

REQUEST FOR PROPOSALS (RFP)

GOLF COURSE OPERATION AND MANAGEMENT SERVICES

2018-186-WG

RFP ISSUANCE DATE: MAY 17, 2018

PROPOSALS DUE: JUNE 28, 2018 @3:00PM

ISSUED BY:

MIAMIBEACH

William Garviso, Procurement Contracting Officer II

PROCUREMENT DEPARTMENT

1755 Meridian Avenue, 3rd Floor, Miami Beach, FL 33139

305.673.7000 x 6650 | WilliamGarviso@miamibeachfl.gov | www.miamibeachfl.gov

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SECTION 0200**INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS**

1. GENERAL. This Request for Proposals (RFP) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Proposers to submit their qualifications, proposed scopes of work and cost proposals (the "proposal") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposers and, subsequently, the successful Proposer(s) (the "contractor[s]") if this RFP results in an award.

The City utilizes **PublicPurchase** (www.publicpurchase.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFP. Any prospective Proposer who has received this RFP by any means other than through **PublicPurchase** must register immediately with **PublicPurchase** to assure it receives any addendum issued to this RFP. **Failure to receive an addendum may result in disqualification of proposal submitted.**

2. PURPOSE.

The City seeks proposals from qualified proposers for the exclusive right to operate, manage, maintain, and promote the Miami Beach Golf Club Course and Normandy Shores Golf Club and related facilities including, without limitation, the pro shop, clubhouse, and food and beverage operations and facilities in a manner consistent with the City's policies and procedures.

On September 10, 2003 the City of Mayor and City Commission authorized the execution of a management agreement with Manager for the Miami Beach Golf Club, with a term of three (3) years, effective October 1, 2003, and expiring on September 30, 2006, with two (2) one year renewal terms.

On September 5, 2007, the Mayor and City Commission agreed to waive the competitive bidding process, finding such waiver to be in the best interest of the City, and approved a new management agreement with Manager which commenced on October 1, 2007, and expired September 30, 2012.

At its July 10, 2012 meeting, the Finance and Citywide Projects Committee discussed the management of the City's golf courses with the members; discussion focusing on the success that Manager had operating the golf courses since the initiation of the first full-service management agreement was implemented in 2003.

At the conclusion of the discussion the Committee recommended that Manager's Agreement be extended on a month to month basis; that the Administration meet with Manager to negotiate terms of a new agreement; that City staff provide more detailed information on the cost of other golf course management companies and how the golf courses are maintained; and that the results of negotiations and staff's report be brought back to the Committee for further direction.

On April 17, 2013, the City Commission adopted Resolution No 2013-28186, accepting the recommendation of the Finance and Citywide Projects Committee (made at its December 20, 2012 meeting) to waive the competitive bidding process for a new management agreement for the management and operation of the City' Golf Courses, finding such waiver to be in the best interest of the City, and authorized the City Manager to finalize and execute a new management agreement with Manager.

The Parks and Recreation Department has an estimated annual operating and personnel budget of \$7.1 million for

this project (\$4.4 million for the Miami Beach Golf Club and \$2.7 million for the Normandy Shores Golf Club).

3. ANTICIPATED RFP TIMETABLE. The tentative schedule for this solicitation is as follows:

RFP Issued	May 17, 2018
Pre-Proposal Meeting	May 31, 2018 @ 10:00AM
Deadline for Receipt of Questions	June 19, 2018 @ 5:00PM
Responses Due	June 28, 2018 @3:00PM
Evaluation Committee Review	TBD
Proposer Presentations	TBD
Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	Following Commission Approval

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:
William Garviso, CPPB

Telephone:
(305) 673- 7000 #6650

Email:
WilliamGarviso@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov, or via facsimile: 786-394-4188.

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

5. PRE-PROPOSAL MEETING OR SITE VISIT(S). Only if deemed necessary by the City, a pre-proposal meeting or site visit(s) may be scheduled.

A Pre-PROPOSAL conference will be held as scheduled in Anticipated RFP Timetable section above at the following address:

**City of Miami Beach
Procurement Department
Conference Room
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139**

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Proposal Submission Meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1- 888-270-9936 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 5804578

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in this RFP expressing their intent to participate via telephone.

6. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). The City by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *PublicPurchase*. Any prospective proposer who has received this RFP by any means other than through PublicPurchase must register immediately with PublicPurchase to assure it receives any addendum issued to this RFP. Failure to receive an addendum may result in disqualification of proposal. Written questions should be received no later than the date outlined in the **Anticipated RFP Timetable** section.

7. CONE OF SILENCE. This RFP is subject to, and all proposers are expected to be or become familiar with, the City's Cone of Silence Requirements, as codified in Section 2-486 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with, and shall be subject to any and all sanctions, as prescribed therein, including rendering their response voidable, in the event of such non-compliance. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov

8. SPECIAL NOTICES. You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=79113>

• CONE OF SILENCE.....	CITY CODE SECTION 2-486
• PROTEST PROCEDURES.....	CITY CODE SECTION 2-371
• DEBARMENT PROCEEDINGS.....	CITY CODE SECTIONS 2-397 THROUGH 2-485.3
• LOBBYIST REGISTRATION AND DISCLOSURE OF FEES.....	CITY CODE SECTIONS 2-481 THROUGH 2-406
• CAMPAIGN CONTRIBUTIONS BY VENDORS.....	CITY CODE SECTION 2-487
• CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES.....	CITY CODE SECTION 2-488
• REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS.....	CITY CODE SECTION 2-373
• LIVING WAGE REQUIREMENT.....	CITY CODE SECTIONS 2-407 THROUGH 2-410
• PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES.....	CITY CODE SECTION 2-374
• FALSE CLAIMS ORDINANCE.....	CITY CODE SECTION 70-300
• ACCEPTANCE OF GIFTS, FAVORS & SERVICES.....	CITY CODE SECTION 2-449

9. PUBLIC ENTITY CRIME. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

10. COMPLIANCE WITH THE CITY'S LOBBYIST LAWS. This RFP is subject to, and all Proposers are expected to be or become familiar with, all City lobbyist laws. Proposers shall be solely responsible for ensuring that all City lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their responses, in the event of such non-compliance.

11. DEBARMENT ORDINANCE: This RFP is subject to, and all proposers are expected to be or become familiar with, the City's Debarment Ordinance as codified in Sections 2-397 through 2-406 of the City Code.

12. WITH THE CITY'S CAMPAIGN FINANCE REFORM LAWS. This RFP is subject to, and all Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their responses, in the event of such non-compliance.

13. CODE OF BUSINESS ETHICS. Pursuant to City Resolution No.2000-23879, the Proposer shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

14. AMERICAN WITH DISABILITIES ACT (ADA). Call 305-673-7490 to request material in accessible format; sign language interpreters (five (5) days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance, please call the Public Works Department, at 305-673- 7000, Extension 2984.

15. POSTPONEMENT OF DUE DATE FOR RECEIPT OF PROPOSALS. The City reserves the right to postpone the deadline for submittal of proposals and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Proposers through *PublicPurchase*.

16. PROTESTS. Proposers that are not selected may protest any recommendation for selection of award in accordance with the proceedings established pursuant to the City's bid protest procedures, as codified in Sections 2-370 and 2-371 of the City Code (the City's Bid Protest Ordinance). Protest not timely made pursuant to the requirements of the City's Bid Protest Ordinance shall be barred.

17. JOINT VENTURES. Joint Ventures are not allowed. Proposals shall be submitted only by the prime contractor. Proposals may, however, identify other sub-contractors or sub-consultants to the prime Proposer who may serve as team members.

18. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City Code Section 2-374, the City shall give a preference to a responsive and responsible Proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest responsive, responsible proposer, by providing such proposer an opportunity of providing said goods or contractual services for the lowest responsive proposal amount (or in this RFP, the highest proposal amount). Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more proposers which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest proposal pursuant to an RFP or oral or written request for quotation, and such proposals are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

19. DETERMINATION OF AWARD. The final ranking results of Step 1 & 2 outlined in Section 0400, Evaluation of Proposals, will be considered by the City Manager who may recommend to the City Commission the Proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Manager's recommendation need not be consistent with the scoring results identified herein and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

- (1) The ability, capacity and skill of the Proposer to perform the contract.
- (2) Whether the Proposer can perform the contract within the time specified, without delay or

interference.

(3) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.

(4) The quality of performance of previous contracts.

(5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals.

20. NEGOTIATIONS. Following selection, the City reserves the right to enter into further negotiations with the selected Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Proposer in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposers that no property, contract or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to; approved by the City; and executed by the parties.

