

**REQUEST FOR PROPOSALS FOR**

**Restaurant and Banquet Facility**  
**Operator**

**as part of a New Golf and Country Club**  
**for the Village of North Palm Beach**



VILLAGE OF NORTH PALM BEACH  
501 U.S. HIGHWAY ONE  
NORTH PALM BEACH, FL 33408

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## **ADVERTISEMENT - REQUEST FOR PROPOSALS**

The Village of North Palm Beach will be receiving sealed proposals to provide **Restaurant and Banquet Facility Operator Services as part of a New Golf and Country Club for the Village of North Palm Beach.**

Sealed proposals (one original plus seven copies and one digital copy -USB flash drive or CD) will be received by the Village Clerk's Office at 501 U.S. Highway One, North Palm Beach, Florida 33408 until **2:15 p.m. EST on February 15, 2018**. Any proposals received after the time specified will not be accepted and shall be returned unopened to the Proposer. All proposals will be publicly opened and read aloud in the Village Council Chambers.

The Request for Proposals is open to inspection and may be obtained at Village Hall, 501 U.S. Highway One, North Palm Beach, Florida 33408, on DemandStar or on the Village's website: [www.village-npb.org](http://www.village-npb.org).

A Pre-Proposal Conference will be held at 10:00 a.m. on January 9, 2018 at the Village Hall, 501 U.S. Highway One, North Palm Beach, Florida 33408. Attendance is strongly encouraged.

The Village of North Palm Beach reserves the right to reject any or all proposals, to waive technicalities, and to re-advertise. The award, if made, will be made to the most responsive Proposer whose proposal is determined by the Village, in its sole discretion, to be most advantageous.

VILLAGE OF NORTH PALM BEACH, FLORIDA  
Andrew Lukasik, Village Manager

Publish: **DemandStar**      **November 3, 2017**

Publish: **Palm Beach Post**      **November 5, 2017**

Publish: **Village Website**      **November 5, 2017**

## **INSTRUCTIONS TO PROPOSERS AND TERMS AND CONDITIONS**

### **GENERAL INFORMATION**

It is the intent of the Village to negotiate with the vendor who ranks highest in this process to come to a mutually agreed upon final Contract. All qualified interested parties are encouraged to respond in order to be considered.

The Request for Proposals Document consist of:

1. Advertisement - Request for Proposals;
2. Instructions to Proposers and Terms and Conditions;
3. Scope of Work/Specifications
4. Proposal Requirements and Evaluation Process
5. Drug Free Workplace Certification;
6. Sworn Statement on Public Entity Crimes;
7. Proposer's Acknowledgement and Proposal Form;
8. List of Kitchen and other related equipment provided by Village; and
9. Any Addenda issued prior to the date designated for receipt of proposal.

Complete sets of the Request for Proposals Document shall be used in preparing the submitted Proposal. The Village of North Palm Beach ("Village") does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets. The Proposal Form is to be filled in, signed, and all required documents are to be placed in a sealed envelope bearing the words "**Restaurant and Banquet Facility Operator as part of a New Golf and Country Club for the Village of North Palm Beach**" on the outside and mailed or hand-delivered to the Village Clerk on or before the specified time and date. **Each Proposer shall submit one (1) original, seven (7) copies and (1) one digital copy of its Proposal.**

It is the Proposer's sole responsibility to ensure that its Proposal is received by the Village Clerk on or before the closing date and time. The Village shall in no way be responsible for delays caused by **any** occurrence, including the failure of an overnight delivery service to deliver the Proposal by a specified time. Proposals submitted by telephone, telegram or facsimile will **not** be accepted.

The proposal opening time shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered. Such proposals shall be returned unopened.

*All proposals must be typewritten or filled in with pen and ink.* Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed or the signature attested to by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All corrections made to the proposal price must be initialed. Proposers shall not be allowed to modify their proposals after the opening time and date.

Pursuant to Section 119.071(1)(b)2, Florida Statutes, sealed proposals remain exempt from public disclosure until such time as the Village provides notice of its intended decision to accept a Proposal or for thirty (30) days after opening, whichever is earlier.

The submission of a Proposal shall constitute an incontrovertible representation by the Proposer that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the requested services.

All costs incurred by the Proposer in preparation of any submittal or at any time during the selection process remain the expense of the Proposer. Under no circumstances will the Village reimburse any Proposer for the costs of submitting a Proposal for this Project.

For information concerning this Proposal, please contact:

Sharon Swan, Purchasing Manager

Village of North Palm Beach  
501 US Highway One  
North Palm Beach, FL 33408  
561-841-3359

**All questions must be submitted in writing by e-mail to [sswan@village-npb.org](mailto:sswan@village-npb.org) at least five (5) days prior to the proposal opening date.**

#### ACCEPTANCE/REJECTION

The Village reserves the right to accept or to reject any or all proposals in whole or in part, with or without cause, to waive any informalities and technicalities and to make the award to the Proposer, who in the sole opinion of the Village, is the most responsive, responsible Proposer for the Restaurant and Banquet Operator Services and whose Proposal will be most advantageous to the Village.

