

**REQUEST FOR PROPOSALS
FOR THE CITY OF GOOSE CREEK, SOUTH CAROLINA**

GOLF COURSE RESTAURANT SERVICES / LEASE



Issued

By:

**City of Goose Creek, South Carolina
519 N. Goose Creek Blvd.
Goose Creek, South Carolina, 29445**

Website:

<https://www.cityofgoosecreek.com/government/vendor-solicitations>

Date of Issue: December 6, 2023

RFP Due Date: February 16, 2024, at 2:30PM EST

Properly submitting a response to this solicitation to the Purchasing Office at Goose Creek City Hall on or before the due date and time will be the sole responsibility of the proposer. The City of Goose Creek will in no way will be responsible for delays caused by overland or electronic delivery systems. It is the sole responsibility of the proposer to confirm that a response has been received on or before the due date and time.

TABLE OF CONTENTS

PROPOSAL COVER PAGE; TENTATIVE BID SCHEDULE	1
TABLE OF CONTENTS	2
SECTION 1: INTENT AND SCOPE OF SERVICES	3 - 12
Intent	3
Background.....	3
Location, Site Visits (Point of Contact) & Pre-Proposal Meeting.....	4
Term of contract/lease	4
Scope of Services	5 - 10
Sales & Use Tax, Hospitality Taxes & Other Matters.....	11
Reports & Records	11
Contract/Lease Payments	12
SECTION 2: GENERAL TERMS & CONDITIONS (PROPOSALS & CONTRACT)	13 - 18
Contract Terms	13 - 16
Insurance	17 - 18
SECTION 3: SPECIAL TERMS & CONDITIONS; CONTRACT TERMS	19 - 20
SECTION 4: SUBMISSION REQUIREMENTS & OTHER PROPOSAL TERMS.....	21 - 26
Proposal Format	21 - 24
Inquiries & Sole Contact; Contact Restrictions	24
Outer Envelope Label	25
Alternate Proposals	26
SECTION 5: EVALUATION OF PROPOSALS	27 - 30
Evaluation Criteria & Scoring.....	27 - 28
Questions regarding RFP	29 - 30
SECTION 6: STANDARD FORMS	31 - 37
EXHIBIT A: BUILDING FLOOR PLANS	47
EXHIBIT B: KITCHEN EQUIPMENT SPECIFICATIONS AND LAYOUT.....	48

SECTION 1

1.1 INTENT: The City of Goose Creek (the City) is seeking proposals from successful, appropriately experienced parties interested in submitting a sealed proposal for the operation of food and beverage service at the Crowfield Golf Club (the Golf Club).

1.1.1 It is the intention of the City to award one (1) contract for food and beverage services at the Golf Club. However, the City will consider all proposals.

1.1.2 A contract and premises lease will be issued for selling food and beverages at the Golf Club.

1.2 BACKGROUND: The City of Goose Creek currently operates the food and beverage operations at the Golf Club. The City is interested in contracting with a restauranter to lease the available space for the operation of food and beverages services. The City is currently remodeling and expanding the existing kitchen and dining areas to include an expanded outdoor dining area with a covered bar. The City anticipates construction to be completed on or around July 2024.

1.2.1 Description of Space to be Leased - The facility is made up of the following space (measurements approximate): See EXHIBIT A for building floor plan.

1.2.1.1	Indoor Dining Area	652 SF
1.2.1.2	Grab & Go Areas (concession areas)	127 SF
1.2.1.3	Banquette	95 SF
1.2.1.4	Indoor Bar Seating	46 SF
1.2.1.5	Indoor Bar	106 SF
1.2.1.6	Kitchen area	687 SF
1.2.1.7	Office, Breakroom, & Employee Restroom	312 SF
1.2.1.8	Walk-in Cooler & Freezer	96 SF
1.2.1.9	Service Yard	313 SF
1.2.1.10	Men’s Restroom - Public	198 SF
1.2.1.11	Women’s Restroom - Public	159 SF
1.2.1.12	Janitors Closet	89 SF
1.2.1.13	Storage Area 1	104 SF
1.2.1.14	Storage Area 2	75 SF
1.2.1.15	Outdoor Seating Areas	969 SF
1.2.1.16	Outdoor Bar	97 SF
1.2.1.17	Outdoor Bar Seating	<u>98 SF</u>

Total Approximate: 4,223 SF

1.2.2 Kitchen Equipment/Furniture - The City owns all furniture, fixtures, and kitchen equipment that is included in the proposed lease.

1.3 LOCATION: The Crowfield Golf Club is located at 300 Hamlet Circle, Goose Creek, SC 29445, which is situated in the Hamlet Subdivision of Crowfield Plantation. There are approximately 960 homes in the Hamlet Subdivision and approximately 4,500 in Crowfield Plantation. The Golf Club is an 18-hole golf facility and approximately 55,000 rounds are played at this facility each year. The City also hosts approximately 24 tournaments, each averaging 120 golfers.

1.4 SITE VISITS: Individuals/parties interested in submitting proposals are encouraged to visit the Golf Club. Site visitation arrangements can be made by calling the Golf Club Administrative office at 843-767-4618, Ext 6174 (Troy).

1.4.1 A voluntary Pre-Proposal meeting will be held on January 12, 2024 at 10:00 a.m. at the Crowfield Golf Club, located at 300 Hamlet Circle, Goose Creek, SC 29445. (Main lobby)

1.4.2 Familiarity with Site Conditions: The responsibility for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding the performance thereof shall be the Proposer's.

1.5 TERM OF CONTRACT/LEASE: The City of Goose Creek intends on selecting a restaurateur to run a full-service restaurant operation at the Crowfield Golf Club, handling the food and beverage services and related equipment and facilities. The City wishes to select a restaurateur and begin operations at the earliest possible date so that restaurant operations may resume when construction is complete.

1.5.1 It is anticipated that the period(s) of the contract resulting from this Request for Proposals (RFP) will be an initial term of five (5) years. Additionally, the City may elect to have the selected Proposer provide services for two (2) additional (5) five-year extensions with mutual agreement of both parties.

This area Left Intentional Blank

1.6 SCOPE OF SERVICES:

- 1.6.1 Menu - The food and beverage services shall feature a menu appropriate for the clientele using these golf facilities and shall offer a full-service restaurant menu.
- 1.6.2 Additional services - May include banquets, catering, and other special events. The City shall have sole discretion in determining what services may be appropriate at this location.
- 1.6.3 Mobile Cart Services - In addition to providing food and beverage service in the clubhouse, the selected Proposer will be required to operate mobile “drink cart” service to players on the golf course during tournaments and at their discretion operate the drink cart(s) during normal hours of operation.
- The Golf Club will provide the drink cart(s) and storage for the drink cart(s)
 - The drink cart(s) shall remain the property of the City.
 - Routine maintenance shall be the responsibility of the owner.
 - The Proposer will be responsible for keeping the drink cart(s) clean, tidy and operate in a safe and professional manner.
 - The Proposer will be required to maintain additional insurance on the drink cart(s).

1.7 MENU:

- 1.7.1 The Proposer must include a sample menu noting anticipated fare to be offered in the restaurant and concession area. Anticipated prices must be included for each meal and item. A suggested listing of available drinks, beverages and their prices must accompany the sample menu.
- 1.7.2 The Proposer agrees to provide for the public food, drink and service of high standard, equivalent in quality and price to that generally furnished to the public at similar places, compared to size and scope in the city and surrounding areas. The menu shall also reflect the nature the venue and be golf centric.
- 1.7.3 Prices of all items sold at the “Grab & Go” areas shall be posted in a conspicuous place at the concession area.
- 1.7.4 Menus should reflect complete and accurate descriptions and current prices.
- 1.7.5 Tournament menus
- 1.7.6 Pricing for city sponsored events and tournaments (Member Guests, Mayors Cup, etc.)
- 1.7.7 Sunday alcohol sales shall be offered at both the indoor and outdoor bar / restaurant.

1.8 QUALITY OF SERVICES:

- 1.8.1 Food and beverage operations shall be conducted to offer paramount service at all times. Food, drink and other items shall have consistent quality.
- 1.8.2 The Proposer shall operate the restaurant in a businesslike manner appropriate to the image of the Golf Club operation and the City of Goose Creek.
- 1.8.3 The Proposer shall control and correct objectionable conduct, demeanor, and an appearance of its staff as requested by the City.
- 1.8.4 The Proposer shall maintain an electronic good and beverage point of sale system and accept all major credit cards.

1.9 THE FACILITY MANAGER:

- 1.9.1 The Proposer shall hire and assign a full-time qualified and experienced food and beverage manager. This person will be physically on the premises or available to personally resolve problems during operating hours.
- 1.9.2 The manager and assistant managers shall be the authorized representatives of the Proposer and be entitled to act in all matters relating to the operation of the restaurant. The City shall be advised, in writing, of the names of the manager and assistant managers, and the means by which they may be contacted in the event of an emergency.
- 1.9.3 The successful proposer shall have weekly meetings with the General Manager of the Golf Club and the Manager(s) of the restaurant.

