



Sheldon Neeley
Mayor

REQUEST FOR PROPOSALS

PROPOSAL NO. 24000548

Publish Date: 6/11/24

SCOPE OF WORK:

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

GOLF COURSE MANAGEMENT SERVICES

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.

Questions

All written questions shall be directed Lauren Rowley, Purchasing Manager by **Wednesday, June 19, 2024, by 10am EST** to lrowley@cityofflint.com.

Pre-Bid Conferences and Walkthroughs

Mandatory pre-bid conferences & walkthroughs for the Swartz Creek & Kearsley Golf Courses will be held **Monday, June 17, 2024**, starting at the Swartz Creek Golf location at **1902 Hammerberg Rd, Flint, MI, 48502 at 10:00am EST** and ending at the Kearsley Golf Course **at 4266 E. Pierson Rd, Flint, MI, 48506**. All inquiries regarding the conferences shall be sent to Gavin Bodnar, Parks Coordinator at gbodnar@cityofflint.com. Failure to attend may result in disqualification of your bid.

Bid Submission Requirements

1. The mail in **HARD COPY** with the original signature (signed documents) must be received by **Monday, July 15, 2024, 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 by **Monday, July 15, 2024, 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 2nd floor of Flint City Hall. The public is welcome to join in person or via Google Meet.

Bid Opening - Golf Course Management

Monday, July 15 · 11:00 – 11:30am

Time zone: America/New_York

Google Meet joining info

Video call link: <https://meet.google.com/poh-afsc-cue>

Or dial: (US) +1 567-307-4393 PIN: 602 538 055#

More phone numbers: <https://tel.meet/poh-afsc-cue?pin=3227239075301>

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

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:***

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. The 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)

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 an 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 SEPARATELY.

1. Failure to use this bid form shall result in bid disqualification.
2. Failure to bid on all items shall result in an "incomplete bid" determination.
3. List value-added considerations on a separate sheet of paper.
4. All bid pricing to include shipping and freight charges.

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE BID

The undersigned hereby certifies, on behalf of the respondent named in this Certification (the "Respondent"), that the information provided in this offer submitted to the City of Flint, Department of Purchase and Supplies is accurate and complete, and that I am duly authorized to submit same. I hereby certify that the Respondent has reviewed all documents and requirements included in this offer and accept its terms and conditions.

Terms: _____ Fed. ID #: _____

Company (Respondent): _____

Address: _____

City, State & Zip Code: _____

Phone / Fax Number: _____ FAX: _____

Email: _____

Print Name and Title: _____

(Authorized Representative)

Signed: _____

(Authorized Representative)

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.

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.

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

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.

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

6. List any contracts not completed on time.

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

**❖ 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 _____



**CITY OF FLINT
DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES
REQUEST FOR PROPOSALS**

**RFP NO# 24000548
GOLF COURSE MANAGEMENT, OPERATION AND MAINTENANCE OF
SWARTZ CREEK AND KEARSLEY
GOLF COURSES**

City of Flint Parks: Emily Doerr

EVENT / ACTIVITY	DUE DATE / TIME
ADVERTISEMENT DATE	Monday, June 10, 2024
PRE-PROPOSAL CONFERENCE	Monday, June 17, 2024, at 10:00am Location: Swartz Creek Golf Course 1902 Hammerberg Rd, Flint MI 48503 Ending at Kearsley Golf Course, 4266 Pierson Rd, Flint, MI, 48506
QUESTIONS DUE	Wednesday, June 19, 2024, at 10am EST
ANSWERS DISTRIBUTED	TBD
PROPOSAL DUE DATE *	July 15, 2024 @ 11:00am EST



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Section 1. Project Summary and Background

1.1. PROJECT REQUEST

The City of Flint Department of Community and Business Services requests proposals from qualified Respondents to provide Management Services for the Operation, Management and Maintenance of Kearsley and Swartz Creek Golf Courses as set forth in this RFP.

1.2. BACKGROUND/DESCRIPTION OF ENVIRONMENT

The City of Flint owns and operates two (2) golf courses – Swartz Creek and Kersley Golf Course

Swartz Creek Golf Course is located at 1902 HammerbErg Rd in Flint MI. Swartz Creek is an 18-hole and 9-hole golf course. There is a clubhouse that is utilized for events and adjoined small pro shop and bar and grill that includes snack bar with food and beverage service.

Kearsley Golf Course is located at 4266 E Pierson Rd in Flint, MI. This course is an 18-hole, Par 71 with 6555 yards and a 70.8 slope rating. Kearsley features a clubhouse with second level apartment that includes a full bath.

The city acknowledges the necessity for capital improvements at each course and is ready to invest in the courses managed by the selected Vendor.

1.3. AWARD CLAUSE INCLUDING RENEWAL OPTIONS

If a contract is awarded because of this RFP, it will be a City of Flint **Contract (Attachment E)**. **The term of the contract will be for two (2) years.** Any renewal option exercised under this contract is effective only after the necessary city approvals and signed by the Mayor. **The City anticipates one or multiple awards as a result of the RFP.**



Section 2. Statement of Work

2.1. SERVICES TO BE PERFORMED

The Respondent shall provide the City with Golf Course management services, including operation, maintenance and concessions at the courses as outlined below:

COURSE & SITE MAINTENANCE

- Maintain golf courses to include fertilizer and pesticide applications, cutting heights, trimming, rolling greens, topdressing, aeration, and all items in accordance with industry standards.
- Inspect all components of the golf courses to ensure quality levels are maintained in accordance with USGA maintenance standards.
- Develop fertilizing and seeding program, greens, tees and fairway maintenance program as well as irrigation and drainage program.
- Provide all season opening and closing tasks to adequately open and close for the season, including the winterization of building and course irrigation systems.
- Provide necessary equipment to maintain tees, fairways, and greens to industry Standards
- Keep all equipment clean, in good working condition, and presentable at all times.
- Replace dead and damaged trees, shrubs and flowers as needed and/or as identified by Community Services Department.

