

CITY OF PALATKA

REQUEST FOR PROPOSALS

Golf Course Management for

Palatka Golf Course

Proposals to be received by November 25, 2009 11:00 a.m. (Eastern Time)

Submit Proposals:
City of Palatka
Office of the City Manager
201 N. 2nd St.
Palatka, Florida 32177

Prepared by City of Palatka, Office of the City Attorney
(386) 328-1111

**City of Palatka
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**City of Palatka
Request for Proposals
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- I. ***Statement of Intent.*** The City of Palatka is requesting proposals from responsible firms or teams to manage and operate Palatka Golf Course (hereinafter “Golf Course”) beginning on January 1, 2010. The contract will be for a base period of five (5) years with an option to extend for two (2) each five (5) year renewals upon mutual consent of both the City and contractor.

II. Time line

Availability of RFP	October 16, 2009
Pre-Proposal Meeting	October 30, 2009

*This meeting is to be held at 10.00 a.m. (Eastern Time) at Golf Course located at 1715 Moseley Ave, Palatka, Florida, 32177..
This meeting is NOT mandatory.*

Deadline to submit questions to City Manager’s Office	November 6, 2009
<i>Note: Questions must be in writing.</i> Proposals Due Date	November 25, 2009
Evaluation of Submissions & Selected Interviews	December 4, 2009
Negotiations with Selected Entity	December 7 thru 11, 2009
Recommendation to City Commission Committee for Approval	December 17, 2009
City Commission Ordinance Final Approval	December 17, 2009
Contract Start Date	January 1, 2010

This timetable is for the information of submitting entities. Project constraints, including interviews with submitting entities, may cause these dates to change.

In no event shall the deadline for submission of the proposals be changed except by written modification from the City Manager's Office, City of Palatka, Florida.

III. Background Golf Course is a municipal golf course opened to the public in 1925. Designed by the legendary Donald Ross, the Palatka Golf Course still maintains the Ross characteristics. An 18 hole, par 70, the Palatka Golf Course measures 5,892 yards and flows around the scenic Ravine State Gardens, a park within the State of Florida Park System. In 1995 the Palatka Golf Course was rated a “best value” by the Wall Street Journal. The Palatka Golf Course is host to one of the oldest and most prestigious amateur tournaments in Florida, the Florida Azalea Amateur. This tournament attracts 200 of the nation’s best amateurs. The Palatka Golf Course boasts a 10,000 square foot clubhouse with seating for up to 200 and men’s and women’s locker rooms. The clubhouse features a restaurant and full bar. A new practice facility was built in 2003 featuring an aqua driving range, made possible, in part by a new full-course affluent irrigation system also completed in 2003. The Palatka Golf Course currently enjoys approximately 25,000 to 27,000 rounds annually.

The City’s intent at this point is to explore the option of placing the Golf Course under a managerial contract with a firm that has experience in managing City Golf Courses.

IV. General Conditions. The following data is intended to form the basis for submission of proposals. This material contains general conditions for the procurement process, the scope of service requested, contract requirements, instructions for submissions of qualifications, and submission forms that must be included in the proposal. The RFP should be read in its entirety before preparing the proposal.

4.1 All materials submitted pursuant to this RFP shall become the property of the City of Palatka. 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 City staff. All information provided shall be considered by the City in making a recommendation to enter into an agreement with the selected contractor.

4.2 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made in writing and be in the hands of the City Manager’s Office by the close of the business day on Friday, November 6, 2009. Questions can be submitted by letter, fax (386-329-0106) or email to wboynton@palatka-fl.gov The City of Palatka shall not be responsible for oral interpretations given by any City of Palatka employee, representative or others. The issuance of written addenda is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Request for Proposals, the City Manager for the City of Palatka will attempt to notify all prospective submitting entities and the addenda shall become a permanent part of the RFP; **however, it shall be the responsibility of each submitting entity, prior to submitting proposal to contact the City Manager for the City of Palatka at 386-329-0104 to determine if addenda were issued and to make such addenda a part of the submission of proposal. Any addenda will also be posted on the City’s website at www.co.putnam.fl.us/palatka/city**

4.3 The City of Palatka reserves the right to: (a) accept or reject any and/or all submissions of proposal; (b) waive irregularities and technicalities; (c) accept any alternative submission of proposal presented which in its opinion, would best serve the interests of the City of Palatka; and (d) give full and proper evaluation of the firm or team presenting the proposal. The City shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest, and its decision shall be final. Also, the City reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by

the submitting entity. Such information may include, but shall not be limited to: current financial statements by an independent CPA; verification of availability of equipment and personnel; and past performance records.

