

CITY OF GULF BREEZE

**Request for Qualifications/Request for Proposals (RFQ/RFP):
Golf Course Operational Audit and Business Plan Development**



**City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, Florida 32561**

**Operational Audit and Business Plan Development for Tiger Point Golf Course
Request for Qualifications/Proposals (RFQ/RFP)**

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CITY OF GULF BREEZE
NOTICE OF REQUEST FOR QUALIFICATIONS/PROPOSALS

The City of Gulf Breeze, Florida, is issuing a Request for Qualifications/Proposals in order to select an experienced and qualified professional firm to perform an operational audit and prepare a business plan for Tiger Point Golf Course, which is owned by the City. The RFP/RFQ is available at www.cityofgulfbreeze.us or by contacting Curt Carver, Deputy City Manager at ccarver@gulfbreezefl.gov.

Sealed proposals will be received by the Office of the City Clerk, 1070 Shoreline Drive, Gulf Breeze, Florida 32561, up to 10:00 AM, on January 8, 2015.

Proposals are to be typed on the firm's letterhead, specifically referring to the project and the scope of services, containing all required information. That information is to be submitted in one (1) original form plus five (5) copies and an electronic copy in PDF form (on CD or flash/thumb drive) and placed in a sealed package clearly marked on the outside **"Tiger Point Golf Course-Operational Audit and Business Plan Development"** and addressed to: City of Gulf Breeze, City Clerk, 1070 Shoreline Drive, Gulf Breeze, Florida 32561

The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFP to the Deputy City Manager, fax number at (850) 934-5114 or e-mail address at ccarver@gulfbreezefl.gov. The City will respond to written, emailed or faxed, inquiries received at least five (5) working days prior to the deadline for submission of proposals and responses will be posted on the City's website.

1 Introduction

The City of Gulf Breeze, Florida (the City) is seeking the services of a qualified consultant to conduct an operational audit, market feasibility and business plan development study which will satisfy the requirements described in this RFQ/RFP. The purposes of this effort are to assess the operations and financial viability of the Tiger Point Golf Course (Tiger Point), analyze the local and regional competitive golf markets, develop a sustainable business plan, a strategy for implementation of such a plan and related capital improvements. It is intended that this study be conducted by a firm or individuals who possess considerable knowledge of and exposure to a wide variety of golf course facilities and operations, particularly full service municipal courses located in the Southeast. Information from this study will assist the City in shaping a realistic vision for the future of the facility. Interested parties are required to respond in written form to this request for proposals. Documentation supporting qualifications to provide requested services shall be submitted. Respondents must be bona fide providers of the products and services requested.

The objective of this RFQ/RFP is to provide sufficient information to enable qualified Respondents to submit written proposals for an operational audit, market feasibility and business plan development study to assess the operations and financial viability of the Tiger Point, analyze the local and regional competitive golf markets, develop a sustainable business plan and a strategy for implementation of such plan and to make recommendations regarding certain major capital improvements.

2 Background Information

The City is located on Florida's western panhandle at the end of the Fairpoint Peninsula in Santa Rosa County. It is a small, beautiful community, bounded on the north, west and south by water that prides itself on its small-town character, quality education, excellent local government, superb parks and recreation facilities. It covers approximately five square miles and has 6113 residents. Gulf Breeze is separated on the north by a three mile bridge across Pensacola Bay from the City of Pensacola and Escambia County, and the south by the Bob Sikes Bridge (commonly known as the Pensacola Beach Bridge) over Santa Rosa Sound to Pensacola Beach. To the east is the 1,329 acre Naval Live Oaks Reserve of the Gulf Islands National Seashore. As a result, residents enjoy a quiet residential community just a few minutes from the Gulf of Mexico and the City of Pensacola. Gulf Breeze has 18 miles of waterfront and three protected bayous where residents enjoy all sorts of waterfront activities. The City has two of the best boat ramps in the area in close proximity to the Pensacola pass located at Shoreline Park and Wayside Park. There are 105 acres of undeveloped park property along the water for a leisurely walk in the woods.

The City is governed by an elected Mayor and four City Council members who direct a City Manager. The City Manager in turn, is responsible for the day-to-day operations of the City's departments. It has a stable, full-service, innovative government, which is recognized as a leader in financial affairs. The City has five enterprise funds consisting of an 18-hole golf course, a natural gas utility, water and wastewater utilities, storm water utility and a financial services bond pool program. The City has over 517 acres devoted to recreation. In addition to Tiger Point, recreational opportunities include multiple parks, a modern recreational center, ten lighted tennis courts and a popular boat launch. The City's demographics are as follows: total population 6113, 48.5% males/51.5% female, estimated median age 47 years old, median household income \$75,954. The per capita median income is \$42,955. Home ownership rate is 73.9%

2.1 Course and Facilities

The City acquired Tiger Point Golf Course in 2012 at a cost of \$2.9 million. Since acquisition, the City has invested another \$1.9 million in capital and other improvements to rehabilitate the facility. Tiger Point was originally purchased with a collateralized loan. This debt and other capital and operational costs will likely be refinanced with municipal bonds in the future.

Tiger Point consists of 308 acres originally designed for two 18-hole courses, known simply as the East Course and West Course. At the time of acquisition, only 27 holes were operating. The West Course had been damaged a decade earlier by Hurricane Ivan and the prior owner had never fully repaired the course. Only nine holes of the West Course were playable. Earlier this year, play was stopped on the nine-hole West Course to prepare for the possible reconstruction of another 18-hole course on this portion of the property. More information on Tiger Point can be found at its website: www.tigerpoint.com.

While owned by the City, Tiger Point is located outside of City limits. Within the course property is the South Santa Rosa Utility System (Utility) wastewater treatment plant, which is owned and operated by the City. Tiger Point is a key component of the Utility allowing it to dispose of the plant's treated wastewater on the course where it is reintroduced into the local aquifer through the golf course's irrigation system. Currently, the irrigation system is permitted for 1.3 million gallons of treated effluent per day. The ability to expand the treatment plant and to control the continued disposal of treated wastewater effluent on Tiger Point was a fundamental reason for the City's acquisition of the golf course property. As such, the City will continue to emphasize the needs of the Utility in relationship to golf course activities.

