



City of Dublin

Purchasing Department

RFP #20-09-001

Issue Date: September 10, 2020

**Management and Operation of the
Riverview Golf Course**



Proposals due October 22, 2020 at 2:00 PM EST

CITY OF DUBLIN - PURCHASING DEPARTMENT

**P.O. Box 690
215 Truxton Street
Dublin, Georgia 31040
(478) 277-5047**

**September 10, 2020
Request for Proposals for
Management and Operation of the Riverview Golf Course
RFP No. 20-09-001**

Dear Proposer:

The City of Dublin is now accepting proposals for management and operation of Riverview Golf Course.

Instructions for preparation and submission of a proposal are contained in this package.

All proposals are due in the Office of the Purchasing Director, 215 Truxton Street, Dublin, Georgia 31021 (P.O. Box 690, 31040) no later than 2:00 p.m., local time prevailing, on Thursday, October 22, 2020. The names of the respondents will be read at the public bid opening shortly thereafter.

Thank you for your interest in doing business with the City of Dublin.

Sincerely,



**Kris Harden, CPPB
Purchasing Director**

SECTION I

INFORMATION & INSTRUCTIONS

- 1.0 Submission Requirements:** The complete original proposal and three copies must be submitted in a sealed package and received in accordance with the instructions detailed in the cover letter. All proposals shall be marked **RFP #20-09-001, Riverview Golf Course**. Proposers shall file all documents necessary to support their proposal in the format provided and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time. In the event only one proposal is received, the City shall retain the proposal and re-advertise to solicit additional proposals.
- 1.1 Format of Responses:** The following documents must be submitted at a minimum with your response:
- a) Proposal Form
 - b) Current Financial Statements
 - c) Operational Concepts
 - d) Capital Improvement Plan
 - e) Resumes of Key Personnel
 - f) Proposal Security Bond
- 1.2 Request for Additional Information:** Prior to the final selection, proposers may be required to submit additional information which the City may deem necessary to further evaluate the proposer's qualifications.
- 1.3 Denial of Reimbursement:** The City of Dublin will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred.
- 1.4 Right of Rejection and Clarification:** The City of Dublin reserves the right to reject any and all proposals and to request clarification of information from any proposer. The City of Dublin is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.
- 1.5 Gratuity Prohibition:** Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City of Dublin for the purpose of influencing consideration of this proposal.
- 1.6 Right of Withdrawal:** A proposal may not be withdrawn before the expiration of sixty (60) days from the proposal due date.
- 1.7 Rights to Submitted Material:** All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of the City of Dublin when received.

- 1.8 Right of Negotiation:** The City of Dublin reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.
- 1.9 Proposal Evaluation:** Proposals shall be evaluated by a selection committee. Any or all proposers may be requested to provide more information or to provide an oral presentation. Selection of proposals for further consideration shall be at the sole discretion of the City.
- 1.10 Evaluation Criteria:** Proposals will be judged on the following criteria, at a minimum:
- a) The desire of the City to have its Municipal Golf Course maintained and operated in a top-quality manner.
 - b) The base rent payment to the City outlined in the Proposal Form.
 - c) Experience in operating a golf course with respect to the following factors:
 - 1. Grounds maintenance - the technical expertise to manage turf effectively, especially on golf course greens and fairways, is essential.
 - 2. Public relations and marketing - as a public facility, the City is committed to maintaining excellent relationships with its patrons and the general public. Operator must be able to provide superior services and effective promotions to satisfy the public and increase revenues.
 - 3. References of successful experience in golf course management and operations of a similar scope.
 - d) Proposers must demonstrate the financial capability to operate and maintain the course properly and make needed improvements. The availability of operational capital will be an important factor in determining financial capability.
 - e) Extent and caliber of proposed improvements to be made by the Proposer and outlined in the Proposer's Operational Concepts and Plans.
 - f) Proposers current reputation and history of performance.
 - g) Experience and qualifications of proposed personnel.
- 1.11 Lawsuits, Bribery:** Prospective proposers shall disclose any record of previous or pending lawsuits, criminal violations and/or convictions, etc., and shall disclose any potential or actual conflicts of interest with the City of Dublin or any elected or appointed member of the City of Dublin. No proposer shall have any conflict of interest with the City of Dublin.

- 1.12 Proposer Questions and Inquiries:** Proposers having questions and inquiries regarding preparation of proposals should direct them to:

Kris Harden
Purchasing Department
(478) 277-5047
hardenk@dublinga.org

The City is not bound by any information provided unless reduced to writing and distributed in the form of a written addendum.

- 1.13** The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the City of Dublin is under no obligation to solicit such information if it is not included with the offeror's proposal. Failure of the offeror to submit such information may cause an adverse impact on the evaluation of the offeror's proposal.
- 1.14** Proposals will not be accepted from any firm, person or party, parent or subsidiary for which the City has an outstanding claim against, or a financial dispute relating to contract performance with the City.
- 1.15 Performance Bond:** The successful proposer will be required to provide a 100% performance bond or other security acceptable to the City Attorney equal to the amount of the minimum annual rental and capital improvement budget which will remain in force for the life of the management agreement. The bond must be issued from a company licensed to do business in the State of Georgia. The bond must be submitted within ten (10) calendar days after award of contract.

