



## REQUEST FOR PROPOSALS

### PROPOSAL NO. 24000518

Sheldon Neeley  
Mayor

#### **SCOPE OF WORK:**

The City of Flint, Finance Department of Purchases & Supplies, is soliciting sealed bids for providing:

#### **TO LEASE, OPERATE, MAINTAIN, AND MARKET SWARTZ CREEK AND KEARSLEY LAKE GOLF COURSE**

Per the attached additional requirements.

If your firm is interested in providing the requested services, please submit:

Submit to City:

- 1 original, printed, signed, original proposals and signed addenda
- 2 additional copies unbound
- 1 electronic copy

Please follow the following bid timeline.

#### **Mandatory Pre-Bid Meeting**

A mandatory pre-bid conference will take place **Wednesday, October 11, 2023, at 12:00pm EST** at the McKenzie Conference Room **at 1101 S. Saginaw St, Flint, MI, 48502**. This meeting is to answer any questions contractors may have and give a brief presentation. Please submit a letter of intent to attend to Gavin Bodnar, Parks Planner at [gbodnar@cityofflint.com](mailto:gbodnar@cityofflint.com) **by Tuesday, October 10, 2023 at 3pm**. Failure to participate in this meeting may result in the disqualification of your bid.

#### **Tour of Course**

Proposers are invited to tour the courses. Self-guided tours will be made available upon request. Please call or email Planning and Development Parks, Gavin Bodnar (810)766-7426 ext. 3005, or email [gbodnar@cityofflint.com](mailto:gbodnar@cityofflint.com) and indicate the number of people attending for your company.

#### **Questions**

All written questions shall be directed to Lauren Rowley, Purchasing Manager by **Monday, October 16, 2023 by 10am EST** to [lrowley@cityofflint.com](mailto:lrowley@cityofflint.com).

#### **Bid Submission Requirements**

1. The mail in **HARD COPY** with the original signature (signed documents) must be received by **Monday, October 23, 2023 by 11:00 A.M. (EST)**, **City of Flint, Finance Department - Division of Purchases and Supplies, 1101 S. Saginaw St., Room 203, Flint, MI, 48502**. Bids must be in a sealed envelope clearly identifying the proposal name and proposal number.
2. **Electronic Copy**, please email to [PurchasingBids@cityofflint.com](mailto:PurchasingBids@cityofflint.com) by **Monday, October 23, 2023 by 11:00 A.M. (EST)**. Please note that in the subject line of the email, type in the proposal name and number.
3. Faxed bids are not accepted.
4. Both mail in proposal and electronic submittal must be received by due date and time.

#### **Bid Opening**

**Bids will be opened publicly at the McKenzie Conference Room on the 2<sup>nd</sup> floor of Flint City Hall. The public is welcome to join in person or via Google Meet.**

**Google Meet Information**

Bid Opening - Golf Course RFP

Monday, October 23 · 11:00 – 11:30am

Time zone: America/New\_York

Google Meet joining info

Video call link: <https://meet.google.com/xhe-ngye-fxy>

Or dial: (US) +1 956-520-3670 PIN: 147 403 549#

More phone numbers: <https://tel.meet/xhe-ngye-fxy?pin=5307593152727>

**PLEASE NOTE: When dropping off a bid, please do not put bids in drop boxes on the outside of City Hall. Please call if you have any questions and need to drop off a bid.**

All additional proposal documents, requirements, addendums, specifications, and plans/drawings (if utilized) are available on the Purchasing page of the City of Flint's web site at <https://www.cityofflint.com/purchasing/>.

Effective immediately upon release of these Bidding Documents, and until notice of contract award, all official communications from proposers regarding the requirements of this Bid shall be directed to:

Lauren Rowley  
810-766-7340  
[lrowley@cityofflint.com](mailto:lrowley@cityofflint.com)

The City, or designee, shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this Bid. Addendum to this Bid may be developed and shared with all Vendors. Any other information of any kind from any other source shall not be considered official, and proposers relying on other information do so at their own risk.

**NOTICE TO VENDOR** Offers, subject to the conditions made a part hereof, will be received at this office, ***1101 S. Saginaw St., Flint, MI 48502 for the following:***

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City of Flint has partnered with BidNet as part of the [MITN Purchasing Group](#) (branded page link) to post bid opportunities to this site. As a vendor, you can register with the [MITN Purchasing Group](#) and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once the City of Flint has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies throughout Michigan. City of Flint looks forward to providing you with more bid information and simplifying the entire bid, proposal, and quote processes for everyone involved. We appreciate your cooperation and welcome your participation. If you need help registering, please call the MITN Purchasing Group support department toll free 1-800-835-4603 option #2.

Link to City of Flint open solicitations:

[MITN Purchasing Group](#) (branded page link)

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#### **INSTRUCTIONS TO VENDORS**

- 1) PRE-BID INFORMATION AND QUESTIONS:** Each bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing bids, Bidders are advised to rely only upon the contents of this Request for Proposals (RFP) and accompanying documents and any written clarifications or addenda issued by the City of Flint. If a Bidder finds a discrepancy, error or omission in the RFP package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Bidders. **THE CITY OF FLINT IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Finance Department of Purchases and Supplies before any pre-bid deadline (if specified) or at least one (1) week prior to the proposal opening date indicated on the front of this document.
- 2) RFP MODIFICATIONS:** The City of Flint has the right to correct, modify or cancel the RFP, in whole or in part, or to reject any Bid, in whole or in part, within the discretion of the City of Flint, or their designee. If any such changes are made, all known recipients of the RFP will be sent a copy of such changes. If any changes are made to this RFP document by any party other than the City of Flint, the original document in the City of Flint's files takes precedence.

