SUBJECT: **PALMS FISH CAMP RESTAURANT OPERATION & MAINTENANCE**

BID # **ESC-0497-16** OPEN DATE: **07/27/2016**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
Service Contract -- From Date of Contract Execution through Twenty (20) years with One (1), Five (5) Year Renewal Option

AGENCY: Parks, Recreation and Community Services Division

BASIS OF AWARD: Evaluation Criteria

NUMBER OF BIDS INVITED: 6 **NUMBER OF BIDS RECEIVED:** 1 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to Palms Fish Camp Restaurant, LLC., as the highest scoring vendor based on the evaluation criteria, to complete the construction of the Palms Fish Camp building then to maintain and operate a public restaurant out of. Period of service will be from contract execution for a twenty (20) year period, with one (1), five (5) year renewal option. Palms Fish Camp Restaurant, LLC., will pay the City of Jacksonville $1,500.00 per month beginning the first full month following the completion of the facility.

To be executed by formal contract through the Office of General Counsel.

Attachments: Recommendation Memo; Tabulation Sheet; Section 4; Evaluation Criteria

ANALYST: _____ CHELSEY RENFROE

RESPECTFULLY SUBMITTED: _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Daryl Joseph, Director of Parks, Recreation and Community Services Department

---

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING_____ MEMBERS DISAPPROVING_____ DATE:_____

_____ _____ OTHER_____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Jacksonville
Where Florida Begins.

1 September 2016

MEMORANDUM

TO: Greg Pease, Division Chief
Procurement Division

FROM: Daryl Joseph, Director

RE: **BID ESC-0497-16 Management and Operations of Palms Fish Camp Restaurant Recommendation**

The Parks, Recreation and Community Service Department was approved to utilize the Competitive Sealed Proposal Process to formally solicit bids to provide the management and operations for Palms Fish Camp Restaurant. In response to the solicitation for bids, the Procurement Division received responses from one (1) bidder and forwarded the results to the Parks, Recreation and Community Services Department to review for a recommendation of award.

The proposals were evaluated in accordance with the RFP as documented on the attached scoring sheet. Based on the average score, the results of the evaluation are as follows:

Vendor	Average Score
Palms Fish Camp Restaurant, LLC.	91

The Parks, Recreation and Community Services Department respectfully recommends the award be given to Palms Fish Camp Restaurant for twenty-five years commending at the execution of the contract. A formal contract to be executed by the Office of General Counsel.

If you have any questions or if further information is required, please contact Renée Harriman (255-8294).

DJ/rlh

Attachment: Bid Score Sheet

cc: Claire Stine, Financial Manager
Chelsey Renfroe, Purchasing Analyst

SCORE SHEET

TITLE:	Palms Fish Camp Restaurant Management and Operation		Palms Fish Camp Restaurant, LLC.
BID NO:	ESC-0497-16		
OPEN DATE:	JULY 27, 2016 @ 2:00 PM		
BUYER:	Chelsey Renfroe, ANALYST		
No. Invited: (6)	No. Received: (1) No Bids: (0)		
Recorded By:	Gail Sampson		
NOTES	DESCRIPTION	POINTS	
	CONSTRUCTION & BUSINESS DESCRIPTION	20	17.5
	COMPETENCE	20	17.5
	FINANCIAL RESPONSIBILITY	20	19.5
	MAINTENANCE	25	21.5
	ANNUAL FEE	15	15
	Total Points	100	91
		Minimum Requirements:	Yes
		Conflict of Interest:	Yes
		Addendums (1 - 6):	Yes

Section 4
Description of Services and Deliverables

A. Intent.

The City of Jacksonville, Florida intends to enter into a 20 to 25 year agreement with a responsive, responsible Contractor who will complete the construction of the Palms Restaurant building and subsequently operate and maintain the City-owned property as a public restaurant facility.

Upon completion of construction, the facility shall begin operating as a fish camp themed restaurant within four (4) months and shall provide customers with a selection of seafood, sandwiches, soups and other quality food and beverages.

B. Description of Facilities.

The Palms Fish Camp Boat Ramp Park consists of approximately 5.36 acres of land purchased in 2002. At the time of purchase, the property had a small fish camp building which was later demolished and was to be replaced with the existing partially constructed restaurant. The City has built a boat ramp and unpaved parking at this facility which is open to the public and well utilized.

At present, the restaurant building is about 75% complete with the building envelope being complete and the electrical and plumbing being roughed in. The AC unit and the septic tank system were partially installed and the building is missing all plumbing and electrical fixtures.

Building plan-sheets may be reviewed at no charge or purchased from the below website for the fees as stated by the City's 3rd party site subject to their terms and conditions.
http://www.dmcsdigital.com/public.php

To date, the City has invested a total of $111,139 into the structure for the installation of the wood deck, ADA ramp, what exists of the septic system and the functioning well system. The City has also bore the costs of building maintenance and upkeep since 2011.