SECTION II

CONTRACTUAL PROVISIONS

- 2.1 Assignment:** The successful offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of the City of Dublin.
- 2.2 Subcontracts:** Any subcontracts for provision of services and/or equipment shall ensure that the City of Dublin is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to those matters described in the contract between the City of Dublin and contractor. The contractor shall expressly understand and agree that he shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a sub-contractor to provide any of the equipment or services in the contract shall in no way relieve the contractor of the responsibility for providing the services as described and set forth herein.
- 2.3 Bankruptcy:** Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the City of Dublin. Upon learning of the actions herein identified, the City of Dublin reserves the right at its sole discretion to either cancel the contract or re-affirm the contract.
- 2.4 Default:** If the Operator abandons or vacates the premises prior to the expiration of the term hereof, or if the Operator fails to make the rent payments as set forth herein and said payment is not made within 15 days after written notice is given to the Operator, or if the Operator fails to perform in accordance with any of the other terms and conditions contained herein, and such default is not cured within thirty (30) days after written notice is given to the Operator, then the City, at the City's option and without further notice or demand to the Operator, may enter into possession of the premises and all improvements thereon and remove all persons there from and may either take possession of all furniture, equipment, and other personal property of the Operator found on the premises or remove such property or any part of it and store it at the Operators expense. The City may then terminate this Agreement and may begin procedures to collect under the required Performance Bond.
- 2.5 Venue:** This agreement will be governed and construed according to the laws of the State of Georgia. This agreement is performable in Lauren County, Georgia.
- 2.6 Indemnification:** Successful offeror shall defend, indemnify and save harmless the City of Dublin and all its officers, agents employees from all suits, actions or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act

or fault of the successful offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful offeror shall pay any judgment with cost which may be obtained against the City of Dublin growing out of such injury or damages. The contractor shall be responsible for any and all injury or damage as a result of any service rendered under the terms and conditions of the contract. In addition to the liability imposed upon the contractor on the account of personal injury, bodily injury (including death) or property damage suffered as a result of the contractor's performance under the contract, the contractor assumes the obligation to save the City of Dublin, including its agencies, employees, and assigns, harmless and to indemnify the City of Dublin, including its agencies, employees, and assigns, from every expense, liability or payment arising out of such negligent act. The contractor also agrees to hold the City, including its agencies, employees, and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

- 2.7 Insurance Requirements:** The Operator shall be responsible for his work and the work of his agents and every part thereof, and for all materials, tools, appliances and property of every description used in connection therewith. He shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property wherever located, resulting from any action or operation under the contract or in connection with the work, and the work of his servants and agents.

The Operator shall, during the continuance of the work under this contract, including extra work in connection therewith:

- A) Maintain Worker's Compensation and Employer's Liability Insurance to meet the statutory requirements of the State of Georgia, to protect themselves from any liability or damage for injury (including death) to any of their employees, including any liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted.
- B) Maintain Comprehensive General Liability Insurance, at Operator's sole expense, in the amount of \$1,000,000.00 combined single limit for bodily injury and property damage.
- C) Maintain Automobile Liability Insurance including Property Damage covering all used or operated automobiles and equipment used in connection with the work.
- D) Maintain a standard form policy of fire and extended coverage insurance on the premises, including clubhouse, related buildings and furnishings, an all personal property and equipment.
- (E) Standard dram shop/liquor liability insurance policy in the amount of \$1,000,000.00 per incident.
- (F) All insurance policies shall be issued by companies authorized to do business under the laws of the State of Georgia.

- 2.8 Cancellation of Insurance:** No change or cancellation in insurance shall be made without thirty (30) days written notice to the City of Dublin. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any

awardee fail to provide acceptable evidence of current insurance within five (5) days of receipt of written notice at any time during the contract term, the City shall have the right to consider the contract breached and justifying the termination thereof.

- 2.9 Protection:** Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Operator during the term of contract, and the Operator shall be held responsible for any damage to the property occurring by reason of his operation on the property.
- 2.10 Changes in Contract Scope:** It may be necessary from time to time to make changes in the contract provisions. Any change in the contract including the Scope of Work described herein, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the City of Dublin. Any such amendment shall specify an effective date, entitled as an "Amendment", and signed by the parties identified in the preceding sentence. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the contract.
- 2.11 Coordination with the City:** The contractor shall fully coordinate its activities in the performance of the contract with those of the City. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the City throughout the effective period of the contract.
- 2.12** All material developed or acquired by the contractor as a result of work under the contract shall become the property of the City of Dublin. No material or reports prepared by the contractor shall be released to the public without the prior written consent of the City.
- 2.13 Conflict of Interest:** No official or employee of the City of Dublin who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed contract.

The contractor covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The contractor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

- 2.14 Independent Contractor:** The contractor represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City of Dublin. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.,

and agrees to indemnify, save, and hold the City of Dublin, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The contractor shall further understand that the City of Dublin cannot save and hold harmless and or indemnify the contractor and/or the contractor's employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees performed in connection with the contract.

