

Request for Proposal

To Lease, Operate, Manage and Maintain the Municipal Golf Course Property

Proposals from individuals and/or firms for the City of Gulfport's Municipal Golf Course Property are hereby solicited by the City of Gulfport to lease, operate, manage and maintain a golf course for profit and for public use according to the contract specifications.

The property consists of 63 acres, more or less, owned by the City of Gulfport located South of Bayou Bernard, on the East side of Davis Road and on the Northwest side of Washington Avenue, South of the Wastewater Plant, and on the West and East side of Vista Drive and drainage ditch and on the Northwest side of 55th Street, and also including the adjacent building and City Property.

One (1) original, three (3) copies and one (1) digitally converted copy of the completed proposal must be received by the Procurement Department, 2nd Floor of the Hardy Bldg, 1410 24th Avenue, Gulfport, MS 39501 at or before 5:00 PM on the 12th day of February, 2015 at which time they will be delivered to the Selection Committee. Any proposal turned in after the stated time and date will be returned unopened.

Information packages concerning the request for proposal are available at the Office of Procurement, 1410 24th Avenue, Gulfport, MS 39501 between the hours of 8:00 AM and 5:00 PM, Monday through Friday. All inquiries shall be in writing and directed to Connie Debenport, 1410 24th Avenue, Gulfport, MS 39501; cdebenport@gulfport-ms.gov.

The selection committee will review each proposal based on the grading criteria published in the RFP document and will assist the City's governing authority in evaluating the submissions and assessing the most qualified. The governing authority retains the ultimate authority in making these determinations. The committee may develop a short list from which interviews will be scheduled and evaluation will be based in part on review of ONLY the data submitted in response to the request for qualifications. Upon final selection and a determination made by the City's governing authority, negotiations may commence and a written contract may be awarded to the individual/firm whose proposal is determined by the governing authority to be the most qualified.

The Governing Authority of the City of Gulfport reserves the right to reject any and all bid proposals, and shall reject any and all bid proposals not materially responsive to this Notice of the Bid Specifications, and reserves the right to waive any and all irregularity or informality of the of the bid proposals. Other than the compensation (rent) for less than the minimum amount bid and terms for payment required by the contract specifications, the City shall have the right to negotiate additional provisions or modify specifications of the Contract draft after the highest and best bid is awarded, provided that any such modified specifications shall not be less stringent on the bidder selected as proposing the highest and best proposal so as to prejudice other bidders. Selection by the Governing Authority shall not bind the Governing Authority until a final contract is agreed upon and approved.

The Bid Proposal Form with instruction and any addenda, final Contract Specifications, Resolution of the City council, and this Notice shall all be included as a binding part of the Contract, and are pertinent to

any bid proposal, and may, together with any information packet be obtained by prospective bidders for the Office of Procurement, 2nd Floor Hardy Bldg., 1410 24th Avenue, Gulfport, MS 39501.

Proposals may be held by the City of Gulfport for a period not to exceed 60 days from the date of the receipt of the proposal.

Direct contact with any city employee, including the Governing Authority, on the subject of this proposal is strictly forbidden. Violation of this paragraph will result in disqualification of your submission.

By order of the Gulfport City Council, this the 6th day of January, 2015.

Dates of Publications: 01-13-15
01-20-15



Request for Proposals

Golf Course Management Services

City of Gulfport
Date: 01-06-2015



**Procurement Department
1410 24th Avenue
Gulfport, MS 39501**

January 6, 2015

**Request for Proposals
For
Golf Course Management Services**

I. INTRODUCTION

General Information

The City of Gulfport is soliciting proposals from qualified firms to provide Golf Course Management Services to manage an 18-hole golf course, clubhouse, driving range, and other amenities, known as Bayou Vista. The property consist of 63 acres, more or less, owned by the City of Gulfport, located South of Bayou Bernard, on the East side of Davis Road and on the Northwest side of Washington Avenue,, south of the Wastewater Plant, and on the West and East side of Vista Drive and drainage ditch, and on the Northwest side of 55th Street, and also including the adjacent building and city property.

II. SCOPE OF SERVICES

The City of Gulfport desires and expects proposals based on the ability of the Offeror to meet or exceed the requirements contained in this RFP. The intent of this RFP is to seek out and select an Offeror that has experience and knowledge in operating golf Course, is financially stable, and shows strength in customer service commitment and employee performance. The Successful Offeror will enter into a four-year Agreement for Services with the City and will have the potential to renew the Agreement for two additional four-year terms. The Successful Offeror will be one who will best be able to provide complete golf course management services at a reasonable cost and meets the requirements listed in this document.

- A. The Successful Offeror shall fully manage, operate, and maintain the golf course, driving range, golf carts, and other facilities, equipment, and ancillary services at each of the Course. The Successful Offeror shall maintain in good working condition and order the physical plant and equipment at the Course, including the golf Course and all physical structures that are part of the Course, and all vehicles and maintenance equipment necessary to the operation and maintenance of the Course in the normal course of business.
- B. The Successful Offeror shall operate the Course consistent with the requirements of the Department of Leisure Services.
- C. The Successful Offeror shall provide guest services including play on the Course – for individual tee times and group events; collecting greens fees; managing play; providing food and beverage service; providing golf carts and driving ranges. No glass bottles are permitted on the Course for any beverage.

- D. The Successful Offeror shall implement a marketing program with the goal of improving the number of paid rounds and revenue at the Course.
- E. The Successful Offeror shall possess the resources for staffing, training, and management experience to provide these services on behalf of the City. The management company or individual shall be required to procure, on the City's behalf; all goods, services, and equipment necessary for the operation of the entire facility. The Successful Offeror shall 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/pump maintenance, equipment maintenance, tree care, and food and beverage service operations.
- F. The Successful Offeror shall be primarily engaged in the operation and maintenance of golf course facilities and shall have been actively engaged in the field for a period of no less than ten (10) years totals since January 1995.
- G. The Successful Offeror shall have a proven record of having provided the services required. The City reserves the right to perform investigations as may be deemed necessary in the performance of the contract.
- H. The Successful Offeror shall not have a business affiliation with any organization such that a conflict of interest would arise in its potential role on this assignment for the City. Indicate whether the Offeror has an affiliation, directly or indirectly, with such an organization. If so, describe the nature of the relationship and indicate why there would be no conflict of interest if selected (maximum of 50 words).

III. PROPOSED FORMAT

A. Technical Proposal

Offeror Contact

Each Offeror shall identify the name, title, address, fax number, e-mail address, and telephone number for a single point of contact for information concerning its Proposal.

B. Proposal Response Format

To ensure prompt and objective evaluation of the Proposals, Offerors shall address, in writing, every section of the Technical Specifications of this RFP in the order in which it appears, for each paragraph, using a font with bold and italics to clearly delineate responses to each subsection. Include the date, section, and page number on each page. Submit the original and copies of Proposals, including all maps, drawings, prints, etc., in flat-bound binders with each section divided with an appropriately labeled index tab.

C. Proposal Submission

Technical Proposal Format

Each Offeror shall submit an original (identified as ORIGINAL) and three (3) numbered volumes (hardcopies) of the Technical Proposal that responds to the requirements of this RFP. Each copy of the Technical Proposal shall be printed on ONE SIDE of 8-1/2" x 11" paper. The completed proposal must be received by the Procurement Department, 2nd Floor of the Hardy Bldg., 1410 24th Avenue, Gulfport, MS 39501 at or before 5:00 pm local time on the 12th Day of February, 2015, as which time they will be delivered to the selection committee. Any proposal turned in after the stated time and date will be returned unopened.

Failure to include in its Proposal a response to all of the requirements of the RFP may result in the rejection of an Offeror's Proposal by the City. Proposals that merely repeat the RFP language or content shall be deemed unsatisfactory.

THERE SHALL BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT.

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Offeror in conformity with the requirements of this RFP. As such, the substance of the Technical Proposal will carry more weight than the form or manner of presentation. The Technical Proposal shall demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement.

The Technical Proposal shall address all the points outlined in the RFP (excluding any cost information which shall only be included in the Cost Proposal). The Proposal shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. While additional data may be presented, Parts 1 through 4 shall be included. It represents the criteria against which the Proposal will be evaluated.

The Offeror shall submit as part of its Technical Proposal an Operational Management Plan, setting out how they propose to operate, manage, and develop the Course.