3) **PROPOSAL SUBMISSION:**

- a) The Bidder must include the following items, or the proposal may be deemed non-responsive:
    - i) All forms contained in this RFP, fully completed.
  - b) Bids must be submitted to the Finance Department of Purchases and Supplies, City of Flint, 1101 S. Saginaw Street, Room 203, Flint, Michigan 48502 by the date and time indicated as the deadline. The Purchasing Department time stamp will determine the official receipt time. It is each Bidder's responsibility to insure that their proposal is time stamped by the Purchasing Department by the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, legal holidays as exception.
  - c) Bids must be enclosed in a sealed, non-transparent envelope, box or package, and clearly marked on the outside with the following: RFP Title, RFP Number, Deadline and Bidder's name.
  - d) Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Proposals (RFP), and that the Contractor understands and agrees to abide by each and all of the stipulations and requirements contained therein.
  - e) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the bid.
  - f) Proposals sent by email, facsimile, or other electronic means will not be considered unless specifically authorized in this RFP.
  - g) All costs incurred in the preparation and presentation of the bid are the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. All documentation submitted with the proposal will become the property of the City of Flint.
  - h) Proposals must be held firm for a minimum of 120 days.
- 4) **EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the Terms or Scope in the Request for Proposals. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the bid, the City of Flint will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Bids not meeting all requirements may be rejected.
- 5) **DUPLICATE BIDS:** No more than one (1) bid from any Bidder including its subsidiaries, affiliated companies and franchises will be considered by the City of Flint. In the event multiple proposals are submitted in violation of this provision, the City will have the right to determine which bid will be considered or, at its sole option, reject all such multiple proposals.
- 6) **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the date and time set for the opening of bids. No bid may be withdrawn after the deadline for submission.
- 7) **REJECTION/GOOD STANDING:** The City of Flint reserves the right to reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined by the City of Flint, or their designee, that the best interest of the City will be served by doing so. No bid will be considered from any person, firm or corporation in arrears or in default to the City on any contract, debt, taxes or other obligation, or if the Bidder is debarred by the City of Flint from consideration for a contract award pursuant to Section 18-21.5 (d) of Article IV of the "Purchasing Ordinance of the City of Flint".
- 8) **PROCUREMENT POLICY:** Procurement for the City of Flint will be handled in a manner providing fair

opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City. The City of Flint and their officials have the vested authority to execute a contract, subject to City Council and Mayoral approval where required.

- 9) **BID SIGNATURES:** Bids must be signed by an authorized official of the Bidder. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the City of Flint if the Bidder is determined to be the lowest Responsive and Responsible Bidder.
- 10) **CONTRACT AWARD/SPLIT AWARDS:** The City of Flint reserves the right to award by item and/or group of items. The Bidder to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the bid if a separate Agreement is required to be executed. After a final award of the Agreement by the City of Flint, the Contractor/Vendor must execute and perform said Agreement. All proposals must be firm for at least 120 days from the due date of the proposal. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommendation for award, then the City may recommend the next lowest responsive and responsible Bidder.
- 11) **NO RFP RESPONSE:** Bidders who receive this RFP but who do not submit a bid should return this RFP package stating "No Bid" and are encouraged to list the reason(s) for not responding. Failure to return this form may result in removal of the Bidder's name from all future lists.
- 12) **FREEDOM OF INFORMATION ACT (FOIA) REQUIREMENTS:** Bids are subject to public disclosure after the deadline for submission in accordance with state law.
- 13) **ARBITRATION:** Contractor/Vendor agrees to submit to arbitration all claims, counterclaims, disputes and other matters in question arising out of or relating to this agreement or the breach thereof. The Contractor's/Vendor's agreement to arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction to hear such matters. Contractor's/Vendor's obligation to submit to arbitration shall be subject to the following provisions:
  - a) Notice of demand for arbitration must be submitted to the City in writing within a reasonable time after the claim, dispute or other matter in question has arisen. A reasonable time is hereby determined to be fourteen (14) days from the date the party demanding the arbitration knows or should have known the facts giving rise to their claim, dispute or question. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim dispute or other matters in question would be barred by the applicable statute of limitation.
  - b) Within fourteen (14) days from the date that demand for arbitration is received by the City, each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any decision concurred in by a majority of the three shall be a final binding decision.
  - c) The final decision rendered by said arbitrators shall be binding and conclusive and shall be subject to specific enforcement by a court of competent jurisdiction.
  - d) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
  - e) This provision shall survive the expiration or termination of this Agreement in perpetuity.
- 14) **BID HOLD:** The City of Flint may hold bids for a period of one hundred twenty (120) days from opening, for the

purpose of reviewing the results and investigating the qualifications of bidders prior to making an award.

