

CITY OF CAPE CORAL

REQUEST FOR PROPOSAL

FOR

THE CORAL OAKS GOLF COURSE

RFP-PR11-25/VP



**The City of Cape Coral
Financial Services Department
PO Box 150027
Cape Coral, FL 33915-0027
239-574-0831**

PROPOSALS ARE DUE NOT LATER THAN 3:30 P.M.

June 7, 2011

CITY OF CAPE CORAL

REQUEST FOR PROPOSALS

The City of Cape Coral, Florida utilizing a qualifications-based solicitation is seeking proposals from firms with specialized skills and interest in providing professional services in [Golf Course Leasing, Golf Course Management and Golf Course Grounds Maintenance, RFP-PR11-25/VP](#). A copy of the scope of services may be obtained from the City of Cape Coral Procurement Division, 1015 Cultural Park Blvd., Second Floor, Cape Coral, Florida 33990; by mail request (239) 574-0831; or online at www.demandstar.com

One (1) original hard copy of the proposal, seven (7) photocopies and one (1) readable/reproducible Compact Disc (CD) completely duplicating the original hard copy must be returned in a sealed envelope to the attention of the Procurement Division, **no later than 3:30 p.m., June 7, 2011** either in person or by mail to the address listed above.

Proposals shall not be presented at any other location. Proposals presented after the time and date indicated above shall be refused. The time indicated on the date stamp machine located in the Procurement Division is considered the official time.

A PRE-PROPOSAL CONFERENCE WILL BE HELD ON WEDNESDAY, MAY 18, 2011 AT 2:00PM AT THE CORAL OAKS GOLF COURSE LOCATED AT 1800 N.W. 28TH AVENUE, CAPE CORAL, FL 33993.

SEALED ENVELOPES MUST BE MARKED:

***CORAL OAKS GOLF COURSE
RFP-PR11-25/VP***

Any questions concerning this request shall be addressed to the City of Cape Coral Procurement Division at (239) 574-0831.

By Order of the City Manager

Rebecca van Deutekom, City Clerk

Advertise: May 10, 2011

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INTRODUCTION

In 1970, by referendum of the people of the City, a Council/City Manager form of government was adopted, and the City of Cape Coral was incorporated. The policy-making body of the City is a City Council composed of eight (8) members, seven (7) members elected at large on a nonpartisan basis from districts and the Mayor (the eighth member). A Mayor is elected at-large on a nonpartisan basis and has one (1) vote and no veto authority. All terms run for a four (4) year period with the Mayor and three (3) council members being elected at one election and two years later the remaining four (4) council members are elected. The City Council is responsible for all policy-making functions of the government and retains the services of a City Attorney, City Auditor and City Manager. The City Manager is responsible for all administration of the City. The City provides a comprehensive range of municipal services including general government, public safety, community development, public works, planning, utilities, and parks and recreation.

Strategically located on the gulf coast of Southwest Florida, Cape Coral is one of the nation's fastest-growing cities and the third-largest Florida city in land mass. A pre-platted community, Cape's population as of September 30, 2008 was 170,074. At build-out, the Cape's population is forecast to be more than 400,000. The city is also home to more than 3,200 businesses. The media age is 43, young adults outnumber retirees, 55% of the population is working age, and 85% of the workforce has a high school diploma or better.

PART I: BACKGROUND

Coral Oaks Golf Course is a 124-acre, par 72, public 18-hole facility with Tif-Eagle greens, Driving Range, Short Game Practice area and Practice Putting Green. The course is located at 1800 N.W. 28th Avenue in the northwest portion of the City of Cape Coral. The facility consists of two par 36 nine holes, 3,352-yard Front Nine, and a par 36, 3,271-yard Back Nine. Coral Oaks Golf Course also includes support facilities, parking areas and entrance feature, a clubhouse, restaurant, golf shop, practice bunkers and greens and a driving range. For exact measurements proposers should physically inspect/measure the site and any available plans. The facility is open year round to an estimated 62,000 rounds.

PROJECT INFORMATION

The City of Cape Coral is soliciting proposals from qualified contractors to provide one (1) or more of the following service options at the Coral Oaks Golf Course (COGC) in accordance with the specifications provided herein, commencing on or about October 1, 2011:

- Option 1: Golf Course Lease Contract – The Vendor is responsible for management and operation of all aspects of the Golf course. Vendor pays the City a fee for this lease.
- Option 2: Golf Course Management Contracts – Vendor provides any or all of the following: restaurant, golf course and grounds maintenance, administrative functions (daily play on course, tee time reservations, driving range, lessons, and all subsequent golf operations) A Golf Pro will supervise all contracts.
- Option 3: Golf Course Grounds Maintenance Contract Only – Vendor provides all grounds maintenance services at the golf course for both play and non-play areas. The City pays a fee to the Vendor for this service.

Note: The City is open to any and all ideas in addition to the aforementioned options.

1.1. GOALS OF THE PROJECT

To establish a first class public golf facility at Coral Oaks Golf Course that provides a very high quality, high value public golf experience for the golfing public.

To maintain Coral Oaks Golf Course at a level comparable to other local daily fee operations and consistent with levels expected of other City facilities and grounds.

To provide an efficient and profitable Golf Course that will benefit the citizens of Cape Coral.

To secure the services of a qualified contractor, or contractors, for a five (5) year contract, with an automatic renewal for an additional five (5) years upon mutual agreement by the City and Contractor.

1.2. QUALIFICATION OF PROPOSERS

This RFP shall be awarded only to a responsive and responsible proposer, qualified to provide the goods and/or service specified. The proposer shall, upon request, promptly furnish the City sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations:

1.2.1. OPTION 1 – GOLF COURSE LEASE CONTRACT

The proposer **MUST** meet all of the requirements supplied in this document and **MUST** submit the following information with response for:

- a. Each proposer shall have a minimum of five (5) years experience in providing golf professional service operations at an 18-hole, golf facility similar in size and rounds to Coral Oaks Golf Course. The proposer will provide all staff for the golf operations that include Cart Attendants, Starters, Rangers, Customer Service Representatives, Driving Range Attendants and the Proposer Must provide an active Class A PGA or LPGA member in good standing. The proposer shall provide a detailed statement of qualifications and background of said services.
- b. Each proposer shall submit references demonstrating successful provisions of golf professional service operations. Each reference should include company name, contact name address, telephone number, email address, dollar amount of contract, dates of service, scope of work, types of service performed and number of staff provided.
- c. Each proposer shall provide a detailed business plan regarding types of golf development programs that they have been associated with that include instructional, tournament recruitment and retention, and public school program participation.
- d. Each proposer shall provide evidence that they have sufficient resources and capabilities to meet the financial and operational requirements, vendor credit lines and or bank letters of credit should be provided as evidence.
- e. Each proposer shall provide written evidence before starting work (copies of current licenses/certifications) that shows that the firm (Proposer) or a principal in the firm is licensed to contract the scope of work in the City of Cape Coral.

For Restaurant Lease:

- a. Each Proposer shall provide written evidence/references that they have leased or managed a minimum of one (1) successful restaurant operation. References must include scope of work, facility name, contact name, address, phone number, and email address, number of staff members, number of tables, average number of customers per day, hours of operation, dollar value of budget managed and a food cost projection.
- b. Each proposer shall provide written evidence (copies of current licenses/certifications) that shows that the firm (Proposer) or a principal in the firm will be licensed to contract the scope of work in the City of Cape Coral with the following:
 - Food Manager Safety Certification
 - State of Florida Division of Alcoholic Beverages and Tobacco License Series 11CG
 - State of Florida Division of Alcoholic Beverages and Tobacco License Series 11CX
 - State of Florida Division of Hotels and Restaurants Seating License

For Grounds Maintenance Management:

- a. Each proposer shall provide written evidence/references that they, the Proposer, have maintained a minimum of one (1) 18-hole golf course. References must include scope of work, facility name, contact name, address, and phone number, number of holes maintained, number of acres maintained (arranged by greens, tees, fairways, roughs, and common areas), number of employees, and annual maintenance budget.
- b. Each proposer shall provide written evidence/references that they, the Proposer, have a minimum of three (3) years experience in the maintenance of 18 plus hole facilities within the past five (5) years. References must include scope of work, facility name, contact name, address, and phone number, number of holes maintained, number of acres maintained (broken down by greens, tees, fairways, roughs, and common areas), number of employees, and annual maintenance budget.
- c. Each proposer shall provide written evidence/references that they, the Proposer, have golf course grow-in experience at a minimum of one (1) 18-hole golf course or a minimum of two (2) large golf course renovation projects that included at a minimum the renovation of 18 greens at a regulation golf course within the past five (5) years. References must include company name, contact name address, telephone number, email address, dollar amount of contract, dates of service, scope of work, types of service performed and number of staff provided.
- d. Each Proposer shall provide written evidence (copies of current licenses/certifications) that shows that the firm (Proposer) or a principal in the firm shall be licensed to contract the scope of work in the City of Cape Coral with the following:
 - Ornamental Pest Control License, and
 - Landscape Architect's License

The following requirements are **PREFERRED** for lease of the Coral Oaks Golf Course and the proposer must submit information with response for:

- a. Each proposer shall have a minimum five (5) years of Golf Course Management Experience. That experience includes all facets a Golf Course Operations listed in the subsequent sections of this RFP.
- b. Each proposer shall provide and indicate the number of years the proposer has been providing the requested types of services.
- c. Each proposer shall provide a list of three (3) references that can describe your previous

performance in the management of operations and maintenance of facilities for which the proposer has provided services comparable to those described in this RFP. The listing shall include the last three (3) contracts entered into by your organization and include the following:

- Facility name and address
 - Name, title, phone/fax number and email address for facility point of contact
 - Number of years managing facility
 - Detailed summary of scope of services provided and type of contract
- d. Each proposer shall provide a listing and description of golf courses operated by the proposer and include the following per course:
- Number of rounds and type of rounds
 - The annual gross and net revenue
 - Average annual maintenance expense
 - A brief description of the location and market overview for each market operated (e.g. number of courses in market, market share competition, cost structure and revenue generation)
- e. Each proposer shall provide legal history of the company including, but not limited to:
- Proposer shall provide an outline history of contract amendments with any current contracts to include timeline and purpose of amendment.
 - Proposer shall disclose if it has made any claims for extra payment or increases in compensation during the course of its agreements to provide services at any golf course
 - Proposer shall List any history of claims, litigation, arbitration, *and/or* termination for cause associated with any work contracted on any project in the past ten (10) years.
 - Each Proposer shall list any judgments, claims, arbitration proceedings, lawsuits or any current litigation.
- f. Each proposer shall list any current subcontractors or lessees or list intent to subcontract if known.
- g. Each proposer shall provide clear evidence of financial stability and resources necessary to successfully develop/manage the proposal option. Please note that prior to entering into any agreement; the City may require a comprehensive review of the firm's financial statements and additional financial information on individual investors.

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1.2.2. OPTION 2 – GOLF COURSE MANAGEMENT CONTRACT

THE QUALIFICATIONS SPECIFIED IN SECTION 1.2.1 FOR THE GOLF COURSE LEASE CONTRACT SHALL ALSO APPLY TO THE GOLF COURSE MANAGEMENT CONTRACT.

1.2.3. OPTION 3 – GOLF COURSE MAINTENANCE ONLY

The proposer **MUST** meet the following minimum requirements and **MUST** submit the following information with response:

- a. Each proposer shall provide written evidence/references that they, the Proposer, have maintained a minimum of one (1) 18-hole golf course. References must include scope of work, facility name, contact name, address, and phone number, number of holes maintained, number of acres maintained (arranged down by greens, tees, fairways, roughs, and common areas), number of employees, and annual maintenance budget.
- b. Each proposer shall provide written evidence/references that they, the Proposer, have a minimum of three (3) years experience in the maintenance of 18 plus hole facilities within the past five (5) years. References must include scope of work, facility name, contact name, address, and phone number, number of holes maintained, number of acres maintained (broken down by greens, tees, fairways, roughs, and common areas), number of employees, and annual maintenance budget.
- c. Each proposer shall provide written evidence/references that they, the Proposer, have golf course grow-in experience at a minimum of one (1) 18-hole golf course or a minimum of two (2) large golf course renovation projects that included at a minimum the renovation of 18 greens at a regulation golf course within the past five (5) years. References must include company name, contact name address, telephone number, email address, dollar amount of contract, dates of service, scope of work, types of service performed and number of staff provided.
- d. Each Proposer shall provide written evidence (copies of current licenses/certifications) that shows that the firm (Proposer) or a principal in the firm shall be licensed to contract the scope of work in the City of Cape Coral with the following:
 - Ornamental Pest Control License, and
 - Landscape Architect's License

1.3. ORIENTATION

The Contractor shall hire all staff for this project and make them available on or before October 1, 2011 and begin work on October 1, 2011. The Contractor shall meet with City administration prior to beginning work to coordinate and implement plans, as well as the procedures for turning areas over to the contractor's care.

1.4. TRANSITION

Each Proposer shall include a narrative description of a transition plan from the existing staff and management in place to the new management structure of the course. The narrative shall start at contract award and proceed through the entire transition period. Proposers are to submit realistic timelines. The City requires each firm to expand their narrative to include their philosophy of retaining and hiring current Coral Oaks Staff. The City strongly encourages interviewing current staff. Interviews must be set up through the Parks and Recreation Director or his designee.

PART II. SCOPE OF WORK

NOTE: The below sections, provisions and guidelines are intended as background information as to the expectations and service desires of the city at the outset of this solicitation. In the proposed maintenance and management plan, qualified proposers must provide a detailed response of the service level they propose to provide for each of the maintenance or task areas identified below and may submit alternatives to the specified scope of services which will be discussed and agreed to during any subsequent negotiation process. THE CITY IS OPEN TO ANY AND ALL IDEAS IN ADDITION TO THE FOREGOING OPTIONS.

2.1. OPTION 1 – GOLF COURSE LEASE:

The Contractor shall be responsible for management and operation of all aspects of the Coral Oaks Golf Course (COGC).

2.1.1. GENERAL

- a. The Contractor shall be responsible for managing the COGC operation, including the maintenance and restaurant operation.
- b. The Contractor shall designate a Director of Golf who shall be an Active Class "A" Member in good standing of either the Professional Golfers Association of America (PGA or Ladies Professional Golfers Association of America) who shall be responsible for the Contractor's overall performance, day to day operations and who will at the request of the City report any noteworthy activities, problems, solutions to the City.
- c. The Parks and Recreation Director or his designee will act as the City's Representative to monitor the Contractor's methods of operations. This representative will be the direct liaison between the City and the Contractor.
- d. The Contractor shall work in conjunction with all golf course departments coordinating daily play and all golf programming. This includes scheduling of daily play, tournaments and outings, banquets and golf course cultural maintenance practice scheduling.
- e. The Contractor shall from time to time be required to attend City Administration and / or City Council meetings to provide pertinent information relative to COGC and the golf industry in general.
- f. The Contractor shall enforce all City policies and COGC rules and regulations pertinent to customer safety and satisfaction. Contractor shall resolve customer complaints and Rules and regulations in a timely manner.
- g. The Contractor shall protect the City's capital investment in the facilities through exercise of high standards of maintenance and security.
- h. The Contractor has golf ball retrieval rights to all Lakes and Ponds on COGC Property. All revenues generated by the golf ball retrieval program will be processed through the City's Rec Trac sales system.
- i. The Contractor shall provide a Newsletter and Calendar to the City and Golf Course customers five (5) days in advance of the upcoming month.

- j. The Contract shall provide sales receipts to customers for ALL goods and services sold. Periodically the City may at its own discretion utilize “mystery shoppers” as part of vendor oversight and compliance with issuance of sales receipts. Failure to provide sales receipts may result in contract termination.
- k. The Contractor shall, in no event subcontract any portion of the work as stated hereunder without prior written consent of the City. In the event the City agrees to such a provision the Contractor remains fully responsible for the acts and omissions of its subcontractors and persons employed by the Contractor.
- l. Any signage posted by the Contractor must be consistent with the general character of COGC and the City.
- m. The City of Cape Coral and Coral Oaks logo, name and Uniform Resource Locator (URL) are to be used on all advertising, information and promotional materials. Contractor may not utilize any other URL, corporation names, or promotional material about the facility or its programs without the express written consent of the City or its designee.
- n. The City must approve of any large outings, tournaments or competitive groups that utilize the facility.
- o. The City follows “green” practices and policies whenever possible for all aspects of the operation. The Contractor will be expected to incorporate recycling, green product use and operations for environmental sustainability.
- p. The lessee shall maintain the current lease for the current golf cart fleet lease agreement.

2.1.2. PROFESSIONAL EXPERTISE

- a. The Contractor shall provide competent golf instruction for all groups, types and level of players. These instructors MUST be an active Class A PGA or LPGA member in good standing.
- b. The Contractor shall continue current Cape Coral Junior Golf Association program, Saturday free kid's clinic, Middle school and High school programs as well as implement and conduct all clinics, golf schools, camps and personal instructional programs.
- c. Conduct, recruit, coordinate and retain Charity, Competitive Tournament and Group golf outings. This includes the current Coral Oaks Men's and Ladies Golf Associations.

2.1.3. PERSONNEL

- a. Provide, supervise and train enough competent personnel such as Assistant Golf Professionals and Customer Service Representatives to aid in the operation of programs and sales, and qualified personnel skilled in the performance of a restaurant. Contractor must provide a staff member to answer customer and vendor inquiries seven (7) days a week (except when course is authorized to be closed).
- b. All employees shall pass a criminal and sexual predator background screening and drug testing similar to that required of City Charter School employees. All employees shall be indoctrinated and trained in the schedules, philosophies, customer service and public relations concerns of the City. Contractor's personnel shall conduct all work operations while dealing with the public in a courteous and professional manner. Each employee shall be

trained in the proper method of golf operations relative to the work they provide in the operation.

- c. Provide competent, professional, service oriented individuals who reflect a positive attitude towards COGC customers, staff, and City of Cape Coral to oversee all Golf Professional operations which include Starters, Rangers, Cart Attendants, Customer Service Representatives and Driving Range Attendants.
- d. Provide Excellent Customer Service to all golf course customers with that being a top priority. These employees shall be well dressed, friendly, exercise good customer relationship skills, have excellent telephone manners, respond to customer complaints and questions on a daily basis, speak positively about the facility and its operations and conduct themselves in a standard that is acceptable to the City. The Contractor shall also maintain a good working relationship with the City Administration and assist in promoting the COGC and all its events, tournaments and programs throughout the community.
- e. The City must approve uniform (style) selection for employees. All employees shall only wear approved uniforms while at the golf course. Such uniforms shall identify employees as employees of the Contractor.
- f. Maintain a sufficient number of personnel at all times to accomplish, on schedule, all work under this contract. The Contractor shall submit a listing of personnel, their qualifications, and the types of positions proposed with updates of changes. During all working hours, and during execution of the work, the Contractor shall give the job personal supervision or shall have on the job a responsible and competent Supervisor with authority to speak and act for the Contractor.

