City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

REQUEST FOR PROPOSAL (RFP)

FOR
MANAGEMENT SERVICES FOR THE FOREST CREEK GOLF CLUB

RFP No. 16-019

JUNE 2016

TABLE OF CONTENTS

TRANSMITTAL FORM 4
FINANCIAL PROPOSAL FORM 5
RESPONDENT'S FINANCIAL PROPOSAL 7
SECTION 1: OVERVIEW – CITY OF ROUND ROCK 9
FOREST CREEK GOLF CLUB 9
The City's Business Style 9
Golf Vision Statement 9
Assets Managed 9
Scope 10
The City of Round Rock 11
The Local Golf Market 13
Supply of Golf Courses 13
Demand Demographics – Age, Income, and Ethnicity, Are Very Positive 13
Net Result – Demand Exceeds Supply (Yes, you read that correctly) 14
Playable Golf Days 16
Forest Creek Golf Club 18
Organizational Structure: Forest Creek Golf Club 18
Summary of Operating Performance Over Past 5 Years 19
A Strategic Plan Highlighting the Challenges 21
Objectives of this Request for Proposal 21
SECTION 2: PROPOSERS SCOPE OF RESPONSIBILITIES AND CONTRACT COMPLIANCE 24
General Requirements 24
Complete Management Services Proposal 24
Golf Operations (See Exhibit A for Full Description of Responsibilities) 25
Maintenance Services (See Exhibit B for Full Description of Responsibilities) 26
Food and Beverage Catering (See Exhibit C for Full Description of Responsibilities) 26
Evaluation of Operations 27
SECTION 3: PREPARATION OF RESPONSE TO PROPOSAL 28
Proposal Guidelines ..... **Error! Bookmark not defined.**
Proposal Sections 29
Letter of Transmittal 29
Executive Summary 30
Qualifications and Capabilities 30
Transition Plan 31
Marketing Approach 31
Management Approach 31
Fees and Compensation 32

SECTION 4: EVALUATION OF PROPOSALS 34
Evaluation Method 34
Evaluation of Proposals 34
Evaluation Criteria 34
Award 35
Public Notice of Award or Decision to Award 35
SECTION 5: TERMS AND CONDITIONS FOR CONTRACTORS 36
Terms of this RFP 36
Issuing Office and Contact for Questions 36
Pre-Proposal Conference 36
Special Terms and Conditions ..... **Error! Bookmark not defined.**
EXHIBIT "A" GOLF OPERATIONS SCOPE OF WORK 42
EXHIBIT "B" GOLF COURSE MAINTENANCE 46
EXHIBIT "C" FOOD, BEVERAGE & CATERING REQUIREMENTS 49

Attachments:
Master Plan

TRANSMITTAL FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

SUBMIT RFP TO: **Attention:** City of Round Rock ATTN: Ron Hunter, Purchasing Manager 221 East Main Street Round Rock, TX 78664 512-218-5457 ronhunter@roundrocktexas.gov	RFP # 16-019 Management Services for the Forest Creek Golf Club Bid Due Date: July 22, 2016 Bid Due Time: 3:00 PM ***THIS IS NOT AN ORDER***
Location of Public Opening: **City Hall** 221 East Main Street Round Rock, TX 78664 512-218-5400 In compliance with this solicitation and to all the conditions imposed herein, the undersigned agrees to execute the contract as a result of this solicitation. An agent authorized to bind the company shall sign the following section. Failure to execute this portion may result in proposal rejection.	**Pre-Proposal Conference:** Date: June 24, 2016, at 1:00 pm **Location:** Forest Creek Golf Club 99 Twin Ridge Parkway Round Rock, TX 78664 (512) 388-2874 All questions and responses from the Conference will be posted on the City website http://www.roundrocktexas.gov
The City of Round Rock reserves the right to accept or reject any and all proposals in whole or in part. Further, the City reserves the right to enter into any contract deemed to be in the best interest of the City. Laws: The laws of the State of Texas shall govern the rights, obligations, and remedies of the Parties under this bid and any agreement reached through this process. The City of Round Rock is a Texas Municipal Corporation.	**Acknowledge Receipt of Addendum:** #1 ___ #2 ____#3____4____ (please initial) If returning as a "No Submittal", state reason (if so, return only this page):
Proposer Name:	Federal Identification Number:
Mailing Address: City, State, Zip:	Type of Entity:(Choose *one)* Corporation ___ Partnership___ Proprietorship___ Joint Venture___
Incorporated in the State of:	Authorized Signature (Manual) X: Name:
Telephone Number:	Title:
Toll Free Telephone Number: (800)	Date:
Fax Number:	Email:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Round Rock: Forest Creek Golf Club Management

FINANCIAL PROPOSAL FORM

Presented below is the "term sheet" that the City of Round Rock seeks each respondent to complete. This summary shall serve as a basis for discussion with qualified respondents. Please complete the "white" boxes and submit as an integrated part of your response to this Request for Proposal. Please mark N/A for any option that you are declining to at the current time.

City of Round Rock: Forest Creek Golf Club MANAGEMENT Financial Proposal Form: Five Year Agreement – January 1, 2017 –December 31, 2021		
Financial Compensation: Base Fee	Please specify annual fee City to pay	
Financial Compensation: Incentive	Please specify any incentives management company seeks based on performance	
Annual Desired Capital Investment: Golf Course and Clubhouse	Please specify amount respondent's desire City to provide in annual capital investment for the golf course and clubhouse	
Annual Desired Capital Investment: Maintenance Equipment and Cart Fleet	Please specify amount respondent's desire City to provide in annual capital investment for the maintenance equipment, cart fleet, etc.	

Note 1: The City believes for the management and incentive fees paid, the management will act in the full faith and best financial interests of the City without further compensation for any third party who may be engaged to provide services or equipment on behalf of the Forest Creek Golf Club or the City.

Note 2: Any compensation, rebates or discounts received by the management company from any third party for services performed on behalf of the Forest Creek Golf Club shall inure to the benefit of the City of Round Rock. Said services shall include consideration received from tee time brokers or cart fleet, maintenance equipment or construction contractors. The failure to remit such shall represent a tort and the cancellation of the contract at the sole discretion of the City.

ACKNOWLEDGED AND AGREED

_____ _____ _____

Name Company Name Date

The proposed timetable for the award based on this Request for Proposal is as follows:

Event	Deadline
Issuance of RFP	6/10/16
Pre-Proposal Conference **<u>Pre-Proposal Conference will be held at:</u>** **Forest Creek Golf Club** **99 Twin Ridge Pkwy, Round Rock, TX 78664**	6/24/16; 1:00 PM
Last Day for Proposal Questions	7/1/16
Responses to Questions	7/8/16
Final Proposals to be Received	7/22/16
Evaluation Committee Identifies Short List Proposals	7/29/16
Proposer Presentations (Short List)	8/19/16
Final Proposal Scoring	8/26/16
Recommendation to City Manager	9/1/16
Approval by City Council	10/13/16

RESPONDENT'S FINANCIAL PROPOSAL

The City of Round Rock (City) is seeking proposals for the management of its Forest Creek Golf Course effective January 1, 2017, for five years. Options to extend the agreement will be evaluated and, if agreed to by both parties may be included in the final agreement.

Forest Creek offers some of the most fabulous golf in the Texas Hills Country. Named "Best Public Golf Course in Central Texas" by Golf Digest, the golf course is located in Round Rock, northeast of Austin, TX. The Golf Course is replete with manicured fairways, pristine greens, and an abundance of burgeoning foliage. Please see website for added information: http://www.forestcreek.com/

The Dick Phelps-designed championship course is both fun for beginners and challenging for the advanced golfer. The course's consistent variation of scheme calls for an equal application of power and finesse. The current prime time weekend green fee is $52 with shared cart. Shared carts included in the green fee are standard throughout the competitive set.

The course is encased by an upscale residential development. It is was the intent of the real estate developer for Forest Creek to operate the facility as a private country club. The City assumed responsibility for the assets upon the developer encountering challenging financial circumstances before opening.

The golf course, since opening in 1991, has been managed by CCA Silband, Inc. with the contract fulfilled by an affiliated entity: On Course Strategies. The agreement specifies a payment of $132,000.00 in management fees subject to availability cash flow after the bond debt is redeemed.

The current contract expires on December 31, 2019, but contains an early termination clause for December 31, 2016, that can be executed by either party. The early termination clause was inserted in the fifth contract extension to provide both parties the flexibility of terminating if the attention, focus, and investment in labor and capital were not to a standard the other party desired from May 1, 2015, through December 31, 2016.

During the past few years, cash flow has been insufficient to pay said management fee in part or total. Mr. Michael Ussery, President of On Course Strategies, while he is encouraged to submit a response to this proposal, had indicated that he is uncertain as to his plans as of the date this proposal is issued. He has indicated that over the past couple of years he has been consolidating his portfolio and retains ownership of nearby Black Hawk Golf Course in nearby Pflugerville, TX among other golf course related assets.

The City recognizes prospectively that should the cash flow be insufficient to fund either the bond debt, which matures in 10 years or the management fees as to be contracted, said shortfall will be paid by the City.

The City desires to contract with a firm to manage the golf course by the standards of service comparable to other top-quality golf courses in the Austin area. While precise definitions of these standards are illusive to define, it would be our hope that the revenues generated and the cash flow earned would be in the Top 1/3 of municipal golf courses as ranked nationally.

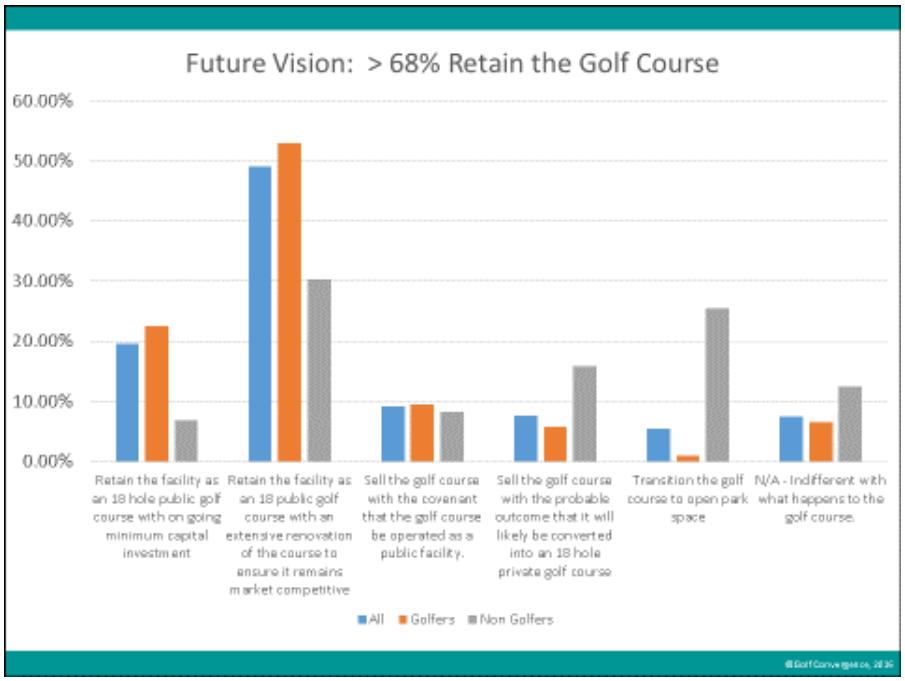
The course will remain under the ownership of the City, and any contract will be administered by the City of Round Rock.

With knowledge and understanding of the current challenges within the golf industry and the diversity of agreements that are being negotiated with qualified third-party management companies across the United States, the City will ONLY consider a management contract whereby the City pays the third party for the complete management and oversight of the course above.

Under a management agreement, 100% of the profits and the capital investment responsibility will remain with the City. The City is requesting of Proposers to delineate what they believe the annual capital investment budget should be for the course, clubhouse, and maintenance equipment.

The City will not consider any offer to lease or purchase the golf course. The City currently has $2.8 million in outstanding tax exempt bond debt on the golf course that precludes the City from leasing the golf course until the debt is fully satisfied on August 15, 2025.

In a survey conducted in August 2015, sixty-eight percent of the residents voted to retain the golf course as shown below:



SECTION 1:
OVERVIEW
CITY OF ROUND ROCK
FOREST CREEK GOLF CLUB

The City's Business Style

The City of Round Rock prides itself in the efficient conduct of business. It is the City's desire to provide extensive information to facilitate the respondent preparing a cogent response as we seek to enter into a negotiated agreement that is mutually beneficial. We sought to provide you as much salient information as possible. A response of 40 pages or less would be deemed appropriate. Our focus is on substance, not form.