The Village reserves the right to re-issue the Request for Proposals.

#### ADDITIONAL TERMS AND CONDITIONS

Additional terms and conditions included with the Proposal Response must be clearly identified as variables and shall be evaluated and considered during the evaluation and negotiations portion of the process. Failure to agree on proposed terms and conditions may result in disqualification or reduced scores during the evaluation process.

#### INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

No oral interpretations will be made to any Proposer as to the meaning of the Proposal Documents. Any inquiry or request for interpretation received by February 8, 2018 will be given consideration. All such changes and interpretations will be made in writing in the form of an addendum and, if issued, will be posted on the Village's website and DemandStar prior to the established Proposal opening date. Submission of a Proposal constitutes acknowledgment by the Proposer of the receipt of addenda. All addenda are a part of the Proposal Document. It is the responsibility of each Proposer to verify

that he has received all addenda issued before Proposals are opened. No authorization is allowed by Village personnel to interpret, or give information as to Proposal requirements in addition to that which is contained in the written Proposal document and addenda.

#### CONTRACTUAL AGREEMENT

All terms and conditions of the Proposal Documents shall be included and incorporated into a Contract. **It is the intent of the Village to negotiate with the vendor(s) who rank highest in this process to come to a mutually agreed upon final Contract.** The order of contract precedence shall be the Contract and then the Proposal Documents and Proposal Response. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County and the Contract will be interpreted according to the laws of Florida.

#### FEDERAL AND STATE TAX

The Village is exempt from Federal and State taxes for tangible personal property. However, vendors or contractors doing business with the Village shall **not** be authorized to use the Village's Tax Exemption Number in securing materials for performance of the work associated with this Project.

#### LEGAL REQUIREMENTS

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

#### VARIANCES

The Proposer shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications for the Contract being proposed. For purposes of proposal evaluation, Proposers must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the proposal, the Village shall construe the Proposal to fully comply with the specifications, terms and conditions as given herein.

#### AWARD

The Village reserves the right to hold all Proposals for a period not to exceed one hundred and eighty (180) days after the date of proposal opening stated in the Request for Proposals.

#### PROPOSAL WITHDRAWAL

Any proposal may be withdrawn up until the time set for opening of the proposals. Any proposals not so withdrawn shall, upon opening, constitute an irrevocable offer to operate a restaurant with banquet facility operations at the New Golf and Country Club in the Village as set forth in the attached specifications until one or more of the proposals have been duly accepted by the Village.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with the Village and promptly demonstrates to the reasonable satisfaction of the Village that there was a material and substantial mistake in the preparation of his/her Proposal, that Proposer may withdraw his/her Proposal.

#### CERTIFICATION

Vendor must hold valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.

#### PROPOSAL FORMS

In filling out proposal forms, Proposers shall be governed by the following provisions:



- A. Proposals must be made on the blanks provided herewith.
- B. Any proposal which in any manner fails to conform to the condition of the published notice may be rejected.
- C. Proposals must be signed in ink by the Proposer with the signature in full.
- D. Proposals that contain any omission, erasure, alteration which has not been initialed, addition or item not called for, or that show irregularities of any kind, may be considered as informal or irregular. This will constitute cause for the rejection of the Proposal.

#### REGULATIONS, PERMITS, TAXES AND FEES

The selected Proposer(s) will be required to obtain at its own expense all licenses required to provide the required services to the Village. The selected Proposer must comply with all Federal, State and local laws and regulations that may apply, including, but not limited to, those specifically referenced in the Proposal Documents. In addition, Proposer(s) shall obtain and pay for Federal, State and Local taxes chargeable to its operation including the ad valorem property taxes assessed by the Palm Beach County Property Appraiser and Tax Collector as a result of its operation as well as any impact fees, if applicable.

#### INSURANCE REQUIREMENTS

The insurance requirements for the successful Proposer are:

- A. Prior to execution of a Contract by the Village the Vendor shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.
- B. The Vendor shall maintain, during the life of this Contract, Commercial General Liability, including Professional Liability, Errors and Omissions insurance in the amount of \$2,000,000 in aggregate to protect the Vendor

from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Vendor or by anyone directly employed by or contracting with the Vendor.