- 15) **NONCOMPLIANCE:** Failure to deliver in accordance with specifications will be cause for the City of Flint and they may cancel the contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor/Vendor.
- 16) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP:** Nothing contained in these documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 17) **ERRORS AND OMISSIONS:** Bidder is not permitted to take advantage of any obvious errors or omissions in specifications.
- 18) **INTERPRETATION:** In the event that any provision contained herein shall be determined by a court of competent jurisdiction or an appropriate administrative tribunal to be contrary to the provision of law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal having jurisdiction over this Agreement and the interpretation thereof, or the parties hereto, so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision.
- 19) **LAWS AND ORDINANCES:** The Bidder shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan, Genesee County and the City of Flint, applicable to the performance of this Agreement, including, but not limited to, labor laws, and laws regulating or applying to public improvement, local government, and its operational requirements.
- 20) **LOCAL PREFERENCE:** ~~Contractors/bidders located within the corporate city limits of Flint, Michigan may be given a seven percent (7%) competitive price advantage. Additionally, if the lowest responsible bidder is not located within the limits of the City of Flint, but is located within the County of Genesee, and said bidder does not exceed the bid of the lowest non-local bidder by more than three and one-half percent (3-1/2%), then said lowest Genesee County bidder may be determined to be the lowest responsible bidder, and make the award to such Genesee County bidder accordingly, subject to the approval of the City Council. If the lowest non-local bidder does not exceed that of any Proposers/bidders by (7%) inside the City of Flint or (3-1/2%) inside the County of Genesee, then the Purchasing Director shall be allowed to request that the lowest local vendor match the price offered by the lowest non-local vendor.~~
- 21) **MATERIAL WORKMANSHIP AND STANDARDS OF PERFORMANCE:** The Bidder agrees to exercise independent judgment and to complete performance under this Agreement in accordance with sound professional practices. In entering into this Agreement, the City is relying upon the professional reputation, experience, certification and ability of the Bidder by her/him/themselves or by others employed by her/him/them and working under their direction and control. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the Bidder maintaining her/his/their operating qualifications in accordance with the requirements of federal, state and local laws. All materials furnished must be new, of latest model and standard first grade quality, or best workmanship and design, unless otherwise expressly specified. Bidder, if required, must furnish satisfactory evidence of quality materials; offers of experimental or unproven equipment may be disregarded.
- 22) **MODIFICATIONS/CHANGES:** Any modification to this agreement must be in writing and signed by the authorized employee, officer, board or council representative authorized to make such modifications pursuant to the State law and local ordinances.
- 23) **NON-COLLUSION:** The Bidder acknowledges that by signing this document that she/he/they is/are duly authorized to make said offer on behalf of the company she/he/they represent(s) and that said bid is genuine and not sham or collusive and not made in the interests or on behalf of any person not therein named, and that

she/he/they and said bidder have not directly induced or solicited any other person(s) or corporation to refrain from responding to this solicitation and that she/he/they and said bidder have not in any manner sought by collusion to secure to themselves and said bidder any advantage over any other bidder.

- 24) **NON-DISCRIMINATION:** Pursuant to the requirements of 1976 P.A. 453 (Michigan Civil Rights Act) and 1976 P.A. 220 (Michigan Handicapped Rights Act), the local unit and its agent agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is unrelated to the person's ability to perform the duties of nondiscrimination provision identical to this provision and binding upon any and all contractors and subcontractors. A breach of this covenant shall be regarded as a material breach of this contract.
- 25) **SUBCONTRACTING:** No subcontract work shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.
- 26) **UNION COMPLIANCE:** Bidder agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services or personnel to be furnished by the City.
- 27) **WAIVER:** Failure of the City to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
- 28) **CITY INCOME TAX WITHHOLDING:** Contractor and any subcontractor engaged in this contract shall withhold from each payment to his employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions, as follows:
- a) Residents of the City:  
At a rate equal to 1% of all compensation paid to the employee who is a resident of the City of Flint.
  - b) Non-residents:  
At a rate equal to 1/2% of the compensation paid to the employee for work done or services performed in the City of Flint.
- These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a substantial and material breach of this contract.
- 29) **CONTRACT DOCUMENTS:** The invitation for proposal, instructions to proposal, proposal, affidavit, addenda (if any), statement of Bidder's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, technical specifications, and drawings, together with this agreement, form the contract, and they are as fully a part of the contract as if attached hereto or repeated herein.
- 30) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP WITH SUBCONTRACTORS:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 31) **EFFECTIVE DATE:** Any agreement between the City and the Bidder shall be effective upon the date that it is executed by all parties hereto.
- 32) **FORCE MAJURE:** Neither party shall be responsible for damages or delays caused by Force Majeure nor other events beyond the control of the other party and which could not reasonably have anticipated the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this

Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.

- 33) **INDEMNIFICATION:** To the fullest extent permitted by law, Bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Flint, including the Project Manager, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Flint, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Flint, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which may arise as a result of Bidder's acts, omissions, faults, and negligence or that of any of his employees, agents, and representatives in connection with the performance of this contract. Should the Bidder fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the cost that it incurs from the contract price forthwith. These provisions shall survive the termination or expiration of any agreement entered into as a result of this request.
- 34) **INDEPENDENT CONTRACTOR:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Bidder is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Bidder is not entitled to any benefits not otherwise specified herein.
- 35) **NO THIRD-PARTY BENEFICIARY:** No contractor, subcontractor, mechanic, material man, laborer, vendor, or other person dealing with the principal Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this contract, but each such person shall be deemed to have agreed (a) that they shall look to the principal Contractor as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal Contractor and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all rights to seek redress from the City under any circumstances whatsoever.
- 36) **NON-ASSIGNABILITY:** Contractor shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money due or to become due to Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- 37) **NON-DISCLOSURE/CONFIDENTIALITY:** Contractor agrees that the documents identified herein as the contract documents are confidential information intended for the sole use of the City and that Contractor will not disclose any such information, or in any other way make such documents public, without the express written approval of the City or the order of the court of appropriate jurisdiction or as required by the laws of the State of Michigan.
- 38) **RECORDS PROPERTY OF CITY:** All documents, information, reports and the like prepared or generated by Contractor as a result of this contract shall become the sole property of the City of Flint.
- 39) **SEVERABILITY:** In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.