1.10 STAFFING:

- 1.10.1 The Proposer shall bear all responsibility for the continuous staffing of the restaurant, providing for prompt efficient customer service.
- 1.10.2 The Proposer shall adhere to all Federal, State and Local regulations pertaining to food service.
- 1.10.3 Labor relations, including hiring and firing, shall be the exclusive duty and right of the Proposer.

1.11 DAYS AND HOURS OF SERVICE:

- 1.11.1 The Proposer will keep the bar and grill open and will offer those services attendant to the operation of the bar and grill every day of the year, except for Christmas Day. The Golf Club is open, during daylight hours, weather and events of force majeure permitting. Hours will be agreed upon between the City and Proposer. The Proposer may remain open for evening events but must vacate the property by midnight, with bar closing at 11 p.m. The Golf Club Manager may make adjustments to the hours of operation for the convenience of Golf Club operations.
- 1.11.2 The City by no means expects *full-service* food operations during all hours or all days of the week, however the premises shall be staffed for alcohol sales and “Grab & Go” concessions.

1.12 EQUIPMENT AND PROPERTY:

- 1.12.1 The owner is responsible for providing all furniture in the facility. The existing furniture in the restaurant is property of the City and shall be utilized.
- 1.12.2 Any furniture replacement will be at the expense of the successful Proposer.
- 1.12.3 Except for the ice machine and dishwasher, the kitchen equipment is the property of the City and has been purchased as part of the kitchen upgrades and will be installed in 2024.
- 1.12.4 For a listing of equipment and kitchen layout see EXHIBIT B.

1.13 MAINTENANCE OF EQUIPMENT:

- 1.13.1 The Proposer shall maintain all equipment in good condition, whether owned by the City or by the Proposer. City property shall be subject only to such depreciation as may result from ordinary wear and tear resulting from ordinary use.
- 1.13.2 The Proposer shall be the insurer of the City against the risk of loss or theft or damage as a result of the Proposer negligence to any fixtures, equipment or personal property owned by the City which is located at the restaurant site / leased areas.
- 1.13.3 The Proposer shall promptly repair or replace the same within five (5) days of such loss, damaged or theft.

1.14 MAINTENANCE OF PREMISES:

1.14.1 The Proposer shall be responsible for maintenance of the restaurant and bar areas (all leased areas inside the building, the outdoor dining area, and outdoor bar). The Proposer, at its sole cost and expense, whether the same is the property of the Proposer or of the City, shall promptly repair, replace and at all times maintain in good condition the interior of the premises, including but not limited to:

- Dedicated Outside Air System (DOAS)
- Outdoor heating unit(s)
- Electrical fixtures and equipment
- Electrical installation
- Store fixtures
- Store equipment and machinery & hardware
- Plumbing
- Plumbing equipment and fixtures
- All interior painting or decorations of every kind
- All door and window glass and plate glass
- Pest control in leased areas
- Outdoor firepit
- Grease trap

1.14.2 Such repairs and replacements shall be made by persons approved in advance in writing by City and the same shall be and become the property of the City and all applicable permits shall be obtained from the City prior to the commencement of any permissible activities.

1.14.3 The City will be responsible for the maintenance of the fire alarms, security systems, landscaped areas, and outdoor synthetic putting green.

1.15 DESTRUCTION OF PREMISES:

1.15.1 In the event that the restaurant site is destroyed or damaged by fire or other casualty so as to render it untenable, this contract shall be suspended until such time as the premises are rendered again tenable.

1.15.2 If the City elects not to render the premises tenable again, it shall notify the Proposer and, upon issuing such notice, this contract shall be immediately terminated. City will notify the restauranter of its direction within thirty (30) days.

1.16 SIGNAGE: For purposes of this section, the term 'sign' shall be understood to include sound from audio equipment, flashing, flickering or moving lights or lighting devices.

1.16.1 The Proposer may provide interior signs not directed outward of its leased space at its discretion. All such signage must be approved in advance by the Golf Club General Manager.

1.16.2 Upon the approval of the Golf Club General Manager and at its own expense, the Proposer will be allowed to attach one sign to the exterior of the building, in a style and material consistent with the building construction. Upon the approval of the Golf Club Manager and at its own expense, the Proposer will be allowed to incorporate a ground sign into the facility entrance sign location in a style and material consistent with the construction. ALL SUCH SIGNAGE MUST BE APPROVED BY THE CROWFIELD ARCHITECTURAL REVIEW BOARD.

1.16.3 All signage must be acceptable under the City of Goose Creek Code of Ordinances. The Proposer will be required to obtain the required permits from the City to install signage.

1.16.4 No advertising signs will be permitted at the site without the written consent of the City.

1.17 UTILITIES: The Proposer shall provide their own separately metered utilities. This includes:

- Water and sewer
- Liquid Propane
- Solid-waste disposal & commercial recycling
- Phone service - Must use Home Telecom
- Internet service – Must use Home Telecom

1.18 SANITATION:

1.18.1 The Proposer shall keep all fixtures, equipment and personal property, whether owned by the Proposer, the City or third parties, in a clean, sanitary and orderly condition at all times.

1.18.2 The Proposer shall conduct the restaurant operations strictly in accordance with all applicable code requirements, including but not limited to, the South Carolina Department of Health and Environmental Control (DHEC), State of South Carolina and Federal government rules and guidelines.

- 1.18.3 The Proposer shall also be responsible for maintaining the floors in the leased area including but not limited to the kitchen, storage areas, indoor dining room, outdoor dining area, and the outdoor bar, outdoor dining area, restrooms, services areas, etc.
- 1.18.4 The Proposer shall keep clean the service areas. The Proposer will be responsible for the contracting services for the disposal of trash collected in dumpsters.
- 1.18.5 The Proposer shall also be responsible for costs incurred in cleaning of the grease trap.

1.19 INSPECTION BY THE CITY:

- 1.19.1 The City's staff and agent may make periodic inspections of the restaurant, related premises, and equipment to determine if they are being maintained in a neat and orderly condition.
- 1.19.2 The Proposer shall be required to make any improvements in cleaning or maintenance methods requested by the City and corrective action shall be taken immediately.
- 1.19.3 Such periodic inspections may also be made to determine whether the Proposer is operating in compliance with the terms and conditions of the contract.

1.20 LICENSING: The Proposer shall be responsible for securing all necessary permits and licenses for the operation of the restaurant. This shall include, but not be limited to:

- South Carolina Department of Health and Environmental Control permit(s)
- Proposer must be able to acquire and maintain Alcohol Beverage Licenses for on premises Beer & Wine, Liquor by the Drink, and Local Option Permit for Sunday sales
- TIPS & ServeSafe certifications
- City of Goose Creek business license and local hospitality tax registration

1.21 SALES AND USE TAX, HOSPITALITY TAXES, AND OTHER MATTERS:

- 1.21.1 The Proposer shall be liable for the prevailing State of South Carolina sales and use tax as well as the City of Goose Creek prevailing local taxes including hospitality taxes.
- 1.21.2 The Proposer is responsible for the collection of applicable taxes, filing of applicable returns, and remittance of funds with the South Carolina Department of Revenue for all sales of food and alcoholic drinks.
- 1.21.3 The Proposer shall pay promptly all taxes, excise or license fees of whatever nature, applicable to this operation, and take out and keep current all licenses, municipal, state or federal, required for the conduct of business.
- 1.21.4 The Proposer shall not permit any of said taxes, excise or license fees to become delinquent.
- 1.21.5 The Proposer shall at all times maintain adequate worker compensation insurance with an authorized insurance company, insuring the payment of compensation to all employees engaged in the operation of the restaurant facility.
- 1.21.6 The Proposer also shall not permit any mechanic's or supplier's lien, or any other lien to be imposed upon the property or part or partial thereof, by reason of any work or labor performed, or materials furnished by any mechanic or supplier to the concession or upon order regarding the property or the concession herein granted.
- 1.21.7 The Proposer shall make available upon request, duplicate receipts or other satisfactory evidence showing the prompt payment of social security, unemployment compensation and all taxes and fees referred to, and showing that workmen's compensation insurance and all required licenses are in good standing.
- 1.21.8 The Proposer shall pay promptly when due all bills, debts and obligations incurred in connection with the operation of the restaurant. They shall not permit it to become delinquent and suffer no lien, mortgage, judgement, execution or adjudication in bankruptcy which will in any way impair the rights of the City under this agreement.

1.22 REPORTS AND RECORDS:

- 1.22.1 The Proposer shall maintain during the terms of the contract all books of account, reports, and records customarily used in this type of the operation.

1.23 LEASE PAYMENTS:

- 1.23.1 Rent – Propose a flat rate lease rate and TDB agreed upon date based on date of occupancy and date of opening of restaurant operations.
- 1.23.2 Common Areas – Proposer shall be advised, the rent is inclusive of the use of the men’s and women’s public restroom by golfers and golf club employees, not only patrons on the restaurant and/or bar. No common area charges shall be included or broken out from the base rent.
- 1.23.3 Payment Schedule - Lease payments are due by the 5th of each calendar month. Payments shall not be contingent upon the profitability of the restaurant operations. The City Goose Creek makes no guarantee of profitability for this operation. Any expenses and losses are to be borne exclusively by the Proposer.

