

**CITY OF PENSACOLA, FLORIDA  
REQUEST FOR PROPOSALS  
RFP NO. 23-015**

**OSCEOLA GOLF COURSE  
RESTAURANT OPERATION**

Sealed and complete hardcopy proposals **with original or electronic signature**, and **five (5) additional copies**, plus **one (1) complete electronic copy (PDF)** on flash drive or CD, must be received no later than **April 21, 2023, 2:30 P.M.**, local time, at the following location.

**City Hall (lobby)  
222 West Main Street  
Pensacola, Florida, 32502  
Attention: Purchasing**

The face of the sealed envelope shall be plainly marked identifying the respondent, and the RFP title and number. Submissions received after the closing time will not be accepted. Multiple submittals from the same entity will not be accepted. Immediately afterward those submittals received will be opened and publicly acknowledged. Interested parties may attend.

An optional Pre-Proposal meeting will be held on **April 5, 2023 at 10:00 A.M.**, local time, in the main lobby of the Osceola Golf Course Clubhouse, located at 300 Tonawanda Drive, Pensacola, Florida.

**Site Visits:** Individuals/parties interested in submitting proposals are encouraged to visit the Osceola Golf Course. Site visitations can be made by calling the Golf Course Manager at 850-453-7575.

Complete specifications, if not attached, may be obtained from the City of Pensacola website, [www.cityofpensacola.com/bids.aspx](http://www.cityofpensacola.com/bids.aspx). **Any addendum issued will be posted to the City's website. Respondents are responsible for obtaining addenda, and are advised to check the website frequently.**

At the conclusion of the selection process, a Notice of Intent to Award will be posted to the City's website at [www.cityofpensacola.com/bids.aspx](http://www.cityofpensacola.com/bids.aspx). Respondents are advised to check the website frequently.

Bidders shall submit a certified check or proposal bond, payable to the City of Pensacola in the amount of **two thousand dollars (\$2,000.00)** for a period of sixty (60) days.

Any questions concerning the proposal should be addressed and submitted in writing **no later than 10:00 A.M.**, local time, April 11, 2023 to:

**Dedria Lunderman, Assistant Purchasing Manager**  
**City of Pensacola**  
**222 W. Main Street**  
**Pensacola, FL 32502**  
[purchasing@cityofpensacola.com](mailto:purchasing@cityofpensacola.com)

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs, and activities. Please email [ADACoordinator@cityofpensacola.com](mailto:ADACoordinator@cityofpensacola.com) or call (850) 436-5600. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

The City reserves the right to accept or reject any or all submittals, to waive any submittal informalities and to re-advertise for submittals when deemed in the best interest of the City.

Attest:  
Ericka L. Burnett  
City Clerk

CITY OF PENSACOLA  
D. C. Reeves  
Mayor

The City of Pensacola provides equal access in employment and public services.

**SECURITY NOTICE**

Visitors to City Hall may be required to stay in the lobby unless otherwise directed.

**Late submittals will not be accepted.**

## GENERAL CONDITIONS

To ensure acceptance, all proposers submitting proposals to the City of Pensacola shall be governed by the following conditions, attached specifications, and proposal form(s) unless otherwise specified. Proposals not submitted on the proposal form(s) provided shall be rejected, and proposals not complying with these conditions will be subject to rejection. **Multiple submittals from the same entity will not be accepted.**

1. **Alternate Solutions:** During the drafting of written specifications, a sincere effort is made to describe items or services best suited to the needs of the City. However, the City invites proposals with alternate solutions to the objectives set forth in the specifications, unless a particular specification is expressly identified as mandatory.
2. **Approved Equivalents or Equals:** Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative which meets or exceeds the specifications as written. If the proposal is based on an "approved equivalent or equal" item(s) or service(s), supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the proposal. The proposer must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Pensacola reserves the right to determine acceptance of proposed equivalent or equal item(s) or service(s).
3. **Award Determination to be Based on Best Interest of City:** There is no obligation on the part of the City to award a contract to any proposer. The City reserves the right to award a contract to or negotiate a contract with a responsible proposer submitting the most responsive or best alternative proposal for a resulting contract which is most advantageous to and in the best interest of the City. The City shall be the sole judge of the proposal and the resulting contract, and its decision shall be final.
4. **Bond (Proposal):** The particular item(s) or service(s) outlined within the attached specifications require(s) that a certified check, cashier's check, or insurance company's executed bond made payable to the City of Pensacola in the amount of **\$2000.00** accompany your proposal. To ensure its prompt return, please include the company's name and return address on the face of your good faith check or draft. Checks or drafts accepted as good faith deposits will be retained within the City's Finance Department until award and execution of contract is complete, or until a purchase order is issued to the successful proposer. Any proposer withdrawing his proposal after the proposal opening forfeits the right of return of his good faith deposit.
5. **E-Verify System (Mandatory):** In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

