

CITY OF STOCKTON



**REQUEST FOR PROPOSALS (RFP)
SWENSON MUNICIPAL GOLF COURSE OPERATION, MAINTENANCE AND IMPROVEMENT
FOR THE CITY OF STOCKTON, CALIFORNIA
(PUR 18-012)
A MANDATORY PRE-PROPOSAL CONFERENCE WILL BE HELD ON JUNE 21, 2018
AT 10:00 A.M. PROMPTLY
AT 6803 ALEXANDRIA PLACE, STOCKTON, CA.**

**PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 O'CLOCK P.M., THURSDAY, AUGUST 16, 2018
IN THE OFFICE OF THE CITY CLERK,
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,
STOCKTON, CALIFORNIA 95202-1997**

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 (PUR 18-012)**

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NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that Request for Proposals (RFP) are invited by the City of Stockton, California for specifications for **SWENSON MUNICIPAL GOLF COURSE OPERATION, MAINTENANCE, AND IMPROVEMENT (PUR 18-012)** in strict accordance with the specifications.

The City of Stockton (hereafter "City") is seeking Proposals by well-qualified individual, firm, or joint venture of individual firms (hereafter "Proponent") to operate, maintain, and improve Swenson Golf Course, a municipal golf course located at 6803 Alexandria Place in Stockton, California. The Golf Course is adjacent to a municipal park, residential neighborhoods, and schools. The proposed lease length should be no less than 15 years, and no more than 30 years. The golf course is comprised of an 18-hole championship course and a Par-3 executive 9-hole course golf course. All Proposals should clearly identify how the Proponent will maintain the "good neighbor" relationship the golf course has with Lincoln Unified School District and the surrounding residential neighborhoods. Proponents are encouraged to demonstrate proposed operational plans that show how non-golf activities, events, and improved venues will benefit the surrounding community

A mandatory pre-proposal conference will be held on June 21, 2018 at 10:00AM at Swenson Golf Course located at 6803 Alexandria Place, Stockton, CA 95207. Late attendees will not be permitted entry to the pre-proposal conference. Additionally, Proponents who fail to attend the mandatory pre-proposal conference will not be eligible for further award consideration.

Proponents should carefully consider direction in Section 3.1 Evaluation Procedure and Criteria and Section 1.11 Disqualification.

Proposal forms and specifications are available on the City's website at www.stocktonca.gov/adminbid and must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, up to but not later than, Thursday, August 16, 2018, at 2:00 p.m.

The City reserves the right to reject any and/or all proposals received.

Information on Technical Data

Stephen Jiang, Deputy Director-Recreation
Phone:(209) 937-8285
e-mail: Stephen.Jiang@stocktonca.gov

Information on Process/Clarification

Trevor Wilson, Procurement Specialist
Phone:(209) 937- 8352
e-mail: Trevor.Wilson@stocktonca.gov

DISCLAIMER: The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

Dated: May 22, 2018

BRET HUNTER
CITY CLERK OF THE CITY OF STOCKTON

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PROPONENT'S CHECKLIST

Did You:

- * Complete the following proposal documents (FROM THIS PACKET ONLY SUBMIT PAGES 40-42 AND PLACE IN THE FRONT OF YOUR PROPOSAL):
 - * Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.
 - * Complete and sign a "Proponent's Fee Schedule" form, (under separate cover).
 - * Sign the "Proponent's Agreement" form. **Include (with proposal) name and e-mail address for City contact, if different from signatree.**
 - * Include your proposal, as outlined in these specifications.
 - * Submit one (1) ORIGINAL (unbound, no staples) and ten (10) COPIES of all proposal documents. Additionally, submit one (1) flash-drive with an electronic version of the proposal and fee schedule.

- * Review all clarifications/questions/answers on the City's website at www.stocktonca.gov/adminbid.

- * Deliver sealed proposal to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, before **August 16, 2018, at 2:00 p.m.** Sealed proposal shall be marked "Proposal" and indicate project name, number, and proposal opening date (in the same format below). Please note that some overnight delivery services do not deliver directly to the City Clerk's Office. This could result in the proposal arriving in the City Clerk's Office after the proposal opening deadline and therefore not being accepted.
 - A) **"RFP- SWENSON MUNICIPAL GOLF COURSE OPERATION, MAINTENANCE, AND IMPROVEMENTS"**
 - B) **PUR 18-012**
 - C) **August 16, 2018**

CONTACT INFORMATION:

Information on Technical Data	Information on Process/Clarification
Stephen Jiang, Deputy Director- Recreation (209) 937-8285 e-mail: Stephen.Jiang@stocktonca.gov	Trevor Wilson, Procurement Division (209) 937-8352 e-mail: Trevor.Wilson@stocktonca.gov

*If not completed as required, your proposal may be rejected.

DISCLAIMER: The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

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1.0 GENERAL INFORMATION

The City of Stockton solicits Requests for Proposals to operate, maintain and improve Swenson Municipal Golf Course including pro shop, restaurant, driving range, golf instruction and programs, café, and course grounds located at 6803 Alexandria Place in Stockton, California (Exhibit 1). The City is seeking an experienced municipal golf course operator with demonstrated success. The proposed lease length should be no less than 15 years, and no more than 30 years, final lease length is subject to negotiation. Proposals should include Proponent's plans for adding non-golf activities, events and improved venues.

1.1 REQUEST FOR PROPOSAL (RFP) PROCESS

The purpose of this Request for Proposal (RFP) is to request Proponents to present their qualifications and capabilities to provide **SWENSON MUNICIPAL GOLF COURSE OPERATION, MAINTENANCE AND IMPROVEMENTS (PUR 18-012)** for the City of Stockton.

1.2 INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than 2:00 p.m., on Thursday, August 16, 2018, in the office of:

CITY CLERK
CITY OF STOCKTON
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997

One (1) original and ten (10) copies of the proposal shall be submitted. Additionally, submit one (1) flash drive with an electronic version of the proposal. The proposal should be firmly sealed in an envelope which shall be clearly marked on the outside, "**SWENSON MUNICIPAL GOLF COURSE OPERATION, MAINTENANCE, AND IMPROVEMENT**" (PUR 18-012) for the City of Stockton. Any proposal received after the due date and time indicated may not be accepted and may be rejected and returned, unopened, to the Proponent.

1.3 LOCAL BUSINESS PREFERENCE

Stockton Municipal Code Section 3.68.090 reads as follows:

Preference shall be given to the purchase of supplies, materials, equipment, and contractual services from local merchants, quality and price being equal. Local

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merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter [5.08](#), License Taxes, shall be granted two (2) percent bid preference. Local merchants who have a physical business location within the boundaries of the City of Stockton, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter [5.08](#), License Taxes, shall be granted five (5) percent bid preference. This section is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into and expand within the City. (Ord. 2014-03-18-1601 C.S. § 1; prior code § 3-106.1)

1.4 LOCAL EMPLOYMENT—PUBLIC WORKS CONTRACTORS

Proponent must comply with City of Stockton Municipal Code (SMC) Section 3.68.095, Ordinance No. 011-09 adopted September 1, 2009, effective October 1, 2009.

