

**ARLINGTON RIDGE  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA PACKAGE**

**Wednesday, January 10, 2024**

**Remote Participation:**

Zoom: <https://us02web.zoom.us/j/3797970647>, Meeting ID: 3797970647

--or--

Call in (audio only) (415) 762-9988 or (646) 568-7788, 3797970647#



313 Campus Street  
Celebration, Florida 34747  
(407) 566-1935

# Agenda

# Arlington Ridge Community Development District

## Board of Supervisors

Robert Hoover, Chairman  
Ted Kostich, Vice Chairman  
Bill Middlemiss, Assistant Secretary  
Claire Murphy, Assistant Secretary  
James Piersall, Assistant Secretary

## Staff:

Angel Montagna, District Manager  
Jeanie Johnson, District Manager  
Jennifer Kilinski, District Counsel  
Meredith Hammock, District Counsel  
David Hamstra, District Engineer  
Lee Graffius, Community Director  
John Barnett, Facilities Manager  
Jason DeWildt, General Manager  
Dan Zimmer, VP Operations, Troon

## Workshop Agenda Wednesday, January 10, 2024 – 2:00 p.m.

### Public Conduct Notice:

Members of the public are provided the opportunity for public comment at specific times during the meeting. Each member of the public is limited to three (3) minutes, at the discretion of the Presiding Officer, which may be shortened depending on the number of speakers.

Speakers shall refrain from disorderly conduct, including launching personal attacks.

The Presiding Officer and District Manager shall have the discretion to remove any speaker who disregards the District’s public decorum policies.

Public comments are not a Q&A session; Board Supervisors and District staff are not expected to respond to questions during the public comment period.

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Audience Comments on Agenda Items – Three- (3) Minute Time Limit ..... 2:10 to 2:30
4. Discussion Items
  - A. RFP for Golf Course Management Services..... Page 5 2:30 to 3:45
  - B. RFP for Food and Beverage Operations Services..... Page 34 3:45 to 5:00
5. Adjournment

*The next meeting is scheduled for Thursday, January 18, 2024.*

### District Office:

**Inframark**  
313 Campus Street, Celebration, FL 34747  
407-566-1935  
[www.ArlingtonRidgeCDD.org](http://www.ArlingtonRidgeCDD.org)

### Meeting Location:

**Fairfax Hall**  
4475 Arlington Ridge Blvd., Leesburg FL 34748  
Participate remotely: Zoom <https://zoom.us/j/3797970647>  
OR dial 415-762-9988 or 646 568-7788, ID 3797970647

# **Section 4**

## **Discussion Items**

# **Subsection 4A**

## **RFP for Golf Course**



*Arlington Ridge Community Development District*

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REQUEST FOR PROPOSALS  
FOR  
GOLF COURSE MANAGEMENT SERVICES

[RFP Issuance Date]

DRAFT

**Arlington Ridge Community Development District  
Request for Proposals  
Golf Course Management Services**

**Table of Contents**

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  - B. Instructions to Proposers
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  - A. Golf Course Maintenance Standards
  - B. Building Maintenance Standards – Pro Shop, Golf Course Restrooms, Golf Cart Storage Building, Golf Course Maintenance Building

DRAFT

**PART I.A. NOTICE OF REQUEST FOR PROPOSALS**  
**Arlington Ridge Community Development District**  
**Request for Proposals for Golf Course Management Services**

The Arlington Ridge Community Development District (the “**District**”), located in Lake County, Florida, hereby announces that it is soliciting proposals from qualified firms (“**Proposers**”) to provide management, supervision, labor, materials, equipment, and related services necessary for the operation of the District’s golf course (“**Arlington Ridge GC**” or “**ARGC**”), and associated facilities, through a management contract structure. The Arlington Ridge GC is a semi-private community golf facility, which is required to operate as a public golf course, consisting of an 18-hole golf course, driving range, putting green, chipping green, pro shop, golf cart storage structure, maintenance building, maintenance compound, and administrative office. The District is simultaneously conducting two requests for proposals (“**RFP**”) and is soliciting proposals for (i) Golf Course Management Services, pursuant to this RFP, which generally consists of provision of labor, materials, equipment, and related services necessary for the operation of the District’s golf course and associated facilities, and (ii) Restaurant Management Services, pursuant to a separate RFP, which generally consists of provision of labor, materials, equipment, and related services necessary for the operation of the District’s food and beverage operations. The District encourages proposers to submit proposals for both RFPs but may select two vendors in order to serve the best interests of the District.

The RFP, consisting of instructions to Proposers, technical information, Proposal forms, and other materials, will be available upon request to [angel.montagna@inframark.com](mailto:angel.montagna@inframark.com) and is expected to be available beginning [**RFP Issuance Date**] at [**RFP Issuance Time**] (EST). The District reserves the right in its sole discretion to make changes to the RFP until up until the Proposal Deadline, as defined herein, and to provide notice of such changes only to those Proposers who have provided their contact information to the District Manager via e-mail at [angel.montagna@inframark.com](mailto:angel.montagna@inframark.com).

To be eligible to submit a proposal, and in addition to any other requirements set forth in the RFP packet, an interested firm must hold all required local, state, and federal licenses in good standing, and be authorized to do business in Lake County and the State of Florida.

Firms desiring to provide Golf Course Management Services to the District must submit one (1) original copy and one (1) electronic copy (PDF format and all documents included on a USB flash drive) of the required Proposal no later than [**Proposal Deadline Date**] at [**Proposal Deadline Time**] (EST), at the District’s administrative office located at [Address] (or at an alternative location to be determined and announced).

Proposals shall be in the form provided in the RFP package and submitted in a sealed envelope that shall bear “RESPONSE TO REQUEST FOR PROPOSALS FOR ARLINGTON RIDGE CDD GOLF COURSE MANAGEMENT SERVICES ENCLOSED” on the face of it. The District reserves the right to return to the Proposer any Proposals received after the time and date stipulated above. Each Proposal shall remain binding for a minimum of one hundred twenty (120) days after the Proposal opening.

Proposals will be evaluated in accordance with the criteria included in the RFP packet. **The District reserves the right to reject any and all Proposals, make modifications to the work,**



**award the contracts in whole or in part with or without cause, and waive minor or technical irregularities in any Proposal, as it deems appropriate, and if the District determines in its discretion that it is in the District's best interests to do so.** There is no requirement that these services be publicly procured; therefore, no interested party shall be afforded protest rights by submitting or not submitting a proposal. Additional information and requirements regarding protests are set forth in the RFP packet and the District's Rules of Procedure, which are available from the District Manager, Inframark IMS, at 210 N. University Drive, Suite 702, Coral Springs, Florida, 33071, or by sending an email to [angel.montagna@inframark.com](mailto:angel.montagna@inframark.com), or by telephone at (954) 603-0033.

Any and all questions relative to this procurement shall be directed in writing by e-mail only to the District Managers, Angel Montagna ([angel.montagna@inframark.com](mailto:angel.montagna@inframark.com)) and District Counsel, Meredith Hammock ([meredith@cddlattorneys.com](mailto:meredith@cddlattorneys.com)). No phone inquiries please.

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## PART I.B. INSTRUCTIONS TO PROPOSERS

### *General Instructions*

#### 1. STATEMENT OF INTENT.

The Arlington Ridge Community Development District (the “**District**”), located in Lake County, Florida, hereby announces that it is soliciting proposals from qualified firms (“**Proposers**”) to provide management, supervision, labor, materials, equipment, and related services necessary for the operation of the District’s golf course (“**Arlington Ridge GC**” or “**ARGC**”), and associated facilities, through a management contract structure. The Arlington Ridge GC is a semi-private community golf facility, which is required to operate as a public golf course, consisting of an 18-hole golf course, pro shop, driving range, putting green, chipping green, golf cart storage structure, maintenance building, maintenance compound, and administrative office. The District is simultaneously conducting two requests for proposals (“**RFP**”) and is soliciting proposals for (i) Golf Course Management Services, pursuant to this RFP, which generally consists of provision of labor, materials, equipment, and related services necessary for the operation of the District’s golf course and associated facilities, and (ii) Restaurant Management Services, pursuant to a separate RFP, which generally consists of provision of labor, materials, equipment, and related services necessary for the operation of the District’s food and beverage operations. The District encourages proposers to submit proposals for both RFPs but may select two vendors in order to serve the best interests of the District.

The District reserves the right to enter into agreements with multiple Proposers, waive any irregularities submitted, reject any and/or all submittals, re-advertise, and accept any submittals deemed to be in the best interest of the District. There is no requirement that these services be publicly procured; therefore, no interested party shall be afforded protest rights by submitting or not submitting a proposal. All interested parties must register by email to the District Manager ([angel.montagna@inframark.com](mailto:angel.montagna@inframark.com)) their name, email address, address and telephone number to receive any future changes, additions, addendums or notices concerning this RFP.

At the discretion of the District, a short list of the most qualified Proposers may be developed, and Proposers may be asked to give a short presentation or interview as part of the evaluation and selection process. All information provided shall be considered by the District in making a recommendation to enter into an agreement with the selected Proposer.

The Proposer selected for will be required to perform all services identified in these specifications, which will at a minimum include the following:

- Golf course operations with emphasis on excellent course playability and an exceptional level of customer service.
- Maintenance of golf course and identified facilities to preserve and enhance the District’s investment.
- Operate and manage the pro shop, facilities, and golf cart operation.
- Promote and market the facilities to drive revenue and economic performance.
- Develop and implement recommendations for capital improvements.
- Initiate new programs and services to increase usage of the facility.
- Fund 100% of the annual operating and maintenance expenses as well as approved capital improvements and equipment from annual revenues, with Board approval.

The District desires to make this opportunity available to all qualified proposers. The District has made a significant investment in acquiring this golf facility that it is the centerpiece amenity of the Arlington Ridge community. The District is looking for firms or individuals to partner with the District who share its vision for maintaining and operating quality golf and restaurant facilities.

The successful Proposer shall be an independent contractor and shall furnish all management, supervision, labor, and all other services, as required by the District, consistent with generally accepted operations of a quality golf course facility with public access. It is the desired goal of the District to have an executed agreement with the successful proposer on or before October 1, 2024.

**2. GOLF COURSE BACKGROUND.**

The ARGC is owned by the District, an independent unit of government established pursuant to Chapter 190, Florida Statutes. The District is governed by the Board of Supervisors (“**Board**”). The Board is comprised of Arlington Ridge residents who are elected officials. ARGC was constructed and opened to the public in 2006. ARGC consists of 18 regulation golf holes, pro shop, driving range, putting green, chipping green, golf cart storage structure, maintenance building, maintenance compound, and administrative office. The golf facility is one of several high-quality daily fee and semi-private golf courses located in the Lake County area. The course features an 18-hole Gary Koch designed course, including a 280-yard driving range, practice green and chipping area, on-course restrooms and 2000 square-foot (“**sf**”) pro shop, along with other accessory buildings that include cart storage and golf course maintenance. The golf layout includes wide and generous fairways, trees, water features on nearly every hole, numerous bunkers, and relatively large greens. Despite an abundance of homes abutting most fairways, the buffer area between the playing areas and the homes is ample.

The District currently has an agreement with Troon Golf – Indigo Golf that is due to expire in October of 2024. This agreement is for the total management and maintenance of the entire course and all associated operations.

The Golf Course Complex is located within the heart of the Arlington Ridge District at: 4463 Arlington Ridge BLVD. Leesburg FL. 34748, just off SR 27 and CR 48.