2.1.4. WORK HOURS

- a. The Coral Oaks Golf Course operates seven (7) days a week, 361 days per year. The operation is closed Christmas Day and three days for aerification. The aerification dates are in May, July and August. The exact dates for aerification are scheduled upon availability and around course events. The City may close the golf course and facility whenever severe weather or other climatic hazards make health and safety a concern.
- b. The Contractor shall provide coverage of golf shop and all services requested year round. The hours of operation for the golf shop are 6:30 AM to 5:30 PM. Driving Range Hours are 7:00 AM to 30 minutes before sunset daily with two partial days during the week needed for maintenance practices. All Cart staff will be required to open at 6:00 AM daily and stay until all carts are cleaned and stored properly on a daily basis. All golf carts are required to be in 10 minutes before sunset each day.
- c. The Restaurant is expected to operate from 6:00am to 7:00pm throughout the year (except when course is closed) in a casual environment to meet the needs of the golf course patrons, visitors and the surrounding community. At a minimum the Restaurant is expected to be open when the Pro Shop is open. The Contractor can, at their choosing, be open outside the operating hours of the Pro Shop.
- d. Contractor will work with the Parks & Recreation Director or his designee in scheduling events to ensure the best use of the facility is allowed. Non-golf events will be welcome but are secondary to golf events.

2.1.5. EVALUATION OF OPERATIONS

- a. The Contractor shall submit one (1) hard copy of monthly reports to the City Designee highlighting golf rounds, golf revenue, season pass sales, season pass member reports, gift card sales, gift certificate sales, current programs, issues related to the golf course operation that need attention of the City, number of people served, tournaments, clinics, lessons, accomplishments, long range planning and tournament recruitment and monthly cart maintenance logs. These reports are due no later than ten (10) days after the end of the month.
- b. The Contractor shall submit a monthly financial statement and profit & loss summary to the City. These reports are due no later than ten (10) days after the end of the month.
- c. The Contractor shall maintain a system of accounting that accounts for all money received at the time of sale and at any time be prepared to submit accurate records of all transactions to the City.
- d. The Contractor shall keep and maintain all required financial records in accordance with City policy and procedures while utilizing accounting procedures compatible with the City's financial system. The City may consider alternative procedures and reports proposed by the prospective Contractor, provided they assure adequate internal controls, compliance with State laws and City regulations and the safeguarding of City assets.
- e. The Contractor shall use the City owned Rec Trac point of sale system.

2.1.6. FACILITY MAINTENANCE

- a. During the term of the contract, the facilities shall be kept clean, fully operational and show no signs of visual or structural damage.
- b. The Contractor shall be responsible for the maintenance and cleanliness of the COGC, including but not limited to the golf shop, golf shop offices, cart barn storage areas, the restaurant, golf course grounds and designated storage areas. These areas shall include interior walls, floors, fixtures, windows and surfaces on a regular basis which is customary of a professionally run golf shop operation. The Contractor shall collect and remove trash from said areas daily.
- c. The Contractor shall provide trash pick - up of golf course tee receptacles through the golf course ranger program.
- d. The Contractor shall be responsible for all golf shop fixtures, displays, decorations and items related to running a proper retail facility.
- e. The Contractor shall be responsible for maintenance of all eight (8) lakes at COGC. Currently the City utilizes Lake Masters for algae control; the Contractor shall be responsible for these lake maintenance fees, including algae control.
- f. The Contractor shall provide annual recommendations to the City regarding capital improvements and equipment necessary for COGC.
- g. The Contractor shall be responsible for all repairs, maintenance and replacement of commonly used utilities and equipment at COGC, including interior and exterior building maintenance. The City must approve of any improvements needed or made.

- h. Major capital improvements such as building structure deficiencies, major course renovations, or damage and destruction caused by natural disaster shall be the responsibility of the City. A further detailed list of items will be negotiated with the selected firm.
- i. Facilities are to be available for inspection by designated City representatives during regular operating hours and at other times upon reasonable notice.
- j. The Contractor shall comply with all environmental guidelines as well as local, state and federal regulatory requirements.
- k. The Contractor shall bear ALL costs associated with the management the Coral Oaks Golf Course and will be expected to pay all of the utility fees, including fuel.

2.1.7. GOLF PRO SHOP (Under Option 1 – Lease)

- a. The Contractor is required to purchase the existing Golf Pro Shop inventory at cost from the City and shall have in place for their first day of operation an inventory of \$15,000. Inventory shall include the proper quality and quantity of inventory to operate a professionally run well maintained golf shop.
- b. The Contractor shall utilize the City's current Rec Trac POS and Tee Time Computer systems to transact all sales of greens fees, driving range fees, pass memberships and any and all sales related to the Coral Oaks golf operation.
- c. The Contractor shall be responsible for providing security cameras for the entire Pro shop operation. The security cameras must be positioned so staff and point of sale systems are visible. These security cameras are to be in place the day the contract starts.
- d. The Contractor shall collect and deposit all Golf Course Fees into the company's own bank account on a daily basis and follow all guidelines and procedures set forth by the City Finance and Auditing departments.
- e. The Contractor shall manage driving range and collect all driving range fees, and disburse and collect all driving range golf balls daily. The City will provide all driving range equipment to include range baskets, range picker and range picking cart. Contractor shall advise when said equipment needs repair or replacement.
- f. The Contractor shall manage Golf Course Season Pass Membership Program, recruit, retain and accommodate Season Pass Members in a manner that is conducive to Coral Oaks Season Pass Membership requirements. This includes all collection of fees, communications to the Season Pass Member, Tee Time procurement, reciprocal programming and Men's Golf Association and Ladies Golf Association tournament programming and scheduling.
- g. The Contractor shall manage golf cart fleet operations, store and clean carts daily, provide the proper cleaning of the cart storage facility and maintain golf carts as required by the manufacturer and under the current golf cart fleet agreement made with the City. The Contractor shall provide a log of all golf cart maintenance and recommend service to the golf cart company. The Contractor will work with the City to procure future cart agreements.
- h. The Contractor shall manage, coordinate and execute the current GOLFNET handicap and tournament program management system. The fees will be collected and recorded through the City's Rec Trac POS System.

- i. The Contractor shall use the Coral Oaks logo on its merchandise for the term of the contract and any subsequent renewal options only.
- j. The Contractor shall have the right to charge competitive prices for the same or similar goods sold at equivalent quality daily fee golf courses in the area consistent with the cost to provide such goods.

2.1.8. RESTAURANT (Under Option 1 – Lease)

The Contractor will operate all food, beverage and catering services in a relationship to benefit the City of Cape Coral and the Contractor.

The food service area includes:

- o Restaurant setting with approximate 1,700 sq. ft. with twenty-two (22) 36"x36" square tables with 84 chairs provided for seating.
- o There is a kitchen area of approximately 500 sq. ft. A list of the major appliances and other equipment is provided hereto in Appendix A.
- o The restaurant patio has five (5) 24" round tables with 10 chairs for provided for seating on the outside patio

The Contractor is required to purchase the existing restaurant inventory of perishables at its current value. At the end of the lease, the City shall buy the perishable inventory from the Contractor at cost.

- a. The Contractor is required to maintain the existing restaurant equipment at its current value. The Contractor may provide additional fixtures, shelving and equipment which shall be their exclusive property and responsibility. At the conclusion of a lease, the City shall have the right to purchase any equipment purchased by the Contractor at a mutually agreed upon rate.
- b. The Contractor shall obtain and keep current all licenses and permits necessary to run an indoor and outdoor food service facility at the Coral Oaks Golf Course. According to Florida Division of Alcohol Beverages and Tobacco (ABT), the current license is non-transferable and would have to re-issued under a change of ownership if the COGC is leased by a company other than the current licensee.
- c. The Contractor will be responsible for ensuring the availability of all merchandise and supplies necessary for the production of the food and beverage menu, ensuring that an adequate level of supplies is kept stocked at all times, and accounting for all revenues and expenses. Contractor will ensure that an adequate level of supplies is kept stocked at all times.
- d. The Contractor is encouraged to implement a customer comment card system to obtain written customer evaluations of service and food quality.
- e. The City will allow use of the COGC website for Restaurant information. The Contractor is responsible for any separate e-mail addresses or websites used.
- f. The Contractor is to have a written safety and security plan for the Food Services area.
- g. The Contractor is responsible for any grease / oil pickup as the result of food service.

2.1.9. CITY'S RESPONSIBILITY

- a. The City shall be responsible for providing the Rec Trac computer point of sale system, Tee Time procurement system and computers.

- b. The City shall provide an office, office storage, cart barn storage, and copier machine for facility related reports.
- c. The City shall provide access and playing privileges to the Golf Course at No Charge for the PGA professionals on staff as well as reduced golf rates for the Contractor's employees. Employees will be allowed access during non peak periods and slow times.
- d. The City will provide the Contractor with a detailed written performance evaluation annually.