6. **Exceptions to Specifications:** In order that equal consideration be given in evaluating proposals, any exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor or City Council is the final authority in determining the acceptability of any exceptions to specifications.
7. **Governing Law:** The laws of the State of Florida shall be the laws applied in the resolution of any action, claim or other proceeding arising out of this contract.
8. **Interpretations:** All questions concerning the specifications or conditions shall be directed in writing to the Purchasing Office at least ten (10) days prior to submittal deadline, unless otherwise instructed on the Request for Proposals Page. Inquiries must refer to the proposed item(s) or service(s) and the date of the proposal submittal deadline. Interpretations will be made in the form of an addendum placed on the City's website. The City shall not be responsible for any other explanation or interpretation.
9. **Legal Requirements:** All applicable provisions of Federal, State, County, and local laws including all ordinances, rules, and regulations shall govern the development, submittal and evaluation of all proposals received in response to these specifications, and shall govern any and all claims between person(s) submitting a proposal response hereto and the City of Pensacola, by and through its officers, employees and authorized representatives. A lack of knowledge by the proposer concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The proposer agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.
10. **Licenses, Registration and Certificates:** Each proposer shall possess at the time of submitting its proposal all licenses, registrations and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Proposer must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded proposer shall be registered at the time of contract execution as an active vendor with the Florida Department of State, Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org)).
11. **Mistakes:** Proposers are expected to examine the conditions, scope of work, proposal prices, extensions, and all instructions pertaining to the item(s) or service(s) involved. Failure to do so will be at the proposer's risk. Unit prices proposed will govern in award.
12. **Payment of Invoices:** The City of Pensacola issues checks for payment of invoices on the 10th of each month. The signed receiving copy of the purchase order and a correct invoice must have been received by the Accounts Payable Activity prior to the 4th of the month. Item(s) or service(s) received on or after the 4th will be processed in the following month. All invoices are payable by the City under the terms of Florida Prompt Payment Act, Florida Statute §218.70. All purchases are subject to availability of funds in the City's budget.
13. **Permits and Taxes:** The proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Proposers who use public roads of the City of Pensacola, Florida for transport

of goods of any kind which said goods were transported from a point without the City of Pensacola, Florida to a point within the City of Pensacola shall obtain a "Use of Streets" permit for a fee not in excess of the license paid for by local licensees engaged in the same business.

- 14. Prohibited Conduct by Proposers:** Upon the publication of any solicitation for sealed bids, requests for proposals, requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the City of Pensacola, any party interested in submitting a bid, proposal, or other response reflecting an interest in participating in the purchasing or contracting process shall be prohibited from engaging in any communication **pertaining to formal solicitations** with any member of Pensacola City Council, the Mayor, or any member of a selection/evaluation committee for RFPs/RFQs, whether directly or indirectly or through any representative or agent, whether in person, by mail, by facsimile, by telephone, by electronic communications device, or by any other means of communication, until such time as the City has completed all action with respect to the solicitation.
- 15. Proposal Withdrawals:** No proposal may be withdrawn after closing time for receipt of proposals for a period of sixty (60) days thereafter. The contract award shall be legally binding at the time of award by City Council or Mayor.
- 16. Protests:** Protests of the plans, specifications, and other requirements of requests for proposals must be received in writing by the Purchasing Office at least ten (10) business days prior to the scheduled proposal submittal deadline. A detailed explanation of the reason for the protest must be included. Protests of the intended award of proposal or contract must be in writing and received in the Purchasing Office within five (5) business days of the notice of intent to award. A detailed explanation of the protest must be included.
- 17. Public Entity Crimes:** By submitting a proposal each proposer is confirming that the company has not been placed on the convicted vendors list as described in Florida Statute §287.133 (2) (a).
- 18. Public Records:** Any material submitted in response to this Request for Proposal will become a public document pursuant to Florida Statute §119.07. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening the proposal pursuant to Florida Statute §119.07.
- 19. Public Records Law:** The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that Contractor's failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of contract for which the City may, in the City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.

**20. Rejection of Proposals:** The City of Pensacola reserves the right to accept or reject any or all proposals, to award proposals on a split-order basis by item or service number, to waive any irregularities, technicalities, or informalities, and to re-advertise for proposals when deemed in the best interest of the City of Pensacola.

**21. Sealed Proposals:** The specifications and all executed proposal forms must be submitted in a sealed envelope. All proposals must be signed by an authorized representative of the proposer. In the event more than one proposal submittal deadline is scheduled for the same date and time, do not include proposals concerning different sets of specifications within the same envelope. **The face of the sealed envelope shall be plainly marked identifying the proposer, the item(s) or service(s) proposed and the proposal number.** It shall be the sole responsibility of the proposer to assure receipt of proposal at the Purchasing Office prior to the published time for the proposal submittal deadline. No proposal will be accepted after closing time for receipt of proposals; **nor will any offers by telephone, fax, internet or email be accepted.**

**22. Tax:** The City of Pensacola is exempt from all State and local sales tax.

**23. Termination for Convenience:** A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected via delivery to the contractor at least thirty (30) business days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

**24. Unauthorized Aliens:** The City of Pensacola shall consider the employment by any contracted vendor of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this contract.