Golf Vision Statement

The intent of this RFP is to help determine how the City can best manage, operate and improve our municipal golf course. We feel that golf course contributes to the enhancement of the City's attractiveness, stimulate residential and business development, increase tourism, and improve the tax base.

Assets Managed

A. Forest Creek Golf Club has averaged $1,557,757 in revenue for the fiscal years ending April 30, 2013 - 2015. Earnings before debt service, capital repairs, equipment leases and escrow are $526,612. After paying for the mentioned items, the City has incurred an average net loss of $46,806 in managing this asset:

Course	Par	Course Rating	Slope Rating	Yardage Gold Tees (Back)	Management Oversight
Forest Creek	72	73.6	136	7,147	Golf Department

B. The golf complex also includes a driving range, restaurant, and a clubhouse. There is an additional building with a swimming pool that is privately owned in which the parking lot is jointly shared with customers though the City has the sole responsibility to maintain. The maintenance and capital repairs for the adjoining building, swimming pool, and tennis courts is the sole responsibility of the private entity.

C. The challenge the golf course faces is the deferred capital expenditures ranging from $505,000 to over $5 million depending upon if one selected a critical, competitive or a comprehensive renovation, as seen in the chart below:

		Maintenance	Architectural Report	Subtotal	Total
Critical	Pump Station	125,000		125,000	
Critical	9th Pond		130,000	130,000	
Critical	Parking Lot		250,000	250,000	
Total				505,000	505,000
Competitive	Tees	50,000		50,000	
Competitive	Fairway Shading	20,000		20,000	
Competitive	Bunkers	Agreed	400,000	400,000	
Competitive	Cart Paths	127,500	170,000	297,500	
Competitive	Equipment	600,000		600,000	
Competitive	Tree Work	Agreed	250,000	250,000	
Competitive	Mowing Patterns		100,000	100,000	
Competitive	Entrance		80,000	80,000	
Total				1,797,500	2,302,500
Comprehensive	Greens		860,000	860,000	
Comprehensive	Clubhouse		500,000	500,000	
Comprehensive	Irrigation System		1,500,000	1,500,000	
Total				2,860,000	5,162,500

D. During the initial term of the agreement, it is anticipated that the golf course will undergo a large scale renovation. The City of Round Rock, in conjunction with Colligan Golf Design, has developed a master plan for the proposed renovation of the course. The final scope, costs, and timeline of this renovation will be finalized by the City in conjunction with the operator selected via this RFP process. A copy of the master plan is attached hereto. Colligan Golf Design has been actively involved with the successful renovation of many Texas municipal courses including Brackenridge Park in San Antonio, TX.

E. It is the current inclination of City Council to undertake a renovation of the golf course to ensure citizens are provided quality recreation and to ensure that the housing values surrounding the golf course are protected.

Scope

A. The City of Round Rock is seeking proposals from qualified firms (Proposer) to provide management and operations of all facets of the Forest Creek Golf Course for five years commencing January 1, 2017, through December 31, 2021. A five-year option from January 1, 2022, through December 31, 2026, is available as mutually agreed.

B. The Management Company (a/k/a Contractor) will supervise all play on the course — tee time reservations, driving range, lessons, starting, etc., including retail operations in the pro shop. The contractor would also provide all grounds, building maintenance services and all on site equipment maintenance and repair at the golf course on both play and non-play areas; including

all landscape features, trees and irrigation systems, consistent with maintenance practices at a high-end, municipal golf course, providing quality golf experiences.

C. The contractor may also be responsible for overseeing and managing the renovation of the golf course on behalf of the City. To the extent that the management company has previous experience in undertaking renovations through a division of their firm or managing the process by preparing the requisite construction documents, coordinating the proposals received with the City's Purchasing Department and managing the renovation process, such professional experience will be viewed as extremely positive in the RFP review process.

D. All renovation work to be undertaken will be the result of an additional Request for Proposal specifying the scope of services to be undertaken.

E. In the interim, the City has already undertaken through internal resources repair of those cart path areas that were buckled, have widened the playing corridors on several holes through tree trimming, completed minor bunker repairs, and have installed a new pump station. Additional work remains to be completed in all areas mentioned. In December 2015, the current operator, On Course Strategies entered into an assignable equipment lease for a new cart fleet, which is transferable to the City and/or the Contractor. In March 2016 new pumps were installed that are now fully and properly watering the golf courses with an abundant supply of heated effluent water.

5. The City of Round Rock

A. The City of Round Rock was incorporated in 1887. The City is located in the 'Hill Country' region of Texas and is the "The Sports Capital of Texas." Round Rock is the largest City in Williamson County with a population of 113,968, and is a part of the Greater Austin, Texas metropolitan area.

B. The City and region's economy remains very strong. The unemployment rate for the City is 3.2%, and remains lower than the Austin metro wide rate of 4.5% and the national rate of 4.8%. The Austin MSA has one of the lowest unemployment rates among the nation's 100 largest metro areas. Hiring continues to outpace the nation and job creation was led by professional and business services. Education and health sectors also saw an increase in jobs in the area. Residential and commercial real estate activity in the City is continuing to grow.

C. Round Rock ranked No. 3 for Livability.com's "10 Best Affordable Places to Live in 2015." The study conducted by NerdWallet distinguished between cheap and affordable by comparing income with cost of living. According to a socioeconomic growth study by WalletHub, Round Rock has the best of everything including, jobs, schools, museums and night life. The study compared 515 U.S. cities of varying sizes across ten key metrics, ranging from population growth to unemployment rate decrease and Round Rock ranked No. 10 overall.

D. Round Rock is the international headquarters of Dell, which employs approximately 14,000 people at its Round Rock facility. The presence of Dell along with other major employers such Emerson and Sears TeleServe, a strong economic development program, favorable tax rates, and major retailers such as IKEA, Bass Pro Shop and a Premium Outlet Mall, and the mixed use La Frontera Center, have established Round Rock as a self-contained "super suburb." The City is also home to major medical and higher education facilities campuses. Medical facilities include St. David's Round Rock Medical Center, Scott & White Healthcare and Seton Medical Center Williamson. The City's higher education campuses including Texas State University, which just broke ground on a $65 million building that will be its third major facility, an Austin Community College campus and a Texas A&M University System Health Science Center campus.

E. The City of Round Rock is managed through a council-manager form of government. The City Council is composed of six city council members and the mayor. The mayor and all council members are elected at large and serve the entire city, not by geographic precincts. The council appoints a full-time city manager who manages the daily affairs of the city.

F. Through her staff, the City Manager implements policies established by the Council. The City of Round Rock's adopted operating and capital budget for 2015/16 totaled $311.7 million. The City enjoys a AA+ General Obligation bond rating and a AA+ Utility Revenue bond rating from Standard and Poors.

The Local Golf Market

A. Supply of Golf Courses

i. In determining the competitive forces surrounding the City's facility, the competitive map, which is presented to determine the market potential of the golf course, is reflected below:

Competitive Set of Golf Courses

Golf Course	Ownership	Weekend 18 Hole Green Fee	Week Day 18 Hole Green Fee	Cart Fee Included
Avery Ranch	Daily Fee	$85	$65	Yes
Blackhawk	Daily Fee	$40	$30	Yes
Bluebonnet Hill	Daily Fee	$35	$25	Yes
Cowen Creek	HOA	$56	N/A	Yes
Falconhead	Daily Fee	$89	$75	Yes
Forest Creek	Municipal	$52	$42	Yes
Golf Club at Star Ranch	Daily Fee	$70	$50	Yes
Jimmy Clay	Municipal	$25	$23	No
Legacy Hills	HOA	$56	N/A	Yes
Lions Municipal	Municipal	$27	$23	No
Morris Williams	Municipal	$27	$23	No
Mustang Creek	Daily Fee	Not Posted	Not Posted	N/A
Roy Kizer	Municipal	$35	$27	No
Shadown Glen	Daily Fee	$50	$35	Yes
Teravista	Daily Fee	$69	$49	Not Specified
The Golf Club at Crystal Falls	Municipal	$58	$44	Yes
White Wing	HOA	$56	N/A	Yes

Rate Survey Completed September, 2015 save for Forest Creek which was updated April 30, 2016 reflecting a $2 increase.

B. Demand Demographics – Age, Income, and Ethnicity, Are Very Positive

i. To understand the potential growth opportunities for golf within a market, a study of the age, income, and ethnicity of the population within the competitive market. Presented below are those statistics for City of Round Rock's Golf Course:

Forest Creek Golf Club

Category	5	10	20	Texas	100 CBSA	U.S.
Demographics						2014 Data
Age (Median)	32.60	33.40	33.70	34.30	36.40	37.10
Age (Index)	88	90	91	92	98	100
Income (Med Hhld)	$78,254	$74,020	$64,995	$53,818	$59,175	$53,214
Income (Median)	147	139	122	101	111	100
Ethnicity (% Cauc.)	67.80%	68.10%	70.80%	70.40%	67.70%	72.40%
Ethnicity Index	94	94	98	97	94	100
Hispanic	30.60%	28.20%	28.80%	38.50%	20.40%	17.20%
Hispanic Index	178	164	167	224	119	100
Black	13.10%	10.90%	9.20%	11.90%	14.30%	12.70%
Black Index	103	86	72	94	113	100
Asian	5.00%	7.60%	6.20%	3.80%	6.40%	4.90%
Asian Index	102	155	127	78	131	100

ii. The chart reflects that golfer demographics are very favorable for the City of Round Rock market. Based on a baseline index of 100, the age of the population is 12% younger, 78% more Hispanic, with 47% more income within 10 miles of the golf course than the U.S. population.

C. Net Result – Demand Exceeds Supply

i. When calculating the supply of golf course in the City of Round Rock market with the demand for golf when considering the local demographics, the result is a golf intensity index measured by golfers 18 holes which are reflected below with supplemental data to facilitate the respondent preparing an insightful response to this RFP.

Forest Creek Golf Club

Demand	5	10	20	Texas	100 CBSA	U.S.
Avid Golfers	2,516	7,159	21,443	438,814	5,222,533	6,878,980
Total Golfers	9,390	26,712	80,010	1,637,364	19,487,062	25,667,835
Golfing Households	6,707	19,080	57,150	1,169,546	13,919,330	18,334,168
Rounds Played	105,981	211,962	746,741	25,934,930	331,605,184	424,452,832
Rounds Played Per Golfer	11.29	7.94	9.33	15.84	17.02	16.54
Golf Participation	6.75%	7.23%	7.30%	6.15%	9.60%	8.31%
Population	139,130	369,702	1,095,727	26,606,988	203,040,187	308,745,538
Households	46,029	131,066	415,362	9,460,717	75,901,326	116,716,292
Population/Household	3.02	2.82	2.64	2.81	2.68	2.65
Golfers per 18 Holes	3,130	4,452	3,556	2,207	2,644	1,737
Avid per 18 holes	839	1,193	953	591	709	468
Avid Household Index	179	255	204	126	151	100

ii. If one uses the benchmark of numbers of golfers per 18 holes in the Top 100 core based statistical areas or the United States at 2,644 golfers per 18 holes or 1,737, golfers per 18 respectively, Forest Creek within 5 miles of the course has 3,130 golfers per 18 holes even though the golf participation rate and rounds played per golf is lower than national averages. We believe the participation rate and round played is attributable which is probably attributable to the average age in Round Rock reflects a millennial generation lives here.

Forest Creek Golf Club
Demand vs Supply Analysis

Category	5	10	20	Texas	100 CBSA	U.S.
Supply						
Total Facilities	3.00	6.00	24.00	780.00	7,303	15,647
Demand	5.38	15.30	45.83	937.82	11,161	14,701
Golfers Per Facility	3,130	4,452	3,334	2,099	2,668	1,640
Public Facilities	3.00	6.00	15.00	553.00	4,863	11,644
If Market In Balance	3.90	11.10	33.23	680.13	8,094	10,662
Golfers Per Facility	3,130	4,452	5,334	2,961	4,007	2,204
Private Facilities	0.00	0.00	9.00	227.00	2,440	4,033
If Market In Balance	1.48	4.20	12.59	257.68	3,066	4,039
Golfers Per Facility	0	0	8,890	7,213	7,987	6,364

National Golf Foundation, Demand and Supply Databases, September, 2015

Note: There is not a private club within a 10-mile radius of Forest Creek.

iii. In April 2016, JJ Keegan+ developed its proprietary Predictive Score Index™ to measure the financial potential of a golf course. Of the 15, 204 golf courses in America as of March 6, 2016, Forest Creek ranked 893 on its profit potential. Leading the nation were golf courses in the New York City metropolitan area.

