

CITY OF TULSA, OKLAHOMA
PARK AND RECREATION DEPARTMENT

REQUEST FOR PROPOSALS
GOLF MANAGEMENT SERVICES

(RFP draft last updated July 20, 2007)

RFP #07-100

Request for Proposals

It is the intent of this Request for Proposals to solicit proposals from qualified, golf management firms to manage, operate and maintain all golf courses owned by the City of Tulsa, Oklahoma.

Information About City of Tulsa Golf Courses

The City of Tulsa has four, eighteen-hole golf courses. Two are located at Page Belcher Golf Course (Belcher), 6666 S. Union Avenue, and two are located at Mohawk Golf Course (Mohawk), 5323 E. 41st Street North.

The land for Belcher was initially reserved through the design / development of a residential subdivision. Many of the golf course fairways have homes adjacent to them. The terrain is rolling with primarily native Oak trees in the roughs and non-play areas. Belcher is located in the southwest area of the city with good access from the City's expressway system and State Highway 75.

The first course built at Belcher was Olde Page. It opened in 1977. This course is 6,338 yards long. The greens on Olde Page have since been rebuilt with re-opening in the spring of '05. L93 Bentgrass sod was installed on these greens and the course received a new irrigation system. Randy Heckenkamper was the golf course architect on the project.

Belcher's, Stone Creek course opened in 1987 and is 6,105 yards in length. The greens were rebuilt in 2003 and planted with L93 Bentgrass. A new, Toro irrigation system was installed as part of the renovation. Course shaping, new water features and cart path replacement were also included. Mr. Heckenkamper was the architect for this renovation as well.

Subsequent to the renovation of both courses at Belcher, a new booster pump station was installed. It has been in operation for approximately one year.

The Mohawk courses are located in northeast Tulsa, in the City's Mohawk Park. The Tulsa Zoo and Living Museum, Oxley Nature Center and numerous picnic facilities are also located in this 2,800 acre park. The Mohawk courses are somewhat flatter than those at Belcher, with a number of the holes located in the flood plain of creeks traversing the site.

The Mohawk courses are older than those at Belcher, having first opened in the 1930s. The Woodbine course is 6,482 yards long and the Pecan Valley course is 5,288 yards in length.

Nine holes of the Pecan Valley course were rebuilt in 2000. The course was redesigned primarily to serve the First Tee youth program. New greens and irrigation as well as a Teaching Center were included in the project. The

Teaching Center supports an active First Tee program. Southern Hills Country Club raised the money for the rebuild of Pecan Valley as well as the Teaching Center.

Both courses at Mohawk have PennCross Bentgrass on the greens. Recent improvements were made to the short-order food service area at the Mohawk Clubhouse. The irrigation, booster pump station was also rebuilt. It pulls water from the park's lagoon system rather than using City water.

Golf course maintenance at both Belcher and Mohawk is currently provided by City of Tulsa, Park and Recreation Department employees.

Guest services at both golf complexes are provided through a contract with Tulsa Golf, Inc., (T.G.I.), George Glenn, Principal and Class A, P.G.A. Professional. The guest services include tee time reservations; collection of greens fees; play management; retail shop; food and beverage service; lessons; golf carts; driving range and group and tournament play. T.G.I. assigns additional golf professionals at the respective sites to manage the services referenced above.

Both golf course complexes are currently leased by the City to the Tulsa Public Facilities Authority (T.P.F.A.) under a Lease Agreement. That was done to permit revenue bond financing for golf improvements. Under the terms of the Lease Agreement, the City retains the responsibility to administer, operate, maintain and repair the golf courses on behalf of T.P.F.A.

Under the Lease Agreement all greens fees and other user fees and charges must be approved by T.P.F.A. Current authorization permits occasional discounting of greens fees up to 33%, at the discretion of golf management and with approval of the Park and Recreation Department Director. It is anticipated that the authorization for occasional discounting will remain in effect.

Play, Revenue and Expense

Attached is a report showing play, revenue and expense for the fiscal years 1997-'98 through 2006-'07. Expenses have exceeded revenue since 2000-'01.

The City believes that play and revenue have been adversely affected in recent years by construction activity related to improvements at the golf courses. However, the City is unable to predict whether the number of rounds of golf played will increase now that construction of improvements has been substantially completed.

Revenue Information

Greens fee revenue is currently retained by the City. Under the current agreement, Tulsa Golf Inc. collects the fees for the City and remits them to the City daily.

T.G.I. pays the City a usage fee based on the number of rounds played- \$1.35 per round at Belcher and \$0.60 per round at Mohawk.

All revenue from guest services (i.e., golf carts, food / beverage, driving range, lessons and retail) is retained by T.G.I.

A surcharge of \$0.50 per greens fee is charged to all golfers. These fees are retained by T.G.I. and placed in an escrow account known as the Golf Course Improvement Fund. The fee and accompanying fund was initially created to cover costs associated with operating a tee time reservation system but its use is not restricted to that purpose. It is currently used to cover a variety of expenses related to golf operations.

Following are annual golf revenues for the City of Tulsa:

FY 05-06 (July 05-June 06)

	<u>Mohawk</u>	<u>Belcher</u>	<u>Total</u>
Greens Fees-	\$563,477	\$624,128	\$1,187,605
Sales Tax-	<u>(\$44,225)</u>	<u>(\$48,985)</u>	<u>(\$93,210)</u>
Net Greens Fees-	\$519,252	\$575,143	\$1,094,395
T.G.I. Usage Fees-	<u>\$31,141</u>	<u>\$59,683</u>	<u>\$90,824</u>
Total-	\$550,393	\$634,826	\$1,185,219

FY 06-07 (July 06-June 07)

	<u>Mohawk</u>	<u>Belcher</u>	<u>Total</u>
Greens Fees-	\$506,264	\$645,279	\$1,151,543
Sales Tax-	<u>(\$39,734)</u>	<u>(\$50,645)</u>	<u>(\$90,379)</u>
Net Greens Fees-	\$466,530	\$594,634	\$1,061,164
T.G.I. Usage Fees-	<u>\$23,464</u>	<u>\$54,558</u>	<u>\$78,022</u>
Total-	\$489,994	\$649,192	\$1,139,186

Following are revenues for T.G.I. for calendar year 2006:

	<u>Mohawk</u>	<u>Belcher</u>	<u>Total</u>
Golf Improvement Fund-	\$26,218	\$20,681	\$46,899
Golf Carts-	\$404,027	\$373,330	\$777,357
Pro Shop Retail-	\$94,477	\$117,068	\$211,545
Driving Range-	\$32,885	\$43,844	\$76,729
Club Rental-	\$2,190	\$1,815	\$4,005
Pull Cart Rental-	\$3,088	\$1,345	\$4,433
Food / Beverage-	<u>\$194,710</u>	<u>\$173,747</u>	<u>\$368,457</u>
Subtotal to T.G.I.-	\$757,595	\$731,830	\$1,489,425
Less Useage Payment-	<u>(\$31,141)</u>	<u>(\$59,674)</u>	<u>(\$90,815)</u>
Total-	\$726,454	\$672,156	\$1,398,610

Greens Fees

A schedule of greens fees is attached, showing current and proposed fees. No action has been taken as of this time in regard to changing the fees. It has been discussed that an increase might be appropriate in conjunction with a change in the City's golf management program.

Utilities Cost

The cost of utilities for the period June '06 - May '07 were as follows:

	<u>Mohawk</u>	<u>Belcher</u>	<u>Total</u>
Electric-	\$13,750	\$15,605	\$29,355
Gas-	\$7,429	\$5,202	\$12,631
Water-	\$4,727	\$155,030	\$159,757
Sewer	\$692	\$3,316	\$4,008
Trash-	<u>\$3,318</u>	<u>\$3741</u>	<u>\$7059</u>
Total-	\$29,916	\$182,894	\$212,810

The trash costs are for contract, dumpster service only. Landfill dumping fees are not included. The dumpster service costs are based on competitive bids received by the City. No discounts are given to the City golf courses for City water/sewer.

Status of Tulsa Golf, Inc. Agreement

Although no decisions have been made at the time of this writing, in preparing a proposal, respondents should assume that the current management contract with T.G.I. will no longer be in effect.

Service Provider Responsibilities

The service provider will be required to perform the following service functions at all City, golf course complexes, including but not limited to the following:

- A. Provide all grounds maintenance services at the golf courses on both play and non-play areas, landscape features and trees, consistent with maintenance practices at high-end, municipal golf courses, providing quality, golf experiences.
- B. Provide a certain level of “light” maintenance to buildings, facilities, and utility systems, i.e., interior painting; clearing of clogged sewer lines; repair of toilet, flush mechanisms; lavatory fixture maintenance / replacement; water fountain repair; carpet cleaning and replacement; general cleaning of walks and parking lots; light bulb/ballast replacement; door and lock maintenance; overhead door / door opener repair; minor roof repairs; gutter cleaning; daily custodial maintenance; window cleaning; provision and operation of electronic security systems; hvac preventive maintenance and filter replacement; snow removal from roads, parking areas, walks, cart paths, decks and other areas;.

The service provider to also maintain all irrigation, distribution lines originating at the booster pump station and on through the course, including all joints and spray heads (City responsible for meter and line bringing water to the pump station); maintenance and operation of irrigation control system including associated computer and operate and provide necessary service on irrigation booster pump station.

The City’s and service provider’s respective responsibilities should be further delineated in the respondent’s proposal.

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

- C. Provide guest services including scheduling play on the courses- for individual tee times and group events; collecting greens fees; managing play; operating retail shops; providing food and beverage service; providing golf carts and driving ranges.

In relation to food / beverage service, no intoxicating beverages may be sold or dispensed that have an alcohol content in excess of 3.2%. No glass bottles are permitted on the golf courses for any beverage.

- D. Implement a marketing program with the goal of improving the number of paid rounds and revenue at the courses.

- E. Conduct the First Tee program at Mohawk. This includes employment of personnel to operate the program and procurement of necessary supplies. Current employment includes two full time staff. They are assisted by part time and volunteer instructors. Expenses should be managed in accord with the program budget.
- F. Permit the City of Tulsa, Park and Recreation Department free use of the courses on a limited basis to provide the Hook-A-Kid-On-Golf program at Belcher (summer months) and the local high schools' competitive golf program- both limited practice and matches (spring). The service provider will coordinate with the Park and Recreation Department in accommodating and scheduling these programs. Development of the schools' match schedules will be the responsibility of the schools with approval by the Park and Recreation Department.

In relation to the maintenance and guest services functions, referenced above, the service provider must do the following:

1. Provide appropriate staff and equipment for performance of both maintenance and guest services.
2. Provide necessary maintenance on all equipment.
3. Insure that all employees and/or contract labor are legally permitted to work in the United States and the State of Oklahoma. Documentation for all persons who have worked or are working on the golf courses, during the duration of the City / service provider agreement, must be on file at the contractor's local office and available for inspection during normal business hours.
4. Insure that all employees, whether working in guest services or maintenance, are dressed in appropriate clothing while on the job (uniforms required for maintenance personnel).
5. Adhere to City of Tulsa, State of Oklahoma and federal requirements for environmental protection. The service provider must insure that all chemical applicators are licensed by the State of Oklahoma.
6. The service provider must comply with all City of Tulsa ordinances and State and Federal laws.
7. The service provider will not be required to assume any of T.P.F.A.'s indebtedness associated with the golf courses.

City of Tulsa Responsibilities

The City will perform frequent, on-site reviews of the maintenance and guest service programs. Monthly meetings will be scheduled with the service provider to review performance of services.

The City will authorize the service provider to use all City owned golf facilities including the golf courses, cart barns, maintenance buildings and clubhouses, including clubhouse food service equipment and furniture. A list of food service equipment will be mailed to potential respondents.

The City will permit the service provider to use its existing golf maintenance equipment. It is expected that the service provider will keep all maintenance equipment in good working order if used in the maintenance program. No payment will be required for use of the equipment, however, at the termination of the agreement, the equipment must be in good working order and with a monetary value consistent with a pre-determined depreciation schedule, such schedule to be agreed to by both parties at the initiation of the agreement.

The City will continue to hold title and/or ownership to all items, therefore none of the items may be sold, donated or used as a trade-in without the City's approval. A list of existing maintenance equipment will be mailed to potential respondents.

Capital Improvements Scheduled for Golf Courses

As of the date this Request for Proposals is being sent to prospective service providers, it is anticipated that the following capital improvements projects will be completed at the golf courses:

1. Construction of a chemical mixing / containment pad at the Mohawk maintenance center.
2. Construction of a new pedestrian / golf cart bridge on the front 9 of Pecan Valley at Mohawk.

The service provider will not be responsible for completion of any of these improvements or any other capital improvements.

Fees and Charges

Greens fees must be approved by the City of Tulsa and the Tulsa Public Facilities Authority. Fees for guest services (carts, pull carts, lessons, driving range) where the revenue is remitted to the City, must also be approved by the City and T.P.F.A. Fees for guest services where the revenue is not remitted to the City do not require approval of the City or T.P.F.A.

The service provider will have the ability to quickly implement promotional (discount) greens fee and other service, promotional fees with the approval of the Park and Recreation Department Director. This authority has previously been granted to the City by T.P.F.A.

Reporting Requirements

The selected service provider will be required to submit monthly reports to the City's contract representative, showing all revenue and fees collected, with detailed information on the revenue source; all expenses with detailed information on where costs were applied. The monthly reports should also include figures on rounds played by each fee type at each, 18 hole course. A year-end report must be submitted to the Director, summarizing the information contained in the monthly reports. The annual report should show profit / loss for the respective service functions and an overall profit / loss figure. The reporting period will be the same as the City's fiscal year, July 1 through June 30. If a service provider begins providing services midway through the City's fiscal year, a year-end report must be provided covering the initial service period. An annual audit by an independent accounting firm will also be required.

Monthly reports will be due by the 10th day of each month for the preceding month. The year-end report is due on the 10th of August for the preceding fiscal year.

Minimum Qualifications to submit a Proposal

Respondents must provide information supporting the following qualifications:

- A. Five years experience by the firm submitting the proposal, in contract, golf course management, having managed both guest services and maintenance services. All previous and current service agreements should be referenced including names and contact phone numbers / e-mail addresses of course owner representatives.
- B. Three credit references including a statement from a financial institution, referencing the ability of the respondent to obtain necessary financing.
- C. Attendance is required at the mandatory, pre-proposal meeting. See Project Schedule, below, for the date. Failure to attend may result in proposal being rejected by the City of Tulsa.

Project Schedule

July 11, 2007	RFP draft reviewed by Golf Task Force
July 20	RFPs sent to potential service providers.
August 9	Mandatory Pre-Proposal Conference in Tulsa
August 29	RFP responses due to City Clerk
August 30	RFPs opened at City of Tulsa, Standards, Specifications and Awards Committee mtg.
First week in Sept.	Golf Task Force meets to discuss proposals
September 17-28	Meet with short list of prospective service providers
October 1-19	Negotiate agreement with selected service provider
October 22	Forward proposed terms of agreement to Mayor for review
November 2	Mayor's recommendation forwarded to City Legal for preparation of agreement
November 30	Completed agreement sent to service provider for signature
December 14	Signed agreement to be returned to City
December 17-21	Agreement signed by Mayor
January 1-31, 2008	Service provider to move onto golf courses and prepare for operations
February 1	Service Provider to begin contract operations

Mandatory Pre-Proposal Meeting

The mandatory, Pre-Proposal meeting will begin at the Mohawk Golf Course clubhouse, 10:00 am, Thursday, August 9, 2007. The meeting will continue at Page Belcher Golf Course and end there at 3:30 pm. Persons attending the meeting may arrive at M.G.C. earlier than 10:00 on August 9 if desired and check out a golf cart at the clubhouse.

Park and Recreation Department personnel will be available to shuttle prospective service provider representatives to and from the Tulsa Airport, local hotels and between the two golf courses on Thursday, August 9 only. Airline flight numbers, times of arrival, airline and/or hotel information should be provided in advance to Max Wiens, 918-596-7850 (office); 918-853-4670 (cell) or by e-mail: mwiens@cityoftulsa.org.

Submission of Proposals

Submittals should include the following:

A. Information About the Respondent

1. Information that establishes the ability of the respondent to manage, operate and/or maintain four, 18 hole golf courses. Included should be information about the respondent's financial status.
2. Any previous and pending litigation against respondent.
3. Names, addresses and phone numbers of respondent's corporate executives and a listing of all board members.

B. Operations Plan

In the proposal the respondent should indicate, with sufficient detail, how the following services or functions will be implemented:

1. Maintenance of the golf courses. The proposal must include a detailed description of work functions proposed by season of the year for greens, tees, fairways, roughs, water features, hazards, trees, landscape features, buildings, roads and parking areas, irrigation system, utility systems and related equipment and non-play areas.
2. Staffing of the golf courses. The proposal must include numbers of staff by job type (management, supervision, labor and specialized or skilled personnel) and by season. Qualifications (golf management experience and education) of proposed project managers should be provided.
3. Types and quantity of maintenance equipment to be used.
4. Repair and servicing of maintenance equipment.
5. Managing play on the courses- tee time reservations, starting, marshalling, etc.
6. Management of group play.
7. Retail operations.
8. Food and beverage services.
9. Driving-range operations.

10. Golf cart services.

11. Golf lessons.

C. Compensation to Service Provider

Proposals should include how respondents propose to be compensated for their services. Compensation may include retention of greens fees, retention of guest service fees, payment by the City for services provided or any combination thereof. An incentive proposal will also be considered. The amount of payments (if applicable), frequency of payments, how payments are to be made and other related information should be included.

Terms of Service Agreement

Subject to each party's right of termination as set forth herein, the term of the contract will be for a period of one year beginning from the date the contract is executed by the City of Tulsa, and will automatically renew for four, successive, one-year periods unless such renewals are cancelled by the City of Tulsa. Each party shall have the right to terminate the contract at any time for any reason, upon 60 days written notice to the other party.

No Change in Service Provider Principals / Owners

The City of Tulsa will have the right to immediately terminate the lease/service agreement should there be changes in the principals and/or owners of the firm who were in place when the agreement was executed.

Provisions Relating To Request for Proposals

By submitting a proposal, respondent will be making an offer to manage, operate and maintain all golf courses owned by the City of Tulsa. If a proposal is selected, the City will negotiate the terms of a definitive contract with the respondent submitting that proposal. The City reserves the right to reject all proposals and will not be bound to any proposal, even if selected, unless the terms are agreed upon between the City and the respondent. There is no contract unless and until City's Mayor (or Mayor Pro Tem) executes the contract and no City officer, employee or agent except the Mayor or Mayor Pro Tem has the authority to enter into a contract or legally obligate the City to any contract. The City will have no obligation or liability to respondent if a definitive contract cannot be agreed upon.

The City of Tulsa is subject to the Oklahoma Open Records Act, 51 O.S. §24A.1 *et seq.*, and cannot assure confidentiality of terms contained in a proposal or other information provided by respondent where confidentiality would be

inconsistent with the City's compliance with its statutory requirements under the Act.

The City of Tulsa is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Under Oklahoma law, City is prohibited from agreeing to indemnify or hold harmless a respondent submitting a proposal in response to this RFP and, therefore, any proposal submitted that includes such a provision shall be considered non-responsive and will be rejected.

If a proposal adds terms and conditions that are contrary to the terms set forth in this RFP, the proposal may be rejected as non-responsive. In addition, if City selects a proposal which contains terms and conditions which are contrary to the terms set forth in this RFP, the City shall not be bound to include such terms and conditions in its negotiations with the respondent.

Other Requirements to be Included in Agreement

At time of contract signing, the service provider must provide City with the following:

Insurance- (1) Certificate of insurance with terms of \$50,000 for property damage; \$100,000 for single person injured and \$1,000,000 for multiple persons injured in any one accident (2) Workers Compensation insurance and (3) Employer's Liability insurance.

All insurance must meet statutory amounts. Service provider must provide certificates of insurance showing full compliance herewith as approved by the Tulsa City Attorney and filed with the Tulsa City Clerk, naming the City as an additional insured and loss payee.

Bond- Fidelity Bond in the amount of \$50,000, indemnifying the City from loss or theft of revenue, taxes or property by contractor or subcontractors.

Date, Time and Place for Submission of Proposals

Proposals must be received by the City Clerk, City of Tulsa, 200 Civic Center, Tulsa, OK, 74103, by 5:00 p.m., August 29, 2007.

RFPs will be opened at the City's Standards, Specifications and Awards Committee meeting, 8:30 am, August 30, 2007, in the Francis Campbell Council Room, adjacent to City Hall in Tulsa, OK. This is a public meeting.

Evaluation of Proposals

Proposals received will be evaluated by a committee appointed by the Mayor of the City of Tulsa. The proposals will be evaluated on the following criteria and weighted as shown:

- A. 30%- Completeness and thoroughness of response to items requested in Submission of Proposals, Section B., Operations Plan.
- B. 30%- Respondent's experience in managing golf courses and comments of previous and present course owners; qualifications of proposed project staff.
- C. 10%- Respondent's financial strength and ability to perform the requested services.
- D. 30%- Financial benefit to the City of Tulsa as provided in response to Submission of Proposals, Section C, Compensation to Service Provider.

This evaluation process will not be used exclusively to select the service provider. Several of the higher ranking respondents may be asked to meet with the City and discuss their proposal prior to a final selection being made.

The City of Tulsa reserves the right to reject any or all proposals and not enter into an agreement with any or all parties submitting proposals.

Inquiry

All inquiries regarding this Request for Proposals should be directed to Max Wiens, City of Tulsa, Park and Recreation Department, 1710 Charles Page Blvd., Tulsa, OK 74127; Phone No. 918-596-7850 (office); 918-853-4670 (cell); e-mail-mwiens@cityoftulsa.org.