21. POSTPONEMENT/CANCELLATION/ACCEPTANCE/REJECTION. The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, responses; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP, or in any responses received as a result of this RFP. Reasonable efforts will be made to either award the proposer the contract or reject all proposals within one-hundred twenty (120) calendar days after proposal opening date. A proposer may withdraw its proposal after expiration of one hundred twenty (120) calendar days from the date of proposal opening by delivering written notice of withdrawal to the Procurement Department prior to award of the contract by the City Commission.

22. PROPOSER'S RESPONSIBILITY. Before submitting a response, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

23. COSTS INCURRED BY PROPOSERS. All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.

24. RELATIONSHIP TO THE CITY. It is the intent of the City, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.

24. OCCUPATIONAL HEALTH AND SAFETY. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this proposal must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer.

25. ENVIRONMENTAL REGULATIONS. The City reserves the right to consider a proposer's history of citations and/or violations of environmental regulations in investigating a proposer's responsibility, and further reserves the right to declare a proposer not responsible if the history of violations warrant such determination in the opinion of the City. Proposer shall submit with its proposal, a complete history of all citations and/or violations, notices and

dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify the City immediately of notice of any citation or violation which proposer may receive after the proposal opening date and during the time of performance of any contract awarded to it.

26. TAXES. The City of Miami Beach is exempt from all Federal Excise and State taxes.

27. MISTAKES. Proposers are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this RFP. Failure to do so will be at the Proposer's risk and may result in the Proposal being non-responsive.

28. PAYMENT. Payment will be made by the City after the goods or services have been received, inspected, and found to comply with contract, specifications, free of damage or defect, and are properly invoiced. Invoices must be consistent with Purchase Order format.

29. COPYRIGHT, PATENTS & ROYALTIES. Proposer shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, 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.

30. DEFAULT: Failure or refusal of the selected Proposer to execute a contract following approval of such contract by the City Commission, or untimely withdrawal of a response before such award is made and approved, may result in a claim for damages by the City and may be grounds for removing the Proposer from the City's vendor list.

31. MANNER OF PERFORMANCE. Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the Proposer with/of applicable laws will in no way be a cause for relief from responsibility. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of this contract.

Where contractor is required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of any contract resulting from this solicitation, the contractor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all applicable laws. The contractor shall be liable for any damages or loss to the City occasioned by negligence of the Proposer, or its officers, employees, contractors, and/or agents, for failure to comply with applicable laws.

32. SPECIAL CONDITIONS. Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

33. NON-DISCRIMINATION. The Proposer certifies that it is in compliance with the non-discrimination clause

contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. In accordance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, Proposer shall prohibit discrimination by reason of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, and age or disability.

34. DEMONSTRATION OF COMPETENCY. The city may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) in making an award that is in the best interest of the City, including:

- A. Pre-award inspection of the Proposer's facility may be made prior to the award of contract.
- B. Proposals will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation.
- C. Proposers must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation.
- D. The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.
- E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience), in making an award that is in the best interest of the City.
- F. The City may require Proposer s to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City.

35. ASSIGNMENT. The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

36. LAWS, PERMITS AND REGULATIONS. The Proposer shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.

37. OPTIONAL CONTRACT USAGE. When the successful Proposer (s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

38. VOLUME OF WORK TO BE RECEIVED BY CONTRACTOR. It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the contractor. However, the City reserves the right to purchase any goods or services awarded from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

39. DISPUTES. In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- A. Any contract or agreement resulting from the award of this solicitation; then
- B. Addendum issued for this solicitation, with the latest Addendum taking precedence; then
- C. The solicitation; then
- D. The Proposer's proposal in response to the solicitation.

40. INDEMNIFICATION. The Proposer shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

41. CONTRACT EXTENSION. The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

42. FLORIDA PUBLIC RECORDS LAW. Proposers are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the proposals, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

43. OBSERVANCE OF LAWS. Proposers are expected to be familiar with, and comply with, all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the scope of services and/or project contemplated by this RFP (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Proposer will in no way relieve it from responsibility for compliance.

44. CONFLICT OF INTEREST. All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

45. MODIFICATION/WITHDRAWALS OF PROPOSALS. A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date and time. Modifications received after the Proposal due date and time will not be considered. Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the Proposal due date, or after expiration of **120** calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the Proposal due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

46. EXCEPTIONS TO RFP. Proposers must clearly indicate any exceptions they wish to take to any of the terms in this RFP, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFP to which Proposer took exception to (as said term and/or condition was originally set forth on the RFP).

47. ACCEPTANCE OF GIFTS, FAVORS, SERVICES. Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Proposal. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

48. SUPPLEMENTAL INFORMATION. City reserves the right to request supplemental information from Proposers at any time during the RFP solicitation process, unless otherwise noted herein.

49. ADDITIONAL SERVICES. Although this solicitation and resultant contract identifies specific goods, services or facilities ("items"), it is hereby agreed and understood that the City, through the approval of the Department and Procurement Directors (for additional items up to \$50,000) or the City Manager (for additional items greater than \$50,000), may require additional items to be added to the Contract which are required to complete the work. When additional items are required to be added to the Contract, awarded vendor(s), as applicable to the item being requested, under this contract may be invited to submit price quote(s) for these additional requirements. If these quote(s) are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional items shall be added to this contract by through a Purchase Order (or Change Order if Purchase Order already exists). In some cases, the City may deem it necessary to add additional items through a formal amendment to the Contract, to be approved by the City Manager.

The City may determine to obtain price quotes for the additional items from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the City's discretion.

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SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. SEALED RESPONSES. One original Proposal (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of proposals. Additionally, ten (10) bound copies and one (1) electronic format (CD or USB format) are to be submitted. The following information should be clearly marked on the face of the envelope or container in which the proposal is submitted: solicitation number, solicitation title, Proposer name, Proposer return address. Proposals received electronically, either through email or facsimile, are not acceptable and will be rejected.

2. LATE BIDS. Bid Proposals are to be received on or before the due date established herein for the receipt of Bids. **Any Bid received after the deadline established for receipt of proposals will be considered late and not be accepted or will be returned to Proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.

3. PROPOSAL FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the sections and manner specified below. Hard copy submittal should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references.

TAB 1 Cover Letter & Minimum Qualifications Requirements

1.1 Cover Letter and Table of Contents. The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.

1.2 Proposal Certification, Questionnaire & Requirements Affidavit (Appendix A). Attach Appendix A fully completed and executed.

TAB 2 Experience & Qualifications (Max 40 Points)

2.1 Qualifications of Proposing Firm. Submit detailed information regarding the firm's history and relevant experience and proven track record of providing the scope of services, including but not limited to:

- Full management and operation of golf course facilities similar to the Miami Beach Golf Club and the Normandy Shores Golf Club.
- Pro-shop operations, including driving range, merchandise sales and golf cart operations.
- Clubhouse operations, including full service restaurant and banquet operations.
- Financial, sales and marketing operations.
- Golf course maintenance operations.
- Experience in the management of municipal and/or public golf courses is preferred

For each project that the Proposer submits as evidence of similar experience, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement.

2.2 Qualifications of Proposer Team. Provide an organizational chart of all personnel and sub-consultants to be used for this project if awarded, the role that each team member will play in providing the services detailed herein and each team members' qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each Proposal team member to be assigned to this contract.

TAB 3 Public Benefit (Max 5 Points)

Submit detailed information on how Proposer will provide, on an annual basis and during the term of the contract, public benefit(s) to the City of Miami Beach. The public benefit(s) component may include (but is not restricted to) financial support of the City's educational initiative(s), and/or any other benefits or services that benefit the City, or its residents.

TAB 4 Approach and Methodology (Max 25 Points)

Submit detailed information on how Proposer plans to accomplish the required scope of services, including detailed information, as applicable, which addresses, but need not be limited to:

- Pro-shop operations
- Marshaling Services
- Cart rentals and operations
- Driving range operations
- Food and beverage service
- Grounds/buildings and equipment maintenance
- Clubhouse maintenance and operation
- Development of golf training programs
- Booking of national and international golf tournaments

TAB 5 Cost Proposal (Max 30 Points)

Submit a completed Cost Proposal Form (Appendix E).

4. FINANCIAL CAPACITY. Within three (3) business days of request by the City, each Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

5. ADDITIONAL INFORMATION OR CLARIFICATION. After proposal submittal, the City reserves the right to require additional information from Proposers (or Proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

SECTION 0400**PROPOSAL EVALUATION**

1. Evaluation Committee. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the requirements set forth in the solicitation. If further information is desired, Proposers may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. The evaluation of proposals will proceed in a two-step process as noted below. It is important to note that the Evaluation Committee will score the qualitative portions of the proposals only. The Evaluation Committee does not make an award recommendation to the City Manager. The results of Step 1 & Step 2 Evaluations will be forwarded to the City Manager who will utilize the results to make a recommendation to the City Commission. In the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially meets the requirements of the RFP, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations. The City, in its discretion, may utilize technical or other advisers to assist the evaluation committee in the evaluation of proposals.