Data was extracted from the Tactician demographic database and the National Golf Foundation Demand and Supply databases in which over 2 million calculations were made comparing the following criteria with respect to each course: MOSAIC Profile, Age, Income, Ethnicity, House Participation, Rounds per golfers, Golfers per 18 holes, Rounds Played Per 18 holes, Supply per 18 holes, green fees spent per 18 holes and merchandise spent per 18 holes.

The Predictive Score Index also considers the slope rating of the golf course. For Forest Creek, the slope rating is likely higher than necessary to optimize the course's rounds potential based on demographics.

This comprehensive study, which is in its infancy state of being vetted by JJ Keegan+ as part of its core strategic consulting practice, reflected that $4,902,326 per 18 holes is spent for green fees and $1,404,546 per 18 holes is expended on merchandise and other golf related items within 10 miles of Forest Creek Golf Club. These revenue numbers represent total spending by residents per 18 holes and would include golf course fee and supplies purchased in the local market beyond ten miles as well as regional, national and international spending.

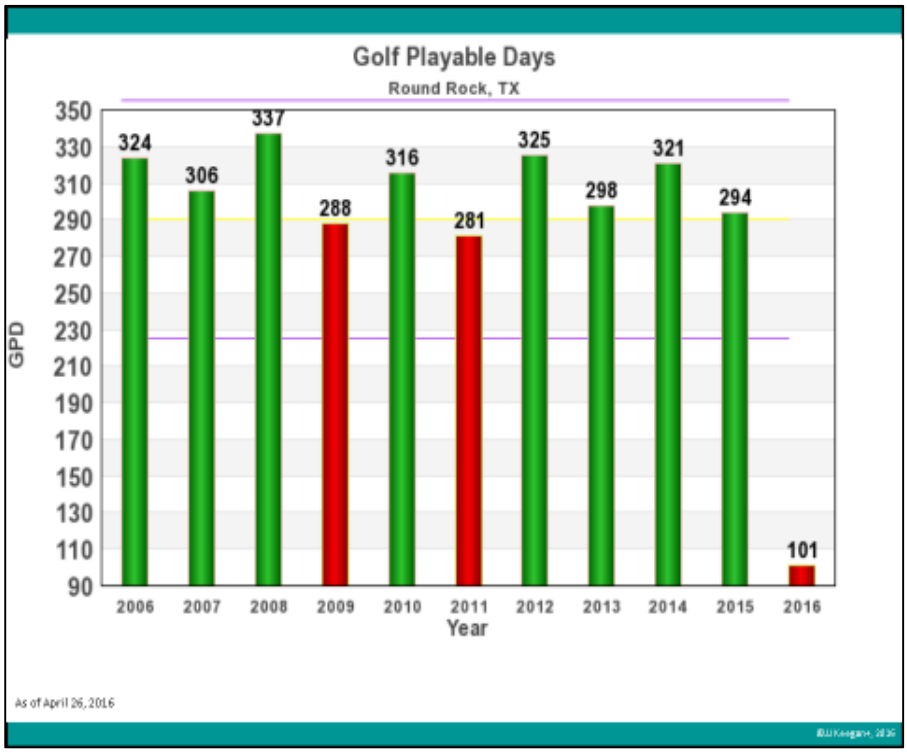
What is their confidence level? While it is too early to tell, on the limited sample sizes tested in California, Georgia, Iowa, Minnesota, Montana, and North Carolina, it is has been described by those golf course operators reviewing the data as eerily prescient.

What we collectively are confident about is if the renovation is well-executed, the facility is properly branded and marked, and the management team is professional and creates a heightened customer experience, we fully expect revenues to exceed $2 million in 2018.

D. Playable Golf Days

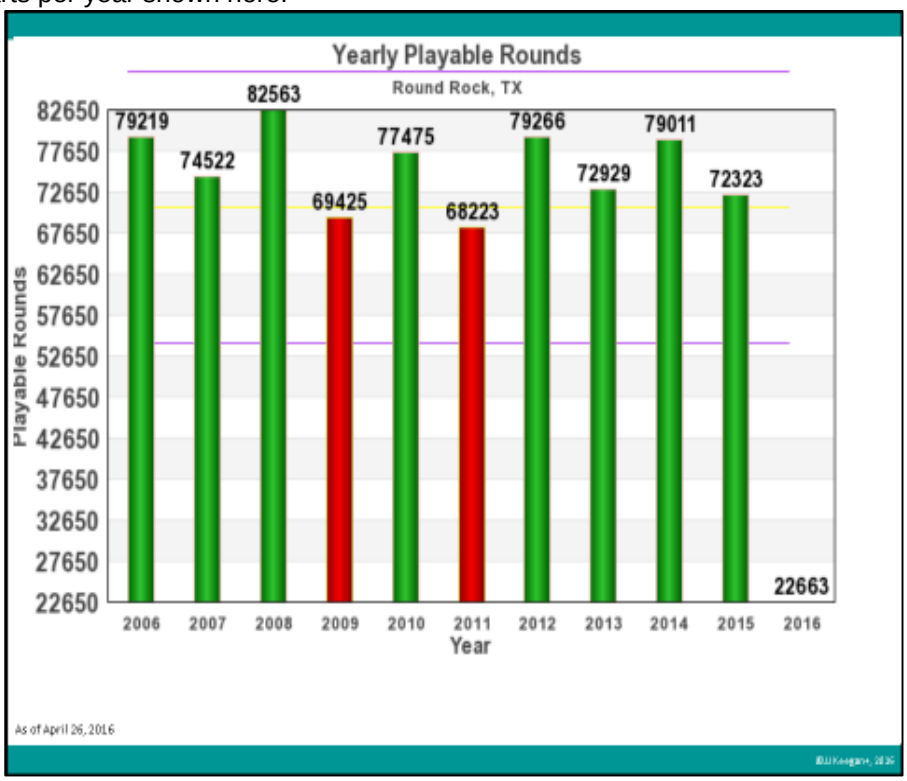
i. A key measure in determining if the revenue potential of a golf course is being realized is correlating the number of playable golf days to revenue. Measuring numerous variances, including Season Days, Golf Playable Hours, Equivalent Golf Playable Days, and Corporation Rounds in total, allows us to measure the efficiency of management in maximizing the course's potential.

The number of playable days determines the rounds potential. For Forest Creek Golf Course, on average there are 290 playable golf days per year.



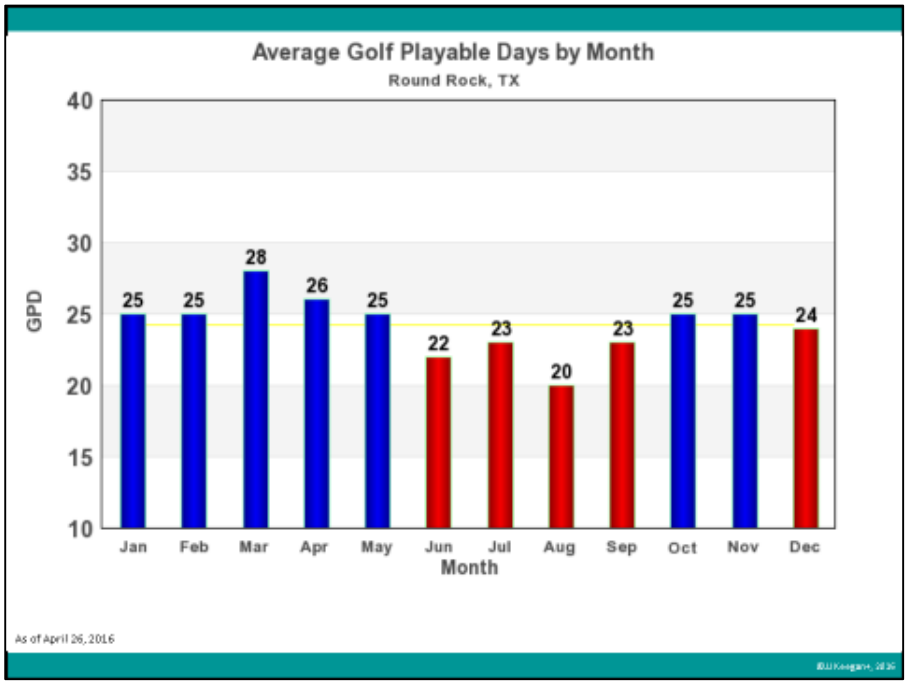
Note: A Golf Playable Day (GPD) is defined as a day where the maximum temperature is above 48 degrees Fahrenheit and below 102 degrees Fahrenheit, precipitation is less than 0.25 inches of rainfall, and wind speed is less than 19 miles per hour. These numbers can be used to compare "good" years with "not good" years. Monthly values can help the owner determine when to have the most staff and plan for the most rounds.

ii. What is the theoretical capacity of the golf course? Presuming an 8-minute interval during every playable hour throughout the year, it is possible for Forest Creek to register upwards of 71,000 starts per year shown here:



iii. With the golf course average 37,500 over the past five years, the actual course utilization of 52% which is consistent with the national course utilization rate.

iv. The tricky part about managing Forest Creek is its playable season. The high seasons are October – December and March to May. The summer, with August daily highs averaging over 90 degrees, may what is the prime time for most courses the slow season for Forest Creek shown here:



Forest Creek Golf Club

i. The City of Round Rock golf course operates as a separate fund. It is operated like a business and revenue is expected to cover operational and maintenance expenses and routine capital improvement costs. Part of the debt and major capital improvement costs may be covered by the fund. It is vital to maintain and manage the Fund in a fiscally responsible manner so that the users of the facility (golfers and guests) are not only supporting the daily operational and maintenance costs, but also the long-term capital improvement projects to keep the facility attractive, functional and competitive with the local golf market, up to today's industry standards, and mitigate the deterioration of the course and the club house.

ii. The course is open, weather permitting, year-round except for Christmas Day. Hours of operation are 6:00 AM to dark.

Organizational Structure: Forest Creek Golf Club

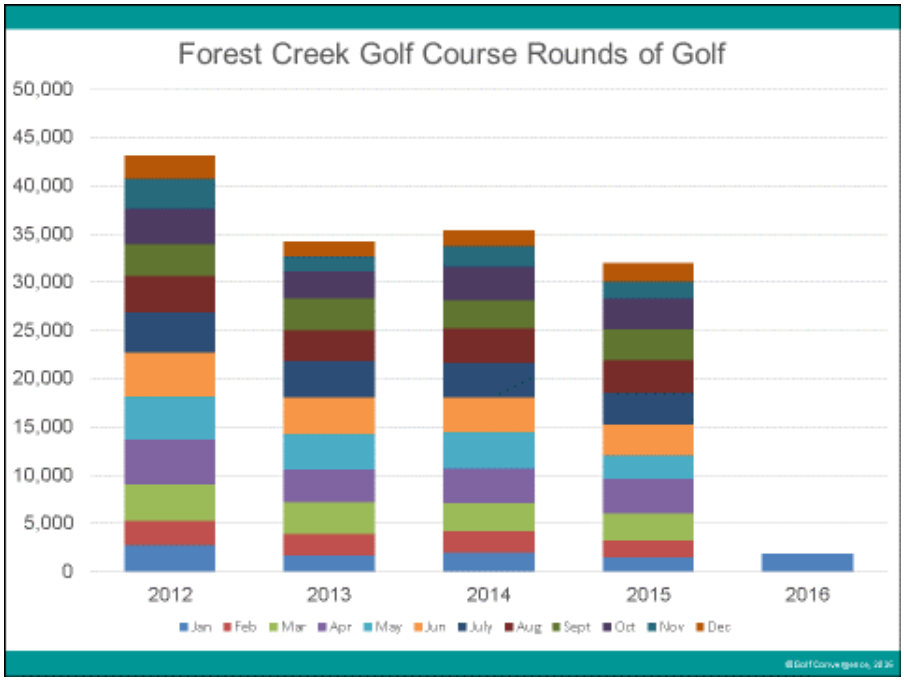
i. The City of Round Rock is responsible for all operations of the facility including revenue management, marketing, maintenance, pro shop staff, starters, player assistants, cart/range attendant, lessons, snack bar and beverage cart and merchandising.

ii. The City is seeking an operator to manage ALL facets of the operation.

iii. Because of the high labor costs with the associated fringe benefits of employing municipal employees, and the presence of a labor union for the maintenance of the golf course, it is practical to transfer to the private sector the responsibility for the operation of the golf course.

