


Tanya Cannady CPA, CDM, General Manager
Michael Hurley, Facilities & Security Director
Omar DeJesus CPA, CGFO, Finance Director
Ariel Fells MBA, Community Services Director



Board of Supervisors:
Neal Hotelling, President
Michael Gilpin, Vice President
Joe Branson, Supervisor
Raymond Brooks, Supervisor
Craig Herrick, Supervisor

To: Board of Supervisors
From: Tanya Cannady, CPA, CDM 
General Manager
Date: July 17, 2020
Re: RFP Golf and restaurant management services

Attached you will find a draft Request for Proposals (RFP) for golf and restaurant management services. Below is a suggested timeline for the process:

7/24 – Initial discussion of RFP
8/28 – Final discussion of RFP and approve with resolution
8/31– 9/4 – Advertise RFP in Florida newspapers/publications
8/31 – 9/4 – Email RFP information to vendors
9/22 – Pre bid meeting
10/14 – Bid opening
10/23 – Discussion at board meeting to review qualified proposers to determine if a committee should be formed for recommendations or if the evaluation process will be performed by the Board of Supervisors.
11/13 – Board meeting to review the evaluations, determine company presentations and decision on timing of bid award.

After bid is awarded then negotiations for the contract can begin.

Please advise if you need additional information.

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Project Manager: Tanya Cannady, CDM, CPA

Project Manager's Title: General Manager

Project Contact Email: tcannady@snldistrict.org

RFP #: 20-??

RFP Name: Management, Operation and Maintenance of Sun 'n Lake Golf Club and Island View Restaurant

Pre-Bid Meeting Date and Time: N/A

Advertising Dates: ??

Bid Opening Date: ??

Bid Opening Time: 2:00pm

Proposal Originals Needed: One (1)

Proposal Copies Needed: Eight (8)

RFAI Due Date: ??

Addendum Date: ??

Liquidated Damages Written and (#): N/A

Date: ??

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REQUEST FOR PROPOSALS

Sun 'n Lake of Sebring Improvement District
Tanya Cannady, General Manager
5306 Sun 'n Lake Blvd.
Sebring, FL 33872
e-mail: tcannady@snldistrict.org
Facsimile Number: 863-382-2988

RFP NO. 20-??
OPENING TIME: 2:00pm
OPENING DATE: ??

THIS IS NOT AN ORDER

YOU ARE INVITED TO PROPOSE ON THE FOLLOWING:

Sun 'n Lake of Sebring Improvement District

Management, Operation and Maintenance of Sun 'n Lake Golf Club and Island View Restaurant

SEE ATTACHED PROJECT DOCUMENTS

The complete set of proposal documents is available on the District web site at www.snldistrict.org or call 863-382-2196

Proposals must be received in the District Office before:

Time: 2:00pm Date: ??

State of Florida Tax Exemption Number is
85-8012528797C-8

Signed: Tanya Cannady , General Manager

Date: ??

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Items in bold are required to be returned with proposal submittal.

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LEGAL AD

REQUEST FOR PROPOSAL

Sun 'n Lake of Sebring Improvement District
Omar DeJesus, CPA, Finance Director
5306 Sun 'n Lake Blvd.
Sebring, FL 33872
e-mail: odejesus@snldistrict.org
Facsimile Number: 863-382-2988

RFP NO: 20-??

OPENING TIME: 2:00pm

OPENING DATE: ??

THIS IS NOT AN ORDER

YOU ARE INVITED TO PROPOSE ON THE FOLLOWING:

Sun 'n Lake of Sebring Improvement District

Management, Operation and Maintenance of Sun 'n Lake Golf Club and Island View Restaurant

RFP No. 20-??

The Sun 'n Lake of Sebring Improvement District hereby requests proposals from a well-qualified individual, or firm (hereafter, proposer), to enter into a management agreement for the management, operation, and maintenance of the Sun 'n Lake Golf Club ("Golf Club"), and Island View Restaurant. The District is requesting qualified proposers to provide golf course and pro shop operations, golf course maintenance, food, beverage, banquet services, facility maintenance and management services in accordance with the specifications and conditions in this Request for Proposal (hereafter, "RFP"). Specifications and Bid Documents can be found at www.snldistrict.org or by calling 863-382-2196.

Sealed proposals may be hand delivered or mailed to the District Office located at 5306 Sun 'n Lake Blvd, Sebring, FL 33872, RFP #20-??, Attention Tanya Cannady, General Manager by 2:00 pm on [DATE], 2020. Proposers must provide one original and eight (8) copies of their proposal.

The complete set of proposal documents are available on the District web site at www.snldistrict.org or call 863-382-2196

Proposals must be received in the District Office before:

Time: 2:00pm Date: ??

State of Florida Tax Exemption Number is
85-8012528797C-8

Signed: Tanya Cannady, General Manager
Date: ??

ADVERTISE ??

HIGHLANDS TODAY

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GENERAL CONDITIONS

PROPOSAL: To insure acceptance of the proposal, follow these instructions.

SEALED PROPOSALS: All Proposals must be submitted in a sealed package. The submitted proposal will contain One (1) original and Eight (8) marked copies. The face of the package will contain the date and time of the proposal opening and the proposal number. Proposals not submitted on the District's forms may be rejected. All proposals are subject to the conditions specified herein and on any attached sheets, specifications, special conditions or vendor notes. Any changes to the proposal document must be in ink and must be initialed.

PROPOSAL OPENING: Shall be on the date and at the time specified in the proposal documents. It is the proposer's responsibility to assure that their proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered shall be returned to the proposer unopened. Offers by telephone or facsimile cannot be accepted.

CONFLICT OF INTEREST: The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the District. Further, all proposers must disclose the name of any District employee who owns, directly or indirectly, any interest of ten percent (10%) or more of the proposer's firm or any of its branches. Gifts from proposers to Employee's or Employee's Families is strictly prohibited per Florida Statutes 112.313 and 112.3148.

AWARDS: As the best interest of the District may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers and to reject any proposals or waive any informality or technicality in proposals received. The District intends to select a proposal from the highest qualifying responsible bidder from this bid. Vendors who are awarded contracts are asked to extend the same pricing and conditions to other entities who may want to "piggy-back" on a District Bid or Request for Proposal.

DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the District General Manager shall be final and binding on both parties.

PROTEST: Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of any right to protest the terms, conditions, and specifications contained in the RFP, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, or to protest the decision or intended decision concerning a RFP contract award.