- C. The Vendor shall maintain during the life of this Contract, Liquor Liability with limits not less than \$1,000,000 each occurrence/\$2,000,000 in aggregate.
- D. The Vendor shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the Vendor from claims for damages for bodily and personal injury, including death as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non-owned automobiles, including rented automobiles and valet parking activities whether operations be by the Vendor or by anyone directly or indirectly employed by the Vendor.
- E. The Vendor shall maintain, during the life of this Contract, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- F. All Insurance, other than Worker's Compensation, to be maintained by the Vendor shall specifically include the Village as an "Additional Insured".

### INDEMNIFICATION:

- A. To the fullest extent permitted by applicable laws and regulations, the Vendor shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by the Vendor pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the Vendor and/or its subcontractors, agents, servants or employees.
- B. The Vendor shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or the Vendor, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.

### INSPECTOR GENERAL

Vendor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof, may demand and obtain records and testimony from the Vendor and its subcontractors. Vendor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of contractor or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract Documents justifying termination.

### PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, Vendor certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

#### TERM OF CONTRACT

The initial term of the proposed contract shall be for a period of five (5) years, commencing upon the opening of the new Restaurant which is scheduled to be on or around June 2019, with additional renewal terms available upon mutual agreement.

#### CONE OF SILENCE

This Request for Proposals is expressly subject to the Cone of Silence provisions of Section 2-355 of the Palm Beach County Code of Ordinances. Any contract entered into in violation of the cone of silence provisions shall render the transaction voidable.

#### NON-COLLUSION

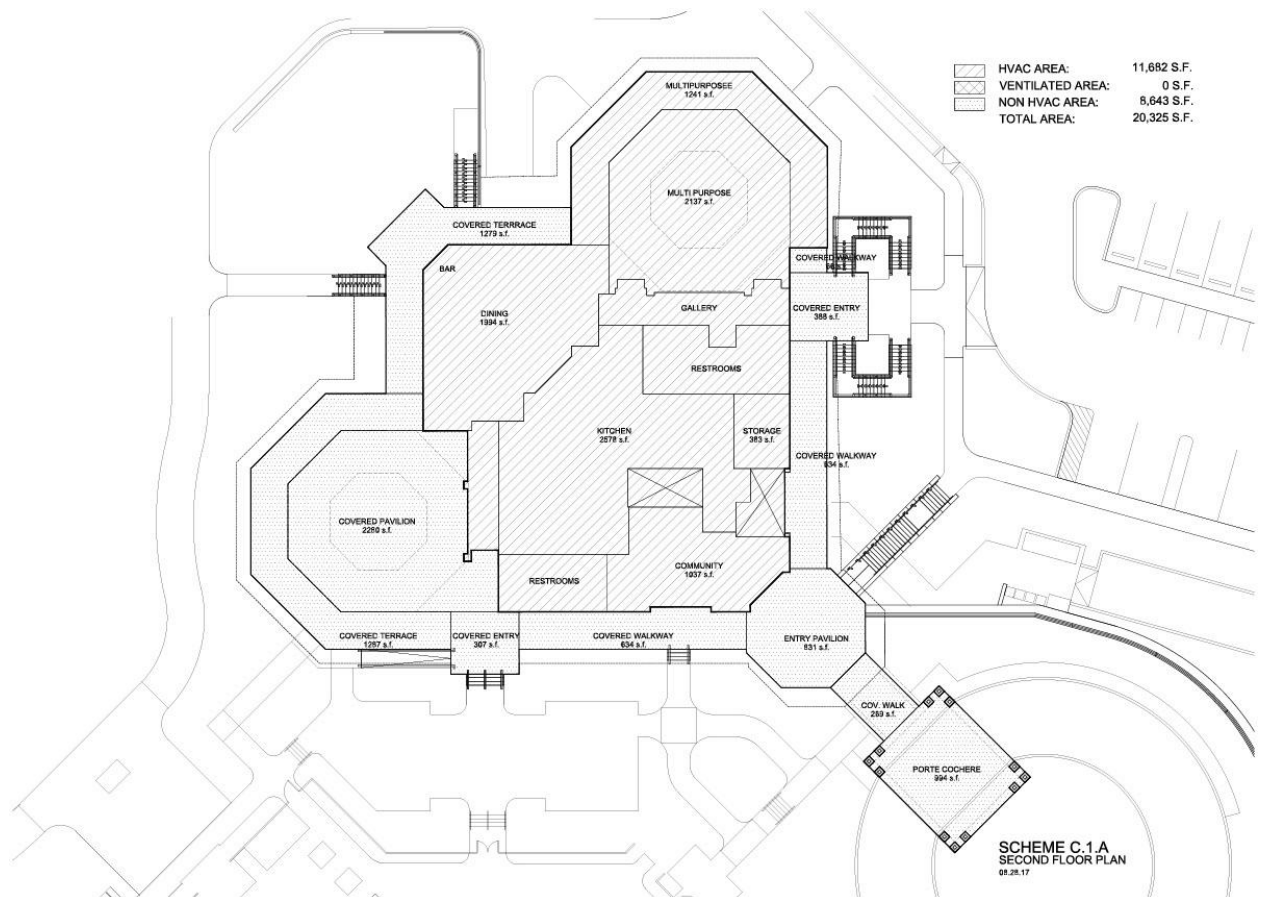
By submitting a Proposal, each Proposer affirmatively represents that neither the Proposer nor any of its officers, partners, owners, agents, representatives or employees have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer to submit a collusive or sham Proposal or have in any manner directly or indirectly sought by agreement or collusion to fix the prices of the Proposal or to secure through any agreement or collusion any advantage. The prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, or employees.