The Technical Proposal shall be submitted in one volume divided into 4 parts as follows:

Part 1 - GENERAL INFORMATION AND FORMS

- a. Title Page showing the RFP's subject; the Offeror's name; the name, address, and telephone number of the contact person, and the date of the Proposal.
- b. Table of Contents with page numbers and a "List of Exhibits", which references the page number of each exhibit.
- c. Transmittal Letter conveying the Offeror's response to the RFP, briefly stating the Offeror's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the Offeror believes itself to be best qualified to perform the engagement, and a statement that the Proposal is a firm and irrevocable offer for 120 days from the Proposal due date. The letter is to be signed in ink by an individual authorized to legally bind the Offeror's company or organization and stating the individual's title and position. The Offeror's acknowledgment of receipt of all addenda issued to this RFP shall be clearly stated in the transmittal letter.
- d. Contact Information: Name, title, email, and address of person to be contacted for all RFP correspondence. Offeror shall include a website address, if applicable.
- e. Vendor Information Form (form attached).
- f. Notarized Affidavit (non-collusion oath with respect to bribery) (form attached) and executed by the Offeror. In the event the Offeror is not an individual, the Affidavit shall be executed by a duly authorized representative of the Offeror.

Part 2 - BACKGROUND INFORMATION

Offeror shall submit written answers to the following inquiries:

- a. How many years has your organization been in business under its present name?
- b. Under what other or former names has your organization operated?
- c. If your organization is a corporation, provide the following information: date of corporation; State of incorporation; president's name; vice president's name; secretary's name; and treasurer's name.

- d. If the organization is a partnership, provide the following information: date of organization; type of partnership; and name(s) of general partner(s).
- e. If your organization is individually owned, provide the following information: date of organization; and name of owner.
- f. Has your organization ever failed to complete any contract awarded to it?
- g. Within the past five (5) years, has any officer or principal of your organization ever served as an officer or principal of another organization when it failed to complete a contract?
- h. Are there any judgments, claims, arbitration proceedings, or lawsuits pending or outstanding against your organization or its officers?
- i. Has your organization filed any lawsuits or requested arbitration with regard to any contracts within the last five (5) years?
- j. Has any owner made a claim against you, which has resulted in arbitration or litigation with the past five (5) years?
- k. Has your organization or any of its officers or owners ever been convicted of a crime, or are they presently the target of any criminal or administrative investigation?
- l. Has your organization or any of its officers or owners ever been disqualified, suspended, or debarred from a contract with any Federal, State, or local government entity?

If the answer to any questions "vi" through "xii" is yes, please provide details.

- m. Offeror shall demonstrate its experience in promoting environmental sustainability in its operation and maintenance of Golf Course. Each Offeror shall also describe in detail its expertise in providing golf course management services for at least three (3) projects similar in size and scope to Bayou Vista, including:
- n. A description of all Golf Courses the Offeror has managed, including size, number of memberships, and location for each course; and
- o. The beginning and ending dates of each management contract or lease associated with each golf course listed above.

Part 3 - TECHNICAL PROPOSAL

In this Section, the Offeror shall describe in detail its plans and approach for fulfilling the requirements as reflected in this RFP. The RFP fully describes the minimum services to be provided by the Successful Offeror. The Offeror shall present its understanding of the requirements of the RFP and its ability to fulfill said requirements successfully. However, the Offeror should not be limited by the services described and is encouraged to expand upon, supplement, or add other service areas where the Offeror has expertise that may benefit the City. The Offeror shall demonstrate established policies and procedures that include accounting, personnel, training, food services, maintenance, and event planning to maximize golf course profits.

This Section of the Offeror's proposal shall contain at least the following information:

a. Management Overview:

The Offeror shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative shall be presented as an Operational Management Plan. The Operational Management Plan shall contain a complete description of how the Offeror intends to implement each aspect of the operation, maintenance, and service requirements set forth in the RFP. The narrative shall convince the City that the Offeror understands the objectives the RFP is

designed to meet, the nature of the services required, and the level of effort necessary to successfully carry out the RFP. The Offeror's narrative further shall be designed to convince the City that the Offeror's Operational Management Plan is viable and that the Offeror's general approach to undertaking the Operating Agreement and fulfilling the City's goals is in accordance with the tasks and subtasks involved.

Mere reiteration of the requirements set forth in the RFP is strongly discouraged, in that such a narrative would not provide insight into the Offeror's ability to successfully perform under the RFP. In sum, the Offeror's response to this Section of the RFP shall be designed to convince the City that the Offeror's detailed plans and proposed approach to performing the requirements under the Operating Agreement are realistic, attainable, and appropriate and the Offeror's proposal will lead to successful performance.

b. Agreement Management

The Offeror shall describe its specific plans to manage, control, and supervise the contract resulting from this RFP to ensure satisfactory performance according to the Offeror's proposed schedule. The Operational Management Plan shall include the Offeror's approach to communication with the City, including but not limited to status meetings and status reports.

c. Specific Plan Content

The Offeror's Operational Management Plan shall identify and fully detail the following: potential number of employees; required qualifications for all specific positions; proposed hours of operation and months of operation; a suggested fee schedule for all services, memberships, and course usage; equipment and maintenance schedules; plans for a pro shop; plans for food and beverage concession; and proposed plans for improvements.

With respect to a fee schedule, the Successful Offeror in its Operational Management Plan shall establish all applicable fees, which will be subject to the City's review and ultimate approval. Fees shall be comparable to those charged by other public golf Course in the area.

With respect to the shop, the Offeror shall explain in detail its plans for operating such a facility, including proposed hours of operation and the types of merchandise (if applicable) that will be sold. The Successful Offeror shall be responsible for supplying the necessary inventory. The Successful Offeror's right and responsibilities include:

1. Shop sale and rental of golf equipment and supplies;
2. Operations of the driving range including all related supplies and equipment;
3. Rental of carts;
4. Provisions for lessons and instructions;
5. Tournament coordination;
6. Collection of green fees for play as approved by the City;
7. Possession of a PGA Golf Professional Certification;
8. Possession of business and professional skills necessary to manage expenses and revenues;
9. Ability to provide programs and services that generate revenue.

10. All maintenance and repair of related facilities including all required public health standards, as well as all garbage and utility costs, and all required business licenses, providing adequate staffing and security.

d. Mobilization and Implementation Plan

The Offeror shall include as part of its Technical Proposal a mobilization and implementation plan, beginning with the date of notification of the proposal award. The mobilization and implementation plan shall include the following elements:

1. A detailed time table for the mobilization and implementation period. This time table shall be designed to demonstrate how the Offeror will have both Course operational within a reasonable time as determined by the offeror and the city.
2. The Offeror's plan for the development and use of management, supervisory, or other key personnel during the mobilization and implementation period. The plan shall show all management, supervisory, and key personnel that will be assigned to manage, supervise, and monitor the Offeror's mobilization and implementation of the Agreement for Services.

NOTE: The Offeror shall identify clearly the management, supervisory, or other key staff that will be assigned during the mobilization and implementation period.

The Offeror shall submit a plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to fully implement the Agreement for Services on the required start date.

The Offeror shall also submit a plan for the use of sub-operators, if any, with respect to a pro shop and/or food and beverage concession. Emphasis shall be placed on how any sub-operator identified will be involved in the mobilization and implementation plan.

e. Potential Problems

The Offeror shall set forth a summary of any and all potential problems anticipated during the term of the Agreement for Services. For each problem identified, the Offeror shall provide its proposed solution.

Part 4 - ORGANIZATIONAL SUPPORT AND EXPERIENCE

The Offeror shall include information relating to its organization, personnel, and experience, including but not limited to references, together with contact names and telephone numbers, evidencing the Offeror's qualifications and capabilities to perform the services required by this RFP.

a. Location

The Offeror shall include the name, location, and telephone number of the office that will be responsible for the project.

b. Organization Chart (Specific)

The Offeror shall include an organization chart with names showing the management, supervisory, and other key personnel, including any sub-operators, who will be acting under the Agreement for Services. The chart shall include the labor category and title of each such individual.

c. Resumes

Detailed resumes shall be submitted for all management, supervisory, and key personnel who will be acting under the Agreement for Services. Resumes shall be structured to emphasize the relevant qualifications and experience of these individuals in successfully completing projects of similar size and scope to those set forth in the Agreement for Services. Resumes shall clearly identify previous experience in completing similar projects. Beginning and ending dates shall be given for each similar project. A description of the project shall be given and shall demonstrate how the individual's work on the completed project relates to the individual's ability to contribute to the successful provision of services required by the Agreement for

Services. With respect to each similar project, the Offeror shall include the name and address of each reference, together with a person and telephone number to contact for a reference check.