Summary of Operating Performance Over Past 5 Years

i. The purpose of this Request for Proposal is to demonstrate the City's renewed intent to ensure that the Forest Creek Golf Club receives the proper capital appropriate to ensure its fiscal sustainability to reverse the downward trend in rounds shown here:



ii. The previous five calendar years of operating performance is summarized below:

Calendar Year	Revenue	EBITDA	Net Income	Playable Days	Revenue Per Playable Day
2010	1,619,885	501,086	-68,166	316	5,126
2011	1,681,295	573,922	15,123	281	5,983
2012	1,765,360	661,438	86,353	325	5,432
2013	1,537,005	755,684	-179,823	298	5,158
2014	1,531,567	527,148	-61,411	321	4,771
2015	1,331,615	360,516	-131,419	294	4,529

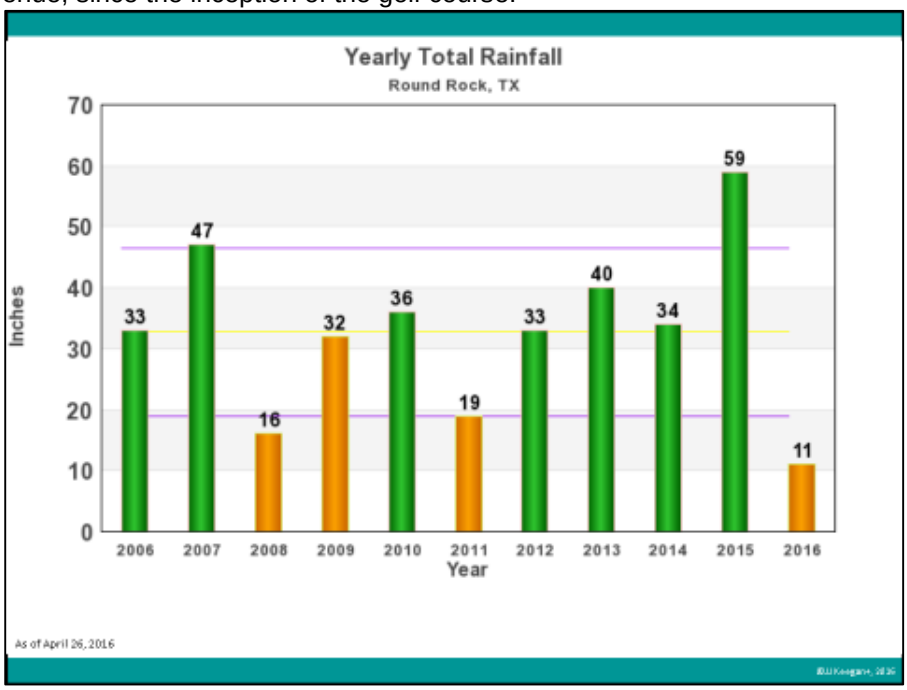
iii. Some of the downturn in the course's financial performance is due to the industry changes such as supply exceeds demand, weather, and millennials not embracing the game. The City has also not prioritized the golf course's maintenance and capital investment needs. The recent evaluation by JJ Keegan+ showed the area demand and underlying quality of the course were worth additional capital investment by the City.

iv. The downturn in revenue is directly correlated to the declining golf experience we offered in comparison to Star Ranch and the higher priced Avery Ranch.

In a September 2015 survey conducted of the Forest Creek customer database in combination with the City of Round Rock's Park and Recreation database, Star Ranch received the highest loyalty ranking:

In that survey, Avery Ranch finished last as to price and value reflecting the fiscally conservative nature of the customers.

v. For 2015, torrential rains over the Memorial Day weekend closed the course for several weeks. The course while playable in June did not return to ideal conditions until mid-July 2015. The chart below reflects the record rainfall received in 2015, which is attributable to the lowest annual revenue, since the inception of the golf course.



A Strategic Plan Highlighting the Challenges

i. The City contracted with Golf Convergence, Inc., (d/b/a JJ Keegan+ effective January 1, 2016) to conduct a comprehensive analysis of the financial, management and operational performance of Forest Creek Golf Club. The report, analysis, and recommendations were presented to the City on November 12, 2015. The presentation made can be found at:

http://roundrock.granicus.com/MediaPlayer.php?view_id=2&clip_id=1567

Questions regarding the report should be addressed to:

J. J. Keegan, Strategist
JJ Keegan+
4215 Morningstar Drive
Castle Rock, CO 80108
t 303 283.8880
c 303 596 4015
jjkeegan@jjkeegan.golf
www.jjkeegan.golf

ii. JJ Keegan+ is assisting the City of Round Rock with this RFP process and may serve as a member of the Evaluation Committee.

Objectives of this Request for Proposal

i. The City of Round Rock is seeking to have Forest Creek Golf Club operated in a professional manner to achieve the following business goals:

ii. The City requires that the golf course is operated in a professional manner. Upon the retention of the management firm, the City anticipates the creation of a strategic business plan defining the vision of the facility while under management. That plan should detail how the following goals are to be achieved and include a five-year cash flow forecast:

- **Objective #1: Serve the resident and guest golfers of Round Rock with a notable golf operation.** The primary objective is to provide a golf course with a level of service and standard of maintenance, which will exceed the expectations of the community and its guests. The City desires that all those wishing to use the course for group outings, charity events, tournaments, etc. will be served by a professional staff able to coordinate pro shop, concession, driving range, and cart rental services.

- **Objective #2: Professional, friendly customer service**. The City desires all customers to experience a professional, welcoming atmosphere that conveys respect, courtesy, and a genuine desire to please! The City expects all who visit the Course to recommend it and look forward to playing it over and over again. The Contractor may offer golf memberships.

- **Objective #3: Reasonable food operation consistent with other municipal golf courses.** The City desires to have the food and beverage service exceed the minimum standards. This must be based on the desired standard set by the Texas Department of Health.

- **Objective #4: Quality merchandise and lessons**. The City desires to have all merchandise and apparel provided in the pro shop to be of high quality and within the typical realm of a municipal golf shop. The City desires to have private and group lessons provided and a certified golf professional available for instruction.

- **Objective #5: Course, buildings, and infrastructure**. The City desires to have the course, buildings, and infrastructure maintained in a manner consistent with the existing quality through standard maintenance practices. It is the City's goal to establish a minimum amount of annual course gross revenues to be set aside for capital equipment and facility repairs for golf course. The City

and Contractor will agree upon an amount to be set aside for these items and is expected to be in the range of 4-8% of gross revenues. The Contractor will recommend how to spend the reserves (when, how, how often and to whom). The City will reserve the right of approval for all reserve expenditures.

The business plan should provide a detailed list of equipment inventory as to its anticipated life cycle and include a replacement schedule as deemed appropriate.

- **Objective #6: To add the necessary capital improvements** to the golf course and facility under a 5-year plan, which will be updated annually.

- **Objective #7**: **Have a short and long term marketing plan** supporting goals and objectives. This aspect of the business plan should address an update of the website, the incorporation of social media and the email database targeted goals as to size and frequency of customer contact.

- **Objective #8: Gross revenue is optimized by ideally balancing revenue per available tee time and rounds played.** The anticipated fee schedule for 2017 – 2021 for each rate category should be detailed hoping for simplification and compaction in the number of rack rates offered by type of golfer, time of the year and time of the day. The utilization of loyalty programs, prepaid discount cards and accessing third party distribution channels should be mentioned with a coherent discussion on the advantages and disadvantages of barter. The adoption of yield management should be considered providing for a variable rate structure demand based on quantifying the value customer experience. The participation in ORCA reporting upon its introduction to the Austin market in 2018 is encouraged.

- **Objective #9: Provide effective cost management** with an eye toward how to improve. The fringe benefits to be paid to employees, that will be hired by the management company and paid from that firm's payroll account, shall be detailed to ensure consistency with Federal minimum wage requirements.

- **Objective #10: Maintain Environmental Stewardship Cooperation with Texas Department of Commissions on Environmental Quality.** The golf course has numerous ponds and creeks that flow throughout the facility. During heavy rains, these water features can easily overflow. The application and use of pesticides, herbicides, and chemicals should comply with state regulatory standards.

- **Objective #11: Accountability to the City**. The City expects income and profit loss statements to be completed in a timely and accurate manner reflecting all revenue reported annually under the business license according to generally accepted accounting principles for golf courses. We understand that there is a natural reluctance of management companies to participate in national benchmarking services because it provides an opportunity for an independent comparison of their performance vs. their peers. The City mandates that the management company utilize all available benchmarking services, i.e., Golf Datatech, Club Benchmarking's Links Insight and Orca Reports to provide transparency in the management of Forest Creek Golf Club.

- **Objective #12: Debt Service**. The City anticipates that cash flow will be sufficient to amortize the existing and new debt that may be assumed to undertake the capital investment planned.

iii. The City anticipates that these goals will be achieved by the management firm introducing to the City of Round Rock professional management, proven systems, flexibility in contract negotiations with vendors, and aligning their interest harmoniously with the interests of City Council, management and the golfers during the initial year of the contract. As a result of achieving services, the City hopes to derive the following benefits:

A. Generate annual income sufficient to fully service the outstanding debt, new loans that may be incurred, all existing lease payment and cover the annual management fee and incentive, if earned.

B. Minimize the City's requirement to invest from the general fund in capital improvements.

C. Expand upon Round Rock's brand as the Sports Capital of Texas featuring the golf course as one of its prime assets.

D. Introduce best management practices to the operation of the City's golf course, including continued use of integrated tee time reservations and POS software to effectively manage and to enhance the customer experience such that the loyalty score (Reichheld standard) is 60 or above as annually measured.

SECTION 2:
PROPOSERS SCOPE OF RESPONSIBILITIES AND CONTRACT COMPLIANCE

General Requirements

i. The Management Company will act as an independent contractor and will be expected to provide, without the City's assistance, all staffing, equipment, amenities, marketing, routine maintenance and repairs, and services for the complete operation and maintenance of the property. The City will negotiate the use of, or ownership of existing equipment, inventories, or other capital assets required.

ii. The City shall be responsible for payment of all Capital Improvements or repairs (incident/occurrence), which occurs to the course, buildings, fixtures, and structures from the operating expenses.

iii. The City is responsible for life-cycle parking lot and roadway resurfacing and striping.

iv. Rates, including green fees, price points of goods for resale, and dining will be set by the Management Contractor, based on City approval. The clubhouse operation shall, at a minimum, provide for breakfast, lunch and catering services, during the season, as appropriate. Management Company shall be responsible to maintain all required Texas Alcoholic Beverage Commission (TABC) permits and licenses throughout the term of the agreement.

v. All monies specified and due to the City shall be paid to the Treasurer, City of Round Rock, on a monthly basis, commencing with the first payment due on the 15th day of the month following the closure of the first operating month. The remaining payments will be due and payable by noon on the 15th day of each month thereafter, or, if the 15th day of a specified month falls on a Saturday, Sunday or holiday, by noon on the next business day following the 15th day of the month which is not a Saturday, Sunday or holiday. A copy of the monthly sales and participatory tax reports must accompany each payment.

vi. The City would recommend membership in the Texas Golf Association, an organization that promotes local golf packages for Forest Creek Golf Club. The City does not require membership in the National Golf Course Owners Association, the National Golf Foundation or the United States Golf Association.

Complete Management Services Proposal

i. The Proposer(s) selected to enter into any management contract agreement with the City will be expected to manage the service option or options listed in this RFP and all of its operations consistent with modern management trends in the golf industry. It is up to each Proposer to fully describe their approach to the specific service outlined in this RFP.

ii. The City of Round Rock is requesting the submission of written proposals, with detailed information, by the company or individuals who are interested in management of ALL operations and maintenance for the City of Round Rock Golf Course including the clubhouse, pro shop, concessions, driving range and course.

iii. Said written proposal should acknowledge and address briefly how the Proposer will be responsible for and manage, upon execution of a contract the following:

1. Developing and submitting every three years a strategic business plan.

2. Developing and submitting an annual operating budget for all course operating costs, materials, and equipment.

3. Managing general site operations, including the golf course, practice areas, food and beverage areas, pro shop, and maintenance building and all other outdoor spaces, excluding the parking lots.