Adhere to all legal requirements and safety regulations in the use and storage of chemicals, PPE, hazardous materials, supplies and equipment according to Local, State and Federal laws.

- Maintain golf maintenance facilities, yards, shelters, and pump houses in a clean, orderly and safe condition.
- Maintain bridges, boardwalks, and approaches in a safe, stable condition.
- Maintain walkways, steps, handrails on walkways and cart paths in a clean, edged, safe and weed-free condition.
- Upon the end of the contract term or upon early termination of the contract, the vendor shall return the courses to the same or better condition as at the start of the contract.

STAFFING

- Provide necessary staff to cover all aspects of operating and maintaining the golf courses, including but not limited to staff for Office, Grounds Crew, Rangers, and Maintenance,
- Maintain employer ID number for all staff wages/salaries
- Maintain workers compensation insurance
- Maintain public liability and property damage insurance
- Hire and compensate all qualified personnel

Supervise and direct all personnel to include completing work schedules and evaluating employee performance

- Ensure that all employees working at Golf Course are in company uniform while on duty
- Maintain an onsite presence with offices in the clubhouse



Respondents shall provide the City of Flint with a proposal for Golf Course Management Services:

1. A proposal with the Respondent furnishing golf equipment such as golf carts (motorized or electric), mowing equipment, clubs, golf balls etc. and
2. A proposal with the City furnishing equipment such as golf carts and mowing equipment.

The successful Respondent shall submit a proposal that outlines a plan to assume all operations at the City's two (2) golf courses, which includes

- Providing a detailed staffing plan indicating the type and quantity of the various positions your firm feel is necessary to provide the services required, including:
 - Office staff
 - Grounds crews
 - Rangers
 - Starters
 - Maintenance crew
 - Golf professionals
- Description of your experience relative to golf course management and operation services.
- Provide your background and organizational structure including a brief history of the firm.
- Provide specific examples of your golf course management experience. Include a minimum of two (2) comparable examples. The examples must be contracts in which your firm provided continuous management services for two years or more. (Before and After pictures are encouraged)
- Include experience / qualifications your firm has in managing municipal golf courses.
- Provide a complete list of similar contracts for golf course management and operations held for the last ten years, including facility name, contact person, phone number, email address and years of service.
- Overall statement of operational plans for the golf courses and other responsibilities that indicates how your firm will provide operations and management services. The firm must state fully the proposed operational concepts, detailed concept and plans regarding the following:
 - a. Course Maintenance and capital improvements including extent and caliber of proposed improvements, method of constructing and City involvement.
 - b. Golf Cart Rental Program
 - c. Food and beverage service
 - d. Pro Shop Operation
 - e. Golf Professional and Instruction
 - f. Junior Golf Program



- g. Special Events
- h. Driving Range
- i. Leagues
- j. Grounds Maintenance
- k. Brand Campaign, Public Relations and Marketing
- l. Other

- Provide your procedures for conducting evaluations and reviews that result in implementation of improvements in operations and financial performance.
- Description of grounds maintenance experience including technical expertise to manage turf effectively, especially on golf course greens, tees, and fairways. Attach sample of maintenance conditions and duties performed in a report which you would submit to the city weekly, monthly and/or annually.
- Description of your firm's public relations and marketing policy. Explain how it will help to ensure superior service and effective promotions for public satisfaction and increased revenues. Submit samples of past marketing campaigns.
- Description of your Pro Shop operations experience including technical expertise on managing all golf operations including pro shop, tee times, etc.
- Provide resumes with the background and experience of organization's key personnel including but not limited to: director of golf operations, golf manager, assistant golf manager, golf pro, greens superintendent, assistant greens superintendent.

All Respondents shall provide:

- Detailed experience with providing and/or creating golf programs in urban communities.
- A detailed approach for providing and/or creating youth golf programs.
- A sample campaign to increase membership.

2.2. OPERATIONAL INFORMATION / CAPITAL REPAIRS

Awarded Contractor will work closely with City agency staff.

The Respondent is expected to provide service in accordance with the terms of the executed contract and under the rules, regulations, and supervision of the City.

The Respondent should provide a sample marketing plan, programming schedule, tee sheet management and customer service plan that integrates use of technology.

ADDITIONAL MANAGEMENT DUTIES

- Supervise and oversee the operation of the food concession
- Operate pro shop and provide golf related merchandise for pro shop
- Organize and promote member tournament, a junior golf program and other activities as determined by DBCS



- Organize club championship golf tournaments
- Organize and provide community-oriented events with Community Services approval
- Provide golf instruction as desired
- Other golf course management duties as determined by DBCS
- Advertise and Market the golf courses

FINANCIAL & PERFORMANCE REPORTS

- Financial reports: during the contract term, the vendor shall deliver to the City within twenty-one (21) days after each month end a monthly report/ reconciliation for all the sales (including golf, food and beverages and retail related sales). The monthly report/ reconciliation shall be supported by detailed Point of Sale system reports, copies of bank deposits slips including but not limited to monthly system generated tee times utilization reports.
- Arrange for a Certified Public Accountant (CPA) to prepare an annual financial report on the books. Such financial report shall be submitted to DBCS no later than sixty (60) days after the end of the City's fiscal year.
- Provide an operating schedule for each course and proposed fee structure to Department of Business and Community Services ("DBCS").
- Collect all fees and revenues on behalf of the City - including all golf play, concessions, pro shop sales, driving range fees, rentals, golf instruction, etc. Remit all fees and revenue.
- Maintain all golf course expenditures, revenues, and related financial records.
- Provide monthly financial statements along to the Accounting Section of DBCS.
- Provide monthly golf course activities report to the DBCS including number of rounds played, tournaments, etc.