2.1.10. MANAGEMENT OF GOLF COURSE

- a. The Contractor shall include a marketing plan to increase restaurant revenues, cut restaurant expenditures, increase or maintain current rounds of golf usage, recruit and retain charitable and competitive golf tournaments,
- b. A 5-year plan shall be submitted by the Contractor, to be updated annually.
- c. The General Manager and Golf Course Maintenance Superintendent or designee is expected to be on site every day except Christmas Day. The General Manager and Golf Course Superintendent will be available or on call seven (7) days per week year round and during natural disasters and for emergency needs.
- d. The Contractor shall provide excellent customer service to all golf course customers with that being a top priority. These employees shall be well dressed, friendly, exercise good customer relationship skills, have excellent telephone manners, respond to customer complaints and questions on a daily basis, speak positively about the facility and its operations and conduct themselves in a standard that is acceptable to the City. The Contractor shall also maintain a good working relationship with City Administration and assist in promoting the Coral Oaks Golf Course and all its events, tournaments and programs throughout the community.
- e. The Contractor shall provide, supervise and train enough competent personnel such as Assistant Golf Professionals and Customer Service Representatives to aid in the operation of programs and sales. Contractor must provide a staff member to answer customer and vendor inquiries 7 days a week.
- f. The Contractor shall manage and ensure compliance with all requirements in SOW Section 2.3 for grounds maintenance of COGC.

Service Guidelines

- 1. The Contractor shall not offer services which the City deems objectionable or beyond the scope of the agreement.
- 2. The Contractor shall post all fees except those fees which may be negotiated for group/tournament activity or other special uses.

Golf Fees

- 1. The Contractor shall be bound by City ordinance and resolution as set forth in Appendix C and shall keep current a comprehensive schedule of season pass holder fees, daily golf fees, cart rental fees, driving range pass, and all golf related fees. Standard fees shall be made available to all customers through the website and posted in the golf shop.

2. Operator shall conduct an annual, comprehensive survey of green fee and rental rates at comparable golf courses with-in the market area and submit recommendations for fee changes to the City. The City must approve all green fee and rental rate changes, for which approval will not be unreasonably withheld. Operator may run fee discounts and special pricing packages with approval from the City.

Cash Handling and Reporting

1. The Contractor shall keep complete records of account with regard to all monies for fees and goods collected and abide by all City cash handling and auditing policies and procedures.
2. The Contractor shall be responsible for and keep neat, accurate auditable records of reservations made, fulfilled, and fees charged for every individual and group who use the golf course.
3. The Contractor shall, throughout the term of this agreement, comply with City's policy regarding the collection of all fees, reporting requirements for fees collected, and the system of accountability and procedures there of.
4. The Contractor at the City's request will provide all accounting records and starting sheets any time requested and make them completely available for examination by the City, its auditor and any 3rd parties so designated by the City within ten (10) days of request.
5. All sales and transactions must be entered into the City provided Point-of-Sale Rec Trac System. A register receipt, showing date and time of issue, and amount paid, shall be tendered daily and match the Rec Trac close out procedures (see Appendix D).

Misc

1. Contractor will be responsible for all budgeted expenses including, but not limited to, payroll and payroll expenses, outside services, materials, utilities and supplies necessary to perform the scope of work.
2. The Contractor shall be responsible for orderly care, safety, security, maintenance and timely repair of all property which constitutes the golf course operation according to applicable laws, permits, licenses and regulations.
3. The City reserves the right from time to time as conditions warrant to hire outside golf course operations consultants to inspect the golf course and Contractor agrees to carry out reasonable recommendations of the City made as a result of the inspection(s).

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2.2 OPTION 2 – GOLF COURSE MANAGEMENT:

The Contractor(s) shall be responsible for providing any or all of the following under the supervision of the selected Golf Pro for the Coral Oaks Golf Course: restaurant, grounds maintenance, administrative (Golf Pro, play on the course, tee time reservations, driving ranges, lessons, etc.). Statement of Work as specified in Section 2.1 and 2.3 shall apply with the following exceptions:

- The City shall pay for all required improvements, which may be subject to Council approval.
- All sales revenue shall belong to the City and deposited into the City's bank account daily.
- The City shall retain ownership of equipment/inventory. Any repair or replacement of equipment shall be the responsibility of the City.

The City shall pay a monthly fee for Management. Vendors will stipulate that fee (see page 28).

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2.3. OPTION 3 – GOLF COURSE MAINTENANCE**2.3.1. GENERAL**

- a. The Contractor shall furnish all labor, materials, supplies, and equipment to maintain the golf courses and other common areas to the highest quality of maintenance possible in accordance with the parameters contained herein.
- b. Areas of maintenance include but are not limited to: equipment maintenance building, greens, tees, approaches, collars, fairways, roughs, golf cart paths, driving ranges, practice areas, lakes, water hazards, sand and grass bunkers, clubhouse and golf course grounds, along entrance roadways and right of ways, medians on NW 28th Avenue and Van Buren Parkway. Included are the maintenance turf, shrubs, plants, and trees.
- c. Supervision shall be maintained over the Contractor's working personnel at the golf courses seven (7) days a week. Maintenance activities shall be coordinated with the City's Parks & Recreation Director or his designee. The Contractor shall make work assignments necessary to meet the direction provided by the City's Parks & Recreation Director or his designee, and shall make seasonal or other required adjustments without additional cost to the City.
- d. The Contractor shall propose and execute corrective actions to bring substandard areas of the golf course to the standards reflected in this document.
- e. The Contractor shall furnish all labor and supervision to professionally maintain and improve upon the existing course in accordance with specifications. This work force will include a trained Class A Golf Course Superintendent.
- f. The Contractor shall perform all normal functions, which are essential to providing quality playing conditions, e.g. mowing, cup changing, tee marker management, grooming, etc.
- g. The Contractor shall develop and perform necessary turf management programs and actions to maintain and improve playing conditions.
- h. The Contractor is responsible, at its own cost, for both materials and labor for the immediate repair of any damage to City property that is caused by the Contractor or the Contractor's negligence. Repairs will be made in a manner which restores the damaged area/facility to this original condition or better.
- i. The Contractor is required to regularly evaluate the course and make recommendations for capital improvements. The City, at its option, can acquire additional services from the Contractor to make needed improvements.
- j. Utilization and Maintenance of current inventory of Turf Maintenance Equipment (see Appendix A) and provide new equipment upon existing equipment retirement.

2.2.2. PROFESSIONAL EXPERTISE

- a. To obtain maximum performance, the Contractor shall supplement the trained maintenance personnel with professional turf consultants, entomologist, certified golf course superintendents, plant biologist, and such other professional specialists as are necessary. These personnel shall be hired at the expense of the Contractor.

- b. The Contractor shall incorporate its full service golf course maintenance program based upon generally accepted southeastern turf management principles and standards, and the Contractor's approved maintenance schedule.
- c. The Contractor hereby certifies that any on site supervisor assigned will have the educational background and experience necessary to provide ongoing maintenance programs, which shall fulfill the terms and conditions of this agreement. The Contractor's on site supervisor must have at least three (3) years supervisory experience in Golf Course Maintenance Management in warm season turf grass environments.
- d. In particular, the Contractor shall retain personnel approved as a Certified Pest Control Operator licensed by the Florida Department of Agriculture and Consumer Services. Application of such pesticides on the premises of the City's golf course shall be performed by or under the supervision of such licensed pesticide applicators. Applications must follow label guidelines, directions and restrictions. The Contractor shall maintain completed documentation of all pesticide, herbicide and fertilizer applications and storage, in accordance with prevailing regulations and laws. The Contractor shall have and practice Integrated Pest Management (IPM) Program at Coral Oaks golf course.

2.2.3. WORK HOURS

- a. The schedule of work hours for accomplishment of golf course maintenance services shall conform to the requirements of the City. The schedule of work hours must have the approval of the Parks & Recreation Director or his designee.
- b. The Contractor shall furnish advance weekly work schedules to the Parks & Recreation Director or his designee one week prior to performing its maintenance work. Weekly work schedules would be for those areas other than routine work, such as fertilizing, aerifying, bunker maintenance, special irrigation requirements, etc. Such advance weekly work schedule shall contain a blank space for the Parks & Recreation Director or his designee to approve of the schedule in the event it is acceptable. The Contractor shall provide thirty (30) days written notice for work requiring closure of the Course.
- c. Completed tasks on the approved weekly work schedule shall be documented and provided to the City at the end of each month in a monthly report. The Monthly Report shall be provided in two (2) copies sent to the Parks & Recreation Director or his designee. The monthly report shall cover the conditions of Greens, Tees, Fairways, Roughs, Sand Bunkers, Drainage, Lakes, Irrigation/Pump Station, Manicuring, Weather, Fertilizer Applications, and Integrated Pest Management actions, Soil Analysis, Maintenance Building Area and General Comments.
- d. Quarterly each year, the Contractor shall also furnish a written recurring 120-day plan for turf management actions and projects. This plan shall be discussed with the Parks & Recreation Director or his designee. The Contractor's representative shall attend all monthly Golf Advisory Board Meetings. The plan will be posted and implemented by the Contractor's staff.

2.2.4. EVALUATION OF OPERATIONS

- a. A written golf course evaluation report will be issued monthly by the Parks & Recreation Director or his designee, which shall be coordinated with the Contractor's Golf Course Superintendent. Action items shall be addressed immediately by the Contractor with dates of completion documented weekly.