4.4 Included in the Contract Documents is an affidavit that the undersigned has not entered into any collusion with any person in respect to this proposal. The proposer will be required to execute and submit this affidavit prior to execution of the Contract by the City.

4.5 Subsequent to the City's review and the City Manager's recommendation of a firm(s), Palatka City Commission approval is required before the final contract may be executed.

4.6 All expenses for making submission of qualifications shall be borne by the submitting entity.

4.7 Any submission of proposals may be withdrawn up until the date and time for opening of the submissions. Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of sixty (60) days to the City of Palatka for the services set forth in the RFP until one or more of the submissions are accepted by the City of Palatka.

V. Scope of Service. The City of Palatka is seeking submittals from responsible firms or teams to provide proposals for the management and operation of all facets of the Golf Course on behalf of the City. This proposal should include a plan for operating concessions, managing the golf shop, handling all maintenance needs (including course, club house, and equipment), dealing with customer service, marketing the golf facility, hiring and supervising all staff, sharing of revenues generated and costs incurred; and long-term success of the facility.

5.1 The initial term of this agreement shall begin on January 1, 2010 and expire on December 31, 2015, with two (2) each, five (5) year renewal options upon mutual agreement of both the City and the Contractor.

5.2 The goal of the City of Palatka is to have Golf Course in excellent playing condition while keeping the cost per round of golf reasonable enough for the general public so they may have a quality recreation experience at a reasonable cost.

5.3 The City of Palatka expects to share in the profits generated by the Golf Course. The City anticipates negotiating an agreement with the successful firm or team that will provide for a fixed fee for the lease of the Golf Course, along with profit-sharing clauses.

5.4 Note that the City expects to pay the cost for any and all capital improvements under this management agreement that the City decides are necessary.

5.5 Attached to this RFP is an inventory of property, equipment and materials that are currently part of Golf Course. These items are available for use under a management agreement.

5.6 Responsibilities. The successful proposer shall have the responsibility of providing general operational management services for Golf Course to include the following:

A. Employees. All personnel employed by the Golf Course shall at all times be employees of the contractor. All costs pertaining to such contractor employees arising out of the City - Contractor relationship will be an operating expense paid for from the Contractor.

B. Inventory - Merchandise and Items for Re-sale. The Contractor shall obtain merchandise for the pro shop at the clubhouse as well as food and beverage items, as per the agreed upon

Annual Budget and Program.

C. Supervision. Contractor shall supervise and operate the golf operations, golf pro shop, membership sales, practice facilities, food and beverage services, and other ancillary services at the Golf Course.

D. Maintenance. Contractor shall maintain in good working condition the physical plant and equipment at the Golf Course to include the Golf Course and all physical structures .

E. Purchasing and Procurement. The Contractor shall arrange for the procurement of, as an operating expense of the Golf Course, all operating supplies, operating equipment, inventories and services necessary to operate the Golf Course in accordance with the annual budget.

F. Consultation. The contractor shall, without additional compensation, make its staff available to the City upon request for consultation regarding the operation of the Golf Course, including, but not limited to, operating procedures, agronomy, pro shop, food and beverage service, management and operation, capital improvements, driving range operation, clubhouse space utilization and operations, golf cart maintenance and management, and prices and rate structure.

G. Junior Golf. Contractor shall develop and implement programs to promote golf among persons under age 18 to include high school and junior high golf teams.

H. Marketing Plan. The contractor shall create, direct, and implement an annual marketing plan for Golf Course as part of the Annual Budget and Program. The marketing plan will include market analyses (competitive, customer), Golf Course analyses (programs, utilization, sales), and strategies for achieving the budgeted financial goals and other marketing-related goals for the Golf Course and City of Palatka.