The East Course was constructed in 1979 and designed by Jerry Pate. It is a par 72 non-returning Coastal Links Style course with water in play on 14 holes. Total distance is 7041

yards. The East Course is a challenge for the low handicap golfer. Six sets of tees at each hole allows golfers to choose the level of difficulty that best fits their game and handicap. A new West Course design is presently underway. The City has selected Robert C. Walker for this design. The current design proposal includes a par 71 returning Coastal Links Style course that will be well suited for the mid to high handicap recreational golfer. Total distance is currently planned at 6593 yards. The actual design and construction schedule has yet to be finalized. It is estimated that this improvement will cost approximately \$3.6 million. The project and its funding source is currently under evaluation by the City Council. It is expected that the successful Respondent will provide recommendations to the City on the feasibility of this project.

Tiger Point offers golfers of all handicaps both a challenging and enjoyable round of golf. The course has a grass driving range, a full service food and beverage facility and fully stocked Pro Shop. Plans are currently underway to renovate a vacant structure next to the Club House in order to relocate the Pro Shop and move it out of the Club House. The cost of this project is \$160,000. The space which will be freed up in the Club House will be converted to additional dining/bar area. The second phase of this project is a major renovation of the club house at an estimated cost of \$1.4 million. Preliminary designs increase the general dining and bar area capacity from 174 to 202 and banquet capacity from 100 to 240 persons. The City is in the early stages of this process and the project and funding sources are being evaluated. It is expected that the successful Respondent will provide recommendations to the City on the feasibility of this project.

The complex currently includes the following:

- 18-hole golf course.
- Comprehensive practice facility with driving, putting and chipping areas.
- Two story Club House, including Pro Shop, restaurant and bar facility with indoor seating for 74 patrons, banquet room with seating for 100, an outside patio area that can seat 100 diners, conference room, storage rooms, men's/women's locker rooms and administrative offices.
- Golf cart barn and 2 maintenance buildings.
- Landscaped entry way and parking lot.

The course is open 364 days per year and closed Christmas. Hours of operation are 7:30 AM to dark, weather permitting. The restaurant hours are 11:00 AM to 5:00 PM, Monday thru Wednesday, 11:00 AM to 9 PM, Thursday thru Saturday and 10:00 AM to 5:00 PM on Sunday. Tiger Point is a family facility operated by a welcoming staff. Tiger Point

receives play from area residents that pay an annual membership fee as well as those residents and visitors that pay on a per-play basis. The fee structure for the memberships and cart fees is shown below:

Membership Fees

<i>Membership Type</i>	<i>Monthly Fees</i>
Single	\$180.00
Family	\$225.00
Active Military Single	\$109.00
Active Military Family	\$129.00
Junior	\$ 45.00
Corporate*	\$259.00

*Includes 2 designees, up to 6 additional for \$100 each.

Cart Fees

18-hole cart fee	\$18.00
Walk*	\$10.00
Cart Plan Single	\$150.00
Cart Plan Family	\$180.00
Trail Fee Single**	\$130.00
Trail Fee Family**	\$150.00

* Member/guests only

**Available to members with private carts only.

Member Guest Prices

Until Noon	\$34.95
Noon to 4:00 PM	\$24.95
4:00 PM and after	\$19.95

Tiger Point is a host location for the First Tee of Northwest Florida and the PGA Junior League. In addition, Tiger Point offers participation in the Gulf Breeze Junior Golf League during the fall, winter and spring months, designed to keep juniors involved with golf year-round.

Currently, all golf course management and maintenance, as well as Pro Shop activities, are performed by staff who are employed by the City. All the equipment used on the golf course is owned by the City. Merchandise in the Pro Shop is sold through an IBS point of sale system with the Golf Professional managing the inventory and setting pricing. The restaurant and catering facility is also managed by City staff. Servers however, have been hired through a temporary employment agency.

2.2 Operations

Financial Performance

Tiger Point was purchased “as is” by the City for \$2.9 million. That purchase price reflected the deteriorated condition of the facility and its equipment. Since acquiring Tiger Point in December 2012, the City has invested another \$1.9 million for improvements to the course, club house repairs, equipment repairs and purchases and design/planning services related to future capital improvements and operations. .

During the first twenty-two months of operation, the City has sustained substantial operating losses beyond the renovation investment. For FY13 and FY14, those operating deficits total \$990,034. To date, these losses have been absorbed by the Utility. Financing the acquisition and reimbursing the Utility for these deficits will be evaluated by the City Council in the future. Another operating deficit of \$553,045 is projected for FY15. The following table depicts this financial experience through September 30, 2014:

	FY13	FY14	FY15
Revenues			
Food and Beverage	\$234,647.68	\$500,079.46	\$588,000.00
Golf	\$1,069,261.88	\$1,286,458.75	\$1,295,000.00
Miscellaneous	<u>\$8,785.96</u>	<u>\$18,698.78</u>	<u>\$0.00</u>
Total Revenues	\$1,312,695.52	\$1,805,227.99	\$1,883,000.00
Expenses			
Administration	\$660,441.04	\$1,154,548.39	
Food and Beverage	\$445,755.40	\$552,094.17	\$821,686.00
Golf	<u>\$1,130,825.95</u>	<u>\$2,170,222.44</u>	<u>\$1,614,359.00</u>
Total Expenses	\$2,237,022.39	\$3,876,865.00	\$2,436,045.00
Surplus/(Deficit)	(\$924,326.87)	(\$2,071,637.01)	(\$553,045.00)
Less Renovation/Capital	<u>\$691,520.00</u>	<u>\$1,425,935.00</u>	<u>\$0.00</u>
"Operating Deficit"	(232,806.87)	(645,702.01)	(553,045.00)

For the 10 months the City owned Tiger Point in FY13, there were a total of 30,993 rounds of golf played on the course. During FY14, that number was 33,342. In that same period, 31 golf tournaments were held.

Aside from the regular food and beverage operations, the Club House restaurant served forty-three banquets and hosted twenty-one weddings.