1.24 LATE PAYMENTS:

- 1.24.1 Failure to pay the lease payment before the respective dates provided for in this agreement shall be subject to interest at the rate of ten percent (10%) from the due date of payment until such time as the payment is actually received by the City.

This area Left Intentional Blank

2.0 GENERAL TERMS & CONDITIONS OF PROPOSALS AND CONTRACT:

2.1 AMERICANS WITH DISABILITIES ACT: The City of Goose Creek adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the Purchasing Coordinator, Sherry Bodden, at 843-797-6220, ext. 1109 or e-mail at sbodden@cityofgoosecreek.com to make a request.

2.2 CONTRACT AND/OR LEASE REQUIRED: The City and the successful proposer shall enter into a Contract And/or Lease for Services / Equipment that will include, but not be limited to, the following terms and conditions:

- 2.2.1 Independent Contractor Status; Indemnity: At all times the winning Proposer will be an independent contractor and shall, therefore, agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Contract whether by act or omission of the Proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.
- 2.2.2 Copyrighted, Confidential Information: If applicable, the proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product, or device which is the subject of patent rights or copyrights. Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit, or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Proposer shall pay all damages and costs awarded against the City.
- 2.2.3 Time Is Of the Essence: A condition that time is of the essence for the proper provision of services of the Contract and that the successful proposer will conduct all required work diligently and as specified by the City.
- 2.2.4 Assignment: The successful proposer may not assign, transfer, or otherwise dispose of any rights or obligations of the Contract without prior written consent of the City.
- 2.2.5 Termination for Convenience: The City may terminate for its convenience at any time, in whole, or in part, any proposal award. In the event of termination for convenience, the City's sole obligations will be to reimburse Proposer for (1) those goods and/or services actually shipped /performed and accepted up to the date of termination, and (2) costs incurred by the Proposer for unfinished goods, which are specifically manufactured for the City and which

are not standard products of the Proposer, as of the date of termination, and a reasonable profit thereon. In no event is the City responsible for loss of anticipated profit nor will reimbursement exceed the proposal value.

2.2.6 Termination for Default: The City may terminate all or any part of an award resulting from this proposal, by giving notice of default to the Proposer, if the Proposer: (1) refuses or fails to deliver the goods or services within the time specified, (2) fails to comply with any of the provisions of this Proposal or so fails to make progress as to endanger performance hereunder, or, (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors.

2.2.6.1 In the event of termination for default, the City's liability will be limited to the payment for goods and/or services delivered and accepted as of the date of termination.

2.2.6.2 The City may also require the Proposer to reimburse the City for the re-procurement cost incurred by the City as a result of re-awarding or completing the Contract.

2.2.6.3 The City may at its sole discretion waive a default by the Proposer, but no such waiver, and no failure by the City to take action shall be deemed a waiver of any subsequent default.

2.2.7 Failure To Execute Contract/Lease: Failure of the successful proposer to enter into a contract & lease in the prescribed time may be cause for cancellation of the award to that proposer. In the event the award is cancelled, the award may then be made to a different responsible proposer, or the City may reject all the proposals. Proposers who default are subject to suspension and/or removal from the City's Proposers List.

2.2.8 NON-APPROPRIATIONS: ANY CONTRACT ENTERED INTO BY THE STATE OR ITS DEPARTMENTS, INSTITUTIONS, AGENCIES, POLITICAL SUBDIVISIONS OR OTHER ENTITIES RESULTING FROM THIS BID INVITATION SHALL BE SUBJECT TO CANCELLATION WITHOUT DAMAGES OR FURTHER OBLIGATION WHEN FUNDS ARE NOT APPROPRIATED OR OTHERWISE MADE AVAILABLE TO SUPPORT CONTINUATION OF PERFORMANCE IN A SUBSEQUENT FISCAL PERIOD OR APPROPRIATED YEAR.

2.2.9 FORCE MAJURE: THE CONTRACTOR SHALL NOT BE LIABLE FOR ANY EXCESS COSTS IF THE FAILURE TO PERFORM THE CONTRACT ARISES OUT OF CAUSES BEYOND THE CONTROL AND WITHOUT THE FAULT OR NEGLIGENCE OF THE CONTRACTOR. SUCH CAUSES MAY INCLUDE, BUT ARE NOT RESTRICTED TO ACTS OF GOD OR OF THE PUBLIC ENEMY, ACTS OF THE GOVERNMENT IN EITHER ITS SOVEREIGN OR CONTRACTUAL CAPACITY, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, STRIKES, FREIGHT EMBARGOES, AND UNUSUALLY SEVERE WEATHER BUT IN EVERY CASE THE FAILURE TO PERFORM MUST BE BEYOND THE

CONTROL AND WITHOUT THE FAULT OR NEGLIGENCE OF THE CONTRACTOR. IF THE FAILURE TO PERFORM IS CAUSED BY DEFAULT OF A SUBCONTRACTOR, AND IF SUCH DEFAULT ARISES OUT OF CAUSES BEYOND THE CONTROL OF BOTH THE CONTRACTOR AND SUBCONTRACTOR, AND WITHOUT THE FAULT OR NEGLIGENCE OF EITHER OF THEM, THE CONTRACTOR SHALL NOT BE LIABLE FOR ANY EXCESS COSTS FOR FAILURE TO PERFORM, UNLESS THE SUPPLIES OR SERVICES TO BE FURNISHED BY THE SUBCONTRACTOR WERE OBTAINABLE FROM OTHER SOURCES IN SUFFICIENT TIME TO PERMIT THE CONTRACTOR TO MEET REQUIRED DELIVERY SCHEDULE.

- 2.2.10 INDEMNIFICATION: THE CITY OF GOOSE CREEK, ITS OFFICERS, AGENTS, AND EMPLOYEES SHALL BE HELD HARMLESS FROM LIABILITY FROM ANY CLAIMS, DAMAGES, AND ACTIONS OF ANY NATURE ARISING FROM THE USE OF ANY MATERIALS FURNISHED BY THE CONTRACTOR, PROVIDED THAT SUCH LIABILITY IS NOT ATTRIBUTABLE TO NEGLIGENCE ON THE PART OF THE USING AGENCY OR FAILURE OF THE USING AGENCY TO USE THE MATERIALS IN THE MANNER OUTLINED BY THE CONTRACTOR IN DESCRIPTIVE LITERATURE OR SPECIFICATIONS SUBMITTED WITH THE CONTRACTOR'S PROPOSAL.

This area Left Intentional Blank.

2.3 PROPOSER'S CERTIFICATION FORM: Each proposer shall complete the "Proposer's Certification" form included with this Request for Proposals and submit the form with the proposal. Proposals may be rejected if the Proposer's Certification form is not submitted with the proposal.

2.4 PROMPT PAYMENT:

2.4.1 Proper Statement: For purposes of accounting and payment procedures, a proper statement by the vendor shall include at least the following information:

2.4.1.1 Description, including quantity, of the goods or services sold at City events, reasonably sufficient to identify the goods or services.

2.4.1.2 Amounts generated, applicable sales tax, and the net payment.

2.4.1.3 Identification by office or department of to whom the goods or services were delivered or provided.

2.4.2 Delivery Of Invoice: All statements, to be considered a proper monthly statement, shall be delivered to:

City of Goose Creek
Accounts Payable
PO Drawer 1768
Goose Creek SC 29445.

2.4.3 Statement Dispute Procedure: If there is a dispute between the City and Proposer regarding a statement, the City or Proposer may initiate this dispute procedure. Either party can initiate the dispute procedure by providing the other party, in writing, notice of a dispute and stating the specifics of the dispute. The parties shall exchange all materials and information to support their claims and provide a copy of all materials and information to the Finance Director. The Finance Director shall review all materials and information and conduct a meeting with the Proposer and the responsible City office or department. The proceedings to resolve the dispute shall be commenced no later than 45 days after the date on which the payment was due to the City. The Finance Director shall then issue a written final decision no later than 60 days after the date of notice of the dispute.

2.5 CONFLICTS: The proposer acknowledges and warrants that no one was paid, or has agreed to pay, a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified in this request for proposal.

2.6 INSURANCE: Proposers must be eligible for and provide evidence of insurance coverage, which equals or exceeds the City’s minimum standards for the project. All insurance required must be provided by a company licensed to do business in the State of South. Proof of Insurance must accompany the signed contract. The policy shall not be cancelled unless the City is given at least thirty (30) days advance notice, and notice will be delivered in accordance with Policy Provisions.

2.6.1 Workers Compensation - The Proposer shall procure and maintain, for the life of this Contract/Agreement, Worker’s Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer’s Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any subcontractor that does not have their own Workers’ Liability Insurance.