In performance of these services, Respondents shall build revenue, control costs, and maximize cash flow to the City.

IMPROVEMENTS, REPAIRS & OPERATIONS

The City of Flint understands that major capital repairs/improvements to the properties will be necessary during the contract term. The City shall be responsible for all Capital Improvements at the Golf Courses. Capital Improvement shall include any building, site, golf course or parking lot improvement or repair that is:

1. Not considered routine/ daily maintenance
 2. That exceeds the cost of \$5,000 in any one instance.
 3. Is considered a Capital Improvement in the sole discretion of DBCS
 4. The City may or may not make an such Capital Improvements at its sole discretion.
- Capital repairs/improvements DO NOT include required routine repairs and maintenance to buildings, grounds and courses and improvements to the greens, fairways, roughs, cart paths, fencing and buildings, regardless of the dollar value. Any such routine maintenance and improvements are the sole responsibility of the vendor.



- The City may, at its sole discretion, authorize the vendor to complete Capital Improvements as directed by the City and offset the costs of such Capital Improvement from revenues that the Vendor would otherwise transfer to the City.
- The City shall be responsible for the payment of all utilities for the Golf Courses, including but not limited to water, sewerage, drainage, electricity, gas, phone, and internet.
- The successful vendor, after securing approval and specifications from the DBCS Director, shall make any and all alterations, additions and/or improvements at locations that may be required by the nature of the operation, by state laws, city ordinances and regulations.
- The City shall be responsible for providing the Vendor with any and all supplies and equipment needed to manage, operate and maintain the Golf Courses. The City may procure such supplies and equipment itself or require the Vendor to secure such supplies and equipment and bill the City as a reimbursable expense. The City shall decide, in its sole discretion, what supplies, and equipment shall be provided to the Vendor for use/resale and when such supplies and equipment will be provided. All supply and equipment purchases shall be submitted in writing to the Department of Business and Community Services prior to any costs being incurred.
- Respondent shall maintain inventory records for all equipment and supplies and provide records to the City upon request.
- Respondent cannot assign, subcontract, or transfer any rights or any part thereof of the agreement unless approved in writing by DBCS.
- The Respondent must permit representatives of DBCS and/or such other representatives that the City of Flint may select to make inspection of the successful vendor equipment and review subcontracts to procure items needed for golf course management, where applicable, at such time(s) it deems necessary.

2.3. PAYMENT & PERFORMANCE BOND (Construction)

The successful respondent(s) must furnish a payment and performance bond in the amount of 100% of the contract value specified in the contract guaranteeing the contract will be accepted if tendered an award. Bonds must be submitted when construction is performed on the site.

Section 3. Proposal Evaluation and Selection Process

3.1. MINIMUM QUALIFICATIONS

Proposals will only be accepted from those Respondents demonstrating a minimum of two (2) years of golf course management experience. Respondents must have a minimum of one (2) comparable contract of managing Municipal golf courses.

- Comparable examples must include contracts in which the vendor provided continuous services for three (2) or more years.
- Experience must include operating a golf course with respect to the following factors:
 - Grounds maintenance – the technical expertise to manage turf effectively, especially on golf course greens, tees, and fairways, is essential.



- Public relations and marketing – as a public facility, the City is committed to maintaining excellent relationships with its patrons and the general public.
- Respondent must be able to provide superior services and effective promotions to satisfy the public and increase revenues.
- Pro Shop Operations – the technical expertise to operate all golf operations including Pro Shop, tee times, etc.
- At least one (1) Greens Superintendent to be a Class A
- **Desired:** (1) PGA Golf Professional or LPGA Golf Professional or 15 years’ experience

3.2. ADHERENCE TO TERMS OF PROPOSALS

A proposal once accepted by the City of Flint, may become a binding contractual obligation of the Respondent. The failure of a successful Respondent to accept this obligation and to adhere to the terms of the Respondent’s proposal may result in rejection of the proposal and the cancellation of any provisional award to the respondent. Respondents are not permitted to take advantage of any errors or omissions in specifications since full instructions will be given should they be discovered before bid submission date.

3.3. QUESTION DEADLINE

Adhere to Purchasing Department’s directions and deadline and question submissions.

3.4. EVALUATION CRITERIA

Criteria 1 – Respondent Experience / Organization (Attachment A – Part 1)

Criteria 2 – Respondent Capacity / Key personnel (Attachment A – Part 2)

Criteria 3 – Proposal Introduction Solution / Operational plan (Attachment B)

Criteria 4 – Course Maintenance Plan (improving and maintaining course conditions) (Attachment B)

Criteria 5 – Community Services Vendors ability to demonstrate plan to work with Flint youth, residents, and underserved populations.

Criteria 6 – Pricing (Respondent furnish all equipment and Pricing if City furnish the equipment) (Attachment C)

Criteria 7- Local Preference Vendor is a Flint based business and/or partners with Flint based businesses.

Technical Proposals will be evaluated before Cost Proposals are reviewed.

Proposal Evaluation Criteria - Non-Economic Development	Possible Points
1. Respondent Experience / Organization	15 points
2. Respondent Capacity / Key personnel	10 points
3. Proposal Introduction Solution / Operational plan	15 points
4. Course Maintenance Plan	15 points
5. Community Services – (residents, youth, underserved)	10 points
Maximum Total Points Possible	65 points



6. Proposal Evaluation Criteria -Pricing	
Pricing	15 points
Capital Improvement Plan/Budget	10 points
Maximum points not to exceed fifteen (25) points	
7. Proposal Evaluation Criteria -Local Preference	
Flint Business and Partnerships	10 points
Maximum points not to exceed twenty (10) points	
Total Points Not to exceed one hundred	
	100

3.5. EVALUATION PROCEDURE

Following the receipt of proposals, a City designated Evaluation Committee will evaluate each response. All PROPOSALS, which meet the required format of this RFP, will be evaluated. Any proposals determined to be non-responsive to the specifications or other requirements of the RFP, including instructions governing submission and format, will be disqualified unless the City determines, in its sole discretion, that non-compliance is not substantial or that an alternative proposed by the Respondent is acceptable.