3 Response Submission Requirements

3.1 Proposal Submission Requirements and Deadline

Hard Copy Submissions:

An original and five (5) copies and a digital copy on CDROM or flash drive of the proposal must be submitted in a sealed envelope, with the following information prominently displayed on the envelope:

Tiger Point Golf Course - Operation Audit and
Business Plan Development
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, Florida 32561

Hard copies of the Proposals may be delivered by either commercial parcel or hand-delivered service, received and stamped by the City Clerk no later than 10:00 AM on January 8, 2015. Proposals must be shipped in one box or package. If the proposal is sent by mail or commercial parcel service, the Respondent shall be responsible for actual delivery of the proposal to the City Clerk's Office before the deadline. All proposals become the property of City. The content of all proposals shall be held confidential and sealed until after the submission deadline.

Each hard copy proposal set must be sealed to provide confidentiality of the information prior to the deadline date and time. The City Clerk's Office will not be responsible for premature opening of proposals not properly labeled.

If more than one proposal is submitted by a single Respondent, each proposed alternative set shall be packaged and submitted separately. Additionally, the Respondent must treat each proposal submitted as a separate and distinct submission and include in each proposal all materials, information, documentation and other items this RFQ/RFP requires for the proposal to be complete and acceptable.

3.2 Late Proposals, Modifications, or Withdrawal

Proposals received after the due date and time indicated will not be accepted or considered. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified shall be sealed and submitted to the City Clerk's Office prior to the proposal submission deadline. Following the deadline date proposals will be considered firm.

3.3 Timetable

Key milestones for the procurement are shown below. Respondents shall note that the dates provided are provided as a guideline only and are subject to change as the City deems in its own best interests.

RFQ/RFP Issued: November 26, 2014

Deadline for Written Questions: December 30, 2014

Proposal Submission Deadline: January 8, 2015

Questions received after 5:00 PM, December 30, 2014 will not be considered for response.

3.4 Project Contact

The Deputy City Manager shall be the sole point of contact for purposes of information concerning this RFQ/RFP. Any formal requests for clarification, questions, or additional information regarding this RFQ/RFP shall be submitted in writing no later than 5:00 PM on December 30, 2014 per the following contact information:

Curt Carver
Deputy City Manager
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, Florida 32561
Phone: (850) 203-6033
Fax: (850) 934-5114
ccarver@gulfbreezefl.gov

3.5 Exceptions

Any exceptions to the attached specifications, terms and conditions, RFQ/RFP objectives, or the Services Contract (enclosed) must be clearly stated in the space provided in this RFQ/RFP (Article III). If any exceptions are taken, an explanation must be made giving in detail the extent of the exception and the reason for it. Failure on the part of the Respondent to list exceptions as instructed above will be interpreted that the Respondent as taken no exceptions and that the proposal is in complete conformance to the specifications and RFQ/RFP objectives contained herein. Any exceptions or deviations discovered after the closing date will be to the Respondent's account and, consequently, will not be considered or negotiated.

3.6 Price Quotations

All prices shall be quoted in U.S. dollars. Where uncertainty exists, quote estimated costs or a range of costs. Unless Respondents specifically note otherwise, prices quoted will be considered firm. If any additional purchases are required through one year from award date of this Contract, they shall be at the Contract unit price. In case of error in the extension of prices in the proposal, the unit prices shall govern.

3.7 Acceptance of RFQ/RFP Content

Provisions of the RFQ/RFP and the contents of the successful response will be used for establishment of the final contractual obligations. The City retains the option of canceling the award if the successful Respondent fails to accept such obligations. The City and the successful Respondent shall enter into a written Contract for the work to be performed. It is expressly understood that any part(s) of this RFQ/RFP and the Respondent's proposal may be attached and included in an Agreement signed by the City and the successful Respondent.

3.8 Proposals Binding

All proposals submitted shall be binding upon the Respondent, if accepted by the City, for 120 calendar days from the proposal submission deadline. No proposals may be withdrawn during this 120-day period.

3.9 Duly Authorized Signature

The proposal must contain the signature of a duly authorized officer of the Respondent empowered with the right to bind the Respondent.

3.10 Proposal Costs

The Respondent shall be responsible for any and all costs incurred in the development and submission of this proposal. The City assumes no contractual obligation as a result of the issuance of the RFQ/RFP, the preparation or submission of a proposal by a Respondent, the evaluation of an accepted proposal, or the selection of finalists. The City shall not be contractually bound until the City and the successful Respondent have executed a written Contract for performance of work.

3.11 Economy of Proposals

Proposals and presentations should be prepared simply and economically, providing a straightforward and concise description of the Respondent's capabilities to satisfy the requirements of the RFQ/RFP. Special bindings, colored displays, etc. are not necessary. Emphasis should be placed on completeness and clarity of content.

3.12 Multiple Proposals

Multiple proposals or substitutions will be considered and are defined as the submission by the same Respondent of two or more responsive proposals offering an alternative which meet the requirements of the RFQ/RFP. Multiple proposals shall be submitted separately and will be evaluated as independent proposals.

3.13 Prime Contractor Responsibility

Respondents have the option of subcontracting for products and services they propose. If any products or services are to be subcontracted, the Respondent shall provide, within the proposal, a description of the subcontracting organization and the contractual arrangements made therewith. All subcontractors will be subject to approval by the City. The successful Respondent will also furnish the corporate or company name and the names of officers or principals of said companies proposed as subcontractors. The City will consider the prime contractor to be solely responsible in all contractual matters, including payment of any and all charges resulting from such subcontractor arrangements. The successful Respondent shall cause appropriate provisions of its proposal to be inserted in all subcontracts ensuing to insure fulfillment of all contractual provisions by subcontractors.

3.14 Complete Services/Products

The successful Respondent shall be required to (1) provide and perform all necessary labor; and (2) perform and complete the work in accordance with City and industry best

practices, with due diligence, and in accordance with the requirements, stipulations, provisions, and conditions of this RFQ/RFP and the resultant Agreement.