2. Step 1 Evaluation. The first step will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step will consist of quantitative criteria established below to be added to the Evaluation Committee results by the Procurement Department. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the qualifications criteria established below for Step 1, Qualitative Criteria. In doing so, the Evaluation Committee may review and score all proposals received, with or without conducting interview sessions.

Step 1 - Qualitative Criteria	Maximum Points
Proposer Experience and Qualifications	40
Public Benefit	5
Approach and Methodology	25
TOTAL AVAILABLE STEP 1 POINTS	70

3. Step 2 Evaluation. Following the results of Step 1 Evaluation of qualitative criteria, the Proposers may receive additional quantitative criteria points to be added by the Procurement Department to those points earned in Step 1, as follows.

Step 2 - Quantitative Criteria	Maximum Points
Cost/ Revenue Proposal	30
Veterans Preference	5
TOTAL AVAILABLE STEP 2 POINTS	35

4. Cost/Revenue Proposal Evaluation. The cost proposal points shall be developed in accordance with the following formula:

Sample Objective Formula for Cost				
Vendor	Vendor Cost Proposal	Example Maximum Allowable Points (Points noted are for illustrative purposes only. Actual points are noted above.)	Formula for Calculating Points (lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points) Round to	Total Points Awarded
Vendor A	\$100.00	20	$\$100 / \$100 \times 20 = 20$	20
Vendor B	\$150.00	20	$\$100 / \$150 \times 20 = 13$	13
Vendor C	\$200.00	20	$\$100 / \$200 \times 20 = 10$	10

5. Determination of Final Ranking. At the conclusion of the Evaluation Committee Step 1 scoring, Step 2 Points will be added to each evaluation committee member's scores by the Procurement Department. Step 1 and 2 scores will be converted to rankings in accordance with the example below:

		Proposer A	Proposer B	Proposer C
Committee Member 1	Step 1 Points	82	76	80
	Step 2 Points	22	15	12
	Total	104	91	92
	Rank	1	3	2
Committee Member 2	Step 1 Points	79	85	72
	Step 2 Points	22	15	12
	Total	101	100	84
	Rank	1	2	3
Committee Member 2	Step 1 Points	80	74	66
	Step 2 Points	22	15	12
	Total	102	89	78
	Rank	1	2	3
Low Aggregate Score		3	7	8
Final Ranking*		1	2	3

* Final Ranking is presented to the City Manager for further due diligence and recommendation to the City Commission. Final Ranking does not constitute an award recommendation until such time as the City Manager has made his recommendation to the City Commission, which may be different than final ranking results.

APPENDIX A

MIAMI BEACH

Proposal Certification, Questionnaire & Requirements Affidavit

2018-186-WG GOLF COURSE OPERATION AND MANAGEMENT SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

Solicitation No: RFP 2018-186-WG	Solicitation Title: GOLF COURSE OPERATION AND MANAGEMENT SERVICES	
Procurement Contact: William Garviso, CPPB	Tel: (305) 673-7000 # 6650	Email: WilliamGarviso@miamibeachfl.gov

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM NAME:		
NO. OF YEARS IN BUSINESS:	NO. OF YEARS IN BUSINESS LOCALLY:	NO. OF EMPLOYEES:
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:		
FIRM PRIMARY ADDRESS (HEADQUARTERS):		
CITY:		
STATE:	ZIP CODE:	
TELEPHONE NO.:		
TOLL FREE NO.:		
FAX NO.:		
FIRM LOCAL ADDRESS:		
CITY:		
STATE:	ZIP CODE:	
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:		
ACCOUNT REP TELEPHONE NO.:		
ACCOUNT REP TOLL FREE NO.:		
ACCOUNT REP EMAIL:		
FEDERAL TAX IDENTIFICATION NO.:		

The City reserves the right to seek additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements.

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?

☐ YES ☐ NO

SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

3. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

4. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

☐ YES ☐ NO

SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

5. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

6. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Department with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

7. **Living Wage.** Pursuant to Section 2-408 of the City of Miami Beach Code, as same may be amended from time to time, covered employees shall be paid the required living wage rates listed below:

1. Effective January 1, 2018, covered employees must be paid a living wage rate of no less than \$11.62 per hour with health care benefits of at least \$2.26 per hour, or a living wage rate of no less than \$13.88 per hour without health care benefits.
2. Effective January 1, 2019, covered employees must be paid a living wage rate of no less than \$11.70 per hour with health care benefits of at least \$2.74 per hour, or a living wage rate of no less than \$14.44 per hour without health care benefits.
3. Effective January 1, 2020, covered employees must be paid a living wage rate of no less than \$11.78 per hour with health care benefits of at least \$3.22 per hour, or a living wage rate of no less than \$15.00 per hour without health care benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement. Any payroll request made by the City during the contract term shall be completed electronically via the City's electronic compliance portal, LCP Tracker (LCPTracker.net).

8. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?
☐ YES ☐ NO
- B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?
☐ YES ☐ NO
- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>.

9. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. [287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

10. **Non-Discrimination.** Pursuant to City Ordinance No.2016-3990, the City shall not enter into a contract with a business unless the business represents that it does not and will not engage in a boycott as defined in Section 2-375(a) of the City Code, including the blacklisting, divesting from, or otherwise refusing to deal with a person or entity when such action is based on race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital or familial status, age or disability.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code.

11. **Moratorium on Travel to and the Purchase of Goods or Services from North Carolina and Mississippi.** Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida, prohibits official City travel to the states of North Carolina and Mississippi, as well as the purchase of goods or services sourced in North Carolina and Mississippi. Proposer shall agree that no travel shall occur on behalf of the City to North Carolina or Mississippi, nor shall any product or services it provides to the City be sourced from these states.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Resolution 2016-29375.

12. **Fair Chance Requirement.** Pursuant to Section 2-376 of the City Code, the City shall not enter into any contract resulting from a competitive solicitation, unless the proposer certifies in writing that the business has adopted and employs written policies, practices, and standards that are consistent with the City's Fair Chance Ordinance, set forth in Article V of Chapter 62 of the City Code ("Fair Chance Ordinance"), and which, among other things, (i) prohibits City contractors, as an employer, from inquiring about an applicant's criminal history until the applicant is given a conditional offer of employment; (ii) prohibits advertising of employment positions with a statement that an individual with a criminal record may not apply for the position, and (iii) prohibits placing a statement on an employment application that a person with a criminal record may not apply for the position.

SUBMITTAL REQUIREMENT: No additional submittal is required at this time. By virtue of executing this affidavit, Proposer certifies that it has adopted policies, practices and standards consistent with the City's Fair Chance Ordinance. Proposer agrees to provide the City with supporting documentation evidencing its compliance upon request. Proposer further agrees that any breach of the representations made herein shall constitute a material breach of contract, and shall entitle the City to the immediate termination for cause of the agreement, in addition to any damages that may be available at law and in equity.

13. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

PROPOSER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposals and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Statement of Qualifications Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative:	Title of Proposer's Authorized Representative:
Signature of Proposer's Authorized Representative:	Date:

State of FLORIDA)
)

County of _____)

of _____, a corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

On this ____ day of _____, 20__, personally
appeared before me _____ who
stated that (s)he is the _____

Notary Public for the State of Florida
My Commission Expires: _____.

APPENDIX B

MIAMI BEACH

“No Bid” Form

2018-186-WG GOLF COURSE OPERATION AND MANAGEMENT SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached “Statement of No Bid.” The “Statement of No Bid” provides the City with information on how to improve the solicitation process. Failure to submit a “Statement of No Bid” may result in not being notified of future solicitations by the City.

Statement of No Bid

WE HAVE ELECTED NOT TO SUBMIT A PROPOSAL AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:

☐ Workload does not allow us to proposal

☐ Insufficient time to respond

☐ Specifications unclear or too restrictive

☐ Unable to meet specifications

☐ Unable to meet service requirements

☐ Unable to meet insurance requirements

☐ Do not offer this product/service

☐ OTHER. (Please specify)

We do ☐ do not ☐ want to be retained on your mailing list for future proposals of this type product and/or service.

Signature: _____

Title: _____

Legal Company Name: _____

Note: Failure to respond, either by submitting a proposal or this completed form, may result in your company being removed from our vendors list.