- 2.15 Contract:** The contract between the City of Dublin and the contractor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto, and (2) the proposal submitted by the contractor in response to the (RFP), and (3) the final agreement signed by both parties and any amendments thereto. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth in the agreement and any addenda shall govern.
- 2.16** No provision in this document or in the contractor's proposal shall be construed, expressly or impliedly, as a waiver by the City of Dublin of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract.
- 2.17 Term of Contract:** This Contract shall not bind, nor purport to bind, the City of Dublin for any contractual commitment in excess of the original contract period. The initial term of the contract shall be for eight years. In accordance with Georgia law, if the term of this Contract is longer than one year, the Parties agree that this Contract, as required by O.C.G.A. 36-60-13, shall terminate absolutely and without further obligation on the part of the City on December 31, each calendar year of the Term, and further, that this Contract shall automatically renew on January 1 of each subsequent calendar year absent the City's provision of written notice of non-renewal to Proposer at least thirty (30) calendar days prior to the end of the then current calendar year. Upon mutual agreement of the Parties, this Contract may be extended for two (2) additional four (4) year periods provided the operator is in full compliance with the management agreement and further provided that such extension is also subject to the provisions required by O.C.G.A. 36-60-13 as provided above.
- 2.18 Termination:** The City of Dublin may cancel the contract at any time for breach of contractual obligations by providing the contractor with a written notice of such cancellation. Should the City of Dublin exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor.
- 2.19 Licenses, Permits and Taxes:** The Operator shall comply with all rules, regulations, laws and permitting requirements of the City of Dublin, Laurens County, the State of Georgia, or the U.S. Government now in force or hereafter to be adopted.

The Operator shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation of the golf courses. He shall also be solely responsible for payment of any and all taxes levied on his operation including sales and use tax, real estate and personal property tax.

2.20 Contract Monitoring: The management and operation of the golf course will be subject to an annual review before the City Council. Such review is to occur within 90 days of end of the Agreement year to include audited financial statements, maintenance performance, course usage and activities, capital improvements, facilities maintenance, and future programs.

2.21 Applicable Laws: In connection with the furnishing of supplies of performance of work under the contract, the contractor agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable.

2.22 Non-discrimination: There shall be no discrimination as to race, sex, color, creed or national origin in the operations referred to by this Agreement; and further, there shall be no discrimination regarding any use, service, maintenance or operation of the premises. All facilities located on the premises shall be available to the public, subject to the right of the Operator to establish and enforce rules and regulations to provide for the safety, orderly operation, and security of the facilities.

2.23 Reports: Monthly reports of activities shall be submitted to the City Manager by the 15th of each month. Reports can be in the form developed by the Operator and approved by the City Manager. Reports to be submitted include but are not limited to the following:

- 1) Income Statement
- 2) Balance Sheet
- 3) Sales Tax Report
- 4) Staff Vacancies
- 5) Maintenance Conditions Report

Within 90 days after each fiscal year an annual report of the golf course activities, revenues, improvements and conditions must be prepared by the Operator for review by the City Council and will include but are not limited to the following:

- 1) Income Statement
- 2) Balance Sheet
- 3) Capital Improvement Status
- 4) Equipment Inventory
- 5) Organizational Chart
- 6) Rounds of Golf Report 1) Revenue Report

Said statement shall be certified as true, accurate and complete by the Operator, by and through a duly authorized independent Certified Public Accountant.

2.24 Records, Accounts and Audits: The Operator shall keep on the Premises, or such other place within Laurens County, Georgia approved by the City, true, accurate and complete records and accounts of all sales, rentals and business being transacted upon or from the Premises and shall give the City access during reasonable business hours and upon three

(3) business days' notice to examine and audit such records and accounts. Such records shall be maintained as an independent certified public accountant would need to examine in order to certify a statement of Operator's gross receipts pursuant to generally accepted auditing standards. The City's Auditor or his designee shall have the right, during regular business hours and upon three (3) business days' notice and upon the city's written request to the Operator, to audit, inspect, examine and copy the Operator's fiscal and financial records, books, ledgers, statements, reports, tax returns and documents relating to this agreement and the Operator's revenues there under throughout the term of this agreement and for three (3) years following its expiration or cancellation. The Operator agrees to have such audit(s) conducted annually at such locations within Laurens County, Georgia as are mutually convenient to the parties.

2.25 Existing Contracts: Operator acknowledges that the City and/or current operator have entered into certain tournament contracts for tournaments to take place after the commencement date of the term of this Agreement. Operator shall assume, observe and agree to be bound by the provision of those tournament contracts.

2.26 Closing of Facilities: If closure of the facilities is due to fire damage, flood, civil disorder, acts of God, etc., to some, but not all, of the facilities, the City will allow prorated adjustment of monthly payments up to the time the damage is repaired.

Payment shall be continuous and uninterrupted and any adjustment shall be made by a credit applied to the monthly payment.