3.15 Communication Restrictions

From the release of this RFQ/RFP until execution of a contract, prospective Respondents may not communicate with City staff concerning this RFQ/RFP except through the Project Contact (see Section 3.4). If a prospective Respondent engages in any unauthorized communication, the City may reject that vendor's proposal and/or disqualify the Respondent from consideration.

3.16 Addendum to the RFP

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda. Respondents should not rely on any representations, statements or explanations other than those made in this RFQ/RFP or in any written addendum to this RFQ/RFP. Where there appears to be conflict between the RFQ/RFP and any addenda issued, the last addendum issued shall prevail.

It is the Respondent's responsibility to assure receipt of all addenda. The Respondent may verify with the Deputy City Manager prior to submitting a proposal that all addenda have been received. Respondents are required to acknowledge the number of addenda received as part of their proposals.

Respondents who obtain copies of this RFQ/RFP from sources other than the City risk the potential of not receiving addenda, since their names will not be included on the Vendor List for this particular RFQ/RFP. Such Respondents are solely responsible for those risks.

3.17 Negotiations

The City reserves the right to select the proposal that best fits the requirements of the City, enter into contract negotiations, and/or request revised proposals from the recommended Respondent. If the City and the recommended or selected Respondent cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with another recommended selected Respondent. This process will continue until a contract acceptable to the City has been executed or all selected proposals are rejected. No Respondent shall have any rights against the City arising from such negotiations or termination thereof.

3.18 Cancellation

The City reserves the right to cancel this RFQ/RFP and/or any planned award for any or no reason as it deems in its own best interests, at no additional costs to the City.

3.19 Reserved Rights

The City reserves the right to check all references furnished and consider responses received in determining the award. The City reserves the right to perform investigations as may be deemed necessary by the City to assure that competent persons will be and are utilized in the performance of the Agreement and to verify the accuracy of the contents of proposals.

The City reserves the right: (1) to accept or reject any and/or all proposals either in whole or in part; (2) to waive any and all technicalities and to waive any defect in a bid which does not materially alter the specifications; and (3) to make such awards which best suit the needs of the City of Gulf Breeze.

4 Proposal Submittal and Format

In order to expedite and simplify proposal evaluation and to assure that each proposal receives the same orderly review all proposals should adhere to the format described in this section. A completed, signed copy of this RFQ/RFP document shall be submitted as part of the proposal response for both hard and electronic copies. The Respondent name and/or initials shall be entered in the areas provided in the RFQ/RFP. Proposals should contain the elements of information specified. All proposal sections and pages should be appropriately numbered. Any variances from specifications, which may be proposed, must be specifically noted as an exception as provided for in Article III.

Proposals must include a table of contents listing all sections, figures, and tables. Major sections and appendices should be separated by labeled index tabs. Pages may be double-sided and must be numbered.

All responses, documents, terms, and information related to the Respondent's response to this RFQ/RFP shall be submitted with the response package prior to the submission deadline. No separate schedules, agreements, terms, conditions, etc. shall be recognized or accepted if not submitted with the response to this RFQ/RFP.

4.1 Scope of Services

Minimum Requirements:

This assessment will provide a critical review of current operations at Tiger Point Golf Course involving all business elements including, but not limited to:

- Individual profit centers (Food & Beverage Operations, Pro Shop, and Carts)
- Clubhouse operations
- Maintenance equipment inventory
- Maintenance practices
- Agronomic review
- Fee structures
- Membership/marketing plan
- Capital improvement needs
- Financial statements
- Lease agreements
- General operational procedures
- Management structures and alternatives

This study will also provide a business plan and a strategy for implementation of the plan that will lead the course to financial sustainability. The study and report must include the following elements.

Stakeholder involvement

The proposal must describe the consultant's approach to obtaining input from key stakeholders, the scheduling of stakeholders input processes within the study timeline and explanation of how stakeholder input will be used to inform the study. Key stakeholders minimally include:

- Interested golfers
- Management and staff of Tiger Point Golf Course
- City Council members
- City Manager and key staff

Operational Analysis

This element of the study must identify and examine business elements of the Tiger Point Golf Course. This must include, but is not limited to, the following: How are the operational areas structured; does the structure lend itself to maximizing revenues and controlling expenditures; determine the reliability and integrity of financial and operational

information; determine the effectiveness, efficiency and economy of the operations; determine if assets are safeguarded; determine if safety and risk management goals are in place; determine that the operations are in compliance with appropriate laws, regulations and contracts.

Competitive Market Analysis

This element of the study must identify and assess Tiger Point Golf Course's competitive market including the physical and operating characteristics of competitor golf complexes and their golf and other food and beverage services. Issues such as location, type of facilities and facility characteristics, rounds played, golf rates and fees, types of food and beverage service must be considered. Analysis shall at a minimum include:

- Review of the market and financial performance of course
- Analysis of national, regional, and local trends in public golf including supply and demand
- Recommendation for the appropriate market positioning for Tiger Point Golf Course in the future

Tiger Point Golf Course Business Plan Development

The goal of this aspect of the assessment is to maximize the determined market potential of the facility and therefore, must include the following:

- Justification and relevant supporting data/evidence for the recommendations
- Key operating characteristics of each business element
- Relevant service and financial indicators; (e.g., paid rounds, average green fee revenue per round, average food and beverage revenue per round, maintenance costs per hole, etc.)
- Financial potential and analysis of each business element. This must provide a five-year projection of cash flow and net operating income; revenue and expenditures from each business element; appropriate reserves; and activities and service levels of each business element.

Future Capital Improvement Analysis

- Feasibility and financial viability of constructing a new West Course
- Identify the most desirable classification for West Course (i.e. Par 3, Executive or Championship)
- Feasibility and financial viability of expanding food and beverage operations with Club House renovations.

- Feasibility and financial viability of relocating Pro Shop to existing accessory building.