I. The Contractor shall obtain and manage:

1. Marketing systems, including signage and internet (web site, e-mail, e-commerce); electronic tee sheet program (reservation system, customer database, POS); and branding materials (graphic design, collateral, photography);
2. Customer acquisition programs, including advertising (print, electronic, display); direct marketing (direct mail, broadcast e-mail); promotional offers; and community and vendor partnerships and sponsorships;
3. Customer retention programs, including loyalty/reward card programs; special events and programs; and promotional offers;
4. Sales programs, including outing, membership, and event sales management;
5. Quality assurance programs, including customer surveying; "secret shopper" on-site visits and telephone sales calls; and customer comment telephone lines and e-mail forms;
6. Publicity and media relations; and
7. Point-of Sale Technology, and Accounting Administration, which includes oversight of Golf Course, point-of-sale, electronic tee sheet, stand-alone accounting systems, data processing system/program support, and audit and system/personnel support for the purpose of ensuring the consistent and professional execution of accounting and data processing functions required for the Golf Course.

Additionally, the contractor shall coordinate and oversee all sub-contractors' work in connection with the production and implementation of these programs.

J. Accounting. The contractor shall provide separate budgeting, bookkeeping and reporting

services to the City concerning the Golf Course. Copies of all books/records shall be kept at the Golf Course and the City of Palatka shall retain the right to review all books, records, software, data, programs, manuals and the like..

K. Financial Reporting. The contractor shall maintain and provide on a “cash basis” monthly and annual operating statements. The contractor shall also prepare a recommended annual operating budget, including a comparison to the annual operating budget for the immediately preceding year and a projection of anticipated monthly revenues and expenses and cash flows for the Golf Course for the following calendar year, including a reasonable contingency and anticipated working capital requirement of the Golf Course for the year; a capital improvements budget for the next calendar year; a marketing and operational program to include operating policies, standards for operations and quality of service standards (collectively, the “Annual Budget and Program”). **Note that the Contractor shall make the final determination and have the final approval of the Annual Budget and Program.**

L. Expenditures. The contractor shall pay all operating expenses for the Golf Course which expenses shall include, but not be limited to, payments of all monthly payroll and related expenses, operating expenses, management fees, incentive fees, sales, use, value-included and excise taxes on sales and rentals, and real property taxes levied on the Golf Course. For purposes of this paragraph, “operating expenses” shall not be defined so as to include any existing or future long-term debt of the City which is or was attributable to the Golf Course, its acquisition, or past operation.

M. Owner’s Meeting. Contractor shall, at least monthly, consult with the City regarding the Golf Course and its operations at a time, date, and place designated by the City.

VI. Contract Requirements. Submitting entities, if selected, must be willing to sign a contract with the City of Palatka which will include certain provisions, among which are the following:

6.1 The contract shall consist of (1) the RFP, (2) the proposal submitted by the contractor to this RFP, and (3) the contract. In the event of a discrepancy between the contract, the RFP, and the submitted proposal, the contract will prevail.

6.2 The relationship of contractor to the City will be that of independent contractor. The contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the contract. All services performed by the contractor shall be provided in an independent contractor capacity and not in the capacity of officers, agents, or employees of the City of Palatka.

6.4 The contractor shall not assign or transfer any interest in this contract without prior written consent of the City of Palatka.

6.5 The successful proposer must be willing to sign a contract with the City of Palatka that contains the following indemnification clause:

A. Contractor, its agents and employees shall defend, indemnify and hold harmless the City of Palatka, its agents and employees from any and all liability to Contractor, and agents and employee or any third parties for claims, personal injuries, property damage, or loss of life or property resulting from, or in any way connected with, or alleged to have

arisen from, the performance of this agreement except where the proximate cause of such injury, damage, or loss was the sole negligence of the City of Palatka, its agents or employees.

B. Contractor, its agents and employees shall defend, indemnify and hold the City of Palatka harmless for the cost of the defense of any claim, demand, suit or cause of action made or brought against the City of Palatka alleging liability referenced in Paragraph A, including, but not limited to, cost fees, attorneys' fees, and other expenses of any kind whatsoever arising in connection with the defense of the City of Palatka; and to assume and take over the defense of the City of Palatka in any such claim, demand, suit or cause of action upon timely notice and demand for same by the City of Palatka, except where the proximate cause of such injury, damage or loss was the sole negligence of the City of Palatka, its agents or employees.