LEGAL REQUIREMENTS: Federal, State, County and local laws, ordinances, rules and regulations that in any manner effect the item(s) covered herein apply. Lack of knowledge by the proposer will in no way be cause for relief from responsibility.

LIABILITY: The vendor shall hold and save the District, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirement of the Purchase Orders, which may result from this proposal.

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

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

“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 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 public building or public work, may not submit bids 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

All vendors who submit a Bid or Request for Proposal to Sun 'n Lake of Sebring, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

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GENERAL SPECIFICATIONS

1. DESCRIPTION OF SERVICE

The Sun 'n Lake of Sebring Improvement District (hereafter "the District") is seeking proposals from a well-qualified individual, or firm (hereafter, proposer), to enter into a management agreement for the management, operation, and maintenance of the Sun 'n Lake Golf Club ("Golf Club") and Island View Lakefront Restaurant. The District is requesting qualified proposers to provide golf course and pro shop operations, golf course maintenance, food, beverage, banquet services, facility maintenance and management services in accordance with the specifications and conditions in this Request for Proposal (hereafter, "RFP").

The District provides a variety of services to the golfing community and residents via a public golf course and is seeking a proposer to provide management of pro shop operations, golf course maintenance, and Clubhouse, as well as food and beverage services. The District seeks a single entity, whether that be an individual, firm, or joint venture of individual firms who can demonstrate substantial experience in the operation, maintenance and management of a public access golf course, including all aspects of a clubhouse and quality food service operation. It is the District's objective to obtain the best financial arrangement for the course, while still providing a high standard of service to members and residents, as well as continue the quality maintenance and operational management currently carried out.

2. EFFECTIVENESS AND DURATION

The agreement(s) resulting from this solicitation is for the items and materials described in this proposal document.

3. REFERENCES

Proposers will complete and return, with the Proposal, a list of at least three (3) client/customer references including company name, address, contact person, telephone number and date you provided the equipment/services to the client. The List of References form provided in these documents should be used. If the Proposer already has a preprinted list of references, then indicate on the District's List of References form "See Attached List." Attach the preprinted list to the District's form and submit both with the Proposal.

4. REQUIRED DOCUMENTS

The following documents included in this Request for Proposal package are required to be submitted along with the Information Requested for this proposal:

- 4.1 Proposal Form
- 4.2 List of at least three (3) Contracts/projects
- 4.3 List of key personnel including experience and qualifications
- 4.4 Proof of Licenses and Certificate of Insurance
- 4.5 Non-Collusion Affidavit of Proposer
- 4.6 Conflict of Interest Statement
- 4.7 Disputes Disclosure Form

5. EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect. Such period shall not be less than 120 days from the proposal date.

6. RIGHT OF REJECTION BY THE DISTRICT

Notwithstanding other provisions of this RFP, the District reserves the right to award this contract to the supplying firm that best meets the requirements of the RFP, and not necessarily, to the lowest bidder. Further, the District reserves the right to reject any or all proposals prior to execution of the contract, with no penalty to the District.

7. CONTRACT NEGOTIATIONS

After review of the proposals, the District intends to enter into contract negotiations with the selected supplying firm. These negotiations could include all aspects of equipment, service, and fees. If a contract is not finalized in a reasonable period of time, the District will open negotiations with the next ranked firm.

8. AWARD OF CONTRACT

The proposer to whom a contract is awarded shall be required to enter into a written contract agreement with the District in a form approved by legal counsel for the District. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract. The District reserves the right to negotiate the terms and conditions of the contract with the selected proposer.

9. CONTRACT TERM

To be determined.

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10. QUESTIONS

All questions concerning this RFP shall be submitted in writing to the name and address below before [DATE], 2020. All responses to questions will be addressed in the form of an addendum issued after the question deadline to be posted with the RFP on the District web site www.snldistrict.org by [DATE], 2020

Tanya Cannady, CDM, CPA, General Manager
Sun 'n Lake of Sebring Improvement District
5306 Sun 'n Lake Blvd.
Sebring, FL 33872
Fax number: 863-382-2988 / E-mail: tcannady@snldistrict.org

Contact made with any other employee of, and/or elected officials of the District regarding this RFP will be grounds for the rejection of the contracting individual/firm submittal.

11. SUBMITTAL OF PROPOSAL

All firms submitting a proposal will need to submit One (1) marked original and Eight (8) copies of their documents in a sealed package. The left front of the package shall read:

Management, Operation and Maintenance of Sun 'n Lake Golf Club and Island View Restaurant

RFP # 20-??

Due Date: [DATE], 2020.– Time: 2:00pm

Company Name and Address

Documents will need to be mailed or hand delivered to:

Tanya Cannady, General Manager
Sun 'n Lake of Sebring Improvement District
5306 Sun 'n Lake Blvd.
Sebring, FL 33872

All documents will need to be delivered to, or received in the mail by the due date and time. Any document submitted or received after this date and time shall not be considered and will be returned to the sender unopened. The District takes no responsibility for late mail or late delivery service.

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SCOPE OF SERVICES

Management, Operation and Maintenance of Sun 'n Lake Golf Club and Island View Restaurant

1. Introduction

Sun 'n Lake of Sebring Improvement District (hereafter, "District") is pleased to offer an exceptional and exciting opportunity for a well-qualified entity (hereafter, "Proposer") to enter into a management agreement for the management, operation, and maintenance of the Sun 'n Lake Golf Club ("Golf Club"). The Golf Club includes the golf courses, pro shop, clubhouse and Island View Restaurant. The District is requesting qualified proposers to submit proposals to provide golf course and pro shop operations, golf course maintenance, food, beverage and banquet services, facility maintenance and management services in accordance with the specifications and conditions this Request for Proposal (hereafter, "RFP").

The District will receive proposals at:

Sun 'n Lake of Sebring Improvement District
Attn: Tanya Cannady
Sun 'n Lake Improvement District, General Manager
5306 Sun 'n Lake Boulevard,
Sebring, FL 33872

Written proposals must be received at this address no later than [DATE], 2020. For more information, please contact Tanya Cannady at the Sun 'n Lake of Sebring Improvement District Office at (863) 382-2196 or email: tcannady@snldistrict.org.

2. Background

The Golf Courses consist of two, eighteen hole championship golf courses: "Deer Run" and "Turtle Run". Deer Run is a par-72 golf course opened in two phases, the first 9-holes in 1990 and the 2nd 9-holes in 1999.