1.5 CONSEQUENCE OF SUBMISSION OF PROPOSAL

- A. The City shall not be obligated to respond to any proposal submitted nor be legally bound in any manner by the submission of a proposal.
- B. Acceptance by the City of a proposal obligates the Proponent to enter into an agreement with the City.
- C. An agreement shall not be binding or valid against the City unless or until it is executed by the City and the Proponent.
- D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data.

1.6 ACCEPTANCE OR REJECTION OF PROPOSAL

The City reserves the right to select the successful proposal and negotiate an agreement as to the scope of services, the schedule for performance and duration of the services with Proponent(s) whose proposal(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality or irregularity in the proposal as is in the City's best interest.

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The City reserves the right to reject any and all proposals, or portions thereof, received in response to the Request for Proposals or to negotiate separately with any source whatsoever, in any manner necessary, to serve the best interests of the City. Additionally, the City may, for any reason, decide not to award an agreement(s) as a result of this Request.

Non-acceptance of any proposal shall not imply that the proposal was deficient. Rather, non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City or that the City decided not to award an agreement as a result of this request.

1.7 RIGHT TO CHANGE OR AMEND REQUEST

The City reserves the right to change the terms and conditions of this Request. The City will notify potential Proponent(s) of any material changes by posting on the City's website. No one is authorized to amend any of the Request requirements in any respect, by an oral statement, or to make any representation or interpretation in conflict with its provisions. If necessary, supplementary information and/or clarifications/questions/answers will be posted on the City's website at www.stocktonca.gov/adminbid. Failure of any Proponent to not have received such information and/or clarifications/questions/answers shall not relieve such Proponent from any obligation under his/her proposal as submitted.

Any exceptions to this Proposal shall be clearly stated in writing.

1.8 CANCELLATION

The City reserves the right to rescind award of the contract at any time before execution of the contract by both parties if rescission is deemed to be in City's best interest. In no event shall City have any liability for the rescission of award. The Proponent assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

1.9 EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Proponent that it has investigated all aspects of the Request, that it is aware of the applicable facts pertaining to the Request process and its procedures and requirements, and that it has read and understands the Request. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the Proponent was not fully informed as to any fact or condition. Statistical information which may be contained in the Request or any

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addendum is for informational purposes only. The City disclaims any responsibility for this information which may subsequently be determined to be incomplete or inaccurate.

1.10 ADDENDA AND INTERPRETATION

The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications/questions/answers of this Request shall be made in writing/e-mail and deliverable to:

CITY OF STOCKTON
ATTN: STEPHEN JIANG
COMMUNITY SERVICES-RECREATION
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997
Stephen.Jiang@stocktonca.gov

CITY OF STOCKTON
ATTN: TREVOR WILSON
PROCUREMENT DIVISION
400 E MAIN, 3RD FLOOR
STOCKTON, CA 95202
Trevor.Wilson@stocktonca.gov

Such request for clarifications/questions/answers shall be delivered to the City by **July 5, 2018**. Any City response to a request for clarifications/questions/answers will be posted on the City's website at www.stocktonca.gov/adminbid by **July 19, 2018**, and will become a part of the Request. The Proponent should await responses to inquiries prior to submitting a proposal.

1.11 DISQUALIFICATION

Any of the following may be considered cause to disqualify a Proponent without further consideration:

- A. Evidence of collusion among Proponents;
- B. Any attempt to improperly influence any member of the evaluation panel;
- C. **Any attempt to communicate in any manner with a City of Stockton elected official during the RFP will, and shall be, just cause for disqualification/rejection of Proponent's proposal submittal and considered non-responsive.**
- D. A Proponent's default in any operation of a lease agreement which resulted in termination of that agreement; and/or
- E. Existence of any lawsuit, unresolved contractual claim, or dispute between Proponent and the City.

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- F. No person, firm, or corporation shall be allowed to make or file or be interested in more than one response for the same supplies, services, or both; provided, however, that subcontract bids to the principal bidders are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code.
- G. The City reserves the right to reject any Response that has the potential for conflict of interest.
- H. Failure to provide additional requested information in a sufficient form necessary to satisfy the City that Proponent has the ability to perform the work.
- I. Lack of responsibility as shown by past work, references, or other factors, or failure to faithfully perform any previous agreement with the City.
- J. Lack of business skills or financial resources necessary to fulfill the obligations of any resulting agreement, as revealed by either financial statements or other data.
- K. The City desires to make this opportunity available to all qualified Proponents regardless of any current affiliations with the City. However, the City has the right to disqualify any individual, firm, or partnership with a potential conflict of interest.

1.12 INFORMAL PROPOSAL REJECTED

A proposal shall be prepared and submitted in accordance with the provisions of these Request instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a proposal may be sufficient grounds for rejection of the proposal. The City has the right to waive any defects in a proposal if the City chooses to do so. The City may not accept a proposal if any document or item necessary for the proper evaluation of the proposal is incomplete, improperly executed, indefinite, ambiguous, or missing.

1.13 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED

- A. The Proponent assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.
- B. If Proponent's supplier(s) and/or subcontractor's involvement requires the use of a licensed, patented, or proprietary process, the Proponent of the process is responsible for assuring that the subcontractor, supplier, and/or

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operator have been properly authorized to use the process, or for providing another process which is comparable to that which is required prior to submission of a proposal.

1.14 LICENSING REQUIREMENTS

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful Proponent.

Proponent will have a minimum of one full time staff member who is a PGA Class A professional (or equivalent) as well as a full-time staff member who is a USGA Class A Grounds Superintendent located at the golf course.

A City of Stockton Business license is required for this project. Please contact the City of Stockton Business License Division at (209) 937-8313.

1.15 INSURANCE REQUIREMENTS

Proponent, at Proponent's sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all of the insurance requirements listed in attached Exhibit 2.

All coverage shall be provided by a carrier authorized to transact business in California and shall be primary. All policies, endorsements, and certificates shall be subject to approval by the Risk Manager of the City of Stockton as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager.

Maintenance of proper insurance coverage is a material element of this contract, and failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

The Proponent shall assert that these insurance requirements will be met as part of their proposal response. *Failure to comply with these insurance requirements may result in a proposal being deemed unresponsive.* Proponent shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. *It is strongly suggested that insurance requirements be reviewed with Proponent's broker to ensure any additional costs are included in the proposal pricing component.*

Any questions about insurance requirements, please contact City of Stockton Risk Services at (209) 937-5037.