**A. Recent Performance**

The ARGC currently enjoys approximately 49,000 rounds annually (FY 2023), divided by categories as shown below. Please note the 2023 rounds are year to date, from October 2022 to July 2023:

<b>Category</b>	<b>FY 2020 (Actual)</b>	<b>FY 2021 (Actual)</b>	<b>FY 2022 (Actual)</b>	<b>FY 2023 (Budgeted)</b>
Member	12,439	18,762	19,069	18,692
Outing	3,996	3,460	7,823	4,128
Public	27,434	22,870	22,349	23,114
<b>Total</b>	<b>43,869</b>	<b>45,092</b>	<b>49,241</b>	<b>45,934</b>

The following table shows a condensed summary of total operating revenue from defined sources at ARGC from 2020 to 2022.

<b>Revenue Source</b>	<b>Actual FY-20</b>	<b>Actual FY-21</b>	<b>Actual FY-22</b>
Greens Fees	\$699,945	\$699,626	\$867,280
Cart Fees	\$105,409	\$2,847	\$2,397
Driving Range	\$35,984	\$39,410	\$41,694
Pro Shop Sales	\$56,567	\$89,319	\$141,140
Other Golf Revenue (club rental, handicap)	\$3,763	\$6,501	\$5,778
Clinic/School Revenue	\$852	\$989	\$1,229
Dues Income	\$300,667	\$436,355	\$495,428
Miscellaneous Income	\$348	(\$3921)	\$11,697
<b>Total Revenue</b>	<b>\$1,203,534</b>	<b>\$1,271,126</b>	<b>\$1,566,728</b>

**3. ANTICIPATED TERMS AND SUBMITTAL REQUIREMENTS.**

The District’s interest is to entertain proposals from Proposers for the operation of ARGC through a management contract structure. The District will consider management proposals from interested and qualified Proposers for any and or both areas of the operation. Respondents shall outline their proposed terms, management fee, structure, approach and final terms will be negotiated with the successful Proposer(s).

Respondents submitting proposals for the golf course management services shall, at a minimum, include the following in their responses:

- Letter of interest describing legal composition of the entity; and
- Business plan to include:
  - description of the business from an ownership, organizational, historical, and structural perspective; and
  - number of proposed full time and part-time employees by position title, educational experience to be required to qualify for each type of position and anticipated salary range; and
  - expected market for its product and its marketing plan to include growth of membership base; management plan, including operational and financial issues; and
  - projected schedule for expansion or initiation of operations; and critical risks and perceived problems or obstacles.
- Operator Experience/Project Team(s) Qualifications/Financial Capability; and
- Resumes of key management staff; and
- Turf management plan and capital improvement plan overview; and
- References: four (4) verifiable references of which two (2) must be letters of reference; and
- Financial capability:
  - Proposer should have a demonstrated record of financial responsibility commensurate with the obligations contemplated under this RFP.
  - Proposers should include profit and loss statement as well as balance sheet from the most recent complete year of operation for existing businesses or a financial plan (cash flow pro forma) with proof of financial capacity for new ventures.

- Duration and renewal options; and
- Managerial fee structure, license fee, any proposed gross revenue sharing proposal; and
- Be prepared to discuss and project budgets for capital improvements and operational budgets in compliance with governmental accounting procedures; and
- Demonstrate the ability to provide the District with timely, monthly financial reports for the month preceding the monthly Board meeting(s) held on the third Thursday of each month. The monthly reports shall be submitted to the District's management company no later than 10 days after month's end.

#### A. Golf Course Operations

Specific to golf operations, the District is interested in maintaining consistently high standards of service and quality.

- **Basic Responsibilities, Policies and Procedures**
  - The operator will provide a level of service (customer service, maintenance standards, etc.) at least equal to or superior to the standards that exist at ARGC in 2023.
  - The course shall be operated as a public facility in a nondiscriminatory manner.
  - The operator will employ experienced and qualified personnel to operate, manage and supervise the Pro Shop, Pro Shop employees, and to plan and implement tournaments, outings, merchandise selection and sales, and the golf instruction programs.
  - The operator will employ high quality maintenance practices and provide course maintenance and day-to-day playability conditions to 2023 or higher standards (*see* “Attachment A – Golf Course Maintenance Standards” and “Attachment B – Building Maintenance Standards”).
  - The operator will employ a golf course superintendent that is experienced and qualified.
  - The operator will be responsible to develop, implement, and fund a robust and effective marketing program that produces positive results in terms of growth of golf rounds purchased and associated revenues (and to the extent possible, cross markets the District's restaurant operations).
  - The golf course and concession operations shall be open on a daily basis, from dawn to dusk, with the exception of closures due to inclement weather conditions, and scheduled maintenance days shall be approved by the District.
  - The operator will be responsible for maintenance and daily custodial cleaning of golf course related facilities, including the pro shop and the on-course restrooms, to quality standards.
  - The operator will be responsible for maintaining and cleaning the maintenance facilities that include the maintenance shop, equipment and storage, and offices.
  - The operator will be responsible to maintain all areas of the golf facility litter and trash free, including the parking lot, ponds located on the golf course proper (pond maintenance and treatment currently provided by others), golf course maintenance area, and the golf course proper.
  - The operator will be required to cooperate with the District during special events and other unanticipated eventualities.

- The operator will be responsible for regular pest control inspections and extermination, in compliance with all State and local regulations concerning pesticide applications and nutrient management.
- The operator will be responsible for regular pest control inspections and extermination, in compliance with all State and local regulations concerning pesticide applications and nutrient management.
- Smoking in any building is strictly prohibited. The operator will be required to adhere to and enforce this policy and Florida law.
- The operator will be responsible for assuming all rental, lease, or maintenance agreements currently in place for golf course equipment such as mowers, Gaters, golf carts, etc. Changes to the aforementioned items may be altered, but Board approval will be required to do so.
- **Operations and Programming**
  - The District expects the operator to create and maintain a high-quality golfing experience for members, the public and the Arlington Ridge community.
  - The District expects the operator to increase annual and seasonal golf club membership by marketing membership opportunities to residents and to the general public.
  - The District expects the operator to implement customer service mechanisms that will enhance the satisfaction of patrons, including, but not limited to, ideas to promote faster speeds of play. These mechanisms shall be outlined in the proposal.
  - In addition to general operation and management staff, the operator will provide course marshals and starters.
  - The operator is expected to implement innovative and effective player development programs.
  - The operator will develop and implement marketing and promotion programs that will effectively improve the District's market share in the regional golf market, and to employ yield management strategies to encourage play during slow play periods.
  - The operator will provide high-quality golf instruction programs for players of all ages and abilities, including individual and group lesson opportunities with well qualified instructors.
  - The operator is strongly encouraged to continue and enhance the facility's existing leagues as a mechanism to promote increased activity and group camaraderie at the facility. In addition, the operator is expected to host other tournaments and outings, including the possibility of hosting local or state tournaments.
  - The operator will offer a convenient on-line tee time reservation system with customer service benefits comparable to systems offered within the local/regional market. The operator will be required to utilize a golf-specific point-of-sale (POS) system that has proper modules for maintaining a database of customer information (e.g., zip codes, emails), electronic marketing, electronic tee sheet management, retail management, reporting and accounting.

- The operator will offer a convenient on-line tee time reservation system with customer service benefits comparable to systems offered within the local/regional market. The operator will be required to utilize a golf-specific point-of-sale (POS) system that has proper modules for maintaining a database of customer information (e.g., zip codes, emails), electronic marketing, electronic tee sheet management, retail management, reporting and accounting.
- The operator will be responsible for proposing innovative options and/or solutions to increase course quality, play efficiency, and overall profitability.
- **Management of Operating Revenues and Expenses**
  - The operator will be required to submit monthly statements of gross receipts and expenses from all categories of income in a format approved by the District no later than [10 days' after month's end **or** at a time established by the District].
  - At the end of each operating year, the operator will be required to submit a detailed income and expense statement for the past year's operation that will be subject to audit by an independent audit firm chosen by the District.
  - The vendor will be required to maintain cash handling and revenue control, and loss prevention, systems to ensure the accurate and complete deposit and recording of all revenues, in a form and manner acceptable to the District.
  - If the Proposer is intending management of both golf and restaurant operations, separate accounting and bank accounts must be utilized to ensure that no commingling of funds between the two operations occurs.
- **Pro Shop**
  - Proposer shall operate and manage the Pro Shop at quality standards, as the primary, customer friendly point of sale for course access and by providing golf merchandise for sale as appropriate.
  - Proposers shall explain in detail plans for operating the Pro Shop, including proposed hours of operation, which at minimum must be open when the golf course is open (dawn to dusk), and the types of merchandise and services that will be provided.
- **Beverage Cart**
  - Proposer shall operate a beverage cart during course hours and shall work with the Food and Beverage provider for pricing efficiencies, this operation operates under a separate liquor license.
- **Capital Improvements**
  - The operator will assess needs and work with the District to develop plans, including implementation strategies, for necessary and desirable capital level improvements to the golf course, training facilities, clubhouse, pro shop, and maintenance facilities. The selected Proposer will work with the District cooperatively to plan and implement capital projects. Major renovation and improvement projects will be subject to written District approval prior to implementation.

- **Fuel Storage**
  - For any vehicle fuel dispensing tanks (above or below ground), the vendor will be required to follow all State and local guidelines and keep accurate records as required by law.
  - The vendor will have staff on-site with required training and certifications for the operation of these tanks.
  - Any changes, removals, or additions of tanks must be preapproved by the District and in accordance with regulations.
  - The vendor will be required to maintain valid and sufficient pollution control liability insurance and any other required insurance coverage for the tanks.
- **Golf Course and Clubhouse Security**
  - The operator will provide and maintain procedures and systems to ensure the security of the golf course and all support amenities, including but not limited to a fire and burglar alarm system.
- **Compliance with Laws**
  - The operator shall comply with all District, State, and Federal requirements to provide safe and accessible recreational opportunities for everyone, including persons with disabilities.
  - The operator will be required to comply with all District, State, and Federal laws relating to access for persons with disabilities. The operator is encouraged to exceed accessibility requirements whenever possible and not simply provide the minimum level required.

## **B. Basic Requirements for Management Contract**

Prior to commencement of the contract, the successful firm shall work cooperatively with the District Board to further clarify the intended goals and purpose of the management contract; discuss and clarify any issues; gain an understanding of District operations; and establish responsibilities and timeframes. The management company will assume responsibility for the following operations associated with the golf course on an annual basis:

- Formulating and implementing business plans, maintenance, and operating programs, and budgets to be submitted to the Board for approval for each year.
- Developing recommendations for green and cart fees, subject to District approval, and indexed to local or regional competitive golf facilities of similar type and quality. Setting of fees will be subject to a negotiation process and partnership between the District and the operator.
- Procuring (at District expense) and maintaining all equipment used in operation of the golf facility, including maintenance vehicles and equipment.
- Purchasing of all supplies, consumables, etc. for use in the operation of the golf course.
- Propose facility improvements, with specific recommended projects and an implementation schedule subject to District approval. The extent of District involvement will be dependent on the size, scope, and budget of each proposed facility improvement project.



- Meeting with the District Board and/or District's designee monthly, or as deemed necessary by the District, to review operations, expense/revenue reports, marketing/promotion programs, repair and improvement projects, long-range plans, etc.
- Presenting monthly reports for both maintenance and expense/revenue reports to the District by the 10<sup>th</sup> day of each month to allow inclusion into pre-Board meeting informational packets for Board Supervisors.
- The successful Proposer(s) will provide an in-person representative to attend Board meetings that currently occur the third Thursday of each month at 2:00 p.m. (EST).
- The successful Proposer(s) must conduct quarterly golf membership meetings to provide an interface between the successful Proposer(s) and golf and social members.
- The successful Proposer(s), as a rule, must schedule the use of Fairfax Hall through the District Activities Director a minimum of  weeks prior to use of venue. Exceptions may be made, but after the deadline, there is no guarantee that the venue will be made available to successful Proposer(s).
- Comply with all applicable laws, rules, and regulations while performing its obligations under the Management Contract, including that Vendor will not take a tax position inconsistent with it being a manager and not owner of the any of the District facilities.