In the event the Offeror must hire or otherwise engage management, supervisory, and/or key personnel if awarded the proposal, the Offeror shall include a recruitment plan for such personnel. Said recruitment plan shall demonstrate that the Offeror will be able to initiate and complete the project within the time frame required by this RFP.

d. Backup Staff

The Offeror shall include a list of backup staff that may be called upon to assist or replace primary individuals performing under the Agreement for Services. Backup staff shall be clearly identified as such.

In the event the Offeror must hire management, supervisory, and/or key personnel if awarded the proposal, the Offeror shall include, as part of its recruitment plan, a plan to secure backup staff in the event that primary individuals initially assigned need assistance or must be replaced during the term of the Agreement for Services.

e. Organization Chart (Complete)

The Offeror shall include an organization chart depicting the Offeror's entire organizational structure. This chart shall show the relationship of the individuals performing under the Agreement for Services to the Offeror's overall organizational structure.

f. Experience of Offeror on Projects of Similar Size and Scope

As evidence of the Offeror's ability to complete the services set forth in the Agreement for Services, the Offeror shall provide a comprehensive listing of golf course management projects similar in size and scope that it successfully has completed. A description of all such projects shall be included and shall demonstrate how such projects relate to the Offeror's ability to complete the services required under the Agreement for Services. For each such project, the Offeror shall provide the name and telephone number of a contact person.

Specifically, the Offeror shall describe its expertise in providing golf course management services, including the following:

1. A description of all golf Course it has managed, including size, number of memberships, and location for each course; and
2. The beginning and ending date of each management agreement or lease associated with each golf course listed in "1" above.
3. Financial Viability of the Offeror

The Offeror shall provide proof of its financial capacity and capabilities to undertake and successfully carry out its responsibilities under the Agreement for Services. To satisfy this requirement, the Offeror shall submit the following with its Technical Proposal:

4. The name and address of the Offeror's bank, chief banking representative handling the Offeror's account, and the Offeror's federal employer information number (FEIN number);
5. Certified financial statements, including applicable notes, reflecting the Offeror's assets, liabilities, net worth, revenues, expenses, profit or loss, and cash flow for the most recent calendar year or the Offeror's most recent fiscal year; or
6. If a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information shall be provided.

g. Sub-operator(s)

The Successful Offeror shall not enter into any sub-operating agreements with outside entities for the performance of any of its obligations under this Agreement for Services, except that the Successful Offeror may enter into sub-operating agreements with outside entities for the operation of a pro shop and/or a small food and beverage concession. If the Offeror proposes to utilize a sub-operator to fulfill any of its obligations with respect to a pro shop and/or food and beverage concession, the Offeror shall be responsible for each sub-operator's performance, compliance with all terms and conditions of this RFP and the a Agreement for Services, and compliance with the requirements of all applicable laws.

The Offeror shall provide a detailed description of the services to be provided by each proposed sub-operator. The Offeror further shall provide a detailed resume for each sub-operator's management, supervisory, and other key personnel that demonstrates knowledge, ability, and experience relevant to the work the sub-operator has been designated to perform.

The bidder shall provide documented experience to demonstrate that each sub-operator successfully has performed work on projects of similar size and scope to the work the sub-operator has been designated to perform in the Offeror's Technical Proposal.

Cost Proposal Format (Submit Separate from Technical Proposal)

The Offeror shall submit an original and three copies of a Cost Proposal in a separate sealed envelope marked as follows:

Annual Budget and Program

Preparation

The Successful Offeror shall prepare and deliver to the City no later than June 1st of each City Fiscal Year an Annual Budget and Program for the next succeeding fiscal year consisting of (1) separate and combined annual operating budgets, including a projection of anticipated monthly revenues and expenses and cash flows for each of the Course, with expenses including anticipated working capital requirements for the year and a reasonable contingency, (2) separate and combined capital improvements budgets for each of the Course, (3) a list of required equipment and a purchase/lease schedule, and (4) separate and combined general marketing plans and operational programs for each of the Course including, without limitation, operating policies, and standards for operations and quality of service (all items, collectively, the "Annual Budget and Program"). The City Fiscal Year is October 1 through September 30.

Approval and Amendment

The Successful Offeror and the City shall use their mutual best efforts to agree upon the Annual Budget and Program on or before August 1 to submit to the City of Gulfport City Council. The City of Gulfport City council shall have the final approval of the Annual Budget and Program, including all rates and fees for play on the Course. Each party may from time to time propose to the other party during the course of the City's Fiscal Year such changes or amendment within thirty (30) days after such proposal is made.

Expenditures

All of the Successful Offeror's expenditures shall be in accordance with the approved Annual Budget and Program, including any approved amendments.

Accounting Operating Statements

The Successful Offeror shall provide separate and combined bookkeeping and reporting services to the City. The Successful Offeror shall prepare and deliver to the City, in form and content acceptable to the City, separate and combined monthly and annual operating statements which shall include, without limitation, comments regarding each monthly and annual statement and such other items as the City may reasonably request. Separate and combined monthly operating statements shall be furnished to the City by the 20th day following the last day of each month; by the 45th day following the last day of each City Fiscal Year. The Successful Offeror shall keep copies of all books and records at the Golf Course.

Personnel

The Successful Offeror shall recruit, employ, and supervise all personnel necessary to manage, operate, and maintain the Course, and to provide services at the Course as required by the approved Annual Budget and Program. Employees shall be employees of the Successful Offeror or its affiliates and the Successful Offeror shall comply with all Federal and State employment laws.

Equipment

The Successful Offeror shall assist the City in procuring equipment for the Course, including golf cars, maintenance equipment, and golf course equipment. The Successful Offeror shall make timely payments of amounts due on all equipment leases or contracts.

Services, Products, and Supplies

Other than equipment procured by the City, the Successful Offeror shall purchase all services, products, and supplies for operating and maintaining the Course. The Successful Offeror shall obtain prior approval for contracts in excess of Ten Thousand (\$10,000) Dollars or twelve (12) months in duration. The Successful Offeror acknowledges that funds for any contract whose term exceeds a fiscal year will be subject to appropriation.

Maintenance, Repairs, and Replacements

The Successful Offeror shall maintain in good working condition and order the grounds (both play and non-play areas), landscape features, physical plant, and equipment of the Course, and all vehicles and maintenance equipment necessary to the maintenance and operation of the Course in the normal course of business, consistent with maintenance practices at high-end, municipal golf Course, providing quality, golf experiences. The Successful Offeror shall supervise all repairs and replacements made in the normal course of business, exclusive of capital improvements as defined in this Agreement.

The Successful Offeror shall provide a certain level of "light" maintenance to buildings, facilities, and utility systems, i.e., interior painting; clearing of clogged sewer lines; repair of toilet, flush mechanisms; lavatory fixture maintenance/replacement; water fountain repair; carpet cleaning and replacement; general cleaning of walks and parking lots; light bulb/ballast replacement; door and lock maintenance; overhead door/door opener repair; minor roof repairs; gutter cleaning; daily custodial maintenance; window cleaning; provision and operation of electronic security systems; HVAC preventative maintenance and filter replacement.

The Successful Offeror shall also maintain all irrigation, distribution lines throughout the Course including all joints and spray heads; maintenance and operation of irrigation control system.

The Successful Offeror shall use individuals or service companies with appropriate licenses when performing trades-related maintenance and shall adhere to all local, state, and federal regulations.

Specific Tasks

The Successful Offeror shall:

Coordinate and oversee the work of third party contractors in connection with the design, content, layout and production of advertising, website, and collateral materials for use in promotion of the Course;

Design and coordinate the implementation of programs to solicit group outings at the Course;

In the context of its preparation of the Annual Budget and Program, review the offering of annual memberships to the Course and make appropriate recommendations to the City for implementation; and

Include the Course in the Successful Offeror's shared marketing programs including regional and national advertising and promotions, round sharing and referrals through the reservation system, and use of the name and mark of the Successful Offeror's name.