2.6.1.1 Workers Compensation - Statutory limits as set by South Carolina Statutes

2.6.1.2 Employer’s Liability Insurance \$500,000/\$500,000/\$500,000

2.6.2 Commercial General Liability - The Proposer shall procure and maintain, for the life of this Contract/Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises, Medical Expense, Personal & Advertising Injury, General Aggregate, and Products and Completed Operations. The services being provided shall specifically be described under the “Description of Operations” on the certificate of insurance. The certificate of insurance should also name the City as additional insured.

Coverage: Each occurrence for:

2.6.2.1	Bodily Injury/ Property Damage:	\$ 1,000,000
2.6.2.2	Products/Completed Operations	\$ 2,000,000
2.6.2.3	General Aggregate	\$ 2,000,000
2.6.2.4	Damage to rented premises	\$ 100,000
2.6.2.5	Medical Expense (per person)	\$ 5,000
2.6.2.6	Personal & Advertising Injury	\$ 1,000,000

2.6.3 Automobile Liability: The Proposer shall procure and maintain, for the life of the Contract/Agreement, Automobile Liability Insurance. Either of the following two options or acceptable:

2.6.3.1 Combined single limit of \$1,000,000

2.6.3.2 Split Limits

Bodily Injury (per person)	\$ 500,000
Bodily Injury (per occurrence)	\$ 1,000,000
Property Damage	\$ 500,000

2.6.4 Other Property Insurance Coverages:

2.6.4.1 Proposer shall be responsible for insuring its own inventory, furniture, fixtures and cash.

2.6.4.2 Proposer shall purchase insurance which protects the City for loss of Rental income in the event a suspension of operation occurs. Minimum six (6) months of coverage.

2.6.5 Liquor Liability - The Proposer shall procure and maintain for the life of this Contract/Agreement a Legal Liquor Liability Policy with a limit of \$1,000,000 for the dispensing of fermented malted beverages. The insurance certificate shall name the City as an additional insured.

2.9 The proposer shall be responsible for fines and penalties as a result of a violation of federal, state, and local regulations pertaining to the work being performed, including but not limited to OSHA violations.

This area Left Intentional Blank.

3.0 SPECIAL TERMS AND CONDITIONS

3.1 Rules, Ordinances, and Laws - The Proposer shall observe, obey, and comply with all applicable ordinances and rules adopted by Federal, State and local governmental units and agencies having jurisdiction applicable to the Proposer bar and restaurant operations.

3.2 Assignment and Subleasing

3.2.1 The Proposer shall not sublease the restaurant premises in whole or in part, nor assign the contract or any rights or obligations there under to any other person, or change ownership or name without first obtaining the City's written approval.

3.2.2 All terms and conditions of the original contract shall extend to and is binding on any in all successors, societies and sub-leases approved by the city.

3.3 Cancellation by the City – The City reserves the right to terminate the contract shall any of the following occur:

3.3.1 Institution of proceedings for involuntary bankruptcy by the Proposer.

3.3.2 Institution of proceedings in involuntary bankruptcy against the Proposer if such proceedings continue or a period of 90 days.

3.3.3 Assignment by Proposer for the benefit of creditors.

3.3.4 Abandonment by the Proposer for five days or discontinuation of operations here under.

3.3.5 Total or partial destruction of restaurant premises by fire or any other casualty.

3.3.6 Failure of the Proposer to follow the requirements stated herein.

3.4 The City shall have the right to terminate the contract for nonpayment any sum due, when nonpayment continues for a period of 30 calendar days after the due date for such payment.

3.4.1 Before termination, the City shall send to Proposer a written notice of termination of contract by via registered mail at least 15 days in advance of the termination date.

3.4.2 If the Proposer pays all sums and interest due within a 15 days' notice, termination shall not occur.

3.4.3 However, should such termination proceedings be initiated three times or more in any 12-month period, the City shall have the right to immediately terminate the contract, without further notice.

- 3.5** The City shall have the right to terminate the contract after 30 days written notice is sent to the Proposer, via registered mail, of the occurrence of one or more of the following:
- 3.5.1 Non-performance of any term or condition of the contract, or any other action or inaction constituting a breach of the Proposer, and failure of the Proposer to remedy such a breach.
 - 3.5.2 The conduct of any business or the merchandising of any product or service not specifically authorized in the proposal and/or contract.
 - 3.5.3 A final judicial determination that any litigation instituted by the Proposer against the City was groundless or frivolous to the extent those attorneys' fees may be awarded.
 - 3.5.4 Should the Proposer correct offending occurrence within the 30-day notice period, termination shall not occur.
- 3.6** The Proposer shall have the right to terminate the contract upon the 30 days' written notice sent to the City by registered mail, upon the occurrence of any of the following:
- 3.6.1 Issuance by a court of competent jurisdiction of any pertinent injunction substantially restricting the use of the facilities for commercial purposes, with the injunction remaining in force for 90 calendar days or more.
 - 3.6.2 A breach by the City of any of the terms or conditions of the contract, and failure of the City to remedy such breach during a period of 30 calendar days after receipt of written notice sent via registered mail of existence of such a breach.
 - 3.6.3 The assumption by the United States government or any agency thereof, or any other governmental agency, or the operation, control or use of the restaurant or any substantial part thereof in such a manner as to substantially restrict the Proposers operations for a period of 90 calendar days or more.
- 3.7** Administration of the Contract: The administration of the food and beverage restaurant lease will fall under the responsibility of the Golf Club Manager.

4.0 SUBMISSION REQUIREMENTS AND OTHER PROPOSAL TERMS

4.1 **SUBMISSION REQUIREMENTS:** In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified. Complete all areas requesting information in the RFP, and address them following in the order listed:

4.2 PROPOSAL FORMAT: Proposals shall include the following order:

4.2.1 Table of Contents - clear identification of the material by section and by page number

4.2.2 Title Page – Show:

- Proposer’s company/firm name
- Address
- Telephone #
- Lead contact person(s) who are authorized to represent your firm in the bid process.

4.2.3 Letter of Transmittal (1–2 pages)

4.2.3.1 Briefly state the proposer’s understanding of the work to be done and make a positive commitment to perform the work.

4.2.3.2 Explain why the Proposer feels it should be awarded the contract for restaurant services at the Crowfield Golf Club.

4.2.3.2 Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses (email & physical) and telephone numbers.

4.2.3.3 Proposer’s warranty - State this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this Request for Proposal. The Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

4.2.4 General Information Page:

4.2.4.1 Legal Status - State if business is local, national or international and indicate the business legal status (corporation, partnership, etc.).

4.2.4.2 Date of incorporation or organized; State of incorporation.

4.2.4.3 Number of years in restaurant food and beverage industry.

4.2.4.3 Primary office of company/firm.

4.2.4.4 State if the business is licensed, permitted and/or certified to do business in the State of South Carolina and attach copies of all such licenses issued to the business entity.

4.2.4.5 List other all cities in which operations occur.

4.2.4.6 Indicate whether the business is a parent of subsidiary in a group of firms/agencies.

4.2.4.7 Firms submitting proposals as a joint venture shall submit to the City, as a part of their proposal, a copy of joint agreement.

4.2.5 Scope of Work - This section of the proposal should explain the scope of work as understood by the Proposer and detail the approach, activities and work products as set forth here. Additionally, this section shall include the following:

4.2.5.1 Proposer's menu(s) and Pricing (See Section 1.6)

4.2.5.2 Additional Services (See Section 1.6)

4.2.5.3 Mobile Cart Services (See Section 1.6)

4.2.5.4 Proposer's strengths; other considerations

4.2.5.5 Qualifications/Experience of Proposer/Staff who will provide the services. Include:

1. Business Qualifications of the Proposer's business, including description of the firm's experience.
2. Staff Qualifications of key staff (manager, assistant manager and individuals who will perform the work/services); relevant education, or professional courses and experience and similar work.
3. References - Provide at least three (3) current and pertinent financial references (name, address and phone number) that the City may contact in relation to the Proposer's financial stability in this type of work.
4. References - List at least three (3) former clients or lessors (name, address and telephone number) that can serve as a reference on similar current or past work/restaurant leases.

5. Performance statement – Specify Proposer’s expectations of accomplishment in the first year of operation and thereafter.

4.2.5.6 Vision – You may also include an open-ended discussion of your firm’s vision of the services to be offered at the Golf Course Clubhouse as well as examples of your approach, activities & works products of your business such as:

- Plans for the future Methods of operation
- Types of uniforms used
- Menu and food selection process
- Schedule of hours of operation
- Labor scheduling/staffing
- Equipment maintenance schedule
- Sanitation policies
- Proposed site improvements

4.2.5.7 Workload – Indicate current and anticipated workload and availability.

4.2.6 Other Supporting Documentation:

4.2.6.1 Provide statement of the Proposer’s financial stability, including information as to current or prior bankruptcy proceedings, if any.

4.2.6.2 Provide a summary of any litigation filed against the Proposer in the past three (3) years which is related to the services that the Proposer provides and the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome and the monetary amount involved, if any.

4.2.6.3 Evidence of the current levels of the insurance for general liability, workmen’s compensations and automotive liability, etc.