The Palms Fish Camp Boat Ramp Park, is a city-owned facility located on Heckscher Drive overlooking Clapboard Creek (see maps attached as Exhibits A-1 and A-2). The building available for completion and long-term management by the Contractor consists of a 4,971-square-foot (3,437 square feet of air conditioned space), partially completed restaurant building. The building houses externally-accessed public restrooms. The existing parking lot accommodates approximately 40 vehicles and approximately 15 boat trailers.
The successful Contractor is to:

- Submit final plans to COJ/Parks, Recreation and Community Services (PRCS) and obtain approval of same
- Obtain building permit utilizing final plans as approved by PRCS
- Complete construction utilizing a licensed contractor
- Provide Performance and Payment Bonds for construction portion of project

The project site is located on a major north-south corridor along the St. Johns River, via North and Southbound I-295 exits and is in close proximity to JaxPort, BAE Systems, Mayport Ferry, Talbot Island State Parks, Timucuan Preserve, Huguenot Memorial Park and Fernandina Beach.

C. Operational Goals.

Goals for the Palm's Restaurant facility include the following:

1. To establish an agreement with a vendor to complete construction and subsequently operate, manage and maintain, for the benefit of the City and the general public, and the benefit to be derived by the vendor as the Contractor thereof, a food service establishment.

2. Provide a safe, high quality experience to the public.

3. To meaningfully involve all segments of the community in the employment and business opportunities that may arise as a direct or indirect consequence of the restaurant operation.

D. Hours of Operations.

The Facility must be operated at least six (6) days per week. The Contractor shall submit with his bid a proposed schedule of operations to include daily operating hours. Any changes to the daily operating hours as proposed must be submitted to and approved by the City of Jacksonville prior to implementation.

E. Operational Objectives.

1. Professional Management. The City of Jacksonville seeks a twenty (20) to twenty (25) year relationship with an experienced, top quality private Contractor for the Palm's Restaurant who will complete construction of the facility and subsequently staff, manage, operate, promote, maintain and fund the restaurant. To that end,

a) The successful contractor will ensure the facility maintains a family friendly environment in keeping with a "park-like" atmosphere.
b) The facility will be properly maintained to provide a clean, safe and appealing presentation to guests.

2. Financial Responsibility. The Contractor must have the wherewithal to complete construction of the building and sustain a startup restaurant.

3. Utilization. The Contractor will optimize use of the assets and facilities, serving the public needs of the community as well as attracting tourists through cooperative marketing with local promotional agencies.

4. Economic Impact. The restaurant will have a positive economic impact for the Hecksher Drive area and the Contractor will recognize its responsibility to enhance this contribution by providing quality products and services and employing local residents.

5. Capital Investment. The City of Jacksonville seeks to protect the value of its assets and facilities, and will require the Contractor to support this objective through high quality construction and continued management, maintenance and operation of the facilities. The Contractor, at its sole cost shall maintain and repair the Facility, including the interior and exterior of the building, the attached deck and deck roof, the HVAC system, the septic system and the parking area immediately adjacent to the building. The Contractor shall keep the Facility in good order and in safe and sanitary condition. Any enhancements or alterations of capital assets must be submitted in writing to the Parks, Recreation and Community Services Department for review and approval before the proposed changes are initiated.

F. Employees.

All employees required for the operation of the restaurant shall be supplied by the Contractor. All employees of the Contractor shall be professionally dressed (uniforms are preferred) and be expected to behave professionally and courteously.

Wages and benefits to be provided by Contractor during the term of this contract shall be exclusively the Contractor's choice and discretion. However, the City expects that the Contractor will offer compensation and benefits sufficient to attract and maintain competent, well qualified personnel with minimal turnover.

G. Equal Opportunity.

The Contractor shall perform its functions in accordance with all applicable federal, state, and local laws, regulations and ordinances related to non-discrimination.

H. Alcohol Beverage License.

Contractor shall, at its sole cost, secure and maintain all necessary licenses and permits for the sale or consumption of alcohol if so desired.

I. Financial Structure.

The City intends that the Contractor will collect and manage all revenues from the operation of the restaurant. It is the City's expectation that the Contractor will operate the restaurant in such a way as to minimize operating expenses, and undertake reasonable marketing efforts to establish and maintain adequate revenues for continued operation and upkeep of the facility. Contractor will be expected to provide a summary of revenue and expenses for Palms Restaurant operation on an annual basis. The City reserves the right to audit the Contractor's financial records at any time during the term of the contract, and for three (3) years thereafter.