- 40) **TERMINATION:** This contract may be terminated by either party hereto by submitting a notice of termination to the other party. Such notice shall be in writing and shall be effective 30 days from the date it is submitted unless otherwise agreed to by the parties hereto. Contractor, upon receiving such notice and prorated payment upon termination of this contract shall give to the City all pertinent records, data, and information created up to the date of termination to which the City, under the terms of this contract, is entitled.
- 41) **TIME PERFORMANCE:** Contractor's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.
- 42) **EVALUATION OF PROPOSAL:** In the City's evaluation of proposals, at minimum: cost, serviceability, financial stability, and all requirements set forth in this document shall be considered as selection and award criteria unless otherwise specified.
- 43) **PREVAILING WAGE:** When applicable, all work for this project, including that of any subcontractor or sub-subcontractor, must meet Davis-Bacon Act requirements and full prevailing wage. Information on Davis-Bacon reporting and requirements, including payroll reporting, can be found at: <https://www.dol.gov/whd/govcontracts/dbra.htm>
- 44) **INSURANCE & BONDS:** The bidder whose proposal is accepted will be required to furnish bonds and evidence of insurance within five days from date of Notice of Award. In case of failure or refusal on the part of the bidder to furnish bonds, if required, within the set period, the amount of deposit may be forfeited to the county and the contract may be awarded to the next lowest responsible bidder. Upon the notification of award and approval of the bond, the deposit will be returned to the proposer. The deposit of persons other than the one to whom and award is made will be returned to the person or persons making the proposal immediately after the contract and bonds have been executed.
- 45) **PROPOSAL SUBMISSION:** Proposals and all information requested of the vendor shall be entered in the appropriate spaces. Failure to do so may disqualify the vendor's offer. An authorized officer or employee of the bidder shall submit the proposal.
- 46) **PRICES:** Prices proposed shall be for new products in current production unless otherwise specified. Where refurbished or discontinued items are offered they must be clearly identified as such. Prices proposed shall be exclusive of any rebates due the City. Any rebates the City may be entitled to should be shown as a separate line item and include expiration date. Corrections and/or modifications received after the bid closing time specified will not be accepted. Unit prices prevail. All prices will be bid F.O.B. DESTINATION, INCLUDE ALL DELIVERY AND ANY ADDITIONAL CHARGES, and remain in effect as specified in the quotation.
- 47) **AWARD:** Unless otherwise stated in the proposal documents, the City cannot guarantee exclusivity of the contract for the proposed products or services. Award of the proposal shall be based upon a combination of factors, including but not limited to, adherence to proposal requirements, references and any other factors that may be in the City's best interest. The City reserves the right to reject any and all bids, and to waive any defect or irregularity in bids. The City reserves the right to accept and separate items in the bid; and to accept the proposal that in the opinion of the City is to the best advantage and interest of the public we serve. The City also has the right to re-solicit bids if it is deemed to be in the best interest of the City. The City reserves the right to reject low bids which have major deviations from our specification; to accept a higher quotation which has only minor deviations. By signing the bid, the vendor agrees to accept a split award unless the awarded vendor clearly indicates that it takes exception. The bid will be awarded to that responsible, responsive bidder whose proposal conforms to this solicitation, and will be most

advantageous to the City, with regard not only to price, but also to availability of product, location and quality of product considered.

The City reserves the right to award all line items, to make no award or to award on an individual line item basis, whichever is deemed to be in the best interest of the City.

Time of delivery may be a consideration in the award.

**48) ETHICS IN PURCHASING:** Bidders and proposers are required to comply with Flint City Ordinance 3865 in its entirety. It is incumbent upon and the responsibility of the bidder to become familiar with and comply with the Purchasing ordinances as outlined in 3865 covering chapter 18 of the Flint City Ordinances. Bidder/Proposer acknowledges in accordance with Flint City Ordinance Section 18-21.19 Ethics in Purchasing, any and all communication about the bid selection process should be directed to those City employees delegated with the authority with respect to all purchases of goods and services.

Bidder/Proposer acknowledges and agrees that while a procurement is pending, bidders and proposers shall not communicate about the solicitation with any City employee, agent, or elected official, other than the purchasing director or other City personnel identify in the solicitation. This means that bidder and proposer are prohibited from communicating orally or by written communications, including but not limited to voicemail messages, social media, email, in person, among any other form of communication while the award is pending, to the aforementioned, with the exception to those employees designated by the City. If you are unclear about the process, it is your duty and obligation to contact the designated employee(s) for clarification.

Violations of the ethics provision of the ordinance, without regard to if the violation rises to the level of a criminal violation, may subject the bidder or proposer to debarment.

**49) BID PROTESTS:** If Bidder/Proposal believe that they are aggrieved in connection with the solicitation or award of the purchase order or contract, they may protest the action to the City as outlined in Flint City Charter Section 18-21.15.