3. Facilities

The Golf Club's facilities and golf course include a full driving range, modern clubhouse with full service bar and grill, banquet facilities, three offices, maintenance facility, club and private cart storage buildings, fully stocked pro shop with PGA-certified golf pro on staff.

Golf Course

Deer Run features six sets of tees ranging from 5,083 yards to 7,027 yards and has become one of the finest 18-hole, par-72 courses in Highlands County. The practice facility includes a 15-stall driving range, short game area and practice putting green.

Turtle Run features four sets of tees ranging from 5,098 yards to 6,496 yards.

Clubhouse

The clubhouse opened in 2009 with features including a bar, banquet room that accommodates 160, full-service golf pro shop, restroom facilities and three offices. Clubhouse grounds include a banquet lawn for weddings and other special events. The clubhouse was renovated in 2019, expanding seating to 360 total capacity and kitchen was expanded to include banquet and a la carte areas.

Website:

Additional information about the District and the Golf Club is available on our websites at: <http://www.snldistrict.org> and <http://www.islandviewrestaurant.com>

4. Scope of Work

General Scope of Work

The services desired at the Golf Club for the District will include, but are not limited to operating and managing the golf course facilities, providing all golf course maintenance functions, marketing, golf instruction, and managing the food, beverage and banquet services. The Proposer's work will be performed under a management agreement, for a negotiated term tentatively commencing on or around [DATE], 2020.

The successful Proposer will operate under a management agreement with the District, and the proposal may include all services under one agreement. As an alternative, the Proposer may instead describe an arrangement whereby the food, beverage and banquet center operations are performed by a separate individual or firm, through a joint venture, lease or other contractual agreement with the Proposer. However, the District must approve any such agreement and the District will not be a party to the agreement to provide such food, beverage, and/or banquet functions. The successful Proposer will be the primary responsible party under an agreement with the District, and the golf operation will serve in the lead role.

The District's desired outcome is the seamless, delivery of golf operations, course maintenance, and facility management, and food, beverage and banquet services.

The selected Proposer must have staff with a demonstrated ability to work in harmony with each other, the golfing community, banquet and food service customers, District staff and administration and the general public to meet golf club goals and customer expectations. The Proposer must also have a qualified golf staff that stays current with golf industry practices and trends, implement current standards of turf maintenance, hold insect and pesticide applicators licenses, and are knowledgeable of environmental issues and mitigations specific to Central Florida. The selected Proposer must also provide qualified food and beverage staff who stay current on industry food preparation standards and trends.

The selected Proposer will work cooperatively with District staff in the development of the District's operating and capital budgets and shall prepare monthly updates of budget status, business performance, and future activity plans.

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Representatives of the selected Proposer shall meet at such times as may be required to meet with representatives of the District to review performance under the agreement, review monthly financial reports, and discuss overall management and operation, as well as marketing strategies of the Sun 'n Lake Golf Club.

The selected Proposer shall assign a representative to attend meetings with District staff and the District's Board of Supervisors, as necessary.

Specific Scope of Work

The following description is provided as a minimum guideline only. The operator shall be expected to work with the District to clarify and finalize a detailed scope of services, described within each of the following business units within the general budget approved by the District Board of Supervisors.

Golf Course Operation

As part of the operating expenses of the Golf Club, the successful Proposer shall procure all materials, labor, tools, equipment, furnishings, inventory, supplies and services required for the Proposer to manage all professional services for the golf course, driving range, practice areas, golf pro shop, cart storage and other areas of golf operations. It must ensure the availability and use of a sufficient number of trained personnel each day of the year that the golf course is open. Specific areas of professional services include, but are not limited to: processing tee time reservations and tee sheet management; clubhouse merchandising, on-course player assistance; provision and maintenance of golf car fleet; enforcement of golf course rules and regulations; facilitation of play during operating hours; tournament and outing promotion and reservations; golf instructional program; support for men's and women's clubs/leagues and youth programs; providing oversight and working cooperatively with the food and beverage staff; developing and implementing golf course and clubhouse marketing strategies; collecting and accounting for all fees received; appropriate cash handling and reporting. A qualified, experienced, full-time manager shall directly oversee and implement all golf facility operations. The Golf Club is open to the public on a daily, year-round basis. The successful operator will also be responsible for marketing and guest relations, promotions, staff training and special events.

Fees

Maximum green fees and membership fees are set by the District based on recommendations from the Operator. Fees are reviewed and set by the District Board of Supervisors annually.

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Golf Course and Facility Maintenance

As part of the operating expenses of the Golf Club, the successful Proposer shall procure all materials, labor, tools, equipment, licenses, supplies and services required to maintain the golf course property in a manner that promotes and supports operations of golf course maintenance standards and at established frequencies. It must ensure availability and use of sufficient number of trained personnel each day of the year that the golf course is open. Specific areas of care and maintenance include, but are not limited to: golf course tees, greens and collars; fairways; irrigated and non-irrigated rough; bunkers; water features; cart paths; bridges and crossings; practice areas; markers and tee signs; putting/shipping surfaces; fencing and turf; golf pro shop; driving range turf; hitting areas, and buildings; signage; storage areas; maintenance yard; cart storage; parking areas; and all restrooms including those on-course, within the maintenance facility, and in the clubhouse, as budgeted and approved by the District.

The operator will be responsible for all standard golf course maintenance activities, including greens mowing, fairway mowing, rough mowing, seasonal aeration and top dressing of greens, tees, and fairways, tree trimming and chipping, weed abatement, bunker cleaning, watering as appropriate on a regular basis, irrigation operation and repair, fertilization of turf, maintaining the turf areas at the driving range, pest control, maintenance of landscaping/horticulture adjacent to and around the clubhouse building, entryways and parking lot, plowing, course cleaning and repairing after major storms, maintenance of the golf facility, equipment and maintenance and repair, any and all necessary seasonal adjustments and responses to changes in weather, and other industry standard maintenance activities throughout the golf complex. The operator will have specific knowledge of the care and maintenance of greens repair.

Duties will also include implementing and managing an Integrated Golf Course Management Plan (for chemicals and pest management) and satisfying all environmental requirements related to the maintenance of a golf course and the adjacent open space lands and trails. A qualified, experienced, full-time "Class A" member of the Golf Course Superintendents Association of America (GCSAA) shall directly supervise all golf course maintenance. The operator will maintain all areas of the facility according to local, and state clean water, hazardous material and safety regulations.