The City may also at its discretion, request oral presentations, make site visits at Respondent’s facility and may request a demonstration of Respondent’s operations. If scheduled, a final determination will be made after the oral presentations and/or demonstrations are complete.

The City may also at its sole discretion, elect to rank order the qualified proposals, and negotiate with some limited number of the highest scored qualified respondents. A final determination would include the cumulative inputs of this evaluation procedure. All decisions reached by the Evaluation Committee will be by consensus.

3.6. ORAL PRESENTATION/DEMONSTRATION

The City reserves the right, at its own discretion, to request oral presentations regarding proposals submitted in response to the RFP. Failure to make an oral presentation will be grounds for rejection of your proposal. Respondents will be notified by the Office of Contracting and Procurement of the date, time and location for oral presentations.

3.7. REJECTIONS, MODIFICATIONS, CANCELLATIONS

The City of Flint expressly reserves the right to:

- 1) accept or reject, in whole or in part, any and all proposals received;
- 2) waive any non-conformity;
- 3) re-advertise for proposals;
- 4) withhold the award for any reason the City determines;
- 5) cancel and/or postpone the request for proposals, in part or in its entirety, and/or,
- 6) take any other appropriate action that is in the best interest of the City.



This RFP does not commit the City of Flint to award a contract, to pay any cost incurred in the preparation of a proposal under this request, or to procure or contract for services.

Section 4. Required Proposal Content and Submission Process

4.1. ACCURACY AND COMPLETENESS OF INFORMATION

All information pertaining to the prospective respondent’s approach in meeting the requirements of the RFP shall be organized and presented in the prospective respondent’s proposal. The instructions contained in this RFP must be strictly followed.

Accuracy and completeness are essential. Omissions and ambiguous or equivocal statements will be viewed unfavorably and may be considered in the evaluation. Since all or a portion of the successful proposal may be incorporated into any ensuing contract, all prospective respondents are further cautioned not to make any claims or statements that cannot be subsequently included in a legally binding agreement.

4.2. REQUIRED PROPOSAL CONTENT AND FORMAT

To be considered responsive, each proposal must, at a minimum, respond to the following RFP sections in their entirety, and responses must be submitted in accordance with the city of Flint office of procurement requirements:

Required Response Item	
1.	Attachment A – Respondent Questionnaire Respondent shall provide their Contact Information/ Background Information / Reference, per the requirements provided in Attachment A.
2.	Attachment B – Proposal Introduction Solution/ Operational plan & Course Maintenance plan. Respondent shall provide their Proposal Introduction/ Solution / Operational plan per the requirements provided in Attachment B.
3.	Attachment C – Pricing Respondent shall provide their Pricing proposal, per the requirements provided in Attachment C.
4.	Attachment E – Model City of Flint Contract Respondent shall provide their agreement to the Model Professional Services Contract or note any exceptions provided in Attachment E.

4.3. REQUIRED COST PROPOSAL

Respondents are requested to make a firm cost proposal to the City of Flint, through the completion of **Attachment C**. If a contract is entered into as a result of this RFP, it will be a contract for fees as related to providing all requested services, with a price not to exceed the total price quoted in the proposal. The City of Flint reserves the right to select proposals from the most responsible Respondents with the most reasonable costs. The City reserves the right to select one or more firms to perform all or separate parts of this function.



Section 5. General Conditions and Requirements for RFP

5.1. CONTRACT APPROVAL

Upon contract award, the City and the successful Respondent shall execute a contract, which shall contain all contractual terms and conditions in a form provided by the City. No contract shall become effective until the contract has been approved by the required City Departments signed by the City of Flint Mayor. Prior to the completion of this approval process, the successful Respondent shall have no authority to begin work under the contract. The Chief Financial Officer shall not authorize any payments to the successful Respondent prior to such approvals; nor shall the City incur any liability to reimburse the successful Respondent regarding any expenditure for the purchase of materials or the payment of services.

5.2. PAYMENT

All properly executed invoices submitted by the successful Respondent will be paid in accordance with the City of Flint Prompt Payment Ordinance.

5.3. INVOICES

Vendors must be a registered vendor with the City of Flint to submit invoices and receive payments.

Invoice MUST contain or have as attachment:

- Vendor Name and address on Invoice
- Contact Info on Invoice (Accounts Receivable contact with phone and email)
- Remittance information (MUST be included, or the invoice is subject to rejection)
- City of Flint contact (person who authorized work to commence)
- Invoice Date
- Date of service/delivery
- Contract number
- Purchase order number
- Total Invoice amount

Other invoice requirements:

- Total invoice amount must tie to the total supporting documents
- Supporting documentation must be attached to the invoice (All invoice requirements will be provided to selected vendor upon notice of award)

Terms are standard NET 30 Days, unless otherwise negotiated, and start from the invoice receipt date, provided that the invoice is submitted in a timely manner to our AP department with the necessary supporting documentation.

If you need assistance, please contact the Business and Community Services (DBCS) 810 766-7426.



5.4. ASSIGNMENT

The services to be performed by the successful Respondent shall not be assigned, sublet, or transferred, nor shall the successful Respondent assign any monies due or to become due to him under any contract entered into with the City pursuant to these specifications, without prior written approval of the City.