The Successful Offeror shall at least monthly consult with the City regarding the Course and their operations at a time, date, and place designated by the City. The Successful Offeror shall make its staff available to the City upon request for consultation regarding the Course, including, without limitation, operating procedures, management and operation, capital improvements, driving range operation, clubhouse space utilization and operations, golf cart maintenance and management, and prices and rate structure.

During the term of this Agreement, the Successful Offeror shall open the Course to the public and operate the course on a daily fee basis unless otherwise provided and agree to in the Annual Budget and Program.

Revenues, Working Capital Accounts; Minimum Funds Balances

Revenues

The Successful Offeror shall deposit daily into an account as designated by the City, all revenues from all operations at the Course, including revenues from rounds of golf and all sales.

Establishment of Working Capital Accounts

At the Effective Date of this Agreement, the Successful Offeror shall establish a business checking account for the Course (the "Working Capital Account"). Consistent with the Annual Budget and Program in effect, the Successful Offeror shall pay all operating and maintenance expenses for the Course on behalf of the City from the Working Capital Accounts which expenses shall include, but not be limited to, payments of all monthly payroll and related expenses, management fees, and operating expenses. The Successful Offeror will not pay debt service, or real or personal property taxes. Upon cancellation or termination of this Agreement for any reason or upon the occurrence of a material default by the Successful Offeror, the Successful Offeror shall immediately pay over to the City all funds in the Working Capital Accounts.

Funding of Minimum Fund Balances

Subject to appropriation and availability of funds, the City shall deposit into the Working Capital Accounts on or before the last business day of each calendar month funds sufficient to bring the Accounts' balance to an amount equal to the Successful Offeror's operating and maintenance expenses for the next two (2) calendar months consistent with the Annual Budget and Program then in effect ("Minimum Fund Balance"). On the 20th day of each calendar month, or the business day next following the 20th, the Successful Offeror shall provide an accounting to the City of funds expended from each Working Capital Account for comparison with expenditures approved in the Annual Budget and Program. If expenditures are more than

budgeted for the calendar month, then the Successful Offeror shall provide any necessary justification required by the City.

Matching of Revenues and Expenditures

The parties' intend that operation and maintenance expenses for each of the Course will be funded from the respective revenues of the Course. If revenues fall below 90% of projected revenues, as set forth in the Annual Budget and Program, then the Minimum Funds Balance deposited by the City into the Working Capital/Account shall be adjusted accordingly. In consultation with the City, the Successful Offeror shall be obligated to reduce expenditures to adjust to revenues and the Minimum Funds Balance.

Annual Gross Revenues Defined

The term "Annual Gross Revenues" shall include the total aggregate amount of revenue for the business done, sales made, and services performed in, on, or from the Course both for cash and on credit (net of credit card discounts), annual passes, cart and other rentals, dues, and the gross amount received from all other sources and income derived from activities in, on, or from the Course less any and all actual refunds or credits for returned merchandise, exchanges, and allowances, including allowances for bad debts (provided the purchase price of the merchandise was previously included in Course's gross sales), and less all sums collected by Course from Course's customers and paid by Course for all sales, use, value included, and excise taxes on sales and rentals where such taxes are both added to the selling price or charge, stated separately, and paid by Course directly to the taxing authorities. "Annual Gross Revenues" shall be exclusive of all insurance and condemnation proceeds (except for proceeds for business interruption), and proceeds and sales of equipment and property, other than inventory in the ordinary course of business.

Interest

Any interest due to either the Successful Offeror or City pursuant to this Agreement shall accrue at a rate equal to the prime rate publicly announced by Citibank, N.A. on the date such interest began to accrue which shall be thirty (30) days after the date due. Except as otherwise specifically provided herein interest on any payment due by either party to the other hereunder shall be payable from and after the date upon which such payment was due if such payment is not timely made.

Inspection of Books and Records; Dispute on Fees

Upon reasonable notice (which may be verbal), representatives of the City shall have the right to any time during normal business hours to review all of the Successful Offeror's books and records including the general ledger, accounts payable, income statement, balance sheet, and budget variance reports relating to the Course including, without limitation, the Successful Offeror's work papers related to the Successful Offeror's preparation of operating statements and calculating any Annual Incentive Fee. Such an examination shall include the right of the City to request an annual financial audit performed by an independent accountant. All expenses related to any such review or audit shall be exclusively borne by City for purposes of this Agreement unless such review reveals an overpayment to the Successful Offeror of any fees or other amounts in which case the Successful Offeror shall pay for the review from its own funds. The City's exercise of its right of review or to dispute any fee or expense reimbursement claimed by the Successful Offeror shall not delay payment of the undisputed portion thereof by City within the time frames set forth in this Agreement. However, payment by City of a fee or other amount shall not constitute a waiver of City's right to subsequently dispute the fee or amount. If the City and the Successful Offeror determine that any portion of the Base Fee or Annual Incentive Fee or any other amount was improperly paid to the Successful Offeror, the Successful Offeror shall refund such improperly paid fee or amount, together with interest thereon from the time when such fee was paid to the Successful Offeror, within five (5) business days after receipt of notice from City to Successful Offeror. If there is any dispute between the parties regarding whether or not any payments of the Base Fee or Annual Incentive Fee or any other amount were proper, such disputes may be resolved by non-binding arbitration.

Capital Improvements

Capital Improvements Defined

"Capital improvements" includes any item purchased or improvement undertaken in connection with the operation of the Course, their related facilities or the land upon which they are erected, which (1) has an economic useful life in excess of one (1) year; or (2) costs in excess of Five Thousand (\$5,000) Dollars.

City Responsibility for Capital Improvements

All costs for capital improvements shall be the responsibility of City and all decisions as to whether or not to undertake any capital improvements projects or other decisions in respect of any capital improvements shall be made by City. City shall consult with the Successful Offeror regarding decisions to undertake capital improvements.

Services by the Successful Offeror on Capital Improvements

The Successful Offeror shall as a part of its regular duties but without the obligation to supervise the capital improvement project in question, review with City, solely in its capacity as manager of the Course, the design and construction of such capital improvement projects and alert City to any problems or defects of which it becomes aware.

Additional Services by the Successful Offeror

The Successful Offeror shall, upon the request of City, perform any of the following services on behalf of City provided, however, that prior to performing such services the parties shall have agreed to the amount of additional compensation to be paid to the Successful Offeror for said services as well as the scope of the additional services, including (1) golf course design or construction services for any capital improvement, including supervisory duties overseeing the performance of others performing such design or construction services; and (2) construction supervision over any capital improvement.

Default and Remedies

City Events of Default

The following shall constitute an event of default ("Event of Default") by City under this Agreement:

Failure to timely pay the Successful Offeror any fees, compensation, or reimbursement due the Successful Offeror pursuant to this Agreement, unless said amounts are under dispute;

Failure to timely provide Minimum Funds Balance in accordance with this Agreement; or

Breach by City of any other provision of this Agreement including failing to consult with the Successful Offeror regarding the Annual Budget and Program or capital improvements.

The Successful Offeror's Events of Default

The following shall constitute an event of default ("Event of Default") by the Successful Offeror under this Agreement:

Committing waste upon the Course or failure to maintain in good working order any material improvement or component of the Course;

Failure to maintain the amenities of the Course in reasonably good condition, subject to abnormal weather conditions, acts of God, or other events or conditions beyond the reasonable control of the Successful Offeror;

Failure to provide customary management services to operate the Course or utilize its best efforts to maintain and maximize profitability;

Breach by the Successful Offeror of any other provisions of this Agreement; or

The Successful Offeror makes an assignment for the benefit of its creditors, or becomes a party for more than 30 days to any voluntary or involuntary insolvency proceedings or bankruptcy proceedings or reorganization.

Cure

When either party to this Agreement believes that the other party (the "Defaulting Party") has committed an Event of Default, it shall give written notice thereof to the Defaulting Party, and the Defaulting Party shall have ten (10) days in the event of a payment default, or such longer period (not to exceed a period of thirty (30) days unless the Defaulting Party has begun to cure within the thirty (30) day period and is diligently pursuing such cure) as shall be reasonably necessary due to weather, growing conditions, or other factors beyond the reasonable control of the Defaulting Party, within which to cure the default.