PLEASE RETURN TO:

CITY OF MIAMI BEACH
PROCUREMENT DEPARTMENT
ATTN: William Garviso, CPPB
PROPOSAL #2018-186-WG
1755 MERIDIAN AVENUE, 3rd FLOOR
MIAMI BEACH, FL 33139

APPENDIX C

MIAMI BEACH

Specifications

2018-186-WG GOLF COURSE OPERATION AND MANAGEMENT SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

C1. Specifications

1.0 Statement of Work Required

1.01 The successful proposer shall have the exclusive right, license, privilege, and duty to operate, manage, maintain, and promote the Golf Course Facilities in a manner consistent with the City's policies and procedures and the operations of other similar first-class facilities. The scope of services shall include but not be limited to:

- 1.01.1 Overall Golf Courses Management.
 - a. Pro shop operations
 - b. Starter services
 - c. Tee time reservations
 - d. Marshaling Services
 - e. Cart rentals and operations
 - f. Driving range operations
 - g. Food and beverage service
 - h. Grounds/buildings and equipment maintenance to City's specifications and manufacturers' specifications
 - i. Clubhouse maintenance and operation
 - j. Development of golf training programs
 - k. Booking of national and international golf tournaments
 - l. Securing, execution and monitoring of agreements with Miami Beach hotels for use of the Golf Courses (if approved by the City)
- 1.01.2 Collection and accounting of all revenues.
- 1.01.3 Payment and accounting of all expenses in a timely manner using the City's Financial System: Munis.
- 1.01.4 Formulation and implementation of operating programs, business plans, and budgets.
- 1.01.5 Handling of Golf Course Facilities personnel including employment, training, and terminations.
- 1.01.6 Preparation of monthly and annual financial operating statements.
- 1.01.7 Maintain the Golf Courses, and all buildings, equipment, utilities, and all appurtenances thereon, in conformity with City's specifications and manufacturers' specifications.
- 1.01.8 Plan and carry out advertising and marketing program for the Golf Course Facilities.
- 1.01.9 Attend to all other matters necessary or expedient for the efficient performance of the Golf Courses operations, including community meetings.

1.01.10 Maintain an annual inventory of all City-owned and/or provided equipment, property and merchandise at the Golf Course Facilities, said inventory list shall be available to the Director upon request.

1.02 Contractor shall have the right of first refusal to provide such optional services, if any, as may from time to time be requested by the Director.

1.03 Contractor shall operate the Golf Courses every day, including Sundays and holidays, and during such hours as are specified by the Director. Closure is permitted only with the prior approval of the Director, except for inclement weather in which case the Contractor, in his reasonable discretion, shall determine closure, and such closure shall be further subject to Section 3.10.2.

1.04 Contractor shall conduct Junior Golf Programs/Instruction to the public. The programs/instruction shall be free of charge or at a reduced cost as agreed upon by the Director for City of Miami Beach youth participating in the Parks and Recreation Department's programs. Contractor shall also offer Spring Break Camps and Summer Camps as approved by the Director. The Contractor agrees to organize and manage an annual golf tournament specifically developed to raise funds necessary to continue offer the Junior Golf Programs for City of Miami Beach youth participating in the Parks and Recreation Department's programs.

1.05 Contractor shall conduct no other operations or activities upon the Golf Course Facilities other than those set forth in this Request for Proposals.

2.0 City's Responsibilities

2.01 City shall perform the following:

2.01.1. Administer all terms and conditions of the final Agreement:

2.01.2. Monitor standards and specifications;

2.01.3 Review and approve the Golf Courses Operating Budgets pursuant to Section 7.3 herein;

2.01.4 Review and approve, or disapprove, in advance, and within five (5) Business days from receipt of written notice from Contractor, any and all expenses not previously budgeted;

2.01.5 Review and approve, or disapprove, in advance, any alterations to existing facilities;

2.01.6 Provide or make provisions for all equipment needed to operate Golf Courses;

2.01.7 Set all fees; and

2.01.8 Approve, fund and implement capital improvements.

3.0 General Management of Golf Courses

3.01 Contractor recognizes that its operations hereunder are a service to users of the Golf Courses and the public. Contractor shall conduct its operations in a first class, efficient, courteous, and accommodating manner. The Director shall have the right to make reasonable objections to the quality and character of articles sold and services offered to the public; the prices charged; the appearance and condition of the Golf Course Facilities; and employees utilized by Contractor for its operations. Contractor shall promptly discontinue or remedy any such objectionable practice upon notification by the Director.

3.02 Contractor shall operate and manage the Miami Beach Golf Club Course and Related Facilities (including, without limitation, the pro shop, clubhouse, and food and beverage operations and facilities) in a first class manner, comparable to other first class operations providing similar facilities and services in the area. "First class operations" shall be defined as the operating standards equal to or greater to the Doral, Turnberry and Diplomat Golf Course Facilities. The Golf Course and Related Facilities at the Normandy Shores Golf Club shall be opened and managed as an upscale residential/ day play golf club. "Upscale residential/ day play golf club" shall be defined as the operating standards equal to or greater than the Plantation Preserve, the Biltmore or Crandon Park Golf Course Facilities.

3.03 Golf Professional Services – General

3.03.1 Contractor shall provide all golf professional services including without limitation, the following: sell, rent, store and/or repair golf equipment; sell golf clothing and supplies; provide instructional services provided by PGA professionals on staff or secured by the Contractor in the playing of golf; rent golf carts; and operate a driving range.

3.04 Equipment Rentals

Contractor shall provide and maintain for rental an adequate and reasonable inventory of golf equipment, as is deemed necessary by Director to adequately meet the public's need therefor.

3.05 Equipment Repair

Contractor shall furnish and maintain proper facilities, equipment and devices for the repair of all types of golf equipment and shall make available to the public such repair services as is deemed necessary by Director to adequately meet the public's need therefore.

3.06 Lessons

Contractor shall provide a full range of golf instruction including, but not limited to, beginners to advanced, individual and group, and all age groups. Contractor shall conduct at least three junior golf programs each year in addition to those listed in 1.04.

3.07 Cart Rentals

3.07.1 Contractor shall provide and maintain for rental an adequate number of manually operated golf carts, at the golf courses (Miami Beach Golf Club and Normandy Shores Golf Club) if deemed necessary by the Director, to adequately meet the public's need therefore (if the Director determines there is demand for same.)

3.07.2 The City shall provide and the Contractor shall maintain a minimum of seventy-five (75) power driven carts at the Miami Beach Golf Club, and a minimum of seventy-two (72) power-driven golf carts at the Normandy Shores Golf Club, and shall increase the number of carts provided, if deemed necessary by the Director, to adequately meet the public's need therefore. All of the required power driven carts shall have shade tops, wind shields, bag covers, divot replacement sand and trap rakes. The required power-driven carts at the Miami Beach Golf Club shall also have GPS if determined by the Director to be in the best interest of the City. The fleet shall be properly maintained in a clean and fully functional condition.

3.08 Driving Ranges

3.08.1 Contractor shall be responsible for the operation of the driving range at the Miami Beach Golf Club and the Normandy Shores Golf Club and responsible for ensuring the provision and maintenance of all related amenities.

3.08.2 Contractor shall also be responsible for providing maintenance of and any necessary damage repairs to the driving range facilities, in accordance with the standards and specifications contained in Exhibit "A" hereto.

3.09 Starter Services

3.09.1 Contractor shall provide complete golf course starter services, as deemed appropriate by the Director, including but not limited to controlling starting times; taking reservations for tee times; scheduling tournaments; and collecting green fees and all other applicable golf course fees.

3.09.2 Contractor shall operate all equipment and manage the supplies necessary for the operation of the starter system, including but not limited to: player scorecards; cash registers which shall issue a receipt and keep a permanent record for each sale and business transaction; an automated telephone tee time reservation system for utilization at each Golf Course; telephones, wiring and all equipment necessary for the operation of the automated reservation system at each Golf Course; and a computer system which shall be used to transfer to the Director, on a regular basis attendance, sales and accounting records in a detail and format as requested by the Director.

The current golf booking software used by the City is Fore! Reservation. However, the City is presently exploring the possibility of changing its booking software; the successful contractor may be required to use the selected software.

3.09.3 Contractor shall operate and maintain a hotel guest reservation scheduling service and a tournament scheduling services, as deemed appropriate by the Director, including

but not limited to reserving tournament dates; processing reservation agreements; arranging for tournament assistance; collecting green fees and other fees associated with tournament play; and supplying other services. Manager shall provide Director, monthly, with a complete list of all proposed tournaments.

3.09.4 Contractor shall honor all contracts for tournaments and banquets as shall be scheduled and approved by City. Any such events shall be coordinated and scheduled with Contractor so as to not conflict with tournaments scheduled by Contractor pursuant to Section 3.09.3 above, and so as to minimize disruption to the Golf Course operations.

3.09.5 Contractor shall be fully responsible for the collection of all green fees, reservation fees, and other monies associated with the operation of the starter system. Contractor shall be solely responsible for depositing fees collected in the bank accounts established pursuant to Section 7.05, and shall also maintain account reconciliations and bookkeeping related to the fee revenues. Contractor shall account for and deliver to the City all such monies due to City in accordance with provisions contained herein.