**THE FOLLOWING PAGES MUST BE COMPLETED AND INCLUDED WITH SUBMITTAL IN THE FOLLOWING ORDER.**

**Purchasing Checklist:**

- Exhibit A - Complete Proposal Submittal with detailed Summary of Pricing
- Exhibit B –Qualifications and Licenses Requirements
- Exhibit C – Disclosure of Supplier Responsibility Statement
- Exhibit D - List of References
- Exhibit E - Certificate of Insurance
- Exhibit F – Non-Bidder’s Response
- Exhibit G – City of Flint Affidavit



❖ EXHIBIT A - SUBMITTAL WITH DETAILED SUMMARY OF PRICING

**SCOPE OF WORK ATTACHED BELOW.**

## **EXHIBIT B - QUALIFICATIONS AND LICENSES REQUIREMENTS**

**Please give a synopsis of your qualifications and experience with this service:**

**Please list Licenses:**

**How long have you been in business?**

**Have you done business with the City of Flint?**

**If yes, please state the project name.**

## **EXHIBIT C – DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT**

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract, or subcontract, or in the performance of such contract or subcontract.

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2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack of business integrity or business honesty which affect the responsibility of the contractor.

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3. List any convictions or civil judgments under state or federal antitrust statutes.

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4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

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5. List any prior suspensions or debarments by any government agency.

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6. List any contracts not completed on time.

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7. List any documented violations of federal or state labor laws, regulations or standards, or occupational safety and health rules.

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**❖ EXHIBIT D – LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM  
THE LAST 5 YEARS**

Providing the following contact information enables the City of Flint to contact those accounts as references.

**Reference #1:**

Company/Municipality: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type of Project: \_\_\_\_\_  
\_\_\_\_\_  
Project Timeline (Dates): \_\_\_\_\_ Budget: \_\_\_\_\_

**Reference #2:**

Company/Municipality: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type of Project: \_\_\_\_\_  
\_\_\_\_\_  
Project Timeline (Dates): \_\_\_\_\_ Budget: \_\_\_\_\_

**❖ EXHIBIT D – LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM  
THE LAST 5 YEARS (CONTINUES)**

**Reference #3:**

Company/Municipality: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Project: \_\_\_\_\_

\_\_\_\_\_

Project Timeline (Dates): \_\_\_\_\_ Budget: \_\_\_\_\_



## ❖ EXHIBIT E – CERTIFICATE OF INSURANCE

### INSURANCE REQUIREMENTS

The Contractor shall notify all insurance agents and companies retained by the Contractor that these insurance requirements shall be included in any Agreement between the Contractor and the City of Flint.

The Contractor shall purchase and maintain, at its sole expense and as long as it is providing services to the City, the following insurance coverage:

Commercial General Liability - Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

Minimum Limits:

- \$1,000,000 per occurrence/\$2,000,000 general aggregate
- \$2,000,000 aggregate for products and completed operations
- \$1,000,000 personal and advertising injury

Automobile - Michigan "no-fault" coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

Minimum Limits:

- No-fault coverages - statutory
- \$500,000 per person/\$1,000,000 per accident - bodily injury
- \$500,000 per occurrence - property damage
- A combined single limit of \$1,000,000 per occurrence

Workers' Compensation and Employer's Liability- Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.

## ❖ EXHIBIT E – CERTIFICATE OF INSURANCE (CONTINUES)

Minimum Limits:

- Workers' Compensation - statutory
- Employer's Liability - \$100,000 each accident/\$100,000 disease - each employee
- \$500,000 disease - policy limit

Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Contractor or any of its subcontractors. Coverage shall be effective upon the date of the Agreement and shall remain effective for a period of three (3) years after the date of final payment thereunder. Such coverage shall be endorsed to include any subcontractors hired by the City.

Minimum Limits:

- \$1,000,000 per occurrence, \$1,000,000 annual aggregate

Insurance coverage shall cover all claims against the City of Flint, its officials and employees, arising out of the work performed by the Contractor or any subcontractors under the Agreement. Should any work be subcontracted, it shall be the responsibility of the Contractor to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Contractor shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of B+, VIII or better from AM. Best Company. Certificates of insurance with a thirty-(30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under the Agreement. Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the City.

The City reserves the right to request a complete certified copy of the policies for the above coverage's.

Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with the Agreement or any amendments thereto.

Depending on the subject matter of the transaction, the City may require other insurance coverage in addition to the coverage's contained herein.

***THE BID NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES***

❖ EXHIBIT F – NON-BIDDER'S RESPONSE

VENDOR'S NAME: \_\_\_\_\_

**NON-BIDDER'S RESPONSE**

For the purpose of facilitating your firm's response to our invitation to bid, the City of Flint is interested in ascertaining reasons for prospective bidder's failure to respond to "Invitations to Bid". If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and return this form to the above address.

We are **not** responding to this "Invitation to Bid" for the following reason(s):

\_\_\_\_\_ Items or materials requested not manufactured by us or not available to our company.

\_\_\_\_\_ Our items and/or materials do not meet specifications.

\_\_\_\_\_ Specifications not clearly understood or applicable (too vague, too rigid, etc.).

\_\_\_\_\_ Quantities too Small.

\_\_\_\_\_ Insufficient time allowed for preparation of bid.