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1.16 INDEMNITY AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

1.17 APPLICABLE LAW

Applicable law shall be governed by the laws of the State of California. Venue shall be proper in the Superior Court of the State of California, County of San Joaquin, Stockton Branch, or, for actions brought in Federal Court, the United States District Court for the Eastern District of California, Sacramento Division.

1.18 NOTICE TO OUT-OF-STATE VENDOR

It is the policy of the City of Stockton to pay all applicable California sales/use tax directly to the State Board of Equalization (BOE) pursuant to California Revenue and Taxation Code 7051.3. The City of Stockton will self-accrue all sales/use tax on purchases made from out-of-state vendors.

Sales and use tax on purchases made by the City of Stockton from all companies located outside California and whose products are shipped from out of state will be remitted to the BOE directly by the City under permit number **SR KHE 28-051174 DP**. **Please do not include sales/use tax on the invoice that you submit to the City of Stockton.**

Questions regarding the City of Stockton's payment of sales/use tax can be directed to the City of Stockton's Procurement Division at (209) 937-8357.

1.19 TERM

The City plans to negotiate a long-term lease agreement of at least fifteen (15) years and no more than thirty (30) years with the selected Proponent.

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1.20 COMPETITIVE PRICING

Proponent warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any similarly situated commercial or other government customer of Proponent. If Proponent enters into any arrangements with another customer of Proponent to provide product under more favorable charges, economic or product terms or warranties, Proponent shall immediately notify City of such change and this contract shall be deemed amended to incorporate the most favorable charges, economic or product terms or warranties.

1.21 FUNDING

Any contract which results from this Request for Proposals will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year. If funds are appropriated for a portion of the fiscal year, this contract will terminate without penalty, at the end of the term for which funds are appropriated.

1.22 UNCONDITIONAL TERMINATION FOR CONVENIENCE

The City may terminate the resultant agreement for convenience by providing one hundred eighty (180) calendar days' advance notice unless otherwise stated in writing.

1.23 AUDITING OF CHARGES AND SERVICES

The City reserves the right to periodically audit all charges and services made by the successful Proponent to the City for services provided under the contract. Upon request, the Proponent agrees to furnish the City with necessary information and assistance.

1.24 CHANGES

The City's Representative has the authority to review and recommend or reject change orders and cost proposals submitted by the Proponent or as recommended by the Proponent's project manager, pursuant to the adopted City of Stockton Standard Specifications.

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1.25 AWARD

Upon conclusion of the Request For Proposal process, a lease agreement may be awarded for SWENSON MUNICIPAL GOLF COURSE OPERATION, MAINTENANCE, AND IMPROVEMENT for the City of Stockton.

The City reserves the right to select the successful Proponent and to negotiate terms of a lease agreement with the Proponent(s) whose Proposal(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all Proposals, or alternate Proposals, or waive any informality in the proposal as is in the City's best interest.

1.26 PRODUCT OWNERSHIP

Any documents, products or systems resulting from the agreement will be the property of the City of Stockton.

1.27 CONFIDENTIALITY

If Proponent believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the Proponent must so specify by, at a minimum, stamping in bold red letters the term "**CONFIDENTIAL**" on that part of the proposal which the Proponent believes to be protected from disclosure. The Proponent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Proponent believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. **The Proponent is hereby put on notice that the City may consider all or parts of the offer public information under applicable law even though marked confidential.**

1.28 OTHER GOVERNMENTAL AGENCIES

If mutually agreeable to all parties, the use of any resultant agreement/purchase order may be extended to other political subdivisions, municipalities, or tax-supported agencies.

Such participating governmental bodies shall make purchases in their own name, make payment directly to successful Proponent and be liable directly to the successful Proponent, holding the City of Stockton harmless.

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1.29 MANDATORY PRE-PROPOSAL CONFERENCE

There will be a mandatory pre-proposal conference at Swenson Golf Course located at 6803 Alexandria Place in Stockton. It will be held on **June 21, 2018** and begin promptly at **10:00AM**. Anyone arriving at **10:01AM** or later will not be admitted. Proponents who fail to attend and sign the official sign-in sheet will not be eligible for award consideration as it relates to this project.

The pre-proposal conference will include the following:

- Tour of Swenson Golf Course, pro shop, café, maintenance yard, and all other areas of the complex as necessary.
- Discuss the goals of the RFP
- Opportunity to ask questions (questions are due by **July 5, 2018**).

Prospective Proponents should allow 2-3 hours for the pre-proposal conference. Proponents can RSVP to Stephen Jiang (Stephen.Jiang@stocktonca.gov) by **5:00PM** on **June 20, 2018** to confirm attendance of the Proponent's designated attendees at the meeting. Proponents are permitted to include any staff needed to evaluate site conditions. City may respond verbally to questions, requests for information, and requests for clarification pertaining to the RFP at the mandatory pre-proposal conference. City responses will be made in the presence of all attendees and/or answered on the bidflash site.

1.30 PREVAILING WAGES & CONTRACTOR/SUBCONTRACTOR REGISTRATION REQUIREMENTS

Prevailing wage rates are required for this project according to State and Federal Labor laws. Prevailing wage rates can be found on the State of California Department of Industrial Relations website:
www.dir.ca.gov/dlsr/DPreWageDetermination.htm

Pursuant to Labor Code Section 1771.1(a): A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

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No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Department of Industrial Relations - Contractor Registration information is available at the following website:

<http://www.dir.ca.gov/Public-Works/PublicWorks.html>

In compliance with Senate Bill 854 and the California Labor Code, all Bidders shall include with their Bid proof of registration from the Department of Industrial Relations (DIR) that includes the contractor's Legal Name, Registration Number, License Type/Number, Registration Date and Expiration Date, for every contractor and subcontractor, regardless of tier.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit, as well as the City of Stockton.

1.31 PROPONENT'S SAFETY RESPONSIBILITY

The scope of work for this project has been reviewed for special risks or hidden dangers that may be present to employees of the Proponent or any subcontractor. The Proponent is required to identify, notify employees, and implement special precautions to prevent injuries to employees. Additionally, the Proponent is required to identify its skill, experience, and equipment in dealing with the types of risk to employees.

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1.32 IMPORTANT DATES

RFP EVENT	ANTICIPATED DATE
Request for Proposal Issued	May 22, 2018
Pre-Proposal Conference	June 21, 2018
Questions Due	July 5, 2018
Answers Published	July 19, 2018
Request for Proposal Closes	August 16, 2018
Evaluations Completed	August 30, 2018
Finalist Presentations	September 10-21, 2018
Negotiations	Shall conclude October 17, 2018
City Council Approval	December 4, 2018
Contract Attested	December 31, 2018
Services started	February 1, 2019

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2.0 BACKGROUND AND SCOPE OF RFP

The City is seeking a qualified individual, joint venture partnership, or firm interested in operating, maintaining, and improving the Swenson Golf Course by entering a long-term lease agreement. The term of the lease should be no less than 15 years, and no more than 30 years.

