



City of Dayton, Ohio
Department of Central Services
Division of Purchasing

CLASS A CERTIFIED GOLF PROFESSIONAL FOR A CITY OF DAYTON GOLF COURSE

REQUEST FOR PROPOSAL (RFP) No. 17014S

February 2017

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SECTION 1 – PROPOSAL INSTRUCTIONS

1.01 COMMUNICATIONS REGARDING THIS PROJECT. Please direct all communications regarding the RFP Process to:

City of Dayton, Division of Purchasing, Room 514
Jason Schortgen
101 West Third Street
Dayton, Ohio 45402
Telephone: (937) 333-4034
Fax: (937) 234-1600
E-Mail: jason.schortgen@daytonohio.gov

All communications/questions concerning this RFP must be submitted in writing referencing the specific paragraph and page number. The deadline for questions is listed in Section 1.02 (RFP Schedule). Written responses will be prepared by the City and posted on the city's web site by the date listed in *Section 1.02*. Changes to this RFP will be made only by formal written correspondence issued by the City.

A copy of this proposal and any additional documentation may be found at the City of Dayton's website at:

<http://www.daytonohio.gov/bids.aspx>

1.02 RFP SCHEDULE. The following is the anticipated schedule for the RFP Process:

Issue RFP:	February 3, 2017
Last Day to Submit Questions:	10:00 AM local (Dayton OH) time on February 23, 2017
Written Responses to Questions:	February 28, 2017 no later than close of business
Due Date for Proposals:	11:00 AM local (Dayton OH) time on March 21, 2017

1.03 SUBMITTING A PROPOSAL. Each Consultant seeking consideration for performance of services related to the project must submit a Proposal. Proposers are to submit one (1) original copy signed by an officer authorized to bind the company and three (3) copies of their written proposal. All proposals shall be sealed, properly addressed with the name of the Consultant and sent to:

RFP No.17014S – Class A Certified Golf Professional for a City of Dayton Golf Course
City of Dayton, Division of Purchasing, Room 514
Jason Schortgen
City Hall
101 West Third Street
Dayton, Ohio 45402

Sealed proposals must be received at the above address, in Room 514 by time/date on the date indicated in Section 1.02 (RFP Schedule). Proposals received after the scheduled date/time will not be considered. All supporting materials and documentation must be included with the proposal. The responsibility of timely delivery lies solely with the proposer. Faxed and e-mailed proposals are **not** acceptable.

The City reserves the right to reject any and all proposals, to waive any irregularities in a proposal, or to accept the proposal(s) which in the judgment of proper officials, is in the best interest of the City. The City reserves the right to accept a part or parts of a proposal unless otherwise restricted in the RFP or issue subsequent Requests for Proposal. The City reserves the right to approve or reject any sub-Contractors proposed for work under this proposal or waive any minor irregularities

The City reserves the right to select the successful proposer on the basis of proposals received, without seeking further information for clarification from proposers. Upon review of proposals, the City may designate the most

qualified proposals as finalists. These finalists may be invited to make oral presentations and participate in a question and answer session with the City. The City shall have the right to visit selected user sites, should this be deemed necessary.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this RFP.

The City does not guarantee that any contract will be awarded as a result of this RFP. In the event that a contract award is made but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

1.04 REQUIRED PROPOSAL CONTENTS. All brochures and supplemental documentation shall be included with the original and all of the copies. If not, the proposal may be considered as non-responsive. Consultants are required to submit the following information in their proposal:

- **Letter of Transmittal:** The proposer shall provide a transmittal letter with authorizing signature for the proposal. The letter must briefly summarize the vendor's ability and willingness to perform the services required by the RFP. The letter must be on the form provided in Exhibit A.
- **Company Profile and Background.** Provide the following information:
 - **Location** - The street address of the proposer's company headquarters.
 - **Local Office of Proposer** - Provide the location of the proposer's office nearest to Dayton, Ohio. Include the local office, a contact name, address, telephone, and fax numbers.
 - **Company's Primary Business** - State the proposer's primary business, the number of years in the proposer's industry, and the number of employees assigned to these related activities.
 - **State the legal make-up** of your company: sole proprietorship, partnership, corporation, etc.
 - **Officers of Company** – provide list of all officers of the Company
 - **Please list any Lawsuits that you are currently engaged in.** Please provide any and all suits either with the City of Dayton or any other Municipalities (include, but not limited to Federal, State, Local or other Municipalities and Governmental agencies).
 - **Provide statement that the company is not delinquent on any Local, State or Federal Taxes.**
- **Key Personnel Information.** Provide the name, title, mailing address, telephone number and e-mail address of the persons who will function as the City's primary contact and back-up contact person. Provide brief resumes/qualifications of personnel who will be primarily involved in this project. Include any certifications earned, special training taken, and memberships in professional groups. Complete Form found in Exhibit A.
- **Proposal Response** as per Section 2.
- **Statement of Exceptions to RFP requirements:** Provide a detailed description of any exceptions taken to the requirements of this RFP, including the City Standard Terms and Conditions in Section 3. Exceptions shall be referenced to the applicable RFP section/sub-section numbers. Any other departures from the city's RFP are to be identified and failure to do so shall make the proposal non-responsive. City's Standard Terms for Payment are Net 30 days from date of invoice once the project is complete, unless otherwise negotiated. If you cannot comply with this, please state any changes in the Statement of Exceptions to the RFP Requirements.
- **References:** Provide a list of references on form provided as Exhibit B. The City is particularly interested in contacting your clients in the state of Ohio.

