

Request for Proposals
for
Lease or Management of the
Colonial Park Golf Course



City of Clovis, New Mexico
Proposal Request No. 18-0913-06

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Request for Proposal: Lease or Management of the Colonial Park Golf Course

Section 1—Introduction and Instructions

1.01 Purpose of the RFP

This Request for Proposal (RFP) is issued by the City of Clovis (hereinafter referred to as the “City” and unless otherwise designated, reference to “the City”, shall mean the City Manager, as chief executive officer of the City of Clovis). The purpose of this RFP is to secure a contract with a qualified golf operator (Proposer) to operate, maintain, and market the City’s municipal golf course (Colonial Park Golf Course). Colonial Park is comprised of an 18-hole golf course, driving range, clubhouse, restaurant and banquet facility. The Proposer shall perform all services identified in this RFP including all services set forth in the Attachments. The Attachments are a part of this RFP unless indicated otherwise. Services to include, but not limited to:

1. Providing high-quality, state-of-the-art golf course operations with emphasis on excellent course playability and an exceptional level of customer service.
2. Maintaining golf course and all facilities to preserve and enhance the City’s investment.
3. Operating and managing the pro shop, facilities, and golf cart operation.
4. Providing food, refreshment (including alcoholic beverages), and event catering service in the clubhouse and on the course.
5. Promoting and marketing the course to improve the City’s market share.
6. Developing and implementing recommendations for a capital improvement master plan.
7. Initiating new programs and services to increase usage of the golf system.

Proposer has the option to submit a proposal as an “operating lease” and/or “full-service management agreement” or both.

The City desires to make this opportunity available to all qualified Proposers regardless of any current affiliations with the City. The City has made significant capital investments in this property and is looking for firms or individuals to partner with the City who share its vision for maintaining and operating a top quality public golf course.

The successful Proposer shall be an independent contractor and shall furnish all management, supervision, labor, and all other services, as required by the City, consistent with generally accepted operations of a public golf course facility. It is the desired goal of the City to have an executed agreement with the successful Proposer by February 21, 2019.

1.02 Contact Person, Telephone, Fax Number, and Email

All questions regarding this RFP are required to be submitted in writing to Bryan Jones, Purchasing Agent, Purchasing Office, at bjones@cityofclovis.org. Answers to questions shall be posted on Bidnet at www.bidnetdirect.com in a timely manner. The deadline for RFP questions is **2 p.m. Mountain Standard Time, November 29, 2018.**

The Proposer, legal counsel, or anyone affiliated with the Proposer are prohibited from communicating or lobbying in any manner about this project with any other City employee, elected official, or evaluation team member from the date of issuance of this RFP until the final selection unless authorized by the Purchasing Agent. Other means of communications or contact may disqualify the Proposer.

Submittals must be signed by a duly authorized official of the Proposer. Consortiums or joint ventures submitting proposals must establish that all contractual responsibility rests solely with one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team.

1.03 RFP Schedule of Events

This schedule of events represents the City's best estimate of the schedule that will be followed for this RFP. If a component of this schedule such as the deadline for receipt of proposals is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- RFP Issued: October 4, 2018.
- Letter of Interest is due: October 25, 2018.
- Preproposal Meeting: November 8, 2018, 1 p.m.
- Deadline for Questions: November 29, 2018, 2 p.m.
- Proposals Due: December 13, 2018, 2 p.m.
- Review of Proposals and shortlisting: December 17, 2018 – January 4, 2019.
- Interviews: January 14-15, 2019.
- RFP Notice of Conditional Award: February 7, 2019.
- Contract Negotiations: February 8-15, 2019.
- Execute Contract: February 21, 2019.

1.04 Return Mailing Address and Deadline for Receipt of Proposals

Proposer must submit one (1) original hard copy (marked "Original"), one (1) Digital copy on a USB drive, and seven (7) hard copies of the proposal in a sealed envelope or package to the City no later than **2 p.m., Mountain Standard time, on Thursday, December 13, 2018.**

No proposals will be accepted after that time. Responses received after the stated time will be returned unopened and will not be considered.

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the City before the deadline for receipt. Envelopes or packages must be addressed as follows:

City of Clovis Purchasing Office
Attention: Bryan Jones
Lease or Management of the Clovis Municipal Golf Course
RFP No. 18-0913-06
321 N. Connelly St.
P.O. Box 790
Clovis, NM 88101

Proposals must be received by the Purchasing Office no later than **2 p.m., Mountain Standard time, on Thursday, December 13, 2018.** Proposals will not be publicly read at the opening.

Proposal shall not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means.

Proposer assumes the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the City. A Proposer's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

Excluding proprietary information, the successful firm's proposal and contract are deemed public records and shall be available to the public upon request. In addition, the City shall maintain a "Register of Proposals for this Contract" that shall contain the names of companies who submitted a proposal and the name of the company who was awarded the contract; however, the proposals of the submitting firms not awarded the contract are nonpublic records and will remain confidential.

1.05 Preproposal Meeting/Tour of Course

A non-mandatory preproposal meeting is scheduled for **Thursday, November 8, 2018, at 1 p.m. (MST)** in the Assembly Room of City Hall, 321 N. Connelly Street, Clovis, NM 88101. Proposer is encouraged to tour the golf course prior to the meeting. Self-guided tours will be made available upon request. Please note on your letter of interest if your firm would like a tour. Please email Bryan Jones at bjones@cityofclovis.org and indicate the number of people attending for your company.

1.06 Submittal of Questions

Proposer is requested to submit any questions no later than **2 p.m. Mountain Standard time, November 29, 2018**, to Bryan Jones, Purchasing Agent, at bjones@cityofclovis.org. Oral answers to questions relative to interpretation of requirements or the proposal process will not be binding on the City. The City reserves the right to include questions and responses in the form of written addendums, as it deems necessary.

1.07 Addendum

To ensure fair consideration for all Proposers, any interpretation made to prospective Proposers will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed Proposer. Such addendums, if issued, will be posted on Bidnet at:

<http://www.bidnetdirect.com>

Please note, that it is the Proposer's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms, and/or conditions.

No addenda will be issued after 5 p.m., Monday, December 3, 2018.

1.08 Letter of Interest

Proposers interested in receiving any notices related to this RFP may submit a Letter of Interest to Bryan Jones at bjones@cityofclovis.org with the name of their firm, contact person, mailing address, telephone number, and email address. The sole purpose of the Letter of Interest is to provide the City with a contact person to receive any notices, including amendments related to the RFP. The City should receive the Letters of Interest from the firms by October 25, 2018. Submission of a Letter of Interest is not a requirement for submitting a proposal to this RFP.

Section 2—Scope of Services

2.01 Scope

The City is seeking individual operators, joint ventures, or firms who are interested in operating and maintaining the City's municipal golf course (Colonial Park). Colonial Park is comprised of an 18-hole golf course, driving range, clubhouse, restaurant and banquet facility. Specific guidelines for the operation and maintenance of the golf course are included—See Attachment G—Golf Course Maintenance Standards.

Proposer has the option of submitting a proposal reflective of:

- A. Operating Lease Approach, and/or
- B. Full-Service Management Agreement Approach

The Proposer may submit proposals for either or both approaches. ***The City, at its sole discretion, will select the proposal deemed in the City's best interest.*** All proposals responding to either Option A or B must address the operations and service areas listed above.

Proposals from responsible firms or teams must include a business plan for managing golf operations and related services (including but not limited to golf course, pro shop, concessions, and special events), handling all maintenance needs (including detailed maintenance standards and specifications), excelling at customer service, effectively marketing the golf facility, hiring and supervising all staff, making facility improvements, and implementing strategies to ensure the long-term success of the facility. Proposer must demonstrate substantial experience in the operation and maintenance of golf courses, and sufficient financial capability to operate and maintain the facilities. The lease or management agreement will be administered by the City, under the direction of the Director of Parks and Recreation or designee.

The City expects that the course will feature excellent playing conditions and continue to be operated as an accessible, affordable, and user-friendly golf facility for players of all ages and skill levels.

The key goals of this process are to identify a management company or lessee that will **maximize financial performance, provide great value and affordable access for citizens, and enhance these valuable community assets.** Please see Attachment B for performance expectations.

2.02 Operating Experience/Minimum Qualifications

The Proposer must be an established firm in the business of providing golf course operations. Upon request, during the proposal evaluation phase, the Proposer shall furnish to the City such additional information necessary to satisfy the City that the Proposer has the necessary experience, expertise, financial capacity, competent and qualified personnel, and adequate equipment to perform all requirements of the work in the event of an

award. Failure to provide the requested information in sufficient form necessary to satisfy the City that the Proposer has the ability to perform the work will result in its proposal being rejected.

2.03 Accepted Course Management Arrangements

Proposer must submit a response that includes a fee proposal for one or both of the two scenarios—an operating lease or management contract. A comprehensive summary of the requirements and expectations for each of these arrangements can be found in Attachments C and D.

Section 3—Proposal Format and Content

3.01 Submittal Requirements

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

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

Consortiums, joint ventures, or teams submitting proposals must establish contractual responsibility that rests solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team. The Proposer's offer must be good for 180 days.

These elements parallel the basis of the City's proposal evaluation criteria. The City is not responsible for failure to locate, consider, and evaluate qualification factors presented outside of this format. The following paragraphs provide guidelines to each firm for information to include in the proposal.

A. Title Page and Table of Contents

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

B. Transmittal letter

The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The letter should indicate which option the Proposer is proposing: “full service management agreement,” “operating lease,” or both. The letter should include the address of the office that would provide the services requested, telephone number, fax, email address, and website, if applicable. The letter shall be signed by an individual who is authorized to commit the Proposer to the services and requirements as stated in this RFP.

C. Operations/Business Plan

Proposer shall provide the outline of a detailed operations/business plan for the future operation of the City’s municipal golf course, to include, at a minimum, the operations and maintenance elements described in Attachment B of this RFP.

Annual Operating Budget—Expense/Revenue

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

Staffing Plan

Proposer shall include an estimated number of full-time and seasonal employees, respectively, and the positions these employees will fill.

- An organizational chart showing all full-time and part-time positions planned denoting the salary ranges or wage scales and the employee benefits for each position.
- A detailed resume of the experience, education, and certifications of all supervisory staff.
- A detailed timeline for the hiring of all employees.

Other Required Elements of Operations/Business Plan Submission.

Proposer shall provide:

- Description of marketing/promotion plan (including yield management).
- Description of customer service plan (tee reservations, pace of play, surveys, etc.).
- Description of player development programs (juniors, female players, senior citizens).
- Description of food and beverage operations (hours of operation and policies/procedures for sale of alcoholic beverages).
- Pro shop operations (hours of operation, merchandising, and services plan).

- Maintenance and clubhouse equipment plan, the existing vendor has equipment that may be available. (Is the equipment going to be leased or purchased).

D. Operating Experience

The Proposer must be an established concern in the business of providing golf course operation. Upon request, during the proposal evaluation phase, the Proposer shall furnish to the City such additional information necessary to satisfy the City that the Proposer has the necessary experience, expertise, competent and qualified personnel, and adequate equipment to perform all requirements of the work in the event of an award. Failure to provide the requested information in sufficient form necessary to satisfy the City that the Proposer has the ability to perform the work will result in its proposal being rejected.

The City may make such investigation as deemed necessary to determine the responsibility of the Proposer and the ability of the Proposer to perform the work. Proposer shall furnish the City with all such information and data for this purpose as the City may request. The City reserves the right to reject a proposal if investigation of Proposer fails to satisfy the City that the Proposer is properly qualified to carry out the obligations of the contract.

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

E. References

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

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

Additionally, Proposer must have and demonstrate in its proposal:

- Minimum of three years' experience in the following golf-related fields:
 - Marketing and promotion of municipal golf courses.

- Customer service including Internet-based and mobile application tee-time reservations and pace-of-play improvement strategies.
 - Pro shop operations.
 - Golf instruction programs.
 - Player/customer development programs.
 - Merchandise sales.
 - Golf cart operations.
 - Environmentally friendly golf course maintenance practices.
 - Food and beverage operations.
 - Financial reporting.
- A Class A PGA Golf Professional or equivalent professional through related experience and education to operate, manage and supervise the Pro Shop, Pro Shop employees, and to plan and implement tournaments, outings, merchandise selection and sales, and the golf instruction programs. The City requests the successful Proposer offer the opportunity for an employment interview to current municipal golf employees and that any current employees deemed appropriate by the successful Proposer be retained.
 - A competent record of employment or history of contract service in the operation of similar golf facilities as verified and supported by references, letters, and other necessary evidence from all employers public or private.

F. Subcontractors

Proposer shall clearly state if it is proposing to subcontract any of the work herein. List any subcontracting disciplines needed to provide any and all requirements of this RFP and identify all subcontractors and describe what portions of the requirements they would perform along with their experience, qualifications, and capabilities to provide the specified services. The successful Proposer assumes full liability for the performance of all subcontractors.

The City reserves the right to require the successful Proposer and any third-party (sub) contractors to indemnify and hold harmless the City at no additional cost. All subcontractors assigned to this project shall adhere to and deliver required Certificates of Insurance.

G. Financial Capability

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

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

H. Financial Reporting and Accountability

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

I. Other Miscellaneous Required Elements:

- Execution of Offer. Complete and return the enclosed Execution of Offer form (Attachment L) with your proposal.
- Proposer's Questionnaire. Complete and return the attached Proposer's Questionnaire Form (Attachment K) with your proposal. Failure to complete and return this document may result in the disqualification of your proposal.
- Golf Course Maintenance Standards—Attachment G.
- Financial Proposal.

Section 4—Review of Proposals and Evaluation Criteria

4.01 Selection Criteria

Proposer is advised that the City intends to select the Proposer that the City determines is the most responsive and responsible and will provide the City with the highest quality management, efficient services, and highest revenue or lowest appropriation based on the criteria set out below.

Upon receipt of the proposals, an evaluation team will determine the best proposal deemed most qualified.

The evaluation team will rely on the information contained and presented in the proposals and the reference checks made. Selection criteria will be based on the following:

Evaluation Criteria (100-Point Potential Score)

The evaluation team members will independently evaluate the proposals based on the following criteria and associated point values:

A. Proposed Operations and Business Plan	25
B. Operating Experience	20
C. Fee Offer/Management Fee	20
D. Financial Capability/Reporting and Accountability	15
E. Capital Improvement Plan	10
F. References	10

Based on the evaluation team members' evaluation of the proposals, a composite rating will be developed which indicates the committee's collective ranking of the highest rated proposals in descending order.

Upon review of the proposals, the City will score the proposals and may shortlist and interview the highest ranking Proposer. Upon completion of the interviews, the highest ranking Proposer will then be asked to enter into contract negotiations with the City. If an agreement cannot be reached with the highest ranked Proposer, the City will move to the next highest ranked Proposer. The same process will be repeated with the other ranked Proposers if no such agreement can be reached. The City reserves the right to not select a Proposer as part of this process if an agreement cannot be reached with the interviewed Proposer.

Section 5—Standard Proposal Information

5.01 Authorized Signature

An individual authorized to bind the Proposer to the provisions of the RFP must sign all proposals.

5.02 City Not Responsible for Preparation Costs

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

5.03 Conflict of Interest

Proposer must disclose any instances where the Proposer or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the City). The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Proposer's proposal. The City's determination regarding any questions of conflict of interest is final.

5.04 Request for Proposal as Part of Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

5.05 Proposer's Certification

By signature on the proposal, the Proposer certifies that it complies with:

- The laws of the state of New Mexico.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.
- A condition that the proposal submitted was independently arrived at without collusion.
- A condition that the offer will remain open and valid for the period indicated in this solicitation and any condition that the Proposer and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the City).

If any Proposer fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the Proposer in default.

5.06 No Contact Policy

Any contact with any City representatives, related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify your proposal from this procurement.

5.07 Special Conditions

Special conditions include the following:

Proposer is expected to raise questions, exceptions, or additions they have concerning the RFP document. If a Proposer discovers significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, they should immediately notify the Purchasing Agent of such error and request modification or clarification of the RFP document. Failure to complete or provide the information requested in this RFP may result in disqualification by reason of “nonresponsiveness.”

All information submitted in response to this RFP shall become the property of the City.

This RFP does not commit the City to procure or award a contract for the scope of work described herein. The City has sole discretion and reserves the right to reject any and all proposals received with respect to this RFP and to cancel the RFP at any time prior to entering into a formal agreement. The City also reserves the right to reasonably request additional information or clarification of information provided in the proposal without changing the terms of the RFP.

Proposer acknowledges and agrees that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit), or liabilities incurred as a result of, or arising out of, submitting a proposal, negotiating changes to such proposal, or due to the City’s acceptance or nonacceptance of the proposal.

The City shall determine at its sole discretion and provide the release of all public information concerning this RFP process, including selection announcements and contract awards. Those desiring to release information associated with this RFP to the public must receive prior written approval from an authorized representative of the City.

Proposer is encouraged to independently verify the accuracy of any information provided. The use of any of this information in the preparation of a response to the RFP is at the sole risk of the Proposer.

Proposer shall not collude in any manner or engage in any practices with any other Proposer(s), which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the City to reject the Proposer’s submittal. This prohibition is not intended to preclude joint ventures or subcontracts.

The City reserves the right to:

1. Amend, modify, or withdraw this RFP.
2. Revise any requirements under this RFP.
3. Require supplemental statements of information from any responding party.
4. Extend the deadline for submission of responses hereto.
5. Negotiate or hold discussions with any Proposer to correct insufficient responses that do not completely conform to the instructions contained herein.
6. Waive any technicalities or irregularities with this RFP.
7. Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so.
8. Request additional information or clarification of information provided in the response without changing the terms of the RFP.
9. Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Proposer
10. Not award a contract as a part of, or result of, this RFP process.

The City may exercise the foregoing rights at any time without notice and without liability to any Proposer, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

5.08 Special Provisions

1. **Compliance with Contract.** The City will decide all questions, which may arise as to the quality, or acceptability of work performed, the manner of performance and the rate of progress of the work, the interpretation of the requirements, request for proposal, successful Proposer's proposal and contract, as well as, acceptable fulfillment of the contract on the part of the successful Proposer.
2. **Building and Grounds Audit.** The successful Proposer may be required to undergo an annual independent maintenance audit, inclusive of all structures and grounds. Recommendations to the successful Proposer may be made from these audits for implementation in the following season. Responsiveness to these audits will be considered in the contract extension negotiations.
3. **On-site Employees.** Head golf professional/manager and superintendent shall be full-time employees dedicated to these facilities. The management company with its proposal shall provide a staffing matrix identifying the key personnel and the timeline for the hiring of such employees. The City has the right of reasonable rejection and approval of the head golf professional/manager by the successful Proposer.

4. **Public Information Requests.** Information, documentation, and other materials submitted under this proposal may be subject to public disclosure under various open records acts. The successful Proposer is hereby notified that the City strictly adheres to this open records requirement and the interpretations thereof rendered by presiding courts and tribunals. The successful Proposer shall be deemed to have knowledge of these laws and how to protect the legitimate interests of the City.
5. **Cost Reduction/Savings.** It is the City's intent that this request for proposal encourages maximum competition. Proposer is requested to identify in their proposal alternative approaches or methodologies, which if adopted, would reduce project costs and generate additional cost savings. Proposer also should identify any aspect of the specifications that contribute unnecessarily to increased project cost.
6. **Right to Audit.** During the term of any subsequent agreement, an annual audit will be required of the successful Proposer. In addition, for a period of four (4) years thereafter the City or its duly authorized audit representative of the City, at the successful Proposer's expense and at reasonable times, reserves the right to incrementally audit the successful Proposer's records. In the event such an audit by the City reveals any errors/overpayments by the City, successful Proposer shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City at its option, reserves the right to deduct such amounts owing the City from any payments due the successful Proposer.

5.09 General Conditions

1. **Federal Tax ID Number:** Each Proposer shall state its federal tax identification number on the line provided on the bid form. The City is required to report to IRS on Form 1099 all payments involving labor or services provided by vendors, and lack of this number may delay contract payments until the number is provided.
2. **Right to Protest:** Any Proposer who is aggrieved in connection with a solicitation or award of a contract may protest to the Purchasing Office. The protest shall be in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest. (13.1.172) The protest shall include the following information: Name and address of the protestant or aggrieved, RFB or RFP number, statement of grounds for protest, including all documents, evidence or information to substantiate any claim, and specify ruling requested from the Purchasing Office.

3. **Civil Rights Requirements:** The successful Proposer shall be subject to the provisions of the State of New Mexico Human Rights Act. It is declared to be discrimination for the successful bidder, because of race, color, sex, creed, religion, ancestry, national origin, or disability, to fail or refuse to hire, to discharge an employee, or to accord adverse, unlawful, or unequal treatment to any person or employee with respect to application, hiring, training, apprenticeship, tenure, promotion, upgrading, compensation, layoff, discharge, or any term or condition of employment.

If the successful Proposer is guilty of discrimination, this RFP may be terminated in whole or in part by the City and the successful Proposer shall be liable for any costs or expense incurred by the City in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the RFP so terminated or canceled.

This section shall be binding on all subcontractors or suppliers.

Section 6—Attachments

Attachment A: City Goals

Attachment B: Performance Expectations

Attachment C: Lease Agreement Criteria

Attachment D: Management Agreement Criteria

Attachment E: Recent Operating Performance

Attachment F: Fee Schedule

Attachment G: Golf Course Maintenance Standards

Attachment H: Building Maintenance Standards/Custodial Maintenance Standards

Attachment I: Background Information

Attachment J: Capital Improvement Needs

Attachment K: Proposer's Questionnaire

Attachment L: City of Clovis Execution of Offer Form

Attachment A City Goals

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

- Provide a guaranteed annual payment to the City for operation of the subject golf course (operating lease option).
- Provide the citizens of Clovis with a great and affordable customer experience—including ease of obtaining tee times and emphasizing the rules of golf, course etiquette, and pace of play.
- Achieve revenue growth through increased rounds played and the enhancement of ancillary revenue opportunities.
- Eliminate or reduce future taxpayer support for golf course operations.
- Ensure that the golf course assets (both existing and new) are properly maintained.
- Contain expenditure growth by incentivizing efficient golf course management.
- Contribute toward high priority capital improvements and maintenance needs.
- Work with the City to develop a comprehensive master plan and capital improvement plan.
- Develop highly effective customer communication and marketing initiatives.
- Evaluate and implement leagues, tournaments, outings, and other types of organized play and programming while maintaining good public access to the courses.

Attachment B Performance Expectations

1.01 Philosophy, Intent, and Expectations

It is the philosophy, intent, and expectation of the City to provide for its citizens a quality golfing environment with course playing conditions and a customer service level commensurate with other quality golf courses in the area. The daily fees are to be comparable to those fees charged by other competing municipally owned golf courses for similar services and facilities.

The City fully expects the facilities to be operated within golf industry standards from both the management of the operations as well as the maintenance of the putting surfaces, tees, fairways, landscaping, overall turf quality and agronomy. These high standards can be met only through a professional operator that has the adequate staffing, training and experience to provide these services on behalf of the City. The successful Proposer will be required to procure all goods and services necessary for the operation of the facilities, and to develop plans for any needed facility improvements. Lease Proposer will be expected to plan, implement, and fully fund improvements at the facility. Full-service management Proposer will work with the City to plan and implement capital improvements.

The intent of this Request for Proposal (RFP) process is to award a contract to lease or manage and operate the City's municipal course. Under such contract, the lessee or management company will be responsible for the day-to-day operation and management of the golf course; including, but not limited to, golf course maintenance, golf course operations, clubhouse operations, retail operations, concessions, special events, promotion/marketing, and facility improvements, and the rate structure which may be subject to City approval.

Under a lease, all operating and capital costs (including equipment costs) shall be the responsibility of the lessee. Under a management contract arrangement, the City shall have the right to approve the annual budget as well as any proposed capital improvement expenditures for the golf course and capital equipment prior to implementation by the management company.

1.02 General Municipal Golf Course Requirements

A. Responsibilities, Policies and Procedures

- The successful Proposer shall provide a level of service (customer service, maintenance standards, etc.) at least equal to or superior to the standards that currently exist at the Clovis Municipal Golf Course.
- The course shall be operated as a public facility in a nondiscriminatory manner.
- The successful Proposer shall provide course maintenance and day-to-day playability conditions of the highest standards—See Attachment G.

- The successful Proposer shall be responsible to develop and implement a robust and effective marketing program that produces positive results in terms of growth of golf rounds purchased, cart rentals, as well as concession and event sales, pro shop sales and instructional programs.
- The successful Proposer shall employ state-of-the-art maintenance practices.
- The golf course and concession operations shall be open on a daily basis, from dawn to dusk, with the exception of closures due to inclement weather conditions. Scheduled maintenance days shall be approved by the Director of Parks and Recreation or authorized designee.
- The successful Proposer shall be responsible for maintenance and daily custodial cleaning of the clubhouse facilities at quality standards (refer to Attachment H for details).
- The successful Proposer shall be responsible for maintaining and cleaning the maintenance facilities that include the maintenance shop, equipment and parts storage, and offices.
- The successful Proposer shall be responsible for maintaining all areas of the golf course facilities litter and trash free, including the parking lot, clubhouse area, ponds, and the golf course proper.
- The successful Proposer shall be required to cooperate with the City during special events and other unanticipated eventualities.
- Develop a program to support local municipal and private school golf teams through favorable rates and accommodations; including, discounted driving range fees, discounted green fees, and use of existing lockers.
- The successful Proposer shall establish and maintain effective working relationships with the employees, City officials, golf patrons, and the general public.
- The successful Proposer shall be responsible for regular pest control inspections and extermination, in compliance with all New Mexico Department of Agriculture regulations concerning pesticide applications and nutrient management.
- Smoking in any building is strictly prohibited. The successful Proposer shall be required to adhere to and enforce this policy.
- Repair and maintenance items which include seeding, reseeding, and other general landscaping, tee box revisions and extensions, bunker reconstruction and restoration, and cart path repair, paving, and repaving shall be the sole responsibility of the Proposer.
- The successful Proposer shall lease from the City its governmental liquor license, and be responsible for all alcohol related activities in accordance with the City policies and the New Mexico Alcohol Control Act.

B. Operations and Programming

The successful Proposer shall:

- Create and maintain a high-quality golfing experience for the public.
- Implement customer service practices that shall enhance and maintain the satisfaction of patrons, including, but not limited to, ideas to promote faster speeds of play. These practices shall be outlined in the proposal.
- Not permit use of the golf course without a reasonable charge for such use.
- In addition to general operation and management staff, provide course marshals, starter, and courtesy cart services.
- Implement innovative and effective player development programs, particularly for juniors, female golfers, and senior citizens.
- Develop and implement marketing and promotion programs that shall effectively improve the City's market share in the local/regional golf market, and employ yield management strategies to encourage play during traditional slow play periods.
- Provide high-quality golf instruction programs for players of all ages and abilities, including individual and group lesson opportunities with well qualified instructors.
- Enhance leagues as a mechanism to promote increased activity and group camaraderie at the facility. In addition, the successful Proposer is expected to host other tournaments and outings, including the possibility of hosting local/sectional qualifiers of USGA tournaments.
- Offer a convenient Internet and mobile application based tee time reservation system with customer service benefits comparable to systems offered within the local/regional market. The successful Proposer shall be required to utilize a golf-specific point-of-sale (POS) system that has proper modules for maintaining a database of customer information (e.g., zip codes, emails), electronic marketing, electronic tee sheet management, retail management, reporting, and accounting.
- Provide competent and neatly attired employees in the following areas: golf pro shop, golf course maintenance, golf starters, golf rangers, food and beverage concession, and driving range.

C. Operating Revenues and Expenses—Reporting and Audit

- The successful Proposer shall be required to submit monthly financial reports at a level of detail and in a format approved by the City. At the end of each operating year, the successful Proposer shall be required to submit audited

financial statements for the past year. The successful Proposer shall be required to maintain cash handling and revenue control systems to ensure the accurate and complete deposit and recording of all revenues, in a form and manner acceptable to the City.

- Provide all accounting procedures requested by the City.

D. Food and Beverage Operation

The successful Proposer shall:

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

E. Pro Shop

The successful Proposer shall operate and manage the pro shop at quality standards, as the primary, customer friendly point of sale for course access and by providing golf merchandise for sale as appropriate.

The successful Proposer shall explain in detail plans for operating the pro shop, including proposed hours of operation and the types of merchandise and services that shall be provided.

F. Capital Improvements

The successful Proposer shall annually assess needs and develop plans, including implementation strategies, for necessary and desirable capital level improvements to the golf course, training facility, clubhouse, pro shop, food and beverage facility, and maintenance facility. The successful Proposer shall annually submit a proposed five-year plan for capital improvements. Any capital improvement, which may include building construction, cart path construction, and development of new holes shall be subject to City approval.

- In a lease option, successful Proposer shall be responsible for all planning, expenses, permits, contracting, etc. for capital improvement projects. Major renovation and improvement projects shall be subject to City review and shall require written City approval prior to implementation.
- In a management contract option successful Proposer shall work with the City cooperatively to plan and implement capital improvement projects. Major

renovation and improvement projects shall be subject to City review and shall require written City approval prior to implementation.

- See Attachments C or D for more information regarding responsibilities of the successful Proposer.

G. Golf Course and Clubhouse Security

The successful Proposer shall provide and maintain procedures and systems to ensure the security of the golf course and the clubhouse, including but not limited to a fire and burglar alarm system.

H. Compliance with Laws

The successful Proposer shall comply with all City, State, and Federal requirements to provide safe and accessible recreational opportunities for everyone, including persons with disabilities; in addition, the successful Proposer is encouraged to exceed accessibility requirements whenever possible and not simply provide the minimum level required. The successful Proposer shall also comply with all environmental laws in the operation and maintenance of the golf courses.

Attachment C Lease Agreement Criteria

1.01 Lease Option—Fee Offer

The fee offer must propose the terms of a lease, which shall incorporate a guaranteed minimum payment. The City shall consider a partial or full abatement of lease payments during the years the lessee is performing capital improvements, subject to negotiation and the extent of the proposed improvements. The structure and timing of lease payments are open to negotiation.

1.02 Basic Requirements for Lease Option

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

To ensure timely availability of staff and other resources, the Proposer shall submit to the City a viable business and management plan along with a written request for documents and schedules to be prepared by City staff, and the dates by which such items are required.

The successful Proposer shall be responsible for:

- All the City's municipal golf course expenses, including operating (including utilities), maintenance and capital costs.
- Formulating and implementing operating and maintenance programs, business plans, staffing and budgets, including green fees, cart fees, tournament and outing scheduling and fees, tee reservation systems, food and beverage operations and fees, and golf instruction programs and fees; in other words all aspects of the golf course operations.
- Supplying and maintaining/repairing all equipment used in operation of the golf facilities, including golf carts, maintenance vehicles and equipment, irrigation system, and other buildings. The existing vendor has a cart lease that the proposer may be able to negotiate in good faith to acquire.
- Developing a facility improvements master plan, including implementation plans and financing.

The City shall retain responsibility for the following:

- Administration of all terms and conditions of the agreement.
- Monitoring and evaluation of compliance with regards to the terms of the agreement.
- Prior approval for any major modifications or alterations to the facilities.

Terms for Lease Agreement

Lease for the Right-to-Occupy Premises and Operate the Colonial Park Golf Course

Under the terms of a Lease Agreement, the successful Proposer shall be required to pay the City a predetermined lease fee that may be composed of both fixed and variable components. The successful lease bidder shall provide lease terms that are advantageous to the City.

A. Term

The initial term for the lease option is negotiable but shall be no less than four years. It shall begin no later than March 1, 2019, and may contain an option to extend, subject to negotiation. The City shall consider a longer initial term depending on the proposed scale of capital improvements; i.e., new cart paths, hole improvements, etc.

B. Security Deposit

The successful Proposer shall be required to provide the City with a security deposit in the form of a performance bond, which must remain in effect for the duration of the term. The bond, in the amount of \$500,000, shall be due upon the execution of the contract.

C. Capital Improvements and Investments

Capital Improvement Plan

Lease proposals should include a proposed capital improvement plan that includes improvements to the golf course, practice facility, and clubhouse during the term of this lease. Proposer is to describe all proposed capital work and provide cost estimates for each distinct project. In addition, include a preliminary capital/design timetable that clearly outlines proposed improvements and the anticipated commencement and completion dates for these improvements (i.e., the expected duration of each improvement).

In addition to everyday facility maintenance and repairs, the lessee shall be expected to perform capital improvements to the golf course, practice facility, and clubhouse during the first two to three years of the lease, and on an ongoing basis as needed thereafter. Improvements to the golf facility may include tee box renovations, cart paths, greens and bunker renovations, as well as other desired projects. A brief listing of capital improvement needs are listed in Attachment J.

The City shall weigh capital investment in its evaluation process, as proposed by Proposers interested in an operating lease. (For more information, please see the "Evaluation and Selection Process" section of this RFP). The City recognizes that there may be a tradeoff between the lease compensation paid to the City and capital improvement work proposed for the years in which improvements are

planned. Potential lease abatements shall depend on the level of capital investment committed to by the lessee.

Proposer is to describe all intended capital work and provide preliminary cost estimates for this capital work in your proposal submission. In addition, include a preliminary capital/design timetable which clearly outlines proposed improvements and the anticipated commencement and completion dates for these improvements (i.e., the expected duration of each improvement).

The successful Proposer shall be required to make all necessary repairs and necessary/desirable capital-level facility improvements at its sole expense. All capital work by the successful Proposer shall be completed in such a manner so as to create a minimum amount of interference with golf course availability to customers.

The successful Proposer may be required to provide a construction security deposit, in an amount and format approved by the City, to ensure that all renovation work is completed satisfactorily. This security deposit, preferably in the form of a letter of credit, must be in place before any facility improvement work commences.

The successful Proposer shall not make any alterations, additions or improvement in or to the golf course lease areas where the reasonably anticipated cost thereof is in excess of statutory limits for competitively bid work without submitting design drawings and building plan/specifications to and obtaining written approval from the City prior to commencing construction.

Prior to commencing construction of any alteration, addition or improvement exceeding the statutory limits for competitively bid work and where the successful Proposer intends to use an outside non-affiliated third party contract, the successful Proposer shall obtain and provide the City with a copy of payment and performance bonds in as approved by the City.

The City makes no representations regarding the adequacy of site utilities currently in place at the site. The successful Proposer shall be required to connect to and/or upgrade any existing utility service or create a new utility system, and obtain the appropriate permits and approvals.

The successful Proposer shall be required to indicate how it plans to account for environmental considerations in its capital improvement and maintenance plan.

All capital improvements shall require City approval. All capital improvements and fixed equipment become the property of the City upon installation, at the City's option. In the event the lease agreement is terminated, unless negotiated otherwise, the City shall not consider proposals for reimbursement of successful Proposer's unamortized capital improvement cost as of the date of termination. All capital improvement costs shall be amortized over the life of the contract. All remaining debts or obligations related to the improvements shall remain with the successful Proposer, and the City shall not be responsible for any of these debts or obligations.

D. Licensed Engineer

The successful Proposer shall be required to retain a professional New Mexico state-licensed engineer or registered architect for design and filings of proposed capital work and to oversee any construction projects. This supervising architect or engineer shall be required to ensure that all construction conforms to the plans approved by the City's Building Safety Division. The successful firm shall be required to submit the engineer or architect's qualifications to the City for approval.

E. Taxes

The successful Proposer shall be required to pay all taxes applicable to the operation of the golf facilities. Gross receipts shall exclude the amount of any federal, state, or city taxes that are paid by the successful Proposer against its sales.

F. Termination for Convenience

The lease may be terminated upon mutual consent of the successful Proposer and the City. If either party wishes to terminate the lease, it must notify the other party in writing at least 180 days prior to the proposed termination date.

G. Termination for Cause

The City shall have the right to terminate this Agreement for cause, in the sole opinion of the City, based on the successful Proposer's performance, as follows:

- Disregard of laws, ordinances, or rules, regulations or orders of a public authorities having jurisdiction.
- Failure to meet the performance standards for the facilities and the operation and management plan.
- Breach of fiduciary obligations under the Agreement.
- Filing by the successful Proposer of a voluntary petition for protection under federal bankruptcy laws; or the failure to obtain the dismissal of an involuntary petition under federal bankruptcy laws within 90 days.
- Discontinuance of its business or activities at the facilities.
- Any other substantial breach of the Lease Agreement.

Attachment D Management Agreement Criteria

1.01 Management Option—Fee Offer

Proposer shall submit a proposal that includes a required fee to be paid by the City to the management company. The fee offer may include an annual guaranteed minimum payment, plus any proposed, incentive-based payments. The structure and timing of the management fee payments are open to negotiation.

The successful Proposer shall maintain and provide to the City monthly and annual financial reports reflecting all revenues, expenditures, and balance sheet accounts.

1.02 Basic Requirements for Management Contract

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

The successful Proposer shall assume responsibility for the following operations associated with each City golf course on an annual basis:

- Formulating and implementing business plans, marketing/promotion plans, maintenance, and operating programs, and budgets to be submitted to the Director of Parks and Recreation or designee for approval for each fiscal year.
- Developing recommendations for green and cart fees, subject to City approval, and indexed to local or regional competitive golf facilities of similar type and quality. Setting of fees shall be subject to a negotiation process and partnership between the City and the successful Proposer.
- Procuring and maintaining all equipment used in operation of the golf facility, including maintenance vehicles and equipment. The existing vendor has equipment that may be negotiated for in good faith.
- Purchasing of all supplies, consumables, etc. for use in the operation of the golf course. The existing vendor has supplies that may be negotiated for in good faith.
- Developing facilities improvements master plan, with specific recommended projects, and an implementation schedule and plans. NOTE: Under the management contract option, the City shall review the facility improvements master plan and work with the management company on cost estimates, detailed design, bidding, and implementation plans. The extent of City involvement shall be dependent on the size, scope, and budget of each proposed facility improvement project.
- Meeting with the Director of Parks and Recreation monthly, or as deemed necessary by the City, to review operations, expense/revenue reports, marketing/promotion programs, repair and improvement projects, long-range plans, etc.

- Presenting quarterly reports for both maintenance and expense/revenue reports to the Clovis City Commission.

City retains responsibility for the following:

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

Agreement Terms for Management Contract

A. Management Fee for Operations

Under the terms of a Fee-for-Service Management Contract, the successful Proposer may be paid a base management fee, plus an incentive management fee. Proposals should clearly indicate the basis upon which any payments shall be based.

B. Term of Agreement

The term of the Agreement shall begin on an agreed-upon date, no later than March 1, 2019, and shall end on the last day of the month preceding the fourth anniversary of the start date unless terminated by the City prior to that date. The contract is subject to funds being appropriated by the City Commission or otherwise made available to support the continuation of the contract in each fiscal year.

C. Capital Improvements

In addition to everyday course and facility maintenance and repairs, the successful Proposer, in cooperation with the City, shall be expected to develop plans for capital improvements, to the golf course, driving range, clubhouse, and other areas. Renovations to the golf facilities may include the tee boxes, greens, bunkers, cart paths, and other projects.

Management proposals should include a proposed capital improvement plan that includes improvements to the golf course, practice facilities, and clubhouse during the term of the agreement. Proposer is to describe all proposed capital work, and provide cost estimates for each distinct project. In addition, include a preliminary capital/design timetable that clearly outlines proposed improvements and the anticipated

commencement and completion dates for these improvements (i.e., the expected duration of each improvement). A brief listing of capital improvement needs is listed in Attachment J.

- The successful Proposer shall annually submit a proposed four-year plan for capital improvements.
- All capital improvements may be financed from the City's management account. The funds from the management account shall only be encumbered or expended upon prior written approval by the City.
- The City shall not be liable for any encumbrances or expenditures for capital improvements that have not received the prior written approval from the City.

D. Performance Bond

The successful Proposer shall be required to provide the City a performance bond, which must remain in effect for the duration of the term. The bond, in the amount of \$500,000, shall be due upon contract signing.

E. Termination for Convenience

The agreement may be terminated upon mutual consent of the successful Proposer and the City. If either party wishes to terminate the lease for convenience, it must notify the other party in writing at least 180 days prior to the proposed termination date.

F. Termination for Cause

The City shall have the right to terminate this agreement for cause, in the sole opinion of the City, based on the management company's performance, as follows:

- Consistent inability to achieve mutually agreed upon financial performance goals.
- Failure to meet the performance standards for the facilities and the operations and management plan.
- Disregard of laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.
- Persistent or repeated failure to supply properly skilled workers.
- Breach of fiduciary obligations under the agreement.
- Filing of a voluntary petition for protection under federal bankruptcy laws; or the failure to obtain the dismissal of an involuntary petition under federal bankruptcy laws within 90 days.
- Discontinuance of its business or activities at the facility.
- Any other substantial breach of the agreement.

**Attachment E
Recent Operating Performance**

Colonial Park Golf Course Total Rounds Played						
Year	2013	2014	2015	2016	2017	Average
Colonial Park	16,516	20,439	23,400	21,088	21,594	20,607
% Change		24%	14%	-10%	2%	8%

Colonial Park Golf Course Summary of Revenue					
	2013	2014	2015	2016	2017
Rounds	16,516	20,439	23,400	21,088	21,594
Revenue					
Green Fees	\$99,524.91	\$142,702.04	\$171,250.34	\$150,516.60	\$144,484.22
Membership Fees	\$44,892.00	\$45,494.00	\$52,025.00	\$47,325.93	\$57,373.99
Cart Fees	\$151,203.50	\$198,707.50	\$223,049.40	\$207,432.20	\$207,971.07
Food & Beverage	\$161,349.21	\$177,265.06	\$183,474.10	\$182,327.15	\$174,933.40
Merchandise & Lessons	\$48,000.00	\$53,000.00	\$46,000.00	\$50,600.00	\$63,500.00
Driving Range	\$11,500.00	\$14,500.00	\$15,000.00	\$17,000.00	\$19,000.00
Misc./Other	\$7,841.95	\$18,677.00	\$17,220.00	\$12,900.00	\$11,350.00
Total Revenue	\$524,311.57	\$650,345.60	\$708,018.84	\$668,101.88	\$678,612.68

**Attachment F
Fee Schedule**

Green Fees and Cart Fees

2018 Fees	Colonial Park Golf Course	
	Green Fee	Cart Fee
9 Holes	\$10.00	\$8.50
18 Holes	\$15.00	\$17.00
Junior (9 or 18)	\$5.00	
Weekend 9	\$11.00	\$8.50
Weekend 18	\$20.00	\$17.00
Weekend Junior (9 or 18)	\$10.00	

Punch Card Pass Fees		
	Cost	Discount %
Punch Pass (credit) (20 – 9 hole)	\$150.00	47%

Driving Range Rates	
Large Bucket	\$7.50
Medium Bucket	\$5.50
Small Bucket	\$3.00

Membership Fees and Information

Driving Range Membership Rates	
Pass	\$39.99/month

Membership Rates		
	Annual	6-Month
Single	\$849.00	\$500.00
Family	\$1249.00	\$749.00
Senior	\$500.00	
Senior Family	\$650.00	

Attachment G Golf Course Maintenance Standards

Golf Course Maintenance Guidelines

The work includes maintenance of grass on greens (including putting greens and perimeter slopes), tees (including practice tees), approaches, collars, ditches, fairways, roughs, sand traps, driving range, lakes and maintenance of trees, shrubs and landscaping throughout the entire acres covered by this contract. Note: Where specific fertilizers, chemicals, seed, supplies, products, or techniques are specified below, similar items or techniques of equal or better effectiveness that are without additional cost to the City may be used if preapproved by the Director of Parks and Recreation or appointee.

The maintenance practices included in this section are intended to be an overall outline for the agronomic, horticultural, and recurring service practices of successful Proposer's golf course maintenance operations. While the guidelines are detailed, they are intended to be only minimum rules of operation. The successful Proposer's primary responsibility is for ensuring the integrity of the golf course. Variances from the guidelines shall be necessary at times to allow for adjustments resulting in climatic conditions, pest infestations, golf course traffic, tournaments, and other unforeseen problems.

1. Mowing Guidelines:

- a. Greens shall be mowed every day the course is open for play at a height of cut that is acceptable to the City without causing undue stress to the turf. Typically, a cutting height between 5/32 inches to 1/4 inch shall be maintained. Greens should be maintained to achieve at least an "8-foot "stimpmeter" reading. The integrity of the original size of greens shall be maintained.
- b. Tees shall be mowed three times per week. A mowing height of 1/4 inch to 1/2 inch shall be maintained. No more than 33 percent of the leaf surface shall be removed at any one mowing. The integrity of the original size and design of tees shall be maintained.
- c. Fairways, approaches, and collars shall be mowed three times per week during the active growing season and two times per week during the cooler periods. A height of cut of 1/2 inch to 3/4 inch shall be maintained. There may be certain times during the summer when this frequency may increase due to changes in climatic conditions. The frequency of cut during the cooler periods may also be increased to three times per week when the fairways are overseeded. No more than 33 percent of the leaf blade shall be removed at any one mowing. The integrity of the original size of fairways shall be maintained.

- d. Tee and green slopes and roughs shall be mowed weekly during the active growing season and as needed the balance of the year. A height of cut of 1-1/4 inch to 1-1/2 inch shall be maintained.
- e. Growth regulators shall be utilized in wet areas during the summer months when excessive rainfall is predicted to keep the turf under a manageable condition.

2. Aeration Guidelines:

- a. Greens shall be aerated as needed to provide the soil with the proper air, water, and soil ratio required for healthy putting surfaces. Two to three conventional core aerations (2 inches deep on 2-inch centers, minimally) coupled with one deep tine aeration during the summer months shall be performed annually. Spiking of all greens shall be performed between aerations to maintain proper water infiltration.
- b. Tees shall be aerated two times, minimally, during the year with a conventional aerator to alleviate compaction and help control thatch.
- c. Fairways/roughs shall be aerated one time, minimally, during the summer months to alleviate compaction. Also, supplemental aerations shall be done on the heavily compacted areas and may be accomplished with a deep-tine aerator.

3. Verticutting/Spiking Guidelines:

- a. Greens shall be vertically mowed during the active growing season to help promote quality putting surfaces. Typically, every two weeks during the active growing season would be considered minimal. A deeper verticutting shall be accomplished following aerations in two to three directions to help promote the healing of the damage on the putting surfaces caused by aerations. Spiking of the greens shall be performed regularly.
- b. Tees shall be vertically mowed in conjunction with the aeration services during the summer. The frequency of vertical mowing shall be adjusted accordingly should the playing areas become "spongy."
- c. Fairways and roughs shall be vertically mowed or scalped, if necessary, in order to prevent matting and/or the build-up of thatch in these areas.

4. Top Dressing Guidelines:

- a. Greens shall be top dressed in conjunction with the verticutting/spiking and aeration operations. This shall be accomplished with a soil mix or sand that is similar to the make-up of the existing soil profile.
- b. Greens shall be top dressed every two weeks during the active growing season to help maintain a smooth putting surface. In addition to this, during the interseeding period, the greens shall be "dusted" with top dressing.

- c. Tees shall be top-dressed two times during the summer in conjunction with the aeration operations. In addition, the divots shall be filled in on a weekly basis, minimally, to ensure an even playing surface.
 - d. Green sand shall be made available to all three facilities for top dressing of the practice range tee and to fill sand buckets on the golf carts.
5. Fertilization Guidelines:
- a. Greens shall be fertilized at a rate of 1.5 pounds of nitrogen per month with an analysis or ratio of N, P, and K determined by soil and tissue testing. Only “miniprill” and materials specifically used on putting surfaces shall be utilized. Minor nutrients shall be applied as a foliar application in addition to what is available in the granular fertilizer. Only fertilizer specifically formulated for putting greens shall be applied.
 - b. Tees shall be fertilized at a rate of one pound of nitrogen per month with a fertilizer analysis to be determined by soil testing. During overseeded months, the applications of fertilizer shall be adjusted as necessary to ensure that quality teeing areas are present.
 - c. Fairways, irrigated roughs, and slopes shall be fertilized with 6 to 8 pounds of nitrogen annually through either granular or liquid applications that shall be applied throughout the course of the year. Supplemental amounts of fertilizer shall be applied to weak and thin areas. Any additional amounts of N, P, and K shall be determined by soil tissue tests and adjusted accordingly.
 - d. Dolomite lime applications, in conjunction with aeration, shall be used as necessary to assist in keeping the pH at a desirable level.
6. Overseeding Guidelines:
- a. Greens shall be overseeded as needed each fall with an initial seeding rate of 18 pounds of seed per 1,000 square feet. Additional seed shall be added as necessary to ensure a good germination and juvenile development. Standard industry guidelines shall be followed during this procedure.
 - b. Tees shall be overseeded each fall with a perennial ryegrass blend at a seeding rate of 15 pounds per 1,000 square feet on par 4 and par 5 and a 20-pound per 1,000 square feet seeding rate shall be utilized on par 3. Regular seeding and sanding of divots shall be performed throughout the overseeded months.
 - c. Fairways shall be overseeded each fall with a perennial ryegrass blend at a seeding rate of 300 pounds per acre. Regular seeding and sanding of divots shall be performed throughout the overseeded months.
7. Bunker Maintenance Guidelines:

- a. Mechanical raking of the bunkers shall be performed five times per week. Bunkers shall be raked all days with the exception of Tuesday and Sunday, or as designated by the City contract manager. In addition to mechanical raking, the bunkers shall be spot hand raked during the days the bunkers are not mechanically raked. The integrity of the original size and design of each bunker shall be maintained.
 - b. Edging of the bunkers shall be performed monthly to ensure a manicured appearance at all times.
 - c. Mowing of the bunker faces shall be performed weekly throughout the growing season and as needed throughout the remainder of the year.
 - d. Additional sand shall be added as needed throughout the year to maintain an average depth of 4 inches in all parts of the bunkers.
8. Equipment Repair Maintenance Guidelines:
- a. The successful Proposer shall follow all manufacturers' guidelines in the maintenance and repair of equipment. All of the successful Proposer's equipment technicians shall be qualified and are encouraged to attend industry workshops and seminars to stay updated on the latest trends and repairs of equipment.
9. Irrigation Guidelines:
- a. The irrigation and well systems shall be repaired and maintained on a regular basis by qualified staff of the successful Proposer.
 - b. These employees may be required to attend service seminars to keep updated on the latest irrigation development and trends in the industry.
 - c. The successful Proposer shall be responsible for submitting and implementing a well maintenance/operation program. The well maintenance/operation program should include a routine monitoring of water level, hours run, gallons per minute, and specific capacity of the well.
10. Integrated Pest Management Guidelines:
- a. The goal is to have the City of Clovis golf course as weed and insect free as possible and to prevent any damaging outbreaks of pests. The successful Proposer's approach to the control of damaging pests and weeds shall include curative and preventative types of control measures using the most appropriate products available.
 - b. The successful Proposer shall be responsible for the implementation of an integrated pest management (IPM) program for all playing areas of the courses including roughs via regular monitoring, problem and potential problem

identification, preventative measures, diagnosis and treatment. All greens shall be inspected daily for the presence of damaging pests, insects, or fungus. All greens shall be treated as required to prevent or control fungus and insect activity and damage to the turf. All fairways shall be inspected weekly for the presence of damaging pests, insects, or fungus and treated appropriately to prevent turf damage.

11. Other Maintenance/Service:

The successful Proposer shall be responsible for properly moving the cups and tee markers and repairing ball marks every day the courses is open for play. In addition, all trash shall be removed, divot buckets shall be filled, and the ball washers checked for clean towel and soap solution daily. The ball washer soap shall be changed a minimum of once per week throughout the year.

12. Trash and Debris Removal:

During the course of the day, any trash or nonorganic debris on the golf courses shall be picked up. This shall be hauled to a legal disposal site and disposed of. Removal from the property, when necessary, shall be the responsibility of successful proposer.

13. Organic Materials and Tree Debris Removal:

During the course of the day, any tree debris or organic materials on the golf courses shall be picked up. This shall be hauled to a legal disposal site and disposed of. Removal from the property, when necessary, shall be the responsibility of the successful proposer.

14. Deep Rough/Natural Areas Maintenance:

- a. The successful Proposer shall maintain the natural areas within the boundaries of the play areas. These areas are to be kept free of fallen limbs, sucker growth, undesirable vegetation, trash, and weeds. Any removal of trees greater than 2 inches in caliper is not the responsibility of the successful proposer, unless the trees are leaning at more than a 45-degree angle.
- b. The successful Proposer shall be responsible for pruning any plant material and clearing debris that obstructs the cart paths throughout the golf courses.

15. Cart Path Maintenance:

All golf cart paths shall be kept clean of cut grass and shall be edged monthly during the active growing season and as needed the balance of the year. Standing water problems on cart paths shall be promptly corrected by the successful Proposer. The successful Proposer shall repair or is responsible for repair to cart path breaks due to irrigation repairs.

16. Lakes and Ponds Maintenance:

All aquatic weed control is the responsibility of the successful Proposer. The successful Proposer's personnel shall remove litter and trash from the water bodies on a regular basis. All lakes and ponds shall be kept free of all unwanted aquatic plant life.

17. Landscape Beds Maintenance:

The successful Proposer shall install and maintain flowering plants in select landscape beds throughout the golf course and around clubhouse and patio. This shall include weed control, watering, fertilization, and pest control. The successful Proposer shall work with the City in determining planting designs.

18. Buildings:

The successful Proposer shall maintain the landscape surrounding the maintenance buildings, halfway houses, and clubhouse buildings on the golf courses in a good, operable, and sanitary order. Any required repairs, replacement, rebuilding, and restoration would be brought to the attention of the Director of Parks and Recreation immediately. All such repairs, replacements, rebuilding, and restoration shall be the responsibility of the successful proposer.

Attachment H

Building Maintenance Standards/Custodial Maintenance Standards

Daily Custodial Duties and Requirements

- Empty waste receptacles and replace plastic liners as needed. Refuse removal is the responsibility of the successful proposer.
- Clean and sanitize the interior and exterior surface of all trash containers.
- Vacuum all areas of the building's interior carpet. Vacuum any floor mats and entry mats located at entry/exit doors. Spot clean any areas as needed.
- Dust mop all noncarpeted floors then damp mop afterwards.
- Clean and sanitize drinking fountains and remove encrustations, watermarks, etc. Polish as needed, using approved metal polish.
- Remove cobwebs on walls, ceiling corners, or any other places.
- Dust around cleared areas of furniture tops, desk tops, vacant shelves, windowsills, ledges, chairs, benches, etc. **DO NOT MOVE ITEMS LOCATED ON THESE AREAS.**
- Vacuum all fabric upholstery on chairs. Spot clean as necessary.
- Vacuum behind equipment using a vacuum wand. This shall avoid damage to equipment and/or equipment cords.
- Pick up litter, trash and debris at entryways, parking lots and grounds as needed, this is to include areas around the trash dumpsters.
- At entranceways, remove lint, cobwebs, debris, and mud from walkways, steps, floors, canopies, and ceiling corners. If necessary, remove bird droppings.
- Clean and sanitize public telephones and any ledges and side panels of phone area.
- Clean entry door surfaces, door glass, and adjacent glass and frames. Clean entry door handles, push plates, and kick plates.
- Clean top surface of exterior patio tables and chairs.
- In break rooms, lounges, etc., clean sinks and counter tops using sanitizing agent. Clean table tops and chairs. Fill any paper towel and soap dispensers.
- In break rooms, lounges, etc., clean microwave oven inside and outside and exterior surface of refrigerator door.
- Spot clean carpets and hard floors as needed.
- Clean Windows Inside and Out.

- Buff floors that are coated with floor finish restoring luster and dust mop afterwards.
- Resupply towels, soap, toilet paper, and other items as required.
- Clean all sinks and countertops.
- In restrooms, clean mirrors, countertops, sinks, and fixtures using germicidal solution.
- Clean toilet seats, inside bowl, bowl rims of toilet, base (including hold-down bolts), as well as unclog toilets as necessary. Clean urinals in like manner. USE OF SANITARY DISPOSABLE NON-STERILE RUBBER GLOVES IS MANDATORY. Gloves are to be changed with each restroom cleaning. DO NOT USE ACID BASED TOILET BOWL CLEANER ON ANY METAL SURFACES.
- Spot clean ceramic tile/concrete walls, removing stains, heavy soil, graffiti, candy, gum, or any other foreign material. Clean stall partitions in like manner.
- Mop bathrooms and locker rooms with germicidal solution. Spot clean baseboards to remove build-up of dirt and foreign matter. Clean and polish all stainless steel and chrome.
- Change ceiling tiles as need.
- Report needed building repairs to Building Maintenance Supervisor.

Weekly

- Blinds and other window coverings are to be dusted or vacuumed on both sides.
- Clean all washable nonfabric seating.
- Clean interior and glass surfaces.
- Spot clean walls and cubicle partitions.
- Heavy sweep all loose soil, rocks, debris, etc. from patio areas, vestibules, building stairwells/steps, and handicap ramps.
- Pour one-gallon germicidal or detergent solution into floor drains. Clean grate to remove mildew or other stains.
- Ensure water feature on patio is working.
- Clean benches on patio.

Monthly

- Wipe dust accumulation on wall artwork, photographs, white boards, bulletin boards, plants, etc.
- Vacuum and clean HVAC supply, return vents, and surrounding ceiling.
- Machine scrub and apply four coats of floor finish to all VCT floors.
- Remove any floor finish, dirt, or other foreign matter from all baseboards.
- Clean stairwell rails, landings, and steps. Clean rails located on handicap ramps to remove dust accumulation and residue.
- Clean all exterior surfaces of lockers.

Quarterly

- Clean ceiling and light diffusers/covers (only if diffusers and covers are removable without tools). Dust/wipe bulbs.

Semiannual

- Strip, seal, and refinish all VCT floors (six coats of finish).
- Extract/shampoo all carpeted areas.

Additional Duties As Needed (but not limited to)

- Paint facilities' interior/exterior. Repair sheetrock.
- Replace base covers.
- Strip and wax hard-surface floors (average of 16 hours per building/twice a year).
- Change out lightbulbs in building and patio.
- Change out flags.
- Minor plumbing repairs.

Attachment I Background Information

Located on the High Plains of central eastern New Mexico with a population of approximately 40,000 residents, Clovis is the seventh largest city in New Mexico, and the Gateway to the Land of Enchantment. Clovis not only serves as a regional hub for a trade area of 150,000 people in Eastern New Mexico and West Texas, but is also the home to Cannon Air Force Base and the 27th Special Operations Wing.

Clovis is home to multiple flourishing industries, most notably Southwest Cheese, which is the largest manufacturer of cheddar cheese in the world.

Rock & roll music plays a significant part of Clovis' rich history, and is celebrated annually during the Clovis Music Festival. The "Clovis Sound" was made popular by music greats including Buddy Holly and Roy Orbison, who created and recorded their music in Clovis at the Norman Petty Studio. With a growing downtown antiques and cultural district, and music scene, Clovis has great entertainment with a hometown feel.

Clovis also has more than 17 parks, including the 3,200 acre Ned Houk Park which is utilized for fishing, bike and ATV trails, horseback riding, archery and disc golf, and centrally located Hillcrest Park with its beautiful sunken garden, zoo, splash park, dog park, aquatics center, softball, soccer and baseball fields. There is ample opportunity for area residents and visitors to fully enjoy our great climate and more than 281 days of sunshine each year.

Clovis prides itself on being "A Community for Family" with something for everyone in the family, including year-round recreational programs for all ages, including Colonial Park Golf Course, swimming and splash pad at the Clovis Aquatics Center, the second largest zoo in the state located at Hillcrest Park, and much more. Clovis is also well known for its hospitality, comprehensive healthcare system, its public and private school systems.

Colonial Park Golf Course

Colonial Park Golf Course is located at 1300 Colonial Parkway in the north-east part of the City. The north-east part of the City is the most rapidly growing area of the City. It is located in close proximity to NM 209 and is within the Colonial Park Subdivision. Colonial Park Golf Course was originally designed by Warren D. Cantrell and first opened in 1964. The course was a private country club until the City of Clovis purchased it in July 2011. The purchase of the course allowed the City to close it's 9-hole course and repurpose it to open green space, parks, soccer fields, dog parks, a Par-3 golf course, and an expanded zoo. Colonial Park Golf Course is currently the only 18-hole course in the City. Beginning in 2012 the City of Clovis replaced the irrigation system on the front nine with individual head controls.

A Fairfield Inn & Suites, La Quinta Inn & Suites, TownePlace Suites, and Holiday Inn Express & Suites are located along NM 209 adjacent to Colonial Park Golf Course. Colonial Park is ideally located in the northeastern area of the city which has seen a tremendous amount of growth in residential housing and entertainment. Restaurant additions including Chipotle Grill, Chilis, Buffalo WildWings, Applebees, and Rib Crib, have all contributed to making the area an entertainment destination.

Colonial Park Golf Course has been the host to several annual tournaments including:

- Leadership Clovis Tournament
- Ladies Tournament
- Ladies High Plains Tournament
- Berry Tournament
- Three Amigos Tournament
- Ronald McDonald Tournament
- City Championship
- Clovis High School Golf Team Tournament
- Clovis Christian School Tournament
- ENMU Tournament
- Thursday Night Scrambles

Attachment J Capital Improvement Needs

In addition to facility-specific improvements listed below, continued removal of trees and their replacement is likely to continue by the City of Clovis on the golf course. Permanent restrooms are also desirable amenities subject to feasible sanitary sewer connections.

Colonial Park Golf Course

- Parking Lot and Entrance.
- New entrance signs.
- Driving Range Fencing & Signage.
- Concrete cart paths to replace existing asphalt paths.
- Irrigation System—Back nine individual head control.
- Pond Improvements.
- Ball Washers.
- Tee Signs and markers.
- On course signage.

**Attachment K
Proposer's Questionnaire**

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

Company Profile

Number of Years in Business: _____

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

**Attachment L
City of Clovis
Execution of Offer Form**

Request for Proposal

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH YOUR PROPOSAL.

PROPOSER AGREES TO PERFORM ALL WORK AS SET FORTH IN THIS REQUEST FOR PROPOSAL, AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS AT THE PRICES SUBMITTED.

INDICATE IF YOUR FIRM IS SUBMITTING A PROPOSAL FOR:

Full Service Management Agreement Operating Lease

Both a Lease Proposal and a Full Service Management Proposal

If requested, the Proposer shall furnish bonding with the following company as surety:

Name of Surety Company

Address and Phone Number

Please list the Proposer insurance agent who shall provide the insurance policies required herein.

Name of Agency

Address and Phone Number

Contact Person

Execution

THE PROPOSER IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE PROPOSAL TO BE ACCEPTED. BY SIGNING, THE PROPOSER CERTIFIES THAT HE/SHE SHALL COMPLY IN EVERY ASPECT WITH THE REQUEST FOR PROPOSAL, ADDENDUMS, PROPOSAL, ANY AND ALL EMAILS/LETTERS OF CLARIFICATION, BAFO, AND CONTRACT.

The proposal, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the bylaws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of

the corporation. In lieu thereof, the corporation may file such evidence with the administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the administration is advised in writing to the contrary. In any case where a proposal is signed by an attorney in fact, the same must be accompanied by a copy of the appointing document, duly certified.

If an Individual:

NAME: _____

_____ Street and/or P.O. Box

_____ City State Zip Code Fed ID or SSN

_____ Signature Date

_____ Print Signature

WITNESS: _____

Signature

_____ Print Signature

If a Partnership:

NAME OF PARTNERSHIP: _____

_____ Street and/or P.O. Box

_____ City State Zip Code Fed ID or SSN

BY: _____

Signature

Date

_____ Print Signature

TITLE: _____ WITNESS: _____

Signature

_____ Print Signature

If a Corporation:

NAME OF CORPORATION: _____

_____ Street and/or P.O. Box

_____ City State Zip Code Fed ID or SSN

STATE OF INCORPORATION: _____

BY: _____ Date

_____ Signature

_____ Print Signature

TITLE: _____ WITNESS: _____

_____ Secretary's Signature

_____ Print Signature

Remittance Address (if different than above)

_____ Street and/or P.O. Box

_____ City State Zip Code

NOTE: Firms must use their **full legal** name. Generally, a corporation's name must end with a suffix indicating the corporate status of that business (i.e., Inc., Co., Corp., etc.). Individuals or corporations may indicate trade names with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. Failure to use your **full legal** name may be cause for rejection of the proposal.

Contact for Administration

NAME: _____

TELEPHONE: _____

EMAIL: _____

Payment Remittance Address

_____ Street and/or P.O. Box

_____ City State Zip Code

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period. THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

18-0329-05 DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor:

List of Applicable Public Officials: David Lansford, Juan Garza, Ladona Clayton, Sandra Taylor-Sawyer, Gary Elliot, Helen Casaus, Fidel Madrid, Chris Bryant, Rube Render

Name of Applicable Public Official: _____

Date Contribution(s) Made:

Amount(s) of Contribution(s)

Nature of Contribution(s)

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature Date _____

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date _____

Title (Position)