## **SCOPE OF WORK/SPECIFICATIONS**

The Village of North Palm Beach (“Village”) is interested in obtaining proposals from qualified, licensed, insured, and motivated vendors to provide **Restaurant Operator Services with Banquet Facility Services in the New Golf and Country Club for the Village of North Palm Beach** as described in these Specifications.

The Village has begun a \$15 million dollar project to rebuild the North Palm Beach Golf and Country Club located at 951 U.S. Highway One, North Palm Beach, Florida 33408 and has engaged the services of Peacock & Lewis LLC to design the facility, including restaurant and banquet space with views of the golf course. Conceptual drawings are included throughout this solicitation.





The Village, incorporated in 1956, is located on the east coast of Florida, nine miles north of West Palm Beach in Palm Beach County. The North Palm Beach Golf and Country Club sits on a 145-acre site that was purchased in 1961. It is open to the public and has excellent north-south access along U.S. Highway One. Primary east-west arterial roadways include Northlake Boulevard and PGA Boulevard. In 2005, the Village's golf course was closed, completely redesigned, and reopened in the Fall of 2006 as a Jack Nicklaus Signature Golf Course at a total renovation cost of just under \$5 million dollars. The average number of rounds played each year is 44,000, with approximately 60% of all rounds played by non-members and a yearly gross revenue of over \$3 million dollars. Our 18-hole public golf course has received the following accolades:

- #1 Ranked Municipal Course in Florida By Golf Week Magazine and #27 Ranked Municipal Course in America by Golf Week Magazine

- Voted the #1 Public Course in Palm Beach County by the Palm Beach Post
- Named by AAA Magazine as a Must Play Course in Florida
- Ranked in the Top Ten Courses you can play in Florida by Golf Week Magazine
- Named by Rolex as a World's Top 100 Golf Course

This golf course sits on the Intracoastal Waterway and includes a lighted driving range, and putting green. In addition to Golf, the facility offers Tennis, a Pool and a new Splash Park, bringing a wide array of people to the North Palm Beach Golf and Country Club facility. The Village holds a variety of community events and activities on the facility grounds.

The Village Tavern Restaurant, currently operated by RBI Restaurant, LLC is located on the property and features a full-service bar, lunch and dinner menus, banquets and catering. This space will benefit from the update and expansion of size for the facility, increased marketing and longer hours of operation in order to increase revenue.

In its 60<sup>th</sup> Anniversary year the Village of North Palm Beach is in the Design Phase to completely rebuild its Country Club Clubhouse. Concurrently, the Village has also created a Master Plan to guide development and redevelopment within the Village over the next ten years. (See [Master Plan](#)). The demographics for the 28-square mile primary trade area of North Palm Beach and adjacent surrounding communities is as follows\*:

	<b>2016</b>	<b>2021 (Projection)</b>
Population	69,200	72,500
Households	29,400	30,900
Average Household Income	\$64,400	\$72,900
%Households w/Incomes \$75,000 or higher	25.5%	35.5%

\*See Retail Market Analysis and Preliminary Market Potentials for further details.

Interested Qualified Vendors are encouraged to research and study this unique opportunity to partner with the Village on this project to provide Casual Dining to our members and the public and to provide banquet facility services to individuals who desire to hire the Vendor for a special event held at the North Palm Beach Banquet Facility.

The Vendor shall be responsible for obtaining a 4COPSRX liquor license for this location.

#### Project Description, Size, Available Schedule and Service Days:

The new Village of North Palm Beach Golf and Country Club Clubhouse will be a two-story building constructed on the site of the existing clubhouse. The Lower Level houses the Golf Shop, golf operations and support spaces. The Main Level includes a restaurant with a dedicated Covered Dining Terrace and shares the main floor with two other major spaces, a Multipurpose Room to one side and a Covered Pavilion/Terrace on the other side. Kitchen and restrooms are located at the core of the main level.

Members, guests and patrons arrive at a Porte Cochere located on the main level and access the building through the Entry Pavilion. From the Entry Pavilion to the right is a Covered Terrace leading to the entrance to the Restaurant and the Multipurpose Room; to the left is a Covered Terrace leading to the Covered Pavilion and a second entrance to the Restaurant. Additionally, patrons that approach the building from the parking lot arrive at an entrance portico with access to a decorative entrance stair or an elevator to gain access to the main level.

