

## **NOTICE OF REQUEST FOR PROPOSALS**

**Lease of restaurant, bar & upstairs event facility at The Club at Hidden Creek Golf Course in Navarre, FL**

**RFP No. 070618 -Revised      By Holley-Navarre Water System, Inc. (HNWS)**

Dated this 15th day of January 2019

Publication Dates: January 18th 2019

**SEALED PROPOSALS** will be accepted by the Holley-Navarre Water System, Inc., until 4:00 P.M., February 15<sup>th</sup>, 2019, for:

### **RESTAURANT LEASE LOCATED AT 3070 PGA Blvd., Navarre FL 32566**

Proposal documents may be obtained in the office of Holley-Navarre Water System, Inc., at 8574 Turkey Bluff Road, Navarre, FL 32566. A pre-proposal inspection of the facilities is available. Please contact Cindy Callen at (850) 939-4604 or by email at [CCallen@theclubathiddencreek.com](mailto:CCallen@theclubathiddencreek.com) to schedule an appointment.

HNWS reserves the right to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted and to award the contract according to the proposal which best serves the interests of HNWS Membership.

### **INTRODUCTION AND BACKGROUND**

The Club at Hidden Creek and HNWS is pleased to announce an exciting opportunity for a qualified individual or business entity to submit a proposal to lease the restaurant, bar and upstairs event facility located at 3070 PGA Blvd., Navarre, FL 32566.

### **NATURE OF SERVICES REQUIRED**

HNWS seeks proposals from an individual or company, hereafter referred to as "Proposer" or "Operator/Lessee", to lease and operate a restaurant at 3070 PGA Blvd., Navarre FL 32566. The Proposer supplying this service must be experienced in the restaurant industry and be able to operate an effective, healthy, and safe restaurant operation which complies with all applicable local, county, state and federal policies, procedures, rules, regulations, codes and laws. The Proposer must be able to obtain all pertinent kitchen, restaurant and facility operational permits and licenses and pay all associated local, county, state, and federal fees, registrations and taxes. The Proposer will be fully insurable to HNWS established levels of coverage, name HNWS as policy co-insured, and keep in effect all required coverages during the term of the agreement for services; if chosen as the successful lessee.

Additional Requirements & Responsibilities of Proposer:

- Proven track record in the hospitality industry including restaurant management/ownership, event planning and catering.
- Upkeep of all kitchen equipment, appliances, service equipment, pots, pans, dishes, glasses, silverware, etc. and replacement or repair if necessary.
- Point of Sale system that is capable of providing monthly reports on sales, revenue, etc.
- Secure and maintain liquor license.



- Operate in a legal, ethical and professional manner at all times.
- All marketing, advertising and promotional costs related to restaurant/bar/catering operations including any signage related to a name change of restaurant, if desired. Any changes must have prior approval of HNWS Board.
- Work closely with Hidden Creek GM/Golf Pro to coordinate potential catering opportunities for golf tournaments including the use of the dining room, at a reasonable rate, to conduct tournament scoring/post event meals, etc.
- Will not undercut prices of beverages or food sold by the Club at Hidden Creek.
- Assume all existing event contracts and fulfill as written.
- Provide quality food service to the public, golfers and Members of Hidden Creek.
- Respond to complaints quickly and professionally.
- Attend monthly HNWS Board Meetings, provide monthly revenue reports and updates on operation.
- Responsible for cleaning all leased areas including the entry area, covered pavilion and patio areas, upstairs bathrooms and providing all paper products for same.

#### Responsibilities of HNWS:

- All building maintenance (except cleaning of bar, restaurant, bathrooms and kitchen) including heating/ac system, walk-in coolers and freezers, exterior, roof and all of downstairs of main building and all external buildings and the parking lot and grounds.
- Allow restaurant/bar/catering to operate under Hidden Creek liquor license for up to 90 days, until Lessee acquires own license. However, the lessee shall hold HNWS and the Club at Hidden Creek harmless from any negligence on the part of lease up and until such time they secure their own liquor license.
- Limited use of the Creekside Southern Grill logo and brand including name, logo, web URL, social media accounts, etc. if desired by Proposer.
- Hidden Creek will maintain their food and liquor sales in their "Turn" snack bar, pro shop and for golf tournaments and may, at their discretion, bring in outside caterers for events.

#### Description of Facilities

The lease space is part of the Club house building. The floor plan includes: large dining room, 2 smaller dining rooms, bar area, outside covered pavilion and outside uncovered patio area, a commercial kitchen and food prep area (including exhaust hood with fire suppression system, refrigerators, freezers, ice machine, grill and deep fryers), beverage area and coffee bars, all tables, chairs, plates, glasses, silverware for food service, additional tables for events with a portable dance floor and other miscellaneous service items plus a storage room, office and two restrooms.

#### Improvement and Signage

Any improvements or signage must comply with Hidden Creek standards and be approved by Hidden Creek Management and the HNWS Board of Directors.

#### Rent

Lessee shall be responsible to pay for all monthly electric, cooking gas, water/sewer and trash expenses for restaurant/bar/kitchen area. Lessee will pay a minimum monthly lease payment of \$1400 per month. Checks made payable to The Club at Hidden Creek and due by the 5<sup>th</sup> day of each month.



## Taxes

The Operator/Lessee shall be responsible for all taxes and/or assessments levied by any governmental agency, including any possessory interest tax obligations which may arise as a result of this lease agreement.

## **MINIMUM QUALIFICATIONS**

To be eligible for consideration, Proposer shall have engaged in the restaurant or catering business for at least five years. The Proposer shall demonstrate financial responsibility and sufficient resources to finance, develop and operate the restaurant.