**C. Agreement Terms for Management Contract.** The District is not currently setting specific requirements for length of term or level of compensation. The District expects proposals to be negotiable based on other terms of the final agreement. The District is open to operational ideas, considerations and other factors.

**D. Management Fee for Operations.** Under the terms of a Fee-for-Service Management Contract, the operator will be paid an annual management fee, either fixed, incentive-based, or a hybrid thereof. Proposers shall include a proposed, annual management fee, and a proposed incentive fee with their proposals. If gross revenues are to be shared, specify the plan for doing so.

**E. Term of Agreement.** The term of the Agreement shall begin on an agreed-upon date, which is expected to be on or before October 1, 2024, and shall end on the last day of the month preceding the fifth anniversary of the start date unless terminated by the District prior to that date. The contract may be renewed for one (1) additional five (5) year periods at the District's sole discretion.

**F. Performance Bond.** The successful Proposer(s) will be required to provide the District a performance bond, which must remain in effect for the duration of the term. The bond, in the amount of \$500,000, will be due upon contract signing.

**G. Termination for Convenience.** The Agreement may be terminated upon mutual consent of the operator and the District. If either party wishes to terminate the agreement for convenience, it must notify the other party in writing at least 180 days prior to the proposed termination date.

**H. Termination for Cause.** The District shall have the right to terminate this agreement for cause, based on the management company's performance, as follows:

- Consistent inability to maintain economic performance of the District's golf facility;

- Persistent or repeated failure to meet the performance standards for the facility;
- Persistent or repeated disregard of laws, ordinances, rules, regulations or orders of a public authority having jurisdiction;
- Persistent or repeated failure to supply properly skilled workers that results in performance impairments;
- Breach of fiduciary obligations under the Agreement;
- Filing of a voluntary petition for protection under federal bankruptcy laws or the failure to obtain the dismissal of an involuntary petition under federal bankruptcy laws within 90 days;
- Discontinuance of its business or activities at the facility; or
- Any other substantial breach of the Agreement.

If the District terminates the Agreement for cause, the management company will not be entitled to receive any further payment. In addition, the management company will vacate the facility within seven (7) days and turn over the facility and all equipment, supplies, inventory, goods, property, etc., to the District, unless such date is extended in writing by the District. If the cost of completing the services that were the responsibility of the management company under the Agreement exceeds the balance of the costs in the Agreement between the management company and the District, the management company shall be responsible for paying the difference to the District. The obligation for payment shall survive termination of the Agreement.

I. **Financial Notes.** The successful Proposer(s) shall furnish to the District's Board a report of total gross revenues and gross losses at the conclusion of each month, in writing. Said report shall be subject to audit by the District. The successful Proposer(s) shall also provide the following:

- **Monthly Accounting.** The successful Proposer(s) shall maintain such bookkeeping and accounting methods and methods of collection of moneys as shall permit successful Proposer(s) to accurately compute the revenues and expenses relating to the ARGC. Such records shall be made available to District during the normal hours of business of the facility. The successful Proposer(s) shall furnish to the District a statement of gross revenues relating to the facility operation for each month, and such statement shall be delivered to the District no later than 10 days following month's end [or days prior to the District's Board of Supervisor's meeting].
- **Annual Accounting.** The successful Proposer(s) shall submit to District, no later than sixty (60) days after the close of the fiscal year (September 30) a profit and loss statement relating to the golf course, prepared by a certified public accountant licensed by the State of Florida. Such statement shall contain an appropriate certification that all gross receipts during the yearly accounting period have been duly and properly reported to the District.
- **Point of Sales System.** The successful Proposer(s) may be required to use the District's Point of Sales System and provide the District POS reports upon request.
- **Tax Records.** District reserves the right to require the successful Proposer(s) to furnish District a certified copy of the successful Proposer(s)'s federal income tax return for the preceding calendar year insofar as it relates to the subject matter of financial reports.

- **On-Site Audit.** District reserves the right to audit and inspect the successful Proposer(s)'s employees, sales, and inventory at the site or wherever appropriate, and all inventory records relating to the operation of the golf course at any time during the collection of receipts and stocking processes.
- **Bank Deposits.** The successful Proposer(s) shall maintain a separate District bank account the operation of the golf course facility. The successful Proposer(s) shall maintain all banking records and bank deposit receipts concerning the same. District reserves the right to require the successful Proposer(s) to furnish such records and receipts to District at any time during the term of the Agreement.

J. Minimum Qualifications Criteria

- Five years' experience, by the firm, managing and maintaining a regulation 18-hole public golf course(s), preferably district/municipally owned facilities.
- Firm shall provide three golf industry references and three credit references.
- Five years of experience, by the individual who will be the on-site general manager of the Course, in managing regulation 18-hole public golf course, preferably district/municipally owned facilities. This may be the same person as the Director of Golf or a different individual.
- Five years as a Class A-13 or Class A-1 member of the Professional Golfers Association of America or the Ladies Professional Golfers Association this person shall be the resident golf professional at ARGC. This may be the same person as the General Manager or may be a different individual.

4. SUBMISSION OF PROPOSALS.

Firms desiring to provide to the District must submit one (1) original copy and one (1) electronic copy (PDF format and all documents included on a USB flash drive) of the required Proposal no later than **[Proposal Deadline Date] at [Proposal Deadline Time] (EST)**, at the District's administrative office located at [Address] (or at an alternative location to be determined and announced). Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at that time. Proposer shall assume full responsibility for timely delivery at location designated for receipts of Proposals. Proposals received either in person, or by mail after the time and date for receipt of Proposals will not be accepted and will be returned unopened. Oral, telephonic, or e-mail Proposals are invalid and will not be considered.

5. SUMMARY OF SCHEDULE. The District anticipates the following schedule for the procurement, though certain dates may be subject to change:

Date/Time	Event
	RFP Notice Issued.
	RFP packet available upon request to District Manager.
	Deadline to challenge RFP packet.
	Mandatory Pre-Proposal Meeting.
	Site inspections available upon request. Prior approval from District Manager is required.

	Deadline for questions.
	Proposal submittal deadline and official bid opening.

**6. MANDATORY PRE-PROPOSAL MEETING.**

A. A **mandatory** pre-proposal meeting will be held at **[Preproposal Meeting Time] (EST) on [Preproposal Meeting Date]**.

B. **Proposers are required to attend the pre-bid meeting for a detailed discussion of the proposal process.** At that time, Proposers will have the opportunity to tour the facilities.

C. Proposers should not attempt to tour facilities without prior authorization from the District Manager or General Manager and must not in any way disrupt employees or operations during the proposal process.

**7. FAMILIARITY WITH THE LAW.** By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the Proposal in compliance with all such laws, ordinances and regulations. Moreover, Proposers shall comply with all laws, ordinances and regulations applicable to the development contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered. The proposals shall comply with the District’s Rules of Procedure, City of Leesburg and Lake County Land Development Code, Building Code and other applicable regulatory requirements. Approval by the District, in its proprietary capacity does not constitute regulatory approval of any aspect of the proposal by the District, in a regulatory capacity.

**8. INTERPRETATIONS AND ADDENDA; ZONE OF SILENCE.** Any and all questions relative to this procurement shall be directed in writing by e-mail only to the District Managers, Angel Montagna ([angel.montagna@inframark.com](mailto:angel.montagna@inframark.com)) and District Counsel, Meredith Hammock ([meredith@cddlattorneys.com](mailto:meredith@cddlattorneys.com)). No phone inquiries please.

All questions must be received no later than **[Deadline for Questions], at 5:00 p.m. (EST)** to be considered. Interpretations or clarifications considered necessary by the District in response to such questions will be issued by addenda e-mailed to all parties recorded as having received the RFP packet. Only questions answered by formal written addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers via e-mail and, accordingly, all Proposers should email the District Manager at [angel.montagna@inframark.com](mailto:angel.montagna@inframark.com) to request to be placed on the distribution list.

Except as set forth in this Section, Proposers (including Proposer’s officers, directors, employees, agents, representatives, contractors, affiliates, subsidiaries or anyone else acting on a Proposer’s behalf) should not communicate during the submission and evaluation process with any District Supervisor, Evaluation Committee member, staff member, or other representative of the District in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means

of communication. This does not apply to pre-solicitation conferences or communications with staff not concerning this solicitation. **ANY COMMUNICATION CONTRARY TO THE REQUIREMENTS OF THIS SECTION may cause an individual firm, or team, to be disqualified from participating.**

9. **INSURANCE.** All Proposers shall include as part of the Proposal a current Certificate of Insurance detailing the company's insurance coverage, or some other evidence of insurance or insurability. In the event the Proposer is notified of award, it shall provide proof of insurance in the form required by the District within such time period as the District may request.

10. **SUBMISSION OF ONLY ONE PROPOSAL.** Proposers may be disqualified, and their Proposals rejected, if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract, or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

11. **PROPOSAL MODIFICATION; INQUIRIES BY THE DISTRICT; WITHDRAWAL.** Proposals may be modified by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time Proposals are due. The District reserves the right to ask clarification questions and seek additional information from any of the Proposers at any time. Prior to the time and date designated for receipt of Proposals, Proposals submitted early may be modified or withdrawn only by an appropriate document duly executed (in the manner that a Proposal must be executed) and hand-delivered by notice to the party receiving Proposals at the place and prior to the time designated for receipt of Proposals. No Proposal may be withdrawn for a period of one hundred and twenty (120) days from the due date for the Proposals.

12. **ACKNOWLEDGEMENTS.** In addition to any other requirements set forth in this RFP packet, by submitting a Proposal, the Proposer acknowledges the following:

- A. The Proposer has carefully reviewed the RFP packet, including any other documentation included within the RFP packet. The documents contained within the RFP packet are complementary, and what is called for by one is binding as if called for by all. If the Proposer finds any conflicts, errors, ambiguities or discrepancies with the RFP packet, he/she shall call it to the District's and/or the District's designees' attention in writing within the time period allotted for asking questions as part of the procurement process.
- B. The Proposer is responsible for inspecting the site prior to submitting a Proposal and notifying the District and/or its designee of discrepancies in the RFP packet that may affect its costs, timing, etc.
- C. Unless otherwise specified, if any are required, the successful Proposer(s) shall secure and pay for all fees associated with necessary permits or approvals.

- D. All materials and services provided by Proposer shall be performed in strict compliance with all applicable governmental regulations, permits required, 2010 American with Disabilities Act (“ADA”) Accessibility Guidelines, and local, state and federal laws.

### 13. EVALUATION OF PROPOSALS.

All qualified submissions received by the deadline will be analyzed by the District according to the criteria outlined in these specifications. Failure to comply with the provisions of the RFP may cause any proposal to be ineligible for evaluation.

Proposers responding to this RFP shall be available for interviews with the District. Discussions may be conducted with Proposers for purposes of clarification to assure full understanding of and conformance to the RFP requirements. After proposals are opened, any selected entity notified by the District should be prepared to meet with the District at the time and date determined by the District. Selection shall be based on the firms’ qualifications and proposal, as applicable to the scope and nature of this RFP. Determination of qualifications shall be based on written proposals, responses from past and current references and information presented to the District during oral interviews, if any.