The restaurant located on the main level has commanding views of the Jack Nicklaus Signature golf course and pool with its related deck areas. In addition to the indoor dining room, the restaurant has a dedicated outdoor Covered Dining Terrace. The facility is open to the public 7 days a week.

The North Palm Beach Golf and Country Club will consist of three main dining areas as follows:



- The Restaurant air-conditioned area is approximately 1,994 square feet and the adjacent Covered Dining Terrace non air-conditioned area is approximately 1,279 square feet yielding a total of approximately 3,273 square feet of dining area.
- The Multipurpose (Banquet) Room air-conditioned area is approximately 3,378 square feet and has a banquet seating capacity for 200 persons including space for a dance floor and a band riser.
- The Covered Pavilion and Covered Terrace non air-conditioned area is approximately 3,567 square feet.

**These square footage numbers and descriptions are based upon the current conceptual design which may be adjusted by the Village during the final design and/or construction phase.**

#### Operating Hours:

The Operating Hours of the Restaurant will be daily from 6:30 a.m. till 9:00 p.m., with additional hours at the option of the Restaurant Operator. The banquet facility will be available when booked for an event. Note that early morning service is necessary for golf patrons but may be a limited menu depending upon volume particularly at certain times of the year.

#### Service Demand:

In order to maintain a strong performance in the leased facility, the Vendor agrees to minimally do the following:

The Successful Vendor and Operator of the Restaurant will aggressively advertise market and manage its restaurant as a clean, well maintained and pleasant environment for its guests and employees during the term of the lease. Paint, decorations, furniture and general operating areas will be updated on a regular basis but no less than once every 3 years to maintain the site in the highest style to complement the other facilities in the North Palm Beach Golf

and Country Club. All broken items will be repaired or replaced at the Vendor's expense in a timely and efficient manner.

In addition, all employees will be trained to be customer service oriented, neat and friendly to the customers and potential customers in and around the North Palm Beach Country Club facility.

When planning group and banquet events, noise levels must be such as not to negatively impact the other guests at the facility.

### **Restaurant and Banquet Facilities Operator Services –**

Vendors interested in offering proposals shall:

1. Market and Advertise the New Restaurant Opening and Banquet Facilities Availability and continue appropriate marketing throughout the term of the lease. NOTE: Proposers shall obtain approval from the Village Manager prior to releasing any publicity pertaining to this RFP or project *prior* to the opening of the Restaurant.
2. Provide\* and maintain all necessary kitchen, dining, banquet and other equipment and inventory to offer food and beverage service at breakfast, lunch and dinner as well as for banquets on a year-around basis at the Village of North Palm Beach Country Club.  
\*The Village plans to provide and install certain built-in kitchen equipment (see attached list), a bar with bar stools in the Restaurant and table and chairs in the Restaurant. All other equipment and supplies to be provided by the Restaurant Operator as needed.
3. Operate the Restaurant at a minimum from 6:30 a.m. until 9:00 p.m. each evening.
4. Operate a snack bar to service golf and pool patrons. Hours to be determined based upon demand from golf and pool patrons.
5. Operate a beverage and food cart on days the golf course is open for play during hours requested by Village's Director of Golf.
6. Provide delivery of food and beverages to tennis facility patrons during season play.
7. Coordinate, schedule and negotiate contracts with groups desiring use of the banquet room or other public areas of the Clubhouse for the purpose

- of holding an event. Provide basic food and beverage service (such as coffee and Danish) for an event or full catering services as requested for an event.
8. Staff the restaurant, snack bar and areas serving food and beverages around the Country Club with customer service oriented people who are professional, friendly and courteous to all golfers and the general public. Staff must maintain a neat appearance and be appropriately dressed with uniforms and work shoes, shall wear name tags identifying the company and name of employee at all times during the performance of their services and conduct themselves in a professional manner acceptable to the Village.
  9. Staff and Operate or subcontract a Valet Parking Service during the peak times to make parking easy for customers.
  10. Pay for electric, gas, phone, burglar alarm service, fire/safety check fees, television package to capture sports and other entertainment shows and internet services for the Restaurant including services as needed to provide free Wi-Fi services to customers; operate and pay for credit card processing; and operate and pay for point of sale system.
  11. Clean all restaurant and banquet spaces including kitchen, dining room, snack bar, verandas, multipurpose room, areas around country club serving food and beverages, designated restaurant bathrooms and walk-in coolers on a daily basis or more frequently as needed.
  12. Provide all tables, chairs, linen, decorations and other equipment as needed for an event (including portable dance floor and band riser). Storage will be available in the facility. Style of banquet tables and chairs to be mutually agreed upon.
  13. Repair and maintain all of the equipment and personal property in use for the food and beverage operation within the Country Club whether it was provided by the Village or the Vendor. This shall include the glass windows, bulbs, light fixtures floors and doors.
  14. Schedule and pay for all required inspections.
  15. Move all refuse and waste materials generated by Restaurant and Banquet Operations to designated collection points. Vendor shall pay for refuse service for the Restaurant and Banquet operations and maintain sanitary conditions in and around the Premises and shared dumpster area.