2.2.5. PERSONNEL

- a. The Contractor shall retain an on-site golf course superintendent who shall be a GCSAA Class A certified superintendent with two (2) or more previously successful 18-hole golf course superintendent positions. The City may elect to waive the certification requirement, but is under no obligation to do so, if the candidate has: education equivalent to graduation from a minimum of a two (2) year college with a course of study in a field related to Turf Grass Management, Agronomy or Horticulture; seven (7) years progressively responsible experience in golf course maintenance, five of which must be as a superintendent in the Southern region at golf courses of 18-holes or more and with managing a crew size of twelve (12) or more; and two (2) or more previously successful 18-hole sprigged Bermuda grass GROW-IN projects. The superintendent will be responsible for familiarizing themselves with all systems being installed at the facility, and any environmental requirements.
- b. The Contractor shall employ qualified personnel skilled in the performance of golf course maintenance. All employees shall pass a criminal and sexual predator background screening and drug testing similar to that required of City employees. All employees shall be indoctrinated and trained in the schedules, philosophies, customer service and public relations concerns of the City. Contractor's personnel shall conduct all work operations while dealing with the public in a courteous manner. Each employee shall be trained in the proper method of cleaning, handling and operation of golf course maintenance equipment and supplies.
- c. The City must approve uniform (style) selection for employees. All employees shall only wear approved uniforms while at the golf course. Such uniforms shall identify employees as employees of the Contractor.
- d. The Contractor shall maintain a sufficient number of personnel at all times to accomplish, on schedule, all work under this contract. The Contractor shall submit a listing of personnel, their qualifications, and the types of positions proposed with updates of changes on a weekly basis. During all working hours, and during execution of the work, the Contractor shall give the job personal supervision or shall have on the job a responsible and competent Superintendent with authority to speak and act for the Contractor.

2.2.5. EMERGENCY MAINTENANCE

- a. In the event that the City at any time determines that any portion of the golf course is in immediate jeopardy of sustaining some type of serious harm due to a maintenance failure on the part of the Contractor, the City may utilize their own work force or contracted services to go on the golf course and perform such tasks as are necessary to prevent such serious harm from taking place. The cost of such preventative maintenance incurred by the City shall be itemized by the City and submitted to the Contractor and offset against any future monies owing to the Contractor under this agreement. In the event the itemized costs exceed future monies owed to the Contractor, such overage shall be due and owing by the Contractor to the City.

2.2.6. GOLF COURSE MANAGEMENT

- a. The work includes maintenance of grass on greens (including putting greens and perimeter slopes), tees (including practice tees), approaches, collars, ditches, fairways, roughs, sand traps, driving range, lakes and maintenance of trees, shrubs and landscaping throughout the entire acres covered by this contract. Also included are cart paths, entrance roads parking lots, medians on Van Buren Parkway and NW 28th avenue and property owned by the golf course at the entrance and south of the clubhouse. Note: Where specific fertilizers,

chemicals, seed, supplies, products or techniques are specified below, similar items or techniques of equal or better effectiveness that are without additional cost to the City may be used if pre-approved by the Parks & Recreation Director or his designee.

2.2.7. GOLF COURSE MAINTENANCE GUIDELINES

- a. The maintenance practices included in this section are intended to be an overall outline for the agronomic, horticultural, and recurring service practices of Contractor's golf course maintenance operations. While the guidelines are detailed, they are intended to be only minimum rules of operation. The Contractor's primary responsibility is for ensuring the integrity of the golf course. Variances from the guidelines will be necessary at times to allow for adjustments resulting in climatic conditions, pest infestations, golf course traffic, tournaments and other unforeseen problems.

Mowing Guidelines:

1. **Greens** will be mowed every day the course is open for play at a height of cut that is acceptable to the City without causing undue stress to the turf. Typically, a cutting height between .100 to .135 of an inch will be maintained. Greens shall be smooth and should be maintained to achieve at least a '9' "stimp meter" reading. The integrity of the original size of greens shall be maintained and will be double-cut and rolled as needed.
2. **Tees** will be mowed three times per week. A mowing height of ¼" to ½" will be maintained. No more than 33% of the leaf surface will be removed at any one mowing. The integrity of the original size and design of tees shall be maintained.
3. **Fairways, Approaches, and Collars** will be mowed three times per week during the active growing season and two times per week during the cooler periods. A height of cut of ½" to ¾" will be maintained. There may be certain times during the summer when this frequency may increase due to changes in climatic conditions. The frequency of cut during the cooler periods may also be increased to three times per week when the fairways are over seeded. No more than 33% of the leaf blade shall be removed at any one mowing. The integrity of the original size of fairways shall be maintained.
4. **Tee and Green Slopes and Roughs** will be mowed weekly during the active growing season and as needed the balance of the year. A height of cut of 1 ¼" to 1 ½" will be maintained.

Note: Growth regulators will be utilized in all necessary areas during the summer months when excessive rainfall is predicted to keep the turf under a manageable condition.

Aerification Guidelines:

1. **Greens** will be aerified as needed to provide the soil with the proper air, water, and soil ratio required for healthy putting surfaces. Two conventional core aerifications (2 inches deep on 2 inch centers, minimally) coupled with one deep tine aerification during the summer months will be performed annually. Spiking of all greens shall be performed between aerifications to maintain proper water infiltration.
2. **Tees** will be core aerified two times, minimally, during the year with a conventional aerifier to alleviate compaction and help control thatch.

3. **Fairways/Roughs** will be aerified two times, minimally, during the summer months to alleviate compaction. Also, supplemental aerifications will be done on the heavily compacted areas and may be accomplished with a deep-tine aerifier.

Verticutting/Spiking Guidelines:

1. **Greens** will be vertically mowed during the active growing season to help promote quality putting surfaces. Typically, every two weeks during the active growing season would be considered minimal. A deeper verticutting will be accomplished following aerifications in two to three directions to help promote the healing of the damage on the putting surfaces caused by aerifications. Spiking of the greens will be performed regularly during the summer months to prevent algae build-up and to help maintain proper water infiltration.
2. **Tees** will be vertically mowed in conjunction with the aerification services during the summer. The frequency of vertical mowing will be adjusted accordingly should the playing areas become "spongy".
3. **Fairways and roughs** will be vertically mowed or scalped, if necessary, in order to prevent matting and/or the build-up of thatch in these areas.

Topdressing Guidelines:

1. **Greens** will be top dressed in conjunction with the verticutting/spiking and aerification operations. This will be accomplished with a soil mix or sand that is similar to the make-up of the existing soil profile.
2. **Greens** will be topdressed every two weeks during the active growing season to help maintain a smooth putting surface. In addition to this, during the interseeding period, the greens will be "dusted" with topdressing.
3. **Tees** will be topdressed two times during the summer in conjunction with the aerification operations. In addition, the divots will be filled in on a weekly basis, minimally, to ensure an even playing surface.
4. **Green Sand** will be utilized on the golf course year round for topdressing of the practice range tee and to fill sand buckets on the golf carts.

Fertilization Guidelines:

1. **Greens** will be fertilized at a rate of 1.5 pounds of nitrogen per month with an analysis or ratio of N, P, & K determined by soil and tissue testing. Only "mini prill" and materials specifically used on putting surfaces will be utilized. Minor nutrients will be applied as a foliar application in addition to what is available in the granular fertilizer. Only fertilizer specifically formulated for putting greens shall be applied.
2. **Tees** will be fertilized at a rate of one pound of nitrogen per month with a fertilizer analysis to be determined by soil testing. During over seeded months, the applications of fertilizer will be adjusted as necessary to ensure that quality teeing areas are present.
3. **Fairways, irrigated roughs and slopes** will be fertilized with 6 to 8 pounds of nitrogen annually 4 of those with a pre emergent herbicide through either granular or liquid applications that will be applied throughout the course of the year. Supplemental amounts of fertilizer will be applied to weak and thin areas. Any additional amounts of N, P, & K will be determined by soil tissue tests and adjusted accordingly.

4. **Dolomite lime applications** in conjunction with aerification, will be used as necessary to assist in keeping the pH at a desirable level.

Overseeding Guidelines:

1. **Tees, collars, and approaches** will be over seeded each fall with a perennial ryegrass blend at a seeding rate of fifteen pounds per 1,000 square feet on par 4's and par 5's and a twenty-pound per 1,000 square feet seeding rate will be utilized on par 3's. Regular seeding and sanding of divots will be performed throughout the over seeded months.
2. **Fairways and all playable rough inside the cart paths** will be over-seeded each fall with a perennial ryegrass blend at a seeding rate of 300 pounds per acre. Regular seeding and sanding of divots will be performed throughout the over-seeded months.

Bunker Maintenance Guidelines:

1. **Mechanical raking** of the bunkers will be performed five times per week. Bunkers will be raked all days with the exception of Tuesday and Sunday, or as designated by the Director. In addition to mechanical raking, the bunkers will be spot hand raked during the days the bunkers are not mechanically raked. The integrity of the original size and design of each bunker shall be maintained.
2. **Edging** of the bunkers will be performed monthly throughout the year to ensure a manicured appearance at all times.
3. **Mowing** of the bunker faces will be performed weekly throughout the growing season and as needed throughout the remainder of the year.
4. **Additional sand** will be added as needed throughout the year to maintain an average depth of 4" in all parts of the bunkers.

Equipment Repair/Maintenance Guidelines:

1. The Contractor will follow all manufacturers' guidelines in the maintenance and repair of equipment to include reel and bedknife grinding and sharpening. All of the Contractor's equipment technicians will be qualified and are encouraged to attend industry workshops and seminars to stay updated on the latest trends and repairs of equipment.

Irrigation Guidelines:

1. The irrigation systems will be repaired and maintained on a regular basis by qualified Contractor staff.
2. These employees will be required to attend service seminars to keep updated on the latest irrigation development and trends in the industry.
3. In order to protect the interest of both parties, Contractor will place a "Not To Exceed" of \$10,000 annually on the irrigation repairs. Contractor will track these expenses and report the account totals on a monthly basis to the City. The cost of these repairs will be in material costs only. Costs that do not reach the \$10,000 "Not to Exceed" limit will be

credited back to the City. Costs over and above the \$10,000 limit will be paid by the City.

Integrated Pest Management Guidelines:

1. The goal is to have Coral Oaks golf course as weed and insect free as possible and to prevent any damaging outbreaks of pests. Contractor's approach to the control of damaging pests and weeds will include curative and preventative types of control measures using the most appropriate products available.
2. Contractor will be responsible for the implementation of an integrated pest management (IPM) program for all playing areas of the courses including roughs via regular monitoring, problem and potential problem identification, preventative measures, diagnosis and treatment. All greens will be inspected daily for the presence of damaging pests, insects or fungus. All greens shall be treated as required to prevent or control fungus and insect activity and damage to the turf. A slit injection application of curfew shall be applied annually to control the insect population in the fairways and roughs to allow optimum turf root growth. All fairways will be inspected weekly for the presence of damaging pests, insects or fungus and treated appropriately to prevent turf damage.
3. Fire ant mounds throughout the golf course will be controlled as-needed.

Other Maintenance/Service:

1. Contractor will be responsible for properly moving the cups and tee markers and repairing ball marks every day the courses is open for play. In addition, all trash will be removed, divot buckets will be filled and the ball washers checked for clean towel and soap solution daily. The ball washer soap will be changed a minimum of once per week throughout the year.

Trash and Debris Removal:

1. During the course of the day, any trash or non-organic debris on the golf courses will be picked up. This will be hauled to a legal disposal site and disposed. Removal from the property, when necessary, will be the responsibility of Contractor.

Organic Materials and Tree Debris Removal:

1. During the course of the day, any tree debris or organic materials on the golf courses will be picked up. This will be hauled to a legal disposal site and disposed of. Removal from the property, when necessary, will be the responsibility of the Contractor.

Deep Rough/Natural Areas Maintenance:

1. Contractor will maintain the natural areas within the boundaries of the play areas. These areas are to be kept free of fallen limbs, sucker growth, undesirable vegetation and weeds. Any removal of trees greater than 2" in caliper is not the responsibility of Contractor, unless the trees are leaning at more than a 45° angle.
2. Contractor will be responsible for pruning any plant material and clearing debris that obstructs the cart paths throughout the golf courses.

Cart Path Maintenance:

1. All golf cart paths will be kept clean of cut grass and shall be edged monthly during the active growing season and as needed the balance of the year. Standing water problems on cart paths will be promptly corrected by the Contractor. Contractor will repair or is responsible for repair to cart path breaks due to irrigation repairs.

Lakes, Ponds and Streams Maintenance:

1. All aquatic weed control is the responsibility of Contractor. Contractor personnel will remove litter and trash from the water bodies on a regular basis. All lakes and ponds shall be kept free of all unwanted aquatic plant life such as algae, hydrilla, plankton, etc. Currently the City utilizes Lake Masters for algae control.
2. Marking- All water hazards are to be staked or painted with correct color indicator. The Golf Professional will assist in the determination of these areas to be marked.

Landscape Beds Maintenance:

1. Contractor will install plantings when necessary for beautification purposes and maintain flowering plants in select landscape beds throughout the golf courses. This will include weed control, watering, fertilization, and pest control. Contractor will work with the City in determining planting designs.

Out of Bounds/Hazard Markings:

1. Staking - Stake all areas that are out of bounds. The golf professional will assist in determining these areas. Check and maintain out of bounds markers on a regular basis.
2. Water Hazards – Contractor will provide all appropriate color paint for marking all water hazards. The Golf Professional will determine these areas and assist in marking of hazards.

Drainage:

1. Installation & Replacement – Installation of additional drainage as necessary to alleviate any standing water problems that may occur on the golf course or grounds around the Clubhouse, Pro Shop/Cart Barn and Maintenance area shall be an extra cost item requiring prior written approval by the Owner. All Drains on course will be kept free and clear of debris and in good working order by the contractor.

Buildings:

1. Contractor will maintain the buildings on the golf courses in a good, operable and sanitary order. Any required major repairs, replacement, rebuilding and restoration would be brought to the attention of the Parks & Recreation Director or his designee immediately. All costs for such repairs, replacements, rebuilding and restoration will be the responsibility of the City.

The following buildings shall be maintained:

- Two (2) Rain Shelters
- Two (2) On Course Bathrooms
- Clubhouse
- Maintenance Buildings

- Chemical Storage Building
- Scoreboard
- Two (2) Starters Buildings

Directional Signs & Traffic Patterns:

1. Contractor will provide all necessary signage for cart traffic and driving range and ensure cart traffic signs are moved to reduce damage to heavy traffic areas.

Water Quality Testing and Compliance:

1. Compliance with State and local laws regarding water quality testing.
2. Compliance with all South Florida Water Management District rules and regulations regarding consumption and reporting.

2.2.8. ORIENTATION

- a. The Contractor shall hire the Superintendent for this project who will be available to meet with staff before October 1, 2011 and begin work on October 1, 2011. The Superintendent shall meet with Golf Department staff prior to beginning work to discuss plans for maintaining the golf course and restaurant, as well as the procedures for turning areas over to the contractor's care.

The Vendor shall be paid a fee for this maintenance agreement (see page 28).

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PART III: PROPOSAL SUBMISSION REQUIREMENTS

It is imperative that the information submitted is precise, clear, and complete. All submittals must be presented in an 8 1/2" x 11" bound document, tabbed for the following format (submittals not conforming to this format may be disqualified from further consideration).

Proposals should include the requirements listed below. Proposals submitted without meeting ALL the requirements may be considered non-responsive.

3.1. PROPOSAL FORMAT

Sections and subsections should correspond in sequence with those identified below. All additional information that the Vendor believes is unique to a section and does not fit the established outline may be included at the end of each section under a subheading "Additional Information."

The following information shall be provided in the order detailed: **failure to provide any one part of this section without appropriate explanation may result in disqualification of your proposal.**

- a. Title Page - showing the following information:
 - Name of Firm
 - Address
 - Telephone Number
 - Contact Person
 - E-Mail Address
 - Date
 - Request for Proposal for The Coral Oaks Golf Course
- b. Table of contents - Include a clear identification of the material included in the proposal by page number.
- c. Transmittal Letter - limit two (2) pages stating the firm's understanding of the work to be done, the commitment to perform the work, a statement why the firm believes itself to be the best qualified to perform the work, a statement that the proposal is a firm and irrevocable offer for the engagement period. Include the signature of an authorized official of the firm who has been designated as the primary contact.
- d. Cost Proposal Page (page 43)
- e. Provide detailed references and copies of licenses/certifications
- f. Provide resumes of Company officers
- g. Detailed response of the service level proposed for each task identified under the respective Scope of Work section
- h. Proposer's Certification and Non-Collusive Affidavit – if addenda is issued, must be acknowledged on this form.
- i. Sworn Statement Under Section 287.133(3)(A), Florida Statutes, On Public Entity Crimes
- j. Interest in Competitive Bid/RFP for Public Business (if applicable)
- k. Drug Free Workplace Certification
- l. Acknowledgement of Insurance Requirements form

3.2. PROPOSAL

Qualified Contractors may provide a proposal for any one (1) or more of the service options the City of Cape Coral is seeking for the Coral Oaks Golf Course. Proposers may submit alternatives to the specified scope of services which will be discussed and agreed to during any subsequent negotiation process.

OPTION 1 – GOLF COURSE LEASE

The Proposer shall provide qualifications and explain how they will meet the City's expectations as outlined in the Statement of Work, as well as propose either a flat fee or percentage of gross sales payable to the City as shown below. A detailed business plan shall coincide with the estimated gross annual sales amount provided.

Percentage Payable to the City			Estimated Gross Annual Sales		Estimated Annual Payment to the City	Estimated Monthly Payment to the City
Sample	%	x	\$ Sample	=	\$ Sample	\$ Sample

Estimated Gross Annual Sales	Annual Fee Payable to City	Monthly Fee Payable to City
\$ Sample	\$ Sample	\$ Sample

OPTION 2 – GOLF COURSE MANAGEMENT

The Proposer shall provide qualifications and explain how they will meet the City's expectations as outlined in the Statement of Work. For management of the Coral Oaks Golf Course, the Vendor shall be paid a fee.

Fee: \$ Sample per (month/year)
--

OPTION 3 – GOLF COURSE MAINTENANCE

The Proposal must be submitted based on the following:

Option 1: Provide all services at a per year cost, providing all equipment.

Option 2: Provide all services at a per year cost, utilizing and maintaining City owned inventory of Turf Maintenance Equipment.

Contractor to provide new equipment upon retirement of existing equipment. (See Appendix A)

Fee: \$ Sample per (month/year)
--

Proposer can submit Option 1 or Option 2 or both Options.

PART IV: EVALUATION AND SELECTION OF CONTRACTOR

1. Qualifications shall be reviewed by an evaluation committee. The committee determines and prepares a "shortlist" of the highest ranked firms. The short-listing of firms shall be based on qualifications applicable to the scope and nature of the services required by this request.

Determination shall be based on but not necessarily limited to:

- a. The proposer's demonstrated understanding of the City's requirements and plans for meeting those requirements;
 - b. The professional qualifications, related experience and adequacy of the personnel assigned to the project;
 - c. The prior experience and references of the proposer;
 - d. The prior experience, if any, that the proposer has had with the City of Cape Coral;
 - e. Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985; and
 - f. The size and organizational structure of the proposer.
2. The committee may request that each short-listed firm make a presentation and be available for an interview. All expenses, including travel expenses for interviews, incurred in the preparation of the proposal shall be borne by the proposer. After presentations and interviews have been completed, a firm will be selected and a contract will be negotiated and recommended to Council for award.

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PART V: GENERAL CONDITIONS & INFORMATION**1. Submission of Proposals**

Firms shall submit one (1) original hard copy, seven (7) photocopies and one (1) readable/reproducible Compact Disc (CD) completely duplicating the hard copy of the proposal.

Proposals must be in conformance with the detailed submittal instructions and must be delivered by mail or courier personal delivery by the time and date indicated in the legal notice. **PROPOSALS NOT SUBMITTED BY THE DATE AND TIME SPECIFIED WILL BE REFUSED.** The time indicated by the time clock in the Procurement office is considered the official time of receipt. No faxed or email proposals will be accepted.

Proposals may be submitted in person or by mail to the following address:

In person/Courier/Overnight: Cape Coral City Hall Building
1015 Cultural Park Blvd., 2nd Floor
Cape Coral, FL 33990
ATTN: PROCUREMENT MANAGER

By Mail: City of Cape Coral
PO Box 150027
Cape Coral, FL 33915-0027
ATTN: PROCUREMENT MANAGER

Upon submission, all documents become the property of the City of Cape Coral and are subject to public records laws.

2. Rules, Regulations, Laws, Ordinances, & Licenses

The awarded firm shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and local municipality, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required in order to provide this service.

3. Requests for Additional Information or Questions

Direct contact with the Coral Oaks Golf Course is prohibited.

Any requests for additional information or clarification should be submitted in writing to the attention of Vanessa Perez, Contracts Specialist by e-mail vperez@capecoral.net or fax 239-574-0837.

Each Firm shall examine all requests for proposal documents and judge all matters relating to the adequacy and accuracy of such documents.

The issuance of a written addendum is the only official method whereby interpretation and/or clarification of information can be given. If any addenda are issued to this request for proposal, the City will attempt to notify all prospective Firms who have secured same. No addenda shall be issued five business days prior to the proposal due date, without extending the due date.

It shall be the responsibility of each Firm, prior to submitting the proposal, to contact the Procurement Division to determine if addenda were issued and to make such addenda a part of the proposal.

4. Lobbying

All firms and their agents who intend to submit, or who have submitted, bids or responses for this project are hereby placed on formal notice that neither City Council Members, candidates for City Council, members of the Selection Advisory Committee (SAC), nor any employee of the City of Cape Coral are to be lobbied either individually or collectively concerning this project.

Contact should only be made through regularly scheduled Council meetings, SAC meetings scheduled for interviews and/or negotiations, or meetings scheduled through the Purchasing Division, which are for the purposes of obtaining additional, or clarifying information.

Any action, to include dinner or lunch invitations, by a submitting firm that may be interpreted as being within the purview of this requirement shall result in an immediate disqualification from further consideration in this project.

5. Reserves the Right

The City anticipates awarding one or more contract(s) for services as a result of this Request for Proposal. The City, however, reserves the right to reject any and all submitted proposals and to limit the scope of the award.

The City reserves the right to request additional information from Firms as deemed necessary. Notice is also given of the possibility that an award may be made without discussion or after limited negotiations. It is, therefore, important that all proposals are complete in all respects.

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals in its sole discretion, and to waive minor irregularities in the procedures.

6. Contract Cancellation

The resulting contract may be canceled at any time by the City of Cape Coral for any reason, upon a thirty (30) day written cancellation notice.

7. Ownership of Preliminary and Final Records

All preliminary and final documentation and records shall become and remain the sole property of the City. The awarded firm shall maintain original documents thereof for its records and for its future professional endeavors and provide reproducible copies to the City. In the event of termination of the agreement the proposing firm shall cease work and deliver to the City all documents (including reports and all other data and material prepared or obtained by the awarded firm in connection with the project), including all documents bearing the professional seal of the firm. The City shall, upon delivery of the aforesaid documents, pay the firm and the firm shall accept as full payment for its services thereunder, a sum of money equal to the percentage of the work done by the firm and accepted as satisfactory to the City.

8. Electronic Media

The City may require that machine readable information and data, including computer assisted drafting designs (AutoCAD files) be provided by the proposing firm. The proposing firm shall not be liable for claims or losses arising out of, or connected with, modification by the City, or anyone

authorized by the City, decline of accuracy or readability of data due to storage or obsolescence of equipment or software, any use by the City or anyone authorized by the City, of such data for additions to projects except as authorized in writing by the proposing firm.

9. Indemnification

To the extent permitted by law (F.S. 768.28) the proposing firm shall indemnify and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the proposing firm and any persons employed or utilized by proposing firm in the performance of this contract.

10. Equal Employment

In accordance with Federal, State and Local law, the proposing firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or handicap. The proposing firm will be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of this contract.

11. Insurance

Without limiting its liability, the proposing firm shall be required to procure and maintain at its own expense during the life of the Contract, insurance of the types and in the minimum amounts stated in the Acknowledgement of Insurance Requirements form (attached). This will protect the proposing firm, from claims which may arise out of or result from the proposing firm execution of the project, whether such execution by himself or by any sub-consultant, or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. Any questions regarding the insurance requirements should be directed to the Risk Manager, (239) 574-0529.

12. Opening of Proposals

Proposals will be opened and evaluated after the final date and time set for receipt. The City may request proposing firm(s) considered for award to make an oral presentation to a selection board or to submit additional data.

13. Rejection of Proposals

The City reserves the right to reject any and all proposals. It also reserves the right to waive any formalities in connection with proposals.

14. Acceptance of Proposal

Within ninety (90) days after the final submission date for proposals, the City will act upon them. The successful Firm will be requested to enter into negotiations to produce a contract for the project. The City reserves the right to terminate negotiations in the event it deems progress toward a contract to be insufficient.

15. Applicable Law

All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of Cape Coral will apply to any resulting agreement and venue for any action arising out of any agreement shall lie solely in Lee County.

NOTE: The filing of "NOTICE TO OWNER" statements are not required for Public Projects.

16. Qualification of Proposing Firm

Proposals will be considered from firms normally engaged in providing the service requested. The proposing Firm must demonstrate adequate experience, organization, facilities, equipment and personnel to ensure prompt and efficient service to the City of Cape Coral. The City reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions. The City of Cape Coral will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject proposals where evidence submitted, or investigation and evaluation, indicates inability of a firm to perform.

17. Designated Contact

The awarded firm(s) shall appoint a person to act as a primary contact with the City of Cape Coral. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms of the contract.

18. Deviations from Specifications

The awarded Firm shall clearly indicate, as applicable, all areas in which the services proposed do not fully comply with the requirements of this Request for Proposal. The decision as to whether an item fully complies with the stated requirements rests solely with the City of Cape Coral.

19. Precedence of Conditions

The proposing Firm, by virtue of submitting a proposal, agrees that City General Provisions and Terms and Conditions herein will take precedence over any terms and conditions submitted with the proposal, either appearing separately or included.

20. Proposal Withdrawal

After proposals are opened, corrections or modifications to proposals are not permitted, but the proposing firm may be permitted to withdraw an erroneous proposal prior to the proposal award by City Council, if the following is established:

- a. That the proposing firm acted in good faith in submitting the proposal;
- b. That in preparing the proposal there was an error of such magnitude that enforcement of the proposal would work severe hardship upon the firm;
- c. That the error was not the result of gross negligence or willful inattention on the part of the firm;
- d. That the error was discovered and communicated to the City within twenty-four (24) hours of proposal opening, along with a request for permission to withdraw the proposal; or
- e. The firm submits documentation and an explanation of how the proposal error was made.

21. Public Entity Crimes

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 services to a public entity, may not submit proposals on leases of real property to a 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.

22. Contingent Fees Prohibited

The proposing firm must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

23. Project Records

All records in any manner whatsoever to the assigned project, or any designated portion thereof, which are in the possession of the proposing firm or proposing firm's sub-consultants, shall be made available, upon request by the City, for inspection and copying upon written request of the city. Additionally, said records shall be made available, upon request by the City to any state, federal or other regulatory authorities and any such authority may review such. Said records include, but are not limited to, all submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings which document the project. Said records expressly include those documents reflecting the time expended by the proposing firm and its personnel in performing the obligations of this Contract and the records of expenses incurred by the proposing firm in its performance under said contract.

The proposing firm shall maintain and protect those records for no less than five (5) years after final completion of the Contract, ten (10) years for capital improvements to real property or for any longer period of time as may be required by applicable law.

24. Auditable Records

The proposing firm shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City reserves the right to determine record-keeping method in the event of non-conformity. These records shall be maintained for five (5) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

25. Vendor Registration

In accordance with Article VII Division 1 Section 2-148 of the City of Cape Coral Ordinance, passed 7-23-07, prior to proposal award, proposing firm must complete the vendor registration process. Application forms may be obtained by contacting the Procurement Division at (239) 574-0831 or on the City of Cape Coral website at www.capecoral.net. Once in the website, you must scroll to "Register" then "City Vendor". This will take you to the "Procurement" Page from where you may access the Vendor Registration and print the Vendor Registration Form.