**25. Venue:** Venue for any claim, action or proceeding arising out of this contract shall be Escambia County, Florida.

**ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**

## **INTENT**

The Parks and Recreation Department is seeking proposals from food and beverage concessionaires for the operation of a restaurant at the City's Osceola Golf Course.

## **BACKGROUND INFORMATION**

### **Osceola Golf Course – Golf Operations**

The Osceola Golf Course is a municipal course centrally located in Escambia County at 300 Tonawanda Drive, Pensacola, Florida. It is surrounded by established commercial and mid- to high-value residential areas. The golf course consists of 18 holes and a clubhouse facility of 15,500 square feet. Approximately 2,500 square feet is designated for the restaurant, with a (potential) daily availability of additional 2,500 square feet.

The course allows for golfers to walk or ride, and adequate parking exists for daily use and/or large functions involving the restaurant. The golf course is a fee-based facility including individual & family memberships, daily walk-in players, and numerous golf tournaments throughout the year. The annual number of rounds played for the last five years are:

- 2018 – 26,243
- 2019 – 25,487
- 2020 – 28,411
- 2021 – 23,087
- 2022 – 22,949

### **Course Operations**

The golf operations are directed by a Golf Course Manager and a Maintenance Supervisor under the general direction of the Parks and Recreation Director for the City of Pensacola.

### **Restaurant**

The Restaurant is a lease operation and has consisted of a short-order menu with a bar-and-grill-style service. Both sit-down dining and bar seating are available. The restaurant also provides food and beverage service for weekly organizational meetings or group social gatherings. In addition, the restaurant is allowed to schedule and coordinate facility rentals and catered events if those rentals/events do not interfere with the primary operation of the golf course. All potential rentals and catered events must be submitted to the Parks and Recreation Director or his designee in writing for pre-approval.

A list of scheduled events is available upon request.

The City of Pensacola currently provides limited kitchen equipment, dining tables, and

chairs on approximately 2,500 square feet. The allocation of space consists of the following:

- Bar-and-grill lounge (1,050 square feet)
- Kitchen (695 square feet)
- Storage space (795 square feet)

An additional area of banquet/activity area (2,500 square feet) is available daily unless otherwise scheduled for golf sessions or City use. Upon City pre-approval, it may be used for rentals and catered events (fee-based).

### **Lease Payments and Rental Fees**

1. The leaseholder will pay the city a monthly lease fee of two thousand dollars (\$2,000.00) for exclusive use of 2,500 square feet which includes the bar-and-grill lounge area, kitchen, and storage space.
2. Failure to pay the lease payment before the respective date provided for in this agreement shall be subject to interest at the rate of ten percent (10%) per day from the date of payment until such time as payment is received by the City.
3. The banquet/activity area of 2,500 square feet is available daily for additional dining space during operational hours unless the area has been previously scheduled for a specific golf session or City of Pensacola event (i.e., Golf Course Tournament). With pre-approval from the Parks & Recreation Director or their designee, the banquet/activity area will be available to the leaseholder for any rental or catered event coordinated by the operator. However, an additional use fee of two-hundred and fifty dollars (\$250.00) per event will be required prior to the use of the area, payable to the City of Pensacola.
4. The leaseholder will be required to provide a beverage/snack cart and a beverage/snack operation for the purpose of providing snacks and refreshments to golfers playing the course, or to rent one from the City for a monthly fee of three hundred and fifty dollars (\$350.00).
5. Lease payments are due by the fifth of each calendar month. Payments shall not be contingent upon the profitability of the operation. The City of Pensacola makes no guarantee of profitability for this operation. Any expenses and losses are to be borne exclusively by the leaseholder.

### **Days and Hours of Service**

1. The Osceola Golf Club is open 365 days a year during daylight hours, excepting Christmas Day, and weather and events of force majeure permitting. Hours will be agreed upon between the City and the leaseholder. Some adjustments to the operational and hours are negotiable with the Golf Course Manager depending on daily play and weather conditions.



2. The leaseholder will keep the bar-and-grill open and offer those services attendant to its operation every day of the year, except for Christmas Day, and weather and events of force majeure permitting. The leaseholder may remain open for evening events, but the property must be vacated by midnight. The Golf Club Manager may make adjustments to the hours of operation for the convenience of Golf Club operations.

### **Sales and Use Tax, Property Taxes**

1. The leaseholder will be responsible for all annual property taxes associated with the 2,500 square foot area of the Club House that is exclusively used by the Operator.
2. The leaseholder 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.
3. The leaseholder shall not permit any taxes, excise, or licensing fees to become delinquent.

### **Restaurant Menu**

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

### **Restaurant Objectives**

The City of Pensacola has the following objectives of a restaurant at Osceola Golf Course:

1. Meet the food and beverage needs of the golfing public.
2. Provide a high level of quick, friendly, and accurate food and beverage service.
3. Provide a consistent on-course beverage cart service.
4. The primary services would be breakfast, lunch, and dinner, with a sufficient mix of food offerings to cover the meal spectrum and provide for snack foods.
5. Enhance the image of the Osceola Golf Course among the golfing public as a course that features a great club house and excellent customer service.
6. Provide restaurant, bar, and banquet operations with a distinctive menu and experience catering to visitors and drawing people to the area for a memorable experience.
7. Maximize attendance through marketing of featured menu items, service, ambiance, and special events.
8. Implement quality marketing and advertising. Work in unison with City of Pensacola staff during the normal course of business to ensure an optimum

- experience for those frequenting the restaurant, bar, and banquet facilities.
9. Assess, provide, and install all necessary furnishings and equipment over and above current existing inventory to create an attractive and inviting destination.
  10. Employ, train, and manage all staff needed to properly operate and maintain the facility.
  11. Communicate any repair and maintenance needs for the facility and equipment to the Golf Course Superintendent.

