

REQUEST FOR PROPOSALS

Consultant Contract

Project Title: RFP-SPR-Seattle Golf Course Management

RFP-SPR-Seattle Golf Course Management

This material can be made available in an alternate format by emailing Patrick Merriam at Patrick.Merriam@seattle.gov or by calling 206.423.1544. In accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities.

Procurement Schedule

Table 1 - Solicitation Schedule

Events	Date
RFP Issued	July 1, 2024
On-site tours and Pre-Proposal conference	July 15 - 22, 2024
Deadline for Questions	July 24, 2024
RFP addendum posted	July 29, 2024
Proposals Due to SPR	August 9, 2024
Interviews (optional)	August 19 - 23, 2024
Announcement of Successful Proposer	August 28, 2024
Protest Period	August 28 - September 11, 2024
Contract negotiation and final agreement	September 16 – September 25,
with successful proposer	2024
Contract legislation submitted to Mayor, for	October 1, 2024
transmission to City Council	
Legislation approved by City Council and	December 2024
submitted to Mayor for signature	
Contract executed	TBD, Subject to contract
	negotiations and legislative
	authority

<u>Completed RFP Response Forms are due 9:00am PST on August 9, 2024, and to be emailed to Patrick.Merriam@seattle.gov with the subject line: SPR Golf Course Manager.</u>

Late applications and paper copies will not be accepted. Failure to type the title into the email subject line may result in your email and/or submittal not reaching SPR contact within the time intended. For more information contact Patrick Merriam, 206.423.1544 by phone or Patrick.Merriam@seattle.gov

The Seattle Parks and Recreation may modify this schedule. Changes to the due date are posted on Seattle Parks and Recreation's website and by amendments or as otherwise stated.

Procurement Contact Information

Procurement Contact and Electronic Submittal Email

Patrick Merriam, North Parks Resources Manager at Seattle Parks and Recreation

Patrick.Merriam@seattle.gov

Phone: 206.423.1544

Electronic Delivery of Submittal – E-Mail Address

Patrick.Merriam@seattle.gov

SUBJECT: Seattle Golf Course Manager

Failure to type the title into the email subject line may result in your email and/or submittal not reaching SPR contact within the time intended.

PROPOSALS MUST BE RECEIVED ON OR BEFORE THE DUE DATE AND TIME AND MUST BE AT THE LOCATION STATED IN SECTION 6 OR AS AMENDED.

Unless authorized by the Procurement Contact, no other City official or employee may speak for SPR regarding this solicitation until the award is complete. Any Proposer contacting other City officials or employees does so at Proposer's own risk. SPR is not bound by such information.

By responding to this Request for Proposal (RFP), Proposer agrees that it has read and understands all documents within this RFP package.

Table of Contents

1.	Purpose and Background.	3
2.	Performance Schedule	
3.	Solicitation Objectives.	7
4.	Minimum Qualifications.	
5.	Responsibility Analysis	8
6.	Scope of Work	
7.	Contract Modifications.	
8.	Procedures and Requirements.	15
9.	Response Materials and Submittal.	
10.	Selection Process	
	Award and Contract Execution.	

1. Purpose and Background.

Purpose

Seattle Parks and Recreation (SPR or "the Department") is issuing this Request for Proposals (RFP) for an operator to manage SPR's four municipal golf courses (Interbay, Jackson Park, The Bill Wright Golf Complex at Jefferson Park (also known as Jefferson Park), and West Seattle). SPR will select the proposal that best addresses the goals and responsibilities described in this RFP.

Seattle Parks and Recreation is seeking an experienced municipal golf course operator for SPR's four golf courses that are described herein. The proposed operations agreement is expected to be a management fee based on a term with negotiated incentive pay, subject to City review for compliance with bond financing requirements. SPR reserves the right to determine what operating scenario best serves the expectations and interests of the golfing public. SPR reserves the right to reject any and all proposals.

The Golf Course Manager is responsible for the day-to-day operations of SPR's four municipal golf courses, including driving ranges, pro-shops, clubhouses, and restaurants operations, and some landscape maintenance around those areas. The successful bidder will also demonstrate experience and skill in helping to promote municipal golf courses as city resources – including introducing city residents to the game of golf, building community around the golf courses, and promoting open access to these city resources.

The intent is to select an operator that will commit to excellence in customer service and in all aspects of golf course operations and management, be a supportive partner to SPR in the maintenance and improvement of facilities, ensure the golf courses are seen as good neighbors and accessible spaces for all visitors, and act as a responsible manager of funds and data.

SPR also is interested in selecting an operator with experience growing the use of and engagement with golf courses citywide. This includes experience promoting golf course use and events with communities who have never played golf before, making the golf environment welcoming to people with disabilities, and/or managing limited non-golf activities at courses (e.g. movie nights, walking paths, etc.). SPR wants our golf courses to continue to be treasured resources for the local golf community, good neighbors to those who live around the courses, and places of connection and gathering for people with little to no experience with golf.

To give applicants a sense of management expectations, a sample contract is included in Attachment 1. To give applicants a sense of customer perceptions of the current golf facilities, and customer priorities for future changes, consult Attachment 2. Applicants are encouraged to review both attachments and may reference them in their applications.

Section 9 (Response Materials and Submittal) of this RFP outlines an option for submittals to propose a financial investment for capital improvements to golf course facilities. Capital proposals are subject to additional negotiations between the apparent successful bidder and Seattle Parks and Recreation.

Attachment to this RFP

- Attachment 1: Sample Contract
- Attachment 2: Summary of golf customer feedback on desired improvements to SPR Golf Facilities, collected June 2024

Background

SEATTLE CITY GOLF COURSE HISTORY

Since 2004 the four courses have been managed by Premier Golf, LLC. Premier has had a 1-year extension approved by SPR for management of the golf courses through the calendar year 2024. Below is a brief description of the four golf courses. Real Property Descriptions are included in Exhibit E of the sample contract in Section 6.

INTERBAY GOLF COURSE

Interbay golf operations were initially under an operating agreement with Family Golf Centers, which developed the property then amortized the investment through a negotiated term in an agreement with SPR. Family Golf also paid SPR an agreed upon annual fee during this term. After the bankruptcy of Family Golf in March of 2001, the Department purchased all the assets at Interbay and entered into an interim agreement with the current operator. Premier Golf Centers, LLC operates under a management fee agreement. All residual income after the payment of the costs and expenses of operation is retained by SPR. SPR purchased course maintenance equipment from the previous operator. Premier's staff maintained the course until 2005 when the maintenance responsibilities of all the golf courses and landscaped grounds were transferred to the Parks Department Staff and Premier was awarded a 5 year golf management contract for all four of SPR of Seattle's golf courses.

OTHER GOLF COURSES

The Bill Wright Complex at Jefferson Park (referred to hereafter as Jefferson), Jackson and West Seattle were managed by a public-private entity for more than ten years. However, the entity, Municipal Golf Seattle, was unable to produce a sustainable financial model that consistently produced a positive revenue stream. After MGS became insolvent, the Department signed an interim agreement with the company managing the Interbay Golf Center, Premier Golf, until such time as the Department completed an RFP process for the management of all four golf courses. The Department plans for golf course maintenance services are fully detailed in the RFP.

SUMMARY OF THE FOUR CITY GOLF COURSES



The Bill Wright Golf Complex at Jefferson Park is situated in the Beacon Hill neighborhood of Seattle just minutes south of downtown. Jefferson Park Golf Course was built in 1915 by the Scotsman Thomas Bendelow, one of America's pioneer golf architects. Other notable courses designed by Bendelow include Medinah CC and Dubsdread CC. The course is maintained by SPR of Seattle and managed by Premier Golf Centers LLC. The course measures over 6,200 yards and features vistas of SPR's skyline and Mt. Rainier. Jefferson Park also includes a nine-hole Executive golf course, a restaurant with banquet facilities, a driving range with Toptracer range

technology, and instructors are available for individual or group lessons for any level of golfer.



<u>Jackson Park Golf Course</u> is known as the driest public course in SPR of Seattle and is just minutes outside of downtown. Jackson Park Golf Course was opened in 1930 by Bob Johnstone and Frank James. The course consists of an 18-hole Championship, a driving range with Toptracer range technology, and a nine-hole Executive. Jackson Park Golf Course is also known for holding tournaments and for being the home to some wonderful golf clubs.



West Seattle Golf Course. The West Seattle Golf Course is a classic layout that offers challenges to the best players, while at the same time offering a venue for all to play. West Seattle GC was designed by famed Architect and accomplished player, H. Chandler Egan. You may recognize his work in Spokane at Indian Canyon, in Portland at East Moreland or most notably in the redesign of Pebble Beach. He is given credit for Pebble Beach as we know it today - a national golf treasure. The front nine meanders alongside Longfellow Creek. It has relatively flat terrain and plays to a par of 37. The back nine plays much more difficult to par (35) than the front despite being

almost 300 yards shorter. You will experience countless uneven lines as the back nine is very hilly and it is the most affected part of the course when the afternoon winds pick up. It boasts the most incredible views from several holes of downtown Seattle and Elliot Bay.