Implementation of Business Plan

This element of the study must lay out a strategy for implementation of the Business Plan. This must include the following for successful implementation:

- Formal procedural steps (City Council action)
- Operational procedures
- Staff structure
- Financial procedures
- Infrastructure needs
- Management goals
- Management structure recommendations
- Capital Improvement recommendations
- Relative pricing recommendations

4.2 Deliverables

Detailed proposals shall include but not be limited to:

Introductory letter and brief executive summary including:

- Verification of a completed, signed copy of the RFQ/RFP in its entirety with the Respondent name/ initialed where requested
- Company name and business address, telephone number, fax number, internet address, and taxpayer identification number
- Identify the person by name, title, and signature that is authorized to negotiate and/or obligate the organization
- Identify the contact person responsible for this response, including phone, fax, and email address
- Acknowledge the proposal is considered firm for one hundred twenty (120) days after the due date for receipt of proposals or receipt of the last best and final offer submitted
- Acknowledge all costs that are detailed in your proposal

References and experience of comparable work, include a contact name and current telephone number of at least three (3) similar projects of similar size and scope, including the lead consultant assigned to each project referenced. The description must provide the following information at minimum: Organization Name, Contact

Person with Address, Telephone Number and Email Address, Participating Organization, Date of initiation, Status of work and Discussion of activities, strategies, and outcomes.

- Name and qualifications of all key personnel anticipated to be involved in the project including the lead consultant that may be assigned to this project. A copy of all licenses, certifications and résumés shall be included with the proposal response.
- Project narrative describing the firm's approach to completing the project, including specifying key project milestones and dates of the firm's representative(s) attending meetings in Gulf Breeze.
- An estimate of the amount of staff time, expressed in hours, required to complete the project
- Complete project costs expressed in unit and aggregate terms, including all-inclusive rates for any additional services

5 Proposal Evaluation

This RFQ/RFP is being published with notice that the City intends to award the project on the basis of best-qualified/best-value (as determined by the City). This process allows firms to offer the most appropriate solution(s) in order to meet the needs and requirements of the City. Best-value procurement also means that the selection of a firm(s) shall be determined by the proposal(s) which offers the best performance with weighted consideration for assigned personnel, qualifications, experience, as well as price, while maintaining the consideration for the intended use of the City. The award decision shall be made based on the multiple factors in this document. Company and staff experience, qualifications, certifications and quality shall be considered to be integral performance factors.

After submission of the proposals the evaluation process may consist of the up to four distinct phases:

5.1 Review for Defects

Proposals will be reviewed for their timeliness, format, and completeness. Proposals may be rejected by being late, incomplete, non-submission of binding signatures, or incorrectly formatted. This review may waive any defects or allow vendors to submit a correction if determined in the best interest of the City. If a proposal is late it will be rejected; the proposal set will not be opened or evaluated for format or completeness.

5.2 Proposal Review

An evaluation committee (as determined by the City) will evaluate and numerically score each proposal that has passed the Review for Defects. The evaluation will be according to the criteria defined herein. The committee may also have portions of the proposal reviewed and evaluated by independent third parties or City personnel with technical or professional experience that relates to the evaluation criteria.

5.3 Proposal Evaluation Criteria

The evaluation team will develop a composite rating indicating the collective ranking of the highest rated proposals in descending order. The evaluation team may then conduct interviews with only the top ranked Respondents, usually the top two (2) or three (3) depending upon the number of proposals received. Negotiations shall be conducted with Respondents so selected. The evaluation committee may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

The City will use the following criteria to evaluate the RFQ/RFP proposals which, in the City's opinion, will best serve the City's interest in obtaining the desired service levels.

- Past demonstrated performance in similar services including but not limited to, control of cost, quality of work, ability to meet schedules, staff and company stability. (25 points)
- Past performance with the City of Gulf Breeze (5 points)
- Professional qualifications and certifications, relevant experience of project manager and designated local staff (20 points)
- References (10 points)
- Respondent's organizational financial stability, longevity, and ability to sustain an undertaking of this magnitude and gravity. (15 points)
- Rates associated for services provided. (25 points)

If the committee finds that one or more proposals should be given further consideration, the committee may select one or more Respondents to be invited to interview. The committee may alternatively choose to make an award based solely on the Proposal Review.

5.4 Interviews/Oral Presentations/and Onsite Visit:

One or more finalists will be selected for oral interviews and presentations. As part of this process, the City may require a Respondent to provide one or more formal presentations to a City proposal review team and/or participate in a group interview. Any interview/presentation will be at a time and place to be determined by the City. The

Respondent will be notified in advance of the specifics if such a presentation is required. The commencement of discussions or the scheduling of presentations does not signify a commitment by the City to award or to continue discussions with the Respondent.

5.5 Award

The award for this RFQ/RFP shall be made to the responsible Respondent whose proposal is determined in writing to be the best value for the City taking into consideration price and the evaluation factors set forth in the request for proposals. The contract file shall contain the basis on which the award is made. The award of a contract shall be the sole discretion of the City.

The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality in the RFQ/RFP. Further, the City reserves the right to enter into a contract deemed to be in its best interest.

5.6 Contract Negotiations

Upon award notification the City reserves the right to negotiate with the awarded Respondent. The City reserves the right to conduct contract negotiations at any time with any Respondent submitting a competitive proposal, but the committee may limit discussions to specific aspects of the RFQ/RFP. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the Respondent's proposal, as appropriate.

Negotiations may be limited to the top-ranked proposal and not hold negotiations with any lower-ranked Respondent. If negotiations are unsuccessful with the top-ranked Respondent, the committee may then go down the line of remaining Respondents, according to rank, and negotiate with the next highest-ranking Respondent. At any point in negotiations a submission for best and final proposals may be requested. If best and final proposal are required, they may be submitted only once.

5.7 Process for Entering into Agreement

The Respondent whose proposal is found to be the "best value" to the City will be offered the opportunity to enter into an Agreement with the City. The scope, terms and conditions of that Agreement shall be in substantial conformance with the terms, conditions and specifications described in this RFQ/RFP and with the proposal that is submitted by the Respondent whose proposal is found to be the "best value" to the City. The Respondent should be prepared to begin contract negotiations upon notification of the Award. If the Respondent is not able to begin contract negotiations, the City may disqualify that Respondent. The City reserves the right to negotiate the Agreement to include any portion

or portions of the services covered by this RFQ/RFP. The City reserves the right to reject any and all proposals in total or by components.