4. Possible oversight of the planned renovation of the golf course, while assisting the City's Purchasing Department in the preparation of all related Request For Proposals and/or Invitation For Bids, which shall include any construction specifications.

5. Developing and implementing all business critical systems, including but not limited to; preparing audits, completing asset inventories, developing personnel management procedures, paying all taxes, licenses and utilities, and providing all required reports and accounting.

6. Providing appropriate insurance and indemnifying and holding the City harmless from any liability arising from the management, operation of the golf course and any related facility responsibilities.

7. Identifying any projected capital improvement plans and costs associated, and how the proposed improvements will be financed.

Golf Operations (See Exhibit A for Full Description of Responsibilities)

i. Said written proposal should acknowledge and address briefly how the Proposer will be responsible for and manage, upon execution of a contract the following:

1. Managing the pro shop site operations including the golf Pro Shop, practice areas, and the cart storage areas. The individual retained as the Director of Golf Operations should be experienced in the hospitality and/or entertainment industries. Membership in the PGA or LPGA is recommended, but not mandated. We are seeking a disciplined professional business manager.

2. Selecting and acquiring all golf shop merchandise, display fixtures, furniture, equipment, and supplies.

3. Providing and supervising staff to operate and manage the Course Pro Shop from sunrise to sunset, seven days a week during the operating golf season.

4. Providing and managing golf cart and equipment rentals, including maintaining golf carts and assuming existing golf cart lease agreements.

5. Regulating and controlling play, including the enforcement of Course rules and regulations.

6. Supervising and controlling the starting time and reservation system.

7. Following the City's policies for collecting and depositing green fees, cart fees, and range fees daily.

8. Scheduling and facilitating golf tournaments, clinics, and junior golf promotions.

9. Recruiting, hiring, training, scheduling, and supervising course ranger services.

10. Developing a complete golf instruction program that employs a Class "A" Professional Golfers Association (PGA) professional or LPGA equivalent, to oversee and implement the program. The City has a strong preference, but it is not a requirement, that an individual be a member of both the PGA and LPGA.

11. Developing and implementing marketing strategies for promotion of special group and tournament play, particularly on days, and during periods, of low demand.

12. Promoting golf and golf-related activities in cooperation with existing golf clubs, organizations and the City of Round Rock.

13. Working cooperatively and collaboratively with other organizations (e.g. restaurant if under separate contract) to coordinate, develop and schedule golf events that are mutually beneficial to both parties and that promote golf play.

14. The Proposer shall, as requested, attend monthly meetings with the City to provide updates on overall golf operations.

Maintenance Services (See Exhibit B for Full Description of Responsibilities)

i. Said written proposal should acknowledge and address briefly how the Proposer will be responsible for and manage, upon execution of a contract the following:

1. Maintaining the landscape and hardscape of the entire site to promote and support operations at a level consistent with a high quality, daily-fee golf facility including, but not limited to: tees, greens and green collars, fairways, irrigated and non-irrigated rough, native and wetland areas, bunkers, water features, cart paths, practice area putting/hitting surfaces, fencing, and turf, maintenance buildings, entrance roads, signage, perimeter fencing, adjacent unimproved rights-of-way lighting, storage, drainage and utility services. Tree removal requires advance City approval.

2. Developing a complete facility maintenance program and employ a fulltime certified Class "A" Golf Course Superintendent Association of America (GCSAA) professional and local chapter of Superintendent Association with a license to apply chemicals normally used in the geographical area to oversee and implement the program.

3. Selecting and acquiring all landscape and hardscape maintenance materials, tools, and supplies.

4. Maintaining and replacing as necessary existing maintenance equipment and assuming existing lease agreements.

5. Maintaining by manufacturers recommendations, all tools, and supplies for golf course maintenance equipment repair.

6. Proposers must present capital improvement plans, including proposed funding.

7. Maintain all facility to ensure vitality and course conditioning.

Food and Beverage Catering (See Exhibit C for Full Description of Responsibilities)

i. Said written proposal should acknowledge and address briefly how the Proposer will be responsible for and manage, upon execution of a contract the following:

1. Provide food and beverage concession services to golfers, tournament groups, and visitors of the Forest Creek Golf Course during all course operating hours to include breakfast, if appropriate, and lunch. A dinner service is not anticipated.

2. Maintain customer service as a top priority. The Contractor must provide restaurant employees who are professional, friendly, and courteous to all golfers and the general public. The employee must maintain a neat appearance, exercise good public relations skills, respond to customer complaints and questions, have good wait person manners and conduct themselves in a high standard that is acceptable to the City. The Contractor shall also maintain a good working relationship with the City staff.

Evaluation of Operations

i. The City intends to protect its interests and ensure that expectations outlined in this document are met.

ii. The details of the golf course evaluation process are outlined below.

1. A written golf course evaluation report will be issued monthly by the Management Company Golf *Director* or Designee (to whom and when is it due) which shall be coordinated with the Golf Course Superintendent. Action items shall be addressed immediately by the Contractor with dates of completion documented weekly.

2. At the end of the first ninety (90) days of golf course maintenance, the Contractor shall submit a formal report to the City representative outlining recommendations which will improve the quality of service and assist in effecting future cost savings.

3. The City's Golf Coordinator or Designee shall, on a frequent basis or as necessary, inspect some or all of the golf course for purposes of ensuring Contractor's compliance with the scope of services. In conducting such inspection and evaluation, the City representative shall complete applicable portions of the Golf Course Operations and Maintenance Standards form and shall promptly after that provide Contractor a copy of the completed form or applicable portion. The City representative shall act reasonably and in good faith in making the determination of whether the Contractor has met the standards identified in the scope of services for the applicable areas being evaluated.

4. The golf course operations and maintenance components shall be rated as "Acceptable", "Needs Improvement", or "Unacceptable". An overall rating using the same scale shall also be determined. The City's Golf Coordinator or Designee's rating of an item as "Unacceptable" or "Needs Improvement" shall, upon Contractor's receipt of the Golf Course Operations and Maintenance Standards form, constitute a Notice of Golf Course Deficiency on the deficient items(s).

   Rating Scale shall be as outlined below:

   - Acceptable 95 — 100
   - Needs Improvement 81 — 94
   - Unacceptable 80 and below

5. Within one (1) week after receipt of the Golf Course Operations and Maintenance Standards form, the City representative and the golf course superintendent shall meet to review the deficiency item(s), including the corrective actions the superintendent intends to take to correct the deficiency item(s) and the time schedule for completion of corrective action. The proposed corrective action and the schedule shall be approved by the City's Golf Coordinator or Designee. When a deficient item has been satisfactorily corrected, the superintendent of the golf course shall notify the City's Golf Course Coordinator.

6. If Contractor obtains an overall rating of "Unacceptable" for a period of two (2) consecutive months, or fails to take action to correct timely any deficiency item(s), a vendor complaint shall be submitted to the City's Contractor Admonistrator notifying them that the Contractor is in material breach of their contract, which may result in contract termination. Also, any failure to achieve an overall rating of "Acceptable" for any four (4) months within any single operating year will be considered as a material breach of the contract, which may result in contract termination.

SECTION 3:
PREPARATION OF RESPONSE TO PROPOSAL
PROPOSAL GUIDELINES

i. The Proposer(s) warrants its response to this Request for Proposals to be fully disclosed and correct. The Proposer must submit a response complying with this RFP, and the information, documents and material submitted in the proposal must be complete and accurate in all material aspects. All proposals must contain direct responses to the following questions or requests for information and be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below.

ii. Proposers are advised to follow carefully the instructions listed below to be considered fully responsive to this RFP. Proposers are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide requested information may result in disqualification of response.

iii. The proposal must be submitted on 8 1/2" x 11" paper, numbered, typewritten, with headings, sections, and subsections identified appropriately.

iv. Respondents shall submit one (1) evident original signed paper copy and four (4) additional paper copies, clearly identified as "copy" of its response including required attachments. Pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the proposal. The proposal must address all requirements of this RFP as specified herein.

v. In addition, Respondents shall submit one (1) digital copy containing a copy of the Respondent's response in its entirety in an acceptable electronic format (PDF, RTF, TXT, DOC or XLS). The digital copy may be in the form of a CD or flash drive and shall be titled: RFP# 16-019: Management Services for the Forest Creek Golf Creek– [Name of Respondent]. Failure to provide a digital copy to include all attachments and supplemental materials may result in disqualification for award.

vi. All proposals shall be received and time-stamped in the office location described below no later than 3:00 PM local time Friday, July 22, 2016. Proposals received after the specified date and time (time-stamped 3:01 p.m. or later) shall not be considered and shall be returned unopened to the Proposer.

Issuing Office:

City of Round Rock
ATTN: Ron Hunter, Purchasing Manager.
221 East Main Street
Round Rock, TX 78664
512-218-5457
ronhunter@roundrocktexas.gov

vii. Proposals received by telephone, telegraph, facsimile or any other means of electronic transfer shall not be accepted.

viii. SOLICITATION UPDATES: Respondents shall be responsible for monitoring the City's website at http://www.roundrocktexas.gov/bids for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

ix. Proposers may withdraw their proposal by notifying the City in writing at any time before the time set for the proposal deadline. Proposers may withdraw their proposal in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals, once opened, become the property of the City and will not be returned to the Proposers.

x. No additional information may be submitted, or follow-up performed by any Proposer unless requested by the City, after the stated due date, outside of a formal presentation requested by the Evaluation Committee.

xi. Any material changes to the Request for Proposal will be addressed by a formal issuance of a written addendum to all Proposers of Records that will become part of the proposed documentation.

xii. Oral instructions do not form a part of the proposed documents.

Proposal Sections

i. It is recommended that all proposals be limited to forty (40) pages.

ii. The proposal must be (numbered and contain an organized, paginated table of contents corresponding to the section and pages of the proposal), divided into eight (8) sections with references to parts of this RFP done on a section number/paragraph number basis. The eight (8) sections shall be named:

Tab 1. Letter of Transmittal
Tab 2. Executive Summary
Tab 3. Qualifications and Capabilities: components of this section should include:
- a. Company Background
- b. Years in the Business
- c. Municipal Experience
- d. Golf Course Construction
- e. References

Tab 4. Transition Plan
Tab 5. Marketing Approach (short and long-term programs delineated)
Tab 6. Management Approach: components of this section should include:
- a. The On-Site and Corporate Team
- b. Description of Golf Shop Operations, Maintenance, Food and Beverage, Outings and Banquet and community outreach philosophies
- c. Staffing Plan and Organization
- d. Current Employees
- e. Revenue and Expense Models
- f. Reports

Tab 7. Fees and Compensation
- a. Management Fees - Base
- b. Incentives based on Financial Performance

Tab 8. Financial Stability of Proposer including a summary list of all insurance maintained by Management Company.

A. Letter of Transmittal

i. The Proposal letter shall be addressed to the City of Round Rock's Purchasing Manager and shall include at a minimum the following:

c. Name of Individual, Partnership, Company, or Corporation submitting proposal;

d. Contact information for proposal submittal questions and future performance questions;

e. Statement that all terms and conditions of the RFP are understood and acknowledged by the undersigned;

f. Signature(s) and title(s) of representative(s) legally authorized to bind the Proposer.

B. Executive Summary

The Proposer will include an Executive Summary, (maximum three pages), that states how they view this contractual opportunity and provides an overview of their proposed approach.

C. Qualifications and Capabilities

i. The City of Round Rock requires a minimum of five years of experience managing golf courses for more than five distinct clients.

ii. To determine if a proposing firm has adequate experience, the Proposer needs to provide answers to the following questions or requests for information as they relate to its existing management of a similar facility.

1) Indicate the number of years the Proposer has been providing these types of services.

2) Provide a listing and description of municipal course operated by the Proposer.

3) Provide the annual gross and net revenue, a number of rounds and type of rounds, per golf course.

4) Provide the average annual maintenance expense per course.

5) Provide a brief description of the location and market overview for each market operated (e.g. number of course in market, market share competition, cost structure and revenue generation).

6) Describe the previous role of any partners/vendors/Contractors that might be employed to assist in the management and operations of the City's golf course. Provide examples of how your firm or organization has performed these types of management, operations, and maintenance partnership and relationships in the past.