Necessary experience in golf course management must be documented for proposals involving the operation of the golf course. Each proposal will be initially analyzed and evaluated according to the evaluation criteria below. In addition to the proposal, the Board of Supervisors and its staff may request additional material, information or references from the submitting entity or others.

#### A. Comparative Management Proposal Criteria:

Proposals shall be reviewed, ranked and based on the following criteria:

- a. The desire of the District to have Arlington Ridge Golf Course maintained and operated in a top-quality manner.
- b. Firm’s demonstrated ability to manage, operate and /or maintain an 18-hole public golf course, preferably district/municipally owned facility.
- c. Firm’s plan for the physical maintenance of the golf course.
- d. Firm’s plan to manage fiscal operations so that 100% of the operating cost, debt service, and capital improvements are covered annually. Be specific about methods, promotions, marketing, etc. that would lead to a balance between expenses and revenues.
- e. Firm’s plan for the use and application of chemicals to be applied to the golf course.
- f. Firm’s plan to furnish the pro shop, provide maintenance to equipment for the golf course operation.
- g. Firm’s plan to staff the maintenance and /or operation of the golf course.

- h. Experience and qualifications of firm’s key staff (general manager, golf professional, course superintendent) with regard to their abilities to manage, maintain, and operate a public golf course.
- i. Firm’s plan to make any improvements to the golf course and buildings beyond required maintenance, and how they would propose funding these improvements.
- j. Firm’s ability to provide extensive public relations and marketing. The District is committed to maintaining relationships with residents and members. The firm must be able to provide superior services and effective promotions to satisfy the residents and members and to increase revenues through golf functions.
- k. Firm’s plan to improve ARGC financials. Each firm is encouraged to review ARGC financials for previous years of operations and identify areas where it would seek improvement and indicate how it would do so.
- l. Firm shall indicate a plan to work with restaurant operations to enhance and attract events, both golf and non-golf outings.

In order to assist the Board in evaluating each proposal please respond in the above order.

<b>Evaluation Criteria</b>	<b>Points</b>
Proposer’s qualifications, experience, and past performance of the firm/team	35 points
Business concept	35 points
Financial analysis, capability, proposed terms, gross revenue sharing and fees	30 points

Importance and weighting of the criteria may change depending on the overall proposal options received. Upon completion of the evaluations, the final selection and award of a contract or contract(s) rests with the Board of Supervisors, which has the sole discretion at which option they believe will best meet the interests of the District.

Provided it is in the best interest of the District, the Proposer(s) determined to be the most responsive, taking into consideration the evaluation factors set forth in this RFP, will be selected to begin contractual negotiations. The Proposer(s) selected will be invited to submit more comprehensive information if necessary. If no satisfactory agreement can be reached with the “most responsive entity,” then the District is anticipated to begin contractual negotiations with the Proposer determined to be the next most responsive, and, if unsuccessful in reaching a satisfactory agreement, will continue the process of entering into contractual negotiations with any/all Proposers whom proposals are determined to be in the best interest of the District.

As a part of the Proposal evaluation process, the District may conduct a background investigation of Proposer, including a record check by the City of Leesburg and Lake County Sheriff’s Office or private security firm, as determined by the District. Proposer’s submission of a proposal constitutes acknowledgment of the process and consent to such investigation.

**14. DISTRICT’S RIGHT TO TAKE ACTIONS IN ITS BEST INTERESTS.** The District reserves the right to reject any and all Proposals, make modifications to the work, award the contract in whole or in part with or without cause, and waive minor or technical irregularities in

any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so.

**15. RFP POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES.** The District may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

**16. INDEMNIFICATION.** To the fullest extent permitted by law, Proposer shall indemnify, hold harmless, and defend the District and its Board members, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, employees, representatives, contractors, subcontractors, agents, successors and assigns of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, relating to the Proposal and/or this RFP and to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Proposer or those acting on Proposer's behalf. In the event that any indemnification, defense or hold harmless provision of this RFP is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees.

**17. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.

**18. PUBLIC RECORDS AND PROPRIETARY INFORMATION.** Responses to this RFP, upon receipt by the District, become public records subject to the provisions of Chapter 119, Florida Statutes, Florida's Public Records Law. To the extent permitted by law, all documents pertaining to this RFP shall be kept confidential until the proposal evaluation is complete, and a contract is awarded. No information about any submission of proposals shall be released to anyone until the process is complete, except to the appropriate District staff and Board of Supervisors. If Proposer(s) believe that any portion of its response is exempt from Florida Public Records Law, Proposer(s) should clearly identify the specific documents for which confidentiality is claimed and provide specific legal authority of the asserted exemption. It is also strongly recommended that those specific materials that you assert qualify for exemption from Chapter 119, Florida Statutes, be submitted in a separate envelope and clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the proposal number marked on the outside. Please also note that details of proposals, including alleged trade secrets, with the exception of a company's financial statements, may be disclosed at a public meeting.

In the event the District determines that any materials claimed to be exempt as trade secrets do not qualify as such, the Proposer will be contacted and will have the opportunity to rescind their proposal or waive their claim to confidentiality. Please be aware that the designation of an item as a trade secret by Proposer, and the refusal to disclose any materials submitted to the District, may be challenged in court by any person. By Proposer's designation of material in its proposal as a "trade secret" Proposer(s) agree to hold harmless the District for any award to a plaintiff for



damages, costs or attorneys' fees and for costs and attorneys' fees incurred by the District by reason of any legal action challenging Proposer's claim, and the District's refusal to disclose.

Please be aware that public meetings will be required through the approval process for the chosen project, and that the designation of financial or other information as a trade secret does not preclude this subject matter from discussion during a public meeting. In the event that a claim of any kind is filed challenging the confidentiality of the Proposer's information, the District may require the Proposer to indemnify, defend and hold harmless the Indemnitees from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, relating to the claim.

**19. MANDATORY AND PERMISSIVE REQUIREMENTS.** The only mandatory requirements contained within this RFP are that: (i) an interested firm must hold all required local, state and federal licenses in good standing, and (ii) be authorized to do business in Lake County and the State of Florida. All of the requirements or provisions set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead may be taken into account in the evaluation and scoring of the Proposal.

**20. PROTESTS.** There are no protest rights afforded to any proposer through this Request for Proposal process.

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**PART I.C. EVALUATION CRITERIA**

<b>Evaluation Criteria</b>	<b>Points</b>
Proposer's qualifications, experience, and past performance of the firm/team	35 points
Business concept	35 points
Financial analysis, capability, proposed terms, gross revenue sharing and fees	30 points

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## Attachment A

### Golf Course Maintenance Standards

The work includes maintenance of grass on greens (including putting greens and perimeter slopes), tees (including practice tees), approaches, collars, ditches, fairways, roughs, sand traps, driving range, lakes and maintenance of trees, shrubs and landscaping throughout the entire acres covered by this contract. **Note:** Where specific fertilizers, chemicals, seed, supplies, products or techniques are specified below, similar items or techniques of equal or better effectiveness that are without additional cost to the District may be used if pre-approved by the District's contract manager.

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

The District realizes there are many different philosophies in course maintenance. Therefore, respondents may submit proposals containing alternate guidelines as long as they alternatives insure optimum performance. The alternate guidelines must be submitted in writing on a separate sheet(s) attached to the proposal.

#### A. Mowing:

- i. Greens will be mowed every day the course is open for play at a height of cut that is acceptable to the District without causing undue stress to the turf. Typically, a cutting height between 5/32 inches to 1/4 inch will be maintained. Greens should be maintained to achieve at least an '8' "stimp meter" reading. The integrity of the original size of greens shall be maintained.
- ii. Tees will be mowed three times per week. A mowing height of 1/2 inch to 3/4 inch will be maintained. No more than 33 percent of the leaf surface will be removed at any one mowing. The integrity of the original size and design of tees shall be maintained.
- iii. Fairways, Approaches, and Collars will be mowed three times per week during the active growing season and two times per week during the cooler periods. A height of cut of 1/2 inch to 3/4 inch will be maintained. There may be certain times during the summer when this frequency may increase due to changes in climatic conditions. The frequency of cut during the cooler periods may also be increased to three times per week when the fairways are overseeded. No more than 33 percent of the leaf blade shall be removed at any one mowing. The integrity of the original size of fairways shall be maintained.
- iv. Tee and green slopes and roughs will be mowed weekly during the active growing season and as needed the balance of the year. A height of cut of 1-1/4 inch to 1-1/2 inch will be maintained.
- v. Growth regulators may be utilized in wet areas during the summer months when excessive rainfall is predicted to keep the turf under a manageable condition.

**B. Aeration:**

- i. Greens will be aerated as needed to provide the soil with the proper air, water, and soil ratio required for healthy putting surfaces. Two to three conventional core aerations (2 inches deep on 2 inch centers, minimally) coupled with one deep tine aeration during the summer months will be performed annually. Spiking of all greens shall be performed between aerations to maintain proper water infiltration.
- ii. Tees will be aerated two times, minimally, during the year with a conventional aerator to alleviate compaction and help control thatch.
- iii. Fairways/Roughs will be aerated one time, minimally, during the summer months to alleviate compaction. Also, supplemental aerations will be done on the heavily compacted areas and may be accomplished with a deep-tine aerator.

**C. Verticutting/Spiking:**

- i. Greens will be vertically mowed during the active growing season to help promote quality putting surfaces. Typically, every two weeks during the active growing season would be considered minimal. Spiking of the greens will be performed regularly during the summer months to prevent algae build-up and to help maintain proper water
- ii. Tees will be vertically mowed in conjunction with the aerations services during the summer. The frequency of vertical mowing will be adjusted accordingly should the playing areas become “spongy.”
- iii. Fairways and roughs will be vertically mowed or scalped, if necessary, in order to prevent matting and/or the build-up of thatch in these areas.

**D. Topdressing:**

- i. Greens will be top dressed in conjunction with the verticutting/spiking and aeration operations. This will be accomplished with a soil mix or sand that is similar to the make-up of the existing soil profile.
- ii. Greens will be top dressed every two weeks during the active growing season to help maintain a smooth putting surface. In addition to this, during the interseeding period, the greens will be “dusted” with topdressing.
- iii. Tees will be top dressed two times during the summer in conjunction with the aeration operations. In addition, the divots will be filled in on a weekly basis, minimally, to ensure an even playing surface.

**E. Fertilization:**

- i. Greens will be fertilized with one (1) pound of actual nitrogen per one thousand (1000) square feet each month under normal conditions. Slow release type materials shall be utilized unless it is determined not to be necessary by the Client. Types of materials and analysis rates shall be determined by growing conditions at the time of treatment and the results of soil nutrient level. Rates of application may vary upon the material used. Soil tests shall be taken four (4) times per year.
- ii. Soil nutrient level testing will be performed to determine the types of materials and analysis to be used on fairways and tees based on growing conditions at the time of treatment. Under normal conditions, one (1) pound of actual nitrogen per one thousand (1000) square feet shall be applied four (4) times per year. Slow release

materials shall be utilized unless it is determined not to be necessary by the Owner. Soil tests shall be taken four (4) times per year. Fertilizer applications shall be made a minimum of four (4) times per year.

- iii. Four (4) pounds of nitrogen per one thousand (1000) square feet should be applied annually, under normal conditions. Contractor shall conduct soil tests two (2) times each year to determine the type of materials to use at the time of treatment based on the soil tests and growing conditions. Fertilization of the roughs shall be included in the fairway applications with the same blend of fertilizer.