5.5. MODIFICATION OF SERVICES AFTER CONTRACT APPROVAL

The City reserves the right to modify the services provided by the successful Respondent awarded a contract. Any modification and resulting changes in pricing shall be made by amendment to the contract by the successful Respondent and the City.

5.6. NEWS RELEASE

News releases pertaining to these proposal specifications or the provisions to which they relate shall not be made without prior approval of the City and then only in coordination with the City.

5.7. MISCELLANEOUS

It shall be the responsibility of the Respondent to thoroughly familiarize themselves with the provisions of these specifications. After executing the contract, no consideration will be given to any claim of misunderstanding.

The Respondent agrees to abide by the rules and regulations as prescribed herein by the City as the same now exists or may hereafter from time to time be changed in writing.

Contractors are encouraged to contract with small and minority businesses, women's business enterprises, labor surplus area firms and Flint businesses. The city strongly encourages the hiring of Flint residents whenever possible.



RFP Attachments List

The following Attachments are available to download on the Supplier Portal.

Attachment A - Respondent Questionnaire

Attachment B - Proposal Introduction and Solution / Operational Plan

Attachment C - Pricing

Attachment D - Model Contract

Attachment E – Current Lease Data/Equipment Information



Attachment B – Proposal Introduction and Solution / Approach

A. Proposal Introduction:

In your introduction, please include, at a minimum, the following information and/or documentation:

- A statement to the effect that your proposal is in response to this RFP;
- A brief description of your firm/company;
- A commitment to perform the requested work in accordance with the requirements outlined in this RFP;
- Evidence of any licenses or registrations required to provide the services under this contract.

B. Proposal Solution / Approach:

Respondents shall provide their solution and overall statement of operational plans for the golf courses and other responsibilities that indicates how your firm will provide operations and management services to meeting the requirements outlined in **Section 2. Statement of Work** in this RFP. The firm must state fully the proposed operational concepts, detailed concept and plans regarding the following:

- Course Maintenance and capital improvements including extent and caliber of proposed improvements, method of constructing and City involvement.
- Golf Cart Rental Program
- Food and beverage service
- Pro Shop Operation
- Golf Professional and Instruction
- Junior Golf Program
- Special Events
- Driving Range
- Leagues
- Grounds Maintenance
- Brand Campaign, Public Relations and Marketing
- Other

All Respondents shall provide:

- Detailed approach with providing and/or creating golf programs in urban communities.
- A detailed approach for providing and/or creating youth golf programs.
- A sample campaign to increase membership.

C. Project Timeline / Schedule:

Respondents shall provide a preliminary one hundred twenty-day (120) project schedule showing a transition and start-up plan.



D. Technical Approach

Present a brief description of procedures to be followed, presented in a form which will best assist the City is evaluating your firm's ability to identify, evaluate and communicate while providing the requested services.

- Provide your procedures for conducting evaluations and reviews that result in implementation of improvements in operations and financial performance.
- Description of grounds maintenance experience including technical expertise to manage turf effectively, especially on golf course greens, tees, and fairways. Attach sample of maintenance conditions and duties performed in a report which you would submit to the city weekly, monthly and/or annually.
- Description of your firm's public relations and marketing policy. Explain how it will help to ensure superior service and effective promotions for public satisfaction and increased revenues. Submit samples of past marketing campaigns.
- Description of your Pro Shop operations experience including technical expertise on managing all golf operations including pro shop, tee times, etc.
- Provide resumes with the background and experience of organization's key personnel including but not limited to: director of golf operations, golf manager, assistant golf manager, golf pro, greens superintendent, assistant greens superintendent.

FLINT CITY GOLF, LLC -
EQUIPMENT INVENTORY

EQUIPMENT	COURSE	PURCHASED	OWNER	Have photo/Notes
2006 Greens Mower 3100D	KL	2021	FCG	
2006 Greens Mower 3100D	KL	2021	FCG	
2006 Greens Mower 3100D	KL	2006	COF	x
2006 Greens Mower 3100D	KL	2006	COF	x
2013 Rough Mower 3500D	KL	2019	FCG	
2006 Rough Mower 4000D	KL	2022	FCG	
2006 Rough Mower 4100D	KL	2006	COF	x
2011 Rough Mower 4700D	KL	2019	FCG	
2006 Fairway mower 5500D	KL	2019	FCG	
Black/Red Toro Truckster	KL	2006	COF	x
Toro Workman Gray	KL	2006	COF	x
Pro-Core Aerator	KL	2006	COF	No photo
New Holland Tractor	KL	2006	COF	No Photo
2006 Progressive Gang Unit	KL	2019	FCG	
Harper Goosen Leaf Vac	KL	2006	COF	x
Multi 5700 Chemical Sprayer	KL	2006	COF	x
Lily Spreader	KL	2006	COF	No Photo
Debris Blower	KL	2006	COF	No Photo
Goosen Vac Load	KL	2006	COF	x
2007 EZGO Golf Cars (23)	KL	2013	FCG	
2000 EZGO Golf Cars (14)	KL	2000	COF	Not sure if all are accounted for since the logos are missing and identification stickers gone
New Holland Front Loader	SC	2018	FCG	
2006 Greens Mower 3100D	SC	2006	COF	x
2006 Greens Mower 3100D	SC	2006	COF	x
2006 Greens Mower 3100D	SC	2020	FCG	
2006 Greens Mower 3100D	SC	2020	FCG	
2011 Rough Mower 4100D	SC	2022	FCG	
2011 Rough Mower 5900D	SC	2019	FCG	
2006 Fairway Mower 5500D	SC	2006	COF	No photo
2006 Fairway Mower 5500D	SC	2019	FCG	
2018 Progressive Gang Unit	SC	2018	FCG	
New Holland Tractor	SC	2006	COF	x
New Holland Tractor	SC	2006	COF	x
Toro Workman Black/Red	SC	2021	FCG	
Toro Workman	SC	2021	FCG	
Toro Workman	SC	2006	COF	x
Debris Blower	SC	2006	COF	No Photo
Quick Path Sander	SC	2006	COF	No Photo
Misc. Small Equipment	SC/KL	2012-2023	FCG	
Pro-Core Aerator	SC	2006	COF	No Photo
Toro 5700 Multi Sprayer	SC	2006	COF	x
2001 Club Car Golf Cars (16)	SC	2014	FCG	During tour they stated that green club cars were COF but according too this list they are not owned by the city
2007 EZGO Golf Cars (12)	SC	2013	FCG	
2009 Club Car Golf Cars (21)	SC	2019	FCG	
2022 EZGO Golf Cars	SC	2023	FCG	