INTERBAY GOLF CENTER opened 1997 and provides golfers of every age and skill level a place to learn, practice and play golf. There are a wide variety of practice opportunities, including facilities for driving, pitching, chipping, putting and sand-play. The facility includes a full-service retail pro shop, PGA and LPGA certified instructions and amenities such as miniature golf and food and beverage service to encourage family participation.

The range is a freestanding facility with 80 covered and heated tee stations on two levels, five targeted greens, ranging from 76 to 197 yards. Large custom-made mats, 32 custom designed lights, 100-foot screen, free loaner clubs, Four Range Servant Dispensers, Range Servant ball washer and Derone five-gang picker. There is Toptracer range technology in all hitting bays.

The club house is 4,000 square feet, full service pro shop, Interbay Cafe and dining area, patio & upstairs meeting room. In 2005 the golf management offices were moved into remodeled office space on the first floor of the golf clubhouse which currently houses Premier Golf's management staff and the administrative operations staff for the four city golf courses. Amenities include 9-hole, par 28, 1,327-yard - rye and bent grass executive golf course, miniature "Garden Golf" course (artificial turf), 10,000-square-foot natural grass putting green and 1,000-square-foot chipping and pitching green with bunker. Instruction includes full time private lessons, group lessons and clinics available, summer junior camp, Wednesday Ladies Night lessons and computerized video swing analysis.

CURRENT FEES.

Note: Fees listed below are reference rates, City of Seattle Golf Courses use dynamic pricing to adjust reference rates according to demand. The most current fees can be found at http://premiergc.com/.

Jackson & West Seattle Golf Courses		
	Mon-Fri	Sat & Sun
Adults	\$ 44.00	\$ 49.50
Super Seniors(75 & Older After 10:00 AM	\$ 34.00	\$ 49.50
Seniors	\$ 19.75	\$ 49.50
Military	\$ 34.00	\$ 49.50
Juniors	\$ 15.00	\$ 37.00
Twilight (4 hours before close)	\$ 36.00	\$ 36.25
Super Twilight (2 hours before close)	\$ 21.00	\$ 21.00

Disabled Rate (WA Disabled Card)	\$ 25.00	\$ 37.00
Junior Afternoon Unlimited	\$ 15.00	\$ 15.00
Early Bird (First Hour Open M-F)		
Adult	\$ 33.00	N/A
Dew Sweeper 9 hole (1st hr open, back 9)	\$ 21.00	\$ 21.00

Jefferson Golf Course			
	Mon-Fri	Sat & Sun	
Adults	\$ 33.00	\$37.50	
Super Seniors (75 & Older After 10:00 AM	\$ 16.00	\$37.50	
Seniors	\$ 27.00	\$ 27.00 \$ 37.50	
Twilight (4 hours before close)	\$ 27.00	\$ 27.00	
Super Twilight (2 hours before close)	\$ 18.00	\$ 18.00	
Junior Afternoon Unlimited	\$ 14.50	\$ 14.50	
Driving Range Rates		Small: \$8; Large \$15; Jumbo \$18	
Early Bird (First Hour Open M-F)			
Adult	\$ 25.00	N/A	
Senior	\$ 25.00	N/A	

Jackson & Jefferson Executive 9 Hole Golf Courses				
	Mon-Fri		Sat & Sun	
	9 Hole	18 Hole	9 Hole	18 Hole
Adult	\$ 7.50	\$ 12.25	\$ 7.50	\$ 12.25
Senior	\$ 6.50	\$ 10.50	\$ 6.50	\$ 10.50
Junior	\$ 5.25	\$ 8.75	\$ 5.25	\$ 8.75
		*9 Hole		18 Hole
Power Cart Rental		\$ 17.00		\$ 26.00
Pull Cart Rental		\$ 4.00		\$ 4.00
* O bala court vertee equilable before Come and device twilight and come twilight				

^{* 9} hole cart rates available before 8am and during twilight and super twilight.

Interbay Golf Course		
9 Hole	Mon-Fri	Sat & Sun
Adult	\$ 19.00	\$ 21.50
Senior	\$ 15.00	\$ 21.50
Junior / Super Senior	\$ 12.50	\$ 21.50
Power Cart Rental	\$ 14.00	\$ 14.00
Pull Cart Rental	\$ 7.00	\$ 7.00
Driving Range Rates	Small: \$8; Large \$15; Jumbo \$18	

HOURS OF OPERATION

Below are the current hours of operation. SPR has the ability to set hours as needed to perform necessary maintenance to the courses. For the purposes of this Agreement, Peak Season shall mean the months of April through October and Off Season shall mean the months of November through March. The below minimum daily hours of operation may be reasonably changed or revised by the Department from time to time after written notice to and consultation with the Operator.

Facility	Hours of Operations
Driving Range	6:00 a.m. to 10:00 p.m. during Peak Season 8:00 a.m. to 10:00 p.m. during Off Season (10:00 a.m. on Mondays)
Golf Courses	Dawn to Dark (a defined term)
Pro Shops	Dawn to Dark (a defined term)
Restaurants	7:00 a.m. to Dark (a defined term) during Peak Season 8:00 a.m. to Dark (a defined term) during Off Season

2. Performance Schedule.

The proposer should include a contract term with their response (Section 9). The baseline term is 10-years, but you may propose an alternate term and can explain your rationale in the proposal. The contract must be approved by the Seattle City Council and signed by the Mayor of Seattle before coming into effect. The work under the resultant contract will begin in alignment with the schedule below unless otherwise communicated by SPR. This schedule of events is subject to change.

Schedule of Events	Date
Announcement of Successful Proposer	August 28, 2024
Protest Period	August 28-Sept. 11, 2024
Contract negotiation and final agreement with successful proposer	Sept. 16-Sept. 25, 2024
Contract legislation submitted to Mayor, for transmission to City	October 1, 2024
Council	
Legislation approved by City Council and submitted to Mayor for	December 2024
signature	
Contract executed	TBD, Subject to contract
	negotiations and legislative
	authority
New operator begins operation of Seattle Golf Courses	Subject to contract negotiations

3. Solicitation Objectives.

SPR's public golf courses are community resources held in high regard. This RFP is SPR's opportunity to take a fresh look at our services and explore increased investment and revenue generating activities. SPR's goal is to maintain those things that are done well while exploring new service options for the communities that we serve.

SPR expects to achieve the following outcomes through this consultant solicitation:

• Increase access to and interest in golf by all city residents and visitors, including families, youth ages 13-17, and frontline communities (see definition in Section 6 of the RFP).

- Ensure strong systems and policies to support the sustainable financial health of Seattle golf facilities, including systems for financial performance management, data privacy, and fiscal reporting.
- Commit to excellence in customer service in all aspects of golf course operations and management.
- Provide opportunities for innovative programming at golf facilities, including:
 - Attracting new golf revenue generation opportunities (e.g. public events, tournaments, etc.)
 - Exploring appropriate non-golf activities (e.g. walking paths, post-sunset activities, trivia nights, etc.)
 - Developing robust programming collaboration within Seattle Parks and Recreation business units (e.g. with community centers, youth programs, etc.)
 - Supporting practices that showcase the golf facilities as a "good neighbor" for residents who
 live, work, and visit the area around the golf courses.
- Create a strong working relationship with Seattle Parks and Recreation to implement necessary capital
 construction projects and golf facility improvements based on user-feedback and staff expertise. See
 Attachment 2 for a summary of recent user-feedback.

4. Minimum Qualifications.

Minimum qualifications are required to be eligible to submit a proposal response. Your submittal response must show compliance with these minimum qualifications. Those that are not responsive to these qualifications shall be rejected by SPR without further consideration:

- Experience in the management and operation of golf courses and driving ranges with positive annual revenue growth and/or annual earned profits.
- Experience in management of urban golf systems (multiple urban golf courses within a unified geographic area) with a total revenue of \$10 million or more.
- Experience implementing current Level 1 Payment Card Industry (PCI) standards, including point-of-sale systems and policies that comply with current Level 1 Payment Card Industry standards.

5. Responsibility Analysis

SPR conducts a responsibility analysis before selecting consultants, prior to proceeding towards evaluation and prior to award. No award shall be made without an affirmative determination of responsibility. In the absence of information clearly indicating that the prospective Consultant is responsible, a determination of non-responsibility shall be made. This is further described in Section 10 (Selection Process).

Prior to declaring the Proposal to be responsible for purposes of proceeding to evaluation, SPR shall consider at least the four following measures:

- Be neither debarred nor suspended under DOT regulations, "Non-procurement Suspension and Debarment, "2 C.F.R. parts 180 and 1200 and are not listed on the federal General Services Administration System for Award Management (SAM) Excluded Parties list;
- 2. Not on any Washington state debarment list or any City debarment or suspension list;
- 3. Has no known conflict of interest, which is defined in Section 8.29;
- 4. Agrees by the act of a proposal submittal to the provisions and requirements stated herein and within the proposed contract as amended by negotiations if any.