\_\_\_\_\_ Incorrect address used. Our correct mailing address is:

\_\_\_\_\_

\_\_\_\_\_ Our branch / division handles this type of bid. We have forwarded this bid on to them but for the future the correct name and mailing address is: \_\_\_\_\_

\_\_\_\_\_ **OTHER:** \_\_\_\_\_

\_\_\_\_\_

**Thank you for your participation in this bid.**

**AFFIDAVIT FOR INDIVIDUAL**

STATE OF \_\_\_\_\_

S.S.

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn,  
deposes and says that they are the person making the above bid; and that said bid is genuine and not sham or collusive, and is not made in the interest of or on behalf of any person not therein named, and that they have not directly or indirectly induced or solicited any bidder to put in a sham bid; that they have not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that they have not in any manner sought by collusion to secure themselves any advantage over other bidders.

Subscribed and sworn to before me at \_\_\_\_\_, in said County and State,

this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_,

\_\_\_\_\_

\*Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission expires \_\_\_\_\_, 20\_\_\_\_\_

❖ EXHIBIT G – CITY OF FLINT AFFADAVIT

FOR CORPORATION

STATE OF \_\_\_\_\_

S.S.

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says that she/he/they  
is \_\_\_\_\_ of \_\_\_\_\_

(Official Title)

(Name of Corporation)

a corporation duly organized and doing business under the laws of the State of \_\_\_\_\_  
the corporation making the within and foregoing bid; that they executed said bid in behalf of said corporation by  
authority of its Board of Directors; that said bid is genuine and not sham or collusive and is not made in the  
interests of or on behalf of any person not herein named, and that they have not and said bidder has not directly  
or indirectly induced or solicited any other person or corporation to refrain from bidding; that they have not and  
said bidder has not in any manner sought by collusion to secure to themselves or to said corporation an advantage  
over other bidders.

Subscribed and sworn to before me at \_\_\_\_\_, in said County and State,  
this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_\_,

\_\_\_\_\_

\*Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_

## **1: Introduction and Instructions**

### **1.1 Purpose of the RFP**

This Request for Proposal (RFP) is issued by the City of Flint, MI (hereinafter referred to as the “City”). The purpose of this RFP is to secure a contract with a qualified golf course operator (Proposer) to operate, maintain, and market the City’s Golf Courses, known as Swartz Creek Golf Course, the corresponding clubhouse, and the Kearsley Lake location. Services would include, but are not limited to the following:

- Providing high-quality, state-of-the-art golf course operations with an emphasis on excellent course playability and an exceptional level of customer service.
- Maintaining the golf course and all related facilities to preserve and enhance the City’s investment.
- Operating and managing the pro shop, facility, and golf cart operation.
- Providing food, refreshments, and event catering service in the clubhouse and on the course.
- Promoting and marketing the course to improve the City’s market share.
- Initiating and continuing new programs and services to increase usage of the golf system.

The successful Proposer shall be an independent contractor and shall furnish all management, supervision, labor, and all other services, as required by the City, consistent with generally accepted operations of a public golf course facility. It is the desired goal of the City to have an executed agreement with the successful Proposer by March 30, 2024.

### **1.2 City Goals**

The City desires to continue to provide a high-quality and well-maintained public golf facility with competitive fees and a customer service level commensurate with the best public access golf course in the region. The City has identified the following goals:

- Provide the citizens of Flint City with a great and affordable customer experience.
- Achieve revenue growth for Swartz Creek and Kersley Golf Course.
- Recognize the potential of a long-term lease agreement in future years.
- Eliminate or reduce future taxpayer support for golf course operations.
- Ensure that the golf course assets (both existing and new) are properly maintained.
- Develop highly effective customer communication and marketing initiatives.
- Evaluate and implement leagues, tournaments, outings, and other types of organized play and programming while maintaining good public access to the course.

**1.2 RFP Schedule of Events**

This schedule of events represents the City’s best estimate of the schedule that will be followed for this RFP. If a component of this schedule such as the deadline for receipt of proposals is delayed, the rest of the schedule will be shifted appropriately:

The approximate RFP schedule is as follows:

RFP Issued	October 2023
Proposals Due	November 2023
Proposal Reviews/Interviews	December 2024
City Council Review	January -February 2024
Execute Contract	March 2024

**1.3 Tour of Course**

Proposers are invited to tour the courses. Self-guided tours will be made available upon request. Please call or email Planning and Development Parks, Gavin Bodnar (810)766-7426 ext. 3005, or email [gbodnar@cityofflint.com](mailto:gbodnar@cityofflint.com) and indicate the number of people attending for your company.

**Section 2—Scope of Services**

**2.1 Scope**

The City is seeking individual operators, joint ventures, or firms who are interested in operating and maintaining the City’s “Swartz Creek and Kersley” Golf Course, along with the corresponding SC clubhouse.

*The City, at its sole discretion, will select the proposal deemed in the City’s best interest.*

Proposals from responsible firms or teams must include a business plan for managing golf operations and related services (including but not limited to golf course, pro shop, concessions, and special events), handling all maintenance needs (including detailed maintenance standards and specifications), excelling at customer service, effectively marketing the golf facility, and hiring and supervising all staff.

Proposers to this RFP must demonstrate substantial experience in the operation and maintenance of a golf course, and sufficient financial capability to operate and maintain the facility. The management agreement will be administered by the City.