C. Contractor, its agents and employees shall defend, indemnify and hold the City of Palatka harmless and pay all judgments that shall be rendered in any such actions, suits, claims or demands against the City of Palatka alleging liability referenced in Paragraph A, except where the proximate cause of such injury, damage or loss was the sole negligence of the City of Palatka, its agents or employees.

6.6 The City may terminate its contract with the successful proposer at any time, for cause. In the event the City determines to terminate the contract, it must first notify the other party of the reason for termination and afford the other party a reasonable time within which to "cure" the condition or ground upon which termination is sought. "Grounds" for termination shall include, but not be limited to, failure of the contracting part to satisfy its financial obligations under the contract; failure of the contracting party to satisfy its maintenance obligations under the contract; failure of the contracting party to retain the "public" nature of the golf course; or any other substantial default under the terms of the contract ultimately negotiated between the parties. If the City terminates this Agreement, as a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if the Contract had not been terminated, subject to set-off for any amounts due the City from the Contractor.

6.7 The contractor must be licensed to conduct business in the State of Florida for any services in this contract requiring such licensure. The contractor must maintain license during the period of the contract and shall submit evidence of compliance.

6.8 When applicable and prior to the commencement of the contract, contractor must furnish the City of Palatka with properly executed certificates of insurance, which shall clearly evidence all insurance required by the City. Such insurance shall be at a minimum the following: commercial general liability (occurrence basis) with limits of one million dollars; automobile liability for any auto with limits of one million dollars; workers compensation with statutory limits and employers liability with limits of one hundred thousand dollars. Additional insurance may be required on the basis of the scope of the negotiated contract. The City, its officials, officers, employees and volunteers are to be added as insureds on all liability insurance policies with respect to liability arising out of the work or operations performed by or on behalf of the Contractor. Such insurance will be primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required. Required insurance shall not be canceled, allowed to expire or be materially reduced in coverage until after thirty days written notice has been given to the City Attorney.

6.9 Firms must comply with Presidential Executive Orders No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Firms must also comply with Title VI of the Civil Rights Act of 1964, the Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

6.10 Firms shall give consideration to the inclusion of minority firms or individuals in this project, and shall advise the City in the submitted proposal of their efforts to do so.

6.11 Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.

6.12 Before a contract will be signed by the City, the submitting entity, if selected, must provide the City with a copy of its valid business license or with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location.

VII. Instructions to Submitting Entities. All submissions of proposals shall comply with the following instructions. These instructions are intended to ensure that (1) submissions contain the information and documents required by the City of Palatka in this RFP; and (2) the submissions have a degree of uniformity in the presentation of material, which will facilitate evaluation by the City.

7.1 General. Submission forms and RFP documentation may be obtained on or after October 16, 2009 at no charge from:

City of Palatka
Office of City Manager
201 N. 2nd St.
Palatka, Florida 32177

between 8:30 a.m. and 5:00 p.m. (Eastern Time), Monday through Friday or by calling 386-329-0104. Forms and RFP information are also available on the City web site at www.co.putnam.fl.us/palatka/city where it can be read or printed using Adobe Acrobat Reader software.

7.2 Proposals Submissions. An original and six (6) copies of the proposal shall be submitted. Proposals shall clearly indicate the legal name, address and telephone number of the submitting entity (company, firm, partnership, individual). Proposals shall bear an original signature, being signed above the typed or printed name and title of the signer. All proposals must be signed by an officer of the company authorized to bind the firm to a contract.

Proposals will be received until 11:00 AM, Eastern Time; on November 25, 2009. Each proposal must be submitted in a sealed envelope addressed to the City of Palatka. Each sealed envelope containing a proposal must be plainly marked on the outside "Submission of Proposal to Manage Palatka Golf Course" to be Opened 11:00 AM (Eastern Time). November 25, 2009."