J. Lease Fee.

A regular monthly lease fee will be required for use of the property. The lease payment should be proposed by the Contractor (Please see Form 1 - Bid Proposal Form) and shall consist of a flat monthly fee which shall increase over time. Payment of the monthly lease fee shall begin the first full month following the completion of facility construction and shall increase over time as follows:

First full month through 60th month - Amount per bid
61st - 120th months - Amount per bid plus 10%
121st - 180th months - Prior lease amount plus 10%
181st - 240th month - Prior lease amount plus 10%

The minimum monthly fee considered shall be $1,500.

The Contractor shall remit payment of the lease fee to the City monthly on or before, the first (1st) day of the month for which it is due, for every month during the period of the Agreement. Payment shall be considered past due after the fifth (5th) of the current month for which payment is due and, if payment is not made within this time frame, the City shall charge a late fee of fifty dollars ($50.00). The Department may terminate the Agreement after thirty (30) days if no payment or less than full payment has been made.

K. Drug-free workplace.

The Contractor shall operate a drug-free workplace. Contractor shall provide a description of Pre- and post-employment drug screening program that ensures the workplace is operated drug-free.

L. Signage, Menus and Advertisements.

The Contractor will be responsible for creating menus and advertising the services offered. All menus, signage, banners, flyers, websites or handouts posted or distributed at or relating to Palms Fish Camp must be approved by the City prior to use, posting or distributing. All materials and signage are expected to be professional. Hand written and marked through copies of menus and advertising materials will not be approved for distribution. Any items with the name Palms Fish Camp, City of Jacksonville or any derivation of including shirts, hats, pens, staff uniforms etc. must be reviewed and approved by the City. The City reserves the right to deny any and all requests to distribute, wear, sell or otherwise utilize items with a City or park logo or name shown.

M. Responsibility for Damages.

The Contractor shall, at its sole cost and expense, repair to the complete satisfaction of City, any and all damage to the Property caused by or arising from Contractor's exercise of the rights granted herein. Without limiting the generality of the foregoing, Contractor is solely responsible and agrees to repair any damages to the Property that result from Contractor's use of the Property.

The City will not be responsible for any loss, theft, damage or vandalism to signage, rental equipment or any other property belonging to the Contractor.

N. Improvements.

The buildings and associated facilities are being offered in the current condition. The Contractor will be responsible for completing construction of the building and all maintenance and upkeep of the building (including outdoor attached restrooms), including both daily and long term maintenance, and supplying all equipment required to operate the business including paper products and cleaning supplies for exterior public restrooms. After completion of the original construction, any improvements that impact or alter the building (including but not limited to installing equipment that requires alteration of the structure in any way) must be submitted in writing for review and approval by the City prior to commencing work. Any improvements that impact or alter the building become the property of the City upon installation.

O. Title.

Title to the Property shall remain vested in City, subject to the covenants, conditions and terms of the Agreement, and the Contractor shall have no interest in title to the Property but shall only have the right to use the Property as set forth herein.

P. Regulations.

Contractor receiving award for the operation of the facility must provide and maintain all insurance, licenses and certificates required to operate the facility as required by State, Federal and Local regulations.

Q. Non-interference.

The Contractor's use of the Property shall at all times be in common with City and City's officers, employees, agents, representatives, business invitees, licensees, invitees and other permitted users. Contractor understands that the Contractor's use of the Property shall not interfere with City's use of the Property. In the event of any such interference, the Contractor, upon receipt of written notice from the City, shall cause any such interference to cease and make such modifications in its use of the Property as may be reasonably required to prevent such interference.

R. Utilities.

The utilities will be furnished and paid by the Contractor.

S. Security.

City shall have no obligation to protect or otherwise safeguard or provide security for the Property.

T. Fire or Casualty.

If the Property is damaged by fire or other casualty, either party shall have the right to terminate this Agreement by providing thirty (30) days written notice to the other. City shall not be liable, regardless of cause, for any inconvenience or interruption of the Contractor's rights occasioned by fire or for any damages to the Contractor's property which may be occasioned by fire or other casualty. City shall have no obligation to repair, restore or replace any Property damaged by fire or other casualty.

U. Develop Hurricane Preparation Plan.

Within 90 days after contracting with the City, the Contractor must submit a Hurricane Preparation Plan to the City for its review. The Hurricane Preparation Plan must address the security of the building and protection of property (either City-owned or Contractor owned).

V. Reoccurring Reports to the City.

The Contractor must submit a typed annual report to the City summarizing the previous year's operations including revenues, expenses, maintenance activities completed and any other significant or special activities. The statement shall be delivered to, or sent so that it is received by the City no later than April 30th of the following calendar year, or within sixty (60) days of the expiration or termination of this Agreement, whichever is sooner.

Contractor shall promptly report to the City any accident or incidents involving the employees or guests, which result in personal injury, property damage or violation of ordinances, regulations or laws and shall cooperate with the City in investigating such accidents or incidents.

