

<p><u>DELIVER TO:</u> City of Fort Pierce 100 North U.S. #1 Fort Pierce, FL 34950</p> <p><u>MAIL TO:</u> City of Fort Pierce Procurement Dept. P.O. Box 1480 Fort Pierce, FL 34954-1480</p>	<p>REQUEST FOR PROPOSALS and PROPOSER ACKNOWLEDGMENT</p>
Contact: Gelencia Carter, 772-467-3748	RFP No: 2014-023
Mandatory Pre-Bid Conference Date: N/A	RFP Title: MANAGEMENT OPERATIONS OF INDIAN HILLS GOLF COURSE
Mandatory Pre-Bid Location: N/A	RFP Opening Location: City of Ft. Pierce Procurement Dept. 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
RFP Due Date & Time: 3:00 PM, MONDAY, AUGUST 25, 2014	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Proposer Name: ----- Mailing Address: ----- ----- ----- -----	I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer. X _____ Authorized Signature (Manual)
City, State, Zip Code:	Typed or Printed Name:
Type of Entity (Circle One): Corporation Partnership Proprietorship	Title:
Incorporated in the State of: Year:	Delivery in _____ days, ARO
Phone Number:	Payment Terms: Net 30 Days
Fax Number:	FEIN or SS Number:
E-Mail Address:	Local Business: __Y __N MWBE: __Y __N
Bid Security is attached, when required, in the amount of \$ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
<p>THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID</p>	

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SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS “ORIGINAL” AND REQUESTED NUMBER OF COPIES AS “COPY” ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer’s name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted on the enclosed Proposal Form shall be rejected. By submitting a Proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit five (5) complete sets (one [1] original and four [4] copies) of their proposal complete with all supporting documentation. **SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSAL CONSTITUTES AN OFFER BY THE PROPOSER.** Proposals, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSAL

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposer/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers and attached to the proposal.

4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it “No Bid,” and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any proposal. It is the Proposers sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, which for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after opening of the proposals. Proposal tabulations will be furnished on the web site: <http://www.purchasing.ci.fort-pierce.fl.us>.

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested,

the Director of Administrative Services will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Engineering Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; proposal number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Proposer's Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the proposal specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the proposal response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Form attests to this.

12. INTERPRETATION

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so, on the part of the proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers by signing and enclosing said addenda with their proposal.

The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a proposal directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the proposal opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the proposal as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive proposal packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City's Purchasing Department. Proposers who obtain Proposal Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the proposal selection or contract award recommendation shall file such dispute according to the proposal protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being proposal. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently \$10,000.00) with any person or affiliate on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals, or waive any minor irregularity or technicality in proposals received, and may, at its sole discretion, request a rebid. Proposers are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. **ADVERTISING**

In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. **ASSIGNMENT**

Any purchase order or contract issued pursuant to this Invitation to Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be born by the Proposer.

28. **FACILITIES**

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer.

29. **REPRESENTATION**

A Proposer must have at the time of proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. **DISQUALIFICATION OF PROPOSER**

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. **ADJUSTMENTS/CHANGES/DEVIATIONS**

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. **INSURANCE**

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different 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 ensuing contract.

33. **PUBLIC RECORDS**

Upon award recommendation or ten days after opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the Proposal, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

34. PROPOSAL PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

36. INDEMNIFICATION

The parties recognize that the Proposer is an independent Contractor. Proposer agrees to assume liability for and indemnify, hold harmless, and defend The City of Ft. Pierce, its commissioners, mayor, officers, any appointed committee members, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of the Proposer, its officers, employees, agents, and representatives. Proposer's liability hereunder shall include all attorney's fees and costs incurred by The City of Ft. Pierce in the enforcement of this indemnification provision. This includes claims made by the employees of the Proposer against The City of Ft. Pierce and the Proposer hereby waives its entitlement, if any, to immunity under Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability The City of Ft. Pierce may have under the doctrine of sovereign immunity or Florida Statutes.

37. LICENSES

Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida & the City of Ft. Pierce prior to the signing of a contract. Should the Proposer not be able to obtain licenses and certifications, then contract negotiations will be terminated. Any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, the City of Ft. Pierce, etc., are the responsibility of the Proposer. The selected Proposer shall be responsible for knowledge of and compliance with all relative local, state and Federal codes and regulations.

38. ACCURACY OF QUALIFICATION INFORMATION

Any Proposer which submits in its proposal to The City of Ft. Pierce any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

39. PROHIBITION AGAINST CONTINGENT FEES

It shall be unethical for a person to be retained, or to retain any company or person, other than a bonafide employee working solely for the Proposer to solicit or secure a Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Contract. For the breach or violation of this provision, The City of Ft. Pierce shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

40. COORDINATION WITH THE CITY OF FT. PIERCE

The Proposer shall fully coordinate its activities in the performance of the contract with those of The City of Ft. Pierce and may meet, as requested, with the appropriate The City of Ft. Pierce officials or Board.

41. AFFIRMATION

By submission of an RFP, Proposer affirms that his/her proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same services.

42. RECORDS, ACCOUNTS AND AUDITS

The Proposer shall keep on the Premises, true, accurate and complete records and accounts of all sales, rentals and business being transacted upon or from the Premises and shall give The City of Ft. Pierce access during business hours and upon three (2) business days' notice to examine and audit such records and accounts. Such records shall be maintained as an independent certified public accountant would need to examine in order to certify a statement of Proposer's gross receipts pursuant to generally accepted accounting standards. The City of Ft. Pierce's Auditor or his designee shall have the right, during regular business hours with three (3) business days' notice and upon The City of Ft. Pierce's written request to the Proposer, to audit, inspect, examine and copy the Proposer's fiscal and financial records, books, ledgers, statements, reports, tax returns and documents relating to this agreement and the Proposer's revenues there under throughout the term of this agreement and for three (3) years following its expiration or cancellation.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

SPECIAL TERMS AND CONDITIONS LOCAL VENDOR PREFERENCE

1. **DEFINITION**

“Local business”, shall mean a business which meets the following criteria:

- 1.1 Has had a fixed office or distribution point located in and having a street address within St. Lucie, Indian River, Martin or Okeechobee County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the City. The fixed office or distribution point must be staffed and have a valid business tax receipt issued by the City of Fort Pierce at least 6 months prior to bid/proposal (must provide a copy). Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address; and
- 1.2 Holds any business license required by City of Fort Pierce; and
- 1.3 Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

2. **CERTIFICATION**

Any vendor claiming to be a local business as defined by subsection 1-above, shall so certify in writing to the Purchasing Department. The certification shall provide all necessary information to meet the requirements of subsection (1.1) above. The Purchasing Department shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a “local business”.

3. **NON-LOCAL BUSINESS**

“Non-local business” means a bidder which is not a local business

- 3.1 Preference in purchase of commodities and services by means of competitive bid. Under any such applicable solicitation, bidders/proposers desiring to receive local preference will be invited and required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as local business. Any bidder who fails to submit sufficient documentation with their bid offer shall not be granted local preference consideration for the purposes of that specific contract award. Except where federal or state law, or any other funding source, mandates to the contrary, City of Fort Pierce and its agencies and instrumentalities, will give preference to local businesses as outlined below in Section 4.

4. COMPETITIVE BID (SECOND CHANCE OFFER)

- 4.1 Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined. A **Second Chance Offer** will be offered to the lowest bidder if non-local and the lowest local bidder within 5% of the non-local bidder. Each bidder will be given the opportunity to resubmit a “second chance” bid price. Once the bids have been received by the Purchasing Department, a recommendation for award will be made with the new bid prices. If the local bidder does not resubmit a “second chance” bid price, declines, or is not the lowest bid price, then award will be made to the lowest overall qualified and responsive responsible bidder. If **ALL** bids made by “second chance” bidders are higher than the original low bid, then award will be made to the original low overall qualified and responsive responsible bidder.
- 4.2 In the event a bidder is awarded a contract pursuant to this section, all requests for change orders must be approved by the City Commission of the City of Fort Pierce.

5. CONSTRUCTION PROJECTS

- 5.1 **OPTION 1: NON-LOCAL CONTRACTORS** for construction projects that use a minimum of 60% up to 75% of the dollar value of the project for local sub-contractors and material suppliers would qualify as a “local” contractor.
- 5.2 **OPTION 2: NON-LOCAL CONTRACTORS** ~ that employs more than 30% minority employees and a minimum of 60% up to 75% local employees whose primary residence is within the boundaries of St. Lucie County, would qualify as a “local” contractor.
- 5.3 **Preference for RFP (request for proposals)** – In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, the locality rating evaluation score shall be assigned as follows:

LOCALITY RATING ~ TABLE

LOCATION	RATING
Headquartered within the City of Fort Pierce	25
Headquartered within the four counties (Martin, Okeechobee, Indian River, St. Lucie County)	20
Satellite office in four counties (Martin, Okeechobee, Indian River, St. Lucie County)	15
Office located in State of Florida	10
Office located outside of Florida	0

Proposing firms can only receive a score from one of the above categories.

6. NOTICE

Both bid documents and request for proposal documents shall include notice to vendors of the local preference policy.

7. WAIVER OF APPLICATION OF LOCAL PREFERENCE

The application of Local Preference to a particular purchase or contract for which the City of Fort Pierce is the awarding authority may be waived upon approval of the Commissioners.

8. COMPARISON OF QUALIFICATIONS

The preference established herein in no way prohibit the right of the Commissioners to compare quality of materials proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids. Further, the preferences established herein in no way prohibit the right of the City Commission from giving any further preference permitted by law instead of the preference granted herein.

9. RECIPROCITY

In the event any other Florida county or municipality (“local government”) deemed appropriate by the City of Fort Pierce extends preferences to local businesses. City of Fort Pierce may enter into an interlocal agreement with such local government wherein the preferences of this section may be extended and made available to vendors that have a valid business tax receipt issued by the specific local government to do business in that local government that authorizes the vendor to provide the commodities and services to be purchased, and a physical business address located within the limits of that local government. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Vendors must also be authorized to do business in City of Fort Pierce. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as a “local business” under this section. In no event shall the amount of the preference accorded other local government firms exceed the amount of preference that such local government extends to City of Fort Pierce firms competing for its contracts.

SECTION III

REQUIRED LIMITS OF INSURANCE

CONTRACTOR shall, at its own expense, procure and maintain throughout the term of the Contract, with an insurer or insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. As evidence of compliance with the insurance required herein, CONTRACTOR shall furnish the CITY with one of the following forms of acceptable evidence of insurance:

- (a) (1) a fully completed satisfactory Certificate of Insurance evidencing all coverage required and;
 - (2) a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies); and
 - (3) a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of CITY and the CITY's board members, officials, officers, agents and employees as additional insureds in the Commercial General Liability coverage;
- (b) the original of the policy(ies); or
- (c) other evidence satisfactory to the CITY.

Until such coverage is no longer required by this Agreement, CONTRACTOR shall provide the CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

To the extent CONTRACTOR is permitted to and elects to sub-contract any of the work performed under this Agreement, CONTRACTOR shall require its Subcontractors and its Sub-subcontractors to maintain any and all insurance required by law. Except to the extent required by law, or as otherwise specifically provided by this Agreement, this Agreement does not establish minimum insurance requirements for Subcontractors or Sub-subcontractors.