**F. Overseeding:**

- i. Each June, Arlington Ridge Community Development District shall determine with the advice of the Contractor and Superintendent, what type of overseeding (liquid or actual seed) shall be done the following fall, for the Greens, Tee Boxes, Practice Greens and Driving Range. The bid shall breakdown the costs for liquid vs. actual overseeding and adjustments that shall be made to the annual cost, if any.

**G. Bunker Maintenance:**

- i. Contractor shall rake the sand bunkers in their entirety 3 times per week.
- ii. Contractor shall perform fly mowing one (1) time per week in active growing seasons, and as needed in the dormant season. The normal cutting height shall be between 1" and 1 3/4".
- iii. Contractor shall perform edging once each month, or more often as necessary. Contractor shall take care to maintain the design outline of the bunkers to ensure the integrity of the bunker shape.
- iv. Contractor and Owner shall determine when sand shall be replenished or replaced. The cost of all sand replacement shall be at the owner's expense. The superintendent will notify the client and the golf professional.

**H. Equipment Repair and Maintenance:**

- i. The Contractor will follow all manufacturers' guidelines in the maintenance and repair of District owned or District leased golf course maintenance equipment. Furthermore, through mutual agreement, it is possible that the District will direct the golf management company to provide (through a sub-contracted golf course maintenance equipment lease or other arrangement) all necessary golf course maintenance equipment. . All of the Contractor's equipment technicians will be qualified and are encouraged to attend industry workshops and seminars to stay updated on the latest trends and repairs of equipment.

**I. Irrigation:**

- i. The irrigation systems will be repaired and maintained on a regular basis by qualified Contractor staff.
- ii. These employees will be required to attend service seminars to keep updated on the latest irrigation development and trends in the industry.
- iii. In order to protect the interest of both parties, Contractor will place a "Not To Exceed" of \$15,000 annually on the irrigation repairs. Contractor will track these

expenses and report the account totals on a monthly basis to the District. The cost of these repairs will be in material costs only.

**J. Integrated Pest Management:**

- i. The goal is to have the ARGC as weed and insect free as possible and to prevent any damaging outbreaks of pests. Contractor's approach to the control of damaging pests and weeds will include curative and preventative types of control measures using the most appropriate products available.
- ii. Contractor will be responsible for the implementation of an integrated pest management (“IPM”) program for all playing areas of the course including roughs via regular monitoring, problem and potential problem identification, preventative measures, diagnosis and treatment. All greens will be inspected regularly for the presence of damaging pests, insects, or fungus. All greens shall be treated as required to prevent or control fungus and insect activity and damage to the turf. An application of Chipco Choice (or equivalent) shall be applied to control the insect population in the fairways and roughs to allow optimum turf root growth.
- iii. Fire ant mounds throughout the golf course will be controlled on an as-needed basis.

**K. Other Maintenance/Service:**

- i. Contractor will be responsible for properly moving the cups and tee markers and repairing ball marks. In addition, all trash will be removed, divot buckets will be filled, and the ball washers, if any, checked for clean towel and soap solution daily. If ball washers are acquired during Contractor’s tenure, the ball washer soap will be changed a minimum of once per week throughout the year.

**L. Trash and Debris Removal:**

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

**M. Organic Materials and Tree Debris Removal:**

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

**N. Deep Rough/Natural Areas Maintenance:**

- i. Contractor will maintain the natural areas within the boundaries of the play areas. These areas are to be kept free of fallen limbs, sucker growth, undesirable vegetation and weeds. Any removal of trees greater than 2 inches in caliper is not the responsibility of Contractor.
- ii. Contractor will be responsible for pruning any plant material and clearing debris that obstructs the cart paths throughout the golf course.

**O. Cart Path Maintenance:**

- i. All golf cart paths will be kept clean of cut grass and shall be edged monthly during the active growing season.
- ii. Standing water problems on cart paths will be promptly corrected by the Contractor.

**P. Lakes, Ponds, and Streams Maintenance:**

- i. All aquatic weed control is the responsibility of the District. Contractor personnel will remove litter and trash from the water bodies on a regular basis.

**Q. Landscape Beds Maintenance:**

- i. Contractor will install (2 plantings per year) and maintain flowering plants (about 750 annuals) in select landscape beds throughout the golf course. This will include weed control, watering, fertilization, and pest control. Contractor will work with the District in determining planting designs.

- R. Buildings:** Contractor will maintain the landscape surrounding the maintenance buildings, halfway houses, restroom, and club house buildings on the golf course in a good, operable, and sanitary order. Any required repairs, replacement, rebuilding, and restoration should be brought to the attention of the District contract manager immediately. All such repairs, replacements, rebuilding, and restoration will be the responsibility of the District.

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## Attachment B

### Building Maintenance Standards – Pro Shop, Golf Course Restrooms, Golf Cart Storage Building, Golf Course Maintenance Building

#### A. Daily Custodial Duties and Requirements:

- i. Empty waste receptacles and replace plastic liners as needed. Transport all trash and recycling to dumpster.
- ii. Clean and sanitize the interior and exterior surface of all trash containers.
- iii. Vacuum all areas of building's interior carpet. Vacuum any floor mats and entry mats located at entry/exit doors. Spot clean any areas as needed.
- iv. Dust mop all non-carpeted floors then damp mop afterwards.
- v. Clean and sanitize drinking fountains and remove encrustations, watermarks, etc. Polish as needed, using approved metal polish.
- vi. Remove cobwebs on walls, ceiling corners, or any other places.
- vii. Dust around cleared areas of furniture tops, desk tops, vacant shelves, windowsills, ledges, chairs, benches, etc.
- viii. Vacuum all fabric upholstery on chairs. Spot clean as necessary.
- ix. Vacuum behind equipment using a vacuum wand. This will avoid damage to equipment and/or equipment cords.
- x. Empty freestanding ashtray receptacles of cigarette butts and trash (located at designated smoking areas outside).
- xi. Pick up litter, trash and debris at entryways, parking lots and grounds as needed, this is to include areas around the trash dumpsters.
- xii. At entranceways, remove lint, cobwebs, debris, and mud from walkways, steps, floors, canopies, and ceiling corners. If necessary, remove bird droppings.
- xiii. Clean entry door surfaces, door glass, and adjacent glass and frames. Clean entry door handles, push plates, and kick plates.
- xiv. Clean top surface of exterior patio tables and chairs.
- xv. Spot clean carpets and hard floors as needed.
- xvi. Buff floors that are coated with floor finish restoring luster and dust mop afterwards.
- xvii. In employee break room, clean sinks and counter tops using a sanitizing agent.
- xviii. In golf course restrooms and employee break rooms, re-supply towels, soap, toilet paper and other items as required.
- xix. In golf course restrooms, clean mirrors, countertops, sinks, and fixtures using germicidal solution.
- xx. In golf course restrooms, clean toilet seats, inside bowl, bowl rims of toilet, base (including hold down bolts), as well as unclog toilets as necessary. Clean urinals in like manner. Use of sanitary disposable non-sterile rubber gloves is required. Gloves are to be changed with each restroom cleaning. No acid based toilet bowl cleaner or any other corrosive cleaner on any metal surfaces.
- xxi. In golf restrooms, spot clean ceramic tile/concrete walls, removing stains, heavy soil, graffiti, candy, gum, or any other foreign material. Clean stall partitions in like manner.
- xxii. Mop bathrooms with germicidal solution.



- xxiii. Spot clean baseboards to remove build-up of dirt and foreign matter.
- xxiv. Clean and polish all stainless steel and chrome.
- xxv. Clean and organize custodial closet.
- xxvi. Change ceiling tiles as need.
- xxvii. Monitor (and assist with keeping tidy) the restrooms shared by golf and restaurant customers.
- xxviii. Report needed building repairs to the General Manager.

**B. Weekly Custodial Duties and Requirements:**

- i. Blinds and other window coverings are to be dusted or vacuumed on both sides.
- ii. Clean all washable nonfabric seating.
- iii. Clean interior and glass surface.
- iv. Spot clean walls and cubicle partitions.
- v. Heavy sweep all loose soil, rocks, debris, etc. from patio areas and walkways around the pro shop.
- vi. Pour one-gallon germicidal or detergent solution into any floor drains. Clean grate to remove mildew or other stains.

**C. Monthly Custodial Duties and Requirements:**

- i. Wipe dust accumulation on wall artwork, photographs, white boards, bulletin boards, plants etc.
- ii. Vacuum and clean HVAC supply, return vents, and surrounding ceiling.
- iii. Machine scrub and apply 4-coats of floor finish to all VCT floors.
- iv. Remove any floor finish, dirt or other foreign matter from all base boards.

**D. Quarterly Custodial Duties and Requirements:**

- i. Clean ceiling and light diffusers/covers (only if diffusers and covers are removable without tools). Dust/wipe bulbs.

**E. Semiannual Custodial Duties and Requirements:**

- i. Strip, seal, and refinish all VCT floors (six-coats of finish).
- ii. Extract/shampoo all carpeted areas.

**F. Additional Duties as Needed (but not limited to):**

- i. Paint facilities' interior.
- ii. Repair sheetrock.
- iii. Replace base covers.
- iv. Strip and wax hard surface floors.
- v. Change out lightbulbs.
- vi. Minor plumbing repairs.

# **Subsection 4B**

## **RFP for Food and Beverage**



*Arlington Ridge Community Development District*

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REQUEST FOR PROPOSALS  
FOR  
FOOD AND BEVERAGE OPERATIONS SERVICES

[RFP Issuance Date]

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**Arlington Ridge Community Development District  
Request for Proposals  
Food and Beverage Operations Services**

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**PART I.A. NOTICE OF REQUEST FOR PROPOSALS**  
**Arlington Ridge Community Development District**  
**Request for Proposals for Food and Beverage Operations Services**

The Arlington Ridge Community Development District (the “**District**”), located in Lake County, Florida, hereby announces that it is soliciting proposals from qualified firms (“**Proposers**”) to provide management, supervision, labor, materials, equipment, and related services necessary for the operation of the District’s onsite food and beverage facilities, consisting of restaurants and a bar and coffee shop, and to provide catering services for the District’s golf course events through a management contract structure. The District is simultaneously conducting two requests for proposals (“**RFP**”) and is soliciting proposals for (i) Golf Course Management Services, pursuant to a separate RFP, which generally consists of provision of labor, materials, equipment, and related services necessary for the operation of the District’s golf course and associated facilities, and (ii) Food and Beverage Operations Services, pursuant to this RFP, which generally consists of provision of labor, materials, equipment, and related services necessary for the operation of the District’s food and beverage operations. The District encourages proposers to submit proposals for both RFPs but may select two vendors in order to serve the best interests of the District.

The RFP, consisting of instructions to Proposers, technical information, Proposal forms, and other materials, will be available upon request to [angel.montagna@inframark.com](mailto:angel.montagna@inframark.com) and is expected to be available beginning [**RFP Issuance Date**] at [**RFP Issuance Time**] (EST). The District reserves the right in its sole discretion to make changes to the RFP until up until the Proposal Deadline, as defined herein, and to provide notice of such changes only to those Proposers who have provided their contact information to the District Manager via e-mail at [angel.montagna@inframark.com](mailto:angel.montagna@inframark.com).

To be eligible to submit a proposal, and in addition to any other requirements set forth in the RFP packet, an interested firm must hold all required local, state, and federal licenses in good standing, and be authorized to do business in Lake County and the State of Florida.

Firms desiring to provide Food and Beverage Operations Services to the District must submit one (1) original copy and one (1) electronic copy (PDF format and all documents included on a USB flash drive) of the required Proposal no later than [**Proposal Deadline Date**] at [**Proposal Deadline Time**] (EST), at the District’s administrative office located at [Address] (or at an alternative location to be determined and announced).