16. Pay for all permits, licenses, Federal, State and Local taxes chargeable to operation of the Restaurant including the ad valorem property taxes assessed by the Palm Beach County Property Appraiser and Tax Collector as a result of its operation as well as any impact fees, if applicable.
17. Agreed upon payments each month will be made no later than the 15<sup>th</sup> of each month for the preceding month.
18. Maintain books of accounts, reports and records customarily used in this type of operation. All records shall be made accessible to the Village for purposes of inspection, reproduction and audit without restriction.
19. Maintain Insurance in accordance with Contract.
20. All labor and materials supplied by the Vendor must be in compliance with all Local, State, Federal and OSHA standards.
21. Operate the Food and Beverage operation as a drug free workplace.
22. Attend a meeting at least once per month with the Director of Golf Operations and such other individuals as requested by the Director of Golf Operations to discuss the schedule of events and to coordinate events and functions between the various departments of the Country Club and for such other purposes set forth by the Director of Golf Operations. Also, attend monthly meetings of the Golf Advisory Board, when needed.
23. Provide the Village with priority for scheduling events at the Country Club. Each year there are three main events which the Village will want to book with the Vendor to provide food and beverages (4<sup>th</sup> of July, Heritage Day and Holiday Boat Parade). There will be many additional events scheduled by the Village throughout the term of this Contract.

**Additional Services:**

The Village may require or allow additional services from the Vendor on the grounds of the North Palm Beach Golf and Country Club Facility as the requirements of the Village may change. This could entail additional facility areas and/or additional services required at contracted facility. These additional services will be allowed to be amended into the Contract.

## **PROPOSAL REQUIREMENTS AND EVALUATION PROCESS**

### **Tentative Schedule of Events:**

The schedule of events, relative to this selection shall be as follows:

<b>Event:</b>	<b>Date:</b>
Pre-Proposal Conference	January 9, 2018, 10:00 a.m.
Last Day to ask Questions	February 8, 2018
Opening of Proposals	February 15, 2018, 2:15 p.m.
Evaluation by Committee	February 28, 2018, 9:00 a.m.
Finalist's Interviews	March 7, 2018, 9:00 a.m.
Council approval of Vendor/Recommended Vendor Interview	March 22, 2018
Award of Contract	May 24, 2018

### **2. Submission of Proposals:**

An Original and seven (7) copies and one (1) electronic copy (USB flash drive or CD) to include the following shall be submitted for consideration:

- A. Title Page.** Title Page shall provide the Request for Proposals subject, the vendor's legal name, primary place of business, the name of the person authorized to make representations for the Proposer, their title, address, phone numbers and email and the contact person's name, address, phone numbers and email.

- B. Table of Contents.** The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.
- C. Letter of Transmittal.** Summarize in a brief and concise manner that the Proposer understands the requirements of the contract resulting from this RFP and why the Vendor believes itself to be best qualified to provide the services.
- D. Proposer's Acknowledgement and Proposal Form.** Complete and fully executed by the person authorized to make representations for the Proposer.
- E. Drug Free Workplace Certification.** Complete and fully executed by the person authorized to make representations for the Proposer, if applicable.
- F. Sworn Statement on Public Entity Crimes.** Complete and fully executed by the person authorized to make representations for the Proposer, if applicable.
- G. Organizational Profile.** Provide the Corporate Name and Parent Company (if applicable) and a succinct history of the company. Include information on corporate ownership changes, reorganizations or other similar events which have occurred during the past 5 years.
- H. Licenses.** Provide evidence that Proposer holds valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.
- I. Financial Information.** In order to evaluate the Proposer's ability to provide the resources and necessary working capital through the completion of this project, include the most recent and 3 prior years of reviewed or audited Financial Statements including notes with letter from CPA or other documented information showing evidence of

financial resources to be able to operate Restaurant and Banquet Catering services.

**J. Insurance.** Provide a statement from the Proposer's Insurance Agency confirming total insurance capability of the firm.

**K. Fee Proposal.** Provide the following:

Capital Contribution – Provide the amount of money you will pay the Village to invest into this new facility.

Base Monthly Rent – Identify the amount of monthly rent you will pay the Village for use of the restaurant space to provide restaurant services at breakfast, lunch, dinner and snacks during operating hours.