Termination for Default

If the Defaulting Party does not cure the default within the grace period provided in this Agreement, the other party may terminate this Agreement on thirty (30) days written notice to the other party and pursue all rights and remedies available in law or equity, including payment of accrued amounts pursuant to this Agreement, subject to legitimate offsets.

Termination

Termination on Expiration

This Agreement shall automatically terminate upon expiration of the term of the Agreement set forth in this Agreement.

Unilateral Termination by City; Termination Fee

City shall have the unilateral right to terminate this Agreement at any time on sixty (60) days written notice, and this Agreement shall automatically terminate upon the closing of a sale or transfer of the Course. In the event of such unilateral termination or termination due to the transfer of the Course, the City shall pay to the Successful Offeror within ten (10) days of such termination the following termination fee ("Termination fee") based on the year in which the termination occurs from funds made available from the Course, subject to appropriation by the City of Gulfport City Council. the Termination Fee shall be calculated as: The amount determined by taking the sum of the Base Fee and the Annual Incentive Fee for the prior fiscal year, then multiplying that quantity times the remaining years (including fractional years) in the term of the Agreement, and then multiplying that second quantity times fifty (50%) percent. Notwithstanding anything to the contrary contained herein the Termination Fee payable hereunder shall not be less than One Hundred Thousand (\$100,000) Dollars. Provided, however, in the event of sale or transfer of the Course, wherein the buyer or transferee has executed a contract to retain the Successful Offeror to manage the Course on substantially the same terms and conditions contained herein, which shall be determined by the Successful Offeror in its reasonable discretion, then no Termination Fee shall be payable to the Successful Offeror by City.

Force Majeure; Fire and Other Casualty

If all or any portion of the Course is destroyed by fire or other casualty, such damage or destruction shall not be a cause for termination hereunder by either party unless such damage or destruction results in the whole or a substantial part of either Course being unusable for its intended purpose for a period of one year or longer or, in the case of such total or substantial damage or destruction the City shall decide not to rebuild the damaged portion of either of the Course, then in either such event, this Agreement shall terminate with respect to each Course on notice from City to the Successful Offeror of such termination and neither party shall have any further rights or obligations hereunder. Notwithstanding the foregoing, if (1) as a result of any damage or destruction to any part of the Course or (2) otherwise due to causes (other than strikes within the Successful Offeror's control) beyond the Successful Offeror's reasonable control, the Successful Offeror shall

be unable to perform its obligations hereunder in respect of the operation of either Course (and so long as the Successful Offeror uses all reasonable diligence to cure such inability), the City and the Successful Offeror shall use their mutual best efforts to agree upon an amendment to the Annual Budget and Program, to allow payment of necessary expenses for either Course (including, without limitation, Course employee expenses) until such damage or destruction is repaired or such inability is cured. If the parties are unable to agree on such an amendment within twenty (20) business days after the Successful Offeror shall have given City notice of the occurrence of such event, subject to any necessary additional period of time to obtain an appropriation from the City Council of Anne Arundel City, the Successful Offeror shall have the right to terminate this Agreement with respect to the damaged Course by notice to City of such termination and neither party shall have any further rights or obligations hereunder. In the event of a termination under this section of this Agreement, there is no Termination Fee due to the Successful Offeror.

Actions By and Against Third Parties

Defense of Actions; Payment of Liabilities

The Successful Offeror and the City acknowledge that actions by third parties may ensue against the Successful Offeror and/or the City for occurrences at the Course. The parties intend that insurance coverage shall be the primary vehicle through which actions are defended and liabilities paid. The parties shall cooperate with counsel for the insurer. In the event that defense of an action covered by insurance requires decisions of the parties, each party may act in its own interest, but in the event of a conflict, the City shall make decisions affecting both parties. To the extent that insurance coverage is not available, each party shall provide its own defense at its own cost and shall pay all liabilities against it at its own cost, except as otherwise provided by the indemnification provisions of this Agreement.

Prosecution of Actions

Each party shall prosecute actions affecting its respective interest arising from the operation of the Course in its own name and its own cost.

Cooperation

Employees of the Successful Offeror and the City and legal counsel for the Successful Offeror and the City shall cooperate in the defense or prosecution of any action affecting the Course. The Successful Offeror shall not institute or defend any legal action or retain counsel affecting the Course without the Owner's consent. The Successful Offeror shall immediately forward all legal notices, or all notices of a financial nature that relate to the Course, to the City. The Successful Offeror shall assist the City in taking any action necessary to litigate to a final decision any action in any appropriate court or forum relating to any matter involving the Course, including the violation, order, rule, or regulation affecting the Course.

Liability and Indemnification

Liability of the Successful Offeror and City

Liability of the Successful Offeror.

The Successful Offeror shall at all times perform its services under this Agreement with reasonable care and in accordance with industry standards. The Successful Offeror shall not be responsible for the acts or omissions of any of City's other contractors or any subcontractor, or any employees of City, or any person representing City performing any services for or in connections with the Course, or any consultants to other persons engaged by City with respect thereto, unless and only to the extent the Successful Offeror is supervising the same, and the Successful Offeror shall be responsible only for acts and omissions by the Successful Offeror officers, employees, agents, and contractors in the performance of the Successful Offeror's obligations under this Agreement.

Liability of City.

City shall at all times perform as owner under this Agreement with reasonable care and in accordance with industry standards. City shall not be responsible for the acts or omissions of any of the Successful Offeror's contractors or any subcontractor, or any employees of the Successful Offeror, or any persons representing the Successful Offeror performing any services for or in thereto, unless and only to the extent City is supervising the same, and City shall be responsible only for acts and omissions of City officers, employees, agents, and contractors in the performance of City's obligations under this Agreement.

Indemnity

Indemnity by the Successful Offeror.

To the extent not provided for by insurance, the Successful Offeror will, at its own expense, defend, indemnify, and hold City harmless from and against any claims, losses, expenses, costs, suits, actions, proceedings, demands, or liabilities that are asserted against, or sustained or incurred by City arising out of the Successful Offeror's failure to perform its services under this Agreement with reasonable care and in accordance with industry standards, or failure otherwise to perform in accordance with this Agreement, including regulatory violations arising out of the Successful Offeror's failure to perform.

Reduction of Indemnity; Limitation of Liability

Recovery upon an indemnity contained in this Agreement shall be reduced dollar-for-dollar by an applicable insurance collected by either City or the Successful Offeror. The scope of the foregoing indemnities includes any and all costs and expenses properly incurred in connection with any proceedings to defend, any indemnified claim, or to enforce the indemnity, or both.

Survival

The obligations under this Section shall survive the termination of this Agreement.

General Provisions

Entire Understanding

This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings, and representations (if any) made by and between such parties; provided, however, that nothing contained in this Agreement shall supersede the requirements of the Indenture and this Agreement shall be conformed to and made wholly consistent with the Indenture, if and when fully executed by City.

Amendment

The provisions of this Agreement may only be amended or supplemented in a writing signed by both parties.

Further Instruments and Documents

The parties hereby agree from time to time to execute and deliver such further and other instruments and documents, and do all such other acts and things which may be convenient or necessary to more effectively and completely carry out the intentions of the Agreement.

Compliance with Laws

The Successful Offeror shall at all times operate, use, and conduct the business of the Course in a lawful manner and in full compliance with all applicable governmental laws, ordinances, rules, and regulations, and maintain all licenses and permits relating to the Course, with City's full cooperation, in full force and effect and cooperate and endeavor to obtain all licenses and permits first required after the commencement of the

term of this Agreement required in connection with the management, operation, and maintenance of the Course.

Successors and Assigns

All of the terms and provisions of this Agreement shall be binding and insure to the benefit of the parties and their respective permitted successors and assigns. This Agreement is solely for the benefit of the parties hereto and not for the benefit of any third party. Furthermore, the purchaser and/or assignee of City shall be bound by the provisions hereof, in which event City shall be released from all liability hereunder except for obligations accruing prior to said sale, lease, or transfer and payment of accrued fees of this Agreement.