SPR may also consider one or more of the following measures of responsibility, as appropriate to the scope of work in the sole opinion of SPR:

- The financial resources adequate to perform the contract or the ability to obtain them; The ability to
 meet the required delivery or performance schedule, taking into consideration all existing
 commitments;
- Has no unsatisfactory performance experiences that reflect on the ability to perform the proposed scope of work;
- A satisfactory record of integrity and business ethics;
- The organization, experience, accounting and operational controls, and technical skills or the ability to obtain them to perform the scope of work;
- In compliance with applicable licensing and tax laws and regulations;
- Has the necessary production, construction, and technical equipment and facilities, or the ability to obtain them, as required to perform the scope of work;
- Meets any other criteria that may be required to show responsibility in the opinion of SPR and/or as specified in this solicitation.

6. Scope of Work.

Overview

SPR is seeking an experienced golf course operator for the four City golf courses that are described in Section 1 and in the "sample contract" in attachment 1 of this RFP. The intent is to select an operator that will commit to excellence in customer service and in all aspects of golf course operations and management, be a supportive partner to Seattle Parks and Recreation in the maintenance and improvement of facilities, ensure the golf courses are seen as good neighbors and accessible spaces for all City residents, and act as a responsible manager of funds and data.

SPR of Seattle also is interested in selecting an operator with experience growing use of and engagement with golf courses citywide. This includes experience promoting golf course use and events with communities who have never played golf before, making the golf environment welcoming to people with disabilities, and/or managing limited non-golf activities at courses (e.g. movie nights, walking paths, etc.). SPR of Seattle wants our golf courses to continue to be treasured resources for the local golf community, good neighbors to those who live around the courses, and places of connection and gathering for people with little to no experience with golf. To give applicants a sense of customer perceptions of the current golf facilities, and customer priorities for future changes, consult Attachment 2 of this RFP.

Definition of Key Terms

<u>Terms</u>	Description of terms and conditions
Frontline communities	Frontline communities are communities that are the most affected by racism, oppression, colonization, and other social harms. Frontline communities experience high displacement risk, disproportionate exposure to environmental harms, a history of disinvestment, and a lack of green space access. People may identify with multiple frontline communities. These communities include but are not limited to the following: • Black people

	 American Indian, Alaska Native, Native Hawaiian, and Pacific Islander people Tribal communities in the Seattle region
	Hispanic or Latino/a people
	Communities of color
	Immigrants and refugees
	People with limited English proficiency
	People with disabilities
	 People who are transgender, non-binary, or gender non-conforming
	People experiencing housing instability or homelessness
	People who have been incarcerated
	People experiencing poverty
	Older adults (65+)
	• Youth (ages 13-17)
	Many frontline communities have been historically and systemically excluded from golf and as a result are not well-represented in professional or amateur golf and may not feel comfortable accessing golf facilities.
	Seattle Parks and Recreation is committed to ensuring all golf facilities are inclusive and welcoming places for members of frontline communities and wants to prioritize investments that ensure the golf facilities provide meaningful recreation for these communities.
Non-Golf Activities	Programs or events taking place at Seattle Parks and Recreation golf facility or clubhouse that are not related to playing golf or learning to play golf. This can
	include use of clubhouses for community events and meetings; use of areas
	around golf courses for walking or jogging; entertainment activities like
	concerts, trivia night, or movie night; and/or promotion sports like disc golf
Seasonality	Peak Season shall mean the months of April through October and Off
Jeasonancy	Season shall mean the months of November through March
<u> </u>	Season shall mean the months of November through March

A sample contract is attached to this RFP (Attachment 1) outlining the responsibilities for golf course management, course maintenance standards, reporting requirements, and other requirements of the Golf Course Management applicant. The terms in the sample contract should be considered to be the baseline for all proposals, however applicants may propose alternate terms as desired.

The final terms of the contract will be subject to negotiation between the highest ranked apparent successful Proposer and Seattle Parks and Recreation and authorization by the Seattle City Council.

Exhibits available in the sample contract

- A. Golf Course Manual
- B. First Tee of Seattle Agreement
- C. Initial Hours of Operation
- D. Sample Financial Reporting Template
- E. Real Property Description
- F. List of Leases
- G. 2023 Operator Financial Results
- H. City Loss Form

- I. City Form A-22 Request for Payment of Food and Gifts
- J. Contractor Golf Food and Beverage House Policies
- K. Seattle Reciprocal Play and Practice Policy
- L. Green Fee Schedule 2024
- M. Golf Financial Manual
- N. Low-Cost Access Points to Golf

Summary of Proposed Contract Terms and Conditions		
<u>Terms</u>	Description of terms and conditions	
Payment Card Industry	PCI is a set of information security standards governed by the PCI SSC,	
(PCI) Standards	Payment Card Industry Security Standards Council. The goal of these	
	standards, established in 2004, is to protect card users against data theft and	
	fraud related to credit and debit cards.	
	SPR of Seattle will require that all point of sale and financial management	
	software and tools meet PCI Level One standards, and that all relevant	
	employees are trained in PCI Level One compliance.	
	employees are trained in r ci Level One compliance.	
	The Golf Operator will be required to maintain PCI compliance throughout the	
	life of the contract including any vendors that will be used to collect payments	
	online or onsite. Compliance is validated via an annual submission to SPR of	
	the supplier's Attestation of Compliance (AOC) utilizing PCI DSS form version	
	4.0 or later if updated during the life of the contract. The supplier shall address	
	PCI compliance requirements in a manner that minimizes risk to SPR while also	
	minimizing SPR's participation in PCI related activities.	
Revenue Requirements	Program Expenses: Gross Revenues from fees, programs, and related sales	
	shall be sufficient to cover all golf related expenses including the items below.	
	City Managed Commercial Equipment Lease (see Leased Equipment	
	Section): Program expenses may also include a leasing and maintenance plan	
	for leased equipment at the four city owned golf courses ranging from	
	\$600,000-\$800,000 annually (assuming 4-5 year terms). This approach may be	
	subject to negotiation.	
	CDD Indivert Costs In addition to the above Cross Povenues from feet	
	SPR Indirect Costs: In addition to the above, Gross Revenues from fees,	
	programs, and related sales shall be sufficient to cover all golf expenses and SPR's indirect cost recovery requirement ranging from 3.5%-5% annually.	
	SPR'S indirect cost recovery requirement ranging from 3.5%-5% annually.	
	Capital Debt Service: In addition to the above, Gross Revenues from fees,	
	programs, and related sales shall also be sufficient to cover remaining annual	
	debt service on capital improvements completed.	
	Capital Investments: In addition to the above, remaining earned revenues net	
	of the above expenses is typically invested in capital improvements to city	
	owned golf facilities (i.e., buildings, grounds, equipment, etc.).	
Capital Development	Per the Revenue Requirements Section (above), as part of the annual	
Capital Developillelit	budgeting process, the Operator is expected to present plans for capital	
	budgeting process, the operator is expected to present plans for capital	

_	
	improvement(s), including associated operator funding that may create a
	return on investment for the operator.
	These projects should include, but not limited to, revenue-generating
	investments, upgrades in accordance with City objectives, and overall
	enhancements to the golf experience. Short-term and long-term plans
	accepted annually and may include provisions to provide a percentage of
	reimbursement, including incentive pay negotiations.
Leased equipment	Vendor Managed Lease(s): In addition to the building maintenance terms above, the
Leased equipment	Operator also agrees to manage all the lease agreements related to operations at the
	facility. These leases may include, but are not limited to Golf carts, Beverage carts, and
	irrigation leases. Lease agreements are subject approval by SPR.
	City Managed Lease(s): SPR may enter into an agreement with a
	commercial vendor to create an ongoing equipment and maintenance
	lease program fully supported by annual Golf Gross Revenues net of
	stated revenue requirements (see Revenue Requirements section
	above).
Merchandise	The Operator is encouraged to prioritize sourcing merchandise from Women and
	Minority Owned Business Enterprises and locally-owned suppliers. The Operator is
	also expected to have systems in place to report loss of merchandise to the
	Department and minimize loss wherever possible. The Operator and Department
	shall meet regularly to ensure that the merchandise being displayed and sold
	remains in alignment with SPR's Diversity, Equity, and Inclusion goals and
	objectives (diverse attire merchandise). This can happen as part of the Operator's
Colf Book and	typical reporting.
Golf Programs	Operator shall at a minimum implement and promote golf programs as provided
	in the Golf Course Manual by providing group lessons, range balls, and general
	golf instruction, and by conducting tournaments for men's and women's clubs,
	junior and senior groups, leagues, and outings. The Operator shall comply with the
	terms of the First Tee Agreement.
	The Operator also agrees to continue the current practices of maintaining the following
	programs: First Tee Program, Fir State Golf Foundation, and Bogey Bear Golf
	Foundation.
	Duran and the second se
	Proposals may include new programming offered free of charge, or at
	substantially reduced rates, to the general public in consideration for additional
	management fee payment under a separate agreement for additional services.
	The Operator also agrees to continue the current practices of maintaining the following
	programs: High School Golf Programs, First Tee of Seattle, Super Seniors, Youth on
	Course and U on Course. More details in sample contract.
Golf Lessons	Ongoing, the Operator and Department shall evaluate the cost effectiveness of
	hiring a full time Class "A" PGA Golf Professional, based on the demand for golf
	lessons and their alignment with SPR's goals and objectives. The Operator
	shall perform background checks on all employees interacting directly
	i shan periorni backgroana cheeks on an employees illelacillg allectly
1	with youth and vulnerable populations.