The Contractor shall submit an annual maintenance plan for the coming year each January, no later than January 31st, which should be broken down by daily, weekly, monthly and annual tasks and include estimated completion dates.

The City shall have the right to conduct annual audits of Contractor s' books and records.

(Remainder of page intentionally left blank)

ATTACHMENT B– EVALUATION MATRIX

SELECTION CRITERIA:

The Competitive Sealed Proposal Evaluation Committee shall determine qualifications, interest and availability by reviewing all written responses received that express an interest in performing these services, and when deemed necessary, by conducting formal interviews of selected respondents that are determined to be best qualified based upon the evaluation of written responses. The determinations shall be based upon the following criteria, and respondents are requested to provide, as a minimum, the information listed under each criterion. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the proposal as non-responsive. The response to each of the criterion will be evaluated relative to the other responses received and awarded a score of 1 to the maximum points shown for each item. Contractors are encouraged to arrange their responses in a format that will offer ready review and evaluation of each criterion.

1. **CONSTRUCTION AND BUSINESS DESCRIPTION: (20 points)**

   Provide an overview of construction completion and the subsequent business which is being proposed. Explain in detail, the timeline for construction and implementation of service, the type of services which will be provided, general structure of the operation (including number of staff), areas of expertise or specialization and ideas for expanding or enhancing services in future years. A shortended timeline for construction will be given consideration for a higher score. The Contractor shall submit with his bid a proposed schedule of operations to include daily operating hours.

   Provide details on proposed signage to be posted within the park and strategies/efforts for advertising. Include a narrative description with details of the proposed approach to marketing of Palms Restaurant.

   Provide ideas with adequate detail that fit within the scope of this RFP which will attract visitors to the restaurant and encourage them to revisit the facility. Include information on the Contractor's experience in working with community organizations such as Chamber of Commerce and tourist bureaus to enhance and expand visitation.

2. **COMPETENCE: (20 Points)**

   Provide a description of all experience in similar projects to include: location, years maintained, estimated annual visitation and the profit margins.

   Provide the Contractor's experience in operating, managing and maintaining a similar project including a brief description of the general terms of service provided and the general terms of the operation.

   Provide resumes/bios of key individuals who will be involved in the development of the proposed project.

   Provide at least three (3) additional business references, including contact name, address, telephone and e-mail, and nature of the relationship with Contractor for individuals familiar with the Contractors business and service provided.

3. FINANCIAL RESPONSIBILITY: (20 points)

Demonstrate financial wherewithal to complete construction of the restaurant building and sustain a restaurant start up for at least one (1) year. Supporting documentation of good financial standing and/or ability to secure adequate loans must be submitted.

Identify material changes in Contractor's business operation or situation such as bankruptcy merges, and acquisition, which have actually occurred or are impending; outstanding financial arrangement such as corporate guarantees, business affiliations, partnerships or joint ventures.

Provide intent, source and methods of financing both the completion of construction and restaurant start-up.

4. MAINTENANCE: (25 points)

Provide a narrative description of the Contractor's approach to facility maintenance. Specifically address routine maintenance, equipment maintenance, building maintenance and oversight/quality control by daily tasks, weekly tasks, monthly tasks and annual tasks.

Provide the minimum annual budget amount, in dollars, to be committed by the Contractor for maintenance of the facility, if awarded this contract. This amount will apply as the minimum acceptable annual maintenance funding for each year of the base contract period and will be so stipulated in the agreement. This budget may be renegotiated for the operational contract extension, if the City elects to exercise same.

5. ANNUAL FEE: (15 points)

The Contractor shall pay the City during the period of this Agreement, a monthly fee equal to the agreed upon amount for all its operations within the Park. Payment of the monthly lease fee shall begin the first full month following the completion of facility construction and shall increase over time as follows:

First full month through 60th month - Amount per bid
61st – 120th months – Amount per bid plus 10%
121st – 180th months – Prior lease amount plus 10%
181st – 240th month – Prior lease amount plus 10%

The minimum monthly fee considered shall be $1,500.

The Contractor shall remit payment in the form of a monthly fee to the City on, or before, the first (1st) day of the month for which it is due, for every month during the period of the Agreement. Payment shall be considered past due after the fifth (5th) of the current month for which payment is due and, if payment is not made within this time frame, the City shall charge a late fee of fifty dollars ($50.00). The Department may terminate the Agreement after thirty (30) days if no payment or less than full payment.

The Contractor submitting the highest monthly fee will receive the maximum of fifteen (15) points. Each subsequent response will be scored according to the following formula:

*Next Highest Bid / Highest Bid * 15*

Example:

1	$1,700.00	=	15	Pts
2	$1,650.00	=	14.5	Pts
3	$1,600.00	=	14.1	Pts
4	$1,500.00	=	13.2	Pts

(Remainder of page intentionally left blank.)