### **Staffing**

1. The leaseholder shall hire a qualified and experienced restaurant manager. The person will be physically on the premises or available to personally resolve problems during operating hours.
2. The leaseholder shall be responsible for continuous staffing providing for prompt, efficient customer service.
3. The leaseholder shall adhere to all Federal, state, and local regulations for food service.
4. Labor relations, including hiring and firing, shall be the exclusive duty and right of the leaseholder.

### **Equipment and Property**

1. The leaseholder is responsible for providing all dining furniture in the facility. Existing furniture in the restaurant is the property of the City and can be utilized.
2. The kitchen equipment is the property of the City and can be utilized.
3. From time to time, but not less than once every three (3) years, the leaseholder shall, at their expense, paint the leased premises as designated by the City.
4. The leaseholder is responsible for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding their performance thereof.

### **Maintenance of Equipment**

1. The leaseholder shall keep the premises neat, clean, safe, sanitary, unobstructed, and orderly, including the proper removal of all trash and debris.
2. The leaseholder must follow the National Fire Protection Association's NFPA 96 (NFPA Kitchen Hood Cleaning Requirements) for cleaning and maintaining the restaurant kitchen hood and exhaust by trained and certified personnel. The entire exhaust system includes the hood, filters, fan, and all associated horizontal and vertical ductwork.
3. The leaseholder is responsible for maintaining in good condition all furniture in the facility, whether owned by the leaseholder or the City. Any furniture replacement will be at the expense of the leaseholder. City property shall be subject only to such depreciation as may result from ordinary wear and tear resulting from ordinary use.
4. The leaseholder shall promptly repair or replace the same within five (5) days of its loss, damage, or theft.

### **Destruction of Premises**

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

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

1. The leaseholder may provide interior signs not directed outward of its leased space at its discretion.
2. Upon the approval of the Golf Club Manager and at its own expense, the leaseholder will be allowed to attach one sign to the exterior of the building, in a style and material consistent with the building construction.
3. All signage must be acceptable under the Escambia County Code of Ordinances. The leaseholder will be required to obtain the required permits to install signage.
4. No advertising signs will be permitted at the site without the written consent of the City.
5. The leaseholder shall be responsible for removal of all signage after lease is expired or terminated.

### **Sanitation**

1. The leaseholder shall keep all fixtures, equipment, and personal property, whether owned by the leaseholder, the City, or third parties, in a clean, sanitary, and orderly condition at all times.
2. The leaseholder shall conduct the concession strictly in accordance with the applicable code requirements, including but not limited to, the Escambia County Health Department, State of Florida, and Federal government rules and guidelines.
3. The leaseholder shall also be responsible for maintaining the floors in the kitchen, storage areas, dining room, and for the common room when in use by the leaseholder.
4. The leaseholder shall keep the area clear of trash.
5. The City will furnish exterminating services on a regular basis as part of the common area charges.
6. The leaseholder shall be responsible for costs incurred in cleaning of the grease trap.
7. The leaseholder shall provide its own dumpster.

### **Inspection by the City**

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.

2. Such periodic inspections may also be made to determine whether the leaseholder is operating in compliance with the terms and conditions of the contract.
3. The leaseholder shall be required to make any improvements in cleaning or maintenance methods requested by the City.

### **Licensing**

The leaseholder 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 (if necessary),
- Occupational health permit,
- Food-service inspection and beverage license. The leaseholder is required to obtain and maintain the proper licenses/permits to sell Food, Beer, Wine, and Liquor in the clubhouse and on the golf course, and any other required occupational license or permit. Permits must be posted.

### **Term of Lease Agreement**

The initial lease term will be for three (3) years with up to two additional one-year renewal options, at the discretion of the City of Pensacola.

### **Termination of Lease Agreement**

Lease can be terminated, for any reason, by either party with ninety (90) days' written notice.

### **Monthly Lease Payment to the City of Pensacola**

A minimum of two thousand dollars (\$2,000.00) due by the fifth of each month.

### **Utilities**

Leaseholder will be responsible for phone, cable, and internet service.

### **Facility Improvements to the Club House**

Leaseholder may make certain custom improvements and upgrades to the leased premises, at their expense, with prior written City approval.