Hours of Operation	Current hours are shown in the sample contract and Section 1 of this RFP. The
	hours of operation are negotiable but final operating hours are subject to City's
	review and approval and must optimize access and patron usage so that revenues
	can be maximized.
Annual Operating Budget	Operator will submit an annual operating budget to SPR for its review and
	approval.
	SPR will review and approve invoices from the operator and reimburse those that
	were approved in the annual budget, without mark-up or profit, including but not
	limited to direct and indirect expenses necessary to manage and operate the
	courses.
Financial Reporting	Operator will provide to SPR an Annual Income and Expenses Report for all
Timuncial Reporting	courses and any other financial reporting as required in the golf contract.
	The Operator will make its financial records and reports available and accessible
	to SPR upon SPR's request. Invoices shall be printed.
	to 3FK upon 3FK 3 request. Invoices shall be printed.
	The Operator will keep and maintain an inventory of these financial records for
	· · · · · · · · · · · · · · · · · · ·
Durani i a a	the duration required in the golf contract.
Premises	Interbay Golf Center, Jackson Park Golf Course, Jefferson Park Golf Course and
	West Seattle Golf Course and adjacent hardscapes and parking lots. SPR is the
	owner of these golf courses and any future improvements made to the courses.
	See sample contract for details on the four course grounds.
Operating Costs	On an annual basis, the Operator will propose and SPR will review and approve an
	annual operating budget. Operator will initially pay all costs, and SPR will
	reimburse the operator, without mark-up, for actual costs related to the
	operation of the golf courses and approved by SPR in the annual budget. See
	sample contract for details.
Agreement Term	Responses should propose a term as a part of the proposal submission. SPR will
	make the final decision regarding the term of the management contract taking
	into consideration the proposed management fee, including any incentive fee,
	and proposed capital investment.
Annual Management Fee	Each proposal must include a proposed management fee and may include
and Incentive	proposed incentive compensation. SPR will make a final decision on the amount of
Package/compensation	management fee paid to the successful operator. Any proposed incentive fee
package	must be either fixed or based on adjusted gross revenue that is determined by an
	annual adopted budget set by the Department. Incentive fee can be negotiated
	with SPR based on capital development (see above).
	Management fees and incentive compensation will be subject to City review and
	determination of whether such compensation complies with City debt
	management practices and rules applicable to municipal tax-exempt bond
	financing.
Food and Beverage	Operator is responsible for all costs related to the provision of food and beverage
i oou allu bevelage	at the club houses. Any sale of alcohol must be approved by the Department, and
	is subject to the operator meeting all legal requirements and providing proper
	liability insurance, liquor liability coverage, banquet liquor permits, etc. See
	sample contract for details.

The successful proposer/operator will be responsible for the management and operation of SPR Golf Courses and obligated to the performance of all duties as
further specified in the sample contract.
SPR has a capital investment plan for the golf courses that will be reviewed with the operator on an annual basis for most efficient implementation so as not to impact operations and increase accessibility and revenue.
Under the direction of the Department, Operator is authorized to propose and manage the design and construction of small capital improvement or repair projects under \$10,000.
Construction and design costs will be approved and reimbursed by SPR. Operator will manage the contracts and construction subject to public works and prevailing wage requirements. The Parks Superintendent will approve all conceptual designs and contract amounts.
Parks reserves the right of inspection during construction. All work must be approved by Parks prior to start of use by Operator or general public. See sample contract for details.
Operator will comply with SPR's approved Golf Manual and any applicable
maintenance agreements for the golf courses. See sample contract for the Golf
Manual.
Operator will administer funding out of its golf operating budget for all ordinary maintenance to buildings, structures and hardscapes contiguous to the major buildings. Other than those projects deemed "Major Maintenance" Operator will ensure all maintenance keeps the Golf Courses in good, clean and safe operating condition. See sample contract for details.
Operator will provide all janitorial and hardscape maintenance in and around the
clubhouses, parking lots, driving ranges and course restrooms. See sample contract for details.
Operator will ensure park areas adjacent to premises remain free and clear of obstructions to park use. See sample contract for details.
City will not demolish or block access to existing parking during park hours. Operator will maintain access to park and existing parking at all times. See sample contract for details.
Operator recognizes City's right to develop, modify and expand operations of the golf courses. Any modifications to the existing facilities that may impact the gross revenue stream either positively or negatively will be reviewed by the parties to
this agreement and determine the impacts to the budget.
Required for capital improvements, not for ordinary maintenance.
Parties agree to resolve disputes outside of court if possible.
Operator will comply and meet all City, State, and Federal laws as applicable.
Operator will comply with SPR's Nondiscrimination requirements. See sample contract for details.

Signage	Operator will not install any new signage at the golf courses and club houses without SPR's review and approval.
Utility Services	Operator will secure all necessary utility services in order to allow for the normal functioning and services to the golf courses and club houses.
Insurance	Operator will secure all required insurance coverage naming SPR as additional insured including, but not limited to, worker's compensation, General Commercial Liability, Business Auto coverage, and Umbrella coverage for liability of at least \$6 million, and property insurance that is specified in the new golf contract. See sample contract for more details.
Indemnity	Operator will hold and indemnify SPR from any and all claims as required in the new golf contract. See sample contract for more details.

7. Contract Modifications.

The sample golf Course Manager contract is attached to this RFP announcement, see Attachment 1.

SPR has attached these boilerplate contract terms to allow Proposers to be familiar with boilerplate, and the non-negotiable terms before submitting a proposal. SPR may negotiate with the highest ranked apparent successful Proposer. SPR cannot modify contract provisions mandated by Federal, State or City law: Equal Benefits, Audit (Review of Vendor Records), WMBE and EEO, Confidentiality, and Debarment or mutual indemnification. Exceptions to those provisions will be summarily disregarded.

8. Procedures and Requirements.

This section details City instructions and requirements for your submittal. SPR reserves the right in its sole discretion to reject any Consultant response that fails to comply with the instructions.

8.1 Registration into the Online Business Directory

If you have not previously done so, register at: http://www.seattle.gov/obd SPR expects all firms to register. Women- and minority- owned firms are asked to self-identify (see section 7.26). For assistance, email FAS_PC@seattle.gov.

8.2 Pre-Submittal Conference

SPR offers an optional pre-submittal conference at the time, date and location on page 1. Proposers are highly encouraged to attend but <u>not</u> required to attend to be eligible to propose. The meeting answers questions about the solicitation and clarifies issues. This also allows Proposers to raise concerns. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items known as of this preproposal conference.

8.3 Questions.

Proposers may email questions to the Procurement Contact until the deadline stated on page 1. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Consultant of responsibilities under any subsequent contract. It is the responsibility of the interested Consultant to assure they receive responses to questions if any are issued.

8.4 Changes to the RFP/RFQ.

SPR may make changes to this RFP/RFQ if, in the sole judgment of SPR, the change will not compromise SPR's objectives in this solicitation. Any change to this RFP/RFQ will be made by formal written addendum issued by SPR and shall become part of this RFP/RFQ.

8.5 Receiving Addenda and/or Question and Answers.

It is the obligation and responsibility of the Consultant to learn of addenda, responses, or notices issued by SPR. Some third-party services independently post City of Seattle solicitations on their websites. SPR does not guarantee that such services have accurately provided all the information published by SPR.

All submittals sent to SPR may be considered compliant with or without specific confirmation from the Consultant that any and all addenda was received and incorporated into your response. However, the Project Manager reserves the right to reject any submittal that does not fully incorporate Addenda that is critical to the project.

8.6 Proposal Submittal.

- a. Proposals must be received by SPR no later than the date and time on page 1 except as revised by Addenda.
- b. All pages are to be numbered sequentially, and closely follow the requested formats.
- c. SPR does not have page limits, however SPR's e-mail system typically only allows documents up to 20 Megabytes.
- d. The submitter has full responsibility to ensure the response arrives at SPR within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by SPR given specific fact-based circumstances.

8.7 Electronic Submittal.

SPR allows and will accept an electronic submittal in lieu of an official paper submittal.

- a. The electronic submittal is e-mailed to the Procurement Contact (see page 2), by the submittal deadline (Procurement Schedule, Table 1, Page 1 or as otherwise amended).
- b. Subject line of submittal should read: SPR Golf Course Manager.
- c. Any risks associated with an electronic submittal are borne by the Proposer.
- d. SPR's e-mail system will typically allow documents up to 20 Megabytes.

8.8 Proposer Responsibility to Provide Full Response.

It is the Proposer's responsibility to respond in a manner that does not require interpretation or clarification by SPR. The Proposer is to provide all requested materials, forms and information. The Proposer is to ensure the materials submitted properly and accurately reflect the Proposer's offering. During scoring and evaluation (prior to interviews if any), SPR will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP/RFQ deadline; this does not limit SPR's right to consider additional information (such as references that are not provided by the Proposer but are known to SPR, or past City experience with the consultant), or to seek clarifications as needed.