Clubhouse and Food & Beverage Services

The successful Proposer shall operate the clubhouse and banquet center facilities using a sufficient number of trained personnel each day of the year that the golf course and the restaurant and bar & grill is open. The successful Proposer shall develop golf and food & beverage business, procure and maintain all materials, labor, supplies, services, furniture, food and beverage inventory, and kitchen and dining equipment and accessories required to provide a high quality food and beverage experience and to attract the maximum volume of business available.

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Specific areas of responsibility include, but are not limited to, managing all food preparation and service facilities; menu planning and development; providing high quality food and beverages; operating a restaurant facility; managing special events; providing on-site banquet catering services; coordinating tournament food and beverage services; operating on-course snack cart services developing and implementing marketing strategies; working cooperatively with the golf course staff; collecting and accounting for all revenues, cash handling and reporting; and maintaining the clubhouse interior, including all interior restrooms and lobby areas; provide setup and break down of chairs and tables for events held at the Community Center, clean tennis courts and pickleball courts daily and supply ice and water.

Taxes

Collection and payment of sales taxes, Clubhouse property taxes and tangible tax are the responsibility of the successful Proposer.

Utilities

The Proposer is responsible for the payment of all utilities for the Clubhouse and all functions.

Records and Audits

Proposer shall keep full, complete and proper books, records and accounts of the gross receipts both for cash and/or credit of each separate concession, division, and subsidiary activity at any time operated on the premises. Said books, records and accounts, including any sales tax reports that proposer may be required to furnish (including any concession, division or subsidiary activity) to any government or governmental agency are deemed a public record under Florida law including the requirements under Florida Statutes 119.0701.

Miscellaneous

1. Liquor License- the District maintains a liquor license. All alcoholic beverage services shall be provided pursuant to the District liquor license.

Indemnification Insurance

1. Indemnification- The successful Proposer agrees to indemnify and hold harmless the District, its Board of Supervisors, employees, officers, supervisors, agents and owners from any and all claims, actions, and/or suits (including attorneys' fees) arising directly or indirectly from any act or omission of its manager, its employees, officers or supervisors. Proposer and its managers shall similarly protect, indemnify and save harmless the District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of any action if Proposer, Proposer's employees, agents, officers or directors inclusive of Proposer's breach of any of its obligations under, or Proposer's default of, any provision of the contract.

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2. Insurance-During the term of this agreement, the Proposer agrees to maintain the types and in the amounts listed below:

- a. **Commercial General and Umbrella Liability Insurance**

Proposer shall maintain commercial general liability (CGL) to include wind, flood and hurricane, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, employment practices, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

- b. **Professional Liability Insurance**

Proposer shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each wrongful act arising out of the performance or failure to perform professional services.

- c. **Business Auto and Umbrella Liability Insurance**

If applicable, Proposer shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

- d. **Workers Compensation Insurance**

Proposer shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury or accident or \$1,000,000 each employee for bodily injury by disease.

- e. **General Insurance Provisions**

1. **Evidence of Insurance**

Prior beginning work, Proposer shall furnish District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set above.

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All certificates shall provide for 30 days written notice to District prior to cancellation or material change of any insurance referred to therein. Written notice to District shall be by certified mail, return receipt requested.

Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Proposer's obligation to maintain such insurance.

District shall have the right, but not the obligation, of prohibiting Proposer from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the District. Failure to maintain the required insurance may result in termination of this Contract at District's option.

Proposer shall provide certified copies of all insurance policies required above within 10 days of District's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If the proposer's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

f. Subcontractors

Proposer shall cause each subcontractor employed by the Proposer to purchase and maintain insurance of the type specified above. When requested by the District, Proposer shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

Employees

It is recommended that upon successful negotiation of a management agreement, the successful Proposer will consider the hiring of current Golf Club staff for continued employment with Proposer if applicable.

Lease/Service Agreements

TBD

Management Agreement & Proposed Incentives

The District envisions that the successful Proposer would provide these services in exchange for an annual management fee, in the form of a base management fee which shall be subject to the approval of the Board of Supervisors pursuant to the annual budgeting process.

The annual management fee will be paid in equal monthly installments unless otherwise agreed to by Proposer and the District in the contract negotiation phase. Any incentive payments will be paid within 120 days from the end of the fiscal year. Percentages and fixed amount for proposed incentives will be specified as part of the Proposer's submittal.

Management Agreement Term

A formal management agreement with specifications will be entered into between parties. The proposal, submitted along with the requirements included within this RFP, shall constitute the preliminary substance of the agreement between the District and the Proposer. A formal written agreement will be drawn and will not be binding on or in any force until approved by both parties. All agreement provisions not stated herein, will be drafted and included as necessary.

The terms and conditions of any option period shall be subject to the mutual agreement of the parties including District Board of Supervisors' approval of the specific additional term prior to its commencement. The initial term of the agreement is initially proposed to begin on or around [DATE], 2020. Renewal terms will be considered in the negotiations of the agreement with the successful proposer.

Confidential Information: The parties recognize and agree that the District is subject to the provisions of the Florida Public Records Law, as codified in Chapter 119, Florida Statutes. The District also recognizes that Proposer may assert that the one or more aspects of their proposal is a trade secret of Proposer, as defined under Fla. Stat. section 812.081.

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Any claim by Proposer that any portion of its proposal is confidential or a trade secret must be made in compliance with s. 812.081 and s. 815.045, Florida Statutes. If District receives a public records request for materials which Proposer has previously and specifically indicated in writing to District is a trade secret, then District agrees to notify Proposer of such public records request within twenty-four (24) hours, at which time Proposer may independently pursue a court order protecting the disclosure of such information. Proposer shall notify the District in writing of its initiation of court action to seek protection of the confidential information within three days of receipt of the District's notification. Proposer's failure to timely notify the District of its initiation of a court action to seek protection of the confidential information shall authorize the disclosure of the requested information and shall authorize the District to comply with the disclosure request within the District's discretion. If the Proposer timely notifies the District of its initiation of a court action to seek protection of the confidential information until the conclusion of the court action or directed to do so via court order. In any court action indicated under this section, Proposer will name the party requesting the materials as a defendant and will not name the District as a party to the action. Proposer agrees to indemnify and hold the District harmless from any award to a plaintiff for damages, costs, or attorney's fees based on nondisclosure of information asserted to be confidential and exempt.