4.2.6.4 Legal Status –

- If Proposer is a Corporation, provide certification from the Secretary of State or verifying of the Proposer’s corporate status and good standing.
- For out-of-state businesses, provide evidence of authority to do business in the State of South Carolina.
- Provide the federal tax ID number of the Proposer.

4.2.7 Contract Terms

4.2.7.1 Leased area requested

4.2.7.2 Timeline for start of operations

4.2.8 Completed RFP Price Sheet (Section 6). **In no instance shall the City consider any fee proposal that does not represent an equitable value to the City. The City reserves the right to negotiate with the successful proposer on the agreed fees. The proposal shall remain binding one-hundred and fifty (150) calendar days after the RFP bid opening date.**

4.2.9 Forms: Submit all RFP forms included within this bid document.

4.3 Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of the RFP, and should not exceed 30 pages in length.

4.3.1 **Submit three (3) complete and individually bound, identical copies of your proposal, along with one (1) electronic copy (thumb-drive or CD).**



Electronic copy must be identical to hard copy.

4.4 **RESPONSE TO SCOPE OF SERVICES:**

4.4.1 Point of Contact – The Purchasing Coordinator, or a designee, will initiate any necessary communication with a proposer to obtain information or clarification to allow the proper and accurate review of the proposals.

4.4.2 CITY POINT OF CONTACT

All Proposers shall direct all communications and inquiries to:

Sherry Bodden
City of Goose Creek
519 N. Goose Creek Blvd.
Goose Creek, South Carolina, 29445,
843-797-6220, ext., 1109
sbodden@cityofgoosecreek.com

4.4.3 Contact Restrictions for Proposers: All questions or requests for *additional information regarding this proposal* MUST be directed to the designated Purchasing Coordinator indicated above. Prospective Proposers shall not contact any member of the City Administrator's Office or other City employees regarding this proposal prior to award recommendation by City Council and posting of the final tabulation on the City's Website at www.cityofgoosecreek.com. Any such contact shall be cause for rejection of your proposal.



4.4.4 **For convenience, be sure to cut out and use the label printed below, and affix to the outer sealed mailing envelope.**



**Deliver to: City of Goose Creek – City Hall –
Attn: Sherry Bodden
519 N. Goose Creek Blvd.
Goose Creek, SC 29406**

SEALED BID DO NOT OPEN

SEALED RFP#: Golf Club Restaurant Services Lease

DUE DATE/TIME: February 16, 2024 at 2:30 EST

- 4.5 **REQUESTS FOR ADDITIONAL INFORMATION:** The proposer shall furnish such additional information as the City Goose Creek may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.
- 4.6 **ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS:** The City reserves the right to request at any time before award that the proposer modify his proposal to more fully meet the needs of the City. The City also reserves the right to negotiate modifications to proposals it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.
- 4.7 **INCURRED EXPENSES:** The City is not responsible for any expenses that proposers may incur in preparing and submitting proposals called for in this RFP.
- 4.8 **INTERVIEWS:** The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. A formal oral presentation may be required of each firm that is selected during the initial review process (at the sole option of the City). If required, presentations should be in support of the firm’s proposal or to exhibit or otherwise demonstrate the information contained therein. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.).

4.9 ALTERNATE PROPOSALS:

- 4.9.1 An alternate proposal is viewed by the City as a proposal describing an approach to accomplishing the requirements of the RFP, which differs from the approach set forth in the solicitation.
- 4.9.2 An alternate proposal may also be a second proposal submitted by the same proposer, which differs in some degree from its basic or prime proposal.
- 4.9.3 Alternate proposals may address the technical approach, or other provision or requirements set forth in the solicitation. The City will, during the initial evaluation process, consider all alternate proposals submitted.

4.10 ADDENDA AND AMENDMENTS TO REQUEST FOR PROPOSAL: If it is necessary to revise or amend any part of this RFP, the Purchasing Agent will post the addendum on the City of Goose Creek website:

<https://www.cityofgoosecreek.com/government/vendor-solicitations>

It is the Proposer's responsibility, prior to submitting a proposal, to ascertain if any addenda have been issued, to obtain all such addenda, and to return any executed addenda with the proposal (or complete and sign addenda acknowledgement form). The failure of a Proposer to submit acknowledgment of any addenda that materially affects the proposal is considered a major irregularity and will be cause for rejection of the proposal.

4.11 PROPRIETARY INFORMATION: In accordance with Title 30 of the South Carolina Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that RFPs and the responses thereto are public records and subject to public inspection. If a proposer believes that any information contained in a proposal is confidential or proprietary and exempt from public disclosure, the proposer shall **identify specifically in writing** any such information contained in their proposals and cite specifically the applicable exempting law.

4.12 PROPERTY OF THE CITY: All proposals received from proposers in response to this RFP will become the property of the City of Goose Creek and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

4.13 LATE PROPOSALS: Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for the timely delivery of the proposals to the location designated for receipt of proposals.

4.14 COMPLETENESS: All information required by the Request for Proposals must be supplied to constitute a legitimate proposal.

5.0 EVALUATION OF PROPOSALS:

It is intended that one firm shall be selected to perform Golf Course restaurant food and beverage services on behalf of the City of Goose Creek. The City's staff will rank each prospective firm in order of preference, based upon items addressed in the qualifications that are received. The City, through its representatives, will negotiate with the highest ranked prospective firm. The firm retained serves at the discretion, direction and the pleasure of the City of Goose Creek.

5.1 Evaluation Committee: An evaluation committee will be formed to review, score, and rank all proposals. Proposals will be evaluated to determine those that best meet the needs of the City. The information you provide will be rated, utilizing a weighted system. After review of all proposals (and interviews if required) the evaluation committee will score each proposal based on the assigned evaluation criteria.

5.2 Presentation/Interview: At the option of the City, the top scoring firms may be required to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, and have the opportunity to provide food and/or beverage items to sample, but will not, in any way provide an opportunity to change any items in the original proposal. Each proposer will be notified at least seven (7) days in advance of the presentation if a presentation is necessary.

5.3 Short List: If needed, after review of all proposals and rating by the evaluation committee, the committee will rank, in order of preference, a short list of three (3) top proposers. The top ranked proposer with the highest Total Weighted Score will be recommended for award to the City Council. The City Council will accept the recommendation to award to the highest ranked firm, or to reject all proposals.

This area left blank intentionally.

5.4 EVALUATION CRITERIA SCORING:

EVALUATION CRITERIA		WEIGHT	(0 – 5) SCORE*	WEIGHTED SCORE
1	Scope of Services	30%		
2	Past Experience	10%		
3	Type(s) of uses proposed for building, restaurant and vision of operation	25%		
4	Lease fee	5%		
5	Timelines; milestones	15%		
6	Existing facilities and menus	10%		
7	Financial background checks and/or examination of books and records of proposer	5%		
TOTAL:		100%		

* Ratings:

- 0 - Not responsive; Included no information on the subject criteria
- 1 - Poor
- 2 – Fair
- 3 – Average
- 4 - Good
- 5 – Excellent/Superior

5.4.1 The above criteria is provided to assist the Proposers in the allocation of their time and efforts during the submission process. It also guides the Evaluation Committee during the ranking of proposers by establishing a general framework for those discussions. Past performance of Proposers’ services may also be included in determining recommendation for award.

5.5 QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS



5.5.1 Questions - Proposer shall address any questions regarding the proposal process to the Purchasing Coordinator, in writing and in sufficient time before the period set for the receipt and opening of proposals. Inquiries received within ten (10) calendar days of the date set for receipt of proposals may not be answered or given any consideration. The Purchasing Coordinator shall issue any interpretation for a proposer in the form of an addendum to the specifications. If an addendum is issued, the Purchasing Coordinator will convey that addendum to all proposers no later than five (5) days prior to the date set for receipt of proposals.

5.6 STAFF RECOMMENDATION – City Staff will present to City Council for acceptance and final award, one of the proposals, or may reject all proposals, within one hundred and fifty (150) calendar days from date of opening of proposals.

5.7 CONTRACT AWARD: The Proposer's proposal must be complete to be considered for award.

5.7.1 The City reserves the right to qualify, accept, or reject any or all vendors, as deemed to be in the best interest of the City. The City reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the Request for Proposal.

5.7.2 The City of Goose Creek reserves the right to accept any submittal, or any part or parts thereof, or to reject any and all submittals.

5.7.3 It is the City's intent to make an award within ninety (90) business days of the proposal due date.

5.7.4 Award, if made, will be in accordance with the terms and conditions herein and shall be in the form of a Contract.

5.7.5 EXECUTION OF AGREEMENT - Within fifteen (15) calendar days after issuance of the Notice of Award, the successful proposer will execute the Contract for Services and simultaneously provide any required licenses, bonds, indemnities and insurance certificates, not previously submitted. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

5.8 NEGOTIATIONS

- 5.8.1 The City may award a contract on the basis of initial offers received, without further negotiations, or may negotiate a final contract. Therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.
- 5.8.2 The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected Proposer. This process will continue until a contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against the City arising from such negotiations.

This area left blank intentionally.