The City expects that the course will feature reasonable playing conditions and continue to be operated as an accessible, affordable, and user-friendly golf facility for players of all ages and skill levels. The City also expects the operator to furnish an adequate number of Golf Carts for use by players, for each course, and an adequate number of Mowing and maintenance equipment to ensure that the course is maintained in exceptional condition.

## **2.2 Operating Experience/Minimum Qualifications**

The Proposer must be an established firm in the business with at least 7 years of experience in managing golf course operations. Upon request, during the proposal evaluation phase, the Proposer shall furnish to the City such additional information necessary to satisfy the City that the Proposer has the necessary experience, expertise, competent and qualified personnel, and adequate equipment, including but not limited to golf carts and mowing equipment, to perform all requirements of managing and maintaining the golf course in the event of an award. Failure to provide the requested information in sufficient form necessary to satisfy the City that the Proposer has the ability to perform the work will result in its proposal being rejected.

## **Section 3—Proposal Format and Content**

### **3.1 Submittal Requirements**

The submittal must contain the following information:

In order to provide each firm with an equal opportunity for consideration, adherence to a standardized proposal format (for each proposal option) is required. The format of your proposal must contain the following elements organized into separate chapters and sections. Failure to adhere to this format may result in the disqualification of your proposal(s).

- Title Page and Table of Contents
- Operations and Business Plans
  - Golf course management
  - Grounds maintenance
  - Golf course marketing
- Operating Experience/Project Team(s) Qualifications/Financial Capability
- Financial Reporting and Accountability
- Detailed Financial Proposal
- Annual Operating Budget—Expense/Revenue
- Comparable Municipal References

Consortiums, joint ventures, or teams submitting proposals must establish contractual responsibility that rests solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team.



#### A. Title Page and Table of Contents

The proposal should begin with a title page bearing the name and address of the Proposer and the name and number of this RFP. This should be followed by a table of contents for the proposal. Information that is claimed to be confidential, is to be identified after the Title Page and before the Table of Contents.

#### B. Operations/Business Plan

Proposers must provide the outline of a detailed operations/business plan for the future operation of the City's municipal golf course.

#### C. Operating Experience

Proposers should submit a detailed description of the Proposer's professional qualifications, demonstrating extensive experience in the management, maintenance, and operation of golf and food and beverage facilities. Include the names and addresses of all corporate officers of the entity submitting the proposal.

#### D. Financial Reporting and Accountability

The Proposer should have a demonstrated record of financial responsibility commensurate with the obligations contemplated under this RFP. Proposers should include:

- Previous two years of certified or audited financial statements or statements prepared in accordance with standard accounting procedures.

#### E. Financial Reporting and Accountability

Proposers shall demonstrate how they propose to ensure full deposit and accountability for all revenue and provide sample reports.

#### F. Annual Operating Budget—Expense/Revenue

Management contract Proposers must include proposed expense/revenue projections for the first two years of operations under the contract.

##### Staffing Plan

Proposers should include an organizational chart showing all full-time and part-time positions planned, denoting the salary ranges or wage scales and the employee benefits for each position.

#### G. Other Required Elements of Operations/Business Plan Submission.

- Description of marketing/promotion plan (including yield management) and Flint/Genesee County resident discount.

- Description of player development programs including a plan to work with local under-resourced youth, Flint Junior Golf League, female players, and senior citizens.
- Description of food and beverage operations (hours of operation and policies/procedures for sale of alcoholic beverages).
- Pro shop operations (hours of operation, merchandising, and services plan).
- Golf course lawn equipment plan, including, but not limited to, necessary quantities of golf carts, mowing equipment, and other items necessary for maintenance and operation, for each course and proving, at the time the proposal is submitted, that all equipment will be available prior to execution of the contract.

#### H. References

Proposers should attach a list of professional references associated with municipalities with which the Proposer is currently managing or leasing. Reference must be able to describe such matters as the Proposer's financial and operational capability. Include the name of the reference City and course, a description of the nature of the listed reference's experience with the Proposer, and the name, title, address, telephone number, and email address of a contact person at the reference entity.

Proposers shall attach a list of all golf facilities that they have managed/leased in the last ten years, including current contracts. Include the name, type (municipal, daily fee, private), and location of the facility; a description of the nature of the business relationship with the facility; length, current status of the contract, and reason(s) for termination (if applicable).

Additionally, Proposer must have and demonstrate in its proposal:

- Minimum of five years of experience in the following golf-related fields:
  - Marketing and promotion of municipal golf course.
  - Customer service.
  - Pro shop operations.
  - Golf instruction programs. Including youth programs.
  - Player/customer development programs.
  - Merchandise sales.
  - Golf cart operations and appropriate quantity of carts for each course.
  - Environmentally friendly golf course maintenance practices.
  - Food and beverage operations.
  - Financial reporting.

A professional manager with the experience to operate, manage, and supervise the Pro Shop, Pro Shop employees, and to plan and implement tournaments, outings, merchandise selection and sales, and golf instruction programs. The City requests the successful Proposer offers the opportunity for

an employment interview to current municipal golf employees and that any current employees deemed appropriate by the successful Proposer be retained.

A competent record of employment or history of contract service in the operation of a similar golf facility as verified and supported by references, letters, and other necessary evidence from all employers public or private.