SECTION III

OPERATIONAL CONSIDERATIONS

- 3.1 Intent:** It is the intent of these specifications to grant to the Proposer the right to manage, operate and maintain the Riverview Golf Course in the City of Dublin. The golf course is located at 100 Riverview Park Drive, Dublin, Georgia. The golf course is currently under the management of the City of Dublin.
- 3.2 Beginning of Operations:** The successful proposer must assume all operations within ninety (90) days of award unless otherwise agreed upon.
- 3.3 Description of Facilities:** The Riverview Golf Course is an 18-hole golf course with clubhouse, shop, and auditorium. Currently, the historic Emory Thomas Auditorium is rented to the public when available. We are pursuing listing on the National Historic Register as the first African-American 4-H camp in Georgia. It is very important to the City for this facility to be operated in a way that respects its heritage and historical significance. Included in the packet are the current rental rates. The facility will need to be available to the public, and will be available for use by the lessee of the course. The City will continue to maintain and upgrade this facility. Our preference is for the city to operate it, and the lessee reserve and rent it as needed, at a 20% discount to the public. Please provide a plan on how you think this would work, and what you would prefer.
- 3.4 Hours of Operation:** During the term of the Agreement, the facilities shall be open and properly staffed seven (7) days per week, with appropriate hours to serve golf patrons and the general public. Operation hours shall be submitted for approval.
- 3.5 Professional Shop Operations:** The Operator shall display and maintain a professional shop inventory comparable to other 18-hole golf courses of golfing equipment and apparel which shall be offered for sale to the public and, in particular, to patrons of the golf courses at prices reasonable and comparable to prices being paid for equipment, supplies and apparel in other golf courses in this locality.

The Operator agrees to refrain from the sale or rental of any item identified as prohibited by the City and to sell or rent only those categories of merchandise and equipment recommended by the City. The Operator agrees to maintain an adequate supply of any merchandise which is deemed necessary to accommodate golf patrons. The Operator will ensure that all merchandise and services offered to the public are of acceptable quality and are safe and clean.

- 3.5.1 Revenue from Professional Shop:** Revenue from current professional shop operations is shown in Exhibit A.
- 3.6 Food and Beverage Operations:** The City currently has existing contracts with vendors for machine services. This service must be available to the public at all times. The offeror may submit in their capital improvements plan to expand food and beverage

operations if so desired.

3.6.1 Revenue from Food Operations: Revenue from current food operations is shown in Exhibit A.

3.7 Green Fees and Related Charges: All prices charged including, but not limited to, green fees, driving range fees, merchandise, cart rentals and food and beverage sales will be posted on the premises at those locations where such fees are normally paid.

3.7.1 Proposed Fees: Proposal should state the proposed green fees, cart fees, and all other charges for the 8-year period. A rate schedule for non-residents may be included.

All fees and charges shall be comparable with those charged by comparable public golf courses in Georgia.

3.8 Inspections/Review Procedures: For the purpose of inspection, the City reserves the right to enter upon any part of the premises at any time during the period that part of the golf course is open.

Scheduled inspections will be conducted by authorized City personnel.

3.9 Utilities: Operator shall pay before delinquency all charges for utilities, including electricity, gas, heating, cooling, refuse, water/sewer, cable TV and telephone.

3.10 Other City Policies:

1. The City does permit beer to be sold at the golf course. Possession of alcohol, but not the sale thereof by the drink, shall be allowed at the Emory Thomas Auditorium, but only at events sponsored by non-profit groups recognized as such under 26 USC 501(c). Dublin City Council will consider changes per the lessee's request. Please include such in your proposal.
2. The City does not permit players to bring beer to the course with them for consumption during play.
3. The City permits players electing to do so to use pull carts or carry their clubs while playing the course. Golf carts are not mandated at any time.
4. The City has annual green fees for regular players and for seniors and juniors. These are lower than the annual amounts that would be paid by regular green fees.

See Exhibit B. Rounds of Golf are listed in Exhibit C.

3.11 Maintenance and Repairs: The Operator will maintain the below ground level water and sewer lines to the point of services as provided by the utility during the term of this agreement.

The Operator shall, to the satisfaction of the City, provide normal and routine daily maintenance of the courses and facilities, designed to keep the premises and equipment in a good state of repair, free from hazardous conditions and deterioration, thus providing

for the comfort and safety of visitors and patrons. The standard to be used shall be consistent with a first-class tourist attraction and Municipal Golf Course operation.