7) Detail the types of support anticipated from your company's central office if applicable. Describe how individual course currently obtains such support and how the administrative costs for each individual course are apportioned and accounted for.

8) Indicate how your organization has elevated the image of another course you operate.

9) Please provide a list of five (5) references that can describe your previous performance in the management, operations, and maintenance of the facility for whom the Proposer has provided services comparable to those described in this RFP. This listing shall include contacts for the last three (3) contracts entered into by your organization.

For each reference, detail:

- Name of entity (firm, city, etc.).
- Address of entity.
- Name, title, e-mail address, phone, and fax of a contact for the entity.
- A number of years Proposer has served the entity.
- A brief summary of the scope of services provided, and type of contract.
- A brief summary of measures of success of your operations.

10) Provide legal history of the company including, but not limited to:

- List any history of claims, litigation, arbitration, and termination for a cause associated with any work contracted on any project in the past ten (10) years.

- Has the Proposer had a contract terminated for default within the past ten (10) years?
- Has the Proposer filed any lawsuits, requested arbitration, or been involved in any litigation concerning your contract activity within the last ten (10) years?
- Does the Proposer have any judgments, claims, arbitration proceedings, or lawsuits pending?
- Has the Proposer filed for Chapter 7, 11 or 13 bankruptcies in the past ten (10) years?
- List any current litigation pending with any municipality.
- If Proposer has no history of litigation, claims, or disputes, please so state.

D. Transition Plan

Proposers should submit a transition plan indicating how the Proposer will assume the services provided by the City in a smooth and orderly manner. The Proposer should discuss (maximum three pages) their approach and methodology and should include interviews that may be conducted with current City of Round Rock staff, any rate changes contemplated, etc.

E. Marketing Approach

The Proposer shall outline the components of a 3-year marketing plan summary regarding their intent to increase rounds of golf with expectations for annual updates. Include examples of successful market analysis and marketing plans that demonstrate your organization's ability to move into a new market and be successful.

F. Management Approach

This section details the components to be included in the Proposer's Business Plan describing the services to be performed and the manner in which they will be performed. Such description should, at a minimum, provide the following information.

1. Proposer's understanding of the project.

2. Overall project plans with a listing of all major tasks to be performed by the Proposer and the deliverable products associated with each task.

3. Listing and annotation as to the manner in which the Proposer proposes to meet each provision stipulated in this RFP.

4. Examples of measurable goals and objectives that can be incorporated in the agreement.

5. List of any exceptions taken to the provisions of this RFP.

6. Identify proposed staff members who will be involved in providing services including qualifications and specific responsibilities.

7. Proposers must present capital improvement plans, including proposed funding.

F.001 Staffing and Organization

Proposer shall include a staffing plan for the City of Round Rock Golf Course and shall indicate the following:

1. Identify the overall manager and other key personnel by name with their skills, background, experience and credentials. Include references and proposed job

descriptions. If you cannot at this time identify the person by name, supply the required qualifications and how you will acquire that individual.

2. The Proposer must have certified Class "A" Professional Golf Association (PGA) and Class "A" Golf Course Superintendents of America (GCSAA), and the local chapter of Superintendent Association with a state pesticide Applicator licensed professional on staff at the course. This section needs added information and we should address the pesticide license.

3. Provide staffing levels, and an organizational chart, for each segment of your overall local organization. Provide an organizational summary that will highlight the experience and the role of the individuals who will be directly involved in the management of the City of Round Rock Golf Course. Include a listing of all personnel that will be assigned to the project along with a summary of their qualifications and specific responsibilities for the project.

F.002 Revenue and Expense Models

i. The proposal shall include a financial plan based on the recommended business strategy proposed with a detailed pro forma that demonstrates a viable revenue and expense model for the period of the proposed term of the agreement. Such a pro forma shall include proposed fees, driving range, food, and beverage services.

ii. The expense portion (model) shall include all of the anticipated golf course maintenance, pro shop operating, debt payments and any capital improvement costs. Any fixed capital improvements shall become the property of the City of Round Rock upon termination or expiration of the term of the agreement.

F.003 Reports

Sample Monthly reports of activities shall be submitted by the Contractor. Reports to be submitted with the proposal should include, but are not limited to, the following:

I. Gross Revenue Statement/Pro Forma
2. Staffing
3. Maintenance Conditions Report
4. Rounds of Golf by Type
5. Expenditures Statement/Pro Forma
6. Issues and Their Resolution

G. Fees and Compensation

G.001 Term Sheet

i. The City of Round Rock is seeking proposals for the management of Forest Creek Golf Course effective January 1, 2017.

ii. Presented on Page 5 is the Financial Proposal Form or "term sheet" the City of Round Rock seeks each respondent to complete.

G.002 Management Fees

i. The Proposer shall submit a description of the management fees they propose the City pay for their services for Forest Creek Golf Course for 2017 – 2021.

ii. The fee can be structured to include a base fee plus incentives or a simple monthly fee for all services contemplated herein. The proposed fee structure should also identify any future years' adjustments.

The management fee will be payable to the Contractor in monthly increments, paid for by the operating revenues of the Forest Creek Golf Course.

iii. Options to extend the agreement will be evaluated and, if agreed to by both parties may be included in the final agreement. One five-year option for the period 2022 –2026 will be considered.

iv. It will be the responsibility of the Proposer to determine what capital projects are needed to improve the overall operation and maintenance of the golf course. The Proposer will be expected to assist the City in developing a capital improvement budget, to be updated each fiscal year. The budget shall identify the projects, the costs, funding method and the proposed dates for initiation and completion of projects. Proposals shall also include a description of the projects they believe will be necessary to maintain the long-term viability of the golf course.

G.003 Financial Stability of Proposer

Provide clear evidence of financial stability and resources necessary to successfully develop/manage the proposal option. Please note that before entering into any agreement, the City requires a comprehensive review of the firm's financial statements and additional financial information on individual investors:

1. If a publicly held corporation, provide the latest annual report and any quarterly reports issued since the annual report, the latest 10K and any 10Q reports issued since the 10K.

2. If non-publicly held, provide audited/certified business financial statements or business income tax returns for the previous two (2) tax years.

3. If non-publicly held, please provide a description of ownership structure identifying key owners and their backgrounds.

4. Provide additional financial information for demonstrating financial stability and strong credit relationships. (e.g. Dunn and Bradstreet Report)

SECTION 4:
EVALUATION OF PROPOSALS

Evaluation Method

The City Manager shall appoint an Evaluation Team to evaluate Proposals considering responses to criteria in the RFP. Upon completion of the evaluations, the Evaluation Team will recommend, to the City Manager, the Proposer(s) which offers the best value to the City of Round Rock, taking into consideration the importance of the evaluation factors set forth below.

Evaluation of Proposals

The Evaluation Team will review and evaluate the proposals for the purpose of ranking them in relative position based on how fully each proposal meets the criteria for each category. The City shall be the sole judge of its best interests and evaluation of Proposals. The City's decisions will be final. The ranking of Proposals will be at the sole discretion of the Evaluation Team.

The City reserves the right to negotiate a contract with the highest evaluated Proposer as determined by the Evaluation Team. The City reserves the right to negotiate with the selected Proposer the exact terms and conditions of the contract. Should negotiations with the highest evaluated Proposer not produce an acceptable contract, the City reserves the right to begin negotiations with the second highest qualified Proposer, and so on, until an acceptable contract is negotiated, or to break off negotiations with all firms and not award a contract. The responsibility for final selection and award of a contract rests solely with the City Council of the City of Round Rock which has the sole discretion at which option they believe will best meet the interests of the community. The City shall not be liable to any Proposer for costs associated with responding to this RFP, of Proposer's participation in any oral interview, or any cost associated with negotiations.

Based upon preliminary scoring of the written Proposals, the Evaluation Team may develop a shortlist of Proposers and invite those firms to make a presentation, so that the Proposer can further present the proposal and discuss various components of the Proposal. Following the presentations, if applicable, the Evaluation Team will rank the shortlisted firms considering both the written proposal and presentation. Proposer presentations/demonstrations shall be at a City site, at a date and time mutually agreed to between the City and Proposer, with the Proposer's expenses paid for by the Proposer. Evaluation Team members will individually score each responsive and responsible proposal using the criteria below. Total score for each response will be tabulated for each Evaluation Team member. Using those scores, each response will be ranked. The Evaluation Team will determine if discussions and/or Best and Final Offers are necessary. Award of a contract may be made without discussions or Best and Final Offers, if in the best interest of the City.

The City reserves the right to accept or reject any or all proposals with or without cause, to waive technicalities, or to accept the proposal, which, in its judgment, best serves the interest of the City. In the event contract(s) are to be awarded, it will be to the Proposer that demonstrates, in the City's opinion, the highest degree of compliance with the evaluation criteria, who will after that enter into a written Agreement with the City. The Proposer(s) understands that this RFP does not constitute an agreement or a contract with the Proposer. The City reserves the right to reject all proposals, to waive any formalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety.

A. Evaluation Criteria

The criteria to review the proposals received includes:

1. Experience

- Company Background
- Years in the Business

- Municipal Experience
- References

2. Capabilities and Skills
   - Staffing Plan and Organization
   - The On-Site and Corporate Team
   - Current Employees
   - Financial Stability of Proposer

3. Services to Be Provided
   - Strategic Vision for Forest Creek
   - Construction Strategy
   - Transition Plan
   - Marketing Approach
   - Description of Golf Shop Operations, Maintenance, Food and Beverage, Outings and Banquet and community outreach philosophies
   - Revenue and Expense Models
   - Reports

4. Price
   - Management Fees – base
   - Management Fees - incentives

B. Award

The award of a contract shall be the sole discretion of the City. The award shall be based upon the evaluation of all information as the City may request. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities in the bidding. Further, the City reserves the right to enter into any contract deemed to be in the best interest of the City.

C. Public Notice of Award or Decision to Award

Public notice of the award or the announcement of the decision to award shall be provided by posting the appropriate notice on the City's website http://www.roundrocktexas.gov, and mailing the successful notice to the Proposers who submitted their proposals in response to the solicitation.

SECTION 5:
TERMS AND CONDITIONS FOR CONTRACTORS

Terms of this RFP

1. Issuing Office and Contact for Questions

All prospective Proposers are at this moment instructed not to contact any member of the City of Round Rock City Council, City Manager, Golf Course Evaluation Committee or City of Round Rock Staff members other than the noted contact person regarding this RFP. Any such contact may be cause for rejection of your proposal. All questions concerning this Request for Proposal shall be in writing, on or before July 1, 2016, to:

City of Round Rock
ATTN**: Ron Hunter,** Purchasing Manager

The proposed timetable for the award based on this Request for Proposal is as follows:

Event	Deadline
Issuance of RFP	6/10/16
Pre-Proposal Conference	6/24/16
Last Day for Proposal Questions	7/1/16
Responses to Questions	7/8/16
Final Proposals to be Received	7/22/16
Evaluation Committee Identifies Short List Proposals	7/29/16
Proposer Presentations (Short List)	8/19/16
Final Proposal Scoring	8/26/16
Recommendation to City Manager	9/1/16
Approval by City Council	10/13/16

2. Pre-Proposal Conference

A pre-proposal conference will be held at **1:00 p.m.** on Friday**, June 24, 2016,** at the Forest Creek Clubhouse:
99 Twin Ridge Parkway
Round Rock, TX 78664
(512) 388-2874

The pre-proposal conference will also be available to join on WebEx via the following info and web link.

https://roundrock.webex.com/roundrock/j.php?MTID=mac5649b79fe1ed85210815c131e045b3

Meeting number (access code): 806 474 787
Meeting password: tH7uRj9P

Join by phone
1-877-668-4493 Call-in toll-free number (US/Canada)

The purpose of the conference is to clarify and answer any questions associated with the solicitation. Any changes determined necessary as a result of this conference or any other source which may affect the responses to the solicitation shall be formally addressed by the Issuing Office via addenda. Attendance of this conference is not mandatory but is advisable.

A. Inquiries /Interpretations

All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the City Purchasing Manager in writing before the due date; failure to do so, on the part of the Proposer, will constitute acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretations of the RFP documents, shall be requested in writing, and received by the City Purchasing Manager no later than July 1, 2016. The City will not be responsible for any oral instructions made by any employee(s) of the City regarding this RFP. Oral statements given before the proposal due date will not be binding.