3.09.6 Contractor shall keep complete records of account with regard to all monies collected hereunder. Contractor shall also be responsible for and shall keep neat, readable starting sheets. Contractor shall, throughout the term of the final Agreement, comply with Director's policy statement(s) regarding the collection of all fees, reporting requirements for fees collected, and the system of accountability and procedures therefor. All accounting records and starting sheets shall at all times be completely available for examination by the Director, the City's Chief Financial Officer, or other authorized representative.

3.10 Days and Hours of Operation

3.10.1 Contractor shall keep the clubhouses, pro shops and starter's podiums open every day, including Sundays and holidays. The minimum hours of operation shall be from dawn to dusk, with the exception of closures required by weather conditions. Any changes in the days and hours for operation heretofore prescribed shall be subject to the prior written approval of the Director.

3.10.2 With regard to a Golf Course being out of operation, whenever play must be temporarily suspended on a Golf Course due to inclement weather conditions, the decision on when to allow play to resume, and when to allow golf carts to go out on the courses, will be made by Contractor.

3.11 Starter Service Supplies/Equipment

Contractor shall provide all necessary golf starter sheets, golf pencils and an adequate number of accurate and attractive color golf scorecards. All of the aforementioned items shall be in form and content approved by the Director.

3.12 Fees

Contractor shall charge and collect all Golf Course fees and charges according to a fee

schedule approved by the Mayor and the City Commission. City reserves the right to keep or to change the fee schedule, in its sole discretion.

3.13 Pro Shop

3.13.1 Contractor may outsource the Pro Shop management to a 3rd Party; however, the Contractor shall remain responsible for all requirements outlined in this scope. 3rd Party must meet all business requirements such as insurance, licenses and staffing as outlined in this scope.

3.13.2 Contractor shall operate stock, staff and maintain the pro shop.

3.13.3 Contractor shall maintain inventory as is deemed necessary by the Director to service the needs of the golfing public, golf outings and tournament play. Inventory shall include at a minimum, the following: clothing with the Miami Beach Golf Club logo for men and women; golf shoes; clubs and bags; and accessories such as balls, hats, gloves, tees, etc.

3.13.4 Contractor shall offer for sale only good of premium quality and for such goods, the Contractor shall charge fair and reasonable prices. Prices shall be set by the Contractor and shall be in conformance with the range of prices for the same or similar operations at similar establishments in the South Florida area. When an item has a suggested retail price pre-marked and established by the manufacturer or distributor, Contractor shall not charge the public a price higher than such suggested retail pre-marked price. If, in the sole opinion of the Director, Contractor is charging too high a retail or rental price for any permitted item, the Contractor shall reduce the price as stipulated by the Director.

3.13.5 Contractor shall staff the facility in a manner consistent with a first-class operation. Said cost of staffing and all related costs shall be paid by the Contractor.

3.13.6 Payment to the City: The Contractor shall pay the City at a minimum, five percent (5%) of the monthly gross revenues for merchandise sales, respectively, on the first day of each month throughout the Term of the Agreement. The Contractor must submit a report outlining the revenues each month as well. The monthly gross revenue payable to the City may be further negotiated with the successful Contractor.

3.13.7 Contractor shall prepare and maintain an adequate set of records according to generally accepted accounting principles, documenting all of the Contractor's gross revenues. City has the right to request adjustment to the Contractors accounting principles.

3.14 Golf Professional

A "Class A: P.G.A. Professional" shall be on site at each Golf Course full time and shall provide lessons and perform all other similar and customary services offered for same at similar establishments in the South Florida area. The playing of the game of golf shall be taught only by qualified instructors whose qualifications have been approved by the Director. The Contractor shall also seek to attract and retain a highly recognized Golf School for the provision of golf instruction at the Miami Beach Golf Club.

3.15 Golf Courses Marshal Service

Contractor shall provide golf courses marshal services. Contractor shall establish with the Director a schedule setting a plan of operation for course marshaling.

3.16 Minimum Grounds Maintenance Service

3.16.1 Contractor shall provide grounds maintenance services for the Golf Courses including without limitation, and at minimum, the obligations to mow, edge, trim, over seed, fertilize, aerate, irrigate, sod, change cups, service tees, top dress, repair divots, rake traps, spray, mop, spot irrigate, syringe, and renovate turf and shrub areas designated hereunder, as well as to provide weed, disease and pest control, tree maintenance, maintenance of irrigation system including mainlines, pumps, boosters and controllers, keep swales and drain lines in good repair and to provide the necessary maintenance of any appurtenant structures and equipment. A summary of minimum maintenance standards is attached as Exhibit "A", and the Contractor is required to maintain the Golf Course Facilities at this level of quality or better. In addition, the Contractor shall maintain all equipment, utilities, and related structures in good working condition in accordance with City standards and manufacturers' recommendations.

3.16.2 Contractor shall provide a Class A GCSAA (Golf Courses Superintendents' Association of America) Superintendent and a Class C GCSAA (Golf Courses Superintendents' Association of America) Assistant Superintendent at each of the Golf Courses on a full time basis.

3.17 Food and Beverage Services

3.17.1 Sale of Food and Beverages

3.17.1.1 Contractor has the option to outsource the sale of food and beverages to a 3rd Party; however, the Contractor shall remain responsible for all requirements outlined in this scope. 3rd Party must meet all business requirements such as insurance, licenses and staffing as outline in this scope.

3.17.1.2 Contractor shall provide for the sale of food and beverages, including beer, wine and alcoholic beverages, and catering services for tournaments, events or groups utilizing the Golf Course Facilities. All food and beverage operations and services shall be of the best quality and provided in the finest manner (based on kitchen/ food preparation facilities provided at each golf club), comparable to other resort or municipal residential golf clubs in the South Florida market providing similar services.

3.17.1.3 Contractor shall staff the facility in a manner consistent with a first-class operation. Said cost of staffing and all related costs shall be paid by the Contractor.

3.17.1.4 Contractor shall abide by all City contracts in place such as the City's agreement with an exclusive beverage bottler.

3.17.1.5 Payment to the City: The Contractor shall pay the City at a minimum, five

percent (5%) of the monthly gross revenues for food and beverage sales, respectively, on the first day of each month throughout the Term of the Agreement. The Contractor must submit a report outlining the revenues each month as well. The monthly gross revenue payable to the City may be further negotiated with the successful Contractor.

3.17.1.6 Contractor shall prepare and maintain an adequate set of records according to generally accepted accounting principles, documenting all of the Contractor's gross revenues. City has the right to request adjustment to the Contractor's accounting principles.

3.17.2 Days and Hours of Operation

3.17.2.1 Contractor shall open the restaurants/ food & beverage service areas for business in accordance with the days and hours of operation established pursuant to Section 3.10, each and every day, and shall close the restaurants no sooner than thirty (30) minutes after the last golfer has finished play.

3.17.2.2 Contractor shall submit for the Director's approval a schedule setting forth hours of operation for on course and restaurant food and beverage services. Any curtailment or decrease of this service is subject to the prior written approval of the Director.

3.17.2.3 The days and hours of operation set forth in this Section 3.17.2 shall be complied with unless advance written authorization to deviate from this schedule has been obtained from the Director.

3.17.3 Alcoholic Beverages License

Contractor shall meet all licensing requirements of the Florida Department of Alcoholic Beverage Control. Contractor shall be solely responsible for the payment of all costs and expenses required to attain such licenses at the Golf Course Facilities and to maintain such licenses for the duration of the term of this Agreement.

3.18 Golf Courses Promotion/Advertising and Promotional Materials

3.18.1 Contractor agrees to advertise and promote the Golf Course Facilities to foster a favorable business environment, stimulate patronage, and support City efforts to maximize use of the Golf Course Facilities (including without limitation, promotion and advertisement of the Miami Beach Golf Club as a first-class facility and tourist destination, and the Normandy Shores Golf Club as an excellent municipal residential golf destination for residents, tourists and day guests).

3.18.2 Contractor shall work with the Director, City officials and/or designated City boards, agencies, and committees, golf organizations, the Miami Beach Chamber of Commerce, the Greater Miami Convention and Visitor's Bureau (GMCVB), travel and golf magazines, and tournament promoters in promoting the Golf Courses and golf in the City. Contractor shall also develop and maintain an Internet web page promoting the Golf Courses, listing amenities, etc.

This web page is subject to the approval of the Director.

3.18.3 Contractor shall use its best efforts to develop and maintain cooperative working relationships with the aforesaid persons and organizations in order to provide the best programs and services possible for the public.

3.18.4 Contractor shall not promulgate nor cause to be distributed, any advertising or promotional materials unless prior approval thereof is obtained from Director. Said approval shall not be unreasonably withheld or delayed and shall be deemed to be given if no objection is made within fifteen (15) business days following the Director's receipt of the request for approval. Such materials include, but are not limited to, advertising in newspapers, magazines and trade journals, and radio, and/or television commercials.