- 3.12 Trash, Rubbish and Garbage Removal:** The Operator shall provide, at his expense, all garbage, trash and rubbish receptacles within the confines of his area, and shall provide a sufficient number of these receptacles for his own use and for the use of the public. Dumping of receptacles and removal of trash, rubbish and garbage shall be the responsibility of the Operator. The City will provide dumpster service for the receptacles which will be included in the monthly utility bill.
- 3.13 Equipment:** The Operator must provide, install and maintain at its own cost and expense, all equipment required to operate the golf course not included in the City inventory, including the City equipment made available to him upon execution of the Agreement. The Operator shall maintain all equipment, furnishings and fixtures during the term of this Agreement at its sole cost and expense. Upon the expiration of the Agreement, the Operator shall deliver equipment to the City similar in kind, value and condition to that described in Exhibit D. An annual inventory of all equipment/fixtures must be submitted to the City.
- 3.13.1 City Owned Equipment Included in this Agreement:** A list of City owned golf course equipment and golf carts is included in the RFP as Exhibit D. The proposer may make arrangements to inspect the equipment by contacting Kris Harden at (478) 277-5047 or hardenk@dublinga.org. The current operator will be required to return City-owned equipment in like condition as that which was provided in the initial year of the contract. Therefore, the successful proposer will receive like equipment or equivalent value.
- 3.13.2 Furniture, Fixtures and Equipment:** The Operator will be required to repair and maintain, at his own cost and expense, all equipment and furnishings according to reasonable standards acceptable to the City of Dublin. Further, the Operator will furnish, at his own cost and expense, all expendable equipment necessary to the successful operation of the course and shall replace at his own expense any equipment provided under the Management Agreement, which has been destroyed or damaged, with like equipment. Upon expiration of the Management Agreement, the Operator shall redeliver said furniture, fixtures and equipment to the City in like condition. Operator will submit to City an annual inventory of F/F/E.
- 3.13.3 Other equipment:** The successful bidder will be required to provide, at his own expense, such equipment as may be necessary to provide services consistent with the policies established by the City. Any additional equipment and facilities deemed necessary by the Operator for the conduct of his operation shall be provided by him at his own expense and shall be subject to approval by the City.
- 3.14 Facilities:** Operator acknowledges it is receiving management control of the premises and personal property in good order and sanitary condition. Operator assumes sole responsibility for maintenance and repair of all buildings and other improvements on the premises and the Operator will maintain the premises in good order and in sanitary and safe condition.
- 3.15 Golf Cart Rentals:** The following shall apply to golf cart rentals:

- 3.15.1 Service Time:** The services shall be offered to the public at all times that a reasonable demand for such services exist.
- 3.15.2 Areas of Service:** A list of charges to be made for all rental service by the Operator shall be prominently displayed. Personnel must be available to rent carts during the same time period the course is considered to be in operation. Rental fees for 2019-2020 are shown in Exhibit B.
- 3.15.3 Cart Usage Regulations:** Carts will not be permitted to operate on the golf course at such times the Operator decides that the golf traffic might be injurious to the playing surfaces.
- 3.15.4** Carts shall not be permitted on tees, greens, mounds, or other posted areas. Notice to this effect must be posted in all carts; this is the responsibility of the Operator. Carts will not be used outside the premises of the golf course.
- 3.15.5 Cart Storage:** Storage of carts shall be accommodated in the designated inside cart areas.
- 3.15.6 Golf Cart Maintenance:** The carts shall, at all times, be maintained in top operating condition and appearance. Each golf cart shall undergo a major overhaul, yearly, which may include painting, reworking upholstery and replacement of those parts necessary to ensure proper operation as needed, including batteries if electric carts are used.
- 3.16 Capital Improvements:** During the term of this Agreement, the Operator will finance and construct capital improvements as provided for and agreed upon as part of the management agreement. In planning and making capital improvements, the operator will seek to attain standards comparable to those achieved at other public municipal golf courses.
- 3.16.1 Ownership of Capital Improvements:** All capital improvements, alterations or additions shall be made at the Operator's sole expense and shall become the property of the City upon termination of his Agreement. The Operator will provide the City with as-built plans for any structural capital improvements or for any underground irrigation system that may be installed.
- 3.16.2 Liens:** The Operator shall not have the right to create or permit the creation of any lien attaching to interest in the premises as a result of any construction of capital improvements, alterations or additions.
- 3.16.3 Course Closure:** In implementing the capital improvements program, the Operator will make every effort to avoid closing portions of the golf course. Closure of the course for the purpose of performing capital improvements or for any other purpose will require the City's advance written approval, except in those instances when unanticipated emergency improvements must be made immediately in order to protect life or property or if such closure should result from acts of force majeure. *On rare occasions, the river will rise to a stage that will require holes #10 and #11 to be closed.
- 3.16.4 Capital Improvements Plan:** The City expects the proposer to make capital improvements to improve course conditions, safety, speed of play and aesthetics during

the contract period. All capital improvement designs shall be subject to prior approval by the City and shall be subject to City standards and specifications. Proposer is to provide a capital improvement plan for the course. For evaluation purposes ensure that the proposal addresses the following items in detail:

- a) Contractor and City involvement in capital projects concerning funding and project decisions.
- b) Amount or percent of revenue to be used for capital improvements and method of handling capital funds
- c) Definition of capital improvements including minimum dollar figure and life expectancy for improvements.
- d) Method of constructing capital improvements.

3.17 Services and Marketing: The proposer shall provide a detailed overview of the service operation and promotions contractor proposes to furnish as the contractor. Specifically, the proposer must address:

- a) How to market the facility.
- b) How to gain support of citizen groups, clubs, and organizations involved in the use of this golf facility.
- c) Describe new ideas contractor will use to improve gross revenues.