Proposals shall be in the form provided in the RFP package and submitted in a sealed envelope that shall bear “RESPONSE TO REQUEST FOR PROPOSALS FOR ARLINGTON RIDGE CDD FOOD AND BEVERAGE OPERATIONS SERVICES ENCLOSED” on the face of it. The District reserves the right to return to the Proposer any Proposals received after the time and date stipulated above. Each Proposal shall remain binding for a minimum of one hundred twenty (120) days after the Proposal opening.

Proposals will be evaluated in accordance with the criteria included in the RFP packet. **The District reserves the right to reject any and all Proposals, make modifications to the work, award the contracts in whole or in part with or without cause, and waive minor or technical irregularities in any Proposal, as it deems appropriate, and if the District determines in its**

**discretion that it is in the District's best interests to do so.** There is no requirement that these services be publicly procured; therefore, no interested party shall be afforded protest rights by submitting or not submitting a proposal. Additional information and requirements regarding protests are set forth in the RFP packet and the District's Rules of Procedure, which are available from the District Manager, Inframark IMS, at 210 N. University Drive, Suite 702, Coral Springs, Florida, 33071, or by sending an email to [angel.montagna@inframark.com](mailto:angel.montagna@inframark.com), or by telephone at (954) 603-0033.

Any and all questions relative to this procurement shall be directed in writing by e-mail only to the District Managers, Angel Montagna ([angel.montagna@inframark.com](mailto:angel.montagna@inframark.com)) and District Counsel, Meredith Hammock ([meredith@cddlattorneys.com](mailto:meredith@cddlattorneys.com)). No phone inquiries please.

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## PART I.B. INSTRUCTIONS TO PROPOSERS

### *General Instructions*

#### 1. STATEMENT OF INTENT.

The Arlington Ridge Community Development District (the “**District**”), located in Lake County, Florida, hereby announces that it is soliciting proposals from qualified firms (“**Proposers**”) to provide management, supervision, labor, materials, equipment, and related services necessary for the operation of the District’s onsite food and beverage facilities, consisting of restaurants and a bar and coffee shop, and to provide catering services for the District’s golf course events through a management contract structure. The District is simultaneously conducting two requests for proposals (“**RFP**”) and is soliciting proposals for (i) Golf Course Management Services, pursuant to a separate RFP, which generally consists of provision of labor, materials, equipment, and related services necessary for the operation of the District’s golf course and associated facilities, and (ii) Food and Beverage Operations Services, pursuant to this RFP, which generally consists of provision of labor, materials, equipment, and related services necessary for the operation of the District’s food and beverage operations. The District encourages proposers to submit proposals for both RFPs but may select two vendors in order to serve the best interests of the District.

The District reserves the right to enter into agreements with multiple Proposers, waive any irregularities submitted, reject any and/or all submittals, re-advertise, and accept any submittals deemed to be in the best interest of the District. There is no requirement that these services be publicly procured; therefore, no interested party shall be afforded protest rights by submitting or not submitting a proposal. All interested parties must register by email to the District Manager ([angel.montagna@inframark.com](mailto:angel.montagna@inframark.com)) with their name, email address, address and telephone number to receive any future changes, additions, addendums or notices concerning this RFP.

At the discretion of the District, a short list of the most qualified Proposers may be developed, and Proposers may be asked to give a short presentation or interview as part of the evaluation and selection process. All information provided shall be considered by the District in making a recommendation to enter into an agreement with the selected Proposer.

It is the District’s intent that restaurant operation will drive its own revenue independent of the golf course, generate publicity for the Arlington Ridge golf course (“**ARGC**”) over a wider geographic area, and provide the following advantages over the current operation:

- Offer consistent and/or expanded hours of operation compatible with golf course hours;
- Offer a high quality standard fare and menu selection;
- Appeal to, and market to, the general public;
- Cater to private groups, meetings and events;
- Contribute meaningfully to the local economy;
- Become a revenue driver for ARGC;
- Deliver quality, refreshment, and restaurant service and catering services for events;
- Promote and market facilities to improve revenue and economic performance;
- Develop and implement recommendations for capital improvements; and

- Initiate new programs and services to increase usage of the facility with the approval of the District's Board of Supervisors.

The District desires to make this opportunity available to all qualified Proposers. The District has made a significant investment in acquiring the restaurant and golf facilities that is the centerpiece amenity of the Arlington Ridge community and is looking for firms or individuals to partner with the District who share its vision for maintaining and operating quality restaurant facilities.

The successful Proposer shall be an independent contractor and shall furnish all management, supervision, labor, and any or all other services, as required by the District, consistent with generally accepted operations of a quality restaurant facility with public access. It is the desired goal of the District to have an executed agreement with the successful Proposer on or before October 1, 2024.

## 2. RESTAURANT OPERATION BACKGROUND.

The primary food and beverage operation that supports the Arlington Ridge golf course has traditionally been owned and operated by the District, separate from the golf facility operation. The District's food and beverage operation consists of several on-site venues: the Chesapeake Bay Grille, the Village Tavern and Chatham's (collectively, "**Restaurant**"). The District's intent is that the Restaurant operation can be improved and operate as a high quality, stand-alone restaurant operation capable of attracting residents, golfers and non-golfers, as well as the public, for lunch and dinner. Improvement in this area is a top priority of the Board.

In addition to the Restaurant facilities, the District maintains a quality commercial kitchen, dining room, and tavern. There is a large banquet facility that includes an additional catering kitchen. Proposers will be given an opportunity to fully inspect the facility at the pre-bid meeting and shall not interrupt daily operation of the facility.

The past limitations of the food service operation may disguise a considerable opportunity: the physical size of the spaces involved in preparation, cooking and dining space in the District's clubhouse are adequate to support a more robust food service. There are areas into which groups and private functions can be conveniently segregated. The District is aware that the food and beverage experience for customers while on site is extremely important to the overall success of the golf operation and improvement can better serve our residents. The District is seeking an organization or individual to create a comfortable and welcoming environment for our customers to enjoy. The chosen vendor must ensure our patrons will receive outstanding customer service whether at the counter, on the golf course or while having a sit-down meal.

Currently the District staffs and manages the restaurant with an outside vendor. The District would prefer to continue its food and beverage operation with a qualified food and beverage vendor. The District owns the Chesapeake Bay Grille, the Village Tavern and Chatham's, three food and beverage facilities within the District. Chesapeake Bay Grille and the Village Tavern are connected to one another and feature a grill-style restaurant area, outside patio area, cooking kitchen, bar/tavern area, and associated facilities. The restaurant features an Express Window adjacent to the cart path between the 9<sup>th</sup> and 10<sup>th</sup> Hole of the ARGC. Chatham's is in near proximity to these facilities and was designed as an ice cream/snack parlor abutting the aquatics



facilities but could be repurposed for other uses. There is a large banquet facility for member events and golf tournaments.

The food & beverage operation venues seating capacity:

- Chesapeake Bay Grille
  - Dining Room .....66
  - Oak Room .....36
  - Outside dining..... 32
- Village Tavern ..... 65
- Fairfax Hall
  - Banquet set up with tables and chairs..... 260
- Chatham’s Coffee Shop .....16

The successful Proposer will be expected to provide food and beverage services 7 days a week compatible with golf course hours. Coffee and light breakfast service is also desirable. Operating hours for lunch and dinner should appeal to golfers, residents of Arlington Ridge, and the general public. The facilities are currently licensed for the sale of alcoholic beverages, for which the District maintains the required licenses.

The successful Proposer will be expected to provide a food and beverage service plan within the first 90 days of entering into contract with the District, with the service plan focusing on the following: menu options appealing to community residents, operating hours per day and week compatible with golf course hours coffee and light breakfast service, utilization of all three of the facilities, and a market plan.

**3. ANTICIPATED TERMS AND SUBMITTAL REQUIREMENTS.**

The District’s interest is to entertain proposals from Proposers to provide food and beverage operation services through a management contract structure. Proposers shall outline their proposed terms, management fee, structure, approach and final terms will be negotiated with the successful firm.

Proposers submitting proposals for the Restaurant operation shall, at a minimum, include the following in their responses:

- Letter of interest describing legal composition of the entity; and
- Business plan to address the following:
  - description of the business from an ownership, organizational, historical, and structural perspective; and
  - number of proposed full time and part-time employees by position title, educational experience to be required to qualify for each type of position and anticipated salary range; and
  - expected market for its product and its marketing plan to include growth of membership base; management plan, including operational and financial issues; and
  - projected schedule for expansion or initiation of operations; and critical risks and perceived problems or obstacles.
- Operator Experience/Project Team(s) Qualifications/Financial Capability; and
- Resumes of key management staff; and

- References: four (4) verifiable references of which two (2) must be letters of reference; and
- Financial capability:
  - Proposer should have a demonstrated record of financial responsibility commensurate with the obligations contemplated under this RFP.
  - Proposers should include profit and loss statement as well as balance sheet from the most recent complete year of operation for existing businesses or a financial plan (cash flow pro forma) with proof of financial capacity for new ventures.
- Familiarity with the District's restaurant point of sales (POS) system or comparable system;
- Duration and renewal options; and
- Managerial fee structure, license fee, any proposed gross revenue sharing proposal; and
- Be prepared to discuss and project budgets for capital improvements and operational budgets in compliance with governmental accounting procedures; and
- Demonstrate the ability to provide the District with timely, monthly financial reports for the month preceding the monthly Board meeting(s) held on the third Thursday of each month. The monthly reports shall be submitted to the District's management company no later than 10 days after month's end. The operator will be required to submit monthly statements of gross receipts from all categories of income in a format approved by the District. At the end of each operating year, the operator will be required to submit a detailed income and expense statement for the past year's operation that will be subject to audit by the District. The vendor will be required to maintain cash handling and revenue control systems to ensure the accurate and complete deposit and recording of all revenues, in a form and manner acceptable to the District.

#### A. Restaurant Operations

Specific to food and beverage operations, the District is interested in the following information, keeping in mind the demographics of our golf course customers, golf outing patrons and the District's goals to provide a first-rate food and beverage services.

- **Business Plan**
  - Briefly state the proposer's understanding of the work to be done.
  - Explain why the proposer is deserving of being awarded this contract.
  - Proposer briefly describe their vision for the Food and Beverage operation at Arlington Ridge.
  - Please describe your customer service philosophy.
  - Give a brief description of your creative ideas to provide first-rate concessions.
  - What will draw patrons to your services?
  - What will keep them coming back?
  - What will be your specialty?
  - Provide a staffing plan.
  - Provide a proposed menu with prices for all items and services.
  - Provide a statement regarding your interest and ability to provide catering for large golf outings, tournaments, league banquets and resident special events.
  - Provide a beverage cart plan.
  - How will you monitor customer satisfaction?
  - Provide a detailed schedule of the maintenance of both premises and equipment.

- How will you anticipate promoting and marketing the facility?
  - Proposed annual management fee to be paid by District?
  - Address how Proposer intends to fund 100% of the annual operating costs from annual revenue.
  - Specify Proposer's expectations of accomplishment in the first year of operation.
  - Please include your firm's vision of the services to be offered to Arlington Ridge as well as examples of your approach, activities & work products.
    - 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.
- **Qualifications and Experience**
    - Demonstrate a minimum of 3-5 years' experience of restaurant operation or catering.
    - Provide information about your experience and current relationships with food & beverage suppliers.
    - Provide 3 current clients and 3 former clients references, preferably from the last 5-10 years.
    - Explain what experience you and your team have provided in concession services at golf courses or similar venues. Please be specific in terms of length of experience (years, seasons) and roles (owner, supervisor, cook, etc.).
    - Have you ever failed to complete any work awarded to you or defaulted on a contract? If so, please explain.
  - **Background Information**
    - Name and address of legal entity submitting the proposal.
    - Name and address of principal officers and all owners of proposing organization.
    - Legal status of proposing organization (i.e., corporation, partnership, sole proprietorship).
    - Please describe the proposing organization in terms of size, longevity, areas of specialization, and any other information that the District can use to come to an opinion about the stability and fiscal strength of the organization.
    - Please provide bank references.
    - Will Proposer, upon request, be able to fill out a detailed financial statement and furnish any other information that may be required by the District?
    - Provide a statement of Proposer's financial stability, including information as to current or prior bankruptcy proceeding if any.
    - Corporation registration with the Secretary of State of Florida.

