



CITY OF LEMOORE

REQUEST FOR PROPOSAL (RFP)

LEMOORE MUNICIPAL GOLF COURSE
MANAGEMENT AND OPERATIONS SERVICES
RFP # 2010-01

SUBMISSION DATE: **March 5, 2010**
BY
4:00 P.M.

PROPOSAL CONTACT:

Joe Simonson
Parks and Recreation Director
435 "C" Streets
Lemoore, CA 93245

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Email: jsimonson@Lemoore.com

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LEMOORE MUNICIPAL GOLF COURSE
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1. Introduction

The City of Lemoore is currently accepting Proposals from qualified individuals and/or firms for operation and management services for the Lemoore Municipal Golf Course located in Lemoore, California. The intent of this Request for Proposal is to consider operational alternatives for Pro Shop Operations, Golf Course Operations, Restaurant, Facility and inclusive operations. Proposals must be received by the City no later than 4:00 P.M., Friday, **March 5, 2010**.

Format: Proposal should be 8 ½ x 11 inches, printed two-sided on recyclable paper with removable bindings, bound in a single document.

Each Qualification proposal must be submitted in a sealed envelope addressed to City of Lemoore, City Clerk Nanci Lima, 119 Fox Street Lemoore, CA 93245, and delivered prior to the time and date specified in this document. Each sealed envelope containing a BID proposal must have, on the outside, the name of the BIDDER, BIDDER'S address and a statement "DO NOT OPEN UNTIL THE TIME OF BID OPENING" and in addition, must be plainly marked on the outside as follows:

Bid: Lemoore Municipal Golf Course Management and Operations Services
RFP: 2010-01
Filing Deadline: Friday, March 5, 2010 - 4:00 P.M.

One original and five (5) hard copies must be submitted. Any proposals received after the due date will not be reviewed. Statements of Proposals must be marked with description and proposal number on lower front left corner of envelope. Fax proposals will not be accepted. Please submit proposals to:

City of Lemoore
City Clerk, Nanci Lima
119 Fox Street
Lemoore, CA 93245
(559) 924-6700

We anticipate the selected Proposer will be named no later than **May 31, 2010**.

For any additional information, firms may contact the City of Lemoore Parks and Recreation, Director at (559) 924-6767 or e-mail jsimonson@lemoore.com

2. Background

The City of Lemoore is located in the central San Joaquin Valley and has a population base of more than 25,000 with a neighboring population base of more than 225,000 within a 30 minute drive. The Lemoore Municipal Golf Course is a well-known and highly regarded public golf course. Currently the course averages over 39,000 rounds of golf annually. Located about 40 minutes south of the City of Fresno, it is a perfect golf course for most skill levels.

The Lemoore Municipal Golf Course is owned by the City of Lemoore and offers a par-72 course that measures 6,500 yards from the back (blue) tees. It was designed by Bob E. Baldock and opened for play in 1928 as a 9-hole course. The City of Lemoore remodeled in 1991, adding the back 9 designed by Bill Phillips as well as a full service kitchen and a well stocked Pro Shop. The manageable length of our golf course along with affordable rates makes Lemoore Municipal Golf Course one of the best choices for family golf in the Central Valley.

The Lemoore Municipal Golf Course is currently operated by Sierra Golf Management, which has managed the course for the past 11 years.

Maintenance personnel operate out of a 44,888 square foot yard which includes a 2,400 square foot maintenance shop. The City of Lemoore owns all course maintenance equipment and related tools and supplies. For Fiscal Year 09-10 the annual maintenance and operations budget (non-personnel) was \$402,757.

3. Debt Service

The Lemoore Municipal Golf Course has an estimated \$300,000 annual payment on the debt service.

4. Golf Course Operations and Pro Shop

The City currently contracts Pro Shop and Golf Course and related activities in one contract. The last agreement was extended six months on July 1, 2009 with two three-month extension options available if necessary in order to complete the evaluation process.