SECTION IV

GOLF COURSE MAINTENANCE

4.1 Greens, Practice Putting Greens and Nurseries

- 4.1.1 **Mowing:** Daily except during cold periods then four to six times per week. Mowing height 3/16" to 5/16".
- 4.1.2 **Cup Locations:** Change cup locations on all greens and practice putting greens at least twice weekly during the active season and at least once in the off-season. Cup location will be moved at least twenty feet from previous placement.
- 4.1.3 **Repair:** Repair ball marks, divots, or any other damaged turf on all greens and practice greens at least three times per week.
- 4.1.4 **Aerification:** Aerify all greens, practice putting greens and nurseries three times per year during the growing season.
- 4.1.5 **Topdressing:** Topdress all greens, practice greens and nurseries after aerification and additionally as needed to maintain a smooth putting surface. Topdressing material will be sand or a mix similar to that used to construct the greens.
- 4.1.6 **Overseeding:** Greens are to be overseeded during the cooler months. Greens are to be verticut regularly during the growing season.
- 4.1.7 **Fertilizing:** Greens are to be fertilized two to three times per month with one application of complete fertilizer, one application of slow release nitrogen source and one application of quick release nitrogen source, or a combination of these materials with a total nitrogen of 2 ½ to 3 lbs. nitrogen per month, per 1000 square feet.
- 4.1.8 **Soil samples:** Taken on a biannual basis on all greens, tees and fairways. Greens are treated with appropriate turf protectants, i.e., fungicides, insecticides and herbicides.
- 4.1.9 **Weed Control:** All greens, practice greens and nurseries shall be maintained free of foreign grasses and weeds.
- 4.1.10 **Insecticide** - All greens, practice greens and nurseries shall be treated on a preventative and/or curative basis as necessary.

4.2 Tees - All Areas Used for Tees Surface:

- 4.2.1 **Mowing:** All tees shall be mowed at a height of ½".
- 4.2.2 **Set-up:** Tee markers and all tee equipment shall be moved daily for proper teeing and wearing of turf. Ball washers are serviced weekly.
- 4.2.3 **Weed Control:** Tees shall be kept free to an extent of at least 90% of the area by the proper application of herbicides.

- 4.2.4 Aerification:** All tees shall be aerified three times per year.
- 4.2.5 Fertilization:** All tees shall be fertilized four times per year using a 4-1-2 ratio and two times a year with nitrogen source. All fertilizer is applied at 1 lb. nitrogen per 1000 square feet per application.
- 4.3 Fairways - All Areas of Play Except Greens, Tees and Natural Growth Areas:**
- 4.3.1 Mowing:** All fairways shall be maintained at a height of ½" to ¾" during the growing season.
- 4.3.2 Aerification:** All fairways shall be aerified a minimum of three times per year.
- 4.3.3 Fertilization:** All fairways shall be fertilized a minimum of two times a year with each application being a 4-1-2 ratio applied at one lb. nitrogen per 1000 square feet.
- 4.3.4 Overseeding:** All fairways are to be overseeded during the cooler months.
- 4.3.5 Weed Control:** Fairways shall be kept weed free to an extent of at least 90% of the area by the proper application of herbicides.
- 4.4 Planters - All Areas Planted with Ornamental Plants, Not Intended for Golf Play and Having a Definable Border:**
- 4.4.1 Clean-Up:** All planters shall be maintained free of trash and debris such as paper, drinking cans, bottles, fallen limbs and leaves.
- 4.4.2 Weed Control:** All planters shall be maintained free of weeds or grass whether by mechanical or chemical means.
- 4.4.3 Trimming:** The plant material (trees, shrubbery and ground covering) in planters shall be trimmed for protection from wind, insect damage, and for appearance.
- 4.5 Trees - All Trees Within the Property Lines of the Golf Course:**
- 4.5.1 Stake:** All trees shall be staked as necessary to protect and establish sufficient size to stand unassisted.
- 4.5.2 Pruning:** All trees shall be pruned for protection from wind and pests as well as for appearance.
- 4.5.3 Irrigation:** All trees shall be watered as necessary to provide adequate moisture for proper growth.
- 4.5.4 Mowing:** Large area mowers shall not be used within one foot of the trunk.
- 4.5.5 Removal and Replacement:** All damaged trees, for whatever cause, shall be removed and replaced within thirty days.
- 4.6 Swale Areas:** The Operator shall be responsible for weekly mowing of the swale areas

to the curb or travel way.

- 4.7 Irrigation - All Equipment Required to Irrigate All Areas of the Golf Course:** Repair or replace all heads, valve controllers, wiring, and pipe as needed to maintain the proper operation of the entire golf course irrigation system (including greens, tees, fairways, planters, flower beds, etc.) on an on-going basis.

The golf course shall be irrigated as necessary to support proper growth of the golf turf.

- 4.8 Fences - All Fence Block or Chain Link, on or Within the Boundaries of the Golf Course:** Repair all broken or damaged fencing on a monthly basis. Repair or replace all fences, gates and locking devices needed for the protection of the golf course or equipment immediately.