5.8 Non-Collusion:

The Respondent certifies that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Respondent understands collusive bidding is a violation of Federal Law and that any false statement thereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

5.9 Public Records:

Upon award recommendation or ten (10) days after receiving, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents must invoke the exemptions to disclosure provided by law in the response to the RFQ/RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

5.10 State and Federal Compliance:

A. Public Entity Crimes

In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list." By submitting a proposal in response to this RFP, the persons and firms submitting the proposal shall be deemed read and understood the above-quoted provisions of Section 287.133(2) (a) and confirm that they are not precluded from submitting their proposal on the basis thereof.

B. A "Drug Free Workplace Certification" attached hereto as Article IV, must be received at the time of the proposal.

5.11 Conflict/Non-Conflict of Interest Statement: Check One

[] To the best of our knowledge, neither the undersigned firm, nor any of its officers or principals, has a potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[] The undersigned firm, or one or more of its officers or principals, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Company Name

Authorized Signature

Name (Print or Type)

Title

5.12 Litigation History

- The Respondent must provide a history for the last five (5) years of all claims, settlements, arbitrations, litigation proceedings, and civil actions involving \$20,000 or more, and all criminal legal actions in which the company, its parent company, subsidiaries, all partners, or principals were involved. For each case, the Respondent must provide the following: The name of the claim, arbitration, litigation or action, the amount at issue or the criminal charges alleged, and the status or final disposition of the case.
- The Respondent must also provide details of any current or threatened legal actions in Florida against the Respondent or its parent company, subsidiaries, all partners, principals, or joint venture company(ies) by a governmental entity contracting with the Respondent or its parent, or against such a government entity by the Respondent or its parent company or joint venture company(ies). For each action, the Respondent must provide the following: The name of the action and the court in which the action is pending, the action number and the amount at issue.
- The Respondent shall provide a list of all enforcement actions taken against it during the last five (5) years by any regulatory agency such as, but not limited to, the Internal Revenue Service, the United States Environmental Protection Agency or a Local Enforcement Agency. The list shall include name of the regulatory agency and the date of enforcement action.
- The Respondent shall inform the City if it has had a permit, franchise, license, entitlements or business licenses that have been revoked or suspended in the last five (5) years.
- The Respondent must list any claims against a Bid or Performance Bond and the results or any contractual defaults or termination over the last five (5) years.

6 Form of Agreement

AGREEMENT

Between the
City of Gulf Breeze
and

(Consultant)

For
Tiger Point Golf Course Operational Audit and
Business Plan Development Services

6.1 General

This Agreement entered into this _____ day of _____, 20__ by and between the City of Gulf Breeze, Florida, a municipal corporation, 1070 Shoreline Drive, Gulf Breeze, Florida 32561, pursuant to and under the authority of City Council (“the City”), and _____ (“the Consultant”).

WITNESSETH: That the Consultant for the consideration hereinafter named, agrees to perform professional consulting services as requested by the City, and described elsewhere in this Agreement, for professional consulting services on the following Project:

Tiger Point Operational Audit and Business Plan Development Services.

The Consultant's response to this Request for Qualifications/Request for Proposals (RFQ/RFP) will be made a part of the contract with the City. Terms and Conditions, substantially in the form contained herein, shall be included in the Agreement between the City and the Consultant. Unless otherwise stated by the Consultant in the “Exceptions” response to this RFQ/RFP, the Consultant agrees to the following Contract Terms and Conditions, which will become part of the subsequently negotiated contract. The City reserves the right to alter, amend, or change any part of these terms and conditions, or include additional terms and conditions not listed herein, as it deems in its own best interests to do so.

The City of Gulf Breeze “General Conditions and Instructions to Bidder” are hereby incorporated by reference.

All responses, documents, terms, and information related to the Consultant’s response to this RFQ/RFP shall be submitted with the response package prior to the submission deadline. No separate schedules, agreements, terms, conditions, etc. shall be recognized or accepted if not submitted with the response to this RFQ/RFP.

6.2 Discrepancies or Omissions

If any discrepancies or omissions in these documents, the City shall be notified at once and advised of the issue. Consultants are required to furnish any information regarding any additional costs not covered herein with their proposal. It is the City's intent for all costs to be included herein. Any costs not included herein may not be considered allowable costs under this contract.

6.3 Assignment of Contract

The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the City.

6.4 Contacts

The Deputy City Manager (DCM) is the sole point of contact in the City of Gulf Breeze with regards to all procurement and contractual matters relating to the services described herein. The City Manager is the only City official authorized to change, modify, amend, alter, clarify etc., the specifications, terms, and conditions of this bid and any contract awarded as a result of this request. The DCM shall remain the “sole point of contact” throughout the procurement process.

6.5 Services by the Consultant

- a. The Consultant shall provide such professional consulting services as may be necessary to accomplish the work required to be performed and shall at its cost, furnish all necessary personnel, equipment, and materials to competently perform the work.
- b. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all reports, preliminary plans, designs, drawings, specifications, procurement documents and other services furnished for the City by the Consultant.

- c. In the performance of all services incident to this Agreement, the Consultant shall comply fully with all applicable laws, court decisions, and administrative regulations, and with all regulations and rules of the City. The Consultant shall also render itself fully cognizant of all personnel and operational procedures of the City which may be substantially impacted by the strategies recommended by the Consultant, and shall identify such impacts to the City. The Consultant shall not proceed with proposed strategies in areas so impacted without the approval of the City.
- d. The Consultant agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. The Consultant further agrees to require similar provisions from any subcontractors.

6.6 City Responsibilities

- a. Upon request, the City shall make available for the use of the Consultant, copies of all existing information in the possession of the City which may be pertinent to the performance of the professional consulting services under this Agreement.
- b. The City shall give written notice to the Consultant whenever the City becomes aware of any event, occurrence, condition or circumstance which may substantially affect the Consultant's performance of services under this Agreement.
- c. The City shall examine all studies, reports, drawings, specifications, proposals and other documents presented by the Consultant.
- d. The City shall assist and cooperate with the Consultant, to allow the professional consulting services to be executed in a timely and effective manner.