B. Delays

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify Proposers of all changes in scheduled due dates by posting the notification on the City's website, http://www.roundrocktexas.gov

C. Submittal

The Proposer shall submit the following documents/information:

1) Cover page of Request for Proposal with signature, title, and date;
2) Respondent's Financial Proposal Form;
3) Response to Request for Proposal consistent with the guidelines in Section 3;

D. Proposal Opening

Proposals must be delivered to the City of Round Rock in a sealed package, clearly marked on the outside, RFP #16-019, the Date and Time of Closing, and the name and address of the Respondent by 3:00 p.m. on July 22, 2016, to:

City of Round Rock
ATTN: Ron Hunter, Purchasing Manager
221 East Main Street
Round Rock, TX 78664
512-218-5457
ronhunter@roundrocktexas.gov

At the time specified, the proposals received shall be opened. Only all of the names of the Proposers submitting proposals shall be read aloud. No other information will be provided at the time.

E. Accuracy of Qualification Information

Any Proposer, which submits its proposal to the City any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration.

F. Licenses

Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Texas & the City of Round Rock before the signing of a contract. This requirement shall include all licenses and permits to provide Golf Course Management Services and any other relevant

licenses, certifications or permits as required in the Scope of Work. Should the Proposer not be able to obtain licenses and certifications, then contract negotiations will be terminated. Any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Proposer. The selected Proposer shall be responsible for knowledge of and compliance with all relative local, state and Federal codes and regulations.

G. The Affirmation

By submission of an RFP, Proposer affirms that his/her proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same services.

H. Mistakes in Qualification

Proposers are expected to examine the terms and conditions, and all instructions about the RFP. Failure to do so will be at Proposer's risk. Proposals having erasures or corrections must be initialed in ink by the Proposer.

I. Advertising

In submitting a proposal, Proposer agrees not to use the results from any location as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

J. Inspections

In addition to data and documentation being submitted by Proposer in response to this RFP, the City reserves the right to make an on-site inspection and evaluation of any facility at which contract operation services are being performed by Proposer. If the City chooses to exercise this right, Proposer shall provide a representative to accompany the City's designee on any on-site inspection. Inspection is not limited to only one facility. All cost of transportation and subsistence to inspect any facility incurred by the City personnel shall be borne by the City.

K. Equipment

The city will grant use of all equipment to the management company. As new equipment is required, it will become the operational and financial responsibility of the City to acquire.

3. Special Terms and Conditions

1. **ABANDONMENT OR DEFAULT:** A Respondent who abandons or defaults on work which causes the City to purchase goods or services elsewhere may be charged the difference in cost of goods, services or handling, if any, and may not be considered in the re-advertisement of the goods or services and may not be considered in future solicitations for the same type of work unless the scope of work is significantly changed. If the respondent defaults on the contract, the City reserves the right to cancel the contract without notice and either re-solicit or re-award the contract to the next best responsive and responsible respondent. The defaulting respondent shall not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.

2. **CANCELLATION:** The City reserves the right to cancel the Agreement for default of all or any part of the undelivered portion of the order if the Respondent breaches any of the terms hereof including warranties or becomes insolvent or commits acts of bankruptcy. Such right of cancellation is an addition to and not in lieu of any remedies, which the City may have in law or equity. Upon award, this contract may be cancelled, without penalty, by either party by providing thirty (30) days written notice to the other party. The City shall pay the respondent the contract price prorated for acceptable service performed up to the date specified in the notice of cancellation. Termination under this paragraph shall

not relieve the respondent of any obligation or liability that has occurred before cancellation. The respondent shall refund any balance of unused prepaid funds to the City.

3. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

3.1. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

3.2. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

4. **PROPRIETARY OR CONFIDENTIAL INFORMATION:** Responses may include proprietary or confidential information. The City shall take reasonable precautions in protecting such information provided that it is clearly identified as proprietary or confidential on the page on which it appears.

5. **DAMAGE CLAIMS:** The Respondent shall be responsible for damage to the City's equipment or property, the workplace and its contents by its work, negligence in work, its personnel and equipment. The Respondent shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work. The respondent shall defend, indemnify, and hold harmless the City, all of its officers and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omission of respondent or any agent, employee, sub-Respondent, or supplier of Respondent in the execution or performance of this contract.

6. **INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK):** Other governmental entities may be extended the opportunity to purchase off of the City's Agreements, with the consent and agreement of the awarded Respondent(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Respondent's submittal. However, all parties indicate their understanding and hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

7. **RIGHT TO AUDIT:**

7.1. The Respondent agrees that the representatives of the Office of the State Auditor or other authorized representatives of the City shall have access to, and the rights to audit, examine, or reproduce, and and all records of the Respondent related to the performance under this Agreement. The Respondent shall retail all such records for a period of three (3) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Respondent are resolved, whichever is longer. The Respondent agrees to refund to the City any overpayments disclosed by any such audit.

7.2. Respondent understands that acceptance of funds under this contract acts as acceptance of the authority of the City to conduct an audit or investigation in connection with those funds. Respondent further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Respondent shall ensure that this clause concerning the authority to audit funds received indirectly by sub-Respondents through the respondent and the requirement to cooperate is included in any subcontract it awards.

8. **TAX EXEMPTION:** The City of Round Rock is exempt from all Federal excise, State, and Local taxes unless otherwise stated in this document. The City claims exemption from all States and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemptions Certificates will

be furnished upon request. Respondents shall not charge for said taxes. If billed, City will not remit payment until invoice is corrected.

9. RESPONDENT RESPONSIBILITES:

9.1. The respondent shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the contract including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, respondent shall furnish the City with satisfactory proof of its compliance.

9.2. The Respondent shall fully and timely provide all deliverables described in the Solicitation, Contract/Purchase Order and in the Respondent's response in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and Local laws, rules and regulations.

10. AWARD OF CONTRACT:

10.1. A response to a solicitation is an offer to contract with the City based on the terms, conditions and specifications contained in the solicitation. Responses do not become contracts unless it is accepted through an authorized signed approved City Contract.

10.2. This contract shall be conducted in accordance with Texas Local Government Code Chapter 252. The contract shall consist of the RFP; any questions and answers and/or addenda as a result of the submitted written questions; the Successful Respondent's response; any City request for a Best and Final Offer; any successful respondent's Best and Final offer; the Notice of Award; and any subsequent written amendments agreed to by the City and the Respondent (the "Contract Documents").

10.3. Any contract resulting from this solicitation is subject to cancellation, without penalty, either in whole or in part, if the funding is not appropriated by the City of Round Rock. The contract for this procurement shall be governed, construed and interpreted under the laws of the State of Texas.

10.4. This contract is void if sold or assigned to another company without written approval of the City. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City designated Project Leader(s) and Contract Administrator as soon as possible, but not later than thirty (30) days from the date of change.

Whenever used in the Request for Proposal and purposes of any notices under this contract, Contract Administrator shall be as described below:

City of Round Rock
ATTN: Brian Stillman <bstillman@roundrocktexas.gov>
221 East Main Street
Round Rock, TX 78664
512-218-6607

11. SPECIFICATIONS: The services performed shall be in accordance with the purchase specifications herein. The City shall decide the answers to all questions that may arise as to the interpretation of the specifications and the quality, or acceptability of work performed. The City shall decide the rate of progress of the work and the acceptable fulfillment of the service on the part of the respondent.

12. PATENTS OR COPYRIGHTS: The respondent agrees to protect the City and each participating municipality from claims involving infringement of patent or copyrights.

13. RESPONDENT ASSIGNMENTS: The successful respondent hereby assigns to purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the

antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

14. **DISPUTE RESOLUTION**: If a dispute or claim arises under an Agreement, the parties agree to resolve the dispute or claim by appropriate internal means. If the parties cannot reach a mutually satisfactory resolution, any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, City and Respondent shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the parties.

City and Respondent hereby expressly agree that no claims or disputes between the parties arising out of or relating to the Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

15. **SUBSTITUTIONS**: Substitutions are not permitted without the written approval of the City.

16. **PUBLIC DISCLOSURE**: No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of the City. The respondent shall coordinate and obtain approval for the following activities, which include but are not limited to: orientation sessions, sales calls, customer user seminars, and general mailings to municipalities.

17. **PUBLIC INFORMATION ACT**: Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").

18. **ANTI-LOBBYING AFFIDAVIT**: By executing the response to the RFP, the Respondent agrees to the following terms and conditions of the RFP. From and after the deadline for submission of the initial response, RFP No. 14-001, the Respondent, its employees, officials, agents, and sub-Respondents shall not communicate or attempt to communicate about this RFP and the entity's response with City personnel, the evaluation committee members, and the other City officials involved in making recommendations or decisions for award of contracts arising from this RFP; provided, however, the entity, its employees, officials, agents, and sub-Respondents shall be allowed to participate in the City sponsored evaluation process, in the form authorized.

Further, the Respondent shall not, through indirect means of unpaid associates, volunteers, or other persons, communicate or attempt to communicate about the Respondent's response to any City personnel, the evaluation committee members, or the other City officials involved in making recommendations or decisions for award of contracts arising from this RFP. The Respondent understands and agrees that violation of this requirement may result in rejection of its Proposal as a violation of the terms and conditions of the procurement process.

19. **ADDITIONAL TERMS AND CONDITIONS**: In addition to the above General Terms and Conditions listed in Section IV, the City's Definitions, Terms and Conditions shall be enforced and part of the contract and can be obtained from the City's website at:

http://www.roundrocktexas.gov/departments/purchasing/solicitations/purchasing-active-solicitations/

EXHIBIT "A"
GOLF OPERATIONS SCOPE OF WORK

The scope of work covered by these Golf Operations Specifications consists of providing labor; services; materials; supplies; golf carts; selecting golf shop furniture, fixtures, equipment, inventory for sale; and other items as may be required to support the operation of a quality, municipal golf course, golf shop, and practice facility. Services according to these specifications shall commence at a time necessary for the Contractor to adequately prepare for the start of revenue producing operations and will continue until termination of the agreement between the golf operations Contractor and the City.

A. AGREEMENT TERMS

Golf Operations as specified herein are part of the "***Golf Course Operating Agreement***" between the City and the Contractor.
As part of the operating agreement, Contractor will be responsible for all approved and budgeted expenses including, but not limited to, payroll and payroll expenses, outside services, materials, utilities, and supplies necessary to perform the scope of work, except where noted. The City reserves the right from time to time as conditions warrant to hire outside golf course operations consultants at City's expense to inspect the golf course and Contractor agrees to carry out reasonable recommendations of the City made as a result of the inspection(s).

B. PERSONNEL & SUPERVISION

Golf operations as identified herein will be conducted under the direct supervision of an experienced, qualified, onsite operations Manager.
The Contractor will be responsible for hiring, training, managing, and compensating the necessary personnel for the performance of the work according to these specifications and other terms contained in the agreement documents. A Staffing plan may include a PGA/LPGA Class "A" Professional, who is onsite a minimum of 40 hours per week and will provide staff on duty during pro shop operating hours.

C. HOURS OF OPERATION

In the event play and/or use must be temporarily suspended on the golf course due to inclement weather conditions, the decision on when to allow use and/or play to resume, and when to allow golf carts to go on the course, will be made by the Contractor and the City will be notified.

D. CLUBHOUSE AND GOLF SHOP

Merchandise Quality/Quantity

a. Contractor shall agree to purchase the existing pro shop inventories from the City by actual cost and consistent with a physical inventory of such items.
b. Contractor shall provide and maintain such inventory of golf merchandise as is deemed necessary by mutual consent of the Contractor and the City.
c. Contractor shall provide a point-of-sale system, and all fixtures necessary for the display and sale of merchandise.
d. The Contractor shall offer for sale goods of premium quality consistent with the quality of goods sold at the equivalent daily-fee golf course.
e. Contractor shall not offer for sale or rental any item of merchandise which the City deems objectionable or beyond the scope of the agreement.

Pricing

The Contractor shall charge competitive prices for the same or similar goods sold at the equivalent quality, daily fee golf course in the area consistent with the cost to provide such goods.