- 4.9 Special Conditions:** The proposer should note that the golf course was constructed along the bank of the Oconee River and is at rare times affected during times of flooding

SECTION V

PROPOSAL FORM

5.0 Proposer hereby offers to enter into an agreement with the City of Dublin, Georgia for the management, operation, and maintenance of Municipal Golf Course in the City of Dublin per the requirements of this request for proposals. Proposer agrees to all terms and conditions except as noted. Proposers shall submit the following information at a minimum:

5.1 Proposer's Operational Concepts and Plans: The proposer must state fully its proposed operational concepts, financial commitments and plans in regard to the following:

- A. Overall statement of operational plans for the golf course

- B. Detailed concept and plans for:
 - 1. Concourse Maintenance and Improvement.
 - 2. Capital Improvement Program.
 - 3. Golf Cart Rental Program.
 - 4. Food and Beverage Service.
 - 5. Pro Shop Operation.
 - 6. Golf Professional and Instructions.
 - 7. Junior Golf Program.
 - 8. Tournaments and Special Events.
 - 9. Driving Range.
 - 10. Any other new programs.

The proposer hereby acknowledges that these attachments and statements are an integral part of the Proposal and as such are truthful and complete. Furthermore, proposer affirms its liability to the City of Dublin in carrying out its proposed operational concepts, financial commitments and plans, should it be the successful proposer.

5.2 Fee Proposal Instructions: Each proposer must submit the Proposal Form included in this Request for Proposal as requested. Each proposal must specify annual base rental which the proposer will pay. Alternative fee arrangements may be considered but should only be submitted in addition to the requested base rental.

The proposer agrees to pay to the City of Dublin annual rent as follows:

Minimum Annual Rent

- Year 1 \$ _____
- Year 2 \$ _____
- Year 3 \$ _____
- Year 4 \$ _____
- Year 5 \$ _____

Year 6 \$ _____

Year 7 \$ _____

Year 8 \$ _____

It is the intent of the City that it is to receive the rental amount as net, free and clear of all costs and charges arising from or relating to said premises, and that one-twelfth (1/12) of the minimum annual guarantee of rent will be paid monthly.

The undersigned proposes the following dollar amounts of Capital Improvements:

Years 1 & 2 \$ _____

Year 3 \$ _____

Year 4 \$ _____

Year 5 \$ _____

Year 6 \$ _____

Year 7 \$ _____

Year 8 \$ _____

Included with this package is a surety bond in the amount of \$10,000.00 which will guarantee the proposer shall enter into the contract and shall provide the surety required for performance under the agreement.

SUBMITTED BY:

FIRM: _____ **DATE:** _____

BY: _____
SIGNATURE

NAME (PRINT): _____

ADDRESS: _____

CITY/STATE: _____ **ZIP** _____

TELEPHONE: (_____) _____
AREA CODE

FAX: (_____) _____
AREA CODE

EMAIL: _____



NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF _____

COUNTY OF _____

_____ Owner,
Partner or Officer of Firm

_____ Company
Name, Address, City and State

being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized to submit the attached proposal. Affiant further states as bidder, that they have not been a party to any collusion among proposers in restraint of competition by agreement to propose at a fixed price or to refrain from submitted proposals. Affiant also states that they have not been a party to any collusion with any officer of the City of Dublin or any of their employees as to quantity, quality or price in the prospective contract; and that discussions have not taken place between proposers and any office of the City of Dublin or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed proposal for:

_____ Firm Name

_____ Signature

_____ Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public



City of Dublin, Georgia

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dublin has registered with and is participating in a Federal Work Authorization Program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA) P.L. 99-603), in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract the City of Dublin, contractor will secure from such contractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dublin at the time the subcontractor(s) is retained to provide the service.

Business Name

EEV/ Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent

Date

Title of Authorized Office or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____ 20 ____

Notary Public: _____

My Commission Expires: _____

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Rule Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in Conjunction with the Social Security Administration (SSA)



City of Dublin, Georgia

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dublin has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA) P.L. 99-603), in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91

Business Name

EEV/ Basic Pilot Program* User Identification Number

Date _____

BY: Authorized Officer or Agent
(Subcontractor Name)

Title of Authorized Office or Agent of Subcontractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____ 20_____

Notary Public: _____

My Commission Expires: _____

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Rule Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in Conjunction with the Social Security Administration (SSA)

EXHIBIT A**5 YEAR REVENUE HISTORY**

REVENUE CATEGORY	2015	2016	2017	2018	2019
Green Fees	\$63,000	\$72,590	\$91,201	\$85,009	\$72,059
Membership Fees	\$13,960	\$10,667	\$22,102	\$27,040	\$23,571
Range	\$11,249	\$12,040	\$12,522	\$12,054	\$11,235
Cart Fees	\$79,559	\$90,512	\$116,595	\$114,490	\$101,857
Concessions	\$7,237	\$7,522	\$10,487	\$10,690	\$9,695
Pro Shop	\$10,999	\$15,421	\$14,379	\$15,637	\$11,982
Miscellaneous	\$569	\$3,411	\$4,463	\$1,155	\$5,278
Used Balls	\$1,066	\$0	\$0	\$247	\$821
Total	\$187,639	\$212,163	\$271,749	\$266,322	\$236,498

EXHIBIT B

2019-2020 Fees

Green Fees:

18 Holes Weekday (play all day)	\$26.00
18 Holes Weekend	\$29.00
9 Holes Weekday	\$14.50
9 Holes Weekend	\$15.50
Senior (60+) 18 Holes Weekday	\$21.00
18 Holes Walking	\$13.00
9 Holes Walking	\$7.00

Cart Fees:

18 Holes Weekday	*\$11.00
18 Holes Weekend	*\$12.85
9 Holes Weekday	*\$7.50
9 Holes Weekend	*\$8.50

* Per person

Annual Green Fees:

Regular Membership	\$500.00
Senior Membership	\$400.00
Junior (12-18) Membership	\$150.00

Emory Thomas Auditorium Rental: \$425.00

All fees include Sales Tax.