8.9 Prohibited Contacts.

Proposers shall not interfere in any way to discourage other potential and/or prospective proposers from proposing or considering a proposal process. Prohibited contacts includes but is not limited to any contact, whether direct or indirect (i.e. in writing, by phone, email or other, and by the Proposer or another person acting on behalf of the Proposer) to a likely firm or individual that may discourage or limit competition. If such activity is evidenced to the satisfaction and in sole discretion of SPR department, the Proposer that initiates such contacts may be rejected from the process.

8.10 License and Business Tax Requirements.

The Consultant must meet all applicable licensing requirements immediately after contract award or SPR may reject the Consultant. Companies must license, report and pay revenue taxes for the Washington State business License (UBI#) and Seattle Business License, if required by law. Carefully consider those costs before submitting an offer, as SPR will not separately pay or reimburse such costs.

Seattle Business Licensing and associated taxes.

- a. If you have a "physical nexus" in SPR, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
- b. A "physical nexus" means you have physical presence, such as: a building/facility/employee(s) in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc).
- c. We provide a Consultant Questionnaire Form in our submittal package items later in this RFP/RFQ, and it will ask you to specify if you have "physical nexus".
- d. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Consultant and not charged separately to SPR.
- e. The apparent successful Consultant(s) must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the submittal.
- f. SPR of Seattle Application for a Business License and additional licensing information can be found this page here: http://www.seattle.gov/licenses/get-a-business-license
- g. You can find Business License Application help here: http://www.seattle.gov/licenses/get-a-business-license-application-help
- h. Self-Filing You can pay your license and taxes on-line using a credit card www.seattle.gov/self/
- For Questions and Assistance, call the Revenue and Consumer Protection (RCP) office which issues business licenses and enforces licensing requirements. The general e-mail is <u>rca@seattle.gov</u>. The main phone is 206-684-8484.
- j. The licensing website is http://www.seattle.gov/licenses
- k. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact the License and Tax Administration office at tax@seattle.gov to request additional assistance.
- I. Those holding a City of Seattle Business license may be required to report and pay revenue taxes to SPR. Such costs should be carefully considered by the Consultant prior to submitting your offer. When allowed by City ordinance, SPR will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.

8.11 State Business Licensing. Before the contract is signed, you must have a State of Washington business license (a "Unified Business Identifier" known as a UBI#). If the State of Washington has exempted your business from State licensing (some foreign companies are exempt and sometimes, the State waives licensing because the company has no physical presence in the State), then submit proof of that exemption to SPR. All costs for any licenses, permits and associated tax payments due to the State because of licensing shall be borne by the Consultant and not charged separately to SPR. Instructions and applications are at http://bls.dor.wa.gov/file.aspx and the State of Washington Department of Revenue is available at 1-800-647-7706.

8.12 Federal Excise Tax. SPR is exempt from Federal Excise Tax.

8.13 No Guaranteed Utilization.

SPR does not guarantee utilization of any contract(s) awarded through this RFP/RFQ process. The solicitation may provide estimates of utilization; such information is for Consultant convenience and not a usage guarantee.

SPR reserves the right to issue multiple or partial awards, and/or to order work based on City needs. SPR may turn to other appropriate contract sources or supplemental contracts to obtain these same or similar services. SPR may re-solicit for new additions to the Consultant pool. Use of such supplemental contracts does not limit the right of SPR to terminate existing contracts for convenience or cause.

8.14 Expansion Clause.

The contract limits expansion of scope and new work not expressly provided for within the RFP/RFQ.

Expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with the following:

(a) New Work is not reasonable to solicit separately; (b) is for reasonable purpose; (c) was not reasonably known by SPR or Consultant at time of solicitation or was mentioned as a possibility in the solicitation (i.e. future phases of work, or a change in law); (d) is not significant enough to be regarded as an independent body of work; (e) would not attract a different field of competition; and (f) does not change the identity or purpose of the Agreement.

SPR may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not subject to these limitations, such as additional phases of Work anticipated during solicitation, time extensions, and Work Orders issued on an On-Call contract. Expansion must be mutually agreed and issued by SPR through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

SPR reserves the right to independently solicit and award any New Work to another firm when deemed appropriate or required by City policy.

8.15 Effective Dates of Offer.

Solicitation responses are valid until SPR completes award. Should any Proposer object to this condition, the Proposer must object prior to the Q&A deadline on page 1.

8.16 Cost of Preparing Proposals.

SPR is not liable for costs incurred by the Proposer to prepare, submit and present proposals, interviews and/or demonstrations.

8.17 Readability.

SPR's ability to evaluate proposals is influenced by the organization, detail, comprehensive material and readable format of the response.

8.18 Changes or Corrections to Proposal Submittal.

Prior to the submittal due date, a Consultant may change its proposal, if initialed and dated by the Consultant. No changes are allowed after the closing date and time.

8.19 Errors in Proposals.

Proposers are responsible for errors and omissions in their proposals. No error or omission shall diminish the Proposer's obligations to SPR.

8.20 Withdrawal of Proposal.

A submittal may be withdrawn by written request of the submitter.

8.21 Rejection of Proposals.

SPR may reject any or all proposals with no penalty. SPR may waive immaterial defects and minor irregularities in any submitted proposal.

8.22 Incorporation of RFP/RFQ and Proposal in Contract.

This RFP/RFQ and Proposer's response, including promises, warranties, commitments, and representations made in the successful proposal once accepted by SPR, are binding and incorporated by reference in SPR's contract with the Proposer.

8.23 Independent Contractor.

The Consultant works as an independent contractor. SPR will provide appropriate contract management, but that does not constitute a supervisory relationship to the Consultant. Consultant workers are prohibited from supervising City employees or from direct supervision by a City employee. Prohibited supervision tasks include conducting a City of Seattle Employee Performance Evaluation, preparing and/or approving a City of Seattle timesheet, administering employee discipline, and similar supervisory actions.

Contract workers shall not be given City office space unless expressly provided for below, and in no case shall such space be provided for over 36 months without specific authorization from SPR.

Some project work requires the Consultant to be on-site at City offices. This benefits SPR to assure access, communications, efficiency, and coordination. Any Consultant on-site remains a Consultant and not a City employee. No Consultant shall be on-site at a City office for over 36 months, without specific authorization from SPR. The Consultant shall notify SPR if any worker is within 90 days of a 36-month on-site placement.

SPR will not charge rent. The Consultant is not asked to itemize this cost. Instead, the Consultant should absorb and incorporate the expectation of such office space within the Consultant plan for the work and costs. City workspace is exclusively for the project and not for any other Consultant purpose. SPR will decide if a City computer, software and/or telephone is needed, and the worker can use basic office equipment such as copy machines. If the Consultant worker does not occupy City workspace as expected, this does not change the contract costs.

8.24 Equal Benefits.

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether Proposers provide health and benefits that are the same or equivalent to the domestic partners of employees as to spouses of employees, and of their dependents and family members. The Consultant Questionnaire requested in the Submittal instructions includes materials to designate your equal benefits status.

8.25 Women and Minority Subcontracting.

The Mayor's Executive Order and City ordinance require the maximum practicable opportunity for successful participation of minority and women-owned subcontracts. All proposers must agree to SMC Chapter 20.42, and seek meaningful subconsultant opportunities with WMBE firms. SPR requires a plan for including minority- and women-owned firms, which becomes a material part of the contract. The Plan must be responsive in the opinion of SPR, which means a meaningful and successful search and commitments to include WMBE firms for subcontracting work. SPR reserves the right to improve the Plan with the winning Consultant before contract execution. Consultants should use selection methods and strategies sufficiently effective for successful WMBE participation. At City request, Consultants must furnish evidence such as copies of agreements with WMBE subconsultants either before contract execution or during contract performance. The winning Consultant must request written approval for changes to the Inclusion Plan once it is agreed upon. This includes changes to goals, subconsultant awards and efforts.

WMBE firms need not be state certified to meet SPR's WMBE definition. SPR defines WMBE firms as at least 51% (percent) owned by women and/or minority. To be recognized as a WMBE, register on SPR's Online Business Directory. Federally funded transportation projects require a Disadvantaged Business Enterprises (DBE) program; for that program, firms must be certified by the Washington State Office of Minority and Women Business Enterprises (OMWBE).

8.26 Insurance Requirements.

Insurance terms from the sample contract have been included below. Please consult the sample contract for any changes to the insurance requirements.