FLINT CITY GOLF, LLC -
EQUIPMENT INVENTORY

Key:	COF=City of Flint	SC=Swartz Creek		
	FCG=Flint City Golf	KL=Kearsley Lake		

SAMPLE GOLF COURSE MANAGEMENT AGREEMENT

This agreement (“Agreement”) is between the City of Flint (“City”), a Michigan municipal corporation, and **Company Name**, (“Manager”), a Michigan-registered limited liability corporation (collectively, “Parties”), for the management and operation of the Swartz Creek and Kearsley Park Golf Courses (“Courses”).

1. **Scope of Services:** Manager shall provide all materials, labor, equipment, supplies, machinery, tools, superintendence, insurance and other accessories and services necessary to operate the Swartz Creek and Kearsley Lake Golf Courses as municipal golf courses open to the general public for the 2024 golf season, which shall conclude on October 15, unless otherwise mutually agreed between the Parties (“2024 Golf Season.”) Specifically, Manager shall be responsible for:
 - a. **Scheduling/Operations** – managing general golf course operations, including all activities needed to maintain reasonable playing conditions and operating as an accessible, affordable, and user-friendly golf facility for players of all ages. Between April 15 and October 15 the Courses shall be open on a daily basis from dawn to dusk, with the exception of closures due to inclement weather.
 - b. **Maintenance/Custodial Services** – ensure that the Courses’ grounds and buildings are clean, hygienic, and maintained in good condition and that custodial, pest-control, and groundskeeping related services are scheduled as needed. Manager shall also be responsible for the payment of utility services on the Courses, including but not limited to electrical, water, and sewer service.
 - c. **Logistics** – ensure that a minimum of 100 golf carts are available for the use of patrons at the Courses and that adequate supplies and equipment are secured and/or available to fulfill the other requirements under this scope of services.
 - d. **Services/Vendors** – operate, either directly or through subcontractors, all course-related services and vendors on the Courses, including but not limited to pro shop, concessions, food and beverage service, and special events coordination/administration.
 - e. **Hiring/Staffing** – hire and supervise all staff or subcontractors under this agreement.
 - f. **Marketing and Outreach** – promote and market the Swartz Creek and Kearsley Lake golf courses to the local community and to interested parties.
 - g. **Regulatory and Legal Compliance** – obtain and maintain all licenses and permits necessary for operation of the golf courses, including but not limited to licensure/permitting by the Michigan Liquor Control Commission and the Michigan Department of Agriculture.

h. Administration and Reporting – Collect and report, on at least monthly basis, the activities, revenues, and expenditures at the golf courses, and projections for future activities, revenues, and expenditures. Reports shall be made in a form acceptable to the City of Flint’ Business and Community Services Department.

- 2. Compensation:** The City shall pay Manager \$XXXX each month for providing services under this Agreement, for a period of 12 months. Payment will be tendered within 45 days of the submission of proper invoices and the monthly reporting as specified above. Under no circumstances shall the total amount paid exceed \$XXXX. Manager recognizes that the City does not guarantee it will require any set amount of services. Manager’s services will be utilized as needed and as determined solely by the City of Flint. Manager expressly acknowledges that it, without limitation, has no right to payment of an amount exceeding the amount set forth herein. Manager agrees that oral agreements by City officials to pay a greater amount are not binding. Invoices shall be submitted electronically to:

City of Flint
Accounts Payable
P.O. Box 246
Flint, MI 48501-0246

It is solely within the discretion of the City as to whether Manager has provided a proper invoice. However, a reasonableness standard for invoice approval is agreed upon by the parties. The City may require additional information or waive requirements as it sees fit.

- 3. Revenue Sharing:** The Parties will split on a XX/XX basis the Excess Revenue resulting from the operation of the Courses for the 2024 Golf Season. Excess Revenue shall be calculated according to the following formula:

$$[\text{Total Revenue Collected}] - [\text{Documented Expenses}] = [\text{Excess Revenue}]$$

With the exception of the above monthly manager fee, “Total Revenue Collected” shall include all moneys received by the Manager, any subcontractor of manager, or any party Manager contracts with, as payment for memberships, green fees, cart rentals, food or beverages, pro shop sales, and any payments, rentals fees, or other payments made related to any special events held on the premises.

“Documented Expenses” shall include all ordinary and necessary business expenses under sec. 162 of the IRS code. It is understood that any fixed asset purchases made

by **Company Name** may be subject to depreciation and/or amortization under sec 168(K) and 179.

“Special Events” shall include any events held on the property of either Course, for which Manager or party contracting with Manager charges a fee for leasing, admission, participation, or observation.

Within 30 days of the conclusion of the 2024 Golf Season, Manager shall submit to the City an accounting of the total revenue collected and documented expenses above, along with supporting documentation. The city shall have 30 days in which to review Manager’s submission. Either party may extend their respective deadline by an additional 30 days by written notification to the other party, for a total of 60 days.