If requested to do so by the CITY, CONTRACTOR shall, within thirty (30) days after receipt of a written request from the CITY, provide the CITY a certified, complete copy of the policies of insurance of insurance providing the coverage required.

Workers' Compensation/Employers' Liability

Such insurance shall be no more restrictive than that provided by the Standard Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without restrictive endorsements other than those required by the State of Florida or any restrictive NCCI endorsements, which under the NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the CITY with thirty (30) days written notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two: \$1,000,000 Each Accident
\$1,000,000 Disease – Policy Limit
\$1,000,000 Disease – Each Employee

Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the state of Florida or those described below. The policy must be endorsed to provide the CITY with thirty (30) days written notice of cancellation. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Silica, asbestos or lead
- Sexual molestation

The minimum limits shall be:

\$2,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

The CITY and the CITY’s board members, officials, officers, agents and employees shall be included as “Additional Insureds” on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement).

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work and must be endorsed to provide the CITY with thirty (30) days written notice of cancellation. The CITY and the CITY’s board members, officials, officers, agents and employees shall be included as “Additional Insureds.” The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	Each Occurrence – Bodily Injury and Property Damage Combined
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Liquor Liability Insurance

Such insurance shall cover the liability of the CONTRACTOR arising out of the sale of alcoholic beverages on the demised premises. Except as otherwise agreed in writing by the CITY, the insurance shall be no more restrictive than that provided by the Standard Liquor Liability Form (ISO Form CG 00 33) without restrictive endorsements. The CITY shall be

included as an Additional Insured on a form acceptable to the CITY. Coverage must either be on an occurrence basis; or if on a claims made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	Each Occurrence
\$1,000,000	Annual Aggregate

Pollution Legal Liability

Such insurance shall cover the CONTRACTOR for liability resulting from pollution or other environmental impairment arising out of, or in connection with work performed on the premises by the CONTRACTOR or subcontracted by the CONTRACTOR including coverage for clean-up of pollution conditions and third party bodily injury and property damage claims arising from spraying of herbicides and pesticides or other pollution conditions. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	Each Occurrence
\$1,000,000	Annual Aggregate

The CITY and the CITY's officials, officers, and employees shall be included as an "Additional Insureds" on the policy.

Fidelity Coverage

CONTRACTOR shall procure and maintain, on a form acceptable to the CITY, fidelity insurance coverage which shall cover the CONTRACTOR and the CITY against loss caused by the dishonesty of employees of the CONTRACTOR in connection with the Agreement. The insurance provided by CONTRACTOR shall be endorsed to provide the CITY with 30 days prior written notice of cancellation. The minimum amount of the fidelity insurance shall be:

\$50,000	Per Claim/Annual Aggregate
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Property Insurance

The CONTRACTOR and the CITY shall each be responsible for maintaining insurance on their own property. Regardless of whether the CONTRACTOR purchases property coverage or not, CONTRACTOR hereby expressly waives and releases any cause of action or right of recovery which CONTRACTOR may have hereafter against the CITY for any loss arising out of loss or damage to the CONTRACTOR's property, about or a part of, the premises whether covered by insurance or not.

General Conditions

The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the CITY or the CITY's board member, official, officer or employee.

Except where prior written approval has been obtained hereunder, the insurance

maintained by CONTRACTOR shall apply on a first dollar basis without application of a deductible or self-insured retention. CONTRACTOR shall pay on behalf of the CITY or the CITY's board members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the CITY or the CITY's board members, officials, officers, agents and employees.

The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives its rights of subrogation against FPUA and FPUA's officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of CONTRACTOR. Any remedy provided to the CITY by the insurance provided by CONTRACTOR shall be in addition to and not in lieu of any other remedy (including to, as an indemnitee of CONTRACTOR) available to the CITY under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by CONTRACTOR shall relieve CONTRACTOR from responsibility to provide insurance as required by this Agreement.

CONTRACTOR shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement.

At its sole discretion, CITY may obtain or renew CONTRACTOR insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due CONTRACTOR from CITY.

Certificates of Insurance must be completed as follows:

Certificate Holder

**City of Fort Pierce
Procurement Department
100 North U.S. #1
Fort Pierce, FL 34950**

Additional Insured for Commercial General Liability and Automobile Liability shall be:

Additional Insured

City of Fort Pierce and its board members, officials, officers and employees.

SECTION IV

INSTRUCTIONS TO PROPOSERS

SUMMARY

The Indian Hills Golf Course has, in the past, operated as an Enterprise Fund. This means it is operated like a business and revenue is expected to cover operational and maintenance expenses, capital improvement costs and any debt that may be incurred by the Golf Course. It is vital to maintain and manage the Enterprise Fund in a fiscally responsible manner so that the users of the facilities (golfers and guests) are not only supporting the daily operational and maintenance costs, but also the long-term capital improvement projects to keep the facility attractive, functional and competitive with the local golf market, up to today's industry standards.

The City of Ft. Pierce, Florida is seeking proposals from qualified firms (Proposer) to provide **Full Operational Management at the Indian Hills Golf Course, an 18-hole golf course, located at 1600 South Third St, Ft. Pierce, FL 34950.**

A. OBJECTIVES

The City of Ft. Pierce is seeking to have the Indian Hills Golf Course operated in a professional manner to achieve the following business goals:

- The primary objective of the course is to provide the residents of The City of Ft. Pierce and the general public the best possible experience for an affordable price.
- Offer professional, friendly customer service. The City of Ft. Pierce desires all customers to experience a professional welcoming manner that conveys respect, courtesy and a genuine desire to please the customer. The City of Ft. Pierce desires that all who shall visit the Indian Hills Golf Course recommend it to their friends and look forward to playing the course over and over again.
- Coordinated effort to accommodate all clubhouse operations. The City of Ft. Pierce desires that all those wishing to use the course for group outings, charity events, tournaments, etc will be served by a professional staff able to coordinate pro shop, food and beverage, driving range and cart rental services.
- Increase the number of 18-hole equivalent rounds played.
- Quality merchandise and lessons. The City of Ft. Pierce desires to have all merchandise, apparel, and repair work provided in the pro shop to be of high quality and within the typical realm of a golf shop. The City of Ft. Pierce desires to have private, group, and recreational class golf lessons provided and have a certified golf professional available for instruction.
- Provide cost effective management with an eye toward how to improve.
- To offer affordable rates for golf activities to the public at the highest level of services possible.
- Have a short and long term marketing plan supporting goals and objectives.
- To add the necessary capital improvements to the golf course and facility pursuant to a 5-year plan, this will be updated annually.

B. SUMMARY OF REQUEST FOR PROPOSAL INFORMATION

The Proposer(s) selected to enter into any management contract agreement with The City of Ft. Pierce will be expected to manage the operations consistent with modern management trends in the golf industry. The City of Ft. Pierce desires to offer the public challenging playing conditions, well-manicured greens, fairways, and tees, and all other golf services that may be sought by the Club's patrons. It is up to each Proposer to fully describe their approach to the specific service outlined in this RFP.

The City of Ft. Pierce is requesting the submission of written proposals, with detailed information, by the company or individuals who are interested in submitting for management or lease of ALL operations and maintenance for the Indian Hills Golf Course including the clubhouse, driving range and course, Proposers are to refer to the following:

Each exhibit provided reflects The City of Ft. Pierce's specifications and expectations.

Proposers should submit a transition plan indicating how the Proposer will assume the services provided by The City of Ft. Pierce in a smooth and orderly fashion.

GOLF COURSE INFORMATION AND CURRENT STATUS

Indian Hills Golf Course has been a cornerstone of Fort Pierce since 1942. The City acquired the Course in 2002 and has been continually striving to improve both customer service and facilities conditions. In that spirit, the City retained Architect Ward Northrup to design an entirely new 18-hole layout on the existing grounds.

The new 6555-yard layout has been well received by both long-time patrons and newcomers alike. This challenging, yet friendly new course features expansive tee surfaces, wide fairways, continuous concrete cart paths and Tif-eagle greens. 72 sand bunkers dot the landscape and add to the challenge for tee shots and approaches. In addition Indian Hills offers a 320-yard practice range as well a short game practice area and green.

STRUCTURES AND FACILITIES

There are two (2) buildings on the Golf Course Property, including a clubhouse/Pro Shop and Sheds/storage buildings. The clubhouse is a one-story frame building and is in fair to good condition. It contains a pro shop, small office area. The building has central air conditioning. Attached to the clubhouse is a cart shed that is in good condition.

IRRIGATION SYSTEM

The irrigation system is in good operating condition.

1. **PURPOSE/INTENT**

This Request for Proposal (RFP) is issued by The City of Ft. Pierce, Florida, the purpose of this RFP is to solicit proposals from qualified vendors to operate, maintain, and manage the Operation of the Indian Hills Golf Course, an 18-hole public golf course with a driving range. The entire Golf Course Property consists of approximately **143.47** acres. The Golf Course Property was designed by Architect Ward Northrup. It averages about 48,000 rounds of golf per year.

The Golf Course is located in Ft. Pierce, Florida. The City is seeking an Operator that has experience and knowledge in operating golf courses, is financially stable, and shows strength in customer service commitment and employee performance. The winning vendor will enter into a five-year Operating Agreement with the City and will have the potential to renew the Operating Agreement for an additional five-year term.

It is the goal of The City of Ft. Pierce to continue the safe and efficient operation of the Golf Course Property. Thus, the City intends to enter into an agreement with a capable Operator that will both operate and develop the Golf Course Property in accordance with Federal, State, and local laws and the terms set forth in the Operating Agreement. The successful vendor will have daily control over the Golf Course Property and will be responsible for its full time operation, as well as its physical and commercial development.

All vendors shall submit as part of their proposal an Operational Management Plan, setting out how they propose to operate, manage, and develop the Golf Course Property. Based on this Operational Management Plan, vendors also must propose a fixed monthly fee. The winning vendor will be the qualified, experienced vendor whose proposal is most responsive to The City of Ft. Pierce's goal and whose plan provides a realistic means of generating revenue for The City of Ft. Pierce. The intent of this RFP is to award a contract in the form of a five-year Operating Agreement to a responsive vendor whose proposal conforms to the requirements of this RFP and is most advantageous to The City of Ft. Pierce, price and other factors considered.

2. **PROPOSAL OPENING DATE**

Proposals are due on or before **3:00 PM, Monday, August 25, 2014**. Five (5) copies of sealed proposals (one original and four copies) shall be mailed or delivered to:

Delivery Address:
City of Fort Pierce
100 North U.S. #1
Fort Pierce, FL 34950

Mailing Address:
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954-1480

Proposals should be enclosed in a sealed envelope clearly marked on the outside with the following information: proposal name, proposal number, due date/time, proposer name, and proposer address and phone number.

Copies of the proposal documents are available electronically from the Procurement Department by e-mail request to biddesk@city-ftpierce.com or on the web site of

Any proposals received after the designated time and date listed above will be returned unopened.