- 1.1.1 Worker's Compensation Insurance. The Operator shall keep in full force and effect at all times during the term of this Agreement worker's compensation insurance for all workers employed pursuant to this Agreement in compliance with RCW 51 and any applicable federal statute. If any work is sublet, the Operator shall require its sub-operator(s) similarly to provide worker's compensation insurance for all of the latter's employees unless all the employees are covered by the Operator.
- 1.1.2 Liability Insurance. The Operator shall keep in full force and effect, at all times during the term of this Agreement, Commercial General Liability ("CGL") insurance (including Premises/Operations, Products/Completed Operations, Personal Injury/Advertising Injury, Contractual Liability, Independent Contractors, Stop Gap/Employers Liability and Commercial Liquor Liability), Business Auto Liability, and, if necessary, Umbrella/Excess Liability insurance so as to provide total limits of liability of not less than \$6,000,000 per occurrence Combined Single Limit Bodily Injury and Property Damage, except \$1,000,000 each offense as respects Personal Injury/Advertising Injury and \$1,000,000) each Accident/Employee Stop Gap/Employers Liability. "SPR of Seattle" shall be included as an additional insured under each policy whether liability is attributable to the Operator or SPR and coverage shall be primary and noncontributory with any insurance or self-insurance maintained by SPR.
- 1.1.3 Property Insurance. SPR shall insure or self-insure real property and personal property, including new buildings and additions under construction on City premises (but excluding land such as greens, fairways, trees, and landscaping), inventory, and mobile equipment (including leased mobile equipment) for the current replacement value thereof subject to various deductibles for the benefit of both SPR and Operator. SPR shall obtain from its property insurer a waiver of subrogation in favor of the Operator to the extent that property insurance applies to any loss. In addition, SPR agrees to waive its rights of recovery for claims involving damage to City property in excess of \$1,000 for any loss within the applicable deductible amount up to the attachment point of property insurance coverage.

The Operator is responsible for the cost of any insurance on Operator's personal property kept on-site at the Golf Courses, and such amount will not be a Direct Cost. The Operator hereby releases SPR from any claim arising in any way from loss or damage to Operator's personal property.

- 1.1.4 Commercial Crime Insurance. The Operator shall keep in full force and effect at all times during the term of this Agreement a Commercial Crime insurance policy in the amount of \$250,000 for employee dishonesty and coverage for theft, disappearance, and destruction of or to monies or funds of, in, or at the Golf Courses in an amount as dictated by the exposure at any given time, but in no event less than \$50,000. All amounts set forth in herein shall be per occurrence and in the aggregate. SPR may require the Operator to purchase a fidelity bond on behalf of SPR whereby in the event any officer, employee, agent, or subcontractor of Operator embezzles, steals, or otherwise fraudulently or improperly takes or obtains City funds, money, or property, SPR shall be reimbursed for the total amount of funds taken up to \$250,000 per occurrence. This cost shall be a direct insurance cost.
- 1.1.5 Evidence of Insurance. The Operator's professional insurance broker shall deliver to SPR, in a timely manner, certificates of insurance and copies of declarations pages, schedules of endorsements, and additional insured policy provisions for all insurance required pursuant to this Agreement acceptable to SPR. Each insurance policy required hereunder shall provide that cancellation shall not be made without 30 days (10 days with respect to cancellation for non-payment of premium) prior written notice to SPR. Insurance Certification shall be issued to, and notice of cancellation/reinstatement may be mailed to:

SPR of Seattle

Attn: Risk Management Division

P.O. Box 94669

Seattle, WA 98124-4669

Insurance certification shall not be mailed, but shall be delivered electronically (as may notice of cancellation/reinstatement) by facsimile transmission to (206) 470-1270 or as an email attachment in PDF or XLS format to riskmanagement@seattle.gov.

1.1.6 Cost of Insurance. The cost of the insurance required by this section and any deductible that the Operator pays for claims on the insurance required by in this Section (except claims less than \$1,000 involving damage to City property only to the extent to which Operator is responsible for the damage under subsection 11.1.C.) shall be Direct Costs and shall be borne by SPR.

Any special insurance requirements are provided as an Attachment. If attached, provide proof of insurance and additional insured endorsement policy language to SPR before Contract execution. The apparent successful Proposer must promptly provide proof of insurance to SPR upon receipt of the notice of intent to award.

Consultants are encouraged to immediately contact their Broker to begin preparation of the required insurance documents, if the Consultant is selected as a finalist. Proposers may elect to provide the requested insurance documents within their Proposal.

8.27 Proprietary Materials.

The State of Washington's Public Records Act (Release/Disclosure of Public Records): Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by SPR of Seattle are considered public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.

The State of Washington's Public Records Act requires that public records must be promptly disclosed by SPR upon request unless that RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

Bidders/proposers must be familiar with the Washington State Public Records Act and the limits of record disclosure exemptions. For more information, visit the Washington State Legislature's website at http://app.leg.wa.gov/rcw/default.aspx?cite=42.56.

If you have any questions about disclosure of the records you submit with your bid, contact the Procurement Contact named in this document.

Marking Your Records Exempt from Disclosure (Protected, Confidential, or Proprietary)

As mentioned above, all City of Seattle offices ("SPR") are required to promptly make public records available upon request. However, under Washington State Law some records or portions of records are considered legally exempt from disclosure and can be withheld. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

If you believe any of the records you are submitting to SPR as part of your bid/proposal or contract work products, are exempt from disclosure you can request that they not be released before you receive notification. To do so you must complete SPR Non-Disclosure Request Form ("the Form") provided by SPR (see page 5 on the Consultant Questionnaire - Section 9) and very clearly and specifically identify each record and the exemption(s) that may apply. (If you are awarded a City contract, the same exemption designation will carry forward to the contract records.)

SPR will not withhold materials from disclosure simply because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. Do not identify an entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria you cite on the Form. Only the specific records or portions of records properly listed on the Form will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

If SPR receives a public disclosure request for any records you have properly and specifically listed on the Form, SPR will notify you in writing of the request and will postpone disclosure. While it is not a legal obligation, SPR, as a courtesy, will allow you up to ten business days to file a court injunction to prevent SPR from releasing the

records (reference RCW 42.56.540). If you fail to obtain a Court order within the ten days, SPR may release the documents.

SPR will not assert an exemption from disclosure on your behalf. If you believe a record(s) is exempt from disclosure you are obligated to clearly identify it as such on the Form and submit it with your solicitation. Should a public record request be submitted to Purchasing for that record(s), you can then seek an injunction under RCW 42.56 to prevent release. By submitting a bid document, the bidder acknowledges this obligation; the proposer also acknowledges that SPR will have no obligation or liability to the proposer if the records are disclosed.

Requesting Disclosure of Public Records

SPR asks bidders and their companies to refrain from requesting public disclosure of bids until an intention to award is announced. This measure is intended to protect the integrity of the solicitation process particularly during the evaluation and selection process or in the event of a cancellation or re-solicitation. With this preference stated, SPR will continue to be responsive to all requests for disclosure of public records as required by State Law. If you do wish to make a request for records, visit https://www.seattle.gov/public-records/public-records-request-center.

8.28 Ethics Code.

Familiarize yourself with SPR Ethics code: http://www.seattle.gov/ethics/etpub/et_home.htm. For an in-depth explanation of SPR's Ethics Code for Contractors, Vendors, Customers and Clients, visit: http://www.seattle.gov/ethics/etpub/faqcontractorexplan.htm. Any questions should be addressed to Seattle Ethics and Elections Commission at 206-684-8500.

No Gifts and Gratuities.

Consultants shall not directly or indirectly offer anything (such as retainers, loans, entertainment, favors, gifts, tickets, trips, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Consultant. An example of this is giving sporting event tickets to a City employee who is also on the evaluation team of a solicitation to which you submitted or intend to submit. The definition of what a "benefit" would be is broad and could include not only awarding a contract but also the administration of the contract or evaluating contract performance. The rule works both ways, as it also prohibits City employees from soliciting items from Consultants.

Involvement of Current and Former City Employees.

The Consultant Questionnaire within your submittal documents prompts you to disclose any current or former City employees, official or volunteer that is working or assisting on solicitation of City business or on completion of an awarded contract. Update that information during the contract.

Contract Workers with over 1,000 Hours.

The Ethics Code applies to Consultant workers that perform over 1,000 cumulative hours on any City contract during any 12-month period. Any such employee must abide by SPR Ethics Code. The Consultant is to be aware and familiar with the Ethics Code accordingly.

No Conflict of Interest.

Consultant (including officer, director, trustee, partner or employee) must not have a business interest or a close family or domestic relationship with any City official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Consultant performance. SPR shall make sole determination as to compliance.

Campaign Contributions (Initiative Measure No. 122)

Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least \$250,000 in contracts with SPR in the last two years or who has paid at least \$5,000 in the last 12 months to lobby SPR. See Initiative 122, or call the Ethics Director with questions.

8.29 Background Checks and Immigrant Status.

Background checks will be required for only for individuals who, during the course of their employment, will or may have unsupervised access to children under 16 years of age, developmentally disabled persons, or vulnerable adults. This includes, but is not limited to, individuals supervising youth golf programs.

SPR has strict policies regarding the use of Background checks, criminal checks, immigrant status, and/or religious affiliation for contract workers. The policies are incorporated into the contract and available for viewing on-line at http://www.seattle.gov/purchasing-and-contracting/social-equity/background-checks.

8.30 Notification Requirements for Federal Immigration Enforcement Activities.

Prior to responding to any requests from an employee or agent of any federal immigration agency including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement Removal Operations (ERO), Customs and Border Protection (CBP), and U.S. Citizenship and Immigration Services (USCIS) regarding your City contract, Consultants shall notify the Project Manager immediately.

Such requests include, but are not limited to:

- a. requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as "private" or "employee only"); or
- b. requests for data or information (written or oral) about workers engaged in the work of this contract or City employees.