Compliance with Applicable Laws

In the Management Agreement, "Applicable Law" and "Applicable Laws" mean all present and future state, federal, and municipal laws, ordinances, regulations, orders, rules, official opinions and interpretations, and requirements, that apply to the Management Agreement and operation of the Facilities. The Management Agreement shall require compliance with all Applicable Laws, including but not limited to:

- All federal, state, and local licenses, approvals, certificates and permits required for operation of the Facilities.
- The tax requirements of all governmental authorities having jurisdiction over the Entities subject to the Management Agreement.

Capital Improvements

All interested parties should understand that capital improvements may be required over the life of the agreement to keep the course and facilities in top condition. It is expected that the Proposer shall recommend all such improvements and such expense will be an expense of the District. All improvements must be pre-approved by the District and Board of Supervisors approval may be required. Proposer will be required to submit an annual capital improvement plan as part of the budget process and all capital improvements are subject to the budgeting process.

Golf Course Operating and Maintenance Equipment

All existing on-site operating equipment including restaurant, software, pro shop inventory, and maintenance equipment shall be provided by the District in “as is” condition. This shall also include the existing furniture, fixtures and equipment used for the clubhouse and office operations. If any additional equipment is deemed necessary by the Proposer, proposer shall recommend such. All maintenance, repair, and upgrading/updating services for existing equipment and future equipment replacement or other equipment needs shall be provided by the Proposer at the expense of the District as set forth in the adopted Annual Operating Budget. Upon entering into an agreement with the Proposer, the completion of a joint inventory of equipment and assets will occur.

Utilities and Equipment

Successful Proposer is responsible for ensuring the payment of all utilities of the Sun ‘n Lake Golf Club and is responsible for the repair costs of all equipment upon the start date of the management agreement. Supply and material costs are considered an operating expense as set forth in the adopted budget.

Safety Guidelines

In accordance with the management agreement, the successful Proposer is required to develop and implement effective safety protocols subject to review by the District in accordance with safety guidelines recommended by the District’s risk management provider. Firms must demonstrate a Safety and Risk program specific to Florida with dedicated personnel to ensure compliance.

5. Pre-Bid Meeting and Facility Tour

TBD

6. Reservations and Rights

Reservations

Additional Information regarding RFP submittal, content, processes and procedures is listed below.

- This RFP does not obligate the District to contract for management and operation of the Golf Club, either now or in the future.
- Documents submitted in response to the RFP are subject to public disclosure as permitted by the State of Florida public record laws. Specifically, all proposals received in response to this RFP shall become the exclusive property of the District.

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- The District reserves the right to reject any and all proposals, whether or not minimum qualifications are met, and to modify, postpone, extend, or cancel this Request for Proposal, in whole or in part, or decide to award a contract to perform only some of the services outlined in this Request for Proposal, without liability, obligation, or commitment to any party, firm or organization.
- The District reserves the right to request and obtain additional information from the proposer, investigate the qualifications, character, financial status and record of the proposer, and to determine the sufficiency or experience and qualifications of all proposers and to select the Proposer with which it desires to negotiate the final scope of services.
- The District is not liable for any costs incurred by the Proposers prior to issuance of an agreement. Costs of developing the proposals, oral presentations or any other such expenses incurred by the contractor in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the District. No materials or labor will be furnished by the District.
- Only the Board of Supervisors can legally approve the District to a management agreement for the management and operation of the Golf Club.
- There will be no private or unilateral consultations prior to the stated deadline for the District's receipt of proposals. Any clarifications or requests for information must be received by the close of the pre-proposal meeting scheduled for [DATE], 2020. The District, in its sole discretion, may respond to relevant requests for information or clarification of the RFP by proposers. If the District elects to respond to such a request for information or clarification to the RFP, it will do so in writing, and such response from the District will be distributed to all potential Proposers who attend the mandatory pre-proposal meeting. At its sole discretion, however, the District may respond verbally to questions, requests for information and requests for clarification at the mandatory pre-proposal meeting.
- Proposers must independently evaluate the information in this RFP and any conflicts, errors, ambiguities or discrepancies that a proposer has discovered in the RFP or between referenced documents should be communicated to the District promptly no later than [DATE], 2020.
- The District has used its best efforts to ensure the accuracy of the information as set forth in the RFP and its referenced exhibits. However, the District makes no guarantee of data accuracy and shall not be liable for any inaccuracies contained therein.
- The District reserves the right to waive or permit cure of minor informalities and/or insignificant mistakes such as matters of form rather than substance and to conduct discussions and negotiations with any qualified respondent in any manner deemed necessary by the District to serve its best interests.

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The District also reserves the right, based on its sole judgement and discretion, to award a contract based upon the written proposals it receives without conducting discussions, interviews or negotiations.

- If, in the opinion of the District, a proposal contains false or misleading statements or references, it may be rejected.
- The District reserves the right to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in rejection of the proposal.
- The Proposer may withdraw their proposal at any time prior to the date and time which is set forth herein as the deadline for acceptance of proposals, upon written request for same to the District.
- All communications between the District and the Proposer shall be through the Sun 'n Lake of Sebring Improvement District's Administrative Office with the following address and contact:

Sun 'n Lake of Sebring Improvement District
Tanya Cannady, General Manager
5306 Sun 'n Lake Boulevard,
Sebring, FL 33872
Telephone: (863) 382-2196
Facsimile: (863) 382-2988
Email: tcannady@snldistrict.org

At the District's sole discretion, communications by the Proposer with members of the District staff or Board of Supervisors for the purpose of unfairly influencing the outcome of this RFP process may because for the Proposer's proposal to be rejected and disqualified from further consideration.

- The District reserves the right, without qualification, to select a Proposer for further discussions based solely on the content of the RFPs and relevant information obtained from others concerning the proposer's respective records of past performance.
- Elaborate brochures, sales, literature, and other presentations beyond that which is sufficient to present a complete and effective proposal are not desired.
- The proposal shall not be made contingent upon uncertain events or engineering, which shall not have occurred until after the RFP is completed.

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- In the event that it becomes necessary to revise any part of this RFP due to inquiries raised, an email notifying an addendum, supplement or amendment to this RFP will be provided to proposers who attended the [DATE], 2020 meeting. Changes to the RFP shall be accomplished by an amended page or pages.
- The Proposer agrees that any proposal submitted to this RFP will remain current and valid for a period of not less than 180 calendar days from the proposal deadline.

