



The Club at Hidden Creek
3070 PGA Blvd. Navarre Fl. 32566
850-939-4604

NOTICE OF REQUEST FOR PROPOSALS

Lease or other options for operating agreement of restaurant, bar & upstairs club house at The Club at Hidden Creek Golf Course in Navarre, FL

RFP No. 072021 By The Club at Hidden Creek

Dated this 22nd day of July 2021

Publication Dates: July 27th 2021

SEALED PROPOSALS will be accepted by the Holley-Navarre Water System, Inc., until 4:00 P.M., August 31st 2021, for:

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

Proposal documents may be obtained in the office of Holley-Navarre Water System, Inc., at 8574 Turkey Bluff Road, Navarre, FL 32566. A pre-proposal inspection of the facilities is available. Please contact Dr. Dallas Peavey Jr. or by email at dpeavey@hnws-fl.com to schedule an appointment. RFP available on website and BidNet. Links located on TCHC and HNWS website under procurement.

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

INTRODUCTION AND BACKGROUND

Qualified individuals or business entities are invited to submit a proposal to lease the restaurant, bar and event facility located at 3070 PGA Blvd., Navarre, FL 32566 for the sole purpose of operating a public restaurant, and catering events including weddings.

NATURE OF SERVICES REQUIRED

TCHC, seeks proposals from an individual or company, hereafter referred to as "Operator, to lease and operate a restaurant at 3070 PGA Blvd., Navarre FL 32566. The Operator supplying this service must be experienced in the restaurant industry and be able to operate an effective, healthy, and safe restaurant operation which complies with all applicable local, county, state and federal policies, procedures, rules, regulations, codes and laws. The Operator must be able to obtain all pertinent kitchen, restaurant and facility operational



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permits and licenses and pay all associated local, county, state, and federal fees, registrations and taxes. The Operator will be fully insurable to TCHC established levels of coverage, name TCHC as policy co-insured, and keep in effect all required coverages during the term of the agreement for services; if chosen as the successful lessee.

Additional Requirements & Responsibilities of Proposer:

- Have a proven track record in restaurant management/ownership and event planning and catering.
- Upkeep of all kitchen equipment, appliances, service equipment, pots, pans, dishes, glasses, silverware, etc. and replacement or repair if necessary.
- Point of Sale system that is capable of providing monthly reports on sales, revenue, etc.
- Secure and maintain liquor license.
- Operate in a legal, ethical and professional manner at all times.
- All marketing, advertising and promotional costs related to restaurant/bar/catering operations including any signage related to a name change of restaurant, if desired. Any changes must have prior approval of TCHC Board.
- Work closely with Hidden Creek GM/Golf Pro to coordinate potential catering opportunities for golf tournaments including the use of the dining room,
- Will not undercut prices of beverages or food sold by the Club at Hidden Creek.
- Provide quality food service to the public, golfers, and Members of Hidden Creek.
- Respond to complaints quickly and professionally.
- Attend monthly TCHC Board Meetings, provide monthly revenue reports and updates on operation.
- Responsible for cleaning all areas of the building occupied or used. Including the entry area, covered pavilion and patio areas, upstairs bathrooms and providing all paper products for same.

Responsibilities of TCHC:

- All building maintenance (except cleaning of bar, restaurant, bathrooms and kitchen) including heating / ac system, walk in coolers and freezers, exterior, roof and all of downstairs of main building and all external buildings and the parking lot grounds.



- Allow restaurant/bar/catering to operate under Hidden Creek liquor license for up to 90 days, until Lessee acquires own license. However, the lessee shall hold TCHC harmless from any negligence on the operator.
- Hidden Creek will maintain their food and liquor sales in their “Turn” snack bar, pro shop and for golf tournaments and may, at their discretion, bring in outside caterers for events.

Description of Facilities

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

Improvement and Signage

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

Fees

Operator shall pay monthly electric, cooking gas, water/sewer and trash expenses for restaurant/bar/kitchen area plus a monthly payment to be negotiated. Checks made payable to The Club at Hidden Creek.

Taxes

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



MINIMUM QUALIFICATIONS

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

TERM OF AGREEMENT

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

PROPOSAL SUBMISSION PROCEDURES

Operator shall submit one (1) original and three (3) copies of the Proposal, enclosed in an envelope, which shall be sealed and addressed to Dr. Dallas Peavy at The Club at Hidden Creek. The envelope should be clearly labeled with the proposal title and name of Individual or firm submitting the proposal. The Club at Hidden Creek will accept submissions no later than 4:00 P.M., CST, August 1, 2021. Proposals received after the specified time and date will NOT be considered. The TCHC will not be responsible for failure of the United States Post Office, private courier or any other delivery service to deliver a proposal to the appointed place at the specified time.

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

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



GENERAL TERMS AND CONDITIONS

A. Important Notice

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

The TCHC reserves the right to:

1. Modify or otherwise vary the terms and conditions of this RFP at any time, including but not limited to, deadlines for submission, schedules and proposal requirements.
2. Waive irregularities in the proposals.
3. Reject or refuse any or all proposals, or to cancel and withdraw this RFP at any time.
4. Negotiate with any or all proposers in order to obtain terms most beneficial to the TCHC.
5. Accept the proposal, which in TCHC 's sole and absolute discretion, best serves it's interests of the members

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

B. Legal Responsibilities

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



C. Permits and Licenses

Business License Certificate

Operator/Lessee shall be required to possess, at his/her own expense, Permits required to operate a restaurant and bar.

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

D. Insurance

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

Additional Insured

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



Indemnification

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

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

Deductibles and Self-Insured Retention

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

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



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

Original insurance certificates and endorsements are to be mailed or delivered to: TCHC, Attn: Dr. Dallas Peavey Jr. at 3070 PGA Blvd. FL 32566.

- **This is a request for proposals and not a legal binding document**