Percentage of Gross Revenue – In addition to the Base Monthly rent, identify the percentage of gross revenue for all activity on the Country Club grounds exclusive of Banquet Services the Vendor will share with the Village.

Banquet Revenue – Identify the proposed process for handling the rental fees for events and the percentage of gross banquet revenue the Vendor will share with the Village for an event.

Identify any additional revenue sharing offered by Vendor.

**L. Successful Experience Operating Restaurants**

Describe the experience Vendor has in operating restaurants

Provide a list of all restaurants operated by Vendor. Include facilities currently open and those which were in operation anytime during the past 5 years.

For each Restaurant Location:

- Years of Operation under your firm's management
- Size of facility
- Up to 3 Published articles (not ads) for each facility

- Total number of workers at each facility
- Age of each facility
- Category of Service (Fast Food, Casual Food, Fine Dining, etc.)
- Statement of operating success including gross revenue from food and beverage operation and other information for past 3 years or if closed why?

**M. Successful Experience providing Banquets**

Describe the experience Vendor has in providing banquets.

Provide a list of all banquet facilities utilized by Vendor anytime during the past 5 years.

For each Banquet Location:

- Years of Operating Banquets at this facility
- Number of banquets by category, i.e., weddings, birthday parties, corporate events, etc. provided at each location identified by year for the past 3 years.
- Size of banquet facility
- Total number of workers Vendor utilized at each banquet facility; indicate if these were employees of Vendor, Subcontractor hired by Vendor or employees or subcontractors of banquet facility.

**N. Project Management Plan:** Describe how Vendor will plan and meet the build-out, move-in, hiring of new staff and general start- up of this new Restaurant and Banquet Services Operation.

**O. Qualifications of Team:**

Identify the staffing levels and team who will be assigned to this facility: For members not yet selected, please include the job description. Include a resume for all others.

- Project Manager for facility design, build out and set up of Restaurant;
- Manager of Restaurant once opened;



- Marketing Person/Sales Team;
- Head Chef;
- Manager of Banquet Operations;
- Caterer; and
- Other members of Team.

Note: Any change of a key team member after submittal of Vendor's proposal must be submitted in writing to the Purchasing Manager with the reason for the change and replacement's resume.

**P. Project Vision and Fit into the Location**

Describe the vision of your proposed restaurant and how this would fit into the new Village of North Palm Beach Golf and Country Club facility. Provide sample menus and any innovative concepts and recommendations your restaurant will bring to the facility. Include the draw that your proposed Restaurant might have to bring people to the facility and why you feel that this would be a good fit for the Village and surrounding area.

**Q. Banquet Fit into the location:**

Describe the vision of your proposed banquet offering and how this would fit into the new Village of North Palm Beach Golf and Country Club facility. Provide a sample of your brochure. Include the draw that your proposed Banquet Services might have to bring people to the facility and why you feel that this would be a good inclusion for the Village and surrounding area.

**R. Inspections, Safety Record and Contract Litigation.**

Inspections/Safety Record – Provide a copy of your food handling/inspections and safety program that you operate as part of your Restaurant(s). For all restaurants listed as part of your response to question L, Health Department Inspections for past 3 years with information on time of correction for any violations

Litigation – Provide a list of all litigation during the past three (3) years in which the proposing Vendor has been a named party. Provide

information including case number, case venue, and brief description of facts.

**S. References from other restaurants operated by Vendor**

Using the list of all restaurants operated by Vendor provided in response to question L, provide references for each restaurant location.

For each Restaurant Location:

- References from landlord or statement that property is owned by Vendor.
- References from guests rating restaurant operated by Vendor.
- Information on employee longevity/turnover rate.
- Other relevant information supporting references of Vendor.

**T. References from other Banquet Facilities**

Provide references for banquet services provided by Vendor during the past 5 years.

- References from up to 3 customers regarding service provided by Vendor for each location identified in question M.
- Up to 3 Published articles or printed ads for Vendor's banquet services
- Other relevant information supporting references of Vendor.

**U. Additional Information.**

Proposer may provide additional information that they feel is relevant to the selection of the most qualified Vendor. Such information shall be submitted as an Appendix to the Proposal and shall be clearly marked in the Index for ease of review.

**3. Evaluation Criteria and Procedures:**

- A. Vendors will be evaluated to determine if they are responsive to the Request for Proposals and responsible including holding proper licenses, being financially capable and being insurable. Vendors not meeting these criteria will not be considered. All other proposals will be evaluated as per the Evaluation Criteria. The Village reserves the right to obtain additional information from Proposers.
- B. Vendors have a continuing obligation to provide the Village with any material changes to the information requested.
- C. Points for each of the Evaluation Criteria are identified below.