The Operator's right and responsibilities included:

- Pro shop sale and rental of golf equipment and supplies
- Operations of the driving range including all related supplies and equipment
- Rental of carts
- Provisions for lessons and instructions
- Tournament coordination
- Collection of green fees for play as approved by the Lemoore City Council
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An inventory of the City of Lemoore owned assets related to the Pro Shop and Golf Operations is included as reference (Attachment A).

5. Food and Beverage Concession Agreement

Currently the full service kitchen is operated under the Golf operations contract. The Concessionaire is responsible for all maintenance and repair of related facilities including all required public health standards. The Concessionaire is also responsible for all garbage and utility costs, and all required business and alcohol licenses as well as providing adequate staffing and security all of this must be included in the budget.

6. Intent of Operations

It is the intent and expectation of the City of Lemoore to provide for its citizens and visitors a professional and desirable golfing experience with a customer service level commensurate with “best practices” of public golf facilities. The daily fees and services are to be comparable to those fees charged by other competing municipal golf courses with similar services and facilities. The City views the golf course as a source of community pride and a statement of the City’s progressive attitude towards recreational programming. The City expects the facility to be operated at the highest golf industry standards from both the management and operations of the pro shop and restaurant as well as the management and care of the golf course itself including turf care and agronomy quality.

Interested proposer must possess the resources for staffing, training and management experience to provide these services on behalf of the City of Lemoore. The management company or individual will be required to procure, on the City’s behalf, all goods, services and equipment necessary for the operation of the entire facility (i.e. pro shop, maintenance, and restaurant). The intent of the RFP is to award such a contract to either a single management company and or individual who will provide the most cost effective and customer friendly operation and management of the three main operational arms of the golf facility. The interested party would be responsible for cohesive day-to-day functions of multiple operational areas including but not limited to: golf course maintenance, golf course turf applications, irrigation maintenance, water well and pump maintenance, equipment maintenance, tree care, pro shop operations, golf professional services, driving range operations, golf cart operations, retail operations, food and beverage service operations.

The management company or individual shall prepare monthly revenue and operating expenditure reports as well as prepare a yearly budget and provide for a capital improvement plan related to the entire golf facility.

7. Selection Process Step One

The City of Lemoore will use the two step process for the selection of an individual and/or company. The first step in the selection process will require the proposer(s) to submit and focus on the following topics. Each proposer will be scored on the following point system:

<u>Step One Scoring System</u>	<u>Points</u>
Operational Area: Pro Shop/Related Operations	20
<ul style="list-style-type: none">• Must have a PGA Golf Professional Certification• Minimum of five years experience in managing a Golf Course• Posses the business and professional skills necessary to manage expenses and revenues• Provides programs and services that generate revenues• Posses the skills and expertise to manage the entire Pro Shop facility including start-up operations	
Operational Area: Food and Beverage Operation	10
<ul style="list-style-type: none">• Must have the ability to acquire required licenses, including liquor license• Minimum of five years experience in managing similar operations• Posses the business and professional skills necessary to manage expenses and revenues• Posses the skills and expertise to manage the entire restaurant/ facility including the experience to Facilitate a tournament of 160 players	
Operational Area: Golf Course Maintenance Operations	25
<ul style="list-style-type: none">• Must have required business licenses including Class A member of the Golf Course Superintendents Association of America and pest control operators license• Minimum of five years experience in managing similar operations• Posses the business and professional skills necessary to manage expenses and revenues• Provides programs and services that generate revenues• Posses the skills and expertise to manage the entire facility including start-up operations, maintenance and capital improvements	
Past performance of firm	10
<ul style="list-style-type: none">• Names of other golf courses you or your firm has managed in the past and/or currently managing• Provide performance requirements related to marketing and promotions, budget and fiscal management, including projecting revenues and expenses	