1.05 ITEMS THAT DISQUALIFY A VENDOR IMMEDIATELY.

- Incomplete or non-responsive proposal
- Inability to obtain Affirmative Action Assurance approval prior to award of the contract. See Section 3.06 for information on how to contact the Human Relations Council.

1.06 CRITERIA. The selection committee will evaluate each proposal submitted based on the following criteria. After receipt and review of the written proposal, the City may elect to have the proposal presented in person, or clarifications submitted in writing.

Proposers shall not assume that any information shared with the City prior to this RFP will be considered in the Evaluation process of this RFP. Evaluation team may or may not have prior knowledge of any discussions and processes. **Evaluation will be completed on the information submitted in proposal only.**

Evaluation Criteria		
Item	Description	Percentage Possible
1	Proposal Content Quality / Financial Plan	50%
2	Qualifications / Experience	40%
3	Dayton Local Business	5%
4	PEP Certified Vendor	5%
	Total Points	100%

1.07 MISCELLANEOUS ITEMS.

All Consultants submitting a proposal will be notified, upon final determination by the City, of the firm selected to perform the requested work.

SECTION 2 – SCOPE OF PROJECT

2.01 PURPOSE AND NEED / PROJECT DESCRIPTION. The City of Dayton OH (City) is seeking proposals for a Class A Professional Golfers’ Association (PGA) Golf Professional with 3-5 years of experience in all aspects of golf club operations. The successful proposer will be offered a three year contract, including renewal options at one of the City’s Golf facilities. Placement is determined based on vacancy. There is potential for a profitable business operation for those with initiative, golf skills and customer service skills.

The contractual start date is negotiable and may be negotiated to begin any time prior to December 1, 2017. It is the City’s goal to have a contract in place and ready to begin operating no later than December 1, 2017.

2.02 BACKGROUND INFORMATION. The City owns and operates three public golf facilities: Community Golf Club with two (2) courses, Kittyhawk Golf Center with three (3) courses and Madden Golf Course with six (6) courses. At each facility there is an assigned Class A Certified Golf Professional (Golf Pro) who provides proshop and daily operations services for that specific location on behalf of the City.

The Golf Pro manages the day-to-day operations and customer experience, collects revenue, provides golf cart rental services, manages driving range services, provides golf lessons, manages tournament and outings and sells merchandise to golf course patrons and to the general public. The golf professional operates the golf operations year round, 364 days a year, closing only on Christmas Day. Proshop is open for business from January 1 through December 31 with “Winter” operating hours from approximately November 1 through April 1. Visit www.golf-dayton.com for more information.

The City’s Division of Golf mission: To be the area’s best public golf course by providing exceptional customer experience, maintain courses to the highest standards, while remaining fiscally responsible for future investments.

Rounds Played Annually by Location
Based on 5-year average (2012-2016)

Community Golf Club	Kittyhawk Golf Center	Madden Golf Course
68,000	63,000	23,000

Contractual Revenue Annually by Location
Based on 5-year average (2012-2016)

Community Golf Club	Kittyhawk Golf Center	Madden Golf Course
\$308,000	\$258,000	\$100,000

Contractual Annual revenue includes: personnel subsidies, management fees, golf cart concession fees, driving range revenue and merchandise sales. These revenues are to be used to pay all expenses necessary to provide exceptional services. Expenses vary based on agreements the Contractor makes with employees, vendors and capital needs.