26. Unauthorized Aliens

The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this RFP. This applies to any sub-contractors used by the Contractor as well.

27. Waiver

Failure of the City to take any action with respect to any breach of any term, covenant, provision or condition contained in the agreement, or any instance of default thereunder by the awarded firm should not be deemed to be a waiver of any default or breach by the City.

28. Attorney's Fees

Should it become necessary for the City to bring any action against the awarded firm to enforce any of the covenants, provisions, terms or conditions of the agreement, the awarded firm will pay all costs attendant thereto, including reasonable attorney's fees to the attorney representing the City, and said obligation shall apply to declaratory relief, if necessary, to interpret any of the items thereof.

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PROTEST PROCEDURES

1. **Right to Protest.** Any person or firm who is affected adversely by the City's decision or intended decision may protest to the City Council.
2. **Time Limits and Form of Protest.** A protest with respect to an Invitation for Bid or Request for Proposal shall be submitted in writing to the Procurement Division Manager prior to the opening of bids or the closing date of proposals. A protest of a bid shall be filed with the City Procurement Division Manager within five (5) business days (excluding Saturdays, Sundays, and Legal Holidays) after the date of mailing of the notice of intent to award the contract. Only those persons or firms who have been interviewed and ranked shall be permitted to file a protest.

A formal written protest shall be filed within ten (10) days after the filing of the initial written notice of protest. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest within the time limits prescribed herein shall constitute a waiver of the right to protest. Upon the filing of a formal written protest the contractor or vendor shall post a bond, payable to the City of Cape Coral, in an amount equal to five percent of the total bid or estimated contract amount, or five thousand dollars (\$5,000.00), whichever is less. Said bond shall be conditioned upon the payment of all costs which may be adjudged against the protesting contractor or vendor in the event the protest is resolved adversely to the protester. An Irrevocable Letter of Credit or other form of approved security, payable to the City, will be accepted. Failure to submit a bond simultaneously with the formal written protest shall invalidate the protest and the City may proceed to award the contract as if the protest had never been filed.

3. **Hearing.** If the subject of a protest is not resolved by mutual agreement within seven (7) days after receipt of a formal written protest, the matter may, at the option of the City Council, be referred to a hearing officer who shall conduct a hearing within 15 days of receipt of the formal written protest. The hearing officer shall render a recommended order within 30 days after the hearing. The recommended order shall be scheduled on the next Council agenda for final action. If Council so elects; the protest may be heard directly by the City Council.
4. **Stay of Action.** Upon receipt of a formal written protest which has been timely filed, the City shall stop the bid solicitation process or the contract award process until the subject of the protest is resolved either informally or by formal City Council action, unless the City manager sets forth in writing particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
5. **Decision; Entitlement to Costs.** If a protest is sustained and it is determined that the protesting bidder or Architect should have been awarded the contract under the solicitation but is not, then the protesting bidder or Architect shall be entitled to recover from the City the reasonable costs incurred in connection with preparing its bid, but shall not be entitled to recover lost profits or attorneys fees. The decision shall be final and conclusive as to the city unless an appeal is filed or an action is filed in court within ten days of the date of the decision of Council.

OFFICIAL COST PROPOSAL**OPTION 1 – GOLF COURSE LEASE**

Percentage Payable to the City		Estimated Gross Annual Sales		Estimated Annual Payment to the City		Estimated Monthly Payment to the City
_____ %	x	\$ _____	=	\$ _____		\$ _____

Estimated Gross Annual Sales	Annual Fee Payable to City	Monthly Fee Payable to City
\$ _____	\$ _____	\$ _____

Exceptions/Alternatives: _____

OPTION 2 – GOLF COURSE MANAGEMENT

Fee: \$ _____ per (month/year)

Exceptions/Alternatives: _____

OPTION 3 – GOLF COURSE MAINTENANCE

Fee: \$ _____ per (month/year)

Exceptions/Alternatives: _____

COMPANY_____
SIGNATURE_____
ADDRESS_____
NAME (PRINTED)_____
CITY, STATE, ZIP CODE_____
DATE_____
PHONE NUMBER_____
FAX NUMBER

PROPOSER'S CERTIFICATION

I have carefully **examined** this Request for Proposal [RFP-PR11-25/VP](#), which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt of the following **addenda**, and the cost, if any, of such revisions has been included in the price of the proposal:

Addendum # _____	Date: _____	Addendum # _____	Date: _____
Addendum # _____	Date: _____	Addendum # _____	Date: _____
Addendum # _____	Date: _____	Addendum # _____	Date: _____

I hereby propose to provide the services requested in this proposal. I agree that the proposal will remain **firm** for a period of up to one hundred twenty (120) days from the date qualifications are opened in order to allow the City adequate time to evaluate the qualifications.

I agree that the City terms and conditions herein shall take precedence over any conflicting terms and conditions submitted with the proposal and **agree to abide** by all conditions of this proposal.

I certify that all information contained in the proposal is truthful to the best of my knowledge and belief. I further certify that I am duly **authorized to submit** this proposal on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this proposal or bid is genuine and **not collusive** or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Cape Coral of any person interested in the proposed contract, **or for an employee of the City** of Cape Coral; and that all statements in said proposal or bid are true. The undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER/FAX NUMBER

E-MAIL ADDRESS

State of _____

County of _____

This foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, who is personally known to me or produced _____ as identification.

Signature of Notary

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

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(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, as required per IRS Form W-9. Social Security Number may be required for one or more of the following purposes: identification and verification; credit worthiness; billing and payment; data collection, reconciliation, tracking, benefits processing and tax reporting. Social Security Numbers are also used as a unique numeric identifier and may be used for such purposes.

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 with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or 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 a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "**affiliate**" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime, or;
 2. An entity under the control of 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 offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the 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 fair market value under an arm's length agreement, shall be a 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)(c), 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 a 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 the entity.

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES (page 2)

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

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have 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, member, or agents who are active in 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 subsequent **proceeding** before a Hearing Officer of the State of Florida, Division of Administrative Hearing 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 THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH 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 OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day
of _____, 2011.

(Notary Public)

My Commission Expires: _____

STATE OF _____

COUNTY OF _____

FORM 3A - INTEREST IN COMPETITIVE BID/RFP FOR PUBLIC BUSINESS

LAST NAME, FIRST NAME, MIDDLE NAME	OFFICE POSITION HELD
MAILING ADDRESS	AGENCY
CITY ZIP COUNTY	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. This form has been promulgated by the Commission on Ethics for such disclosure, *if and when applicable* to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by 112.313(12)(b), Fl. Stat. (1983))

1. The competitive bid to which this statement applies has been/will be (strike one) submitted to the following government agency:		
2. The person submitting the bid is:	Name	Position
3. The business entity with which the person submitting the bid is associated is:		
4. My relationship to the person or business entity submitting the bid is as follows:		
5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:		
a. The realty, goods and/or services to be supplied specifically include:		

b. The realty, goods and/or services will be supplied for the following period of time: _____		
c. Will the contract be subject to renewal without further competitive bidding? ____ Yes ____ No. If yes, how often? _____		
6. Additional comments:		
7. Signature	Date Signed	Date Filed

FILING INSTRUCTIONS

If you are a state officer or employee required to disclose the information above, please file this form with the Secretary of State at the Capitol, Tallahassee, Florida 32301. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.

NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00

DRUG FREE WORKPLACE CERTIFICATION

In order for the City of Cape Coral to continue as a drug-free workplace, 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/proposal, a copy of the statement specified in section (1).
4. In the statement specified in section (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction, 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 policy.

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

Company Name (please print)

Authorized Signature

Date

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

Insurance: The following insurance will be required by the CITY OF CAPE CORAL.

Workers' Compensation: covering all employees meeting statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000.00 each accident.

Comprehensive General Liability: coverage shall have minimum limits of \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage, and Contractual Liability Endorsement.

Professional Liability: (errors and omissions) coverage shall have minimum limits of \$1,000,000.00 per occurrence with respect to negligent acts, errors or omissions in connection with the professional services to be provided and any deductible not to exceed \$50,000.00 each claim.

Business Vehicular Liability: coverage shall have minimum limits of \$1,000,000.00 per occurrence. Combined single limit for Bodily Injury Liability, and Property Damage Liability: This shall include owned vehicles, hired and non-owned vehicles and employees non-ownership.

Pollution Control: coverage shall have minimum limits of \$1,000,000.00 per occurrence.

Certificate of Insurance: The City of Cape Coral is to be specifically included as an additional insured on the General Liability and Professional Liability policy.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued thirty (30) days prior to said expiration date.

The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy.

Unless otherwise specified, it shall be the responsibility of the proposing firm to ensure that all subcontractors comply with the same insurance requirements spelled out above.

All certificates of insurance must be on file with and approved by the City of Cape Coral before the commencement of any work activities. Waivers of subrogation shall also be provided upon approval of the applicable insurers.

The proposing firm shall "flow down" the requirements of this provision to all sub-consultants.

The limits of insurance required above must be retained throughout the term of the contract. The proposing firm must notify the City immediately if any of the required coverage limits are reduced due to claim activity or for any other reason.

Policies should be written on an "occurrence" basis.

Statement of Offeror:

We understand the requirements requested and agree to fully comply.

OFFEROR'S NAME AND TITLE

AUTHORIZED SIGNATURE

DATE