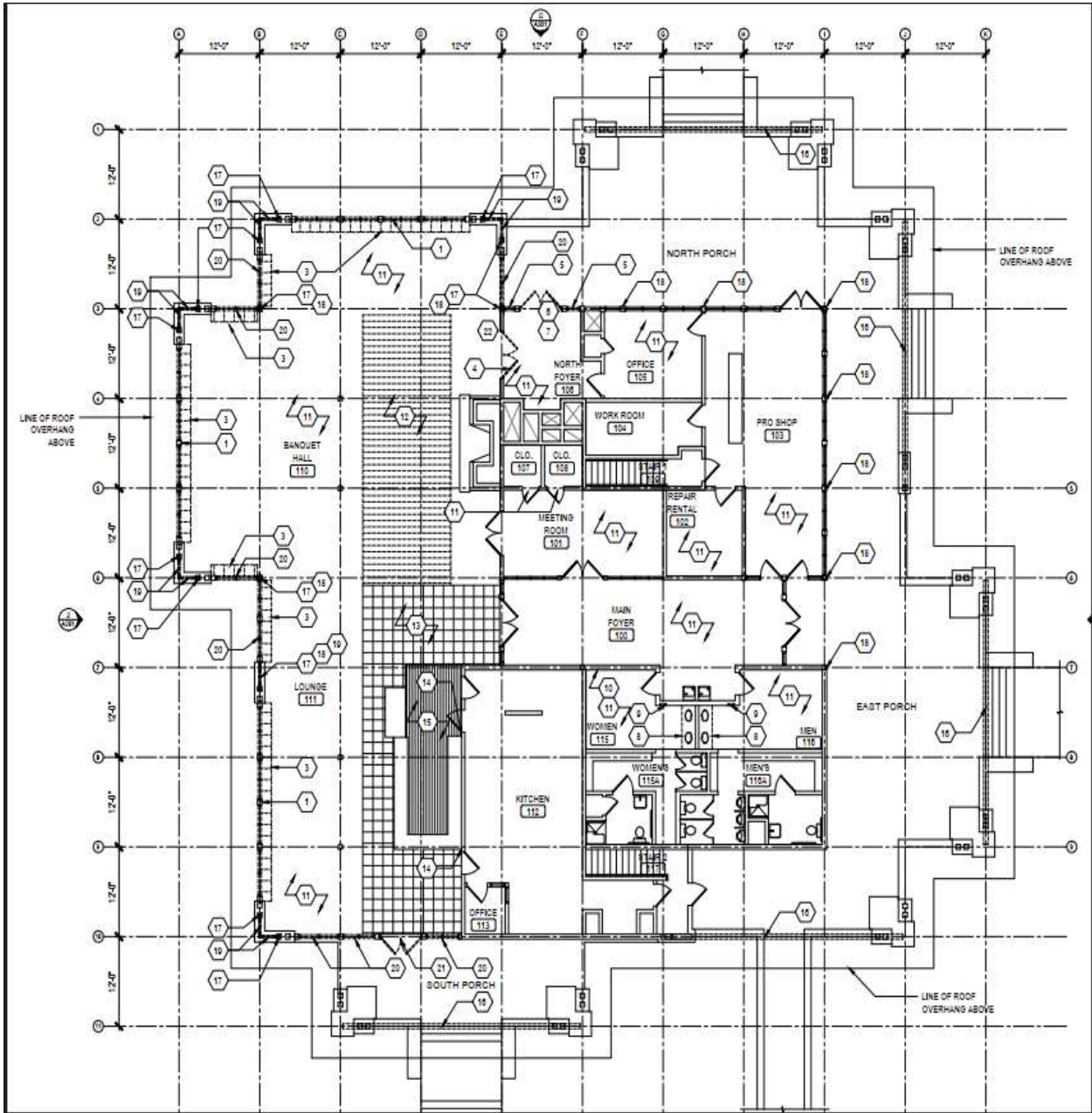
The City of Pensacola shall maintain the roof and structural elements of the Clubhouse building, and repairs, maintenance, and replacement of HVAC system.