Capacity to Perform	25
<ul style="list-style-type: none"> • Provide information of golf courses currently under your management. • List golf courses under your management in California • Provide a listing of the proposed staff to operate all areas of the Pro Shop Operations including Green Fees, Cart Rentals, Driving Range, Pro Shop, Tournaments, and golf lessons, etc. • List available equipment to perform maintenance operations • Provide sample budgets related to turf expenses in terms of materials, and turf equipment and irrigation • Provide a listing of the proposed staff to operate all areas of the course maintenance operations including Superintendent, Mechanic, Lead Workers, Irrigation Technicians, and associated staff, etc. 	
Qualifications of Firms	5
<ul style="list-style-type: none"> • Provide a history of your firm • Resumes of parties and individuals involved with the firm 	
Financial & Human Resources	5
<ul style="list-style-type: none"> • Provide financial statements for your company • Provide Income statement and balance sheet • General Liability Minimum Limits \$2,000,000.00 • Provide an organizational chart of firm's personnel 	

Total Points: 100

8. Selection Process Step Two

After the first submission of proposals, the City will require selected proposers (short list firms/individuals) to submit additional responses to the second phase of the review. The short listed proposer(s) invited to participate in the second phase process will be asked for responses to specific operational topics (Topic Points) worth a total of 100 points per operational area. The proposer scoring the highest on the second phase will be recommended as the best proposer to the Lemoore City Council.

Each Step Two proposer will be required submit a Business Plan in order to address the Topic Points. The Business plan Submittal must include at a minimum the following elements:

	<u>Points</u>
A. Mission and Vision	5
B. Management Goals for Operations and the Course in General	45
o Provide a five-year projected revenue and expense budget report based on 39k rounds of golf per year	
o Ten-Year Improvement Plan/Proposal for Lemoore Municipal Golf Course	
C. Organizational System	5
o Organizational Chart	

D. Operational System	15
o Responsibilities of applicable personnel	
E. Scope of Services	50
o Statement of the management company responsibility to:	
▪ Operate a pro shop and related facilities for a golf course in the Central California Region	
▪ Operate a restaurant, bar and related facilities for a golf course in the Central California Region	
▪ Maintain proper condition of greens, tee boxes, fairways, driving range, restrooms and related facilities in accordance with professional agronomy practices for golf courses in the Central California Region	
F. Service Delivery Plan	10
G. Marketing and Sales	25
o Proposed Green Fees Structure	
o Plan to expand & maintain customer base in Lemoore & surrounding areas	
H. Competitive Advantage	10
I. Key Competitors	5
	Total Points: 170

Step Two Proposers will be invited to a **mandatory site conference on March 29, 2010**. The time will be determined at a later date.

9. Anticipated Schedule

• RFP Solicitation	January 26, 2010
• RFP Due Date	March 5, 2010
• First Step Review Process	March 8 – 16, 2010
• Short List Letter for second step sent	March 19, 2010
• Mandatory Site Conference for Short List Proposer	March 29, 2010
• Second Step Proposals due	April 12, 2010
• Recommendation for Approval of Selected Firm	Approximately May 4, 2010

10. Statement of Proposals

The Statement of Qualifications must include the following elements:

- Letter of interest
- Demonstration and recognition of accomplished management experience
Experience of firm in the management of a golf course of similar size, scale and budget
- Identification and resumes of personnel to be directly involved in the management and operation of the Lemoore Municipal Golf Course
- Principal and Project Manager
- Identify current workload of firm and personnel assigned to management of the Lemoore Municipal Golf Course
- Experience of the firm with golf courses
- Experience of the proposed personnel with golf courses, emphasizing similar budgets and fee schedules
- Demonstrated experience in sustainable management of golf courses.

- Description of the firm's management philosophy
- References from recent/similar golf courses and key owner personnel, and citizen participation

The Statement of Qualifications may not exceed 20, 8 ½ x 11 inch double-sided pages in length, including photos or graphic material. 30 page statements will be allowed for those interested in proposing comprehensive operations for all three operational areas

11. Criteria for Selection

Interested firms must be able to demonstrate an established record of management excellence in their Statement of Qualifications. The following criteria will be specifically used to judge proposals:

- Ability to maintain a low-cost, value oriented golfing experience
- Provide an amenity in town that the City is proud of
- Goal to garnish \$300,000 after operating expenses
- Expand and maintain customer base within Lemoore/Hanford region
- Ability to manage and overcome the current operating challenges which include:
 - * Golfers driving golf carts in unauthorized areas
 - * Residents playing on the course without paying fees
 - * Players following established rules for the course
 - * Timely and cost effective disposal of an abundance of green waste

In addition to management excellence, the following criteria will be used for screening and the selection of an individual and/or management firm must demonstrate:

- Experience in the management of a golf course.
- Experience with dealing with the public.
- The financial and human resources to properly operate a public golf course facility.
- The management company must have PGA Golf Professional Certification and a member of the Golf Course Superintendents Association of America.
- Qualifications to manage all areas of the Club House operations.
- Experience in golf course turf management and agronomy.
- History of effective green fees schedule and budget management.
- Availability of sufficient qualified staff to manage and operate a public golf course.

Interested firms must be able to demonstrate successful experience with the public in the management of the Lemoore Municipal Golf Course and must promote public involvement to market the golf course. The selected firm will be

expected to work collaboratively with this communications effort.

12. Evaluation Process

This is a two-step process. Written Statements of Qualifications will be due at Lemoore City Hall, 119 Fox Street Lemoore CA 93245. The City of Lemoore Score Selection Committee will evaluate and review the submittals and recommend a short list of firms to the City Manager. A letter will be sent to notify all firms selected for participation in the second step. The letter will contain specific instructions for the second step. Additional information and preliminary response to the Management of the Lemoore Municipal Golf Course maybe required of firms selected for the second stage of consideration. The Score/Selection Committee will make the final recommendation to City Council.

Oral interviews may be scheduled with some or all of the proposers after written proposals have been reviewed. Proposers should be aware, however, that their written proposals will be the principle element of the competitive evaluation process.

If scheduled, oral interviews will be question/answer format for the purpose of clarifying the intent of any portions of the proposal. The principal from your firm will be directly responsible for carrying out the contract, if awarded and should be present at the oral interview.

13. Conditions for Proposal Acceptance

This request for qualifications does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals to permit the timely correction of errors, and/or with notification to all prospective proposer's, change the submissions deadline without cause or liability received as a result of this request to negotiate with any qualified firm or to cancel in part or in its entirety this Request for Qualifications. All proposals will become the property of the City of Lemoore. If any proprietary information is contained in the proposal, it should be clearly identified. Examples of previous work may be submitted.

14. General Information

Ownership of Documents

All unfinished documents, data, studies, surveys, reports and other material prepared by Consultant shall, at the option of the City of Lemoore, become property of the City of Lemoore.

Sublet and/or Assignment

The selected Proposer shall not sublet, assign, or transfer any right or interest in the awarded contract without the prior written consent of the City of Lemoore.

Key Personnel

The Proposer must designate the key personnel to be assigned to this project and provide resumes of their experience as part of the proposal.

The City of Lemoore may specify which, if any, key personnel for whom substitution will not be allowed without the City's prior written consent.

Hold Harmless

Proposer agrees to defend, indemnify, protect and hold City and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Proposer's employees, agents or officers, which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of Proposer, and its agents, officers or employees, in performing the work or services herein, and all expenses of investigating and defending against same; provided, however, that Proposer's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers or employees.

Changes

City may from time to time require changes in the Scope of Work to be performed by proposer. Such changes, including any increase or decrease in the amount of compensation which are mutually agreed upon by and between City and Proposer, shall be incorporated in written amendments to the Agreement.

Delay

This project must not be delayed. For this reason, it will be necessary for the Proposer hired to advise the City staff of each stage of the proceedings and to let the City know if any information is not available when needed. It shall then become the City's option as to how to proceed.

Independent Contractor

Proposer shall be an independent contractor and not an agent of the City of Lemoore. Any provision of the Agreement that may appear to give the City of Lemoore the right to direct proposer as to the details of doing the work or to exercise a measure of control over the work means that proposer shall follow the wishes of the City of Lemoore as to results of the work only.