3.18.5 Any advertising or promotional materials promulgated by Contractor which contain the words "Miami Beach Golf Club," "Normandy Shores Golf Club," or any derivative thereof, shall also include the City of Miami Beach logo or other reference to the Golf Course Facilities as City of Miami Beach facilities.

3.19 Other Services

3.19.1 Alternative rates for the Miami Beach Golf Club and the Normandy Shores Golf Club are presently offered through GolfNow.com Memberships in order to bring in additional revenue during low months. Contractors may propose similar discounted services/memberships as a premier participating golf club.

3.20 Optional Services

Contractor shall have the right of first refusal to provide such optional services, if any, as may from time to time be requested by the Director. The need, demand, nature and extent of such optional service shall be determined by the Director, at his sole discretion. If, in the sole opinion of the Director, it is appropriate and in the best interest of the City to offer the right of first refusal for a particular service to some other person or firm, such decision shall not be contested. Should Contractor decline to provide any such service upon request by the Director, Contractor acknowledges that the Director will proceed to make such other arrangements therefor as deemed by the Director to be appropriate, and Contractor shall make no claim no assertion of any further right or entitlement with respect to such matters.

4.0 Golf Course Facilities Equipment and Improvements

4.01 The Contractor herein accepts the Golf Course and Related Facilities at the Miami Beach Golf Club and the Normandy Shores Golf Club, in their "AS IS" physical condition as of the Effective Date of the final agreement, and agrees to make no demand upon City for any improvements or alterations thereof.

4.02 City shall equip, and Contractor shall maintain, the Golf Course Facilities with all such appliances, furnishings and fixtures and equipment necessary to Contractor's operations hereunder. Any equipment proposed to be installed or otherwise provided by the Contractor, as approved in the

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Operating Budget, shall be subject to prior inspection and approval of the Director.

4.03 Any City equipment used by Contractor shall be taken "as is," inventoried, repaired or renovated, if necessary, and returned to City at the end of the term hereof. Pieces of equipment may be changed out as needed with the prior approval of the Director.

4.04 Contractor shall make no refurbishment or alterations to the Golf Course Facilities, whether in whole or in part, nor construct additional improvements upon the said Premises, without the prior written approval of the Director. Title to such improvements shall immediately vest and be vested in City at all times during and after the term hereof.

4.05 Contractor shall perform acceptable day-to-day housekeeping and maintain and perform all repairs on the kitchens, dining rooms, bars and pro shops that are necessitated as a result of the Contractor's or its agents' negligence. City shall be responsible for all other repairs and maintenance. All such maintenance shall be of quality equal to or better than the original in materials and workmanship.

4.06 Contractor hereby acknowledges the title of City in and to the Golf Course Facilities, and covenants and agrees never to assail, contest or resist said title, nor to assert with respect thereto any property interest of Contractor.

4.07 Upon expiration or earlier termination of the final Agreement, Contractor shall surrender the Golf Course Facilities to the City in a good state of repair, reasonable wear and tear expected. Contractor shall restore and repair any damage to the Golf Course Facilities, which the Director, in his reasonable discretion, determines has been caused by Contractor's negligence or failure to maintain, as necessary, to the satisfaction of the Director. Contractor shall be solely responsible for any damage caused by any risk which Contractor is required to insure against.

5.0 Maintenance and Repair

5.01 Contractor shall be solely responsible for the safety and all maintenance and repair of the Golf Course Facilities, and all equipment, furniture and fixtures thereon, and shall maintain the golf courses in conformance with and at a minimum service level as outlined in Exhibit "A", attached hereto.

5.02 Contractor shall provide and maintain in its employ at each golf course, a golf course superintendent and maintenance crew during normal working hours, as determined by the Director. All of Contractor's maintenance personnel shall be supervised by a Class "A" GCSAA (Golf Courses Superintendents Association of America) Superintendent. Contractor must employ sufficient personnel to perform all work as scheduled and required by City. All personnel shall be clean and neat at all times and wear appropriate uniforms as approved by the Director.

5.03 With regard to emergency services, Contractor will provide Director with the names and telephone numbers of at least two (2) qualified persons who can be called by City representatives when emergency maintenance conditions occur during hours when Contractor's normal work force is not present. City shall call for such assistance only in the event of a genuine and substantial emergency.

5.04 City shall furnish, and Contractor shall maintain, all necessary equipment, supplies and material of good quality and in sufficient number to fulfill the requirements of the final Agreement and to accomplish an acceptable and professional level of maintenance. Director shall confer with Contractor as to approval of the type of each supply, material, or equipment. Supplies, equipment and materials shall include, but not be limited to:

5.04.1 All Golf Course maintenance equipment including but not limited to tractors, fairway mowers, greens mowers, sand rakes, etc., as deemed necessary by the Director.

5.04.2 All necessary gas, oil, and spare parts for all equipment;

5.04.3 All necessary seed, fertilizers, fungicides, insecticides, herbicides;

5.04.4 Parts necessary for the repair and maintenance of all irrigation systems;

5.04.5 Tee towels, soap, ball washers, putting green cups and flags, benches, trap rakes, tee markers, tee mats, trash receptacles, trash receptacle liners, cleat brushes, and all other pertinent Golf Course equipment;

5.04.6 Materials for the installation and maintenance of drains;

5.04.7 Sand for all greens traps and an acceptable substitute for fairway traps on an as needed basis, as determined by the Director.

5.05 Contractor shall maintain and operate the Golf Courses in a clean, safe, wholesome, and sanitary condition, free of trash, garbage, or obstructions of any kind, and in compliance with any and all applicable present and future laws, general rules, and regulations of any governmental authority in force now or at anytime during the term of the final Agreement (including without limitation, such applicable laws relating to sanitation, public health, safety, or welfare).

5.06 Contractor shall perform acceptable day-to-day housekeeping and maintain and perform all repairs on the Golf Course Facilities, except for those repairs which, upon prior written notice from Contractor of the necessity for same, Director, in his sole discretion, specifically agrees to undertake on behalf of the City. All such maintenance, repairs and replacements shall be of quality equal to or better than the original in materials and workmanship.

5.07 Contractor shall remedy without delay any defective, dangerous, or unsanitary conditions. Manager shall initiate the appropriate actions necessary to correct such situation within the same operational day the unacceptable condition is identified.

5.08 The Director may, at any time, without notice, enter upon the Golf Course, to determine if repairs, housekeeping and maintenance, satisfactory to City, are being performed.

5.09 Regularly scheduled inspections of the Golf Courses and Contractor's operations authorized herein shall be made by the Director and/ or other authorized City representatives. The written report of such inspections shall be recorded, retained for reference, and forwarded to Manager upon request.

5.10 The Contractor or his representative shall meet with the Director (or his representative) once every four (4) weeks and at such other times as may be required by Director to review the Contractor's performance under the final Agreement, and/or to discuss any problems or other matters as determined by City.

5.11 Contractor shall supervise janitorial service, including window washing and refuse containers. Manager shall be responsible for cleaning and maintaining all public restrooms on the Golf Courses (including without limitation, at the clubhouse). Restroom maintenance will consist of one complete and thorough cleaning prior to opening each day and a restroom inspection every three (3) hours minimum, with restroom supply restocking and necessary cleaning performed as needed.

5.12 Contractor shall maintain designated areas of the driving range, in accordance with provisions listed in Section 3.08.

5.13 Garbage and Utilities

5.13.1 Contractor shall provide a complete and proper arrangement for the adequate sanitary handling and disposal away from the Golf Courses and all Related Facilities of all trash, dry and wet garbage, and other refuse resulting from, or in any way associated with the use of the Golf Courses.

5.13.2 To the extent feasible and practical, the Contractor shall establish and implement a program for the recycling of waste materials accumulated upon the Golf Courses, to include food and beverage concession materials and landscape debris.

5.14 Should Contractor fail, after ten (10) days' notice from Director of the need thereof, to perform its obligations required pursuant to Section 5.0, City may, but shall not be obligated to (in addition to all other available remedies), exercise its right to terminate the Agreement as provided hereinafter and enter upon the Golf Courses and perform Contractor's said failed obligations, using any equipment or materials on the Golf Courses suitable for such purposes; provided however, that in the event that the default is not reasonably susceptible to being cured within such ten (10) day period, Contractor shall not be considered in default if it shall, within such period, commenced with due diligence and dispatch to cure, and thereafter completes with dispatch and due diligence the curing of such default but in no event shall such extended cure period exceed ninety (90) days from the date of the initial written notice thereof.

6.0 Contractor's Personnel

6.01 Contractor's activities and operations at the Golf Course Facilities shall be supervised by one or more active, qualified, competent, and experienced employee(s) of Contractor. A general manager on duty shall be on site full time during the Golf Courses' hours of operations. General Manager may designate either the P.G.A. Class A Professional or the Class A Superintendent as duly authorized to act for General Manager in all aspects of its day to day operations. General Manager shall notify Director when General Manager is absent, and who shall act in General Manager's absence. The General Manager's salary shall be paid directly by the Contractor, not included in the payroll from the City's budget.