The Evaluation Committee will utilize the evaluation criteria to rank proposals. Based on the total average score, up to three (3) of the Vendors scoring in the competitive range shall be invited to make a presentation to the Evaluation Committee who will determine the most advantageous package to the Village.

The Village expressly reserves the right to modify the procedures set forth herein for the selection/evaluation process.

- D. The Village Manager or his designee will commence contract negotiations with the proposer approved by Village Council whose Proposal will be most advantageous to the Village and will continue negotiations in order of ranking, if required. Final Contract Approval will be by vote of the Village Council.

**Evaluation Rating Categories:**

40 Maximum Points	Proposed Revenue
40 Maximum Points	Successful Restaurant and Banquet Experience
30 Maximum Points	Project Management/Qualifications of Team
30 Maximum Points	Project Vision and Fit into the Location
30 Maximum Points	Inspections, Safety Record and Contract Litigation
30 Maximum Points	References from other restaurants/banquet services operated by Vendor
200 Maximum Total Points	

**Evaluation Scoring Scale:****40 Point Scale**

Superior Response:	30 – 40 Points
Good Response:	20 – 29 Points
Fair Response:	10 – 19 Points
Failed Response:	0 – 9 Points

### 30 Point Scale

Superior Response:	20 – 30 Points
Good Response:	10 – 19 Points
Fair Response:	5 – 9 Points
Failed Response:	0 – 4 Points

#### **Evaluation Scoring Scale Definitions:**

**Superior Response:** Comprehensively meets the requirements and intent for the RFP. Information was clearly presented and complete. Response demonstrated a thorough understanding of the RFP scope and requirements. Evaluation demonstrates a mastery of the evaluation category. Response demonstrates proposers' selection would be both a considerable value and benefit to the RFP project goals.

**Good Response:** Meets the majority of the requirements and intent for the RFP. Information was clearly presented and complete with minimal deficiencies. Response demonstrated a good understanding of the RFP scope and requirements. Evaluation demonstrates a considerable knowledge of the evaluation category. Response demonstrates proposers' selection would be both a value and benefit to the RFP project goals.

**Fair Response:** Minimally meets the requirements and intent for the RFP. Information was presented with some deficiencies. Response demonstrated an average understanding of the RFP scope and requirements. Evaluation demonstrates a minimal knowledge of the evaluation category.

**Failed Response:** Does not meet the requirements and intent for the RFP. Information was presented with excessive deficiencies. Response demonstrated an insufficient understanding of the RFP scope and

requirements. Evaluation demonstrates an insufficient knowledge of the evaluation category.

Evaluation Committee members will independently evaluate each proposer based on the rating categories for the evaluation process. Points will be awarded from zero (0) to the maximum points allowed for the category. Points are not awarded in a winner-takes-all format. Proposers may tie in individual category and cumulative point awards. Following award of points by the Evaluation Committee to all proposers, the Purchasing Manager will combine and average points awarded to each firm for each category.

Oral Presentations – Upon completion of the evaluation process, the Evaluation Committee shall determine whether to invite those firms in the Competitive Range to give an oral in-person presentation. Only those proposers with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations.

Final Selection - The Village Council will approve the selected vendor and will approve the final contract for services.

**PROPOSER'S ACKNOWLEDGMENT AND PROPOSAL FORM**

**Restaurant and Banquet Operator As Part of a  
New Golf and Country Club for the Village of  
North Palm Beach**

Proposer's

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

(Please specify if a corporation, partnership, other entity or individual)

Fed. ID# or SSN: \_\_\_\_\_

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

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

E-Mail: \_\_\_\_\_

Contact representative: \_\_\_\_\_

The undersigned authorized representative of the Proposer agrees to all terms and conditions stated in the RFP, or has clearly identified any variations included in the proposal and proposes and agrees that if this proposal is accepted by the Village, the Proposer will enter into good faith negotiations with the Village to contract to provide the services as stated in this proposal and in accordance with all terms and conditions of this RFP and the pricing set forth in the proposal document.

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Position:

## **DRUG FREE WORKPLACE**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids or proposals which are equal with respect to price, quality, and service are received by any political subdivision for the procurement of commodities or contractual services, a bid or proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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



6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

---

Proposer's Signature

Drug Free Workplace

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA  
STATUTES, ON PUBLIC ENTITY CRIMES**

1. This sworn statement is submitted to the Village of North Palm Beach, Florida by

\_\_\_\_\_

**(print individual's name and title)**

for

\_\_\_\_\_

**(print name of entity submitting sworn statement)**

whose business address

is \_\_\_\_\_

\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement:

\_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
**(Signature)**

The foregoing document was sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My Commission Expires:

List of Kitchen and other related Food and Beverage Operation Equipment  
planned to be provided by Village

1. Kitchen Equipment – See attached list

## **Appendix A**

## **Appendix B**