2.1 All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, “No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award.**”

3. SELECTION PROCESS AND AWARD

All proposals will be evaluated by an Evaluation Committee in accordance with the criteria set forth in the RFP documents. The City of Ft. Pierce will not be liable for any costs incurred by the Proposer in connection with proposals or presentations.

The City of Ft. Pierce reserves the right to accept or reject any or all proposals with or without cause, to waive technicalities, or to accept the proposal, which, in its judgment, best serves the interest of The City of Ft. Pierce. In the event contract(s) are to be awarded, it will be to the Proposer that demonstrates, in The City of Ft. Pierce’s opinion, the highest degree of compliance with the evaluation criteria, who will thereafter enter into a written Agreement with The City of Ft. Pierce. The Proposer(s) understands that this RFP does not constitute an agreement or a contract with the Proposer. The City of Ft. Pierce reserves the right to reject all proposals, to waive any formalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety.

4. PROPOSAL WITHDRAWAL

Proposers may withdraw their proposal by notifying The City of Ft. Pierce in writing at any time prior to the time set for the proposal deadline. Proposers may withdraw their proposal in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals, once opened, become the property of The City of Ft. Pierce and will not be returned to the Proposers.

No additional information may be submitted, or follow-up performed by any Proposer after the stated due date outside of a formal presentation requested by the Evaluation Committee.

5. CONTACT

All prospective Proposers are hereby instructed not to contact any member of the City of Ft. Pierce, Florida other than the noted contact person regarding this RFP. Any such contact may be cause for rejection of your proposal.

No RFP may be withdrawn for a period of **90** days after time has been called on the date of opening.

6. **INQUIRIES/QUESTIONS**

6.1 All inquiries will be in a written format and addressed to Director of Administrative Services and a copy to the Purchasing Manager.

TO

City of Fort Pierce
Tony Barnes
Director of Administrative Services
P. O. Box 1480
Fort Pierce, FL 34954-1480
Fax: (772) 467-3848
Email: tbarnes@city-ftpiercer.com

COPY

City of Fort Pierce
Gelencia Carter, M.P.A.
Purchasing Manager
P.O. Box 1480
Fort Pierce, FL 34954-1480
Fax: (772) 467-3848
Email: biddesk@city-ftpiercer.com

6.2 No inquiries will be received within seven (7) calendar days of the proposal date.

7. **CERTIFICATE OF INSURANCE**

Consultant shall procure, at its own expense, insurance according to the insurance requirements listed in Section III of these specifications. The insurance shall become effective prior to the commencement of work by the consultant and shall be maintained in force until completion of project.

8. **BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)**

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your proposal submittal.

9. **W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM**

The Proposers will be required to return a completed W-9 Taxpayer Identification Form with the Proposal Response Form.

10. **MINORITY PARTICIPATION AND OUTREACH PROGRAM**

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

11. **PURCHASING CARD PROGRAM**

11.1 The City has implemented a **Purchasing Card Program**. The selected Proposers(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI). **Any percentage off the bid price for the acceptance of Visa will be considered in the bid award.** If no such percentage is given, the City shall assume 0% discount applies.

11.2 Proposers are requested to state in their proposal under additional data, if they will honor the VISA Purchasing Card. In the event of failure on the part of the Proposer to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI (after receipt of invoice).

12. CONTRACT TERMS

Management and operation of all facets of the Golf Course on a short term basis (five (5) years with a possible renewal of an additional five (5) years) on behalf of The City of Ft. Pierce.

SECTION VI

INSTRUCTIONS FOR PREPARING PROPOSALS

****NOTE: The Proposer must use sections and tabs which are clearly identified and also must number and label all parts, pages, figures, and tables in its proposal. Additional tabs may be appended which contain any other pertinent matters which the proposer wishes the City to take into consideration in reviewing the proposal.**

A. General

The Proposer(s) warrants its response to this Request for Proposals to be fully disclosed and correct. The proposer must submit a response complying with this RFP, and the information, documents and material submitted in the proposal must be complete and accurate in all material aspects. All proposals must contain direct responses to the following questions or requests for information and be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below.

Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Proposers are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide requested information may result in disqualification of response.

The proposal must be submitted on 8 1/2" x 11" paper, numbered, typewritten, with headings, sections, and sub-sections identified appropriately.

It is expressly understood that the Evaluation Committee's preference/selection of any proposal does not constitute an award of a Contract with The City of Ft. Pierce. It is further expressly understood that no Contractual relationship exists with The City of Ft. Pierce until a Contract has been formally executed by both The City of Ft. Pierce, and the selected Proposer. It is further understood, no Proposer may seek or claim any award and/or reimbursement from The City of Ft. Pierce for any expenses, costs, and/or fees (including attorneys' fees) borne by any Proposer, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Proposer.

B. Proposal Sections

The proposal must be divided into seven (5) sections with references to parts of this RFP done on a section number/paragraph number basis. The seven (7) sections shall be named:

1. Letter of Transmittal
2. Experience and Qualifications
3. Business Plan
4. Financial Plans and Oversight
5. Staffing and Professional Qualifications

6. Supplemental Documents
7. Fees and Compensation

C. Letter of Transmittal

1. **Proposer's Letter**: The Proposal letter shall be addressed to The City of Ft. Pierce, Florida Purchasing Director and shall include at a minimum the following:
 - Name of Individual, Partnership, Company, or Corporation submitting proposal;
 - Contact information for proposal submittal questions and future performance questions;
 - Statement that all terms and conditions of the RFP are understood and acknowledged by the undersigned;
 - Signature(s) of representative(s) legally authorized to bind the Proposer.
2. **Corporate Information**: If a Proposer is a corporation, it must be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in the State of Florida & the City of Ft. Pierce prior to the signing of a contract.
3. **Executive Summary**: The Proposer will include an Executive Summary, (maximum 3 pages), that states how they view this contractual opportunity and provides an overview of their proposed approach.

SECTION 5: EXPERIENCE AND QUALIFICATIONS

Experience

Minimum Years of Experience Preferred: **5 years**

The operator must have a proven track record of successful management of one or more public or semiprivate golf courses. A minimum of three (5) years' experience is required. Staff certifications desirable would include a Class "A" PGA Professional and certified Golf Course Superintendent through the GCSAA.

In order to determine if a proposing firm has adequate experience, the proposer needs to provide answers for the following questions or requests for information as they relate to its existing operation of similar facilities. Proposers shall answer all questions.

- A. Indicate the number of years the Proposer has been providing these types of services.
- B. Provide a listing and description of courses operated by the proposer including the number of rounds per year per course.
- C. Provide the annual number of rounds and type of rounds, per golf course.
- D. Provide the average annual maintenance expense per course.

- E. Provide a brief description of the location and market overview for each market operated (e.g. number of courses in market, market share competition, cost structure and revenue generation)
- F. Demonstrate your organization's ability to move into a new market and be successful.
- G. Indicate how your organization has elevated the image of other courses you operate.
- H. Please provide a list of five (5) references that can describe your previous performance in the management, operations, and maintenance of facilities for whom the proposer has provided services comparable to those described in this RFP. This listing shall include contacts for the last three (3) contracts entered into by your organization. For each reference, detail:
 1. Name of entity (firm, city, etc.).
 2. Address of entity.
 3. Name, title, e-mail address, phone, and fax of a contact for the entity.
 4. Number of years Proposer has served the entity.
 5. Brief summary of scope of services provided, and type of contract.
 6. Brief summary of measures of success of your operations.
- J. Provide legal history of the company including, but not limited to:
 1. Proposer shall disclose if it has made any claims for extra payment or increases in compensation during the course of its agreements to provide services at any golf course.
 2. Proposer shall provide an outline history of contract amendments with any current contracts to include timeline and purpose of amendment.
 3. Proposer shall list any current subcontractors or lessees or list intent to subcontract if known.
 4. List any history of claims, litigation, arbitration, and/or termination for cause associated with any work contracted on any project in the past ten (10) years.
 - Has the Proposer had a contract terminated for default within the past ten (10) years?
 - Has the Proposer filed any lawsuits, requested arbitration, or been involved in any litigation with regard to your contract activity within the last ten (10) years?
 - Does the Proposer have any judgments, claims, arbitration proceedings, or lawsuits pending?
 - Has the Proposer filed for Chapter 7, 11 or 13 bankruptcies in the past ten (10) years?
 5. List any current litigation with the State of Florida.
 6. If Proposer has no history of litigation, claims, or disputes, please so state.

SECTION 6: BUSINESS PLAN

This section details the components to be included in the Proposer's Business Plan describing the services to be performed and the manner in which they will be performed. Such description should, at a minimum, provide the following information.

- Proposer's understanding of the project.

- Overall project plan with a listing of all major tasks to be performed by the Proposer and the deliverable products associated with each task
- Listing and annotation as to the manner in which the Proposer proposes to meet each provision stipulated in this RFP.
- Examples of measurable goals and objectives that can be incorporated in the agreement.
- List of any exceptions taken to the provisions of this RFP.

Below (in A through D) are The City of Ft. Pierce's minimum expectations. Explain how you will meet those expectations. The Proposer is encouraged to exceed minimum expectations, explain how, and project the resulting performance and financial benefits to The City of Ft. Pierce.

Complete Management Services Proposal

The Proposer will be responsible for providing, at a minimum, the following:

1. Managing general site operations, including the golf course, practice areas, food and beverage areas, pro shop and maintenance building and all other outdoor spaces including the parking lots.
2. Detail the types of support anticipated from your company's central office if applicable.
3. Describe how individual courses currently obtain such support and how the administrated costs for each individual course are apportioned and accounted for.
4. Developing and submitting an annual operating budget for all course operating costs, materials and equipment. Purchases made within the budget shall follow The City of Ft. Pierce's Purchasing Policies.
5. Developing and implementing all critical business systems including but not limited to: preparing audits, completing asset inventories, developing personnel management procedures, paying all taxes, licenses and utilities and providing all required reports and accounting. Providing appropriate insurance and indemnifying and holding The City of Ft. Pierce harmless from any liability arising from the operation of the golf course and related facilities.

A1. Golf Pro Shop Operations

The Proposer will be responsible for providing, at a minimum, the following:

1. Managing the pro shop site operations including the golf Pro Shop practice areas and the cart storage areas.
2. Selecting and/or acquiring all golf shop merchandise, and supplies.
3. Providing and supervising staff to operate and manage the Course Pro Shop from sunrise to sunset, 7 days a week, except for Christmas day.
4. Providing and managing golf cart and equipment rentals, including maintaining golf carts.

5. Regulating and controlling play, including the enforcement of Course rules and regulations.
6. Supervising and controlling the starting time and reservation system.
7. Follow The City of Ft. Pierce's policies for collecting and depositing green fees, cart fees, and range fees daily.
8. Scheduling and facilitating golf tournaments, clinics and junior golf promotions.
9. Recruiting, hiring, training, scheduling and supervising course ranger services.
10. Developing a complete golf instruction program and employing a Class "A" Professional Golfers Association (PGA) professional or LPGA equivalent, to oversee and implement the program.
11. Developing and implementing marketing strategies for promotion of special group and tournament play particularly on days, and during periods, of low demand.
12. Promoting golf and golf-related activities in cooperation with existing golf clubs, organizations and The City of Ft. Pierce.
13. Working cooperatively and collaboratively with other organizations to coordinate, develop and schedule golf events that are mutually beneficial to both parties and that promote golf play.
14. Proposers must present capital improvement plans, including proposed funding.
15. Proposer shall include a 5-year marketing plan to increase rounds of golf with expectations for annual updates.
16. Proposer may, as requested, attend monthly meetings with The City of Ft. Pierce or designee to provide updates on overall golf operations.

A2. Maintenance Services

The Proposer will be responsible for providing, at a minimum, the following:

1. Maintaining the landscape and hardscape of the entire site to promote and support operations at a level consistent with a high quality, daily fee golf facility including, but not limited to: tees, greens and green collars, fairways, irrigated and non-irrigated rough, native and wetland areas, bunkers, water features, cart paths, practice area putting/hitting surfaces, fencing and turf, maintenance building, clubhouse, parking lots, entrance roads, signage, perimeter fencing, adjacent unimproved rights-of-way lighting, storage and utility services.
2. Developing a complete facility maintenance program and employing a fulltime, Class "A" PGA and a Certified Golf Course Superintendent Association of America (GCSAA) professional with a license to apply chemicals normally used in the geographical area to oversee and implement the program.
3. Selecting and/or acquiring all landscape and hardscape maintenance materials, tools and supplies.
4. Maintaining the existing maintenance equipment per manufacturer's recommendations.

5. Maintaining in accordance with manufacturers recommendations, all tools and supplies for golf course maintenance equipment repair.
6. Proposers must present capital improvement plans, including proposed funding.
7. The Proposer will be responsible for providing, at a minimum, the following:
 - a. A statement of the firm's experience and qualifications.
 - b. Identify proposed staff members who will be involved in providing services.
 - c. Detail plan of proposed approach to the scope of services required.

A3. Food and Beverage

Proposer to review The City of Ft. Pierce's specifications and expectations for the Food and Beverage services. Any exceptions to the requirements must be clearly noted with an explanation for the deviation.

1. Provide food and beverage concession services to golfers, tournament groups and visitors of The City of Ft. Pierce, Indian Hills Municipal Golf Course during all course operating hours.
2. Maintain customer service as a top priority. The Proposer must provide restaurant employees who are professional, friendly, well dressed and courteous to all golfers and general public. The employee must maintain a neat appearance, exercise good public relations skills, respond to customer complaints and questions, have good wait person manners and conduct themselves in a high standard that is acceptable to The City of Ft. Pierce. The Proposer shall also maintain a good working relationship with The City of Ft. Pierce staff.
3. The Proposer will be responsible for providing, at a minimum, the following:
 - A statement of the firm's experience and qualifications.
 - Identify proposed staff members who will be involved in providing services.
4. Detail plan of proposed approach to the scope of services required

SECTION 7 - FINANCIAL PLANS AND OVERSIGHT

A. Revenue and Expense Models

Proposal shall include a financial plan (detailed pro forma) that demonstrates a viable revenue and expense model for the period of the proposed term of the agreement.

The expense portion (model) shall include all of the anticipated operating, any debt service provided by the city, and any capital improvement costs. Any fixed capital improvements shall become the property of The City of Ft. Pierce, Florida upon termination or expiration of the term of the agreement.

B. Financial Plans – Other

Explain your financial plan for each of the major elements of the Indian Hills Golf Course management and operations that are included in your proposal.

At a minimum include:

- Golf Pro Shop Services
- Golf Course Maintenance
- Driving Range
- Food and Beverage

C. Reports

Sample Monthly reports of activities shall be submitted by the Proposer. Reports to be submitted with the proposal should include but are not limited to the following

1. Gross Revenue Statement/Pro Forma
2. Staffing
3. Maintenance Conditions Report
4. Rounds of Golf by Type
5. Expenditures Statement/Pro Forma
6. Recommendations

D. Oversight

The City of Ft. Pierce wants to achieve and maintain effective public-private relationships. Visibility is of utmost importance. The City of Ft. Pierce will maintain oversight and facilitate timely communications.

The Proposers shall include procedures to measure employee performance, customer satisfaction and level of performance of contract requirements. Summary reports will be filed with The City of Ft. Pierce at least semi-annually.

Also, Proposers should recommend methods that The City of Ft. Pierce and the Proposer management can jointly use to insure that objectives are met and that requirements are fulfilled. This is expected to include the Proposer's local and home office management.

E. Evaluation of Operations

The City of Ft. Pierce intends to protect its interests and ensure that expectations are met.

The details of the golf course evaluation are outlined below. These details are for a Management Option.

1. A written golf course evaluation report will be issued quarterly by the Parks Director or Designee which shall be coordinated with the Proposer's Golf Course Superintendent. Action items shall be addressed immediately by the Proposer with dates of completion documented weekly.

2. At the end of the first ninety (90) days of golf course maintenance, the Proposer shall submit a formal report to The City of Ft. Pierce representative outlining recommendations which will improve the quality of service and assist in effecting future cost savings.
3. The Parks Director or Designee shall, on a frequent basis or as necessary, inspect some or all of the golf course for purposes of ensuring Proposer's compliance with the scope of services. In conducting such inspection and evaluation, The City of Ft. Pierce representative shall complete applicable portions of the Golf Course Operations and Maintenance Standards form (included in this section) and shall promptly thereafter provide Proposer a copy of the completed form or applicable portion. The City of Ft. Pierce representative shall act reasonably and in good faith in making the determination of whether the Proposer has met the standards identified in the scope of services for the applicable areas being evaluated.
4. The golf course operations and maintenance components shall be rated as "Acceptable," "Needs Improvement," or "Unacceptable." An overall rating using the same scale shall also be determined. The Golf Director or Designee's rating of an item as "Unacceptable" or "Needs Improvement" shall, upon Proposer's receipt of the Golf Course Operations and Maintenance Standards form, constitute a Notice of Golf Course Deficiency with respect to the deficient items(s).

Rating Scale shall be as outlined below:

Acceptable	95 – 100
Needs Improvement	81 – 94
Unacceptable	80 and below

5. Within one (1) week after receipt of the Golf Course Operations and Maintenance Standards form The City of Ft. Pierce representative and the golf course superintendent shall meet to review the deficiency item(s), including the corrective actions the superintendent intends to take to correct the deficiency item(s) and the time schedule for completion of corrective action. The proposed corrective action and the time schedule shall be approved by the Golf Director or Designee. When a deficient item has been satisfactorily corrected, the superintendent of the golf course shall notify The City of Ft. Pierce's representative.
6. If Proposer obtains an overall rating of "Unacceptable" for a period of two (2) consecutive months, or fails to take *action* to timely correct any deficiency item(s), a vendor complaint shall be submitted to The City of Ft. Pierce Purchasing Department notifying them that the Proposer is in material breach of their contract, which may result in contract termination. In addition, any failure to achieve an overall rating of "Acceptable" for any four (4) months within any single operating year, or any three (3) consecutive months, will be considered as a material breach of the contract, which may result in contract termination.

7. The following items shall be considered exclusions for the purpose of determining whether there have been two consecutive months with overall ratings of "Unacceptable" and for the purpose of determining whether an outstanding deficiency item has been timely corrected:
 - a. Any outstanding deficiency item that the superintendent is diligently and timely correcting in accordance with the time schedule jointly agreed to by the Parks Director or Designee and the superintendent of the Golf Course;
 - b. Any deficiency item in which the correction is considered a Capital Improvement but only if and to the extent Proposer, in light of its expertise and experience as a manager of first class golf courses, could not have taken reasonable measures to prevent or mitigate the deficiency item from occurring;
 - c. Any deficiency item that superintendent is unable to correct because of the occurrence of a "Force Majeure Event", but only to the extent the Proposer, in light of its expertise and experience as a manager of first class golf courses, could not have taken reasonable measures to prevent or mitigate the Force Majeure Event;
 - d. Any deficiency item that the superintendent is unable to correct due to The City of Ft. Pierce's failure to provide sufficient funds to effect such correction.

SECTION 8 – FEES AND COMPENSATION- (Management Fee Itemize)

The Proposer agrees to provide management and operational services at Indian Hills Golf Course for fees based upon a five-year term. The proposer shall submit a description of the management fees they propose that The City of Ft. Pierce pay for their services. The proposed fee structure should also identify future year adjustments. The management fee will be payable to the Proposer in monthly increments, paid for by the operating revenues of Indian Hills Golf Course. Options to extend the five-year agreement will be evaluated and, if agreed to by both parties may be included in the final agreement.

If Proposer wishes to propose capital improvements, please provide a clearly defined plan and how it will be financed.

SECTION 9: STAFFING AND PROFESSIONAL QUALIFICATIONS

A. Staffing and Organization

Proposer shall include a staffing plan for Indian Hills Golf Course and shall indicate the following:

1. Identify the overall manager and other key personnel by name with their skills, background and credentials. Include references and proposed job descriptions. If you cannot at this time identify the person by name, supply the required qualifications and how you will acquire that individual.
2. The Proposer must have staff that are certified Class A Professional Golf Association (PGA) Members and Golf Course Superintendents of America (GCSAA) Members, with a state pesticide licensed professional on staff.
3. Provide staffing levels, and an organizational chart, for each segment of your overall local organization. Provide an organizational summary that will highlight the experience and the role of the individuals who will be directly involved in the management of The City of Ft. Pierce Indian Hills Golf Course. Include a listing of all personnel that will be assigned to the project along with a summary of their qualifications and specific responsibilities for the project.

SECTION 10: EVALUATION OF PROPOSALS

A. Evaluation Method

The City of Ft. Pierce appointed an Evaluation Committee to evaluate Proposals considering both the written proposal and reference checks. Upon completion of the evaluations the Evaluation Committee will recommend, to The City of Ft. Pierce, Florida, the Proposer(s) which offer the best value to The City of Ft. Pierce, taking into consideration the importance of the evaluation factors set forth below.

Evaluation of Proposals: The Evaluation Committee will review and evaluate the proposals for the purpose of ranking them in relative position based on how fully each proposal meets the criteria for each category. The City of Ft. Pierce shall be the sole judge of its own best interests and evaluation of Proposals.

The City of Ft. Pierce's decisions will be final. The ranking of Proposals will be at the sole discretion of the Evaluation Committee and any protests by any Proposer that is not selected or short listed will not be considered.

The City of Ft. Pierce reserves the right to negotiate a contract with the highest evaluated proposer as determined by the Evaluation Committee. The City of Ft. Pierce reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract. Should negotiations with the highest evaluated proposer not produce an acceptable contract, The City of Ft. Pierce reserves the right to begin negotiations with the second highest qualified proposer, and so on, until an acceptable contract is negotiated, or to break off negotiations with all firms and not award a contract. The responsibility for final selection and award of a contract rests solely with The City of Ft. Pierce. The City of Ft. Pierce has the sole discretion at which option they believe will best meet the interests of the community. The City of Ft. Pierce shall not be liable to any proposer for costs associated with responding to this RFP, of proposer's participation in any oral interview, or any cost associated with negotiations.

Based upon preliminary scoring of the written Proposals, the Evaluation Committee will shortlist the top three (3) firms and may invite those firms to make a presentation so that the Proposer can further present the proposal and discuss various components of the Proposal. Following the presentations, if applicable, the Evaluation Team will rank the

shortlisted firms considering both the written proposal and presentation. Proposer presentations/demonstrations shall be at a City site, at a date and time mutually agreed to between The City of Ft. Pierce and Proposer, and shall be at the Proposer's expense. Evaluation Committee members will individually score each responsive and responsible proposal using the criteria below. Total score for each response will be tabulated for each Evaluation Committee member. Using those scores, each response will be ranked.

B. Evaluation Criteria

Proposals will be evaluated using the following factors and assigned values:

#	Criteria	Points
1	Proposal Overview	25
2	Professional Qualifications	25
3	Business Plan	25
4	Golf Maintenance Plan	20
5	Vision for The City of Ft. Pierce Indian Hills Golf Course	20
6	Financial Benefit to Indian Hills Golf Course	15
7	Environmental Practices	10
8	Proximity to the Area. <i>Florida</i> 10 points <i>Southeastern US</i> 5 points <i>All Others</i> 2 points	10
	Total	150

SELECTION PROCESS

A Selection Committee will review all proposals submitted in response to this RFP. Submit all required information for any subconsultants/subcontractor(s) that will be used to perform any part of the requested services. Consultants/Contractors will also be evaluated using the above listed criteria.

Any or all of the firm(s) may be requested to expand on their response and/or make a formal presentation.

Following the presentations, the committee will vote on the preferred vendor and contract negotiations will begin. All contracts with vendors are subject to approval by The City of Ft. Pierce, Florida. Depending on the final cost, The City of Ft. Pierce will have approval authority over the contract and proposed budget outlay.

The evaluation and selection process will be conducted in accordance with purchasing regulations as described elsewhere in this RFP.

Phase One Criteria (Identify short listed offerors only)

The Purchasing Director, in consultation and upon the recommendation of the head of the using agency, shall select from among the offerors no less than three (3) offerors (the "short-listed offerors") deemed to be the most responsible and responsive; provided, however, that

if three (3) or less offerors respond to the solicitation, this requirement will not apply. The selection of the short-listed offerors shall be made in order of preference. From the date proposals are received by Purchasing Director through the date the contract is awarded, no offeror may make substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of offeror's teams prior to award.

It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. The contract will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.

Your team will be evaluated on the basis of how well your firm and its individual professionals meet the criteria outlined including general and specific selection criteria. Please submit your proposal in a concise written tabulated format indexed and organized. The recommended firm and contract will be presented to The City of Ft. Pierce Commission for final approval.

Each submittal must respond to the requested information for each section.

Phase Two Criteria

(Rank the company that best address scope of service/ technical proposal as outlined in the specifications to be in the best interest of The City of Ft. Pierce, Florida).

Note: All offerors selected to participate in Phase Two shall be equally evaluated without respect to the score received in Phase One.

After an initial screening process, a technical question and answer conference or interview will be conducted, if deemed necessary, to clarify or verify the offeror's proposal and to develop a comprehensive assessment of the proposal.

Final negotiations and letting the contract. The Committee shall rank the technical proposals, open and consider the pricing proposal. Award shall be made or recommended for award through The City of Ft. Pierce, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to The City of Ft. Pierce Florida. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.

PRICE PROPOSALS

The Committee will evaluate the responses to the RFP, verify the information presented, and conduct oral interviews, as deemed appropriate. This process will result in the selection of the successful vendor who, through contractual agreements will undertake the scope of work.

Price is not the driving factor of this award and shall be considered as follows: In making this decision, the Using Agency and the Purchasing Director shall take into account the estimated value, the scope, the complexity and the professional nature of the services to be rendered. Should the Using Agency and the Purchasing Director be unable to negotiate a satisfactory contract with the offeror considered to be the most responsible and responsive at a price for the Using Agency and the Purchasing Director determines to be fair and reasonable to The City of Ft. Pierce, Florida; negotiations with that offeror shall be terminated. The Using Agency and the Purchasing Director shall then undertake negotiations with the second most responsible and responsive short-listed offeror. If negotiations with the second most responsible and responsive short-listed offeror are unsuccessful, negotiations shall be terminated and the Using Agency and the Purchasing Director shall then undertake negotiations with the third most responsible and responsive short-listed offeror. Should Using Agency and the Purchasing Director be unable to negotiate a contract with any of the short-listed offerors, the Using Agency and the Purchasing Director and the using agency may select from the additional offerors that were not short-listed in order of their responsibility and responsiveness and the Using Agency and the Purchasing Director may continue negotiations in accordance with this section until an agreement is reached.

Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked. The names of the respondents will be identified at the proposal opening; however, no proposal will be handled so as to permit disclosure of the detailed contents of the responses until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

TERMINATION OF CONTRACT WITHOUT CAUSE – If for any reason The City of Ft. Pierce wishes to terminate the operational contract, it may do so without cause with 90 days’ notice.

**When in the best interest of The City of Ft. Pierce,
The City of Ft. Pierce reserves the right to request additional fee information
and to request a “Best and Final” offer.**

SECTION 11 - EXHIBITS

- A. Full Golf Course Management
 - A1. Golf Pro Shop Operation
 - A2. Golf Course Maintenance
 - A3. Food, Beverage and Catering Requirements
- B. Financial Statements for the Golf Course
- C. Current Rates & Fees
- D. Golf Course Equipment Inventory
- E. Rounds and Membership Numbers

EXHIBIT “A”

FULL GOLF COURSE MANAGEMENT

The City of Ft. Pierce, is seeking submittals that include a business plan for managing golf operations and outside services; addressing all maintenance and capital needs; excelling at customer service; marketing the golf facility; employing and supervising all staff; planning and implementing facility improvements; and, most importantly, implementing strategies to ensure the long-term success of The City of Ft. Pierce Indian Hills Golf Course.

Respondents to this Request for Proposal (RFP) must demonstrate substantial experience in the development, management, operation and maintenance of golf courses, as well as sufficient financial sustainability to operate and maintain the Complex during the term of the contract.

The City of Ft. Pierce anticipates that Indian Hills Golf Course, which is currently maintained and managed by The City of Ft. Pierce, will feature excellent play conditions and continue to be operated as an accessible, affordable, user-friendly public golf facility for players of all ages and skill levels in the tradition of municipal golf facilities.

Proposers are to explain how environmental practices are to be addressed.

Proposer shall include a marketing plan to increase rounds of golf.

A 5-year plan shall be submitted by proposer, to be updated annually.

Proposer may, upon request, attend monthly meetings with The City of Ft. Pierce to provide updates on overall golf operations.

EXHIBIT “A1”

GOLF OPERATIONS

GOLF OPERATIONS SCOPE OF WORK

The work covered by these Golf Operations Specifications consists of providing labor; services; materials; supplies; golf carts; equipment, inventory for sale; and other items as may be required to support the operation of a quality, municipal golf course, golf shop, and practice facility. Services according to these specifications shall commence at a time necessary for the Operator to adequately prepare for the start of revenue producing operations and will continue until termination of the agreement between the golf operations Operator and The City of Ft. Pierce.

Prior to commencement of operations, The City of Ft. Pierce and the Operator will identify any additional items required to provide service as anticipated and shall determine on an equitable basis, the financial responsibility for purchasing of these items.

AGREEMENT TERMS

- A. Golf Operations as specified herein are part of golf course operating agreement between The City of Ft. Pierce and the Manager.
- B. As part of the operating agreement, Operator will be responsible for managing all approved, budgeted expenses including, but not limited to, payroll and payroll expenses, outside services, materials, utilities and supplies necessary to perform the scope of work, except where noted.
- C. The Operator shall be responsible for orderly care, safety, security, maintenance and timely repair of all property which constitutes the golf operation according to applicable laws, permits, licenses and regulations.
- D. The City of Ft. Pierce reserves the right from time to time as conditions warrant hiring outside golf course operations consultants to inspect the golf course and Operator agrees to carry out reasonable recommendations of The City of Ft. Pierce made as a result of the inspection(s).

PERSONNEL & SUPERVISION

- A. Golf operations as identified herein will be conducted under the direct supervision of an experienced, qualified onsite operations Operator.
- B. The Operator will be responsible for hiring, training, managing and compensating the necessary personnel for performance of the work according to these specifications and other terms contained in the agreement documents. Staffing plan must include a PGA Professional who is onsite a minimum of 40 hours per week and provide staff on duty during pro shop operating hours.
- C. The Operator will provide uniforms, or visible identification, for all staff in both a customer service and maintenance role to ensure identification and high standards of customer service.

HOURS OF OPERATION

- A. The Operator, with the advice and consent of The City of Ft. Pierce, shall determine reasonable hours for public access to services. With the exception of starting time reservation services and Operator's support for special events, access to golf services, as a minimum, shall be provided between the hours of dawn and dusk each day except as precluded by weather conditions.
- B. Any changes in the schedule of hours for golf operation previously agreed shall be subject to approval by The City of Ft. Pierce.
- C. The golf course will be open every day of the year, weather permitting, except for Christmas Day.
- D. In the event play and/or use must be temporarily suspended on the golf course due to inclement weather conditions, the decision on when to allow use and/or play to resume,

and when to allow golf carts to go on the course, will be made by the Operator and The City of Ft. Pierce will be notified.

CLUBHOUSE AND GOLF SHOP

Preparation and Appearance

1. Operator shall be responsible for managing the maintenance, cleaning, repair and general appearance of the clubhouse, cart storage, maintenance building, course rain shelter, and course bathrooms and golf shop.
2. All supplies, cleaning equipment and materials and paper goods shall be provided by the Operator as purchased within the approved budget.
3. Cleaning and preparation shall be scheduled not to impact business operations.
4. Maintenance and repairs shall be conducted on a timely basis with minimal impact on business operations.

B. Other Common Space

1. Operator shall establish a quality standard and schedule and oversee performance of its employees or subcontractors to:
 - a. Vacuum carpets every day and clean as needed.
 - b. Clean ash trays daily.
 - c. Empty waste baskets and clean daily.
 - d. Sweep all building entrances daily.
 - e. Dispose of all waste daily.
 - f. Dust all desks, counters, chairs, file cabinets, tables and shelves daily.
 - g. Clean baseboards weekly.
 - h. Clean window glass in the doors inside and out daily or more often as needed.
 - i. Clean all windows inside and outside monthly or more often as needed.
 - j. Replace defective lamps in light fixtures as soon as possible after discovery.
 - k. Repair public address speakers as needed.

C. Merchandise Quality/Quantity

1. Operator shall purchase pro shop merchandise on a plan approved by the City of Ft. Pierce.
2. Operator shall provide and maintain such inventory of golf merchandise as is deemed necessary by mutual consent of the Operator and The City of Ft. Pierce.
3. City shall provide all fixtures necessary for the display and sale of merchandise.
4. The Operator shall offer for sale only goods of premium quality consistent with the quality of goods sold at equivalent daily fee golf courses.
5. Inventory shall include at a minimum: Shirts for men and women; equipment including golf balls, accessories, hats, gloves, tees, etc.

D. Pricing

1. The Operator shall have the right to charge competitive prices for the same or similar goods sold at equivalent quality, daily fee golf courses in the area consistent with the cost to provide such goods. The City must approve rate increases for golf.

GOLF AND OTHER SERVICES

Required Operating Responsibilities

The Operator will be responsible for providing all Golf Services at the Course including, at a minimum, the following services and activities:

1. Provide and supervise staff to operate and manage the Course Pro Shop from sunrise to sunset, 7 days a week, except for Christmas day.
2. Manage and maintain an inventory of merchandise for sale in the Pro Shop.
3. Manage golf cart and equipment rentals.
4. Check-in golfers and regulate and control play, including the enforcement of Course rules and regulations.
5. Supervise and control the starting time and reservation system.
6. Collect and deposit daily all revenues, including, but not limited to, monies from green fees, merchandise sales, cart and equipment rentals, lessons, tournaments, gift certificate sales, resident and multi-play cards, and membership programs.
7. Provide quality golf lessons and instruction for all levels of play.
8. Promote golf and golf related activities in cooperation with existing golf clubs, organizations, tourist development of The City of Ft. Pierce, Florida.
9. Schedule and facilitate golf tournaments, clinics and junior golf promotions.
10. Provide, schedule and supervise course ranger and starter services.
11. Attend monthly meetings, as requested, with The City of Ft. Pierce to provide updates on the course activities.
12. Work cooperatively and collaboratively with maintenance, food and beverage and The City of Ft. Pierce management staff to provide a positive golf experience for all users.

B. Reservations

1. The Operator shall maintain the reservation systems as needed.
2. Group and tournament events shall be handled by qualified, experienced personnel.
3. The City of Ft. Pierce will provide the hardware and software required for the Tee Time Reservation System and Player Check-in.
4. Restricted walking will be permitted; Operator to determine.

C. Starter/Player Assistants

1. The Operator shall provide appropriate staff and a plan for the staff to monitor play and provide a quality experience as players begin each round of golf. Pace of play objectives shall be established by the Operator, approved by The City of Ft. Pierce and communicated to players before they begin each round of golf.
2. The Operator shall submit a plan to The City of Ft. Pierce to promote a comfortable yet brisk pace of play.
3. Any special requirements for group/tournament play will be established by the Operator, conveyed when reservations are booked and communicated by golf operations staff as groups are checked in.
4. The Operator shall manage the distribution of all necessary and consumable golf supplies including scoring pencils and scorecards.

5. The Operator shall manage cart assignment sheets, scoreboards and other special materials to support group/tournament events. The support materials shall be consistent in quality and identification with other daily fee play materials.
6. Aforementioned items shall be in form, content and quality pre-approved by The City of Ft. Pierce.

D. Rentals

The Operator shall maintain for rental a supply of pull carts sufficient to meet player's demands.

1. There will be an adequate number of electrically-powered golf carts. Operator will maintain an adequate number of this supply in a clean, fully-charged manner sufficient to meet player's demand.

E. Practice Areas

1. The Operator shall be responsible for the quality operation of the practice facilities.
2. The Operator shall be responsible for maintaining a high quality and sufficient quantity of all elements used at the practice facilities including balls, hitting surfaces, landing area, cups and flags.

Lessons

1. The Operator shall provide golf lessons and training by qualified instructors under the supervision of a Class "A" professional whose qualifications have been approved by The City of Ft. Pierce.

F. Group Tournament Services

1. The Operator shall provide group event and tournament and outing scheduling services without discrimination.
2. The Operator shall promote the use of all other fee services and sale of goods.
3. The Operator shall implement systems and procedures to allow effective future management of the course and its related support facilities and resources.
4. Existing tournament schedules and annual tournaments run by the local golf associations will have preferred scheduling.

G. Golf Green Fees

1. Fees and Charges
 - a. Operator shall keep current a comprehensive schedule of fees for golf play and cart rentals. Standard fees shall be displayed.
2. Establishing of Fees
 - a. Operator shall conduct an annual, comprehensive survey of green fee and rental rates at comparable golf courses with-in the market area and submit recommendations for fee changes to The City of Ft. Pierce.
 - b. The City of Ft. Pierce must approve all green fee and rental rate changes, for which approval will not be unreasonably withheld.
 - c. Operator may run fee discounts and special pricing packages at their discretion.

SERVICE GUIDELINES

- A. Operator shall offer services consistent with the scope and quality of services offered at equivalent municipal daily fee golf courses in the area.
- B. Operator shall not offer services which The City of Ft. Pierce deems objectionable or beyond the scope of the agreement.
- C. Operator shall post all fees except those fees which may be negotiated for group/tournament activity or other special uses.

CASH HANDLING AND REPORTING

- A. The Operator shall keep complete records of account with regard to all moneys for fees and goods collected.
- B. The Operator shall be responsible for and keep neat, accurate auditable records of reservations made, fulfilled, and fees charged for every individual and group who use the golf course.
- C. The Operator shall, throughout the term of this agreement, comply with The City of Ft. Pierce's policy regarding the collection of all fees, reporting requirements for fees collected, and the system of accountability and procedures thereof.
- D. At The City of Ft. Pierce's request, all accounting records and starting sheets shall at all times be completely available for examination by The City of Ft. Pierce, its auditor and any 3rd parties so designated by The City of Ft. Pierce.
- E. All greens fees and sales & rental transactions must be entered into a reliable Point-of-Sale System. A register receipt, showing date and time of issue, and amount paid, shall be tendered to every person paying for fees or services.

EXHIBIT "A2" GOLF COURSE MAINTENANCE

Golf Course Maintenance Requirements

Listed below are the standard maintenance guidelines and requirements to be performed. The addition or deletion of services necessary to maintain the course to USGA standards should be clearly identified in the Vendor's proposed Maintenance Plan.

CONTRACTORS MINIMUM MAINTENANCE STANDARDS

(1) PUTTING GREENS

Overview: All of the putting green is to be maintained to provide a full and uniform turf cover along with a firm but not hard surface condition. An integrated pest management program will be used at all times to maintain a weed-free condition and prevent insect and disease damage. Mowing patterns must be established to ensure straight lines and neatly defined perimeters. Integrated surface management practices (mowing, rolling, verticutting and topdressing, etc.) shall be conducted to provide a consistent smooth and true ball roll and a speed in the range of 8.5 to 9.5 feet as measured using a USGA Stimpmeter. During periods of reduced growth or environmental stress, conservative procedures are acceptable.

Mowing Equipment – Triplex putting green mowers.

Mowing Frequency – Six to seven times per week. Alternating mowing and rolling of the putting greens is also an acceptable program.

Height of Cut – 0.120 to 0.150-inch for ultradwarf bermudagrass putting greens and 0.140 to 0.180-inch for Tifdwarf/Tifgreen bermudagrass.

Vertical Mowing – Every two weeks when sustained turf growth is occurring. Also to aid in minimizing grain, mower mounted brush or groomer attachments should be routinely used throughout the year.

Topdressing – Every two weeks when sustained turf growth is occurring and preferably following vertical mowing. The topdressing sand must have the same particle size distribution as the rootzone mix of the putting greens and also conform to USGA guidelines. An application rate of 0.5 to 1.0 cubic feet per 1,000 square feet should be used for routine topdressing and the sand uniformly incorporated into the turf canopy.

Turfgrass Growth Regulator – Applications should be conducted on an every five to seven day interval when sustained turf growth is occurring.

Hole Locations – Hole locations will be made in accordance with USGA recommendations and changed daily using a written rotation plan. Cup liners, flag poles and flags are to be uniform, clean and in good repair.

Ball Marks – Repaired daily and preferably prior to routine mowing

Aeration – The summertime core aeration program should be designed to impact a minimum of 20% of the total putting surface area annually. Depending on tine size and the number of holes per square feet produced, three to four replications between April and October can be required. The aeration cores and debris generated should be completely removed and then sufficient topdressing sand applied and incorporated to backfill the holes to at least 90% to 95% of their capacity. Supplemental aeration can be scheduled as needed using spiking, slicing or small diameter solid or coring tines.

Winter Overseeding – Tifdwarf/Tifgreen Bermuda grass only. Overseeding establishment should be undertaken in late October to November and Poa trivialis alone or a combination of Poa trivialis and perennial ryegrass used. Seeding rates will be dependent on the grass species selected. In the spring and once sustained bermudagrass turf growth is occurring, a program using a combination of mowing, verticutting and fertilization will be used to actively transition out the overseeding cover at the same rate that the base bermuda is able to fill in and maintain coverage on the putting greens.

(2) PUTTING GREEN COLLARS, APPROACHES AND TEES

Overview: Through the putting green collars, approaches and on the tees, a full, dense and smooth turf cover is to be maintained. An integrated pest management program will also be employed to maintain a weed-free condition and prevent insect and disease damage. The tee

markers will be moved daily to prevent excessive divot and wear damage. The tee markers will be rotated in a consistent pattern with the putting green hole locations.

Mowing Equipment – Triplex putting green or trim mower.

Mowing Frequency – Three times per week when sustained turf growth is occurring and at least two times per week during the winter.

Height of Cut – 0.5-inch

Divot Repair – On the tees divot damage will be filled with topdressing sand a minimum of two times per week in a manner to encourage rapid turf recovery and maintain a level surface condition.

Cultural Practices – The putting green collars, approaches and tees will be core aerified a minimum of three times annually during the growing season with 0.5 to 0.75-inch diameter tines. The preferred program is to first severely verticut, followed by core aeration and a medium to heavy rate application of topdressing sand. Periodic supplemental verticutting and topdressing to control thatch/organic matter accumulation and in turn maintain a smooth, dense turf cover and firm surface condition may also be required.

Collar Edging – The interface between the outside edge of the putting greens and the collars should be mechanically edged at least every two weeks throughout the growing season to prevent bermudagrass encroachment. The bermudagrass stolons should be subsequently removed by hand. Furthermore, the edging, mowing and maintenance programs should be completed in a manner to preserve the size and shape of the putting greens, collars and tees.

(3) **FAIRWAYS**

Overview: Through the fairways, a smooth uniform turf cover with well-defined perimeters and that provides support of the golf ball for play should be maintained. The repairing of the fairway divots will be required. A combination of pre and post-emergent herbicides should be used in an annual program to maintain an acceptable (80% to 90%) level of weed control. Due to constant management plan, which includes the specific materials, active ingredient, application rate and application timing, should be submitted annually by the contractor for review and approved by an official representative of the City. Given the potential for turf damage by mole crickets, the plan should include treatment of a minimum of 100 acres of primary play area with an insecticide such as fipronil or it's equal.

Mowing Equipment – Self-contained five-gang mowers with hydraulically operated reels.

Mowing Frequency – Three times per week when sustained turf growth is maintained a clean presentation through the fairways.

Height of Cut – During the late spring, summer and early fall, the fairways should be maintained at a height of cut of 0.50-inch. As the growth rate of the turf begins to slow down in the latter part of the fall and in response to cooler temperatures, the height of cut should be raised to 0.65 to 0.75 inch.

Growth Regulator – Use of a turfgrass growth regulator such as trinexapacethyl, with treatments being conducted on an every four week interval from April through October, is strongly encouraged. With employment of a treatment program a mowing frequency of two times per week or sufficient that no more than 1/3rd of the total leaf surface area is removed is allowable. Including the approach areas of the putting greens and tees in the fairway treatment program would also be encouraged; however, a mowing frequency of three times per week should still be employed for the proper presentation.

Cultural Management Practices – The fairways and immediately adjacent perimeter roughs are to be core aerified two to four times during the summer to alleviate soil compaction and control annual thatch/organic matter accumulation. Supplemental core aeration or deep slicing of areas that experience very concentrated cart traffic may also be required. Verticutting of the fairways should be performed annually and this can be either a single severe or deep replication, or a series of lighter less disrupted replications. Along with the maintaining of proper thatch levels through the fairways verticutting is needed to produce and maintain a dense upright shoot growth character. To further aid in maintaining proper fairway conditions and prevent excessive grain, strait, diagonal and circle cutting mowing patterns should be routinely used on an alternating basis.

(4) PRIMARY ROUGHS PUTTING GREEN AND TEE SURROUNDS

Overview: The primary rough immediately adjacent to the fairways and 10 to 20 yards wide, along with the surrounds of the putting greens and tees should be mowed routinely to provide a uniform, clean and neat presentation along with an appropriate but not excessively penal character for average to high handicap golfers. Pest management programs for the putting green and tee surrounds should be sufficient to maintain a level of control comparable to the fairways proper.

Mowing Equipment– Pull-behind multiple rotary deck or gang reel mowers plus rotary trim mowers.

Mowing Frequency – When sustained turf growth is occurring the primary rough, putting green and tee surrounds should be mowed two times a week or a sufficient frequency so that the turf does not exceed a height greater than 1.5-inch. The remaining rough outside of these areas should be mowed at least once per week when sustained growth is occurring.

Height of Cut (effective) – 1.25 to 1.50-inch.

Cultural Practices – Ideally, the core aeration program of the fairways should be extended out to include the primary roughs, putting green and tee surrounds. Here to, supplemental core aeration or deep slicing to alleviate the buildup of soil compaction in locations where concentrated traffic occurs should be performed to prevent turf thinning or loss. In place of verticutting, the primary rough areas and surrounds should be scalped down to a height of cut of 1.0-inch or slightly lower annually in the late spring to early summer.

(5) **BUNKERS**

Overview: The bunkers will be maintained to provide a clean, well defined, weed-free presentation along with a reasonably consistent play character with each bunker through the golf course. A minimum sand depth of 4-inches should be maintained in the base of the bunkers. It is preferred but not mandatory that rakes be placed outside of the bunkers and parallel to the line of play.

Raking Frequency – All greenside bunkers will be raked three times per week and the fairway bunkers will be raked once per week using mechanical sand rakes. When mechanical raking is not scheduled, all of the bunkers will be visually checked and spot touch up hand raking performed as needed.

Edging – Mechanical edging of the bunker perimeters should be performed as needed throughout the year so that the margin of the hazard is always well defined. During the summer, occasional chemical edging with a non-selective herbicide will be allowed as long and this can be performed without causing excessive turf kill around the perimeters of the bunkers.

Perimeter Mowing – Any perimeter turf areas that cannot be cut as part of the routine mowing frequencies will need to be regularly mowed using a “fly-mow” type unit or string head trimmer to maintain a manicured appearance at all times. When sustained turf growth is occurring during the summer, a mowing frequency of once per week can be necessary.

Sand Depth – The depth of the bunker sand will be checked two times per year and the sand redistributed as needed to maintain approximately 4-inches of material in the base of all of the bunkers.

(6) **PRACTICE AREAS**

Overview: Practice putting greens will be maintained so that the same condition and quality as the regular putting greens is provided. Natural turf practice tee areas will be maintained to provide a similar condition as the golf course fairways.

(7) **FERTILIZATION**

Overview: Fertilization of the putting greens, tees, fairways and roughs will be performed in accordance with Best Management Practices and based on annual soil and irrigation water quality test results. Soil samples shall be taken from nine representative putting greens, tees and fairways in the spring and fall of each year. In order to have a historical perspective and develop a database of soil fertility, it is requested that an odd and even hole sampling format be used. The samples shall be submitted to a chemical soil testing laboratory for analysis of nutrient content including: Phosphorus, potassium, calcium, sulfur, magnesium, zinc, manganese, copper, iron and boron. Additional properties that shall be tested include: PH, soluble salts (EC) and cation exchange capacity (CEC). The results of the soil tests will then be used to formulate the fertilization program on the basis of maintaining sufficient levels of available nutrients (SLAN) in the soil.

A representative sample of the irrigation water shall also be submitted annually for analysis. The test shall include an analysis for soluble salts (TDS or ECw), sodium absorption ratio (SAR), pH carbonate and bicarbonate levels.

The contractor is required to submit a copy of the soil test results along with a proposed annual fertility program to the City during the 1st quarter of each year. The quantity of phosphorus, potassium, magnesium, calcium, sulfur, soil amendments and micronutrients shall be based on the result of the bi-annual soil tests. The timing and application of nitrogen shall be based on the turf cultivar and use of the intended area (i.e. putting green, tee, fairway or rough). The goal is to support sustained healthy growth and consistent proper playability while at the same time maintaining a reasonable color plus resistance to pest and weed invasion. Based on hosting heavy play on a year round basis, the following nitrogen fertilization rates would be suggested:

Putting Greens – 8 to 12 pounds of actual nitrogen per 1,000 square feet per year.

Tees - 8 to 10 pounds of actual nitrogen per 1,000 square feet per year.

Fairways – 6 to 8 pounds of actual nitrogen per 1,000 square feet per year.

Roughs – 4 to 6 pounds of actual nitrogen per 1,000 square feet per year.

With the putting greens and tees, a combination of granular and liquid fertilizer formulations can be used in a “spoon feeding” program and depending on the materials utilized, applications made on an every 7 to 21-day interval. For all bermudagrass fairway and primary rough areas, bulk granular fertilizer formulations should be used with the majority of the nitrogen being in a slow release form. The nitrogen release rate will need to be taken into consideration in determining application frequency. Supplemental fertilization will need to be performed as needed to reestablish full dense turf coverage in weak or damaged locations. Based on soil test results, other amendments may be required to maintain a soil pH in the range of 6.0 to 7.0 and facilitate leaching of salts out of the rootzone.

(8) **IRRIGATION**

Scheduling – The automatic irrigation system shall be monitored and adjusted daily according to the needs of the turf and changes in weather patterns. The goal should be to promote healthy turf growth and dry, firm playing conditions with minimal wet spots.

Hand Watering – Hand watering shall be accomplished as needed on a daily basis to address any localized dry spots on the putting greens and tees.

Irrigation System Maintenance and Repairs – Downstream of the pressure regulating valve, the contractor will be responsible for maintaining and repairing the irrigation system, including, but not limited to: controllers, heads, isolation valves, satellites, master controller, wiring, hydraulics, etc.

(9) **PEST MANAGEMENT**

General pest management standards are covered in the individual putting green, tee, fairway and rough sections. It is understood that pest pressure is very high in South Florida and also that

eradication of weeds and other pests is economically and environmentally impossible. However, with the putting greens it is again required that a weed-free condition be maintained and also appropriate preventative treatments be conducted so that turf damage and loss due to insects and diseases does not occur. Through the rest of the primary play areas, maintaining 85% to 90% control of pests is desired and considered an acceptable level. A pest management plan must be submitted annually to the City.

(10) **EQUIPMENT MAINTENANCE AND REPAIR**

The contractor will be responsible for preventative maintenance in accordance with all manufacturer guidelines and repair of the equipment. The equipment technicians are required to attend manufacturer workshops and seminars to stay up to date on the latest trends and repair of equipment. An equipment maintenance and repair log will be maintained and available for review on a monthly basis by the City's representative.

(11) **CART PATHS**

All cart paths shall be mechanically or chemically edged as needed to maintain a neat appearance and definitive lines. Debris and overhanging branches shall be attended to on a daily basis.

(12) **SERVICE**

In addition to changing of hole locations and tee marker positions as described in the putting green and tee sections, the contractor is responsible for all trash removal and servicing a ball washers on the course. The ball washer soap will be changed at a minimum of once per week during the entire year. Replacement of all tee and putting green supplies will be responsibility of the contractor.

(13) **DEBRIS**

When the golf course is open for play, any vegetation debris or trash will be picked up. The debris will be hauled to the appropriate areas of disposal. Disposal of debris off of the golf course property will be the responsibility of the City.

(14) **MAINTENANCE RECORDS**

Accurate maintenance records shall be kept by the superintendent and furnished to the City by the first day of each month.

Weekly Records – A weekly checklist shall be developed to record the frequency of mowing operations, vertical mowing, changing of holes and tee marker locations, as well as notations of any special problems.

Monthly Records – Monthly records shall include a list and description of any special projects completed on the golf course, a list of repairs, the irrigation system report and a detailed report of fertilizers and pesticide applications.

Annual Maintenance Plan – The contractor shall formulate an annual maintenance ce plan that includes scheduled dates for core aeration, broad-scale pesticide application (e.g. pre-emergent

or post-emergent herbicide applications) and any other duties that will result in significant disruption to the golf course. The plan shall be coordinated with the annual tournament schedule to avoid conflicts. The plan shall be flexible; however, maintenance programs should have priority over tournament schedules.

(15) **PERSONNEL**

Superintendent – The contractor shall maintain a full-time GCSAA Class A superintendent on site during normal working hours to direct and supervise the maintenance staff. The superintendent shall also maintain a current Pest Control Applicators License and directly supervise the application of all fertilizers and pest control materials. Maintenance of all records and pesticide use reports are the responsibility of the superintendent, a copy of which shall be submitted monthly to the City’s representative.

Staff – The contractor shall also provide a well-trained and experienced staff to perform the duties and functions of the maintenance contract. All work shall be performed in accordance with industry standards and applicable safety regulations. All maintenance work shall be performed so as not to unduly disturb golfers.

(16) **LANDSCAPE AREAS**

All areas within the perimeter of the gold course planted with ornamentals and having a definable border.

Clean-up – The golf course and clubhouse areas shall be policed daily and maintained free of trash and debris such as paper, drinking cans, bottles, fallen limbs and leaves.

Weed Control – All plant beds and tree rings shall be maintained free of weeds or grass to the extent it is possible with either mechanical or chemical means. Any area that has been chemically treated for weed control must have any unsightly dead vegetation removed.

Flower Beds – Annual flowerbeds will be planted with appropriate plant material to provide a vibrant color display around the clubhouse, clubhouse entrance and its containers near the clubhouse and other specified beds. The golf course beds shall receive four plantings of annuals. The planting schedule shall coincide with the schedule set forth in the Landscape Specifications for Indian Hills Golf course.

Edging – The contractor shall neatly edge the trim around all plant beds, curbs, streets, trees, plant buildings, etc., and maintain the shape and configuration of all plantings. All walks, drives, cart paths, and parking lots shall be immediately blown or vacuumed following edging. All paved areas and walks (hardedges) shall be edged as needed.