No access or information shall be provided without prior review and consent of SPR. The Consultant shall request the ICE authority to wait until the Project Manager is able to verify the credentials and authority of the ICE agent and will direct the Consultant on how to proceed.

9. Response Materials and Submittal.

Prepare your response as follows. Use the following format and provide all attachments. Failure to provide all information below on proper forms and in the order requested, may cause SPR to reject your response. Note: Please consult section 8.28 of the RFP regarding Proprietary Materials if you believe any records you are submitting are exempt from disclosure under the Public Records Act

9.1 Mandatory - Consultant Questionnaire:

Submit the following in your response, even if you sent one to SPR for previous solicitations.

Click on the following link to open the City of Seattle Consultant Questionnaire:

http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-cpcs-consultant-questionnaire.docx

9.2 Letter of interest (optional).

9.3 Proof of Legal Business Name (if applicable):

Provide a certificate or documentation from the Secretary of State in which you incorporated that shows your company legal name. Many companies use a "Doing Business As" name or nickname in daily business; SPR requires the legal name for your company. When preparing all forms below, use the proper company legal name. Your company's legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State's Office for each state. For the State of Washington, see http://www.secstate.wa.gov/corps/

9.4 Mandatory – Minimum Qualifications:

Provide a single page that lists the Minimum Qualification, and exactly how you achieve each minimum qualification. Remember that the determination you have achieved all the minimum qualifications is made from this page. The evaluation committee is not obligated to check references or search other materials to make this decision.

9.5 Mandatory – Consultant Inclusion Plan:

You must submit the following in your response.

Click on the following link to open the Consultant Inclusion Plan:

http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/WMBE/fas-cpcs-consultant-inclusion-plan.docx or use the attached form in the RFP announcement.

9.6 Mandatory - Proposal Response:

1. Qualifications and Experience

A. Description of your organization

- Please provide a <u>brief description of your organization</u>, including years of experience in golf course management, business structure (e.g. corporation, partnership, LLC, etc.), and names and bios of chief officers.
- 2. Provide a list of your golf course management clients including the name of the property and city and state locations. Please indicate which of your clients are public and/or municipally-owned courses, and which are privately-owned.
- 3. Please explain your experience working with city, county, or state governments. What have you learned is different when working with a publicly-owned facility instead of a privately owned golf facility? If you have not worked with a public agency, please explain challenges or learnings you expect and how you will address them.
- 4. Does your organization have any <u>experience implementing non-golf activities or events</u> (see Section 6 for definition) at the courses you have managed?
- 5. What is your <u>experience implementing capital construction projects</u> to improve golf courses and/or facilities with your existing partners? Please provide a brief explanation of the project(s), your role

- in the project(s), the partner(s) involved, and your financial contribution (if any).
- 6. Please describe any of the <u>proprietary systems and customer incentive programs</u> that your organization has developed and would want to implement at Seattle golf facilities. What are the anticipated benefits to the City of Seattle and users of Seattle golf facilities from these systems and methods?
- 7. Provide <u>financial statements</u> for your golf course management operations, including balance sheets, statements of income and changes in financial position, for the fiscal years 2018-2023. Audited financial statements are strongly preferred. In the event audited financial statements are not available, the proposer's Chief Financial Officer shall certify all financial statements. If financial statements are not available, please state why. Please share as an attachment with your proposal.

B. Meeting the City's Desired Golf Course Management Outcomes Narrative

- 1. Please provide a short narrative of 8 (Eight) pages or less describing how you will achieve the following outcomes:
 - Increase access to and interest in golf by all city residents and visitors, including families, youth ages 13-17, and frontline communities (see definition in Section 6 of the RFP).
 - Ensure strong systems and policies to support the sustainable financial health of Seattle golf facilities, including systems for financial performance management, data privacy, and fiscal reporting.
 - Commit to excellence in customer service in all aspects of golf course operations and management.
 - Provide opportunities for innovative programming at golf facilities, including:
 - Attracting new golf revenue generation opportunities (e.g. public events, tournaments, etc.)
 - Exploring appropriate non-golf activities (e.g. walking paths, post-sunset activities, trivia nights, etc.)
 - Developing robust programming collaboration within Seattle Parks and Recreation business units (e.g. with community centers, youth programs, etc.)
 - Supporting practices that showcase the golf facilities as a "good neighbor" for residents who live, work, and visit the area around the golf courses.
 - Create a strong working relationship on the basis of demonstrated expertise with Seattle Parks and Recreation to implement necessary capital construction projects and golf facility improvements based on user-feedback and staff expertise. See attachment 2 for a summary of recently collected user-feedback.

2. Management Structure and Training

A. Management Structure

- 1. Please provide an organizational chart showing the staff positions you would provide to support golf course operations in Seattle.
- 2. For the staff positions you plan to provide to support golf operations in Seattle, please describe the

following:

- a. Role and responsibilities
- b. From what geographic office location will these support staff and supervisory personnel be based? How often will each of these support and supervisory individuals visit the Seattle golf operations?
- c. Please indicate how staffing will change in summer (peak season), winter (off season), and shoulder season operations
- 3. Provide a description of the qualifications and experience you would require from the general manager role at the Seattle golf facilities.
- 4. Incidents can occur at Seattle golf facilities at any time not just during open hours. It is imperative that Seattle Parks and Recreation has a partner on the ground to quickly address any issues whenever they occur. Please explain how your management structure will ensure 24 hours a day/7 days a week support and decision-making for Seattle golf facilities during your management tenure.

B. Employee and Manager Training

- 1. One of the outcomes of this contract is a commitment to excellence in customer service. Please describe how you approach customer service training for employees.
 - a. Please specifically describe how you approach training employees on issues of racial equity, gender equity, diversity inclusion, and/or creating a welcoming environment for guests and staff.
 - b. If you have an employee code of conduct, please provide a copy with your submission.
- 2. How do you approach recruiting, developing, and retaining employees? How have you involved local communities in your recruitment efforts?
- 3. Do you have experience with youth internships or youth development programs? If no, is this something you would be open to offering?
- 4. Please describe your training on cash handling and data security compliance. Do you have experience training staff on Payment Card Industry (PCI) Level One compliance?
 - a. Note: PCI Level One compliance will be required throughout the life of the contract and all relevant employees must be trained to meet this standard.
 - b. Note: The City of Seattle requires a 2-hour training on cash handling for all employees who handle cash, which is typically provided by the City on-site at the golf facilities.
 - c. See Sample Contract in Attachment 1, Exhibit J: Golf Course Finance Manual for more information.

C. Maintenance and Janitorial Services

1. Given the responsibilities outlined in the sample contract, how would your organization handle routine maintenance and repairs to outdoor facilities, landscaping around the retail shops

- (Consider golf courses, practice facilities, and driving ranges)?
- 2. How would your organization handle maintenance and repairs of the indoor facilities: Consider restrooms, parking lots, the club house, food service areas, cart areas, and the frequency by which you will perform these responsibilities, etc.
- 3. Does your organization have any policies in place to ensure environmentally friendly maintenance practices?
- 4. Does your organization have any experience maintaining electric golf cart barns or electric golf carts? Is introducing these to Seattle courses part of your proposal?

3. Financial Management and Marketing

A. Purchasing Systems and Standards Description

- 1. Please describe your purchasing systems including approved suppliers, availability of branded concepts and potential discounts.
 - a. How do these purchasing systems contribute to the financial viability of the facilities you manage for example helping to track pro shop inventory, food and beverage ordering needs, etc.
- 2. Please explain your purchasing standards for equipment, fixtures, merchandise and golf related products. Do you have purchasing standards around using local suppliers and/or Women and Minority Owned Business Enterprises (e.g. WMBE suppliers)?

B. Financial and Operating Systems

- 1. What financial and/or operating system are you proposing to use for point of sale and reservation systems at the Seattle Golf facilities. Why are you proposing it, and what will be the cost to the city to implement the proposed system?
 - a. Note: The City of Seattle currently uses Active Networks for point of sale and reservation systems. You may propose continuing with that system or propose a different system of your choosing.

C. Monthly Accounting, Financial Controls, Inventory Systems, and Annual Accounting

The City expects detailed financial reports comparing actual operating income, costs and expenses to the City approved budget from our golf operator. Please consult the sample contract for further detail. The proposed annual budget is due to the City by May 1 of each year for the coming calendar year.

- Please explain your capabilities in the area of accounting, cost control, financial reporting and budgeting. Differentiate on-site and off-site functions, where and by whom is the accounting and financial planning done.
- 2. Can you meet the standards to manage cash, check, and credit card income from the point of sale through the deposit into the City's bank account? Who prepares deposits? How long is cash held prior to transportation to the bank?
- 3. How do you report on lost or stolen inventory? What policies do you have in place to assess your losses and minimize lost inventory?

4. Marketing Plans.

One of the goals of Seattle Parks and Recreation is to grow the use of the golf courses by first-time visitors, people who are new to the game of golf, and frontline communities (see definition in Section 6). The City aims for the golf facilities to be good neighbors and a source of recreational and green space access to all residents.