- For out of state businesses, provide evidence of authority to do business in the state of Florida.

## B. Operational Notes

- **Enforcement of Regulations Pertaining to the Dress of Restaurant Customers**
  - The successful firm shall be permitted to enforce only Dress Code Rules and other Regulations as determined and approved by the District for the golfers using the ARGC. Appropriate attire is required for all patrons using restaurant services.
- **Exclusivity**
  - The successful firm shall be the only person or company permitted to operate a food and refreshment service at the Restaurant. However, the District reserves the right to provide refreshments to participants of District sponsored events.
- **Equipment**
  - The District intends to furnish the equipment necessary for the operation of the Restaurant such as pots, pans, dishes, silverware, cups, glasses, cooking utensils, etc.
  - The District will also furnish the following major kitchen equipment: stove(s), refrigerator(s), freezer(s), washing equipment & grill.
  - The District will also furnish counter stools, tables and chairs.
  - The successful firm will be expected to operate the Restaurant with the present major equipment now located in the facility. The successful firm will be responsible for the daily maintenance of the District's equipment.
  - The District will be responsible for all major repairs to its equipment, assuming normal wear and tear and not due to the lack of care by the successful firm. Any changes of existing major equipment or renovation must be mutually agreed upon by the successful firm and the District in writing.
  - If the Proposer intends to provide its own equipment, please note this in the response. Any equipment provided by the Proposer which may be on premises during the term of this agreement shall be at the sole risk and hazard of the Proposer. The Proposer shall be solely liable and responsible for all cash and merchandise losses resulting from spoilage, accident, theft, dishonesty, vandalism, equipment failure or any other cause.
- **Maintenance**
  - The successful firm will maintain the Restaurant in as good condition and repair as it now is, natural wear and unavoidable damages excepted. The successful firm will be responsible for normal housekeeping, minor repairs and maintenance of the facility.
  - The successful firm will, at all times, maintain the Restaurant in a clean and safe manner that is acceptable to the District and shall be subject to regular inspection by the District.
  - The successful firm will be responsible for the maintenance (including but not limited to preventative maintenance), cleanliness and payment of all exhaust fans

cleaning, hood cleaning, monthly grease trap cleaning, monthly carpet cleaning, and exhaust duct work servicing.

- The District will be responsible for major repairs, major improvements and renovations.
- **Compliance with Federal, State and Local Laws**
  - In operating the Restaurant, the successful firm shall comply with applicable federal, state, and local laws, and all rules and regulations adopted by the District.
- **Permits**
  - Unless otherwise agreed, the successful firm will be responsible for acquiring and maintaining any permits, certificates, etc. necessary for the operation of the Restaurant. Copies of health inspections, permits, certificates, etc. must be provided to the District.
- **Liquor License & Insurance**
  - The successful firm will be required to sell alcoholic beverages on the premises. The successful firm shall maintain liquor liability insurance, including contractual liability coverage, by endorsement to commercial general liability insurance or otherwise, with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Said policy shall designate as an additional named insured “Arlington Ridge CDD and its Board of Supervisors, employees, staff, officers, and consultants.”
  - All licensing shall be coordinated with the District and all servers shall be required to undertake safe server training.
- **Staff**
  - The successful firm will provide, at all times, adequate help in the Restaurant to reasonably accommodate customers at the facility. The successful firm shall only employ persons of good moral character, and all employees of the successful firm shall be neatly dressed at all times.
  - The Restaurant should operate as a drug free workplace and personnel should successfully pass a drug screening test prior to employment.
  - All employees of the successful firm shall conduct themselves courteously in their relations with the public. When on duty, employees shall direct their full attention to the operation of the Restaurant. No employee shall engage in inappropriate conduct during working hours, including, but not limited to, horseplay, card playing, conversations that are loud, inappropriate, or of an excessive duration, or any other activity which would tend to cause discredit to the District.
  - All employees of successful firm shall be clean and shall wash prior to commencing work and after any clean-up activity. All employees will comply to the rules and regulations of the Lake County Health Department governing personal hygiene.
- **Outside Facilities**
  - The successful firm may provide food services and personnel for cookout style food on the ARGC during periods of peak play, such as weekends, holidays, special

events, tournaments and league play. The hours of operation will be subject to the approval of the District.

- **Beverage Cart**
  - The District will provide a beverage cart for the successful firm to use on the golf course. The successful firm must follow proper operation of the beverage cart as per the manufacturer's operations manual, and train employees on proper golf course etiquette. Any damage to the beverage cart will be the responsibility of successful firm outside routine maintenance and general wear and tear.
- **Hours of Restaurant Operation**
  - The successful firm shall operate during lunch and dinner hours. It is suggested that the facilities be open during the golf course's operating hours 7 days a week to patrons and the general public to appeal to the residents, golfers and general public seeking to dine out.
  - The successful firm, in consultation with the District, reserves the right to modify hours and dates of operation it deems the same to be necessary or desirable. The District reserves the right to require the successful firm to operate the Restaurant during any special events as may be designated by the District.
  - In the event of adverse weather conditions, as determined by the District in its sole discretion, the successful firm shall be permitted to close the Restaurant during the otherwise normal hours of operation.
- **Standard of Service**
  - The successful firm shall use reasonable care and diligence, at all times, in operation of the Restaurant in order to avoid any possible accidents.
  - The successful firm shall conduct the operation of the Restaurant in a manner that will be satisfactory, at all times, to the Patrons and visitors of the ARGC and the District's Board of Supervisors.

### C. **Basic Requirements for Management Contract**

Prior to commencement of the contract, the successful firm shall work cooperatively with the District Board to further clarify the intended goals and purpose of the management contract; discuss and clarify any issues; gain an understanding of District operations; and establish responsibilities and timeframes. The management company will assume responsibility for the following operations associated with the golf course on an annual basis:

- Formulating and implementing business plans, maintenance, and operating programs, and budgets to be submitted to the Board for approval for each year.
- Purchasing of all supplies, consumables, etc. for use in the operation of the Restaurant.
- Propose facility improvements, with specific recommended projects and an implementation schedule subject to District approval. The extent of District involvement will be dependent on the size, scope, and budget of each proposed facility improvement project.

- Meeting with the District Board and/or District's designee monthly, or as deemed necessary by the District, to review operations, expense/revenue reports, marketing/promotion programs, repair and improvement projects, long-range plans, etc.
- Presenting monthly reports for both maintenance and expense/revenue reports to the District by the 10<sup>th</sup> day of each month to allow inclusion into pre-Board meeting informational packets for Board Supervisors.
- The successful firm will provide an in-person representative to attend Board meetings that currently occur on the third Thursday of each month at 2:00 p.m. (EST).
- The successful firm, as a rule, must schedule the use of Fairfax Hall through the District Activities Director a minimum of  weeks prior to use of venue. Exceptions may be made, but after the deadline, there is no guarantee that the venue will be made available to the successful firm.
- Comply with all applicable laws, rules, and regulations while performing its obligations under the Management Contract, including that Vendor will not take a tax position inconsistent with it being a manager and not owner of the any of the District facilities.

**D. Agreement Terms for Management Contract.** The District is not currently setting specific requirements for length of term or level of compensation. The District expects proposals to be negotiable based on other terms of the final agreement. The District is open to operational ideas, considerations and other factors.

**E. Management Fee for Operations.** Under the terms of a Fee-for-Service Management Contract, the operator will be paid an annual management fee, either fixed, incentive-based, or a hybrid thereof. Proposers shall include a proposed, annual management fee, and a proposed incentive fee with their proposals. If gross revenues are to be shared, specify the plan for doing so.

**F. Term of Agreement.** The term of the Agreement shall begin on an agreed-upon date, which is expected to be on or before October 1, 2024, and shall end on the last day of the month preceding the fifth anniversary of the start date unless terminated by the District prior to that date. The contract may be renewed for one (1) additional five (5) year periods at the District's sole discretion.

**G. Performance Bond.** The successful firm will be required to provide the District a performance bond, which must remain in effect for the duration of the term. The bond, in the amount of \$500,000, will be due upon contract signing.

**H. Termination for Convenience.** The Agreement may be terminated upon mutual consent of the operator and the District. If either party wishes to terminate the agreement for convenience, it must notify the other party in writing at least 180 days prior to the proposed termination date.

**I. Termination for Cause.** The District shall have the right to terminate this agreement for cause, based on the management company's performance, as follows:

- Consistent inability to maintain economic performance of the District's Restaurant facilities;
- Persistent or repeated failure to meet the performance standards for the Restaurant facilities;

- Persistent or repeated disregard of laws, ordinances, rules, regulations or orders of a public authority having jurisdiction;
- Persistent or repeated failure to supply properly skilled workers that results in performance impairments;
- Breach of fiduciary obligations under the Agreement;
- Filing of a voluntary petition for protection under federal bankruptcy laws or the failure to obtain the dismissal of an involuntary petition under federal bankruptcy laws within 90 days;
- Discontinuance of its business or activities at the Restaurant facilities; or
- Any other substantial breach of the Agreement.

If the District terminates the Agreement for cause, the management company will not be entitled to receive any further payment. In addition, the management company will vacate the facility within seven (7) days and turn over the facility and all equipment, supplies, inventory, goods, property, etc., to the District, unless such date is extended in writing by the District. If the cost of completing the services that were the responsibility of the management company under the Agreement exceeds the balance of the costs in the Agreement between the management company and the District, the management company shall be responsible for paying the difference to the District. The obligation for payment shall survive termination of the Agreement.

J. **Financial Notes.** The successful firm shall furnish to the District's Board a report of total gross revenues and gross losses at the conclusion of each month, in writing. Said report shall be subject to audit by the District. The successful firm shall also provide the following:

- **Monthly Accounting.** The successful firm shall maintain such bookkeeping and accounting methods and methods of collection of moneys as shall permit successful firm to accurately compute the revenues and expenses relating to the Restaurant facilities. Such records shall be made available to District during the normal hours of business of the facility. The successful firm shall furnish to the District a statement of gross revenues relating to the facility operation for each month, and such statement shall be delivered to the District no later than 10 days following month's end [or days prior to the District's Board of Supervisor's meeting].
- **Annual Accounting.** The successful firm shall submit to District, no later than sixty (60) days after the close of the fiscal year (September 30) a profit and loss statement relating to the Restaurant facilities, prepared by a certified public accountant licensed by the State of Florida. Such statement shall contain an appropriate certification that all gross receipts during the yearly accounting period have been duly and properly reported to the District.
- **Point of Sales System.** The successful firm may be required to use the District's Point of Sales System and provide the District POS reports upon request.
- **Tax Records.** District reserves the right to require the successful firm to furnish District a certified copy of the successful firm's federal income tax return for the preceding calendar year insofar as it relates to the subject matter of financial reports.
- **On-Site Audit.** District reserves the right to audit and inspect the successful firm's employees, sales, and inventory at the site or wherever appropriate, and all inventory



records relating to the operation of the Restaurant facilities at any time during the collection of receipts and stocking processes.