Notices

All notices, request, consents, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given:

1. When delivered, if hand delivered or
2. One (1) business day after deposit with a reputable overnight courier marked for "next business day" delivery or
3. Upon receipt, if sent by facsimile, provided that an original thereof is thereafter sent in the manner provided above, and shall be address as follows:
 - a. In the case of the Successful Offeror:

Successful Offeror's Official Name

Successful Offeror's Address, Contact Name, Telephone, Facsimile

- b. In the case of the City:

Office of Procurement
Attn: Connie Debenport
1410 24th Avenue
Gulfport, MS 39501
Telephone: (228) 868-5705 X6550
Facsimile: (228) 868-5704

or to such other address as either party may designate by notice complying with the terms of this Section.

No Waiver of Rights

The failure or delay of either party at any time to require performance by the other party of any provision of this Agreement shall not affect the right of such party to subsequently require performance of that provision or to exercise any right, power, or remedy hereunder. Waiver by either party of a breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under Agreement. No notice to or demand on either party in any event shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances, except as otherwise herein provided.

Independent Contractor

Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties. The parties acknowledge that the relationship of the Successful Offeror to City is that of an independent contractor.

Remedies Not Exclusive

No remedy herein conferred upon either party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

COST PROPOSAL FOR CITY OF GULFPORT, MS
FOR
Golf Course Management Services

Offeror's shall send the completed Proposal consisting of the Technical Proposal and Cost Proposal (two separate envelopes) to the following address:

Office of Procurement
1410 24th Avenue
Gulfport, MS 39501

The Offeror shall submit all requested cost proposals. Failure to submit all requested cost proposals may result in the Offeror's proposal being considered materially non-responsive.

Each Offeror shall submit two figures as part of its Cost Proposal:

1. Fixed Annual Management Fee to be paid to the City; and
2. Plus a fixed percentage of their annual gross revenue as.

The City shall not be responsible for expenses incurred in preparing and submitting the Technical Proposal or the Cost Proposal. Such costs shall not be included in the Proposal.

3. The first page of the Cost Proposal shall include the following information:

- a. Name of Offeror
- b. Certification that the person signing the Proposal is entitled to represent the firm, empowered to submit the Proposal, and authorized to sign a contract with Anne Arundel City, Maryland.
- c. Cost Proposal

3.1 Changes/Erasures to Proposals

To be considered, all erasures, interpolations, and other changes in the Proposal shall be signed or initialed by the Offeror.

3.2 Offeror's understanding of the Scope of RFP and Due Diligence

By submitting a Proposal in response to this RFP, the Offeror represents that it has read and understands this RFP, including any Addenda, and has familiarized itself with Federal, State, and local laws, ordinances, rules, and regulations that may affect the cost or performance under this RFP or any resulting Contract. The failure or omission of any Offeror to receive or examine any form, instrument, addenda, or other document or to acquaint itself with conditions existing at any site shall in no way relieve that Offeror from any obligations with respect to its Proposal or to any resulting Contract.

3.3 Proposal Modifications or Withdrawal

3.3.1 A Proposal may be modified or withdrawn by the Offeror any time before the time and date set for the receipt of Proposals upon notice to the Procurement Office in writing.

3.3.2 Technical Proposal modifications shall be worded in a manner that does not reveal cost data.

3.3.3 Modified and withdrawn Proposals, clearly marked and dated, may be resubmitted to the Procurement Office up to the time and date set for the receipt of Proposals.

- 3.3.4 No Proposal may be unilaterally modified or withdrawn after the time set for the receipt of Proposals and for 120 days thereafter.
- 3.4 Content
- 3.5. The contents of the Proposal of the Successful Offeror may become contractual obligations. Failure of the Successful Offeror to accept these obligations in a Contract may result in cancellation of the award, recovery of damages by the City, and disqualification of the Successful Offeror may not be eligible for future solicitations.
- 3.6. Failure of the Offeror to provide any information requested in the RFP may result in disqualification of the Proposal.
- 3.7 Conflict of Interest
- 3.7.1 By submission of a Proposal, Offeror agrees that it has no direct or indirect interest that would conflict in any manner or degree with performance by this RFP or any resulting contract of its services. The Offeror shall further covenant that, in the performance of any contract, the Offeror shall not employ any person or entity having any such known conflict.
- 3.7.2 Failure of the Offeror to provide any information requested in this RFP may result in disqualification of the Proposal.

4.0 EVALUATION PROCEDURES

4.1 Evaluation Committee

An Evaluation Committee will evaluate proposals submitted.

4.2 Review of Proposals

- 4.2.1 The Evaluation Committee will use a point formula during the review process to score the Proposals. Each member of the Committee will first score each Technical Proposal by each of the criteria described below. The full Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each Offeror. At this point, firms with an unacceptably low technical score, as determined by the Evaluation Committee, will be eliminated from further consideration.
- 4.2.2 After the composite technical score for each Offeror has been established, the sealed Cost Proposal will be opened and additional points will be added to the technical score based on the price proposed. The maximum score for price will be assigned to the Offeror offering the lowest total all-inclusive maximum price.
- 4.2.3 The City reserves the right to retain all Proposals submitted and use any idea in a Proposal regardless of whether that Proposal is selected.
- 4.2.4 The Contract will be awarded to the Offeror with the highest score. If the Office of Procurement and the apparent Successful Offeror are unable to enter into a contract for any reason, the Contract may be awarded to the next highest-ranked Offeror.

4.3 Evaluation Criteria

Offerors will be evaluated and scored based on the Offeror's Technical Proposal, including compliance with the Technical Specifications set forth in this RFP and the Offeror's Cost Proposal. The Cost Proposal will not be given as much weight as the Technical Proposal.

4.4 Oral Presentations

The City may request, at its discretion, that some or all Offerors make oral presentations of their qualifications or to substantiate any portions of Proposals submitted. The City Procurement Office

will schedule such presentations. Offerors may be instructed to limit the number of representatives and the time for the oral presentation. Such presentations will provide Offerors with an opportunity to answer any questions the Evaluation Committee may have on an Offeror's Proposal. Not all Offerors may be asked to make such oral presentations.

4.5 Best and Final Offers

4.5.1 Notwithstanding anything contained in this RFP, after the Procurement Office computes the Offerors' final scores, discussions may be conducted with responsible Offerors who's Proposals have been determined by the Evaluation Committee to be eligible for award. Discussions may be held for purposes of clarification to assure full understanding of and responsiveness to the RFP requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revisions of Proposals, and revisions may be permitted after submissions and before award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from Proposals submitted by competing Offerors.

4.5.2 The Procurement Office shall notify each responsive responsible Offeror of the scope of the requested best and final offer. The Procurement Office shall establish a date and time for the submission of best and final offers and discussions. If more than one submission of best and final offers is requested, an Offeror's immediate previous offer shall be construed as its best and final offer unless the Offeror submits a timely notice of withdrawal or another best and final offer. The Procurement Agent may consult with and seek the recommendation of the Evaluation Committee during the best and final offer process. The City shall consider best and final offers to be irrevocable for ninety (90) days from the date for their submission.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Disputes

In cases of disputes as to whether the goods or services quoted or delivered meet Specifications, the decision of the City Procurement Agent shall be final and binding on both parties. The City Procurement Agent may request the recommendation in writing of the head of the City Agency using the goods or services, the Standards and Specifications Committee, or other sources.

5.2 Equal Employment Opportunity

5.2.1 It is the policy of the City of Gulfport to assure Equal Employment Opportunity for all persons, and to ensure that Minority Business Enterprises have the maximum opportunity to participate in the performance of all City contracts for supplies and services.

5.2.2 Every Contractor doing business with the City shall agree not to discriminate in any manner against any employee or applicant for employment because of race, age, creed, color, national origin or gender, and shall be obligated to include a similar requirement in any and all subcontracts. The Successful Offeror shall also agree to comply with all Federal, State, and local laws and Executive Orders and Regulations relating to Equal Employment Opportunity, and Minority Business Enterprises.

5.3 Insurance

Unless otherwise required by this RFP, if a Contract is awarded, the Successful Offeror shall be required to purchase and maintain during the life of the Contract Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers' Compensation Insurance with limits of not less than those set forth below:

5.3.1 Commercial General Liability

At least \$1,000,000 combined single limit coverage on an occurrence basis covering all premises and operations and including Personal Injury, Independent Contractor, Contractual Liability and Products and Completed Operations. The general aggregate limit is to apply per project.

5.3.2 Business Automobile Liability Insurance

At least \$1,000,000 Combined Single Limit to include owned, non-owned, and hired vehicles.