In the response, Proponent will demonstrate the ability and experience to offer the highest quality of service and state of the art golf course operations with an emphasis on customer service standards, innovative creative marketing, and social media strategies. Proponent must be prepared to provide additional information to satisfy the City's requirement that the firm has the necessary experience, expertise, qualifications, dedicated staff, and adequate equipment to perform the requirements of this Request for Proposal.

Swenson Golf Course has a Par-3 executive course and an 18-hole championship course designed by Jack Fleming on 210 acres located at 6803 Alexandra Place. The course is adjacent to Alexandria Place, Five Mile Slough, Swenson Municipal Park, Plymouth Road, and Benjamin Holt Drive, and near Interstate 5. The golf course was constructed in 1952. The course is a par 72 golf course with a rating of 71.5 and slope of 120 from the blue tees. The course includes several ponds and mature trees. The golf course and all components (hereafter "Complex") include:

- One 4,752 square foot clubhouse building with food and beverage service,
- One 2,250 square foot golf pro building,
- One driving range with 20 tees and a putting green,
- An indoor storage area for 60 carts,
- One 2,250 square foot maintenance building,
- One on-course restroom building, and
- A landscaped 120 space parking lot in fair condition.

The course has averaged approximately 41,876 rounds annually over the last six years. A Financial Summary of Swenson Golf Course operations is provided in Exhibit 3. The current fee structure is included as Exhibit 4.

The golf course is and has been currently operated by a private firm since 2011. The current agreement is through June 30, 2021 and can be terminated at City's sole discretion with a 180-day notice. The current operator has been notified the City does not intend to maintain a subsidy toward the operation of the course, a condition required under the current agreement.

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The City desires to make this opportunity available to all qualified Proponents regardless of any current affiliations with the City. However, the City has the right to disqualify any individual, firm, or partnership with a potential conflict of interest. The successful Proponent shall be an independent contractor and shall furnish all services required by the City. It is the desired goal of the City to have an executed agreement with the successful Proponent by December 31, 2018.

2.1 SCOPE OF SERVICES

The City is seeking a golf course operator to manage, operate, repair, maintain, and make improvements to the facility complex, pro shop, café, driving range, golf instruction programs, and golf course grounds. The key goals of this RFP are to provide high-quality facilities, value, affordable community access, enhanced assets, and maximized financial performance. Proponent should set the fee schedule and clearly demonstrate the proposed financial benefit to the City. Final terms are subject to negotiation.

The Proponent must demonstrate qualified experience, and the Proposal should include a thorough response to the scope of services, professional services, staff, maintenance, proposed improvements, and programs to be offered at the golf course. The City expects the Proponents to offer a plan to provide accessible, affordable, and user-friendly golf facilities for players of all ages and abilities with excellent playing conditions.

The selected Proponent will operate the facility and manage all revenue, expenses, capital improvements, programs, staff, instruction, and if necessary provide equipment, and golf carts. The Proponent will service, repair, and maintain buildings, grounds, equipment, play and non-play areas, landscape features, trees, and irrigation systems.

The more complete the Proposal, the more competitive the Proposal will be considered. At the minimum, the Proponent will provide services that enhance this valuable community asset including, but not limited to:

- Golf course operations with excellent course playability.
- Management and business services required to operate the facility and meet all community and facility needs in a manner that is expense neutral to the City.
- Provide plans to improve and upgrade the golf course complex, facilities, and infrastructure without financial support from the City.
- Implement maintenance plans and schedules for buildings, structures, water lines, irrigation, and electrical service.

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- Provide equipment for the full maintenance of the facility and course. The use of City owned equipment is available pending negotiation.
- Fully maintain, upgrade, and repair all City assets including grounds, structures, irrigation pump station and components, parking, and hardscape.
- Removal of brush and trees to improve safety and playability.
- Sell golf merchandise and provide pro shop services.
- Provide a sufficient number of operable, well-maintained and safe golf carts.
- Provide food, refreshment including beer, wine and liquor, event catering services in café, on the courses including beverage carts, and throughout the facility.
- Implement marketing services that increase and improve use of the facility.
- Provide a plan to facilitate additional non-golf entertainment, amenities, hospitality and service opportunities under the appropriate City permitting processes, such as farmer's markets, movie nights, and music concerts.
- Plans to increase revenue sources such as fundraising, applying for grants, and enhancing sponsorship opportunities to improve the facility and to provide affordable access by all community members.
- Plans to provide additional services such as Wi-Fi.
- Use of environmentally friendly "green" practices and solutions.

2.2 EQUIPMENT PROVIDED

The use of the City's grounds and landscaping equipment, golf carts, and maintenance equipment inventory is available upon request. Please see Exhibit 5 for a list of available equipment and current condition. The City acknowledges that much of the equipment is nearing end of life and the City will entertain negotiations with the successful Proponent dependent upon equipment needs.

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3.0 PROPOSAL GUIDELINES, CONTENT AND FORMAT

The City of Stockton uses a qualifications-based selection process in obtaining these services. In order for the City to properly evaluate the Proponents' qualification to perform this work, the proposals shall include, as a minimum, the following information:

- A. Evidence of the Proponent's ability to be responsive to this project regarding timeliness and expertise, including the availability of staff proposed to be assigned.
- B. The Proponents are encouraged to expand on the Scope of Services to demonstrate their expertise. Evaluation of the proposals will be based on qualifications, the expertise of staff assigned to Swenson Golf Course, detailed business plan, references, and thoroughness of the Proponent's response to the Scope of Services.
- C. Proponents are encouraged to demonstrate how the City can benefit financially without providing funding for operations, capital improvements and/or repairs. Proponents should clearly demonstrate the ability to meet all requirements of RFP while achieving financial benefit for the City. Proponent should provide commitment to return the facility to City at the end of the lease at similar or better condition than received.
- D. Such additional information that the Proponent may feel would be pertinent to assist the City of Stockton in making its final decision.
- E. Please submit one (1) original and ten (10) copies of your proposal/qualifications. Additionally, submit one (1) flash drive with an electronic version of the proposal. The original should be unbound to allow us to reproduce your proposal, as needed.

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PROPOSALS SHOULD CONTAIN THE FOLLOWING:

3.0.1 Cover Letter

Submit a letter on your company letterhead addressing the proposal and format. The letter should be signed by an officer of the firm authorized to bind the firm to all comments made in the proposal, and shall include the name, address, phone number and e-mail address of the person(s) to contact who will be authorized to represent your firm.

3.0.2 Minimum Experience Qualifications Summary

The Proponent will provide a statement of professional experience and ability. Proponent will individually list/identify the key people who will be responsible for the operation of the golf course. This section should include an organization chart, the number of (full time and part time) positions, list of current assigned staff, qualifications (including the number of years of experience), and identify their intended roles and responsibilities. Include resumes of management, and key staff. Provide copies of certifications and professional licenses if relevant. Provide a detailed timeline for hiring employees.