Upon completion of the City’s review, the City shall either (1) notify manager that it agrees with Manager’s accounting, or (2) notify manage of any questions or concerns with Manager’s accounting. If the City agrees with Manager’s accounting, Manager shall transfer funds equal to XX% of the Excess Revenue by certified check or ACH transfer. If the City has any questions or concerns regarding Manager’s accounting, Manager shall have 30 days in which to answer or address those concerns, after which the City shall notify Manager in writing within 15 days of whether it agrees or disagrees with Manager’s accounting.

If the City fails to respond within the times specified above, Manager may deem its accounting accepted and remit XX% of the Excess Revenue to the City. Otherwise, if the parties cannot agree on the final accounting, either party may elect to exercise the claims and disputes procedures in Paragraph 7, below.

4. **Course Rules and Special Events Administration:** Manager shall establish reasonable rules and procedures for usage of the Courses and any special events held at the Courses, subject to the review and approval of the City of Flint. Manager shall submit all such rules and procedures to the City for its review and approval with its first invoice. If the City does not respond within 21 days, the City’s will be deemed to have consented to those rules.

The City may require at any time, by and through its Department of Business and Community Services, additional reasonable rules, or procedures regarding the usage of the Courses’ facilities, buildings, or grounds, by notifying Manager of these additional rules or procedures.

Any special events held at the Courses, for which the projected attendance is in excess of 250 persons, must be approved by the City, by its Department of Business and

Community Services. If the City does not respond within 5 business days, the City's shall be deemed to have consented to any such special events.

5. **City Income Tax Withholding:** Manager 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 City tax, after giving effect to exemptions. Such withholding shall be at a rate equal to 1% of all compensation paid to the employee who is a resident of the City of Flint, and ½% of the compensation paid to the employee who is a non-resident of 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 material breach of this contract.

6. **Standards of Performance:** Manager agrees to perform pursuant to the Agreement in a timely, professional, safe and workmanlike manner consistent with standards in the trade, profession or industry. Manager agrees that all of the obligations required by it under this Agreement shall be performed by it or by others employed by it and working under its direction and control.

7. **Claims and Disputes:** The parties agree that any controversy or claim arising out of or relating to this Management shall be resolved by arbitration administered by the American Arbitration Association ("AAA") under its National Rules for the Resolution of Employment Disputes and judgement upon award rendered by the arbitrator (s) may be entered in any court of competent jurisdiction. Both parties waive their right to a judicial forum and agree that any dispute arising from or related to this management agreement will be subject to mandatory mediation and/or arbitration. For all matters, the appointed arbitrator will have the authority to award whatever relief would be available in a court of competent jurisdiction under the law.
 - a. A party wishing to initiate arbitration related to this management agreement must Demand for Arbitration with the AAA regional office located at One Towne Square, Suite 1600, Southfield, MI 48076-3728. Demands for arbitration must be filled within the time limit established by the applicable statute of limitations if the dispute involves statutory rights. If no statutory rights are involved, the time limit for filing claims will be thirty (30) calendar days from the date the mediation was terminated pursuant to AAA National Rules for the Resolution of Employment Disputes. Nothing in this Plan prohibits the management from filing a complaint(s) with a federal, state, or other governmental administrative agency.

- b. Each party will be responsible for paying fifty percent (50%) of all AAA fees including the filing fee. The AAA National Rules for the Resolution of Employment Disputes will govern the mediation and arbitration processes.
 - c. Access to Information. The Parties will have adequate but limited pre-trial discovery. Necessary pre-hearing depositions consistent with the expedited nature of arbitration will be available. Selection. Prior to selection of an arbitrator, the parties will be provided with the names, addresses, and phone numbers of any representatives of the parties.
 - d. Authority of Arbitrator. The arbitrator will be bound by the Management Agreement signed by parties, relevant law, statutes, regulations, and rules of procedure of the AAA, including the authority the determine the time and place of the hearing, permit reasonable discovery, issue subpoenas, decide issues to be arbitrated, preserve order the privacy in the hearings, rule on evidentiary matters, determine the close of the hearing and procedures for post-hearing submissions and issue and award for resolving the submitted dispute.
 - e. Scope of Review. The arbitrator's award will be final and binding and subject to judicial review limited to whether the arbitrator acted arbitrarily and capriciously or in gross negligence of his/her duties.
8. **Good Standing:** Manager must remain current and not be in default of any obligations due the City of Flint, including the payment of taxes, water & sewer costs, fines, penalties, licenses, or other monies. Violations of this clause shall constitute a substantial and material breach of this contract, which shall constitute good cause for the termination of this contract.
9. **Indemnification:** To the fullest extent permitted by law, Manager agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers 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, its elected and appointed officials, employees, volunteers or others working on behalf of the City, arising out of or related to Manager's performance of the Agreement. Should the Manager fail to indemnify the City in the above-mentioned circumstances, the City may deduct any costs that it incurs from any payments due under this Agreement or may file an action in a court of competent jurisdiction, the costs of which shall be paid by Manager. This provision shall survive the termination and/or expiration of this agreement.

- 10. Independent Contractor:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Manager is an “independent contractor” as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Manager is not entitled to any benefits not otherwise specified herein.
- 11. Insurance/Worker’s Compensation:** Manager shall not commence operations under this contract until it has procured and provided evidence of the insurance required here. Manager must provide a current proof of insurance naming “City of Flint” as an “additional insured” for the following coverages and limits. Coverage must be placed with an “admitted” carrier, licensed and authorized to do business in the State of Michigan, whose A.M. Best rating is A VIII or higher. Policies shall be reviewed by the City’s Finance Department for completeness and limits of coverage. Manager shall maintain the following insurance coverage for the duration of the contract.