5.3.3 Workers' Compensation Insurance

Statutory benefits as required by Mississippi law and/or, when required, the U.S. Longshoremen's and Harbor Workers' Compensation Act including standard Other States coverage; Employers' Liability coverage with limits of at least \$100,000 each accident/\$100,000 each employee disease/\$500,000 disease policy limit.

5.3.4 On all Commercial General Liability and Business Automobile Liability Insurance Policies, the City of Gulfport, its agents, servants, and employees shall be named as additional insureds, which shall be shown on the insurance certificates, furnished to the City under this Section.

5.3.5 Professional Liability Insurance

The Successful Offeror shall purchase and maintain during the term of any resulting Contract Professional Liability Insurance with limits of at least \$1,000,000 each occurrence and \$3,000,000 aggregate.

5.3.6 The Successful Offeror shall provide the City with a Certificate of Insurance evidencing the coverage required above. Such certificate shall provide that the City be given at least thirty (30) days prior written notice of any cancellation of, intention to not renew, or any material change in such coverage. Offeror shall provide Certificates of Insurance before commencing work in connection with the Contract.

5.3.7 Providing any insurance required herein does not relieve the Successful Offeror of any of the responsibilities or obligations assumed by the Successful Offeror in any resulting Contract or for which the Successful Offeror may be liable by law or otherwise.

5.3.8 Failure to provide and continue in force such insurance as required herein shall be deemed a material breach of any resulting Contract and shall operate as an immediate termination thereof.

5.4. All Offerors that are business entities shall be and present evidence that they are in good standing with the State of MS.

5.5 Audit of the Successful Offeror

5.5.1 The Successful Offeror shall retain in original form, format, and medium all books, records, and documents from the date of their inception. This shall include, but not be limited to, cost or pricing data relating to the Contract and the Successful Offeror operations, including perpetual inventory records of equipment for a period of at least three (3) years following the date of final payment by the City. The Successful Offeror shall make these records available for inspection and audit by the authorized representative of the City during normal business hours. The Successful Offeror shall receive the City's written authorization for any request to change the form, format, or medium of any record, or for earlier destruction of any record. The Successful Offeror shall comply with City notification that a record shall be retained for a longer period.

5.5.2 The City may audit at any time during the term of the Contract and for a period of at least three (3) years after the date of final payment by the City the Successful Offeror's books and records relating to any work performed under this RFP and any resulting contract, including, but not limited to:

- Cost or pricing data submitted by the Successful Offeror;
- The determination of Successful Offeror's costs or estimated costs in connection with any change order or contractual modification or proposed change order or contractual modification;
- The Successful Offeror's financial condition; and/or Claims by one party against any other.

5.6 Taxes – Responsibility for Payment Exemptions Forms to be Filed, etc.

The Successful Offeror is responsible for paying and, by submitting a Proposal, agrees to pay all retail sales, income, real estate, sales and use, transportation, special, and any other taxes applicable to and assessable against any goods, processes, and operations incident to or related to this RFP. The Successful Offeror is responsible for ascertaining applicable taxes and making all necessary arrangements to pay same.

All prices quoted shall be exclusive of any State, Federal, or other applicable taxes, including Federal Excise Tax on trucks or any other goods or accessories.

5.7 Exceptions to Specifications

5.7.1 In addition to the requirements specified herein, the Offeror shall note all exceptions to Specifications in writing in detail at the time of submittal of the Proposal. The absence of a written list of Specification exceptions at the time of submittal of the Proposal shall hold the Successful Offeror strictly accountable to the City for furnishing goods or services in full accordance with the Specifications as written and shall be grounds for rejecting any good or service not fully meeting Specifications. Any discrepancy or detail required by the Specifications and not listed as an exception shall be demanded by the delivery of the goods or services.

5.7.2 In determining the acceptability of any goods not fully meeting the Specifications, the decision of the Procurement Manager shall be final.

5.7.3 All deviations from or exceptions to the Specifications shall be listed separately from the rest of the Proposal. The City shall determine if listed deviations and exceptions are accepted or rejected. Any deviations and exceptions not listed as required are deemed rejected.

5.8 Termination Process

5.8.1 Termination for Convenience:

Notwithstanding anything contained herein, the City may terminate the resulting Contract resulting from this procurement anytime, in whole or in part, without showing cause by providing thirty (30) days written notice to the Successful Offeror. The City shall pay all reasonable costs incurred by the Successful Offeror up to the date of termination. The Successful Offeror shall not be reimbursed for any anticipatory profits, which have not been earned to the date of termination.

5.8.2 The Successful Offeror shall be provided thirty (30) days' notice of any termination not for cause and shall only perform such work during the 30-day notice period that is authorized in writing by the City's Procurement Manager.

5.8.3 This Agreement may be terminated by the City upon at least seven (7) days' notice to the Contractor in the event that (1) the Work is permanently abandoned by the City; (2) continued Work is deemed by the City, in its sole discretion, not to be in the best interests of the City; or (3) monies are no longer available or are not appropriated to fund the Work being performed or to be performed under this Agreement.

5.8.4 Termination for Cause:

Notwithstanding anything contained herein, if the Successful Offeror fails to fulfill its obligation under the Contract properly and on time or otherwise violates any provision of this RFP or the Contract resulting from this RFP, the City may terminate this RFP or any Contract resulting from this RFP immediately by written notice to the Successful Offeror. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished goods or services provided by the Successful Offeror shall, at the City's option, become the City's property. The City shall pay the Successful Offeror fair and equitable compensation for satisfactory performance prior to receipt of the notice of termination less the amount of damages caused by the Successful Offeror's breach. If the damages are more than the compensation payable to the Successful Offeror, the Successful Offeror shall remain liable after termination, and the City may take all steps necessary to collect damages.

5.9 Liquidated Damages

5.9.1 Should the Successful Offeror fail to perform as required by the Contract or should the City terminate the Contract, and the Successful Offeror fails to fully complete its obligations under this RFP and the Contract resulting from this RFP, the City shall also have the right to assess the Successful Offeror a liquidated damage amount not to exceed \$50 per business day to be calculated on the basis of the City's documented and reasonable proof of harm, loss, inconvenience, or non-feasibility of otherwise obtaining an adequate remedy.

5.9.2 The assessment of liquidated damages by the City against the Successful Offeror does not supersede the right of the City to impose other remedies available. This includes, but is not limited to, reductions in or withholding payments to the Successful Offeror.

5.10 Headings

The words and phrases used in the heading of various sections and parts of this RFP are for convenience only and shall not affect the interpretation of any of the terms, conditions, and requirements contained anywhere in the RFP.

5.11 RFP Text Emphasis

Throughout this RFP, there may be occasional use of underlining, bolding, outsized characters or other methods of text emphasis. No remarkable difference in emphasis or relative importance of text content is intended by the use of any one method in place of another.

5.12 Optional Use of Contract

5.12.1 The Successful Offeror reserves the right to extend all of the terms, conditions, Specifications, and unit or other prices of any Contract resulting from this RFP to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities, including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The Successful Offeror agrees to notify the issuing body of those entities that wish to use any contract resulting from this RFP and shall also provide usage information, which may be requested.

5.12.2 The City assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this RFP. All purchases and payment transactions shall be made directly between the Successful Offeror and the requesting entity. Any exceptions to this requirement shall be specifically noted in the Proposal.

5.13 Parent Company

If an Offeror is owned or controlled by a parent company, the name, main office address, and tax identification number of the parent company shall be provided in the Technical Proposal.

5.14 Assignment and Delegation

Except for assignment of antitrust claim, a party to any contract resulting from this RFP may neither assign nor delegate any portion of the Contract without the prior written consent of the other party.

5.15 Indemnification

If a Contract is awarded, the Successful Offeror shall be required to indemnify, defend, and hold the City, its employees, and agents harmless from and against any and all claims, loss, liability, cost, and expenses, including attorney fees, howsoever arising or incurred, alleging personal injury, bodily injury, including death, or property damage arising out of or attributable to the Successful Offeror's performance of the Contract awarded.

5.16 Applicable Law

The laws of the State of Mississippi shall govern in connection with the formation, performance, and the legal enforcement of any contract resulting from this RFP.