Describe Proponent's prior and current golf course management experience and list any public or private golf courses currently managed by Proponent. Provide the name and address, size of operations, and number of years with the client. If the Proponent has had a contract terminated during the past five years, list and describe all incidents and include the other party's name and phone number.

3.0.3 Management/Method of Operation and Five-Year Business Plan

Provide a detailed description outlining your firm's overall operating management philosophy which ensures Swenson Golf Course is maintained and operated to the highest possible standard. Highlight innovative ideas for programs, services, events or facilities that your firm may have and describe in detail your procedures and management techniques. Include operational protocols, goals, and strategies which support best practices for golf course operations. Include potential "non-golf" recreational, and special event uses. Provide performance measures from other courses you managed during the past five years that are used to evaluate course success, cost-effectiveness, and excellent service.

As a component of the method of operation, Proponent must provide evidence that it can operate or has operated golf courses similar to Swenson on a budget similar to Stockton's budget format, with similar unit costs. Under a long-term

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lease, the Proponent should demonstrate the ability to meet all operating, maintenance, marketing, and capital costs. The City will have the right to approve the annual budget and proposed capital improvement projects for capital equipment and improvements.

Provide the major strategies, goals, and actions in a five-year business plan to meet the operational needs of the facility and community. Show how Proponent will achieve revenue growth for Swenson Golf Course through additional service opportunities. Provide Proponent customer service program, standard hours of golf operations, provide fee schedules, pace of play, surveys, etc. Include a plan to implement tournaments, outings, and other opportunities. Describe company golf instruction programs and player development programs for all ages and levels of play. For Pro Shop, provide hours of operation and include merchandise and service plan.

3.0.4 Five-Year Proforma

Provide a cash flow summary and a five-year proforma which includes planned and realistic expenditures and revenues with total costs associated with the operation of the course. Proforma must include all separate components of operations. This Proforma should clearly identify the lease payment (minimum of \$1) offered in the Proposal. Proponent should include the lease payment to the City within the fee schedule under separate cover.

3.0.5 Three Year Marketing Plan and Budget

Describe your marketing plan and experience marketing golf courses. Give examples of successful marketing plans and innovative social media and marketing campaigns you have developed and implemented. Describe ability to establish community partnerships, educational programs, and solutions to provide additional non-golf entertainment and hospitality opportunities. Include ways to increase revenue sources, fundraise, apply for grants, and enhance the sponsorship opportunities to improve the facility and affordable access by all community members.

3.0.6 Food and Beverage Plan

Provide a food and beverage service plan which describes the hours of operation, nature of food, beverage, banquet services to be provided at the facility. Include a sample menu and price list. Include policies and procedures for the sale of alcohol. Include options for special events, concerts, and community events. If food services staff have experience collaborating with community groups, provide a sample narrative of successful collaborations.

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3.0.7 Pro Shop and Merchandise Plan

The operator must display, sell, rent and otherwise supply and sell quality golf goods to the public.

3.0.8 Maintenance and Janitorial Plan

Please provide maintenance plan and standards that will be adhered to in the operation of the golf course and facility maintenance. This narrative and attachments should show how the Proponent will maintain all elements of the golf course and enhance this valuable community asset. The Proposal shall include a detailed description of all maintenance services and program and include a description of seasonal maintenance activities. The Proposal shall describe how turf and planted areas, including golf course and practice areas will receive the routine and preventative maintenance necessary to maintain the areas in a healthy and safe manner. The Proposal will identify the frequency of maintenance activities and services provided to keep the Complex in good working order.

The Proposal should explain how Proponent will procure all materials, labor, tools, licenses, supplies, and services required to maintain the Complex with the highest standards and established frequencies. Proposal should specifically address maintenance of golf course tees, greens and collars, fairways; irrigated and non-irrigated rough; bunkers; water features/ponds; cart paths; bridges and crossings; practice areas; markers and tee signs; putting/chipping surfaces; fencing and turf; pro shop; café, driving range turf; hitting areas; buildings; signage; storage areas; maintenance yard, cart storage; parking areas, and restrooms.

The Proponent should explain how it will be providing maintenance equipment and responsible for other maintenance activities including green mowing, fairway mowing, rough mowing, season aeration, top dressing of greens, tees, and fairways, tree trimming and chipping, weed abatement, bunker cleaning, watering, irrigation operation and repair, fertilization of turf, maintaining and repairing the green and turf areas, maintenance of landscaping/horticulture adjacent to and around the buildings/entryways/parking lot, course cleaning and repairs after storms, maintenance of complex, equipment maintenance and repair, and all seasonal adjustments to activities. An integrated pest management and chemical management program should be provided. Consideration for water conservation and “green” operation and maintenance techniques should be identified. Proponent shall be responsible for keeping the buildings, interiors, exteriors, parking areas and facility grounds safe, clean and orderly.

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3.0.9 Proposed Capital Projects and Improvements

All interested parties should understand that capital improvements may be required over the life of the agreement to keep the course and complex in good condition. Proponents should demonstrate how such improvements will be achieved and maintain a financial benefit to the City. Proposal should include a ten-year projection of capital projects and improvements proposed to enhance the facility. See Exhibit 5 for Known Capital Needs.

3.0.10 Transition Plan

The Proposal shall include a plan for working with the current operator on the transition, if a transition to a new operator is to occur and the extent to which incumbent staff will be considered for possible retention.

3.0.11 Golf Cart Need

In 2016, City Council approved a 36 month lease that includes a buy out clause, in order to obtain 60 EZ-Go Golf Carts. The lease is due to expire in July 2019. The operator shall maintain the existing golf carts along with pull carts for the public to rent and use. Golf carts should be clean, well maintained, and kept in an orderly manner. Successful Proponent should identify their current need and future golf carts plans. Current size of the cart barn can only accommodate 60 carts. Any additional carts proposed must also consider indoor storage of these carts.

3.0.12 Equipment Need

Provide a list and brief description of all equipment required to maintain and repair facilities, landscaping, greens, irrigation, and operation of facility. This list, and the list of equipment currently available at the Complex will be part of the negotiation process with Finalist.

3.0.13 References

Provide a list of references regarding firm performance at current and prior golf courses managed. Both current and previous management experience will be checked and evaluated. Provide a list of references for golf course management with the current person who may be contacted regarding the Proponent's performance, include both an e-mail address and phone number for all references.

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3.0.14 Financial Statements, Reporting, and Accountability

The Proponent must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the services required herein.

Proponent shall submit two years of financial records. Include a full and detailed presentation of the true condition of the Proponent's assets, liabilities, and net worth. The report should include a balance sheet and income statement. If the Proponent is a new partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. If the firm is a publicly held corporation, the most current annual report should be submitted.