## Attachments

### Attachment A: Performance Expectations

#### General Municipal Golf Course Requirements

##### A. Responsibilities, Policies, and Procedures

- The course shall be operated as a public facility in a nondiscriminatory manner.
- The successful Proposer will provide course maintenance and day-to-day conditions of the highest standards.
- The successful proposer will be responsible to develop and implement a robust and effective marketing program that produces positive results in terms of growth of golf rounds purchased, cart rentals, as well as concession and event sales, pro shop sales, and instructional programs.
- The golf course and concession operations shall be open on a daily basis, from dawn to dusk, with the exception of closures due to inclement weather conditions. Scheduled maintenance days shall require approval from the City Supervisor.
- The successful Proposer will be responsible for maintenance and daily custodial cleaning of the clubhouse facility at quality standards.
- The successful Proposer will be responsible for maintaining and cleaning the maintenance facility that include the maintenance shop, equipment and parts storage, and offices.
- The successful Proposer will be responsible to maintain all areas of the golf course facility litter and trash-free, including the parking lot, clubhouse area, ponds, and the golf course proper.
- The successful Proposer will be required to cooperate with the City during special events and other unanticipated eventualities.
- Establish and maintain effective working relationships with the employees, City officials, golf patrons, and the general public.
- The successful Proposer will be responsible for regular pest control inspections and extermination, in compliance with all Michigan Department of Agriculture regulations concerning pesticide applications and nutrient management.
- Smoking in any building is strictly prohibited. The successful Proposer will be required to adhere to and enforce this policy.
- The successful Proposer will obtain and maintain all alcohol licenses and permits necessary for operation on the golf course

## B. Operations/Programming

The successful Proposer shall:

- Create and maintain a quality golfing experience for the public.
- Implement customer service practices that will enhance and maintain the satisfaction of patrons, including, but not limited to, ideas to promote faster speeds of play. These practices shall be outlined in the proposal.
- Not permit use of the golf course without a reasonable charge for such use.
- In addition to general operation and management staff, provide course marshals, starter, and courtesy cart services.
- Implement innovative and effective player development programs.
- Develop and implement marketing and promotion programs that will effectively improve the City's market share in the local/regional golf market, and to employ yield management strategies to encourage play during traditional slow play periods.
- Continue to enhance the facility's existing leagues as a mechanism to promote increased activity and group camaraderie at the facility.

## C. Operating Revenues and Expenses—Reporting and Audit

The successful Proposer will be required to submit monthly financial reports at a level of detail and in a format approved by the City. At the end of each operating year, the successful Proposer will be required to submit audited financial statements for the past year. The successful Proposer will be required to maintain cash handling and revenue control systems to ensure the accurate and complete deposit and recording of all revenues, in a form and manner acceptable to the City. Provide all accounting procedures requested by the City.

## D. Food and Beverage Operation

The successful Proposer shall:

- Offer a quality food and beverage operation, including the indoor concession operation at the clubhouse.
- Explain in detail its plans for operating this facility, including proposed hours of operation and the types of merchandise, food, and beverages that will be sold.
- Attach a comprehensive company policy covering the distribution and consumption of alcoholic beverages as part of this proposal.

## **Attachment B: Management Agreement Criteria**

### **Basic Requirements for Management Contract**

Prior to the commencement of the contract, the successful firm shall work cooperatively with the City's staff to further clarify the intended goals and purpose of the management contract, discuss and clarify any issues, gain an understanding of City operations, and establish responsibilities and timeframes.

The successful Proposer will assume responsibility for the following operations associated with the City's golf course on an annual basis:

Formulating and implementing business plans, maintenance, and operating programs, and budgets to be submitted to the City for approval for each fiscal year.

Developing recommendations for green and cart fees, subject to City approval, and indexed to local or regional competitive golf facilities of similar type and quality.

Setting of fees will be subject to a negotiation process and partnership between the City and the successful proposer.

Procuring and maintaining all equipment used in operation of the golf facility, including maintenance vehicles and equipment.

Purchasing of all supplies, consumables, etc., for use in the operation of the golf course.

Communicating with the City monthly, or as deemed necessary by the City, to review operations, expense/revenue reports, marketing/promotion programs, repair and improvement projects, long-range plans, etc.

Presenting quarterly reports for both maintenance and expense/revenue reports to the City Supervisor and Treasurer.

City retains responsibility for the following:

- Administration of all terms and conditions of the contract.
- Approval of all fees based on proposals from the management company.
- Monitoring maintenance performance according to agreed-upon standards, specifications, and operating policies.
- Annual approvals of operating and capital budget.
- Prior approval of any and all expenses not budgeted.
- Prior approval of any alterations to existing facility and partnering on facility improvement projects.

## Attachment C: Proposers Questionnaire

The Proposer recognizes that in selecting a company/agent, The City of Flint will rely, in part, on the answers provided in response to this questionnaire. Accordingly, Proposer warrants to the best of its knowledge that all responses are true, correct, and complete. The City of Flint reserves the right to contact each, and every reference listed below and shall be free from any liability to the Proposer for conducting such inquiry.

### Company Profile

Number of Years in Business: \_\_\_\_\_

1. Number of Employees: \_\_\_\_\_ (company-wide)  
Number of Employees: \_\_\_\_\_ (servicing location)
2. Annual Sales Volume: \_\_\_\_\_ (companywide)  
Annual Sales Volume: \_\_\_\_\_ (servicing location)
3. State that you will provide a copy of your company's audited financial statements for the past two (2) years.
4. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
5. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with The City of Flint.
6. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.