5.17 Conditions for Procurement Elsewhere

5.17.1 The time of delivery is of the essence. Should the Successful Offeror fail to perform as specified, in accordance with the terms and conditions specified herein, the City Procurement Manager reserves the right to procure goods and services on the open market or by contract, in which event the additional costs of such goods and services above the Contract price shall be charged against the Successful Offeror, and may be deducted from any funds payable or which may become payable to the Successful Offeror.

5.17.2 The Procurement Manager may reject, at his or her sole discretion, any goods or services ordered from the Successful Offeror if they are delivered or performed subsequent to the placement of orders elsewhere.

5.18 Fair Labor Standards

The Successful Offeror shall comply with all applicable provisions of the Federal Labor Standard Act (FLSA) and shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from any and all liability, including but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any way and hours law, including but not limited to, FLSA for work performed by the Successful Offeror's employees for which the City may be found jointly or solely liable.

5.19 Changes

The City reserves the right to add items to this Contract at the City's sole discretion if the items meet the following criteria:

- The items added are, in the City's sole opinion, within the general scope of work established for this Contract and/or are ancillary to the successful completion of Work under the resulting Contract;
- The price for each item as offered by the Successful Offeror is, in the City's sole opinion, fair and reasonable and consistent with the pricing for the balance of the resulting Contract.
- The items added are relatively insignificant to the overall value and services under the agreement.

5.20 Damage to City Facilities, Buildings, or Grounds

The Successful Offeror shall repair, or cause to be repaired, at its own cost any and all damage to City facilities, buildings, or grounds caused by the Successful Offeror or employees, subcontractors,

or agents of the Successful Offeror. Such repairs shall be made immediately after awareness of damage, or notice by City, but in no event more than thirty (30) days after the occurrence.

5.21 Liability of City

The City has no obligations to provide legal counsel or legal defense to the Successful Offeror or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not part of this Contract against the Successful Offeror or its subcontractors as a result of or relating to the Successful Offeror's obligations under this Contract.

5.22 Notice of and Cooperation in Litigation

The Successful Offeror will immediately give notice to the City of any claim or suit made or filed against the Successful Offeror or its subcontractors regarding any matter resulting from or relating to the Successful Offeror's obligations under this Contract, and will cooperate, assist, and consult with the City in the defense or investigation of any claim, suit, or action made or filed against the City as a result of or relating to the Successful Offeror's obligations under this Contract.

5.23 Price Adjustments

5.23.1 All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, the City will entertain a request for price adjustments in accordance with the current Consumer Price Index. The Successful Offeror shall request all price adjustments in writing at least sixty (60) days prior to the renewal date.

5.23.2 For purposes of this Section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-Washington-Baltimore, DC-MD-VA-WV-All Items, Not Seasonally Adjusted (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.

5.23.3 The City reserves the right to accept or reject the request for a price increase. If the City approves the price increase, the price will remain firm for the renewal term for which it was requested.

5.24 Agreement

The Successful Offeror will be required to sign an Agreement similar to the attached Agreement. Successful Offeror shall review this Agreement and include any exceptions or changes with the Proposal. Any changes will be reviewed by the City Law Office and determined if acceptable. Failure to provide exceptions or changes will result in the assumption that the Agreement is acceptable to the Successful Offeror.

5.25 HIPAA

If a Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996, and regulations enacted pursuant thereto (collectively "HIPAA"), is deemed necessary by the City based on the Work to be performed hereunder, the Successful Offeror agrees to enter into a Business Associate Agreement as an Addendum to this Agreement.

5.26 Confidential and Proprietary Information

5.26.1 All information contained in the Proposal is subject to production under the Mississippi Public Information Act. Each Offeror shall be responsible for identifying all information in its Proposal that it considers confidential and proprietary and not subject to release to the general public for any reason by including with its Proposal a separate list entitled "Confidential and Proprietary Information". The list shall identify all such information and shall include the location of such information in the Proposal, including page numbers, as well as an explanation as to why each piece of information is considered to be confidential and proprietary. All information not included on the list, even if marked as confidential or "proprietary, shall be considered public information and is subject to release on request under the Mississippi Public Information Act.

5.26.2 Reasons given for considering information within a Proposal Response confidential or proprietary shall be legally justifiable, which is within the sole discretion of the City. Indicating that a Proposal Response in its entirety is confidential and proprietary is not legally justifiable, is not acceptable, and may be grounds for the City rejecting the Proposal Response on the grounds that the Proposal Response is not responsive.

5.26.3 Limitations to Liability: City of Gulfport assumes no responsibility and no liability for costs incurred by Successful Offeror in responding to the RFP, including requests for additional information. The City assumes no responsibility and shall not be liable in any way for the release to the public of information that is contained in the Proposal Response.

REFERENCES

References: Give name, address and telephone number of owner or manager of three (3) accounts for which Offeror has provided golf course operation and maintenance.

Account Name	
Owner/Manager	
Address	
Telephone	
Contract Completion Date	

Account Name	
Owner/Manager	
Address	
Telephone	
Contract Completion Date	

Account Name	
Owner/Manager	
Address	
Telephone	
Contract Completion Date	

COST PROPOSAL

(Must be submitted separately from the Technical Proposal)

TITLE: Golf Course Management Services

OPENING: _____ TIME: _____

TO: Office of Procurement
1410 24th Avenue,
Gulfport, MS 39501

(A) Fixed Annual Management Fee (Base):

\$ _____ Per Month x 12 Months Per Year = \$ _____

and

(B) Annual Incentive Fee (Percentage)

Bayou Vista

Annual Gross Revenues Annual Incentive Fee

Less Than \$ _____: None

Exceeding \$ _____: _____% of the Annual Gross Revenues above \$ _____

Company Name: _____

AFFIDAVIT

On behalf of _____, I do solemnly declare and affirm,
(Contractor/Bidder/Offeror)

under penalty of perjury, that to the best of my knowledge, information, and belief:

1. Neither _____, nor any of its officers, directors, or
(Contractor/Bidder/Offeror)

partners, or any of its employees who are directly involved in obtaining or performing contracts with the State of Mississippi, or a local governmental entity in the State, has:

- (a) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any State or of the Federal Government;
- (b) been convicted under a State or Federal law or Statute of any offense; or
- (c) been found civilly liable under a State or Federal Antitrust Statute.

2. _____ shall not knowingly enter into a contract with
(Contractor/Bidder/Offeror)

A body under which a person or business debarred or suspended will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

3. Neither _____, nor any employee or
(Contractor/Bidder/Offeror)

Representative of _____:
(Contractor/Bidder/Offeror)

- (a) agreed, conspired, connived, or colluded to produce a deceptive show of competition in the preparation of the bid or offer being submitted; or
- (b) has in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the price of the bid or proposal of any Bidder or offer of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted

Contractor/Bidder/Offeror	
By	
Title	
Date	

Subscribed and sworn to before me, a Notary Public of the State of _____, County

of _____, this _____ day of _____, 20____.

(Notary Public)

My Commission Expires: _____

Acknowledgement of Addenda

Addenda may be issued in response to changes in the Request for Qualifications. Addenda must be acknowledged by signing and returning the addenda form. Acknowledgements must be received no later than the proposal due date. If acknowledgments are returned with the proposal, they must be submitted with the technical proposal only. Failure to properly acknowledge any addendum may result in a declaration of non-responsiveness by the Governing Authority.

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Disqualification of Proposer

Although not intended to be an inclusive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a proposer and the rejection of his proposal:

1. Evidence of collusion among proposers.
2. Lack of competency as revealed by either financial statements and/or experience as submitted or other factors.
3. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
4. Default or termination on a previous contract for failure to perform or otherwise.

Questions

Questions regarding this RFQ should be directed to the Procurement Office by email: cdebenport@gulfport-ms.gov or facsimile (228) 868-5705, *not less than seven (7) business days* prior to the proposal due date. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

Direct Contact

Direct contact with any City employee, including the Governing Authority, on the subject of this proposal, is strictly forbidden. Violation of this paragraph will result in disqualification of your proposal.

The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements.

For the purposes of this subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Complete the following information and return the form with your package.

1) If you are a SBE, MBE or WBE, please check one of the following boxes:

☐

SBE

☐

MBE

☐

WBE

☐

Sec. 3

Information - please provide the following information

Company/Firm Name	
Authorized Representative – Print	
Authorized Representative – Sign	
Address	
Phone Number	
Facsimile Number	
Email	
Website (if available)	