Proponent shall demonstrate how they propose to ensure how they will account for all revenue, expenditures, and provide sample annual and quarterly reports to the City. For example, quarterly reports will be provided to the City no later than a specified number of days after the end of the quarter.

3.0.15 Corporate Structure, Organization, Proceedings

Provide a legal status of organization, name, and address of principals and describe the organization in a manner that the evaluation committee can formulate an opinion on the stability and strength of the company. Describe how your firm is organized, noting major divisions and any parent/holding companies, as well as brief history of the firm and all personnel potentially to be involved in the project including all sub-consultants. Designate the Principal in Charge and other key personnel. Include résumés of partners and Principal in Charge. Key Management and other staff resumes should be included in Section 3.0.2.

Any Proponent who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proponent under federal bankruptcy law or any state insolvency, may be declared non-responsive. Proponent must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals which might materially affect the stability of the organization.

3.0.16 Partnership/Joint Venture

If the proposal is submitted by a partnership or joint venture, the Statement of Personal History attached to the Proposal must be completed by each general partner or joint venture thereof. Consortiums, joint ventures, partnerships or teams submitting proposals must establish contractual responsibility that rests solely with one company or legal entity. If the proposal is submitted by a

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corporation, the Statement must be completed by each principal officer of said corporation.

3.0.17 Proposal Fee/Lease Payment to City (Under Separate Cover)

The Proposal must include a fee structure and lease payment to the City for the use of the golf course. The City recognizes that the courses will require significant investment and that any lease payment will be reflective of a Proponent's overall operating and improvement (Capital) plan. The lease payment can be a percentage of gross revenue or a fixed annual payment to the City for each year of operation. City reserves the right to negotiate a minimum reserve for the long-term lease. Finalist's fee structure may be subject to negotiation.

3.0.18 Proposal Format

The Proposal must be submitted, typewritten/word processed on 8½" X 11" white paper and must be bound securely. The Proposal must begin with a title page bearing the name and address of the Proponent. This should include a table of contents, identify information claimed to be confidential.

3.0.19 Additional Data Section

Material and data not specifically requested for consideration, but which the Proponent wishes to submit must not appear with the Proposal but may appear only in an "Additional Data" section. This has specific reference to the following types of data:

- Generalized narrative of supplementary information; and
- Supplementary graphic material.

3.0.20 Authorized and Original Signatures

All proposals must be signed with the full name of the Proponent, if an individual; by an authorized general partner, if a partnership; or by an authorized officer, if a corporation. The original proposal must have wet ink signatures.

3.0.21 Power of Attorney

When proposals are signed by an agent other than an officer of a corporation or a member of a general partnership, a power of attorney authorizing the signature must be submitted with the proposal.

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3.1 EVALUATION PROCEDURE AND CRITERIA

The City is interested in selecting a qualified firm with the ability to operate Swenson Golf Course through a long-term lease.

The Evaluation Panel will consist of City of Stockton staff, City of Stockton residents, and other persons designated by the City. Following a review of the proposals, the Panel may invite one or more Proponents to make an oral presentation. During these presentations, the Proponent will be allowed to present such information as may be appropriate so that the Panel can effectively and objectively analyze all materials and documentation submitted as part of the proposals.

Each firm must be represented by an individual who will be the prime contact person to the City and any other individuals whom the firm may select. The highest-rated proposal(s) will then be further scrutinized through financial analysis and reference checks.

Strong Proposals will demonstrate the following:

1. Proponent's ability to provide all services as outlined in the Scope of Services;
2. Proponent's demonstrated record of performance;
3. Proponent's proforma/forecast which demonstrates that company has sufficient financial understanding and resources to operate facilities for a long-term lease.
4. Thoroughness of Proponent's Fee Schedule and value of overall financial benefit to the City.
5. Thoroughness of Business Plan, Marketing Plan, Food Services Plan, Pro Shop and Merchandising Plan and how clearly those plans identify how the company will provide expanded and enhanced services and amenities to maximize their financial performance.
6. Ability to provide expanded and enhanced services, programs, events, activities, and amenities.
7. How well the customer service philosophy and standards welcome all residents to the facility.

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8. Maintenance services, plans to improve and upgrade the golf course, facilities, and infrastructure while achieving financial benefit for the City.
9. Capital Improvement Plans that show the Proponent's ability to upgrade the conditions and infrastructure of the facility for ten years;
10. Financial Reporting and Accountability;
11. Proponent's Agreement;
12. Non-Collusion Affidavit;
13. References;
14. Any other criteria as best suits the City of Stockton.

3.2 PROPOSAL DEVELOPMENT COSTS

The cost of preparing and submitting a proposal is the sole responsibility of the Proponent and shall not be chargeable in any manner to the City of Stockton.

3.3 PROPONENT CONTACT

The Proponent shall provide the name, address, e-mail address and telephone number of an individual in the organization to whom notices and inquiries by the City should be directed as part of this proposal.

3.4 CITY'S USE OF PROPOSAL MATERIAL

All material submitted in or with the proposal shall become the property of the City, unless it is clearly marked as proprietary or confidential information. The City reserves the right to use any ideas presented in the proposals, without compensation paid to the Firm. Selection or rejection of the proposal shall not affect this right.

3.5 REJECTION OF PROPOSAL

The City reserves the right to reject any and all proposals submitted and to request additional information from the Proponent. The award will be made to the firm that, in the opinion of the City, is best qualified.

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3.6 SPECIAL CONDITIONS

Special conditions include the following:

- Proponents are expected to raise questions, exceptions, or request additional information. Those questions, request for data, and clarifications will be answered during the Question and Answer period of the RFP.
- The City shall determine at its sole discretion and provide the release of all public information concerning the RFP process, including the selection announcements and contract award. Those desiring to release information associated with this RFP to the public must receive prior written approval from the City Manager or his designee.
- All Proponents are encouraged to independently verify the accuracy of any information provided. The use of any information in the preparation of a response to the RFP is at the sole risk of Proponent.

It is the City's intent to release this RFP to encourage transparent operations and enough information to encourage competition. Proponents are requested to identify proposal alternative approaches or methodologies, that, if adopted, would greatly reduce project costs and allow the courses to operate in a cost-neutral position for the City. Proponents should identify any aspect of specifications that contribute unnecessarily to increased costs at the golf course.