The following are the present personnel levels for the Miami Beach Golf Club and the Normandy Shores Golf Club. Retaining current employees is encouraged but not a requirement of the City.

Internal Controls:

- (1) General Manager (as described above in 6.01)
- (1) Director of Golf
- (1) Director of Membership & Marketing
- (1) Controller
- (1) Purchasing Assistant

Miami Beach Golf Club – Golf Operations

- (1) Head Golf Professional
- (1) 1st Assistant Golf Professional
- (3) Golf Shop Attendants
- (1) Merchandise Assistant
- (3) Rangers
- (2) Starters
- (10) Cart Attendants
- (2) Housekeeping

Miami Beach Golf Club – Course Maintenance

- (1) Head Superintendent
- (1) Assistant Superintendent
- (1) Spray Technician
- (1) Irrigation Technician
- (1) Mechanic
- (7) Operators
- (8) Laborers

Normandy Shores Golf Club – Golf Operations

- (1) Head Golf Professional
- (1) 1st Assistant Golf Professional
- (1) 2nd Assistant Golf Professional
- (3) Golf Shop Attendants
- (3) Rangers
- (1) Starters
- (6) Cart Attendants
- (2) Housekeeping

Normandy Shores Golf Club – Course Maintenance

- (1) Head Superintendent
- (1) Assistant Superintendent
- (1) Spray Technician

- (1) Mechanic
- (5) Operators
- (5) Laborers

6.02 Contractor's personnel shall at all times while on duty at the Golf Course Facilities be clean and neatly groomed, courteous, efficient, and attired in a suitable uniform, as approved by the Director. Contractor's personnel shall perform its operations authorized hereunder in a businesslike manner, without rudeness or discourtesy to any person, or use of profanity. All personnel shall have a clear understanding of the established service levels and at minimum comply with them. All personnel shall participate in and completed a customer services training program and offer the highest level of customer service. This customer service will be stressed by the Contractor at all times. Contractor's personnel shall be subject to drug testing, fingerprinting, background checks, and other related pre-employment standards, as deemed appropriate by the City of Miami Beach Human Resources Department, policies and procedures. Backgrounds checks, drug tests and other related safety and security checks shall apply to all employee(s) of the Contractor, its on-site subcontractors such as golf professionals and all new employees who have not previously been through the background process in compliance with City of Miami Beach standards.

6.03 Contractor shall at all times maintain a high standard of services to the public, to the satisfaction of the Director, who shall be the sole judge of the adequacy thereof. Upon written notice by the Director that the conduct of any of Contractor's personnel at the Golf Course Facilities is detrimental to the best interests of the public, or to City, Contractor shall, within twenty four (24) hours thereafter, furnish evidence satisfactory to the Director of correction of such deficiency.

6.04 Contractor will be responsible for screening, interviewing, testing and training to include, but not be limited to; interviews that include experience, goals, interests, attitudes, motivation and other work related attributes; background checks as deemed appropriate by the City of Miami Beach Human Resources Department, as well as credit history for positions that may require the handling of City funds; verification that its employees are not convicted sex offenders; and training of employees on the City's Service Excellence program for those who interact with the general public as customer service representatives.

6.05 Staffing and Hours of Operation

6.05.1 Subject to the approved Operating Budget, Contractor shall staff its operation with personnel to conduct all operations authorized hereunder, in sufficient number to meet public demand for prompt, courteous, and efficient service.

6.05.2 Contractor shall adjust the number of its assigned personnel, or its hours of operation, as may be requested from time to time by the Director.

6.06 Notice of Personnel: Changes

Contractor shall, in writing, inform the Director of the full name and specific assignment of each of its key personnel at each Course used in performance of the Agreement; this shall include the Golf Club

Contractor(s); the Director and Assistant Director of Golf; the Director of Marketing and Membership; Director of Merchandising; Controller; and the Superintendents and Assistant Superintendents of Golf Course Maintenance. Contractor shall thereafter notify the Director, in writing, within forty eight (48) hours following any such personnel changes.

7.0 Funding, Budgets and Bank Accounts

7.01 Operating Funds.

Subject to Section 7.02, following the approval of the annual Operating Budget for a Fiscal Year (including, without limitation, any annual Operating Budget applicable to the first Fiscal Year during the Term hereof), the City shall make available to Contractor all funds necessary to pay all Operating Expenses incurred or accrued in such Fiscal Year. Such funds shall be deposited by Contractor in the operating account established pursuant to Section 7.05 and used to pay Operating Expenses.

7.02 Non-Funding

7.02.1 The City shall have no obligation to provide funds for the payment of Operating Expenses incurred or committed for, beyond the approved annual Operating Budget, after the date Contractor receives written notice (an "Appropriation Deficiency Notice") of the fact that insufficient funds or no funds have been appropriated for the Golf Course Facilities.

7.02.2 If the Appropriation Deficiency Notice is of insufficient funds, the City shall pay all Operating Expenses incurred or committed for after such date which are within the aggregate level of appropriated funds in the approved annual Operating Budget. The City shall pay all Operating Expenses incurred or committed for that are within the aggregate level of funds in the approved annual Operating Budget, prior to the date Contractor receives the Appropriation Deficiency Notice. Any failure by the City to provide funds (beyond the aggregate level of appropriated funds in the annual Operating Budget) for the payment of Operating Expenses incurred or committed for after Contractor receives an Appropriation Deficiency Notice shall not be a breach of or default under the Agreement by the City.

7.03 Annual Budget; Cash Flow Budget

7.03.1 During the City's annual budget and review process of each year, Contractor will prepare an annual operating budget for the next Fiscal Year to meet the scope of services and objectives under the final Agreement. Such budget shall contain appropriate line items for revenues and expenses and the projected net operating deficit or surplus.

7.03.2 The Mayor and City Commission, each year during the Term hereof, shall review and approve annual Operating Budget for the succeeding Fiscal Year for the Golf Courses in the course of the City's annual budget review process.

7.03.3 The annual budget referred to in Sections 7.03.1 and 7.03.2 above shall be reviewed and subject to approval by the City Manager, and the Mayor and the City

Commission. The City Manager and the Mayor and the City Commission shall notify Contractor of any changes to the annual Operating Budget for the succeeding Fiscal Year proposed by Contractor and with such changes, if any (as are made by the City), such budgets shall be the Operating Budgets for the following Fiscal Year.

7.03.4 On or prior to the commencement date hereof, Contractor has given its comments and observations on the preliminary annual Operating Budget for the first Fiscal Year hereof prepared by the City. Contractor has submitted to the City Manager and the Mayor and the City Commission its proposed annual Operating Budget for the first Fiscal Year hereof; such proposed budget shall be treated in the same manner and create the same rights as obtained following the submission of annual budgets as described in Section 7.03.3 above, provided that the City shall notify Contractor of any changes to such annual budget.

7.04 Budget Modifications Initiated by the City.

In the event that it appears, in any year during the term hereof, that the actual Net Operating Loss/Profit for such Fiscal Year will be larger than projected in the annual Operating Budget for such Fiscal Year, the City Manager and/or the Mayor and the City Commission may request from Contractor a plan for reduction of Operating Expenses to a level consistent with the budgeted Net Operating Loss/Profit amount. Contractor shall forthwith comply with any such expense reduction requested by the City, and the Operating Budget for such Fiscal Year shall be modified accordingly.

7.05 Receipts and Disbursements

Contractor shall establish and maintain in a bank designated by the City's Chief Financial Officer an operating bank account for the promotion, operation and management of the Golf Course Facilities in the name of the City, with Contractor as agent and with signature authority in such employees of Contractor as Contractor shall determine. All revenues collected by Contractor from the operation of the Golf Course Facilities shall be deposited into such account and Operating Expenses shall be paid by Contractor as agent for the City from such account. All revenues collected by Contractor arising from operation of the Golf Course Facilities are the sole property of the City, held in trust by Contractor for the City for application as provided herein. Any amounts remaining in said account upon termination of this Agreement for any reason, after payment of all outstanding Operating Expenses, shall be promptly paid by Contractor to the City.

8.0 Records and Reports

8.01 Contractor shall prepare and maintain an adequate set of records, in detail and methodology satisfactory to the Director and the City's Chief Financial Officer, documenting all Golf Course Facilities gross revenues and Operating Expenses pursuant to this Agreement. Such method shall include the keeping of the following records:

8.01.1 Regular books of accounting, such as general ledgers;

8.01.2 Cash receipts and cash disbursements journals, including any supporting and underlying documents such as invoices, vouchers, checks, tickets, bank statements, etc.;

8.01.3. State and Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown;

8.01.4. Cash register tapes (daily tapes may be separate but shall be retained so that from day to day the sales can be identified) and golf starter sheets.

