specifically in writing** any such information contained in their proposals and cite specifically the applicable exempting law.

4.13 PROPERTY OF THE CITY: All proposals received from proposers in response to this RFP will become the property of the City of Fort Walton Beach and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

4.14 LATE PROPOSALS – Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for the timely delivery of the proposals to the location designated for receipt of proposals.

4.15 COMPLETENESS – All information required by the Request for Proposals must be supplied to constitute a legitimate proposal.

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5.0 EVALUATION OF PROPOSALS:

It is intended that one firm shall be selected to perform Golf Course concession services on behalf of the City of Fort Walton Beach. The City of Fort Walton Beach's staff will rank each prospective firm in order of preference, based upon items addressed in the qualifications that are received. The City of Fort Walton Beach, through its representatives, will negotiate with the highest ranked prospective firm. The firm retained serves at the discretion, direction and the pleasure of the City of Fort Walton Beach.

5.1 Evaluation Committee: An evaluation committee will be formed to review, score, and rank all proposals. Proposals will be evaluated to determine those that best meet the needs of the City. The information you provide will be rated, utilizing a weighted system. After review of all proposals (and interviews if required) the evaluation committee will score each proposal based on the assigned evaluation criteria.

5.2 Evaluation Committee Meeting: The Evaluation Committee will meet at 10:00 a.m. October 13, 2021 (tentative date/time/location) in the City Hall Annex Building - Training Room located at 105 Miracle Strip Parkway SW, Fort Walton Beach FL 32548.

5.3 Rating System: The Evaluation Committee will rate all proposals utilizing the Weighted Rating System (see Section 5.6). The sum of the Total Weighted Ratings assigned by the committee members will be used to rank the proposals.

5.4 Presentation/Interview: At the option of the City, the top scoring firms may be required to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal. Each proposer will be notified at least three (3) days in advance of the presentation if a presentation is necessary.

5.5 Short List: If needed, after review of all proposals and rating by the evaluation committee, the committee will rank, in order of preference, a short list of three (3) top proposers. The top ranked proposer with the highest Total Weighted Score will be recommended for award to the City Council. The City Council will accept the recommendation to award to the highest ranked firm, or to reject all proposals.

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5.6 EVALUATION CRITERIA SCORING:

	EVALUATION CRITERIA	WEIGHT	(0 – 5) SCORE*	WEIGHTED SCORE
1	Scope of Services	30%		
2	Past Experience (References)	10%		
3	Types of uses proposed for building; vision	25%		
4	Lease fees and revenue sharing	10%		
5	Timelines; milestones	15%		
6	State Certified MBE/WOB/SDVOB/VOB (Rated 0 or 5 points)	5%		
7	Local Merchant Preference (Rated 0 or 5 points)	5%		
	TOTAL:	100%		

* Ratings:

- 0 - Not responsive; Included no information on the subject criteria
- 1 - Poor
- 2 – Fair
- 3 – Average
- 4 - Good
- 5 – Excellent/Superior

5.6.1 The above criteria is provided to assist the Proposers in the allocation of their time and efforts during the submission process. It also guides the Evaluation Committee during the ranking of proposers by establishing a general framework for those discussions. Past performance of Proposers’ services may also be included in determining recommendation for award.

5.6.2 REQUESTS FOR ADDITIONAL INFORMATION: During the proposal evaluation, the City of Fort Walton Beach reserves the right to request additional written information to assist in the evaluation of these qualifications.

5.7 QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS PROHIBITION OF COMMUNICATION

5.7.1 To ensure fair consideration for all proposers, the City prohibits communication to or with any department, or employee except the Purchasing Manager during the submission process, except as provided below.

5.7.2 Point of Contact - The Purchasing Manager, or a designee, will initiate any necessary communication with a proposer to obtain information or clarification to allow the evaluation committee to properly and accurately rate the proposals.



5.7.3 Discussion of Proposals – The Purchasing Manager, or a designee, may discuss a proposal directly with the responsible proposer to get clarification and assure a full understanding of, and responsiveness to, the solicitation requirements. All proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to award for the purpose of obtaining best and final offers. In conducting such discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.

5.7.4 Questions - Proposer shall address any questions regarding the proposal process to the Purchasing Manager, in writing and in sufficient time before the period set for the receipt and opening of proposals. Inquiries received within ten (10) days of the date set for receipt of proposals may not be answered or given any consideration. The Purchasing Manager shall issue any interpretation for a proposer in the form of an addendum to the specifications. If an addendum is issued, the Purchasing Manager will convey that addendum to all proposers no later than five (5) days prior to the date set for receipt of proposals.

5.7.5 **Additionally, the City prohibits communications initiated by a proposer to the City official or employee evaluating or considering the proposals prior to the time an award decision has been made.** If a proposer initiates communications, that act may be grounds for disqualifying the proposer from consideration for award of the proposal.

5.8 **STAFF RECOMMENDATION** – City Staff will present to City Council for acceptance and final award, one of the proposals, or may reject all proposals, within one hundred and fifty (150) calendar days from date of opening of proposals.