Grounds for Disqualification

Although not intended to be an exhaustive list of causes for disqualification, anyone or more of the following may be considered sufficient for the disqualification of a proposer and the rejection of a proposal, in the sole discretion of the District:

- Failure to comply with these instructions, and the other specific provisions of the RFP.
- Evidence of collusion among Proposers except for proposed Joint Ventures or other mutual submission which shall be considered as a single Proposer.
- Evidence of any real or apparent conflict of interest that is disclosed in the proposal or any other data available to the District.
- Lack of business skills or financial resources necessary to fulfill the obligations of any resulting agreement, as revealed by either financial statements or other data.
- Lack of responsibility as shown by past work, references, or other factor, or failure to faithfully perform any previous agreement with the District.
- Submission of a proposal that is incomplete, conditional, ambiguous, obscure, which contains alterations not called for, or irregularities of any kind.

7. Minimum Qualifications

To be deemed qualified for consideration to be awarded a management agreement, a Proposer must:

- Possess the necessary financial resources to fulfill the obligations of the Agreement.
- Possess a competent record of employment or history of contract service in the maintenance of a minimum of three (3) residential golf communities, and one or more local government owned golf courses or similar facilities as verified and supported by references, letters and other necessary evidence from all employers and/or public agencies.
- Have a minimum of five (5) years of direct golf course and golf food and beverage operations and facility maintenance experience at a comparable golf facility within the last ten years performing similar functions under a full service management agreement including:

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- Green and golf cart fee revenue management
- Overall facility management, including course and building maintenance
- Guest relations, pro shop operations and merchandise procurement
- Practice area/golf learning center management, including oversight of teaching professionals
- Food and beverage operations
- Familiarity with implementation of a golf course capital improvement plan and program
- Tournament and outing management
- Marketing, sales, promotions and pricing

8. Proposal Content

The Proposer must submit a proposal with the following information, items (1) through (15) or the proposal may be considered unresponsive at the sole discretion of the District:

Proposal Content Outline

(Each requirement is explained in detail below)

1. Transmittal Letter
2. Executive Summary
3. Qualifications and Responsibilities of Key Personnel
4. Proposer's Qualifications and Capabilities
5. Proposer's Philosophy
6. Description of Proposed Services
7. Experience with Capital Improvements
8. Description of Customer Service Approach
9. Marketing Plan
10. Non-Compete Requirement
11. Financial References
12. Financial Statements

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13. Administrative and Operational Support Capabilities

14. Proposed Terms and Conditions

15. Pro Forma

(1) **Transmittal Letter**

The letter will express the respondent's interest in management and operation of the golf course, maintenance, and food service at the Golf Club. The Proposal will include the name, address, telephone number, website, and e-mail address for the respondent's primary contact with the District during the review and selection process.

A legal representative of the Proposer, authorized to bind the proposer in contractual matters, must sign the transmittal letter and have the signature notarized. Depending on the Proposer's organizational structure, the following procedures shall be followed:

Proposer Transmittal Letter Process

Partnership An authorized general partner shall sign letter with the partnership name and the full name and address of each general partner shall be given.

Joint Venture Signed with the full name and address of each member thereof.

Corporation Signed by the president and secretary in the corporate name and the corporate seal (if available) shall be affixed.

(2) **Executive Summary**

The proposal will include a concise (no more than four (4) pages) synopsis of the proposal and its benefits to the District in general, and the Golf Club, specifically. Specific points the Proposer may want to highlight include the Proposer's understanding of, and vision for, the Clubhouse, Golf Courses and Restaurant, the Proposer's qualifications and experience, and a description of the Proposer's capabilities that pertain to this RFP and that distinguish the Proposer from other potential respondents. The summary may also describe the anticipated organizational structure at the Golf Club and the reporting relationships within the organization (particularly between the golf and the food/beverage/banquet side) and the overall reporting relationship with the District.

(3) Executive Summary

The proposal will include a description of the Proposer's key personnel, as follows:

➤ *Firm Overview*

A brief overview of the firm, including the names and roles of all the officers of the responding firm, any knowledge of the Golf Club and experience and ability in working with public entities.

➤ *On-Site Team*

An overview and organizational structure of the on-site management team, resumes of individuals who will work at the Golf Club (if known at this time) and how the project team will report to the District. Should include information about each individual's relevant background, qualifications and experience conducting similar golf course management. If staff are not known at this time, the proposal shall provide a job description and statement of skills that will be applied to the recruitment of these positions, and a recruitment plan that also describes the involvement (if any) of the District in the process.

➤ *Staffing Plan*

A staffing plan for the specific areas of responsibility at the Golf Club, including golf course maintenance, golf course and driving range operations, clubhouse and banquet services, and facility management.

The staffing plan shall include specific proposed staffing levels in different seasons of the year, and different days of the week. The staffing plan shall also include a summary overview of the qualifications for the individuals responsible for delivery of services at the Golf Club.

(4) Proposer's Qualifications and Capabilities

A description of the Proposer qualifications shall include, but is not limited to, experience and references of similar work performed in the last five (5) years. Proposer shall provide a total of five (5) references- three (3) references for similar residential golf course facility contracts managed within the last five (5) years and a minimum of two (2) for government owned golf courses, ideally from other public jurisdictions by the personnel proposed for this contract. References should identify the organization, nature and date of the contract, and the name, title, telephone number, website, and e-mail address of the contact person for each reference.

The Proposer's experience shall be evidenced by demonstrating exceptional performance within contracts of similar size and scope. The proposal shall include a description of the proposer's specific experience as follows:

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- A listing of all golf course and/or food and beverage operations managed by the respondent within the last five (5) years (with the name, address, phone number, website and primary responsible contact at each course), an overview of the management responsibilities, and specifically whether the work involved golf operations, maintenance, food and beverage, or a combination of the three;
- Names and contact information for all facilities, method of operation (e.g., management contract, lease, etc.), annual gross revenues for golf operations and food and beverage operations at each facility, dates of contract, compensation structure and payments received, dates of actual operation and reasons for contract termination, if applicable;
- Experience managing clubhouse and banquet centers and operating food and beverage services at a municipal or public golf course;
- Specific examples of successful approaches used by the Proposer within each of the business units to effectively deliver exceptional service to enhance the overall experience and improve customer service, while also effectively managing costs and building revenue. These examples shall include the demonstrated results of these approaches over time;
- Specific examples of successful approaches used by the Proposer to develop positive and collaborative relationships with the municipality or other ownership entity, the food and beverage operator (if not under the respondent's supervision), the golfing community, and the neighbors, and systems used to increase golf play, golf -related food and beverage operations, and event bookings, including creative marketing strategies, and the demonstrated results over time;
- Programs for ongoing education and training of the Proposer's golf operations and maintenance staff and the food and beverage staff, and the demonstrated results over time.
- A description of why the Proposer's qualifications and capabilities are the best fit for the District.
- List of all contracts lost or not renewed in the past five years. Include explanation as to why the contract was terminated if desired.