**EXHIBIT C
ROUNDS OF GOLF**

	2015	2016	2017	2018	2019
Total Rounds, all categories	-	12,317	14,174	12,947	11,938

EXHIBIT D PROPERTY INVENTORY

CLUBHOUSE:

EQUIPMENT	BRAND	QUANTITY
Tables		2
Wood Top Table		2
Computer	Dell	1
Metal Chairs		3
Printer	Brother	1
TV	Vizio	1
Vacuum Cleaner	Hoover	1
Glass Display Cases		2

CONCESSIONS:

EQUIPMENT	BRAND	QUANTITY
Freezers		2
Refrigerator	General Electric	1
Microwave	Amana	1
Snack Machine		1
Drink Coolers on Course		2
Drink Cooler inside		1

OFFICE:

EQUIPMENT	BRAND	QUANTITY
2 Drawer File Cabinet		2
3 Drawer File Cabinet		1
4 Drawer File Cabinet		2
Executive Chairs		1
Desk		3
Computer Desk		1
3 Tier Book Case		1
2 Door Safe	Star	1

MAINTENANCE:

EQUIPMENT	BRAND	QUANTITY
Greensmaster 3250D	Toro	4
Aerator	Toro 3000 Hydrojet	1
Fairway Mower	Toro 4000D	2
Surrounds, 1 st Cut Rough	Toro 3100 Sidewinder	2
Leaf/Debris Blower	Buffalo Turbine Blower	1
Utility w/Dakota Spreader	Workman 3200	1
Tee Box & Throat Mower	Jacobsen G Plex III	2
Bunker Rake	Jacobsen Scorpion	1
Bunker Rake	John Deere 1200	1
Surrounds Mower	Toro 3100D Sidewinder	1
Sprayer	Toro Workman 3200	1
Sprayer	Cushman Turf-Truckster	1
Topdresser	Cushman Turf-Truckster	1
Utility	Cushman Turf-Truckster	1
Driving Range Cart	Club Car Carryall 1 (inop)	1

60" Rotary Mower	Exmark Zero Turn (inop)	1
72" Rotary Mower	Exmark Zero Turn (inop)	2
60" Rotary Mower	Bad Boy Zero Turn	2
60" Rotary Mower	Bobcat Zero Turn	1
Trencher	Case 60	1
Sod Cutter	Turfco	1
Giant Push Blower/Vac	SCAG	1
690 Reel Grinder	Foley AccuMaster	1
630 Bedknife Grinder	Foley AccuPro	1
Aerator	Ryan GA-30	2
Edger		3
Air Compressor		1
Reelmaster Transport Frames with 7 reels	Jacobsen (inoperable)	1
Tractor	John Deere	3
Spreader	Vicon	1
Fairway Aerifier Pull Behind		1
Grease Pump		1
12 Ton Hydraulic Lift		1
Acetylene and Oxygen Gauges, hoses, and torch		1
Arc Welder		1
Welding Helmet		1
Heavy Duty Battery Charger	(inoperable)	1
Floor Jack	1 works; 2 inoperable	3
Portable Air Tank		1
Verticut Reels	Toro	6
2" Trash/Water Pump		1
Hand Leaf Blower		2
Chain Saw		1
Dyna Clean Parts Washer	ZEP	1

Fire Extinguishers		2
Irrigation Timeclocks	Toro	4
Bench Vice		2
Lapping Machine		2
Walk Spreaders		2
Drop Spreader		1
Super Striper		1
Walk Behind Blower		1
Blower, for 3-pt. hitch tractor	Jacobsen	1
Pump-up Sprayers		4
Core Harvester	Cushman	1
Ladders		2
Shop Jack		1
Metal Cutting Bandsaw		1
60,000# Shop Press		1
Shop Drill		1
2350 PSI Pressure Washer		1
2006 Chevrolet Silverado 2500HD 4x4 w/Service Body	Chevrolet	1

CART SHED:

EQUIPMENT	BRAND	QUANTITY
Pull Carts		2
Heater, gas		2
Tire Changer		1
Air Ratchet		3
Table Vice		2
Bench Grinder		1
Battery Tester		1

Torque Wrench		1
Tires		15
Ball Washer		1

GOLF CARTS:

EQUIPMENT	BRAND	QUANTITY
2002 Golf Carts, gas	Club Car	24
2012 Golf Carts, gas	Yamaha	10
2011 Golf Carts, gas	Yamaha	6
2008 Golf Carts, gas	Yamaha Emerald	28

Riverview Golf Course



Maintenance Shop



Clubhouse



Auditorium



Pro Shop in Clubhouse



Cart Shed



Cart Shed



Maintenance Shop & Equipment



Maintenance Shop