8.01.5. Annual inventory of equipment, merchandise and other related materials.

8.02 Contractor shall record all sales by means of cash registers which publicly display the amount of each sale and automatically issue a customer's pre numbered receipt or verify the amount recorded on a slip. Said cash registers shall in all cases have locked in sales totals and transaction counters which continuously accumulate and which cannot, in any case, be reset and, in addition thereto, a tape located within the register on which transaction numbers and sales details are imprinted. Beginning and ending cash register readings shall be made a matter of daily record. In the event of a technical or electrical failure of the cash registers, Contractor shall record by hand all collections and issue a sequentially pre numbered customer's receipt in like manner. Under no circumstances shall Contractor conduct sales which are not recorded or for which customer receipts are not issued.

8.03 Any other reporting records that the Director deems necessary for proper reporting of receipts and disbursements.

8.04 If at any time the Director or the City's Chief Financial Officer deems Contractor's accounting practices or procedures inadequate or not in accordance with City procedures, Contractor shall make requested adjustments to its practices and procedures.

8.05 Contractor shall submit monthly to the Director a written report, in a format and in detail satisfactory to the Director, of all Contractor's gross revenues from all operations at the Golf Course Facilities during the preceding calendar month. Such report shall include, without limitation, a daily breakdown of such gross revenues, to be made available upon request by the Director.

8.06 Preparation of reports with respect to all financial aspects of the Golf Courses, such as payroll data, cash receipts, accounts receivable, budget reports and detailed profit center information;

8.07 Maintenance of accounting records and preparation of annual financial statements of the Golf Course Facilities in accordance with generally accepted accounting principles, consistently applied, including all required footnotes and disclosure.

8.08 Financial Statement and Miscellaneous Reports

In addition to such other reports as may be required by the final Agreement, Contractor shall submit the following reports to the Director:

8.08.1 Financial Statement

Within forty five (45) days following the last day of each Fiscal Year hereunder, or at any

early termination of the Agreement prior to the end of the Term, Contractor shall submit a financial statement covering all business transacted by it at the Golf Course Facilities during such period, and all gross revenues, commissions and other income derived therefrom.. Such financial statement shall be compiled by Contractor in accordance with generally accepted accounting practices, and shall be such format and detail, as is satisfactory to the Director.

8.09 Miscellaneous Reports

Any other financial or statistical reports reasonably requested by the Director from time to time during the term hereof shall be provided by the Contractor, without cost to the City, within a reasonable period of time.

9.0 Monthly Reporting

9.01 Contractor is required to provide the City with a monthly income statement report. The City will reconcile this report with starter sheets and other source documents to determine if all gross revenues have been included in the report. This includes revenues from the Pro Shop and Food and Beverage. The report will also be analyzed to determine if expenditures are reasonable based on the Operating Budget. If an error is found, the City will contact the Contractor immediately.

10.0 Permits and Licenses

10.01 Contractor shall obtain and maintain in full force and effect throughout the Term of this Agreement any and all applicable permits and business licenses which may be required by any law, including administrative regulations and local ordinances, for the conduct of Contractor's operations hereunder.

Within ten (10) calendar days from the Effective Date, Contractor shall furnish the Director with copies of all such permits and licenses.

APPENDIX D

MIAMI BEACH

Special Conditions

2018-186-WG GOLF COURSE OPERATION AND MANAGEMENT SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

1. **TERM OF CONTRACT.** The initial term of the Agreement shall be for five (5) years. The effective date of the Agreement is anticipated to be on October 1, 2018. A Contract Year, as referred to herein shall start on October 1st and end on September 30th of the following year.
2. **OPTION TO RENEW.** The City, through its City Manager, will have the option to extend for two (2) two-year periods at the City's sole discretion. The successful contractor shall maintain, for the entirety of any renewal period, the same terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the successful contractor.
3. **MANAGEMENT FEE.** As consideration for providing the services specified herein, the City shall pay the successful Contractor an annual Management Fee for the performance of services at the Miami Beach Golf Club and the Normandy Shores Golf Club. The Management Fee shall be paid in equal monthly installments due on or before the last day of each month.
4. **INCENTIVE FEE.** In addition to the Management Fee, the successful Contractor may be entitled to, and may receive from the City, an annual Incentive Fee for the Miami Beach Golf Club and Normandy Shores Golf Club. The Incentive Fee will be negotiated with the successful Contractor.
5. **PERCENTAGE OF GROSS (PG)**
The Contractor shall pay the City at a minimum, five percent (5%) of the monthly gross revenues for merchandise sales, as well as, food and beverage sales, respectively, on the first day of each month throughout the Term of the Agreement. The Contractor must submit a report outlining the revenues each month as well. The monthly gross revenue payable to the City may be further negotiated with the successful Contractor.
6. **PROTECTION OF PROPERTY.** The Successful Contractor will at all times guard against damage to or loss of property belonging to the City of Miami Beach. It is the responsibility of the Successful Contractor to replace or repair any property lost or damaged by any of its employees. The City of Miami Beach may withhold payment or make such deductions as it might deem necessary to ensure reimbursement for loss or damage to property through negligence of the Successful Contractor, its employees or agents.
7. **LICENSES, PERMITS AND FEES.** The contractor shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein related to the installation and proper functioning of advertising equipment/signs etc. Damages, penalties and or fines imposed on the City or the contractor for failure to obtain required licenses, permits or fines shall be borne by the contractor.
8. **EXAMINATION OF SITES RECOMMENDED.** Prior to submitting its offer it is advisable that the vendor visit the sites of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and or labor required. The vendor is also advised to examine carefully the specifications and become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.
9. **CONTINUITY OF SERVICES.**
(a) The Contractor recognizes that the services under this contract are vital to the City and must be continued without interruption and that, upon contract expiration, a successor, either the City or

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another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them to the successor at the contract transition date mandated by the City.

APPENDIX E

MIAMI BEACH

Cost Proposal Form

2018-186-WG GOLF COURSE OPERATION AND MANAGEMENT SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

APPENDIX E COST PROPOSAL FORM

Failure to submit, Cost Proposal Form, in its entirety and fully executed by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the cost proposal form below represents the entire cost of the items in full accordance with the requirements of this RFP, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Cost Proposal Form shall be completed mechanically or, if manually, in ink. **Cost Proposal Form completed in pencil shall be deemed non-responsive.** All corrections on the Cost Proposal Form shall be initialed.

Item	Description	(A) Quantity	(B) U / M	Monthly Cost	(C) Total (A XB= C)
1	Management Fee Monthly Rate(Inclusive of Normandy Shores Golf Course and Miami Beach Golf Course)	12	Months	\$ _____	\$ _____
		(A) Annual Gross Revenue (for point calculation purposes only, this is not a guarantee or estimate as to the expected revenue)	(B) Percentage of Gross revenue to City of Miami Beach		(C) Total for point calculation purposes only) (A XB= C)
2	Percentage of Gross (PG) Revenue to the City for merchandise, food and beverage sales	\$2,300,000.00	_____ %		\$ _____
(ITEM 1 TOTAL) MINUS (ITEM 2 TOTAL) = GRAND TOTAL*					*\$ _____

* The Grand Total Cost shall be utilized to allocate Cost Points in the Evaluation of Proposals.

Bidder's Affirmation
Company:
Authorized Representative:
Address:
Telephone:
Email:
Authorized Representative's Signature:

APPENDIX F

MIAMI BEACH

Insurance Requirements

2018-186-WG GOLF COURSE OPERATION AND MANAGEMENT SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

MIAMI BEACH

INSURANCE REQUIREMENTS

This document sets forth the minimum levels of insurance that the contractor is required to maintain throughout the term of the contract and any renewal periods.

- XXX 1. Workers' Compensation and Employer's Liability per the Statutory limits of the state of Florida.
- XXX 2. Comprehensive General Liability (occurrence form), limits of liability \$ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
- XXX 3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.
4. Excess Liability - \$.00 per occurrence to follow the primary coverages.
- XXX 5. The City must be named as and additional insured on the liability policies; and it **must** be stated on the certificate.
6. Other Insurance as indicated:
- | | |
|---|--------------------------|
| <u> </u> Builders Risk completed value | \$ <u> </u> .00 |
| <u> </u> Liquor Liability | \$ <u> </u> .00 |
| <u> </u> Fire Legal Liability | \$ <u> </u> .00 |
| <u> </u> Protection and Indemnity | \$ <u> </u> .00 |
| <u> </u> Employee Dishonesty Bond | \$ <u> </u> .00 |
| <u> </u> Other | \$ <u> </u> .00 |
- XXX 7. Thirty (30) days written cancellation notice required.
- XXX 8. Best's guide rating B+:VI or better, latest edition.
- XXX 9. The certificate must state the proposal number and title

The City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.

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EXHIBIT A
MAINTENANCE STANDARDS

DRAFT