6.7 Standards of Performance, Errors and Omissions

- a. Services provided by the Consultant under this Agreement shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- b. The City shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's service. The Consultant shall be solely responsible for the accuracy of the services and shall promptly make necessary revisions or

corrections resulting from its negligent acts, errors or omissions without any additional compensation from the City.

- c. Acceptance of services, including payment for same, shall not relieve the Consultant of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. During any other phase of work performed by others based on service provided by Consultant, the Consultant shall confer with the City when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error, or omission without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall give immediate attention to these corrections and/or changes.
- d. In the event of any negligent act, error or omission which the City determines to be the responsibility of the Consultant in any phase of the service, the correction of which may require additional field or office work, the Consultant shall be notified by the City and shall be required to perform such corrective services as may be necessary without delay and without additional cost to the City.
- e. In the event of a performance issue or dispute, the following process shall be followed for resolution:
 - 1. The DCM at the time of the first circumstance shall call for a meeting with the Consultant to eliminate any misunderstanding on the issues involved.
 - 2. If the condition should repeat itself a second time, the DCM shall issue a written warning of possible contract termination should the condition continue.
 - 3. If the condition should repeat for a third time, the DCM shall call for another meeting with the contractor and a written notice of contract termination shall be issued by the City.
- f. The Consultant warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the services described herein, in a competent and professional manner.
- g. The Consultant shall at all times cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the service.

6.8 Compensation

- a. Any provision in this Agreement to the contrary notwithstanding, the maximum obligation of the City for services described in this Agreement is limited to the amount of \$_____, unless this Agreement is modified in writing. The City is not obligated to spend any minimum or maximum obligation authorized under this Agreement.
- b. The compensation to be paid to the Consultant for services under this Agreement shall be as delineated in the proposal.
- c. During the performance of services under this Agreement, the Consultant shall submit detailed invoices for payment. Invoices shall be in the format requested by the City, shall be accompanied by adequate supporting documentation, and shall include a brief progress report delineating the progress on each task of the services described herein, including any deviations from the Project Time Schedule.
- d. The Consultant shall furnish Affidavits of Payment for all subcontractors, and for major suppliers, to the City for all invoices, and when requesting final payment for services under this Agreement.
- e. The City shall not be liable for any such reimbursable expenses that have not been approved and referenced in this Agreement.

6.9 Changes

No changes to this Agreement will be effective unless they are included in a written modification, signed by both parties. The City may, at any time during the performance of the services under this Agreement, request a modification of the Agreement. Upon execution of such modification by both parties hereto, it shall be fully incorporated into this Agreement and shall govern all subsequent performance under the Agreement.

6.10 Time Schedule

The time schedule for the performance of services under this Agreement shall be as set forth in the Statement of Work provided for the project.

6.11 Suspension of Services

The City may order the Consultant, in writing, to suspend, delay or interrupt all or any part of the services for such period of time as may be determined to be appropriate for the

convenience of the City. In the event of such a suspension, the Consultant may be entitled to extra compensation for damages if there are documented wage or material cost increases; however, the Consultant shall make no claim for lost profit, office overhead or other damages. The City will be responsible for consultant losses, performance failures, delays, and work stoppages when they result by the City's failure to provide information or performance of other actions that creates project delay. The extra compensation will be submitted as change orders to the project. An exception to this would be any losses suffered as a result of a labor strike, city work stoppage, or acts of nature.

6.12 Records to Be Maintained, Access to Records

- a. The Consultant shall maintain account books, records, documents and other evidence directly pertinent to performance and billing of the services defined in this Agreement in accordance with generally accepted professional consulting and accounting practices. The City, or its duly authorized representative, shall have access to such account books, records, documents, and other evidence for the purpose of inspection, audit and copying. The Consultant shall provide proper facilities for such access and inspection.
- b. The Consultant shall maintain and make available accounting records during performance of the services under this Agreement and until three years from date of final payment for the Project. In addition, those records which relate to any appeal, agreement, litigation, or the settlement of claims arising out of such performance or cost, or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeals, litigation, claims, or exception.
- c. Upon completion of the project, the Consultant shall provide to the City electronic copies of all interview notes, planning, assessment, design, and implementation documentation created for the project.

6.13 Insurance and Indemnification

The Consultant shall, during the continuance of the work under this contract, including extra work in connection therewith:

- a. Maintain Worker's Compensation and Employer's Liability Insurance in the amount of \$1,000,000 to meet the statutory requirements of the State of Florida, to protect themselves from any liability or damage for injury (including death) to any of their employees, including any liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted.

- b. Maintain Comprehensive General Liability Insurance, at Consultant's sole expense, in the amount of \$2,000,000.00 combined single limit for bodily injury and property damage, with a broadened pollution endorsement.
- c. Maintain Automobile Liability Insurance including Property Damage covering all used or operated automobiles and equipment used in connection with the work in the amount of \$2,000,000.00 per occurrence. Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.
- d. Maintain a standard form policy of fire and extended coverage insurance on the premises, including clubhouse, related buildings and furnishings, and all personal property and equipment.
- e. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The City shall be named as a named additional insured.
- f. Insurance Carrier must be rated by A.M. Best with a minimum rating of A-VII.
- g. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the City.
- h. Cancellation of Insurance: No change or cancellation in insurance shall be made without thirty (30) days written notice to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any Firm fail to provide acceptable evidence of current insurance within five (5) days of receipt of written notice at any time during the contract term, the City shall have the right to consider the contract breached and justifying the termination thereof.