SECTION 4: EXHIBITS

Exhibit 1	Map
Exhibit 2	Insurance Requirements
Exhibit 3	Financial Summary and Rounds Played
Exhibit 4	Current Fee Schedule
Exhibit 5	Known Capital Needs
Exhibit 6	Proposal Documents
	Proponent's Agreement
	Non-Collusion Document

EXHIBIT 1 MAP

SWENSON MUNICIPAL GOLF COURSE

6803 Alexandria Place



EXHIBIT 2

Insurance Requirements for Golf Course Operations & Maintenance

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, their agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$3,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the **general aggregate limit shall be twice** the required occurrence limit.
2. **Automobile Liability (AL):** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.
5. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate. (If Claims-made, see below.)
6. **Liquor Liability** If Proponent will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If Proponent is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If Proponent intends to sell alcohol either the Proponent or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

If the contractor maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers* are to be covered as additional insureds on the CGL and AL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least as broad as** ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers." Policy shall cover City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be endorsed as primary insurance as respects the *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers*. Any insurance or self-insurance maintained by the *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers* shall be excess of the Contractor's insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Contractor hereby grants to the City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Contractor to purchase coverage with a lower deductible or retention or provide Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the

Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted to do business in the State of California; If not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+:X. Claims Made Policies.

If any of the required policies provide claims-made coverage:

- The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

- If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, for any reason or no reason.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

Special Risks or Circumstances

The City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Certificate holder address

Proper address for mailing certificates, endorsements and notices shall be:

- City of Stockton
- 400 E Main Street, 3rd Floor – HR
- Attn: City Risk Services
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037

City of Stockton Risk Services Fax: 209-937-8558

Maintenance of Insurance

If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

Subcontractors

If the Contractor should subcontract all or any portion of the work to be performed in this contract, the Contractor shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.

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EXHIBIT 3: FINANCIAL SUMMARY and ROUNDS PLAYED

Page 1 of 2

REVENUES

FY 2014/2015	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Rounds Played
Green Fees	60,303	64,657	52,339	46,517	43,224	25,651	41,123	43,974	57,750	54,756	68,125	56,641	
Cart Fee	25,856	26,670	18,424	16,782	13,043	5,953	11,498	12,866	17,627	17,986	23,698	20,894	
Pull Cart Rental	390	408	312	408	351	147	327	203	354	414	453	396	
Club Rental	173	64	40	72	48	72	58	35	122	163	175	83	
Merchandise	4,381	5,177	3,322	2,581	2,694	1,647	2,669	2,119	3,104	4,249	6,804	3,993	
Other Pro Shop Revenue	505	515	300	305	10	305	315	300	300	440	160	321	
Range	4,727	4,650	4,194	3,382	2,800	1,755	2,695	3,068	4,472	4,690	5,094	4,120	
Food	3,679	6,456	5,751	4,967	2,941	2,345	2,571	3,570	5,328	4,434	7,380	4,865	
Beverage	2,927	2,707	2,236	2,482	1,629	907	1,573	1,690	2,528	2,205	2,450	2,964	
Beer & Wine	3,401	3,374	2,312	2,403	1,868	1,079	1,902	2,124	3,384	3,200	5,268	4,816	
Total Monthly Income	106,340	114,677	89,231	79,898	68,608	39,860	64,732	69,947	94,969	92,537	119,607	99,093	50,699

FY 2015/2016	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Rounds Played
Green Fees	62,489	65,805	59,001	58,676	42,759	30,381	24,603	48,375	48,239	49,335	60,051	59,533	
Cart Fee	23,031	23,646	21,960	19,480	15,651	11,542	6,781	19,134	16,950	20,717	27,221	27,710	
Pull Cart Rental	581	474	326	419	306	210	255	343	345	363	426	318	
Club Rental	174	104	49	49	43	79	24	45	51	77	143	136	
Merchandise	4,769	4,123	4,764	2,828	2,868	2,615	1,056	3,310	3,424	4,776	5,493	4,950	
Other Pro Shop Revenue	300	440	500	300	300	300	300	315	300	340	308	300	
Range	5,438	5,856	4,583	4,225	2,694	2,256	1,966	4,506	4,715	5,642	6,114	5,654	
Food	4,709	5,015	4,683	5,306	3,571	2,836	1,826	4,996	4,107	5,638	6,149	6,364	
Beverage	3,027	3,330	2,802	2,510	1,664	1,249	797	1,677	1,635	2,135	2,696	3,213	
Beer & Wine	4,226	4,054	3,500	3,584	2,557	1,565	1,011	2,437	2,250	2,999	3,934	3,949	
Total Monthly Income	108,742	112,846	102,167	97,376	72,412	53,032	38,618	85,138	82,016	92,020	112,533	112,126	50,683

EXHIBIT 3: FINANCIAL SUMMARY and ROUNDS PLAYED

Page 2 of 2

FY 2016/2017	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Rounds Played
Green Fees	58,363	55,314	70,232	40,107	34,143	25,885	21,025	14,312	46,425	56,376	51,914	51,731	
Cart Fee	32,671	29,907	27,841	18,582	14,280	11,285	4,820	398	18,398	31,868	29,182	33,078	
Pull Cart Rental	365	417	329	279	234	248	246	399	420	399	476	399	
Club Rental	115	165	122	80	45	72	64	32	128	168	134	64	
Merchandise	5,642	5,722	4,934	3,958	3,335	3,267	2,551	2,379	6,106	13,477	7,560	9,291	
Other Pro Shop Revenue	300	300	0	0	0	10	(20)	0	0	0	0	30	
Range	5,520	5,326	4,535	3,412	3,138	2,048	1,232	1,004	4,712	6,472	5,580	5,692	
Food	5,550	5,852	6,533	6,028	3,590	2,916	1,858	1,497	6,448	12,258	6,521	8,087	
Beverage	3,279	3,107	3,199	1,937	1,733	1,115	736	568	2,163	3,090	2,878	3,479	
Beer & Wine	3,743	4,218	3,638	2,197	1,916	1,716	837	710	3,527	5,079	4,524	4,247	
Total Monthly Income	115,547	110,327	121,361	76,580	62,414	48,562	33,349	21,298	88,326	129,187	108,770	116,096	41,876

EXHIBIT 4: CURRENT FEE SCHEDULE

Page 1 of 2

Swenson Municipal Golf Course 6803 Alexandria Stockton, California 95207

Weekends and Holidays

Championship Course/18 Holes (open to 10:00 AM)	\$45 Ride/\$30 Walk
Early Afternoon 18 Holes (10:00 AM to 1:00 PM)	\$35 Ride/20 Walk
Afternoon 18 Holes (1:00 PM to close)	\$20 Ride/10 Walk
No senior rates on weekends	

Par 3 Executive Course (9 Holes only)	\$10 anytime
– Replay	\$5

Footgolf or Disc Golf (all day Monday-Sunday)	\$5
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Weekdays

Championship Course/18 Holes (open to 10:00 AM)	\$40 Ride/\$25 Walk
Early Afternoon 18 Holes (10:00 AM to 1:00 PM)	\$35 Ride/20 Walk
Afternoon 18 Holes (1:00PM to close)	\$20 Ride/10 Walk
Senior rates (62 and over)	\$33/Ride/18 Walk