Coverage	Limits
<p>Commercial General Liability:</p> <p>Per Occurrence</p> <p>Annual Aggregate</p> <ul style="list-style-type: none"> • Products & Completed Operations • Advertising Injury • Personal Injury • Medical Payments 	<p>\$1,000,000</p> <p>\$3,000,000</p> <ul style="list-style-type: none"> • \$3,000,000 • \$1,000,000 • \$1,000,000 • \$15,000
<p>Commercial Auto:</p> <ul style="list-style-type: none"> • Bodily Injury <ul style="list-style-type: none"> ○ Per Person ○ Per Occurrence • PIP • PPI • Uninsured & Underinsured Motorists 	<ul style="list-style-type: none"> ○ \$1,000,000 ○ \$1,000,000 • Statutory • Statutory • \$1,000,000

Coverage	Limits
<p>Workers' Compensation</p> <ul style="list-style-type: none"> • Employers Liability <ul style="list-style-type: none"> ○ Each Accident ○ Disease – Policy Limit ○ Disease – Each Employee 	<p>Statutory</p> <ul style="list-style-type: none"> ○ \$1,000,000 ○ \$1,000,000 ○ \$1,000,000

- (a) Commercial General Liability must include all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as “Additional Insureds.” This coverage shall be written on an ISO occurrence basis form and shall include: Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products and Completed Operations, Independent Contractors; Broad Form Commercial General Liability Endorsement, (XCU) Exclusions deleted and a per contract aggregate coverage. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing, or excess.
- (c) Commercial Automobile Insurance must include all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as “Additional Insureds.” This coverage shall be written on ISO business auto forms covering Automobile Liability, code “any auto.”

Manager shall furnish the City with two certificates of insurance for all coverage requested with original endorsements for those policies requiring the Additional Insureds. All certificates of insurance must provide the City of Flint with not less than 30 days advance written notice in the event of cancellation, non-payment of premium, non-renewal, or any material change in policy coverage. In addition, the wording “Endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” must be removed from the standard ACORD cancellation statement. These certificates must identify the City of Flint, Finance Department, as the “Certificate Holder.” Manager must provide, upon request, certified copies of all insurance policies. If any of the above polices are due to expire during the term of this contract, Manager shall deliver renewal certificates and copies of the new policies to the City of Flint at least ten days

prior to the expiration date. Manager shall ensure that all subcontractors utilized obtain and maintain all insurance coverage required by this provision.

12. **Notices:** Notices to the City of Flint shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to **Director, Business and Community Services, 1101 S. Saginaw Street, Flint, Michigan 48502**, or to such other physical or electronic address as may be designated in writing by the City from time to time. Notices to Manager shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to XXXXXXXX, or to such other physical or electronic address as may be designated in writing by Manager from time to time.
13. **Breach and Termination:** In case of breach, the non-breaching party must notify the breaching party and provide 30 days in which to cure the breach. If the breaching party fails to cure the breach within those 30 days, the non-breaching party may terminate this agreement upon notice to the breaching party. If this Agreement is so terminated, Manager will immediately commence to wind down all golf operations and cease operations at the Kearsley Lake and Swartz Creek golf courses as soon as reasonably practicable. Manager, 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.
14. **Time of Performance:** Manager's services shall commence immediately and shall be carried out without unreasonable delay.
15. **Electronic Signatures:** This Agreement may be signed by the parties hereto by means of electronic signature, utilizing Adobe Acrobat or a like program with similar security features.
16. **Effective Date:** This contract shall be effective when executed by all parties.
17. **General Terms and Conditions**
 - A. **Applicable Law:** This Agreement and all related disputes shall be governed by and interpreted in accordance with the laws of the State of Michigan.
 - B. **Compliance with Laws and Ordinances:** Manager shall obey and abide by all of the laws, rules and regulations of the United States, State of Michigan, Genesee County and the City of Flint during the performance of this agreement. Breach of this provision shall be deemed a material breach
 - C. **Ethics:** Manager agrees that in relation to the City of Flint the Manager and its staff are "contractors" as defined by Flint City Charter §1-602.

- D. **Non-Assignability:** Manager shall not assign or transfer any interest in this contract without the prior written consent of the City.
- E. **Non-Discrimination:** Manager shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants. Manager shall not discriminate against any employee or applicant for employment with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, association with the federal government, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position or status with respect to public assistance. Breach of this term is a material breach of this Agreement.
- F. **No Third-Party Beneficiary:** This Agreement is for the sole benefit of the parties and their respective successors, and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- G. **Records Property of City:** All documents, information, reports and the like prepared or generated by Manager as a result of this contract shall become the sole property of the City, and shall be disclosed to the City upon request.
- H. **Severability:** If any terms of this Agreement or the application of them to any person or circumstance are determined to be null and void, ineffectual, invalid or unenforceable by any competent tribunal, the remaining terms or the application of the terms to persons or circumstances other than to those which were determined to be invalid or unenforceable shall not be affected and shall continue in full force and effect.
- I. **Subcontractors:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- J. **Union Compliance:** Manager 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. However, this provision does not apply if its application would violate Public Act 98 of 2011.
- K. **Venue:** The parties consent to venue in Genesee County courts should any action be brought to enforce the terms of this Agreement.
- L. **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 any 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.

- M. Whole Agreement:** This Agreement and the documents cited herein contain the entire understanding between and among the parties concerning these matters and supersedes any prior understandings and agreements between and among them respecting the subject matter of this Agreement. Any modifications to this Agreement must be in writing and signed by the parties or the authorized employee, officer, board or council representative of the parties authorized to make such contractual modifications under State law and local ordinances.

<SIGNATURES ON NEXT PAGE>

MANAGER:

_____ **Date**

Its _____

CITY OF FLINT, a Michigan Municipal Corp.:

_____ **Date**

Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:

_____ **William Kim, City Attorney**

_____ **Date**