5.9 **CONTRACT AWARD:** The Proposer's proposal must be complete to be considered for award.

5.9.1 The City reserves the right to qualify, accept, or reject any or all vendors as deemed to be in the best interest of the City. The City reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the Request for Proposal.

5.9.2 The City of Fort Walton Beach reserves the right to accept any submittal, or any part or parts thereof, or to reject any and all submittals.

5.9.3 It is the City's intent to make an award within ninety (90) business days of the proposal due date.

5.9.4 Award, if made, will be in accordance with the terms and conditions herein and shall be in the form of a Contract.

5.9.5 EXECUTION OF AGREEMENT - Within fifteen (15) calendar days after issuance of the Notice of Award, the successful proposer will execute the Contract for Services and simultaneously provide any required licenses, bonds, indemnities and insurance certificates, not previously submitted. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

5.10 VENDOR PROTESTS: Proposers or Respondents who do not agree with the City Council's recommendation for award are afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division within three (3) business days of City Council's award.

5.11 NEGOTIATIONS

5.11.1 The City may award a contract on the basis of initial offers received, without further negotiations, or may negotiate a final contract. Therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.

5.11.2 The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected Proposer. This process will continue until a contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against the City arising from such negotiations.

5.12 PERFORMANCE SCHEDULE: The Proposer shall commence performance within ten (10) days of receipt of Notice to Proceed.

This area left blank intentionally.

SECTION 6 - STANDARD FORMS

THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL, AND ARE ATTACHED HEREWITH:

- 6.1 PROPOSER'S CERTIFICATION
- 6.2 ADDENDUM PAGE
- 6.3 REFERENCES
- 6.4 DRUG FREE WORKPLACE
- 6.5 PUBLIC ENTITY CRIMES FORM
- 6.6 ANTI-COLLUSION STATEMENT
- 6.7 FEDERAL E-VERIFY COMPLIANCE
- 6.8 SCRUTINIZED COMPANIES
- 6.9 PRICING SHEET

NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL NOT BEING CONSIDERED FOR AWARD.

This area Left Intentional Blank.

6.1 PROPOSER’S CERTIFICATION – RFP 21-007

I have carefully examined the Requests for Proposals, Instructions to Proposers, General and Special Conditions, Vendor's Notes, Scope of Work, proposed agreement and any other documents accompanying or made a part of this Proposal.

I hereby propose to furnish the goods or services specified in the Requests for Proposals. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Fort Walton Beach or of any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY: _____
SIGNATURE (ORIGINAL – blue or black ink)

NAME & TITLE (type or print)

EMAIL ADDRESS (type or print)

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____ () _____
TELEPHONE NUMBER FAX NUMBER

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me on the _____ day of _____, 2021

by means of ___ physical presence or ___ online notarization by _____ and
(Name of Person Acknowledging)

_____ in their representative capacity as _____ and
(Name of Person Acknowledging) (TITLE)

_____ of the Operator, who _____ is personally known to me or _____ has produced
(TITLE)

_____ as identification.
(TYPE OF IDENTIFICATION)

Notary & Seal

6.2 ADDENDUM PAGE RFP #21-007

The undersigned acknowledges receipt of the following addenda to the Documents
(Give number and date of each):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE SCOPE OF WORK IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

NAME OF BUSINESS

BY: _____
Signature

NAME & TITLE (type or print)

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

() _____
FAX NUMBER

DATE

6.3 REFERENCES RFP 21-007 (2 pages)

Proposer shall submit as a part of the bid package, four (4) Customer references with name of the customer, address, contact person, and telephone number. (See Section 4.2.5.5)

REGARDING PROPOSER: _____

FINANCIAL REFERENCES (3)

CLIENT REFERENCES (3)

Reference 1	Reference 1
Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email:	Email:
Reference 2	Reference 2
Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email:	Email:

FINANCIAL REFERENCES (3)

CLIENT REFERENCES (3)

Reference 3	Reference 3
Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email:	Email:

6.4 DRUG-FREE WORKPLACE FORM RFP 21-007

The undersigned vendor, on _____, 2021, in accordance with Section 287.087, Florida Statutes, certifies that [company] _____ does:

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, 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 Paragraph 1.
4. In the statement specified in Paragraph 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 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 Paragraphs 1 through 5.

Check one:

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

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

NAME OF BUSINESS: _____

BY: _____
SIGNATURE

NAME & TITLE, TYPED OR PRINTED

6.5 PUBLIC ENTITY CRIME FORM – RFP 21-007 (Page 1 of 2)**SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted with Proposal, Proposal or Contract # RFP 21-017

This sworn statement is submitted by _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

My name is _____ and my relationship to the entity named above is _____.