Public Liability Insurance

The selected Proposer must procure and maintain at its own expense insurance for liability for damages imposed by law and assumed under this contract. The insurance must be in effect during the preparation of alternatives for redistricting and during the entire term of the service

agreement, in the types and amount herein stated, underwritten by an insurance company licensed to do business in the State of California.

The selected Proposer shall provide the City of Lemoore with a certificate of insurances showing coverage for public liability in amounts of not less than \$2, 000,000.

The City of Lemoore must be named as an additional insured on this certificate.

The selected Proposer must also show evidence of Workers' Compensation coverage in accordance with the laws of the State of California. The Worker's Compensation policy must contain a waiver of subrogation of rights against the City of Lemoore

All Policies must have a thirty (30) day non-cancellation clause giving the City thirty days prior written notice in the event a policy is cancelled.

Proof of all such insurance shall be given by filing certificates of said insurance with the Human Resource Office prior to signing of the contract by the City of Lemoore

The Proposer understands and agrees that any insurance required by this contract shall in no way limit the Proposer's obligations assumed in this contract, shall not relieve the Proposer from liability in excess of this coverage, nor shall it preclude the City from taking any such actions available to it under the provisions of this contract or otherwise in law.

Employment of City Staff

The Agreement shall be unilaterally and immediately be terminated by City if proposer employs an individual who, within the twelve months immediately preceding such employment, in the individual's capacity as a City officer or employee, participated in, negotiated with, or otherwise had an influence on the recommendation made to the City in connection with the selection of proposer.

Conflict of Interest

The Proposer is subject to all federal, state and local conflict of interest laws, regulations and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et.seq. and 81000, et.seq. The City of Lemoore may determine that a conflict of interest code requires the Contractor to complete one or more statements of economic interest disclosing relevant financial interests. Upon the City of Lemoore's request, Contractor shall submit the necessary documentation to the Commission.

Non-discrimination under Title VI of the Civil Rights Act of 1964

The Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (PL 88-352) and HUD regulations with respect thereto including the regulations under CFR Part I. The City agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

Equal Opportunity

The Proposer will comply with Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations hereinafter enacted. The Proposer will not discriminate against any employee or applicant for employment on any basis prohibited by law.

The Proposer acknowledges that the City of Lemoore seeks to promote employment and business opportunities for local residents and firms on all City contracts. The Proposer will, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, if any, for work associated with this Agreement from local residents and firms whenever feasible.

The Proposer understands that failure to comply with the above requirements, and/or submitting false information in response to these requirements, may result in withholding any payments due until the Proposer complies with the above, or termination of this Agreement, and/or suspension from participating in future City contracts as a prime contractor or subcontractor, for a period of not less than one (1) year. For additional or subsequent violations, the period of suspension may be extended for a period of up to three (3) years. Failure to satisfy penalties imposed pursuant to this section shall prohibit the Firm from participating in future City contracts until all penalties have been satisfied.

Drug-Free Workplace

The Firm agrees to comply with the City's Drug-Free Workplace requirements. Every person awarded a contract by the City of Lemoore for the provision of services shall certify to the City that it will provide a drug-free workplace. Any subcontract entered into by the Proposer pursuant to this Agreement shall contain this provision.

Procedures

The City of Lemoore reserves the right to accept or reject any or all proposals received in response to this Request, to negotiate with any qualified source, or cancel in whole or in part this Request for Qualifications if it is in the best interest of the City to do so. Prospective contractors may be required to submit revisions to their proposals as may result from contract negotiations, to include additions and/or deletions to either subcontractors or scope or work.

All survey information, data and material ensuing from this project shall be the sole property of the City of Lemoore and shall not be reproduced and published without the written consent of the City of Lemoore.

15. RFP Details

Any questions regarding this RFP must be received by **February 22, 2010**, and should be directed to:

City of Lemoore
Parks and Recreation Director Joe Simonson
435 "C" Street
Lemoore, CA 93245
(559) 924-6767

All answers will be provided to any firms who have formally notified the City of their intent to submit.