(5) Proposer's Philosophy

The proposal shall also include a general narrative description of the Proposer's overall philosophy, operating principles, and approach to the operation of golf facilities, and specifically, the vision for, and approach to, operating the Golf Club.

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(6) Proposer's Philosophy

The proposal shall include a full description of the nature, methods and processes that will be used by the Proposer to achieve the level of services, described in the Scope of Work, and specifically within each of the business units as follows:

The proposal shall describe an implementation plan for each of these business units that details activities for the planning period up to the [DATE], 2020 contract commencement date, the first three (3) months of operation and the remaining quarterly intervals of the first twelve (12) months of operation. The plan shall include specific milestones the Proposer expects to reach within all of these intervals and the anticipated results when each of these targets are met.

Golf Operations

The proposal shall include a detailed service plan that describes the nature of all services to be provided within the golf operations (including the pro shop, practice area/learning center, lessons, golf car rental and other aspects of the golf business unit). In addition, the proposal shall include a general description of pro shop inventory, such as brand name and the Golf Club logo merchandise and hard goods, as well as any proprietary teaching and lesson technical equipment. The assigned staff for golf operations shall at all times include at least one member of the PGA of America and/or LPGA. In the event this individual(s) is not a "Class A" member of either organization, the management company shall assign a "Class A" PGA Professional from another location to provide advice and support as needed.

Golf and Facility Maintenance

The proposal shall include a detailed description of full range of maintenance services and programs that will specifically include a description of any seasonal activities that will be completed. The proposal shall describe how turf and planted areas including golf course and practice areas will receive the routine maintenance necessary to maintain the areas in a healthy and safe manner. The proposal shall also explain the frequency that the maintenance activities will be completed. The Proposer is encouraged to provide independent input in preparing the maintenance proposal for the course and may seek to incorporate industry-standard approaches to maintenance, including but not limited to United States Golf Association (USGA) and Golf Course Superintendents Association of America (GCSAA) turf management information.

Specific areas of this section of the proposal shall describe preventative maintenance practices, how utility obligations will be met, and the anticipated timeline for making all necessary repairs, and the planned coordination with District staff on facility upkeep issues.

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Clubhouse and Banquet Service

The proposal shall specifically include a description of the full range of services to be provided at the restaurant facility, the on-course snack cart, banquets, and all other aspects of the food, beverage and banquet operations. The proposal shall describe the organizational structure for clubhouse and on-course services, staffing levels for the restaurant, on-course service, and banquets, sample menus, and sales and marketing plans.

(7) Experience with Capital Improvements

The proposal should identify past experiences (including the specific roles played by the Proposer) regarding golf course upgrades, construction, and clubhouse capital improvements. The proposal shall identify key personnel that may be available during capital construction activities at the Golf Club and these individuals' past experience in capital improvements should be detailed. The proposal may also identify any physical changes to the Golf Club facility the proposer believes need to be considered by the District.

The Proposer will provide a recommended capital improvement plan on an annual basis with the amount of capital improvements recommended for the District to fund.

(8) Description of Customer Service Approach

The proposal shall include the Proposer's approach to quality guest services, including the Proposer's service philosophy, the specific methods used by the Proposer to accomplish it, and the expected results over time. The proposal shall also include specific guest service plans for each of the business units of the Golf Club.

The proposal shall also include a description of how guest services will be evaluated and how complaints will be resolved, including:

- Evaluation tools to assess the satisfaction of all guests;
- The amount of time a complaint resolution will typically take and steps the proposer will take to resolve the complaint and to prevent similar issues in the future.

(9) Marketing Plan

The proposal shall describe the Proposer's specific experience in marketing and promoting golf course and banquet centers and a description of the Proposer's demonstrated effectiveness in identifying targeted market segments and capturing a percentage of such segments in existing golf and banquet center markets. Specific examples such as customer retention, increase in membership and loyalty programs shall also be identified.

The proposal shall also describe business development strategies to maximize the capacity of the Golf Club's facilities, including but not limited to, strategies for promotion of overall play at the golf course, tournaments, weddings and special events, merchandising, food service, instruction facilities, and growing the game of golf through youth programs.

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The proposal shall describe a conceptual marketing plan that begins on or before the [DATE], 2020 contract commencement date and include the specific activities during the first three (3) months of operation and the remaining quarterly intervals of the first twelve (12) months of operation. The plan shall include specific milestones the proposer expects to reach within all of these intervals and the anticipated results when each of these targets are met.

The proposal shall include a description of proposed community outreach efforts that involve customers, user groups, the neighbors and various other stakeholders. The Proposer shall also describe past successful outreach efforts, particularly those efforts that took place following a transition from another operator. Specifically, the Proposer shall demonstrate through examples, references, etc., a history of positive and effective approaches to public communications and community involvement; and demonstrate a history of effective relationships and communications with golf club members and other customers, community groups, and local government officials.

(10) Non-Compete Clause

District shall require the successful Proposer to sign a non-compete agreement not to own or operate any other golf operation in Highlands County, Florida.

(11) Financial References

The proposal will include a minimum of two (2) financial references giving the name, address, telephone numbers and e-mail address of each reference. At least one (1) of the references must be a bank or savings and loan institution and the type of relationship shall also be indicated, for example: checking accounts, savings accounts, and real estate or construction loans. The proposal shall include a history of litigation involving the Proposer and in particular any litigation between the Proposer and the owner of any other facility managed by the proposer.

(12) Financial Statements

The proposal will include a full and detailed presentation of the true condition, as of December 31, 2019, or the most recent fiscal year-end, of the Proposer's assets, liabilities and net worth. The report must include a balance sheet and income statement. If the Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture partner/s thereof. A financial statement for the Proposer's parent corporation shall also be provided, if the Proposer is owned by a parent corporation. The proposal will include financial statements for 2019 and 2019, as prepared by a certified public accountant.