# OSCEOLA GOLF COURSE

OSCEOLA GOLF COURSE

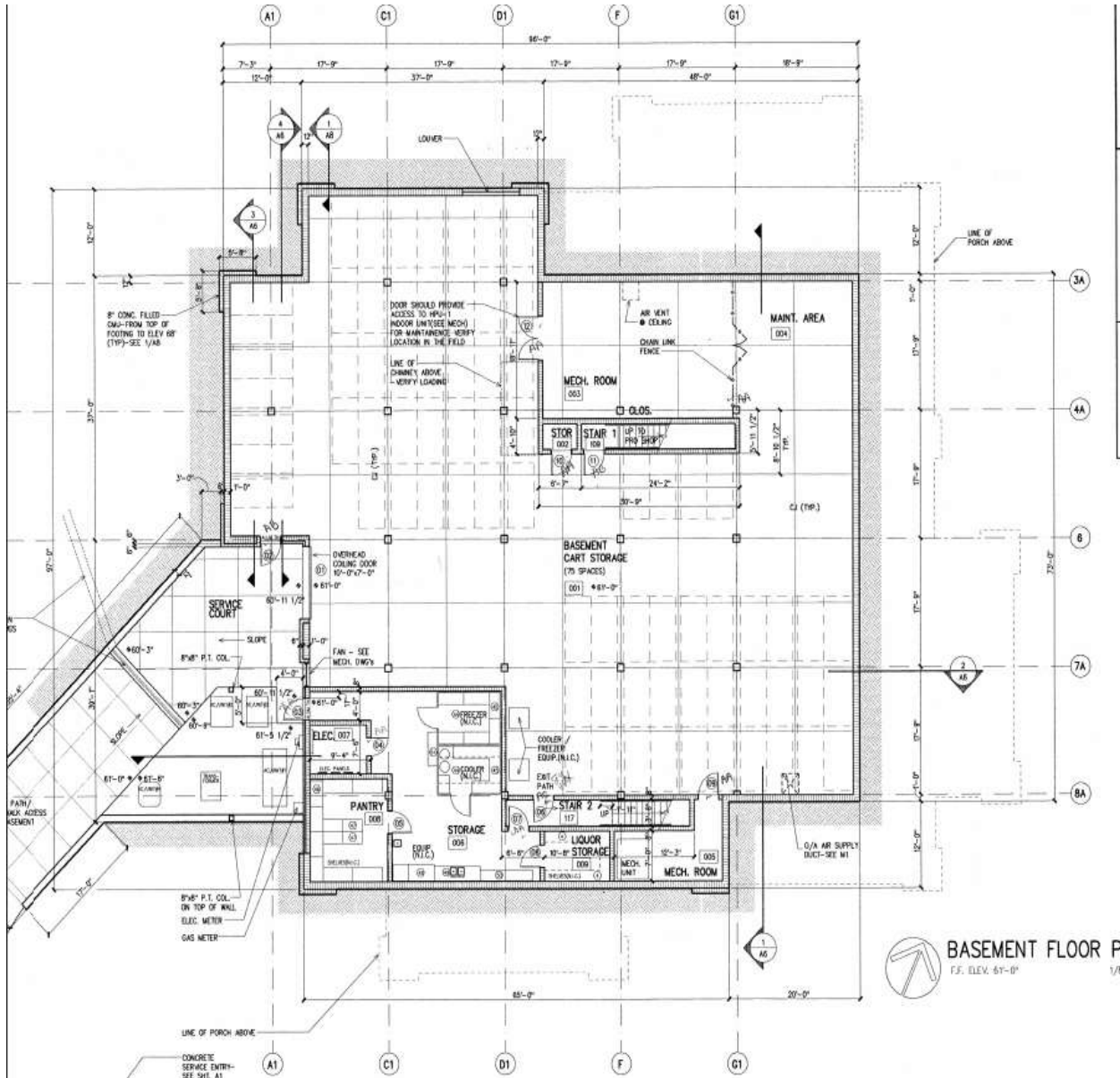


**BUILDING FLOOR PLANS**  
**First Floor**



# BUILDING FLOOR PLAN

## Basement



**PHOTO GALLERY**





**PHOTO GALLERY**



## INSURANCE AND INDEMNIFICATION

At all times during this Lease and Concession Agreement Lessee/Concessionaire shall procure and maintain insurance of the types and to the limits specified.

The term City as used in this section of the Contract is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

Insurance shall be issued by an insurer whose business reputation; financial stability and claims payment reputation is satisfactory to the City, for the City's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

### WORKER'S COMPENSATION

The Contractor shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least **\$100,000** each person -accident, **\$100,000** each person - disease, **\$500,000** aggregate - disease.

### COMMERCIAL GENERAL, AUTOMOBILE, LIQUOR, PROPERTY AND UMBRELLA LIABILITY COVERAGES

The Lessee/Concessionaire shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The City shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits as stated herein must be provided, must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the Lessee/Concessionaire agrees to have such limits reinstated under the policy.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, contractual liability, and independent contractors. The coverage shall be written on occurrence-type basis with minimum limits of \$1,000,000 per occurrence. Fire legal liability coverage must be included with minimum limits of \$100,000 per occurrence.

Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-

owned and hired automobiles and employee non-ownership use. Minimum limits of \$1,000,000 per occurrence, and per accident, combined single limit for liability.

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

Liquor Liability Insurance coverage shall be written on an occurrence basis, listing the City as an additional insured. The minimum limits for this coverage shall be \$1,000,000 each common cause and \$1,000,000 in the aggregate.

Property Insurance Lessee/Concessionaire shall maintain in force at all times property insurance coverage which insures any improvements, equipment and fixtures constructed in or upon the Leased Premises against fire, extended coverage and standard Insurance Services Office (ISO) defined "Special Perils" of physical damage. In addition to the other requirements of this section, the company or companies providing property insurance coverage pursuant to this paragraph shall be qualified to do business in the State of Florida. The City of Pensacola shall be an additional insured under the policy with coverage afforded to the City which is at least as broad as that provided to Lessee/Concessionaire/Named Insured under the policy for the terms and conditions of such policy. The amount of coverage will be 100% of the replacement cost of such improvements, equipment and fixtures. The policy will not contain a deductible feature which exceeds the five percent (5%) of replacement cost of such improvements, equipment and fixtures. Such policy will contain a "Waiver of Subrogation" endorsement in favor of the City. Lessee/Concessionaire agrees to apply any payment made as a result of any insurable loss, to the repair or replacement of such improvements, equipment and fixtures. In the event that the insurance funds are greater than amount required to repair or replace, with like kind and quality, the excess funds shall be retained by Lessee/Concessionaire. Such funds will be expended on such repair or replacement within a reasonable period of time. A period of more than twelve (12) months shall be deemed as an unreasonable period of time. If such funds are not expended as required, such funds will be turned over to the City of Pensacola for use and benefit of the City.

#### CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance that provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. The City of Pensacola shall be named on each Certificate as an Additional Insured and this contract shall be listed. If required by the City, the Lessee/Concessionaire shall furnish copies of the Lessee/Concessionaire's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or

the insurance carrier's agent or employee. The Lessee/Concessionaire shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Lessee/Concessionaire shall, upon instructions of the City, cease all operations under the Contract until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521

#### INSURANCE OF THE LESSEE/CONCESSIONAIRE PRIMARY

The Lessee/Concessionaire required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Lessee/Concessionaire's coverage. The Lessee/Concessionaire's policies of coverage will be considered primary as relates to all provisions of the contract.

#### LOSS CONTROL AND SAFETY

The Lessee/Concessionaire shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Lessee/Concessionaire shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Lessee/Concessionaire for the protection of all persons, including employees, and property. The Lessee/Concessionaire shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

#### HOLD HARMLESS

The Lessee/Concessionaire shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Lessee/Concessionaire and persons employed or utilized by the Lessee/Concessionaire in the performance of this contract. The Lessee/Concessionaire's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

#### PAY ON BEHALF OF THE CITY

The Lessee/Concessionaire agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

## Proposal Questions

All answers must be typed. All requested information and financial data must be provided. (Additional sheets may be used.)

1. What is or was the name of your business?
2. Where is or was this business located?
3. How long has or was this business in operation?
4. If this business is no longer in operation, explain why.
5. Have you ever operated a restaurant at a golf course?
6. Describe your current or former restaurant operation. Include days/times of operation, types of food and beverages served, customer capacity, number of staff employed and the tasks they performed, your direct involvement with the operation and how many hours during a 7- day period you were there at the place of business.
7. Please provide a profit or loss statement along with your tax return for the last two years or statements and returns for the last two years that your restaurant operated.
8. Describe your philosophy of customer service as it relates to a restaurant.
9. If you were operating the restaurant at Osceola Golf Course, what types of food and beverages (i.e., street, Italian, etc.) would you provide to the golfing public? Be specific as to food and beverage items. (i.e., sandwiches, soft drinks, etc.) Please provide a price range for each item as well. (i.e., sandwiches, \$3 -\$7)
10. If you were selected to operate the restaurant at Osceola Golf Course, how many days would you need before you could begin service to the golfing public?
11. Provide a description of custodial/cleaning services to be provided.
12. Provide a brief promotional plan on how you would market the restaurant.
13. Have you or your company ever filed for Chapter 11 or bankruptcy?
14. Does your firm, or any other firm you have been associated with, currently have a delinquent balance with the City of Pensacola, other governmental entity, or financial institution?
15. Is your firm certified as or partnering with a City-certified MBE, SBE, or WBE?
16. Is your firm certified as or partnering with a City-certified VBE?

**City Equipment Inventory**

*(To remain with concession space)*

<u>Quantity</u>	<u>Description</u>
1	Dishwasher
1	Dish table
1	Bar Sink with two Drain Boards
1	Fryer
1	Range
1	Pot Sink
1	Ice Machine
1	Bench Type Mixer
1	Char broiler
1	Sandwich Unit
1	Prep Table
2	Back Bar Coolers
1	Slicer
1	Soda Dispenser

**RFP NO. 23-015**

**OSCEOLA GOLF COURSE  
RESTAURANT OPERATION**

**Evaluation Criteria**

<b>Criteria</b>	<b>Maximum Points</b>
1. Clearly shows experience with operating a restaurant of comparable size to the Osceola restaurant.	25
2. Experience with operating a restaurant at a Golf Course.	10
3. Clearly demonstrates an understanding of the food and beverage interests of golfers.	10
4. Clearly shows experience in hosting various sizes of (Rental/Catering) functions requiring food/and or beverage service.	10
5. Ability to implement a restaurant operation at Osceola within thirty (30) days of lease agreement approval.	10
6. Clearly demonstrates that a current or previous restaurant is or was financially profitable.	20
7. Proposed sample menu is realistic and prices are reasonable.	15
8. Is certified as or is partnered with a City-certified MBE, SBE, or WBE.	3
9. Is certified as or is partnered with a City-certified VBE.	2
<b>TOTAL POINTS</b>	<b>105</b>

RFP NO. 23-015

**OSCEOLA GOLF COURSE  
RESTAURANT OPERATION**

**SIGNATURE PAGE**

The undersigned, as bidder, does declare that no other persons other than the proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. **The proposer proposes and agrees if this proposal is accepted, to contract with the City of Pensacola, Florida, in the form of contract specified, to furnish all the material, equipment, machinery, tools, apparatus, labor, and means of transportation necessary to provide the services as required in the bid specifications.**