- 1. How will your organization market and promote the Seattle golf courses in order to meet the City's stated outcomes for this contract?
- 2. What is your experience in increasing golf course usage by first-time visitors, new players, and/or frontline communities? How do you foresee doing this work in Seattle? How could you help make golf facilities relevant to everyone in the community, even those who do not play golf?
- 3. Sound Transit, one of the regional transit authorities, is planning to open two new light rail stations near Jackson Park golf course in 2024, which will significantly increase access to the neighborhoods around the golf course. How would you envision welcoming light rail users to Jackson Park?

5. Transition and Quality Assurance

- 1. Please explain how you would manage the transition from the incumbent operator to operations by your organization. If you are the incumbent operator, please describe any changes you would make in the transition to a new contract.
- 2. What policies or practices do you have in place for performance management? How will you help the golf facilities continuously improve to meet the City's outcomes for this contract?

6. Financial Proposal

Please propose your preferred management fee, contract term, and incentive payment required to meet the management proposal you outlined above. For reference, please see sample contract in RFP outlining the management fee, incentive payment structure, and contract-term of the most recent golf course contract. This should be assumed to be the baseline terms of the proposal; however you may propose alternate terms.

If you choose to propose alternate terms, please explain why you are making an alternate proposal, and how the proposal would help Seattle Parks and Recreation meet their desired outcomes as noted in the RFP

A. Management Fee

Share the management fee you propose to meet the objectives described in your proposal. If this is different from the management fee shown in the sample contract please describe why you are proposing an alternate fee.

B. Incentive Fee

The incentive fee you propose and what metrics you would meet in order to merit the incentive fee (e.g. revenue, rounds of golf played, usage of courses by diverse populations, etc.). Please connect your incentive fee proposal back to meeting the City's desired outcomes as laid out in Section 3 "Solicitation Objectives" of the RFP.

If this is different from the incentive fee described in the sample contract, please describe why you are proposing an alternate fee.

Please note that any incentive fee structure, including the fee described in the sample contract, will be subject to change based on City determination of requirements for current and future debt financing, including but not limited to tax-exempt municipal bonds.

C. Course Improvements

What investments would you make in the course, facilities, or programming at the 4 Seattle golf course facilities?

- Why would you propose these investments, and how will you partner with the City to make these changes?
- How would you consider sustainable and environmentally friendly practices in these improvements?
- How do you think these improvements would increase revenue for Seattle Parks and Recreation

D. Contract Term

The contract term you propose to meet the outcomes outlined in your management proposal. The baseline term is 10-years, but you may propose an alternate term. If proposing an alternate term, please describe why you are making this proposal – for example, in order to realize return on capital investments, provide more realistic timeline for course user growth, etc.

9.7 Use of Hyperlinks and URLs in Submittals

Hyperlinks and URLs to web sites or references to attachments may not be used in documents submitted in response to this solicitation, unless specifically requested in the submittal requirements. SPR is not obligated to evaluate, review, or score any information submitted in the form of a hyperlink or URL. Information and documentation requested for the evaluation process must be submitted in the format indicated in the solicitation instructions, Section 8.

9.8 Mandatory – Cost and Pricing:

Provide a single page that states a firm fixed price, to include all direct, indirect, and overhead expenses, including travel and lodging expenses, incurred by the Consultant to perform the Work.

9.9 Submittal Checklist.

Your response should be packaged with each of the following. This list assists with quality control before submittal of your final package. Addenda may change this list; check any final instructions:

- 1. Mandatory Consultant Questionnaire.
- 2. Proof of Legal Business Name (if applicable)
- 3. Mandatory Minimum Qualifications Sheet
- 4. Mandatory Consultant Inclusion Plan

- 5. Mandatory Proposal Response (see Proposal Response Section, above).
- 6. Mandatory Cost and Pricing
- 7. Mandatory Non-Disclosure Agreement form(s), signed (if applicable)
- 8. Optional Letter of Interest. Consultant may include a Letter of Interest no longer than a single 8.5" x 11" page. However, since this is optional, SPR does not guarantee it will be read and it will not be counted in the page limits, evaluation or scoring.

10. Selection Process.

10.1 Initial Screening

SPR will review responses for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2. Equal Benefits, Minimum Qualifications, an Inclusion Plan, satisfactory financial responsibility and other elements are screened in this Step. A significant failure to perform on past City projects may also be considered in determining the responsibility of a firm.

10.2 Proposal Evaluation

SPR will evaluate proposals using the criteria below. Responses will be evaluated, scored and ranked. SPR reserves the right to have each evaluator score independently for a totaled result, or to have points assigned based upon an overall consensus of the Consultant Evaluation Committee.

Evaluation Criteria:

Evaluation Criteria	Points
Experience & Qualifications	30
Management Structure and Training	15
Financial Management and Marketing	15
Transition and Quality Assurance	5
Financial proposal	25
Inclusion Plan	10
Total	100 points

10.3 Interviews

SPR may interview top ranked firms from the proposal evaluation. Interviews will only be conducted if there is not clear winner after Proposal Evaluations. If interviews are conducted, rankings of firms shall be determined by SPR, using the combined results of interviews and proposal submittals. Consultants invited to interview are to bring the assigned key person(s) named by the Consultant in the Proposal and may bring other key personnel named in the Proposal. The Consultant shall not bring individuals who do not work for the Consultant or are not on the project team without advance authorization by the Procurement Contact. If interviews are conducted, they will be worth 20 additional points.

10.4 References

SPR may contact one or more prior contract agencies as listed in your Consultant Questionnaire or other references that are identified on your Consultant Questionnaire submittal. SPR may use those who are named or not named by the Proposer. SPR may also consider the results of performance evaluations issued by SPR on past projects. References are used to determine responsibility and do not alter the ranking of firms by being assigned points. If the references indicate that a firm does not qualify as responsible, then that firm would be eliminated and no longer considered to be a ranked firm.

10.5 Selection

SPR shall select the highest ranked Proposer(s) for award, including written proposal and the interview (if applicable). SPR reserves the right to make a final selection based on the combined results and/or the overall consensus of the Consultant Evaluation Committee.

10.6 Contract Negotiations

The highest ranked Proposer will be asked to bring forward a fee schedule and pricing proposal for negotiation and discussion with SPR. SPR may negotiate any aspect of the proposal or the solicitation. SPR cannot modify contract provisions mandated by Federal, State or City law: Equal Benefits, Audit (Review of Vendor records), WMBE and EEO, Confidentiality, Debarment, or mutual indemnification.

10.7 Right to Award to next ranked Consultant.

If a contract is executed resulting from this solicitation and is terminated within 90-days, SPR may return to the solicitation process to award to the next highest ranked responsive Consultant by mutual agreement with such Consultant. New awards thereafter are also extended this right.

10.8 Repeat of Evaluation:

If no Consultant is selected at the conclusion of all the steps, SPR may return to any step in the process to repeat the evaluation with those proposals active at that step. SPR shall then sequentially step through all remaining steps as if conducting a new evaluation process. SPR reserves the right to terminate the process if no proposals meet its requirements.

11. Award and Contract Execution.

The Procurement Contact will provide timely notice of an intent to award to all Consultants responding to the Solicitation.

11.1 Protests.

Interested parties that wish to protest any aspect of this RFP selection process shall provide written notice to the Procurement Contact.

11.2 Protests – Purchasing and Contracting.

SPR has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this process. See SPR website at https://www.seattle.gov/purchasing-and-contracting/doing-business-with-the-city/solicitation-and-selection-protest-protocols. Interested parties have the obligation to know of and understand these rules, and to seek clarification from SPR. Note there are time limits on protests, and submitters have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

11.3 Limited Debriefs.

SPR issues results and award decisions to all bidders. SPR provides debriefing on a limited basis for the purpose of allowing bidders to understand how they may improve in future bidding opportunities.

11.4 Instructions to the Apparently Successful Consultant(s).

The Apparently Successful Consultant(s) will receive an Intent to Award Letter from the Procurement Contact after award decisions are made by SPR. The Letter will include instructions for final submittals due prior to execution of the contract.

Once SPR has finalized and issued the contract for signature, the Consultant must execute the contract and provide all requested documents within ten (10) business days. This includes attaining a Seattle Business License, payment of associated taxes due, and providing proof of insurance. If the Consultant fails to execute the contract with all documents within the ten (10) day time frame, SPR may cancel the award and proceed to the next ranked Consultant, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may disqualify the firm from future solicitations for this same work.

11.5 Checklist of Requirements Prior to Award.

The Consultant(s) should anticipate the Letter will require at least the following. Consultants are encouraged to prepare these documents when possible, to eliminate risks of late compliance.

- Seattle Business License is current and all taxes due have been paid.
- State of Washington Business License.
- Evidence of Insurance (if required)
- Special Licenses (if any)

11.6 Taxpayer Identification Number and W-9.

Unless the Consultant has already submitted a Taxpayer Identification Number and Certification Request Form (W-9) to SPR, the Consultant must execute and submit this form prior to the contract execution date.

http://www.irs.gov/pub/irs-pdf/fw9.pdf

10.7 Insurance Requirements

Proof of insurance is required, link to Insurance Transmittal Form below.

http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-city-finance-risk-transmittal-consultant-services.docx

11.8 Golf Course Manager Sample Contract Template

See sample contract attachment with RFP announcement and references in Section 6 (Scope of Work).