Par 3 Executive Course (9 Holes only)	\$10 anytime
-- Replay	\$5

Footgolf or Disc Golf (all day Monday-Sunday)	\$5
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Green Fees

Championship Course – Senior/Disabled/Student/Junior (M-F)	\$15
Championship Course – Super Senior (80 & over) (M-F)	\$9

Rentals

Golf Cart 18 holes/per rider	\$15
Golf Cart 9 holes/per rider	\$9
Golf Cart 18 holes/single rider	\$20
Golf Cart 9 holes/single rider	\$8
Pull Cart Rental	\$3
Golf Club Rental (One set of Clubs with Bag)	\$8

EXHIBIT 4: CURRENT FEE SCHEDULE

Page 2 of 2

Range

Range Balls- Small Bucket	\$4
Range Balls- Medium Bucket	\$6
Range Balls- Large Bucket	\$8
Range Balls- Super Range Grinder Discount Care (20 large buckets)	\$120
Range Balls- Super Range Grinder Discount Care (20 small buckets)	\$60

Other

NCGA Youth on Course (registered with NCGA ID Card)	\$5
San Joaquin Junior Golf Foundation- First Tee <i>(1 registered chapter participant- non-scheduled and space permitting)</i>	\$7.50

Pass Programs

FY 2017-18 Monthly Walking Pass	\$130
FY 2017-18 Annual Walking Pass	\$1,250
FY 2017-18 Annual Riding Pass <i>(Pass Program for M-F anytime and Saturday-Sunday after 11:00AM)</i>	\$1,950
Annual Super Senior (80 & older) Walking Pass (2) <i>(M-F anytime, excludes Saturday, Sunday, and Holidays)</i>	\$425

EXHIBIT 5: KNOWN CAPITAL NEEDS

Page 1 of 2

Known Conditions at Swenson Golf Course & Estimated Costs

FY	Issue	Cost
2019	Upgrade and repair electrical	\$ 19,380.00
2020	Replace Ceiling Exhaust Fan, Utility building exhaust fan, and roof exhaust fan	\$ 12,818.00
2020	Y-1 Update doors and hardware	\$ 4,120.00
2020	Replace two water heaters	\$ 12,574.00
2020	Replace time clock	\$ 702.00
2022	Y-2 Update doors and hardware	\$ 22,890.00
2023	Y-3 Update doors and hardware	\$ 2,024.00
2023	Upgrade drinking fountains	\$ 6,104.00
2023	Upgrade serving counter	\$ 6,714.00
2023	Replace ice machine	\$ 8,546.00
2023	Replace refrigeration system for walk-in cooler/freezer	\$ 15,260.00
2023	Replace small dishwasher	\$ 15,260.00
2023	Refinish epoxy floor	\$ 24,218.00
2023	Replace evaporative cooler	\$ 28,292.00
2023	Upgrade showers	\$ 42,347.00
2023	Upgrade bathrooms	\$446,355.00
2024	Y-4 Update doors and hardware	\$ 10,987.00
2024	Update alarm system	\$ 5,000.00
2024	Upgrade ceiling tiles	\$ 17,705.00
2026	Replace ceiling hood	\$ 12,971.00
2028	Replace HVAC, ductwork, insulation, air inlets, outlets	\$193,851.00
2033	Replace plumbing fixtures, piping, sewer lines, vents	\$394,856.00

EXHIBIT 5: KNOWN CAPITAL NEEDS

Page 2 of 2

Equipment	Model	Expected Lifespan	Notes
TriPlex	3150	6 months to a year	Hose issues; needs new reels
3500D Greens Surrounds	3500D	6 months to a year	
580 D Rough Unit	580D	Less than 6 months	Engine weak, Differential Seals
580 D Rough Unit	580D	2-3 years	
Reel Master 6500D	6500D	Broken, cannot be repaired	Motor cracked not enough power to run
Real Master 5610	5610	2 years	
HD Workman		6 months to a year	Engine has a lot of hours and is losing power
Mid Duty Workman		1 year	Suspension and engine issues
Club Car Turf II (Gas)		1 to 2 years	
Club Car Turf II (Gas)		1 to 2 years	
Club Car Turf II		6 months to year	
Club Car Turf II		Broken, cannot be repaired	Computer needs to be replaced, Keep for parts
Lely Spreader		Broken, cannot be repaired	Hopper is rusted through and gears shot
Tee Mower	3250D	1 to 2 years	
Tee Mower Jacobsen	King 4	Less than 6 months	Motor, hydraulic and reel issues
Core Harvester		Broken, cannot be repaired	
Topdresser		1 year	
Topdresser	2500	1 year	
Aerifier		Broken, cannot be repaired	1994 walking aerifier should have been recycled in 2005
Aerifier		Broken, cannot be repaired	1995 walking aerifier should have been recycled in 2005
Pro Force Blower		1 year	
Toro Roller	1200	2 years	
JD Bunker Rake	1200A	Broken, cannot be repaired	
Turf Co Spin Topdresser		5 to 6 years	
Rak-o-vac		1 year	Hopper is rusting out causing machine to lose ability to pick up leaves
John Deere Sprayer		5 to 6 years	
60 Golf Carts		Evaluate July 2019	

EXHIBIT 6: PROPOSAL DOCUMENTS

PROPOSAL DOCUMENTS

- A) SWENSON MUNICIPAL GOLF COURSE OPERATION, MAINTENANCE, AND IMPROVEMENT
- B) PUR 18-012
- C) Bid Opening Date

COMPANY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL: _____

PROPONENT'S AGREEMENT

In submitting this proposal, as herein described, the Proponent agrees that:

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent, and requirements of same.
2. They will enter into contract negotiations and furnish the services specified.
3. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be 'A Jurat' notarization.
4. They have reviewed all clarifications/questions/answers on the City's website at www.stocktonca.gov/adminbid.
5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City of Stockton is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of contract agreement.

FIRM ADDRESS

SIGNED BY

TITLE OR AGENCY

TELEPHONE NO./FAX NO.

DATE

E-MAIL ADDRESS

NON-COLLUSION

AFFIDAVIT FOR INDIVIDUAL PROPONENT

No. 1

STATE OF CALIFORNIA, _____)ss.

County of _____)

(insert)

_____ being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature Individual Proponent)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____

by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 2

AFFIDAVIT FOR CORPORATION PROPONENT

STATE OF CALIFORNIA, _____)ss.

County of _____)

(insert)

_____ being first duly sworn, deposes and says: That they are the _____ of _____ a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature Individual Proponent)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____

by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 3

AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP

STATE OF CALIFORNIA, _____)ss.

County of _____)

(insert)

_____ each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership, designated as _____ who is the party making the foregoing bid; that the other partner, or partners, are _____ that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature)

(Signature)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____

by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____