E. GOLF AND OTHER SERVICES

Required Operating Responsibilities

The Contractor will be responsible for providing all Golf Services at the Course including, at a minimum, the following services, and activities:

a. Manage golf cart and equipment rentals.
b. Supervise and control the starting time and reservation system.
c. Collect and deposit all daily revenues, including, but not limited to, monies from green fees, merchandise sales, cart and equipment rentals, lessons, tournaments, gift certificate sales, resident and multi-play cards, and membership programs.
d. Provide quality golf lessons and instruction for all levels of play.
e. Promote golf and golf-related activities in cooperation with existing golf clubs, organizations, tourist development, and the City of Round Rock.
f. Schedule and facilitate golf tournaments, clinics, and junior golf promotions that meet with the City's image and priorities.
g. Provide, schedule, and supervise course marshal and starter services.
h. Attend monthly meetings, as requested, with the City to provide updates on golf course matters.
i. Work cooperatively and collaboratively with the supervision of maintenance, food, and beverage, and City management staff to provide a positive golf experience for all users.
j. The contractor will make a representative available for meetings with local Men's and Women's Golf Associations.
k. The contractor will maintain signage and advertisement for the Men's and Women's Golf Associations (memberships).

Reservations

a. The Contractor shall provide, maintain, and upgrade reservation systems as needed to include a website.
b. Group and tournament events shall be handled by qualified, experienced personnel.
c. Restricted walking will be permitted; Contractor to determine.

Starter/Player Assistants

a. The Contractor shall provide a Starter and a plan for the Starter to monitor play and provide a quality experience as players begin each round of golf. Pace of play objectives shall be established by the Contractor, approved by the City and communicated to players before they begin each round of golf.
b. The Contractor shall submit a plan to the City for Golf Course marshal services to promote a comfortable yet brisk pace of play. Any subsequent curtailment or decrease of this service shall be reasonably justified by the Contractor and approved by the City.
c. Any special requirements for group/tournament play will be established by the Contractor, conveyed when reservations are booked and communicated by golf operations staff as groups are checked in.

d. The Contractor shall provide all complimentary, necessary and consumable golf supplies including scoring pencils and "logo" scorecards.
e. The Contractor shall provide cart assignment sheets, scoreboards, and other special materials to support group/tournament events. The support materials shall be consistent with quality and "logo" identification with other daily fee play materials.

Rentals

a. The Contractor shall provide and maintain for rental an inventory of quality, recognized brand sets of golf clubs, with bags, sufficient to meet player's demands.
b. The Contractor shall provide and maintain for rental a supply of pull carts sufficient to meet player's demands.
c. The Contractor shall ensure an adequate number golf carts are available. The contractor will maintain an adequate number of this supply in a clean, fully-charged manner sufficient to meet player's demand.

Practice Areas

a. The Contractor shall be responsible for the quality operation of the practice facility.
b. The Contractor shall be responsible for maintaining a high quality and sufficient quantity of all elements used at the practice facility including balls, hitting surfaces, landing area, cups, and flags.

Lessons

The Contractor shall provide golf lessons and training by qualified instructors under the supervision of a Class "A" professional whose qualifications have been approved by the City.

Group Tournament Services

a. The Contractor shall provide group event, tournament, and outing scheduling services without discrimination consistent with the City standards and image.
b. The Contractor shall promote the use of all other fee services and sale of goods.
c. Existing tournament schedules and annual tournaments run by the local golf associations will have preferred scheduling.
d. The contractor may negotiate fees for group/tournament activity or other special uses.

Equipment Repair

a. If the City and the Contractor together determine that there is a demand for equipment repair service, the Contractor shall submit a plan to maintain all City-owned and leased equipment to manufacturer's standards. (Referenced equipment includes items such as ID card printers, push carts, club fitting equipment, etc.)

Golf Green Fees

a. Fees and Charges
   1. Contractor shall keep current a comprehensive schedule of fees for golf play and cart rentals. Standard fees shall be displayed and posted on the website.
b. Establishing of Fees

   1. Contractor shall conduct an annual, comprehensive survey of green fee and rental rates at comparable golf course within the market area and submit recommendations for fee changes to the City.
   2. The City must approve all green fee and rental rate changes, for which approval will not be unreasonably withheld.
   3. The contractor may run fee discounts and special pricing packages at their discretion.

Cash Handling and Reporting

a. The Contractor shall keep complete records of all transactions concerning all monies for fees and goods collected.
b. The Contractor shall be responsible for and keep neat, accurate, auditable records of reservations made and fulfilled, and fees charged for every individual and group who use the golf course.
c. The Contractor shall, throughout the term of this agreement, comply with City's policy regarding the collection of all fees, reporting requirements for fees collected, and the system of accountability and procedures thereof.
d. At the City's request, all accounting records and starting sheets shall be available for examination by the City, its auditor, and any 3rd parties so designated by the City.
e. All green fees and sales & rental transactions must be entered into Point of Sale Systems. A register receipt, showing a correct date and time of issue, and amount paid, shall be tendered to every person paying for fees or services.

EXHIBIT "B"
GOLF COURSE MAINTENANCE

Golf Course Maintenance Requirements

Listed below are the standard maintenance guidelines and requirements to be performed. The addition or deletion of services necessary to maintain the course to USGA standards should be clearly identified in the Proposer's proposed Maintenance Plan.

A. Soil Analysis

1. Soil samples shall be taken at least once a year on greens, tees, and fairways.
2. A certified laboratory shall analyze the samples, and the resulting report will be used to make treatment decisions.
3. Fertilizer applications will be tailored to the soil/plant needs.

B. Fertilization Requirements (by USGA recommendations)

1. Greens shall be fertilized to promote playability, and a healthy grass and root system.
2. Tees shall be fertilized as needed.
3. Fairways, roughs, driving range, and clubhouse turf shall receive necessary applications to promote maximum turf coverage per year based upon a standard level set for the particular course.
4. Landscape, ornamentals, and shrubbery to receive at least one application a year. Mulching must be maintained and replenished to maintain appearance standards.

C. Mowing Requirements

These activities shall be scheduled at such a time as to limit the interference with play.

1. Greens:
   a. Greens to be mowed on a daily basis, weather permitting and seasonally adjusted.
   b. Mowing heights of the greens shall be consistent and be maintained on a daily basis to keep a smooth rolling service to USGA standards.
   c. Collars will be maintained at less than 750/1000 inch.

2. Tees, Fairways, and Aprons. These areas will be mowed as needed and be consistent with a maximum of 5/8 inch for the tees.

3. Roughs and other areas:

   a. Roughs will be mowed as needed to help maintain an acceptable pace of play and golfer enjoyment.
   b. Bunker slopes, clubhouse turf, and all other turf areas shall be mowed as needed.
   c. Sand traps are to be raked daily.
   d. During colder months it may be acceptable to mow bi-weekly.
   e. Clubhouse flowerbeds will be maintained and kept free of weeds.
   f. Leaf removal to be conducted to facilitate play.

D. Cultural Practices

1. Aerification:
   a. Greens are required to be aerified a minimum of two times a year.
   b. Tees and aprons are required to be aerified once a year.
   c. Fairways are required to be aerified once a year.
   d. Rough is to be aerified at the discretion of the Contractor.

e. Topdressing is required as needed; topdressing material shall meet the requirements of the USGA specifications. Vendor information will be supplied to maintain consistent material to avoid creating a perch water table.

2. Verti-cutting:

a. Greens are to be verti-cut from April through October, twice a month. The greens mower shall follow immediately after verti-cutting. The height of the greens mower should be the same as the height of your everyday green setting.

b. Tees, aprons, and fairways are to be verti-cut bi-annually.

E. Over-seeding

1. Greens: Only necessary if there is turf loss during the season.

2. Tees and Fairways: tees, aprons, and fairways are to be over seeded with turf-type perennial rye grass and will be applied in late August and no later than the last week of September or as weather dictates.

F. Chemical Program

1. Contractor Must Provide a Detailed Agronomic Plan for Cultural Activities and Chemical Applications

G. Cups and Pins

1. Pin locations shall be changed as appropriate, most likely seven days a week during the prime season.
2. Cups shall be replaced and painted as needed.
3. Pins will be placed a least 10 feet from the previous location and at least three (3) paces from the edge of the green.

H. Repairs

1. Repair all ball marks, divots, and other damaged turf on greens including chipping area & practice greens as needed.
2. Out of bounds and hazard stakes will be replaced and maintained as needed and placed to USGA standards.

I. Cart Paths

1. It will be the responsibility of the Contractor to maintain the cart paths and the turf entering and exiting the cart paths.

J. Irrigation

1. It will be the responsibility of the Contractor to ensure that all of the equipment required to irrigate the golf course is maintained in good repair.
2. It will be the Contractor's responsibility to determine the frequency and the amount of irrigation used in each application.

K. Lake and Ditch Maintenance

1. It will be the responsibility of Contractor to maintain the lakes and ditches including culvert pipes and headways on the golf property.
2. Contractor shall provide a plan for maintaining ditches and lakes as part of the proposal.

L. Personnel

1. The Contractor shall provide adequate staffing to carry out services on a timely basis stated in finalized contract.

2. The Contractor shall provide a qualified golf course superintendent who holds a Class A Golf Course Superintendent Association of America (GCSAA) professional license or certification and local chapter of Superintendent Association with a license to apply chemicals normally used in the geographical area and approved by the City.

EXHIBIT "C" FOOD, BEVERAGE & CATERING REQUIREMENTS

A. Licenses and Permits

The Contractor must obtain and keep current all licenses and permits necessary to run an indoor and outdoor food service facility at the City of Round Rock Golf Course. In accordance with the Texas Alcohol Beverage Commission (TABC), the current license is non-transferable and would have to be reissued under a change of ownership if the golf course managed by a company other than the current licensee. The Contractor shall be held responsible for the legal serving of all patrons and customers, in accordance with all TABC rules, statutes and the Texas Alcoholic Beverage Code.

B. Experience

The Contractor must demonstrate a minimum of five (5) years of food service management in an equivalent restaurant operation.

C. Staffing

The Contractor must provide all necessary staff to prepare and serve the menu and adhere to current Health Department regulations and standards.

D. Hours of Operation

1. The food and beverage operation are expected to operate seven days a week during the golf season in a casual environment to meet the needs of the golf course patrons, visitors, and the surrounding community. At a minimum the food and beverage operation are expected to be open when the Pro Shop is open. The Contractor can, of their choosing, be open outside the operating hours of the Pro Shop. The contractor will work with the Golf Pro and Golf Course Director in scheduling events to ensure the best use of the facility is allowed. Non-golf events will be welcome but are secondary to golf events.

E. Beverage Cart Service

The Contractor will be expected to provide roving beverage cart service during the hours of popular demand as determined by patron utilization.

F. Operating Costs

The Contractor will be responsible for ensuring the availability of all merchandise and supplies necessary for the production of the food and beverage menu, ensuring that an adequate level of supplies is kept stocked at all times, and accounting for all revenues and expenses. The Contractor is responsible for maintaining an accurate perpetual inventory system of all items held for food or beverage consumption. Such inventory levels will be verified on a regular basis as deemed appropriate based on accuracy and experience, and shall be reported to the City.

G. Supplies and Equipment

All equipment will be inventoried when the Contractor commences operation. The Contractor shall replace any equipment that has been destroyed, damaged, or worn beyond its useful life, with like equipment. Upon the expiration of this Agreement, the Contractor shall relinquish inventoried equipment to the City in good and working order.

H. Financial Reporting

1. The Contractor shall maintain a system of accounting that accounts for all monies received at the time of sale and at any time be prepared to submit accurate records of all transactions.

2. The Contractor shall offer to provide receipts to customers for all goods and services sold in the restaurant.
3. The Contractor shall keep and maintain **all** required financial records in accordance with established City retention policies and procedures, while utilizing accounting procedures compatible with the City's financial system. The City will consider alternative procedures and reports proposed by the prospective Contractor, provided they assure adequate internal controls, compliance with State laws and City regulations, and the safeguarding of City assets.
4. The City shall have the right, and plans to exercise that right, to request and audit performed by an independent Certified Public Accountant selected by the City.

CARD OF THE COURSE

HOLE	1	2	3	4	5	6	7	8	9	OUT	10	11	12	13	14	15	16	17	18	IN	TOTAL
CHAMPION	396	426	552	445	406	181	537	190	405	3538	427	408	548	388	200	474	539	160	465	3609	7147
BACK	351	397	523	399	363	158	470	165	378	3204	391	366	509	335	169	444	507	136	437	3294	6498
MIDDLE	328	319	503	352	322	138	438	135	352	2887	354	311	470	293	143	387	478	112	380	2928	5815
FORWARD	289	253	457	285	275	108	381	100	351	2499	334	282	431	260	119	325	407	82	317	2557	5056
PAR	4	4	5	4	4	3	5	3	4	36	4	4	5	4	3	4	5	3	4	36	72