Legal Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (type/print): \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

**THIS FORM MUST BE SUBMITTED WITH RESPONSE.**



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

1. The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:
  - A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
  - B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
  - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
  - A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: \_\_\_\_\_

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

Authorized  
Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

**52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment**

1. The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
  - A. The name of the subcontractor.
  - B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
  - C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
  - D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

## VETERAN BUSINESS ENTERPRISE STATEMENT

In order to foster economic development and business opportunities for service- disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Pensacola has adopted a Veteran Business Enterprise (“VBE”) Preference. For further information regarding this program, please refer to Section 3-3-12 AND 3-3-13 of the Code of the City of Pensacola.

**In order for a respondent to receive credit for being VBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia or Santa Rosa County and be certified as a veteran business enterprise by the State of Florida Department of Management Services (“DMS”) as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.** For purposes of the City’s VBE Program, the respondent’s principal place of business must be within Escambia County, FL, or Santa Rosa County, FL.

There shall be no third-party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

If the Respondent is a qualifying VBE, please complete the boxes below:  
**If not, please mark N/A.**

Respondent’s Name:	Respondent’s Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:

**THIS FORM MUST BE SUBMITTED WITH RESPONSE.**

**MINORITY AND WOMEN BUSINESS ENTERPRISE STATEMENT**  
(RFP OR RFQ)

The City has implemented a Minority/Women Business Enterprise (MWBE) program to assist certified minority- and women-owned businesses with identifying and participating in City of Pensacola procurement and construction opportunities as set in the Code of the City of Pensacola, Ordinance No. 4-15.

**In order for a respondent to receive credit for being a MWBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia, Santa Rosa, Okaloosa, Walton County in Florida or Mobile, Alabama, and have received a certification letter issued from the City of Pensacola.**

There shall be no third-party beneficiaries of the Minority and Women Business Enterprise provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Minority and Women Business Enterprise Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

Respondent's Name:	Respondent's Principal Place of Business

If your firm is partnering with or subcontracting with a certified M/WBE, please provide the information requested below.

<u>NAME OF M/WBE FIRM</u>	<u>PARTNER OR SUBCONTRACTOR</u>	<u>% OF CONTRACT PERFORMANCE</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

**CITY OF PENSACOLA**  
**SMALL BUSINESS ENTERPRISE STATEMENT**

The Pensacola City Council adopted a Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Participation goals will be provided on a project-by-project basis, based on the availability of certified small businesses.

**A Small Business is defined as an independently owned and operated business employing 50 or fewer permanent full-time employees and having a net worth of not more than \$1 million. The business must be located in Escambia or Santa Rosa County.**

You must provide the following information sought in the accompanying forms for your submittal to be considered responsive:

RFQs **with** a specified Small Business Enterprise (SBE) goal will include a Bidder Questionnaire, Sub-contractor Solicitation, SBE Intent to Perform as a Sub-contractor and SBE Participation forms.

RFQs **without** a specified Small Business Enterprise (SBE) goal will include a Bidder Questionnaire form only.

*BIDDER QUESTIONNAIRE*

Name of Business \_\_\_\_\_

Address \_\_\_\_\_

Owner's Name \_\_\_\_\_ Phone \_\_\_\_\_

If your company has been awarded a bid by the City of Pensacola as a prime or sub-contractor in the past five years, please list those projects.

<u>PROJECT NAME</u>	<u>YEAR</u>	<u>DOLLAR AMOUNT</u>	<u>PRIME OR SUB.</u>
1. _____			
2. _____			
3. _____			
4. _____			
5. _____			
6. _____			

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

## **DRUG-FREE WORKPLACE CERTIFICATE**

**IDENTICAL TIE BIDS** - Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

**RFP NO. 23-015**

**OSCEOLA GOLF COURSE  
RESTAURANT OPERATION**

**WRITTEN SUBMITTALS  
EVALUATION SHEET**

**Name of Firm(s):** \_\_\_\_\_  
**Reviewer:** \_\_\_\_\_

	<b>Possible Points</b>	<b>Points Given</b>
1. Clearly shows experience with operating a restaurant of comparable size to the Osceola restaurant.	25	_____
2. Experience with operating a restaurant at a Golf Course.	10	_____
3. Clearly demonstrates an understanding of the food and beverage interests of golfers.	10	_____
4. Clearly shows experience in hosting various sizes of (Rental/Catering) functions requiring food/and or beverage service.	10	_____
5. Ability to implement a restaurant operation at Osceola within thirty (30) days of lease agreement approval.	10	_____
6. Clearly demonstrates that a current or previous restaurant is or was financially profitable.	20	_____
7. Proposed sample menu is realistic and prices are reasonable.	15	_____
8. Certification as or partnership with a Small, Minority, or Woman-owned Business Enterprise	3	_____
9. Certification as or partnership with a City-eligible Veteran Business Enterprise Firm	2	_____
	<b>TOTAL POINTS</b>	<b>105</b> _____

**Notes:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_