6.14 Indemnification

The parties recognize that the Consultant is an independent Contractor. Consultant agrees to assume liability for and indemnify, hold harmless, and defend the City, its officers, any appointed committee members, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any

negligent and/or deliberate act or omission of the Consultant, its officers, employees, agents, and representatives. Consultant's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Consultant against the City and the Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

6.15 Termination

- a. The City may, at any time prior to the completion of full performance by the Consultant, terminate the Agreement by giving written notice by certified mail not less than fifteen (15) days prior to the effective date of its intention to do so. Such termination may be for cause or for the convenience of the City.
- b. If the termination is for the City's convenience, payment to the Consultant will be made promptly for the amount of any fees earned to the effective date of the notice of termination, less any payments previously made. Such requests for reimbursement shall be supported with factual data and shall be subject to the City's approval.
- c. The City may terminate this Agreement for cause upon 15 days' notice if the Consultant has substantially failed to perform in accordance with the terms of the Agreement, including but not limited to the requirement that the Project be completed in a timely manner. If the termination is for cause, the City shall compensate the Consultant the amount of any fees earned prior to the effective date of the notice of termination, less any payments previously made and less any amount retained by the City to defer additional cost the City may sustain in connection with the unsatisfactory performance of the Consultant, including but not limited to costs associated with finishing the project.
- d. In the event that the City terminates the Agreement for cause pursuant to this section, and it later determined that the City did not have sufficient cause for the termination, the City shall compensate the Consultant as if it had terminated the Agreement for its convenience.
- e. In the event the Agreement is terminated prior to its completion, the Consultant, upon payment as specified in this section, shall deliver to the City all reports,

interview notes, and other documents, including electronic files, which have been prepared in the course of the work done under this Agreement. All such material shall become and remains the property of the City, to be used in such manner and for such purpose as the City may choose. It is further agreed that in the event the City shall terminate this Agreement due to failure to properly perform in a manner satisfactory to the DCM, the City may make such arrangements as it desires for the completion of the Project.

- f. The Consultant shall make no claim for additional compensation against the City by reason of such termination, beyond the amounts described in this section.

6.16 Non-Discrimination

The Consultant agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. The Consultant further agrees to require similar provisions from any subcontractors.

6.17 Remedies

All claims, counterclaims, disputes and other matters in question between the City and the Consultant, including their agents, employees, subcontractors, consultants or other subordinate parties arising out of or relating to this Agreement or its breach shall be decided in a court of competent jurisdiction within the County of Santa Rosa, Florida or in the U.S. District Court for the Northern District of Florida. This Agreement is to be governed by and interpreted in accordance with the laws of the State of Florida.

6.18 Waiver

This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

6.19 Severability

This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

6.20 City Approval and Acceptance

Approvals by the City of drawings, designs, specifications, reports and incidental consulting work or materials furnished hereunder shall not in any way relieve the Consultant of responsibility for the professional adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable in accordance with applicable law for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

6.21 Conflicts of Interest; Objectivity

In the performance of services under this Agreement, the Consultant shall endeavor at all times to render objective and impartial technical, professional, and other judgments in all matters. The Consultant will inform the City of any business connections, interest of circumstances which may be deemed as influencing its judgment or quality of its services.

6.22 Independent Contractor Relationship

The Consultant is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant's sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees and agents of the City. The Consultant does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in this Agreement.

6.23 Substitution of Personnel

In the event the Consultant wishes to substitute personnel for the key personnel identified by the Consultant's Proposal, the Consultant must notify the City in writing and request written approval for the substitution at least thirty (30) business days prior to effecting such substitution.

6.24 Subcontractual Relations

- a. If the Consultant will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and

its officers, agents and employees in all respects as if it and they were employees of the Consultant; and the Consultant will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Consultant. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Consultant.

- b. The Consultant, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the City may require. The City will have the right to require the Consultant not to award any subcontract to a person, firm or corporation disapproved by the City.

6.25 Proprietary Rights

- a. The Consultant hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Consultant hereunder or furnished by the Consultant to the City and/or created by the Consultant for delivery to the City, even if unfinished or in process, as a result of the Services the Consultant performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Consultant as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Consultant shall not, without the prior written consent of the City, use such documentation on any other project in which the Consultant or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Consultant to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.
- b. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Consultant and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.
- c. Accordingly, neither the Consultant nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Consultant, or any employee, agent, subcontractor or supplier thereof, without

the prior written consent of the City, except as required for the Consultant's performance hereunder.

6.26 Ownership of Data

All information provided by City and any reports, notes, and other data collected and utilized by Consultant, its assigned employees, and/or subcontractors, pursuant to this Agreement, shall become the property of City as prepared, whether delivered to City or not. Unless otherwise provided herein, all such data shall be delivered to City or its designee upon completion of the Agreement or at such other times as City or its designee may request.

6.27 Entirety of Agreement

This Agreement, and any attachments, incorporated by reference, constitutes the entire Agreement between City and Consultant relating to the subject matter hereof and supersedes any previous agreements or understandings, oral or written.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed as of the day and year first above-written.

CONSULTANT

By: _____
Its: _____

CITY OF GULF BREEZE,
a Florida Municipal Corporation

By: _____
Its: Mayor

ATTESTED TO BY:

CITY CLERK

7 Exhibit and Articles

Article I. Conflict of Interest Statement

Check one

- To the best of our knowledge, neither the undersigned firm, nor any of its officers or principals, has a potential conflict of interest due to any other clients, contracts, or property interest for this project.

Or,

- The undersigned firm, or one or more of its officers or principals, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Article II. Litigation Statement

Check one

- Neither the undersigned firm, nor any of its officers or principals, has been a party to any litigation and/or judgments entered against it or them by any local, state or federal governmental entity, and has had no litigation and/or judgments entered against any such entity on its or their behalf during the past ten (10) years.

Or,

- The undersigned firm, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against it or one or more of its officers or principals by any local, state or federal governmental entity, by any state or federal court, during the past ten (10) years.

Company Name

Authorized Signature

Name (Print or Type)

Title

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

Article III. Exceptions

Check one

The Consultant does not take exception to any provisions included within the RFQ/RFP document.

The Consultant takes the following exceptions to the specific provisions included within the RFQ/RFP document. *Exceptions and/or variation between this RFQ/RFP and the proposal submitted shall be detailed and submitted on this exception form. If additional pages are required for exceptions, bidders may reproduce this page. Exceptions shall not be accepted on any other pages.*

Article IV. Drug Free Workplace

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:
(Company Name)

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 a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

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

Signature _____

Date _____