## **TERM OF AGREEMENT**

The agreement shall be for a period of 3 years with an option to request an extension of the term for additional periods of 2 years. The successful Proposer should be prepared to begin services immediately.

## **PROPOSAL SUBMISSION PROCEDURES**

Proposer shall submit one (1) original and three (3) copies of the Proposal, enclosed in an envelope, which shall be sealed and addressed to the CEO of the Holley-Navarre Water System, Inc., Navarre, FL 32566. The envelope should be clearly labeled with the proposal title and name of Individual or firm submitting the proposal. The Holley-Navarre Water System will accept submissions no later than 4:00 P.M., CST, February 15<sup>th</sup>, 2019. Proposals received after the specified time and date will NOT be considered. The HNWS will not be responsible for failure of the United States Post Office, private courier or any other delivery service to deliver a proposal to the appointed place at the specified time.

Proposers are requested to organize their proposal into sections corresponding to the following selection criteria. A screening committee will evaluate the completeness of the response to the RFP.

1. Cover letter
2. Organization background and experience
3. Financial qualifications
4. Services proposal: menu, meal selection, hours of operation, etc.

## **GENERAL TERMS AND CONDITIONS**

### **A. Important Notice**

Each individual or firm submitting a proposal must provide all of the information required under the terms and conditions of this RFP.

The HNWS reserves the right to:

1. Modify or otherwise vary the terms and conditions of this RFP at any time, including but not limited to, deadlines for submission, schedules and proposal requirements.
2. Waive irregularities in the proposals.
3. Reject or refuse any or all proposals, or to cancel and withdraw this RFP at any time.
4. Negotiate with any or all proposers in order to obtain terms most beneficial to the members of HNWS.



5. Accept the proposal, which in HNWS sole and absolute discretion, best serves the interests of the members

The HNWS will not be responsible for oral interpretations given by any employee, representative, or others. Proposers are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the RFP document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP, HNWS will attempt to notify all prospective proposers who have secured same. However, it will be the responsibility of each proposer, prior to submitting their proposal,

## **B. Legal Responsibilities**

By submitting a proposal, Proposer certifies that he or she will comply with all Federal laws and requirements, including, but not limited to Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection and other laws and regulations applicable to contracts.

## **C. Permits and Licenses**

Business License Certificate

*Operator/Lessee shall be required to possess, at his/her own expense, Permits*

Operator/Lessee shall be required to obtain and maintain at his/her own expense, any and all permits, licenses and certifications issued by any federal, state or local governmental agency, pertaining to, and necessary for providing the services required in this RFP.

## **D. Insurance**

Prior to the commencement of restaurant operations, the successful Proposer will be responsible for acquiring and maintaining the appropriate insurance coverage against all claims which may arise from or in connection with the performance of the work or the execution of this contract by the Operator/Lessee, its agents, representatives, employees, subcontractors, or customers, as required by the lease.

### Additional Insured

The General Liability is to contain or be endorsed to name HNWS, The Club at Hidden Creek, its officers, appointed and elected officials, agents and employees as Additional Insured as respects the liability arising out of the activities performed in connection with this contract. The coverage shall (a) be primary with respect to any insurance or self-insurance programs maintained.

HNWS and the Club at Hidden Creek; (b) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; and (c) contain Standard Cross-liability provisions. Such additional insured endorsements maintained by the Operator/Lessee and its subcontractors shall not be required to provide coverage for HNWS and the Club at Hidden Creek for the active negligence of HNWS and the Club at Hidden Creek. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to HNWS by the successful proposer.



### Indemnification

Operator/Lessee shall indemnify and save harmless HNWS, the Club at Hidden Creek, its officers, officials, agents and employees, from and against any and all claims, demands, suits, loss, damage, injury and liability, including cost and expenses incurred in connection therewith, resulting from, arising out of, or in any way connected with the performance of the contract, including delivery and unloading of supplies and equipment, regardless of the passive, concurrent negligence on the part of HNWS or anyone acting under its direction or control or on its behalf. It is further the intent of the parties that this indemnification requirement is not intended to relieve the HNWS from liability for the active negligence of HNWS, its officers, appointed and elected officials, agents and employees. This hold harmless clause is in no way an admission of liability on the part of HNWS or any of its agents or employees.

The successful proposer acknowledges that he/she has fully informed themselves of the contents and meaning of this hold harmless agreement and has so executed it with full knowledge thereof and that the terms are contractual and not a mere recital. These requirements shall also apply to any subcontractor whose hazards are not covered by the Operator/Lessee's insurance policies.

### Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to, and approved by, HNWS. At the option of HNWS, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects HNWS, the Club at Hidden Creek, its officials, employees, agents and Consultants; or the Operator/Lessee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by HNWS.

Separate endorsements are required, naming HNWS and the Club at Hidden Creek as additional insured, for liability insurance and providing a waiver of subrogation for Worker's Compensation Insurance. The successful proposer shall maintain the insurance for the life of the contract. Said insurance shall contain a provision that coverage afforded under the policies will not be canceled unless and until thirty (30) days prior written notice has been given to HNWS.

Endorsements are to be received and approved by HNWS before work commences. Should Operator/Lessee cease to have insurance as required during any time, all work by Operator/Lessee pursuant to this agreement shall cease until insurance acceptable to HNWS is provided.

Original insurance certificates and endorsements are to be mailed or delivered to: HNWS CEO at 8574 Turkey Bluff Road, Navarre, FL 32566.

- **This is a request for proposals and not a legal binding document**
- **If you are submitting a proposal, please include contact information including email with your submittal. This information is necessary to inform you of any changes to specifications, postponements or cancellations of bid openings.**

**Thank you for your cooperation**