Any proposal received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the proposals delivered to the City of

Palatka, City Manager's office for receipt on or before that date. If a proposal is sent by U.S. mail, the submitting entity shall be responsible for its timely delivery to the City of Palatka. Proposals delayed by mail shall not be considered and arrangements shall be made for return at the submitting entity's request and expense.

7.3 Format. Proposals must be typed on 8.5 x 11 inch wide white paper. Pages must be consecutively numbered. A table of contents must be included in the proposal immediately after the title page. Proposals shall be structured as follows:

- I. Submission Form (S-I) & Non-Collusion Affidavit
2. Table of Contents
3. Body of Proposal: Information which submitting entity wishes to include

NOTE: Form S-I and the Non-Collusion Affidavit are found on pages 13 and 14 of this RFP.

7.4 Evaluation of Proposals. All qualified submissions received by the deadline will be analyzed by the City 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.

Firms and/or teams responding to this RFP shall be available for interviews with the City. Discussions may be conducted with responsible submitting entities 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 City should be prepared to meet with the City at the time and date determined by the City of Palatka. Selection shall be based on the firms' qualifications applicable to the scope and nature of the services to be performed per this RFP. Determination of qualifications shall be based on written proposals and information presented to the City during oral interviews, if any.

Each proposal will be initially analyzed and judged according to the evaluation criteria below. Maximum score is 100 points. In addition to the proposal, the Committee may request additional material, information or references from the submitting entity or others.

Provided it is in the best interest of the City, the firm/team 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 firm/team selected will be invited to submit more comprehensive information if necessary. If no satisfactory agreement can be reached with the "most responsive firm," then the City will begin contractual negotiations with the firm/team 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 firms/teams submitting proposals in order of their ranking.

VIII. Evaluation Criteria. Proposals will be evaluated using the following criteria:

1) Golf Course Experience: (15 pts) Proven competence with regard to *golf course operations in general* that will make this management agreement successful. What experience do the individuals who are going to play the largest, active role in this arrangement have that will give them a clearer idea as to how to best make Golf Course a quality facility? Which golf course(s) do they have experience with, for how long, and what lessons have they learned that will prove helpful to this arrangement?

2) Management Experience: (15 pts) What relevant *golf course management experience* does

your firm have that will make this agreement successful? List examples of past management arrangements that will help the City understand the type of business partner the City of Palatka would have if they accept your proposal.

3) Financial Capability: (30 pts) What financial resources does your organization or team have that will provide the wherewithal for you to be successful over a multi-year contract. Specifically, provide your *profit and loss statement as well as your balance sheet* for the year ending December 31, 2008.

4) Local Interest: (10 pts) Entities that have a vested interest in the Palatka community are better able to provide high quality services at Golf Course. Familiarity with the community, knowing the target market, and understanding citizen expectations are important aspects to a successful management agreement. Explain how your firm or team is vested in the Palatka community by listing personal and/or professional references. A key part of local interest concerns the “youth program” for golf in Palatka. As such, part of our evaluation will focus on your stated plan to implement programs that promote junior golf for persons under age 18 to include high school and junior high golf teams.

5) Revenue. (10 pts) Amount of revenue to be provided to the City of Palatka over the course of the five-year management contract.

6) Technical Approach (20 pts) Evaluation of how well your proposal addresses the manner in which you will achieve each of the tasks/projects specified in the scope of work provided in this RFP.

Submission Forms

**CITY OF PALATKA
REQUEST FOR PROPOSALS
Golf Course Management for
Palatka Golf Course**

Submission Form (S-I)

**Proposals To Be Received by 11:00 AM, Eastern Time, November 25, 2009
City Hall, 201 N. 2nd Street , Palatka, Florida, 32177**

IMPORTANT: An Original and six (6) copies are to be submitted.

Please complete the following:

Legal Name of Proposer:

Address:

Telephone Number:

Fax Number: —Contact Person:

Signature: _____

Name of Signer:

Note: Failure to use these response sheets may disqualify your submission.

Non-Collusion Affidavit

State of _____ County of _____

_____ being first duly sworn, deposes and says that:

- (1) He/She is the _____ of _____, the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit a collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Palatka or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): _____

Title:

Subscribed and sworn to before me this _____ day of _____ 200_.

Notary Public

My Commission expires: