

City of Albany

**REQUEST FOR PROPOSALS
FOR THE PROVISION OF
GOLF PROFESSIONAL SERVICES**

Proposal Number 2009-13
July 30, 2009

SECTION 1: PURPOSE

- 1.1 The City of Albany is requesting proposals from qualified PGA golf professionals to provide golf professional services to the City of Albany at Capital Hills at Albany. Minority Business Enterprises and Women's Business Enterprises are encouraged to submit proposals.

SECTION 2: RECEIPT OF PROPOSALS:

- 2.1 Four (4) copies of the proposal must be received no later than Friday, **August 21, 2009 at 3:00 p.m.** at the following address:

Michelina Capozzolo, Esq.
Corporation Counsel
City Hall, Room 106
Albany, New York 12207

The four copies of the proposal must be submitted in a sealed envelope, the outside of which must be marked as follows:

"Proposal Enclosed - Golf Professional Services"

- 2.2 The proposal submitted is the document upon which the City of Albany will make its initial judgment regarding each proposer's qualifications and wherewithal to complete the required services.
- 2.3 Those submitting proposals do so entirely at their own expense. There is no express or implied obligation by the City to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the City, or participating in selection interviews, if any.
- 2.4 Submission of any proposal indicates an acceptance of the conditions contained in this Request for Proposals unless the submitted proposal clearly and specifically states otherwise.
- 2.5 The City of Albany reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional proposals.
- 2.6 The City of Albany reserves the right to award the golf professional services contract in whole or in part, to one or more firms and individuals. The City further reserves the right to negotiate with any proposer, including the right to negotiate simultaneously with multiple proposers.

- 2.7 Any award of the golf professional services work shall be conditioned on the later execution of a formal written contract. The City of Albany reserves the right to revoke or rescind any award at any time prior to the full execution of a formal written contract. A sample of the contract, which sets forth the terms and conditions of the work, is available for review upon request from the person described in Section 10.1 of this Request for Proposals.

SECTION 3: QUALIFICATIONS OF PROPOSER:

- 3.1 In the case of a proposal from an individual, provide a statement of qualifications including education, certification, licensure, general experience, and specific experience in providing golf professional services to municipalities.
- 3.2 In the case of a proposal from a firm, provide a brief history and description of the firm submitting the proposal. Identify the firm's professional staff member(s) who will be assigned to this engagement if the firm's proposal is selected. Provide a statement of qualifications of each of the firm's professional staff members who will be assigned to this engagement including training, certification, licensure, general experience, and specific experience in providing golf professional services to municipalities. Provide a signed cover letter from a person within the firm who is authorized to make representations on behalf of the firm and to bind the firm.
- 3.3 Each proposer must provide the names, addresses, and phone numbers of at least three (3) references.
- 3.4 Each proposer may provide any additional information which would serve to distinguish its, his, or her proposal from other proposals.
- 3.5 The City of Albany may make such inquiries it deems necessary to determine the ability of each proposer to perform the services contemplated by this Request for Proposals. Proposers shall promptly furnish all information and data for this purpose as may be subsequently requested by the City of Albany.

SECTION 4: SCOPE OF SERVICES:

- 4.1 The selected proposer will be required to devote his or her full time, attention, energies, and best efforts to the performance of his or her duties as the Golf Professional at Capital Hills at Albany during the term of the agreement and any renewal thereof. The Golf Professional will be required to conduct himself or herself at all times and in all matters in accordance with the standards accepted for golf professionals as established by the PGA. The Golf Professional will be responsible for the following:
- a. Handle, or assist in the handling of, the collection of all fees belonging to the City of Albany, including fees for season tickets, daily play, surcharge fees, driving range, power golf carts and pull golf cart rentals, bio bags, and locker rentals as established by the City. All monies collected from these sources belong to the City of Albany and shall be properly accounted for on a daily basis and paid over to the City on a daily basis. The Golf Professional shall maintain proper and full accounting records in this regard throughout the term of this Agreement and for a period of six years following the expiration of this Agreement, and said accounting records shall be subject to periodic and final audit by the City upon request during that time period.

- b. Assist the City in the selection, orientation, initial training, on-going training, scheduling, and daily supervision of starters, rangers, and others providing golf-related services. Participate in the evaluation of starters, rangers, and others providing golf-related services.
- c. Report immediately, in writing to the Commissioner of the City of Albany Department of General Services or his representative, any problem, incident, or accident on the golf course.
- d. Participate in any golf course public-relations/marketing program that the City may conduct and attend meetings related to the operation of the golf course as required.
- e. Work cooperatively with the golf course Superintendent, notifying him/her of all golf activities, making recommendations to him/her for course improvements, and notifying him/her of any maintenance deficiencies or problems.
- f. Supervise the scheduling, planning, organization and conduct of all tournaments, league events, outings, regular golf, etc. played on the course, and maintain all records related thereto. Prior approval must be obtained from the Commissioner of the City of Albany Department of General Services or his/her representative for any and all tournaments involving more than sixty golfers.
- g. Administer, coordinate, and educate course patrons on the proper determination and record-keeping of golf handicaps.
- h. Assist the City in the development of operating and capital budgets for the golf course.
- i. Order and ensure a sufficient inventory of score cards, cash register tapes, pencils, and other supplies as required. It is understood and agreed that the cost of such items is the responsibility of the City.
- j. Keep the pro shop in a clean and orderly condition and provide for the removal of refuse generated in its operation. The pro shop must be cleaned thoroughly each night prior to closing the shop.
- k. Assist the City in the recruitment and retaining of the services of an assistant golf professional.
- l. Administer, supervise, and monitor the operation of the golf range, the recovery of the practice balls, and the maintenance of the equipment used in such operations on behalf of the City. The City shall provide practice balls and ball recovery equipment for the golf range.
- m. Administer, monitor, and supervise the rental, use, and maintenance of the power golf carts and pull golf carts. The decision to allow golf cars on any golfing day, however, shall be made by the golf course Superintendent. The City shall be responsible for

providing said power golf carts and pull golf carts, and shall be responsible for the cost of the maintenance thereof.

4.2 In addition to the responsibilities and duties set forth above, the Golf Professional shall operate the following concessions at his or her own cost, risk, profit, and expense:

- a. Operate a quality golf pro shop for the sale, repair, and storage of golf merchandise, equipment, and accessories. The pro shop shall be open one-half hour before the first scheduled tee time and shall not close until dark or when the last golfer is off the course, whichever is later. The Golf Professional will be required to be in attendance six days per week unless he/she is representing the course in a national or local PGA tournament or meeting. The pro shop shall be in operation from at least April 1 through November 30 of each season. The City will furnish approximately one thousand fifty (1050) square feet of suitable space for said golf pro shop. The Golf Professional will further be required to maintain an inventory of merchandise commensurate with the needs of Capital Hills at Albany and its patrons and shall ensure that special orders will be available with reasonable delivery times. The Golf Professional will be prohibited from selling any food, beverage, or any other similar item.
- b. Provide private golf instruction to individuals and groups.

SECTION 5: CONTRACT:

- 5.1 The selected proposer will be required to execute a written contract with the City of Albany. A sample City of Albany Professional Services Agreement is available upon request. The contract period for the services contemplated by this RFP will be three (3) years, beginning on or about March 1, 2010. The City shall have the option to extend the Agreement for two (2) additional one-year terms upon budget approval. The City will have the right to terminate the contract, with or without cause, upon thirty (30) days written notice.

SECTION 6: COST PROPOSAL:

- 6.1 Provide the fee which you propose to charge for all services contemplated herein.
- 6.2 The proposal must provide a guarantee that no additional fees will be charged to the City of Albany.

SECTION 7: PROPOSAL EVALUATION:

- 7.1 Proposals shall remain valid until the execution of a contract by the City of Albany.
- 7.2 Proposals shall be examined and evaluated to determine whether each proposal meets the requirements of this Request for Proposals. A contract will be awarded to a proposer based on the following criteria:
 - a. The proposer's demonstrated capabilities, professional qualifications, and experience in providing golf professional services to municipalities.
 - b. The wherewithal of the proposer to render the requested services to the City.
 - c. Total proposed cost.
 - d. Completeness of the proposal.

- 7.3 The selection of a proposal will not be based solely on a monetary evaluation. Considerable weight will be given to the proposer's experience in the areas required, demonstrated expertise and capabilities.

SECTION 8: ALTERNATIVES:

- 8.1 Proposals may include alternative matters or items not specified or requested in this RFP. However, all such alternative matters or items must be listed separately from the proposal and the cost(s) thereof must be separate and itemized.

SECTION 9: INDEMNIFICATION:

- 9.1 The selected proposer will be required to defend, indemnify, and save harmless the City of Albany, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the selected proposer, its employees or agents.

SECTION 10: SPECIFICATION CLARIFICATION:

- 10.1 All inquiries with respect to this Request for Proposals shall be directed to the following individual: Michelina Capozzolo, Esq., Corporation Counsel, City Hall - Room 106, 24 Eagle Street, Albany, NY 12207.
- 10.2 All questions about the meaning or intent of the specifications shall be submitted in writing to the individual referenced above in Section 10.1. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than four (4) calendar days prior to the date of submission of proposals will not be answered. Only questions answered by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.

SECTION 11: MODIFICATION AND WITHDRAWAL OF PROPOSALS:

- 11.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.
- 11.2 If within twenty-four (24) hours after the proposals are opened, any proposer files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of his/her proposal, that proposer may withdraw his/her proposal. Thereafter, that proposer will be disqualified from further proposal on the work.

SECTION 12: INSURANCE AND SECURITY REQUIREMENTS:

- 12.1 The selected proposer will be required to procure and maintain at his/her own expense the following insurance coverage, which must be issued by an insurer which is licensed to do business in the State of New York and which has an A.M. Best rating of not less than "A":
- (a) **Workers' Compensation and Employer's Liability Insurance:** A policy or policies of worker's compensation insurance for any employees of the Golf Professional who will be assigned to perform any work for the Golf Professional.

(b) **General Liability Insurance:** A policy or policies of comprehensive general liability insurance with limits of not less than \$1,000,000 per occurrence.

12.2 Each policy of insurance required shall be in form and content satisfactory to the Corporation Counsel, and shall provide that:

(a) The City of Albany is named as an additional insured.

(b) The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Albany Corporation Counsel's Office. In addition, said policies shall be automatically renewed upon expiration and continued in force unless the City of Albany Corporation Counsel's Office is given thirty (30) days written notice to the contrary.

12.3 No contract will be signed and no services shall be commenced pursuant to this Request for Proposals until the selected proposer has delivered to the Corporation Counsel or his/her designee proof of issuance of all policies of insurance required by the Contract to be procured by the selected proposer. If at any time any of said policies shall be or become unsatisfactory to the City, the selected proposer shall promptly obtain a new policy and submit proof of same to the City for approval. Upon failure of the selected proposer to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the City, be forthwith declared suspended, discontinued, or terminated. Failure of the selected proposer to procure and maintain any required insurance, shall not relieve the selected proposer from any liability under the contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected proposer concerning indemnification.

SECTION 13: NON-COLLUSIVE PROPOSAL CERTIFICATE AND ACKNOWLEDGMENT:

13.1 Each Proposer shall complete and submit with his or her proposal the "Non-Collusive Proposal Certificate" and the "Acknowledgment" found on the two (2) pages which follow this page.

NON-COLLUSIVE PROPOSAL CERTIFICATE
PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-D

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in the proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Signature)

(Print Name and Title)

(Name of Partnership or Corporation)

(Date)

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 2009, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he/she/they severally acknowledged to me that he/she/they severally executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 2009, before me personally appeared _____ to me known, who, being by me sworn, did say that he/she resides at (give address) _____; that he/she is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 2009, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of _____ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of _____
Qualified in _____
Commission Expires _____