SECTION 6 - STANDARD FORMS

THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL, AND ARE ATTACHED HEREWITH:

- 6.1 PROPOSER'S CERTIFICATION
- 6.2 ADDENDUM PAGE
- 6.3 REFERENCES
- 6.4 ANTI-COLLUSION STATEMENT
- 6.5 FEDERAL E-VERIFY COMPLIANCE
- 6.6 PRICING SHEET

NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL NOT BEING CONSIDERED FOR AWARD.

This area Left Intentional Blank.

6.1 PROPOSER’S CERTIFICATION

I have carefully examined the Requests for Proposals, Instructions to Proposers, General and Special Conditions, Vendor's Notes, Scope of Work, proposed agreement and any other documents accompanying or made a part of this Proposal.

I hereby propose to furnish the goods or services specified in the Requests for Proposals. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the proposals.

I certify that all information contained in this 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 vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Goose Creek or of any other proposer interested in said proposal; and that 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

BY: _____
SIGNATURE (ORIGINAL – blue or black ink)

NAME & TITLE (**type or print**)

EMAIL ADDRESS (**type or print**)

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

6.2 ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda (if applicable) to the Documents (Give number and date of each):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE SCOPE OF WORK IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

NAME OF BUSINESS

BY: _____
Signature

NAME & TITLE (**type or print**)

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

DATE

6.3 REFERENCES (2 pages)

Proposer shall submit as a part of the bid package, **three (3) Customer references** with name of the customer, address, contact person, and telephone number. (See Section 4.2.5.5)

REGARDING PROPOSER: _____

FINANCIAL REFERENCES (3)

CLIENT REFERENCES (3)

Reference 1	Reference 1
Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email:	Email:
Reference 2	Reference 2
Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email:	Email:

FINANCIAL REFERENCES (3)

CLIENT REFERENCES (3)

Reference 3	Reference 3
Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email:	Email:

6.4 **ANTI-COLLUSION STATEMENT**

ANTI-COLLUSION STATEMENT: The below signed Proposer has not divulged to, discussed or compared his/her bid with other proposers and has not colluded with any other parties to bid whatsoever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

6.5 **FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

Proposer hereby certifies that the U.S. Department of Homeland Security’s E-Verify system will be used to verify the employment eligibility of all new employees hired by the Proposer during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the CITY upon request.

As the person authorized to sign these statements, I certify that this company complies/will comply fully with the above statements/requirements.

Proposer’s Company Name

Authorized Signature

Signature Name – Printed

Title

Federal ID # or SS #

Date

6.6 **PRICING SHEET** – Golf Course Restaurant Services / Lease

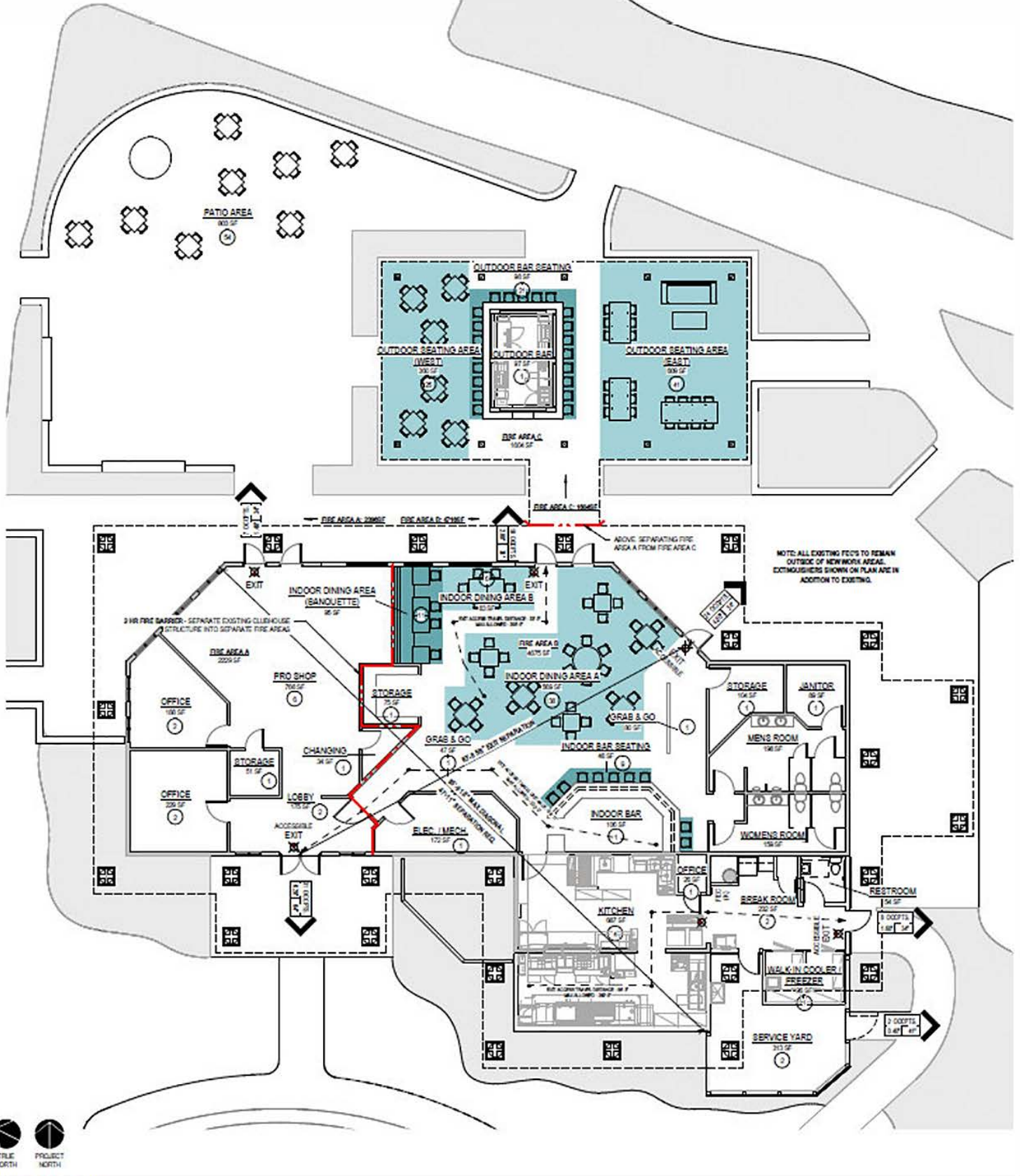
Proposer Name:

Federal Tax ID number:	
Owner/CEO Name(s):	

1. Proposed monthly lease payment	\$
Additional Terms/Options:	
Approximate starting date: If your company is awarded the contract, what date will you be ready for business by?	

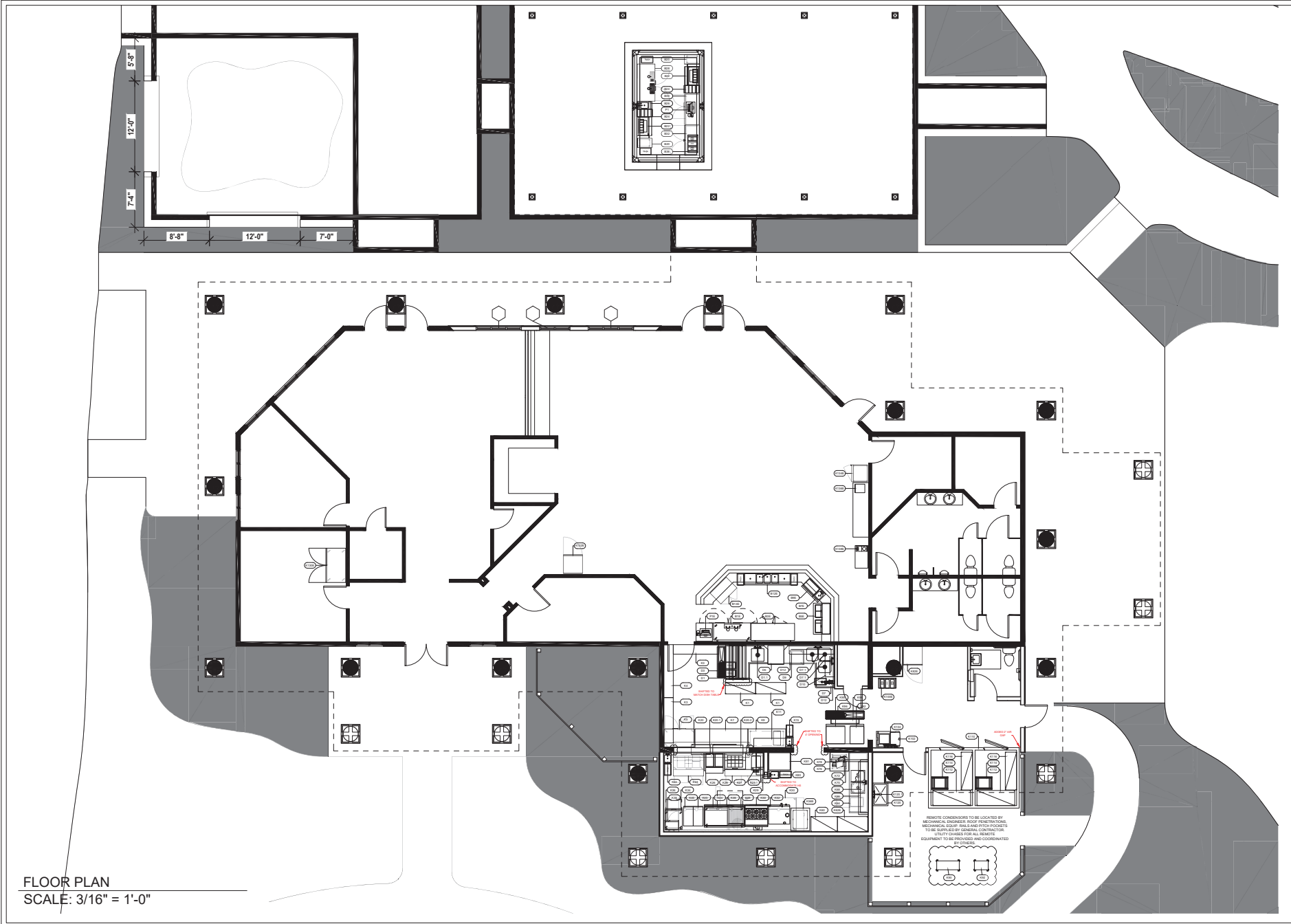
<u>NOTE 1:</u> All items quoted must be in compliance with the scope of work. If you are taking exception, indicate those exceptions on company letterhead and attach to RFP.
--