(13) Administrative and Operational Support Capabilities, Procedures and

Systems

The proposal will include a description of the types and level of support to be provided by off-site administrative resources, if applicable. Proposer shall provide the District an Organizational Chart indicating support services provided by the Proposer for services other than those on-site.

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Such support may include accounting and finance, personnel/labor relations, purchasing, safety, and overall management and operations support. The Proposer may be requested to provide copies of relevant documents (such as safety manuals, employee handbooks and operational memoranda) to the District for further analysis or reference. The proposal shall also describe all management information systems that proposer plans to use to support golf operations, golf course maintenance, and the food, beverage and banquet services, including any technical support that the proposer's systems may require from the District.

(14) Proposed Terms and Conditions

The proposal shall identify a preferred agreement term length, the preferred compensation structure under a proposed management agreement, and the specific relationship between the golf and food and banquet operations. Specifically, if the Proposer is interested in establishing an arrangement whereby the food and banquet business unit operates under a license agreement or any other type of agreement with the golf operation, the Proposer shall describe how the structure serves the best interests of the proposer and the District.

(15) Pro Forma

The proposal shall include three (3) year pro forma based on philosophy that identifies:

- Projected annual cash flow, gross revenues, from all sources within each business unit (green fees, golf cars, driving range, lessons, merchandise and all food and beverage and banquet business); and
- Anticipated operating, general and administrative expenses;
- Cost per hole for operation and maintenance of the golf course

The pro forma shall include a projected golf course and clubhouse facility maintenance schedule and an estimated annual maintenance budget, as well as an estimated annual budget associated with operating the golf course and banquet services. To assist in this regard, two years of audited financial statements are attached.

9. Proposal Structure

An original and eight copies of the proposal must be submitted. Responses must be received by 2:00 p.m. [DATE], 2020 to the address provided below. Faxed copies and e-mails of proposals will not be accepted.

This RFP does not commit the District to pay any costs of proposers in development of their proposal; all costs related to the development and preparation of the proposal is the responsibility of the proposer.

Proposals received after the deadline may not be considered. E-mail submissions shall not be accepted.

Written proposals should be delivered to:

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In Person

Sun 'n Lake of Sebring Improvement District

Administration Office

Tanya Cannady, General Manager

5306 Sun 'n Lake Boulevard

Sebring, FL 33872

Telephone: (863) 382-2196

Facsimile: (863) 382-2988

Business Hours: Monday-Friday

8:00 a.m. to 4:30 p.m.

By U.S. Mail, FedEx or UPS

Sun 'n Lake of Sebring Improvement District

Administration Office

Attn: Tanya Cannady, General Manager

5306 Sun 'n Lake Boulevard

Sebring, FL 33872

All questions relating to interpretation of the RFP subsequent to the [DATE], 2020 mandatory pre-proposal meeting must be submitted in writing (via mail, e-mail or fax) to the Sun 'n Lake of Sebring Improvement District Administration Office. An addendum will be issued no later than [DATE], 2020 to all recorded holders of the RFP if a substantive clarification is in order.

10. Selection Process

The District reserves the right to act as the solo judge of the content of all responses. In soliciting the proposal, it is the intent of the District to seek and identify the best possible combination of qualifications, understanding of the District's vision, ability to perform, and financial performance and capital improvement plan implementation.

Subject to the District's right to reject any and all proposals, the final scope and services to be provided will be negotiated with the highest rated Proposer after completion of the selection process. If it is not possible to negotiate a satisfactory agreement with the highest rated Proposer, that Proposer will be dismissed and negotiations will commence with the candidate with the next highest score, and so on, until an agreement can be reached.

Receipt and evaluation of proposals or the cancellation of interviews do not obligate the District to award a contract. If the District elects to award a contract, the contract will be award to what the District believes to be the most qualified Proposer whose proposal has the best possible combination of qualifications and ability to meet the District's long-term vision for the Golf Club.

*Tentative Timeline for Selection**

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The District reserves the right to make adjustments to the above noted schedule as necessary.

All proposals received by the deadline will be evaluated on experience and the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for further evaluation.

The District may designate an evaluation committee to review, compare and analyze all proposals. A short list of the most qualified Proposers shall be selected by the District for oral interviews. A Proposer who submits a fully responsive proposal determined to represent the best qualifications and experience, demonstrated competence, and response to the specific elements identified in the RFP may be selected as a finalist and may be invited to an interview with a District-appointed interview panel to continue further in the selection process. The District reserves the right to increase or decrease the number of Proposers on the interview list depending on whether the proposers have a reasonable chance of being awarded an agreement.

11. EVALUATION CRITERIA

An interview panel will be designated by the District to conduct interviews and make recommendations. Following reference checks and all reasonable due diligence on the part of the District, a preferred proposer will be identified.

The District will evaluate the overall quality and responsiveness of the proposal using but not limited to the following criteria, which are listed in no particular order:

- Completeness, overall organization, and clarity of the response; 15%
- Relevant qualifications and experience of the respondent and specific team members (particularly the proposed on-site manager) in public golf facility management; 15%
- Direct experience and demonstrated results in golf facility management, food and beverage operations, pro shop, marketing, customer service and golf course maintenance; 15%
- Evidence of financial stability and ability to provide the services required; 10%
- Demonstrated combination of term, management fee, and incentive (with regard to the proposed management agreement), that provides optimal benefits for both the District and the selected proposer; 20%
- Pro forma budget and other financial considerations; 25%

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For the purposes of evaluating the proposals, the evaluation committee may seek outside expertise, including but not limited to input from technical advisors, to assist in evaluating proposals. As part of the proposal review and evaluation process, the District may make visits to facilities currently operated by the proposer. Recommendation of the selected proposer will be based on comparative, as opposed to competitive, analysis of the proposals received. Although the proposer's financial projection will be one consideration, the primary consideration will be based on the overall quality and responsiveness to this proposal.

Ultimately, if a recommendation of a successful proposer is made, the selected proposer will be required to enter into a management agreement with the District.

END OF EVALUATION CRITERIA

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EXHIBIT A- List of Leased Equipment

EXIBIT B- Location Map

EXHIBIT C- Equipment Listing

EXHIBIT D- Past Two (2) Years Audited Fiscal Financial Statements