I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime (or)
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active n management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

(Signature)

(Date)

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me on the _____ day of _____, 2021

by means of ___ physical presence or ___ online notarization by _____ and
(Name of Person Acknowledging)

_____ in their representative capacity as _____ and
(Name of Person Acknowledging) (TITLE)

_____ of the Operator, who _____ is personally known to me or _____ has produced
(TITLE)

_____ as identification.
(TYPE OF IDENTIFICATION)

Notary & Seal

6.6 ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT: The below signed Proposer has not divulged to, discussed or compared his/her bid with other proposers and has not colluded with any other parties to bid whatsoever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

6.7 FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Executive Order Number 11-116 from the Office of the Governor of the State of Florida, Proposer hereby certifies that the U.S. Department of Homeland Security’s E-Verify system will be used to verify the employment eligibility of all new employees hired by the Proposer during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the CITY upon request.

As the person authorized to sign these statements, I certify that this company complies/will comply fully with the above statements/requirements.

Proposer’s Company Name

Authorized Signature

Signature Name – Printed

Address

Title

Phone #

Email

Federal ID # or SS #

Date

6.8 **SCRUTINIZED COMPANIES PURSUANT TO FL STATUTES 287.135 & 215.473:**

By signing and submitting this bid, the undersigned proposer hereby certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria (for bid amounts of \$1,000,000 or more).

Any contract with the City of Fort Walton Beach for goods and/or services of any amount, entered into on or after July 1, 2019, may be terminated at the sole option of the City, at no cost to the City, if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or if the company is found to have submitted a false certification as provided under subsection (5) of F.S.287-135.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

E-MAIL: _____

6.9 **PRICING SHEET** – GC Restaurant Services / Lease

Proposer Name:

Federal Tax ID number:	
Owner/CEO Name(s):	

	\$ per SF per Month	Total Square Footage	Total MONTH / Total YEAR
1. Cost per square foot (SF) for leased interior space			
2. Cost per square foot (SF) for leased Exterior Space			
3. Revenue Sharing over base gross receipts (percent)	%	N/A	Base Gross Receipts: \$
Additional Terms/Options:			
APPROXIMATE STARTING DATE will be:	If your company is awarded the contract, what date will you be ready for business by?:		

NOTE 1: All items quoted must be in compliance with the scope of work. If you are taking exception, indicate those exceptions on company letterhead and attach to RFP.

NOTICE TO PROPOSERS**BID NUMBER: RFP# 21-017****Date: August 17, 2021**

The City of Fort Walton Beach will accept sealed proposals at City Hall until September 28, 2021 at 2:30 PM, CST, at which time all bids received will be opened and read aloud at City Hall Annex Building, Purchasing Division Office, 105 Miracle Strip Parkway SW, FL 32548 for the following:

RFP #21-017 – GOLF COURSE RESTAURANT SERVICES / LEASE

Copies of Proposal Provisions and Forms may be found at the Florida Bid System website at www.BidNetDirect.com (registration required) or at the City of Fort Walton Beach website at www.FWB.org/rfps.

Note: A voluntary Pre-Proposal meeting will be held on September 9, 2021 at 10:00 a.m. at the City Golf Course Clubhouse, located at 1955 Lewis Turner Blvd., Fort Walton Beach, FL 32547. (Main inside lobby)

Additional technical information relative to this proposal may be obtained from Giuliana Scott, Purchasing Manager, at (850) 833-9523 or gscott@fwb.org during normal business hours.

The City of Fort Walton Beach reserves the right to waive informalities in any bid; to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received, that in its judgment will be in the best interest of the City of Fort Walton Beach.

Mark outside of envelope: **RFP 21-017 – GOLF COURSE RESTAURANT SERVICES / LEASE**

Note: Any bidder failing to mark the outside of the envelope, as set forth herein may not be entitled to have his bid considered.

Address responses and deliver to:

Purchasing Division
City of Fort Walton Beach
105 Miracle Strip Parkway, SW
Fort Walton Beach, FL 32548

The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at clerk@fwb.org to make a request. For Hearing Impaired the TDD line that is honored throughout the United States is the Telecommunications Relay Service (TRS) and can be reached by dialing 711. Below is a link with the details: https://www.fcc.gov/sites/default/files/telecommunications_relay_service.pdf.

**RFP 21-017
GOLF COURSE RESTAURANT SERVICES / LEASE**

Exhibit A1 thru A3

BUILDING FLOOR PLANS

See document posted as Exhibit A1-A3 on www.fwb.org/rfps or at www.BidNetDirect.com.

**RFP 21-017
GOLF COURSE RESTAURANT SERVICES / LEASE**

Exhibit B

PHOTO GALLERY



Entrance to Golf Course Clubhouse



Entrance to site



Back of site



Restaurant and veranda facing the golf course



Broad veranda wraps around from east side to north side (right side of photo)



Restaurant area opens out onto veranda (glass doors and windows)



Interior common area (front lobby)



Walk area leading to restaurant



Interior entrance to restaurant space



Examples of current tenant space (see Exhibits 1-3 for dimensions; floor plans)



Adjacent room beyond portable white wall (right side)