- **Bank Deposits.** The successful firm shall maintain a separate District bank account the operation of the Restaurant facilities. The successful firm shall maintain all banking records and bank deposit receipts concerning the same. District reserves the right to require the successful firm to furnish such records and receipts to District at any time during the term of the Agreement.

**4. SUBMISSION OF PROPOSALS.**

Firms desiring to provide to the District must submit one (1) original copy and one (1) electronic copy (PDF format and all documents included on a USB flash drive) of the required Proposal no later than **[Proposal Deadline Date] at [Proposal Deadline Time] (EST)**, at the District’s administrative office located at [Address] (or at an alternative location to be determined and announced). Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at that time. Proposer shall assume full responsibility for timely delivery at location designated for receipts of Proposals. Proposals received either in person, or by mail after the time and date for receipt of Proposals will not be accepted and will be returned unopened. Oral, telephonic, or e-mail Proposals are invalid and will not be considered.

**5. SUMMARY OF SCHEDULE.** The District anticipates the following schedule for the procurement, though certain dates may be subject to change:

Date/Time	Event
	RFP Notice Issued.
	RFP packet available upon request to District Manager.
	Deadline to challenge RFP packet.
	Mandatory Pre-Proposal Meeting.
	Site inspections available upon request. Prior approval from District Manager is required.
	Deadline for questions.
	Proposal submittal deadline and official bid opening.

**6. MANDATORY PRE-PROPOSAL MEETING.**

A. A **mandatory** pre-proposal meeting will be held at **[Preproposal Meeting Time] (EST) on [Preproposal Meeting Date]**.

B. **Proposers are required to attend the pre-bid meeting for a detailed discussion of the proposal process.** At that time, Proposers will have the opportunity to tour the facilities.

C. Proposers should not attempt to tour facilities without prior authorization from the District Manager or General Manager and must not in any way disrupt employees or operations during the proposal process.

**7. FAMILIARITY WITH THE LAW.** By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the Proposal in compliance with all such laws, ordinances and regulations. Moreover, Proposers shall comply with all laws, ordinances and regulations applicable to the development contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered. The proposals shall comply with the District's Rules of Procedure, City of Leesburg and Lake County Land Development Code, Building Code and other applicable regulatory requirements. Approval by the District, in its proprietary capacity does not constitute regulatory approval of any aspect of the proposal by the District, in a regulatory capacity.

**8. INTERPRETATIONS AND ADDENDA; ZONE OF SILENCE.** Any and all questions relative to this procurement shall be directed in writing by e-mail only to the District Managers, Angel Montagna ([angel.montagna@inframark.com](mailto:angel.montagna@inframark.com)) and District Counsel, Meredith Hammock ([meredith@cddlattorneys.com](mailto:meredith@cddlattorneys.com)). No phone inquiries please.

All questions must be received no later than **[Deadline for Questions], at 5:00 p.m. (EST)** to be considered. Interpretations or clarifications considered necessary by the District in response to such questions will be issued by addenda e-mailed to all parties recorded as having received the RFP packet. Only questions answered by formal written addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers via e-mail and, accordingly, all Proposers should email the District Manager at [angel.montagna@inframark.com](mailto:angel.montagna@inframark.com) to request to be placed on the distribution list.

Except as set forth in this Section, Proposers (including Proposer's officers, directors, employees, agents, representatives, contractors, affiliates, subsidiaries or anyone else acting on a Proposer's behalf) should not communicate during the submission and evaluation process with any District Supervisor, Evaluation Committee member, staff member, or other representative of the District in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication. This does not apply to pre-solicitation conferences or communications with staff not concerning this solicitation. **ANY COMMUNICATION CONTRARY TO THE REQUIREMENTS OF THIS SECTION may cause an individual firm, or team, to be disqualified from participating.**

**9. INSURANCE.** All Proposers shall include as part of the Proposal a current Certificate of Insurance detailing the company's insurance coverage, or some other evidence of insurance or insurability. In the event the Proposer is notified of award, it shall provide proof of insurance in the form required by the District within such time period as the District may request.

**10. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers may be disqualified, and their Proposals rejected, if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract, or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

### 11. PROPOSAL MODIFICATION; INQUIRIES BY THE DISTRICT; WITHDRAWAL.

Proposals may be modified by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time Proposals are due. The District reserves the right to ask clarification questions and seek additional information from any of the Proposers at any time. Prior to the time and date designated for receipt of Proposals, Proposals submitted early may be modified or withdrawn only by an appropriate document duly executed (in the manner that a Proposal must be executed) and hand-delivered by notice to the party receiving Proposals at the place and prior to the time designated for receipt of Proposals. No Proposal may be withdrawn for a period of one hundred and twenty (120) days from the due date for the Proposals.

12. **ACKNOWLEDGEMENTS.** In addition to any other requirements set forth in this RFP packet, by submitting a Proposal, the Proposer acknowledges the following:

- A. The Proposer has carefully reviewed the RFP packet, including any other documentation included within the RFP packet. The documents contained within the RFP packet are complementary, and what is called for by one is binding as if called for by all. If the Proposer finds any conflicts, errors, ambiguities or discrepancies with the RFP packet, he/she shall call it to the District's and/or the District's designees' attention in writing within the time period allotted for asking questions as part of the procurement process.
- B. The Proposer is responsible for inspecting the site prior to submitting a Proposal and notifying the District and/or its designee of discrepancies in the RFP packet that may affect its costs, timing, etc.
- C. Unless otherwise specified, if any are required, the successful firm shall secure and pay for all fees associated with necessary permits or approvals.
- D. All materials and services provided by Proposer shall be performed in strict compliance with all applicable governmental regulations, permits required, 2010 American with Disabilities Act ("ADA") Accessibility Guidelines, and local, state and federal laws.

### 13. EVALUATION OF PROPOSALS.

All qualified submissions received by the deadline will be analyzed by the District according to the criteria outlined in these specifications. Failure to comply with the provisions of the RFP may cause any proposal to be ineligible for evaluation.

Proposers responding to this RFP shall be available for interviews with the District. Discussions may be conducted with Proposers for purposes of clarification to assure full understanding of and conformance to the RFP requirements. After proposals are opened, any selected entity notified by the District should be prepared to meet with the District at the time and date determined by the District. Selection shall be based on the firms' qualifications and proposal, as applicable to the scope and nature of this RFP. Determination of qualifications shall be based

on written proposals, responses from past and current references and information presented to the District during oral interviews, if any.

Necessary experience in golf course management must be documented for proposals involving the operation of the golf course. Each proposal will be initially analyzed and evaluated according to the evaluation criteria below. In addition to the proposal, the Board of Supervisors and its staff may request additional material, information or references from the submitting entity or others.

Evaluation Criteria	Points
Proposer’s qualifications, experience, and past performance of the firm/team	35 points
Business concept	35 points
Financial analysis, capability, proposed terms, gross revenue sharing and fees	30 points

Importance and weighting of the criteria may change depending on the overall proposal options received. Upon completion of the evaluations, the final selection and award of a contract or contract(s) rests with the Board of Supervisors, which has the sole discretion at which option they believe will best meet the interests of the District.

Provided it is in the best interest of the District, the Proposer(s) determined to be the most responsive, taking into consideration the evaluation factors set forth in this RFP, will be selected to begin contractual negotiations. The Proposer(s) selected will be invited to submit more comprehensive information if necessary. If no satisfactory agreement can be reached with the “most responsive entity,” then the District is anticipated to begin contractual negotiations with the Proposer determined to be the next most responsive, and, if unsuccessful in reaching a satisfactory agreement, will continue the process of entering into contractual negotiations with any/all Proposers whom proposals are determined to be in the best interest of the District.

As a part of the Proposal evaluation process, the District may conduct a background investigation of Proposer, including a record check by the City of Leesburg and Lake County Sheriff’s Office or private security firm, as determined by the District. Proposer’s submission of a proposal constitutes acknowledgment of the process and consent to such investigation.

**14. DISTRICT’S RIGHT TO TAKE ACTIONS IN ITS BEST INTERESTS.** The District reserves the right to reject any and all Proposals, make modifications to the work, award the contract in whole or in part with or without cause, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District’s best interests to do so.

**15. RFP POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES.** The District may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

**16. INDEMNIFICATION.** To the fullest extent permitted by law, Proposer shall indemnify, hold harmless, and defend the District and its Board members, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, employees, representatives, contractors,

subcontractors, agents, successors and assigns of each and any of all of the foregoing entities and individuals (together, “**Indemnitees**”) from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, relating to the Proposal and/or this RFP and to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Proposer or those acting on Proposer’s behalf. In the event that any indemnification, defense or hold harmless provision of this RFP is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees.

**17. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District’s limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.

**18. PUBLIC RECORDS AND PROPRIETARY INFORMATION.** Responses to this RFP, upon receipt by the District, become public records subject to the provisions of Chapter 119, Florida Statutes, Florida’s Public Records Law. To the extent permitted by law, all documents pertaining to this RFP shall be kept confidential until the proposal evaluation is complete, and a contract is awarded. No information about any submission of proposals shall be released to anyone until the process is complete, except to the appropriate District staff and Board of Supervisors. If Proposer(s) believe that any portion of its response is exempt from Florida Public Records Law, Proposer(s) should clearly identify the specific documents for which confidentiality is claimed and provide specific legal authority of the asserted exemption. It is also strongly recommended that those specific materials that you assert qualify for exemption from Chapter 119, Florida Statutes, be submitted in a separate envelope and clearly identified as “TRADE SECRETS EXCEPTION,” with your firm’s name and the proposal number marked on the outside. Please also note that details of proposals, including alleged trade secrets, with the exception of a company’s financial statements, may be disclosed at a public meeting.

In the event the District determines that any materials claimed to be exempt as trade secrets do not qualify as such, the Proposer will be contacted and will have the opportunity to rescind their proposal or waive their claim to confidentiality. Please be aware that the designation of an item as a trade secret by Proposer, and the refusal to disclose any materials submitted to the District, may be challenged in court by any person. By Proposer’s designation of material in its proposal as a “trade secret” Proposer(s) agree to hold harmless the District for any award to a plaintiff for damages, costs or attorneys’ fees and for costs and attorneys’ fees incurred by the District by reason of any legal action challenging Proposer’s claim, and the District’s refusal to disclose.

Please be aware that public meetings will be required through the approval process for the chosen project, and that the designation of financial or other information as a trade secret does not preclude this subject matter from discussion during a public meeting. In the event that a claim of any kind is filed challenging the confidentiality of the Proposer’s information, the District may require the Proposer to indemnify, defend and hold harmless the Indemnitees from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, relating to the claim.

**19. MANDATORY AND PERMISSIVE REQUIREMENTS.** The only mandatory requirements contained within this RFP are that: (i) an interested firm must hold all required local, state and federal licenses in good standing, and (ii) be authorized to do business in Lake County and the State of Florida. All of the requirements or provisions set forth in the Project Manual shall be deemed “permissive,” in that a Proposer’s failure to meet any requirement described in mandatory terms such as “shall,” “will,” “mandatory,” or similar language does not automatically disqualify the Proposer’s Proposal, but instead may be taken into account in the evaluation and scoring of the Proposal.

**20. PROTESTS.** There are no protest rights afforded to any proposer through this Request for Proposal process.

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**PART I.C. EVALUATION CRITERIA**

<b>Evaluation Criteria</b>	<b>Points</b>
Proposer's qualifications, experience, and past performance of the firm/team	35 points
Business concept	35 points
Financial analysis, capability, proposed terms, gross revenue sharing and fees	30 points

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