String Trimming – Areas inaccessible to mowing machinery shall be maintained with string trimmers, fly-mos or chemical means as environmental conditions permit. Extra care will be given when trimming around wooden or painted signs to minimize damage to the City’s property.

Fertilization – Plant beds, shrubs, woody-ornamental and ground covers shall be fertilized two times per year to maintain good appearance and color using a balanced analysis such as 8-10-10

with a good minor nutrient content. Nitrogen sources shall consist of a minimum of 40% slow release product. Fertilizer will be applied to supply approximately four (4) pounds of actual nitrogen per year.

Insect and Disease Control – Plants will be treated chemically as required to effectively control insect infestation and disease as horticultural and weather conditions permit. The contractor will implement an Integrated Pest Management Program to minimize the use of pesticides. The contractor must possess an active Restricted Pesticide Applicators License issued through the Florida Department of Agriculture and Consumer Services. Only trained operators will be allowed to apply agricultural chemicals. Application logs must be maintained on the property along with MSDS sheets for each approved product.

Mulching – All stipulated beds shall be maintained with a 3-inch layer of mulch. Mulch material shall consist of premium grade cypress bark mulch. Pine straw mulch may be used for slope beds where bark mulch may wash out. Any other material must first be approved by the City.

(17) **LANDSCAPE MAINTENANCE (NON-GOLF AREAS)**

Clean-Up – The golf course, clubhouse, and parking areas shall be policed daily and maintained free of trash and debris such as paper, drinking cans, bottles, fallen limbs and leaves.

Weed Control – All plant beds and tree rings shall be maintained free of weeds or grass to the extent it is possible with either mechanical or chemical means.

Trimming – Plant material fifteen (15) feet tall or less (trees, shrubbery and ground covering) shall be trimmed as necessary to provide for good appearance, protection from wind and insect damage. Trees taller than fifteen (15) feet including palm trees will be pruned, as necessary, under a separate agreement. Trees shall be pruned of all sucker growth and small horizontal branching (3 feet branch diameter or less) to a height of eight (8) feet from the ground, for clearance of mowing equipment and golf cart traffic. The structure and shape of trees being pruned or trimmed shall be given first consideration for horizontal branch pruning.

Fertilization – Plant beds, shrubs, woody ornamental and ground covers shall be fertilized two times per year to maintain good appearance and color using a balanced analysis such as 8-10-10 with a good minor nutrient content. Nitrogen sources shall consist of a minimum of 40% slow release product. Fertilizer will be applied to supply approximately four (4) pounds of actual nitrogen per year.

Insect and Disease Control – Plants will be treated chemically as required to effectively control insect infestation and disease as environmental, horticultural and weather conditions permit. The contractor will implement an Integrated Pest Management Program to minimize the use of pesticides. The contractor must possess an active Restricted Pesticide Applicators License issued through the Florida Department of Agriculture and Consumer Service. Only trained operators will be allowed to apply agricultural chemicals. Application logs must be maintained on the property along with MSDS sheets for each approved product.

Flower Beds – Annual flowerbeds will be planted with appropriate plant material to provide a constant vibrant color display at the clubhouse entrance and in containers near the clubhouse.

Mowing – St. Augustine turfgrass areas will be mowed with a rotary mower approximately fortysix (46) times per year. Bermudagrass areas will be mowed with a reel mower at a frequency that provides a continuous detailed manicure look. Edging, trimming and clean-up will accompany the mowing operation.

EXHIBIT “A3”

FOOD, BEVERAGE & CATERING REQUIREMENTS

The Contractor shall provide for the operation, management, maintenance, equipment and planning of the snack bar operation to serve casual golfers, golf events and outings, receptions and meetings. The Indian Hills Golf Course offers pro shop amenities, golfer check-in area, an office, restrooms, snack

Requirements

A. Licenses and Permits

1. The Contractor must keep current all licenses and permits necessary to run snack bar facility at the Indian Hills Golf Course.

B. Experience

1. The Contractor must demonstrate a minimum of five (5) years of food service management in an equivalent snack bar operation.

C. Staffing

1. The Contractor must provide all necessary staff to prepare and serve the menu and adhere to current Health Department regulations and standards.

D. Hours of Operation

1. The snack bar is expected to operate seven days a week throughout the year (course is closed only on Christmas Day) in a casual environment to meet the needs of the golf course patrons, visitors and the surrounding community.
 - a. At a minimum the snack bar is expected to be open when the Pro Shop is open.

E. Customer Service and Operations Standards

1. The Contractor will provide high quality facilities and level of service to its customers.
2. The Contractor will incorporate Customer Service training components into its new employee orientation program, as well as conduct periodic customer service training refresher programs.
3. The Contractor is encouraged to implement a customer comment card system to obtain written customer evaluations of service and food quality

F. Operating Costs

1. The Contractor will be responsible for ensuring the availability of all merchandise and supplies necessary for the production of the food and beverage menu, ensuring that an adequate level of supplies is kept stocked at all times, and accounting for all revenues and expenses. Contractor will ensure that an adequate level of supplies is kept stocked at all times.

G. Facilities

1. The Contractor shall manage and account for all costs of operating the food and beverage catering service. These include maintenance; insurance; any and all taxes; janitor service and supplies; all permits and licenses required by law for the food and beverage catering service; together with all water, propane, electricity and/or other utilities used for the Clubhouse facility.
2. The Contractor shall keep the property in good order and shall manage all repairs including, but not limited to:
 - a. Interior and exterior cleaning
 - b. Painting
 - c. Decorating
 - d. Other normal maintenance and repair work
3. The Contractor acknowledges it is receiving control of the premises and personal property in their current “as is” condition. The Contractor assumes full responsibility for the maintenance and repair of all food and beverage facilities. The Contractor will maintain the premises in good order and in sanitary and safe condition.
4. Facilities are to be available for inspection by designated The City of Ft. Pierce representatives during regular operating hours and at other times upon reasonable notice.

H. Furnishings

1. The City will furnish all banquet tables, chairs, dining tables and chairs, tableware, catering carts, bar and kitchen supplies, uniforms, required fixtures, furnishings tools and equipment as necessary for the operation of the snack bar.
2. Contractor may provide additional fixtures, shelving and equipment which shall be their exclusive property and responsibility. Contractor shall provide, by anniversary of each contract year, a current inventory of all non-resale items to be used in Contractor’s operation to be on file with The City of Ft. Pierce.

I. Supplies and Equipment

1. The Contractor must maintain all supplies, furnishings and fixtures, and equipment required to operate the Food and Beverage Catering Service including any The City of Ft. Pierce equipment provided upon execution of the Agreement.
2. The Contractor shall make recommendations to replace any equipment that has been damaged, or worn beyond its useful life, with like equipment.
3. All equipment will be inventoried when the Contractor commences operation.
4. Upon the expiration of this Agreement, the Contractor shall relinquish equipment to The City of Ft. Pierce in good and working order.

J. Maintenance

1. During the term of the contract, the facilities shall be kept clean, fully operational and show no signs of visual or structural damage.
2. The Contractor shall maintain and be responsible for the oversight of all daily janitorial maintenance of all areas of the Clubhouse.
3. These housekeeping functions must be maintained to The City of Ft. Pierce's standard of cleanliness.

K. Financial Reporting

1. The Contractor shall maintain a system of accounting that accounts for all moneys received at the time of sale and at any time be prepared to submit accurate records of all transactions.
2. The Contractor shall offer to provide receipts to customers for all goods and services sold in the restaurant.
3. The Contractor shall keep and maintain all required financial records in accordance with The City of Ft. Pierce's policy and procedures while utilizing accounting procedures compatible with The City of Ft. Pierce's financial system. The City of Ft. Pierce will consider alternative procedures and reports proposed by the prospective Contractor, provided they assure adequate internal controls, compliance with State laws and The City of Ft. Pierce's regulations and the safeguarding of The City of Ft. Pierce's assets.
4. The City shall provide a point of sale system.

L. Environmental Practices

1. The City of Ft. Pierce follows "green" practices and policies whenever possible for all aspects of the operation. The Contractor will be expected to incorporate recycling, green product use and operations for environmental sustainability.
2. The Contractor is responsible for any grease/oil pickup as the result of food service.

3. The Contractor shall comply with all environmental guidelines as well as local, state and federal regulatory requirements.

M. Safety and Security

1. The City of Ft. Pierce does not assume any responsibility for security other than usual and routine neighborhood police patrols and investigations.
2. The Contractor is to have a written safety and security plan for the Food Services area.
3. The Contractor will cooperate with The City of Ft. Pierce Police Department and Fire Department and any other appropriate law enforcement agency.

N. Emergency Response and Preparedness Plan

1. The Contractor shall take appropriate measures to identify potential emergency situations and develop a plan of action for responding to the same. This requirement relates to potential medical, fire and other emergency situations that threaten the health, safety and welfare of persons as well as golf course property.
2. All employees of the Contractor are required to be tested annually to demonstrate their proficiency in handling such situations.

O. Capital Improvements

1. Any and all capital improvements to the facility required for the Contractors operation, permits or other needs will require the approval of The City of Ft. Pierce.

P. Insurance and Bonds

In accordance to **Section 3** of RFP, page 11

SECTION VI - FORMS

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that _____ does:

(Name of Business)

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 proposed 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.

Proposer's Signature

Date

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



Certification Statement Local Vendor Preference

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- 1) That my company has a fixed, staffed office or distribution point located in and having a street address within St. Lucie, Indian River, Martin or Okeechobee County for at least one year prior to the issuance of the request for competitive bids or request for proposals by St. Lucie County; and
- 2) That my company holds any business or contractor license required by St. Lucie County and/or can document payment of business license taxes in St. Lucie County;
- 3) That my company is principal offeror who is single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
- 4) Attached is a copy of a business or contractor license and/or business tax receipt for St. Lucie County, Indian River, Martin or Okeechobee Counties to verify that I have been in business at least one year prior to the issuance of the Request for Bid or Proposal.

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____

Signature: _____

Sworn to before me this _____ day of _____, 201_____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature _____ Printed Name _____

FOR PROCURMENT OFFICE ONLY ~ DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative from the City of Fort Pierce Purchasing Department:

Vendor Certified by: _____ Date: _____
(Authorized Signature)

To be approved as a local bidder and receive bid preference on an eligible local project, this certification and a copy of your local business or contractor license must be submitted with your bonafide Bid/RFP package.

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their proposal response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline~ it is the responsibility of each Proposer to read and comply with the Request for Proposal in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Request for Proposal cover page (page 1) completed, signed and attached?	_____	_____
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	_____	_____
Include proof of proper licensing as stated in proposal documents.	_____	_____
Include proof of proper insurance and if we are selected, agree to meet the City's insurance requirements, as stated in proposal documents.	_____	_____
Proposal envelope is marked accordingly.	_____	_____
Is Drug-Free Work Place form signed and enclosed?	_____	_____
W-9 Form completed, signed and attached?	_____	_____
Are five (5) complete proposal packages included (one original and four copies)?	_____	_____
Is each Addendum (when issued) signed and included?	_____	_____

PLEASE SIGN AND RETURN WITH PROPOSAL _____