EXHIBIT A - BUILDING FLOOR PLAN



1 LIFE SAFETY PLAN
 0/23 18" = 1'-0"

EXHIBIT B - KITCHEN LAYOUT & EQUIPMENT SPECIFICATIONS



FLOOR PLAN
SCALE: 3/16" = 1'-0"

BERLIN'S
Restaurant
Supply, Inc.

1801 Southway Avenue
St. Charles, MO 63076
314-733-1000
Fax: 314-733-1010
www.berlins.com

CONFIDENTIALITY NOTICE: THESE DRAWINGS, SPECIFICATIONS, OR ANY PART THEREOF, ARE THE PROPERTY OF BERLIN'S RESTAURANT SUPPLY, INC. AND MAY NOT BE REPRODUCED, COPIED, OR USED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT. DRAWINGS ARE NOT TO BE USED IN PLACE OF AN ARCHITECTURAL OR ENGINEERING DRAWING. BERLIN'S WILL NOT BE HELD RESPONSIBLE IF DRAWINGS ARE USED FOR ARCHITECTURAL OR ENGINEERING DRAWINGS. THESE DRAWINGS REFLECT THE REQUIREMENTS OF BERLIN'S EQUIPMENT ONLY. THEY DO NOT INCLUDE CONVEYERS OR DRAINS.

CROWFIELD GOLF CLUBHOUSE
3000 HAMLET CIRCLE
GOOSE CREEK, SC 29445

- 1. NOT FOR MEP ROUGHINS
- 2. NOT FOR CONSTRUCTION

NO	REVISION	BY	DATE

EQUIPMENT LAYOUT

Drawn by JOSH EDWARDS

Date: 2.16.23

Scale: AS NOTED

Sheet

K101

EXHIBIT B - KITCHEN LAYOUT & EQUIPMENT SPECIFICATIONS

BERLIN'S
Restaurant
Supply, Inc.

101 South Cooper
St. Charles, SC 29580
(803) 733-1111
Fax: (803) 733-1111
www.berlins.com

CONFIDENTIALITY NOTICE: THESE DRAWINGS, SPECIFICATIONS, AND ALL INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF BERLIN'S RESTAURANT SUPPLY, INC. AND MAY NOT BE REPRODUCED, COPIED, OR USED IN WHOLE OR PART WITHOUT WRITTEN CONSENT. DRAWINGS ARE NOT TO BE USED IN PLACE OF ENGINEERING DRAWINGS. BERLIN'S WILL NOT BE HELD RESPONSIBLE IF DRAWINGS ARE USED FOR ARCHITECTURAL OR ENGINEERING DRAWINGS. THESE DRAWINGS REFLECT THE REQUIREMENTS OF THE EQUIPMENT ONLY. THEY DO NOT INCLUDE CONDUIT OR OUTLETS.

CROWFIELD GOLF CLUBHOUSE
 300 HAMLET CIRCLE
 GOOSE CREEK, SC 29445

ITEM NO	QUANTITY	CATEGORY	EQUIPMENT SCHEDULE	EQUIPMENT REMARKS	ITEM NO
B1E	1	DRAFT BEER COOLER	MFR	EXISTING / VERIFY SPECIFICATIONS	B1E
B3E	1	BACK BAR CABINET, REFRIGERATED	TRUE MFG. - GENERAL FOODSERVICE	EXISTING / VERIFY SPECIFICATIONS	B3E
B5E	1	BOTTLE COOLER	TRUE MFG. - GENERAL FOODSERVICE	EXISTING / VERIFY SPECIFICATIONS	B5E
B7E	1	HAND SINK	EAGLE GROUP	WALL BACKING REQUIRED 0" - 40" AFF. / EXISTING / VERIFY SPECIFICATIONS	B7E
B9E	1	ICE BIN	EAGLE GROUP	WALL BACKING REQUIRED 0" - 40" AFF. / EXISTING / VERIFY SPECIFICATIONS	B9E
B12E	1	UNDERBAR SINK UNITS	EAGLE GROUP	WALL BACKING REQUIRED 0" - 40" AFF. / EXISTING / VERIFY SPECIFICATIONS	B12E
B14E	1	REFRIGERATOR, UNDERCOUNTER, REACH-IN	CUSTOM	EXISTING / VERIFY SPECIFICATIONS	B14E
B20	2	WORK TABLE, STAINLESS STEEL TOP	ADVANCE TABCO	WALL BACKING REQUIRED 0" - 40" AFF	B20
B22	2	ICE BIN	KROWNE	WALL BACKING REQUIRED 0" - 40" AFF	B22
	2	SODA SYSTEM, PARTS & FITTINGS	KROWNE	WALL BACKING REQUIRED 0" - 40" AFF	
	2	ICE BIN DIVIDER	KROWNE		
	2	SPEED RAIL / RACK	KROWNE		
B24	2	BOTTLE STORAGE UNIT	KROWNE	WALL BACKING REQUIRED 0" - 40" AFF	B24
B26	1	UNDERBAR SINK UNITS	GLASTERER	WALL BACKING REQUIRED 0" - 40" AFF	B26
	1		GLASTERER	WALL BACKING REQUIRED 0" - 40" AFF	
B28	1	DRAFT BEER COOLER	BEVERAGE AIR		B28
B30	1	BACK BAR CABINET, REFRIGERATED	BEVERAGE AIR		B30
B32	1	BACK BAR CABINET, NON-REFRIGERATED	KROWNE	WALL BACKING REQUIRED 0" - 40" AFF	B32
B36	1	BAG IN THE BOX	CUSTOM FAB	BY VENDOR / VERIFY SPECIFICATIONS	B36
D1	1	DISHABLE, SOLED 1" SHAPED	ADVANCE TABCO	WALL BACKING REQUIRED 24" - 96" AFF	D1
D1-1	1	PRE-RINSE FAUCET ASSEMBLY	KROWNE		D1-1
D3	1	FLOOR TROUGH	ADVANCE TABCO	SEE SPECIFICATION SHEET FOR DETAILS	D3
D5	1	DISHWASHER, DOOR TYPE, VENTLESS	CMA DISHMACHINES	BY VENDOR / VERIFY SPECIFICATIONS	D5
	1		CMA DISHMACHINES	BY VENDOR / VERIFY SPECIFICATIONS	
D7	1	DISHABLE WITH POTSINKS	ADVANCE TABCO	WALL BACKING REQUIRED 24" - 48" AFF	D7
D7-1	2	DRAIN LEVER / TWIST WASTE	KROWNE		D7-1
D9	1	OVERSHELF	ADVANCE TABCO	WALL BACKING REQUIRED 48" - 96" AFF	D9
D10	1	OVERSHELF	ADVANCE TABCO	WALL BACKING REQUIRED 48" - 96" AFF	D10
D12	1	RACK DOLLY	CAMBRO		D12
D12	1	HOSE REEL	T&S BRASS	WALL BACKING REQUIRED 48" - 96" AFF	D12
K1	2	SHELVING UNIT, HYBRID POLYWIRED WITH POLYMER POST	METRO		K1
K3	2	SHELVING, WALL MOUNTED	ADVANCE TABCO	WALL BACKING REQUIRED 48" - 96" AFF	K3
K4	1	SHELVING, WALL MOUNTED	ADVANCE TABCO	WALL BACKING REQUIRED 48" - 96" AFF	K4
K5	1	REFRIGERATED WORK TOP	BEVERAGE AIR		K5
K7	1	WORK TABLE, CABINET BASE OPEN FRONT	ADVANCE TABCO	WALL BACKING REQUIRED 24" - 48" AFF	K7
K9	1	WORK TABLE, STAINLESS STEEL TOP	ADVANCE TABCO	WALL BACKING REQUIRED 24" - 48" AFF	K9
K11	1	SHELVING, WALL MOUNTED	ADVANCE TABCO	WALL BACKING REQUIRED 48" - 96" AFF	K11
K13	1	COFFEE TEA BREWER	BUNN	BY VENDOR / VERIFY SPECIFICATIONS / WATER SUPPLIED FROM CENTRALIZED FILTRATION SYSTEM ITEM K104	K13
K15	1	HAND SINK	KROWNE		K15
K20	1	PASS-THRU SHELF	ADVANCE TABCO	MOUNTED ON LOW 50" AFF WALL	K20
K20-1	1	HEAT LAMP	HATCO		K20-1
K20-2	1	HEAT LAMP	HATCO		K20-2
K22	1	HAND SINK	KROWNE	WALL BACKING REQUIRED 24" - 96" AFF	K22
K24	1	MEGA TOP SANDWICH / SALAD PREPARATION REFRIGERATOR	BEVERAGE AIR		K24
K26	1	HOT FOOD SERVING COUNTER / TABLE	VOLLATH		K26
K27	1	CONVEYOR TOASTER	HATCO		K27
K28	1	MEGA TOP SANDWICH / SALAD PREPARATION REFRIGERATOR	BEVERAGE AIR		K28
K29	1	SHELVING, WALL MOUNTED	ADVANCE TABCO	WALL BACKING REQUIRED 48" - 96" AFF	K29
K29-1	1	SHELVING, WALL MOUNTED	ADVANCE TABCO	WALL BACKING REQUIRED 48" - 96" AFF	K29-1
				LOCATION OF FANS TO BE DETERMINED BY MECHANICAL ENGINEER. INTERCONNECTING WIRING TO BE COMPLETED BY ELECTRICAL CONTRACTOR. SEE EXHAUST HOOD SUBMITTAL FOR SPECIFICATIONS AND DETAILS.	
K30	1	EXHAUST HOOD	CAPTIVEAIRE		K30

K34	1	WORKTOP FREEZER	BEVERAGE AIR		K34
K36	1	MICROWAVE OVEN	PANASONIC		K36
K38	1	MICROWAVE OVEN, SHELF	ADVANCE TABCO	WALL BACKING REQUIRED 48" - 96" AFF	K38
K40	2	GAS FLOOR FRYER	VULCAN		K40
K44	1	GRIDDLE, GAS, COUNTERTOP	VULCAN		K44
K46	1	WORKTOP COOK STAND REFRIGERATOR	BEVERAGE AIR		K46
K48	1	CHARBROILER, GAS, COUNTERTOP	VULCAN		K48
K50	1	RANGE, 36" 8 OPEN BURNERS	VULCAN		K50
K52	1	COMBI OVEN, ELECTRIC	RATIONAL	WATER SUPPLIED FROM CENTRALIZED FILTRATION SYSTEM ITEM K104	K52
	1	INSTALLATION KIT	RATIONAL		
	1	OVEN CLEANER	RATIONAL		
	1	EQUIPMENT STAND, OVEN	RATIONAL		
	1	SMOKER	RATIONAL		
K56E	1	WORK TABLE, STAINLESS STEEL TOP	ADVANCE TABCO	EXISTING / VERIFY SPECIFICATIONS	K56E
K60	1	SHELVING UNIT, HYBRID POLYWIRED WITH POLYMER POST	METRO		K60
K62E	1	SHELVING UNIT, HYBRID POLYWIRED WITH POLYMER POST	METRO	EXISTING / VERIFY SPECIFICATIONS	K62E
K64	1	WORK TABLE WITH (FREP SINKS)	ADVANCE TABCO	WALL BACKING REQUIRED 24" - 48" AFF	K64
K66	1	SHELVING, WALL MOUNTED	ADVANCE TABCO	WALL BACKING REQUIRED 48" - 96" AFF	K66
K68	1	SHELVING, WALL MOUNTED	ADVANCE TABCO	WALL BACKING REQUIRED 48" - 96" AFF	K68
K70	1	SHELVING, WALL MOUNTED	ADVANCE TABCO	WALL BACKING REQUIRED 48" - 96" AFF	K70
K72	1	SHELVING, WALL MOUNTED	ADVANCE TABCO	WALL BACKING REQUIRED 48" - 96" AFF	K72
K76	1	WORK TABLE, STAINLESS STEEL TOP	ADVANCE TABCO		K76
	1	CASTERS	ADVANCE TABCO		
K78	1	FOOD SLICER, ELECTRIC	CLORE		K78
K80	1	HAND SINK	KROWNE	WALL BACKING REQUIRED 24" - 96" AFF	K80
K81	1	REACH-IN FREEZER	BEVERAGE AIR		K81
K82E	1	REFRIGERATED MERCHANDISER	TRUE MFG. - GENERAL FOODSERVICE		K82E
K90	1	ICE MAKER, CUBE-STYLE	HOSHIZAKI	WATER SUPPLIED FROM CENTRALIZED FILTRATION SYSTEM ITEM K104 / BY VENDOR / VERIFY SPECIFICATIONS	K90
	1		HOSHIZAKI	WATER SUPPLIED FROM CENTRALIZED FILTRATION SYSTEM ITEM K104 / BY VENDOR / VERIFY SPECIFICATIONS	
	1	REMOTE CONDENSER UNIT	HOSHIZAKI	BY VENDOR / VERIFY SPECIFICATIONS / LOCATION OF REMOTE CONDENSER TO BE DETERMINED BY ENGINEERING. / ROOF RAILS TO BE SUPPLIED BY CONTRACTOR. / QUICK DISCONNECTS TO BE INSTALLED TO MEET LOCAL CODE	
K92	1	NUGGET ICE MAKER	HOSHIZAKI	WATER SUPPLIED FROM CENTRALIZED FILTRATION SYSTEM ITEM K104 / BY VENDOR / VERIFY SPECIFICATIONS	K92
	1	REMOTE CONDENSER UNIT	HOSHIZAKI	BY VENDOR / VERIFY SPECIFICATIONS / LOCATION OF REMOTE CONDENSER TO BE DETERMINED BY ENGINEERING. / ROOF RAILS TO BE SUPPLIED BY CONTRACTOR. / QUICK DISCONNECTS TO BE INSTALLED TO MEET LOCAL CODE	
K94	1	ICE BIN FOR ICE MACHINES	FOLLETT	BY VENDOR / VERIFY SPECIFICATIONS	K94
K96	1	FLOOR TROUGH	ADVANCE TABCO	SEE SPECIFICATION SHEET FOR DETAILS	K96
K100E	1	BAG IN THE BOX	CUSTOM FAB	BY VENDOR / VERIFY SPECIFICATIONS	K100E
K102	1	ICE BIN / ICE CADDY, MOBILE	CAMBRO	MOBILE	K102
K104	1	WATER FILTRATION SYSTEM FOR ICE MACHINES	3M PURIFICATION	WALL BACKING REQUIRED 48" - 96" AFF	K104
K110	1	WALK-IN COOLER / FREEZER	AMERICAN PANEL	BY OWNER / VERIFY SPECIFICATIONS	K110
K112	2	SHELVING UNIT, HYBRID POLYWIRED WITH POLYMER POST	METRO		K112
K114	2	BUN / SHEET PAN RACK	ADVANCE TABCO		K114
K116	2	SHELVING UNIT, HYBRID POLYWIRED WITH POLYMER POST	METRO		K116
K120	1	MOP SINK	CUSTOM	BY CONTRACTOR / VERIFY SPECIFICATIONS	K120
K120-1	1	SERVICE FAUCET	KROWNE	WALL BACKING REQUIRED 0" - 48" AFF	K120-1
K132E	1	REACH-IN REFRIGERATOR	SATURN	EXISTING / VERIFY SPECIFICATIONS	K132E
K132E	1	REFRIGERATED MERCHANDISER	TRUE MFG. - GENERAL FOODSERVICE	EXISTING / VERIFY SPECIFICATIONS	K132E
K134E	1	REFRIGERATED MERCHANDISER	TRUE MFG. - GENERAL FOODSERVICE	EXISTING / VERIFY SPECIFICATIONS	K134E
K136E	1	HOT DOG STEAMER	NEWCO	EXISTING / VERIFY SPECIFICATIONS	K136E
K138E	1	COFFEE BREWER	BUNN	EXISTING / VERIFY SPECIFICATIONS	K138E
PT	1	POINT OF SALE	CUSTOM FAB	EXISTING / VERIFY SPECIFICATIONS	PT
PT	1	POINT OF SALE	CUSTOM FAB	BY VENDOR / VERIFY SPECIFICATIONS	PT

NO	REVISION	BY	DATE

EQUIPMENT SCHEDULE

Drawn by
JOSH EDWARDS

Date: 2.16.23

Scale: AS NOTED

Sheet: **K101.1**