2.03 SCOPE OF WORK / PROJECT REQUIREMENTS.

1. The successful proposer:

- a) Shall enter into a contractual agreement with the City for the term as determined by the City. Prior to award of contract, the City and Successful Proposer will meet to discuss the expectations as it relates to the terms and conditions of the contractual agreement as determined by the City. A binding agreement shall be dependent upon the negotiation, drafting, law review and execution of a formal contract.
- b) Shall be responsible for the day-to-day operations, including but not limited to: excellent customer service, collecting 100% of revenue for all services and sales using the designated GolfTrac (VSI Systems) Point of Sale software and depositing daily 100% of revenue collected into a designated bank account, management of the Volunteer Work for Play Program and ProShop personnel, managing the golf cart fleet, managing the driving range, organizing and hosting leagues, outings and special events.
- c) Shall bear at his/her own expense all costs of operating the designated golf operations, and shall bear all expenses associated with use of the premises, facilities, rights and privileges granted, including, but not limited to: personnel expenses, insurance, interior/exterior maintenance, sales tax, janitorial service for proshop and supplies, long distance telephone usage, internet, cable, security services including installation of security system, tires and gasoline for golf carts, supplies and equipment to operate driving range. Other expenses may be necessary to provide exceptional service.
- d) Shall be responsible for staffing and managing of all volunteer golf course personnel and management of golf shop staff including hiring, training, scheduling and discipline; as well as the provision of providing exceptional customer service on the part of the contractor and individuals under his/her supervision. Contractor is responsible for supplying a uniform and ID badge for all volunteer and proshop staff.
- e) Shall be responsible for the management of the golf cart fleet which includes City owned gas powered carts to be used for golfers and starters/rangers. Contractor will receive a percentage of cart revenue; in exchange Contractor will provide clean golf cart rentals to patrons, will purchase fuel for golf carts and provide replacement tires when needed.
- f) Shall be responsible for the management of the golf course driving range. Contractor will receive a percentage of range revenue; in exchange Contractor will provide all equipment necessary to operate the driving range to include, but not limited to: range balls, bag stands, yardage markers, baskets, range ball washer, picker and picker cart.

- g) Shall be responsible for the management of golf shop merchandise and ensure merchandise and other items sold in the golf shop shall be of high quality, wholesome and pure and must conform in all respects to federal, state and local laws and regulations.
- h) Contractor shall maintain insurance policies acceptable to and per the specifications of the City. See Article 7.
- i) Contractor may purchase from the City supplies and equipment that are currently owned by the City's such as: pull carts, range picker, range cart, ball washer, clothing displays, racks and mannequins, range balls, and other items as negotiated.

The City's Division of Golf, will maintain the golf courses, adjacent facilities' infrastructure, and maintenance of golf cart fleet. The City will mow the driving range and seed the driving range tee box.

The Division of Golf will determine operating hours for the golf shop, provide a Golf Operations Manual that outlines most operating policies and procedures not included in the golf professional contract.

2. Minimum qualifications for this position are:

- PGA Class A-1 golf professional in good standing
- 3-5 years of experience as a Professional or Assistant Professional or equivalent position with experience in all aspects of golf club operations.
- Public and Municipal golf course experience is preferred and will receive additional points in the selection process.
- Excellent marketing and promotional skills
- Commitment to provide exceptional customer service
- Successful proposer will be subject to a background check and credit check prior to the start of their contractual period.

3. Minimum Expectation and Performance Goals:

The City expects that the following goals will be achieved during any contract term and reviewed on a quarterly basis. The City believes that if these goals can be realized, then the City will be well on it's way to achieving the mission.

A. Customer Service: Increase the Level of Customer Service Provided at assigned Golf Center

1. Focus on customer perception and manage the customer's entire experience: walking into the golf shop, experience while in the golf shop, renting a cart, returning a cart, purchasing merchandise, using the driving range, placement of staff, etc. Consideration of staff should be given to the entire scope of services, not sectioned components.
2. Employ staff who possess an enthusiasm for serving customers from youth to competitive patrons and are knowledgeable about the game of golf, the course, and appropriate products and supplies.
3. Ensure all customers are treated with respect and appreciation, regardless of whether they are first time customers, loyal annual privilege holders, or league/event/outing participants. Each guest should receive the same experience.

B. Fiscal Management/Revenue Management: Increase Revenue at assigned Golf Center through various means and according to sound fiscal policies

1. Work with Golf Division Manager to implement strategic revenue streams that enhance the operations of the Golf Division.

2. Train staff on basic money handling procedures and evaluate them at regular intervals.
3. Follow all City rules and procedures regarding money handling, depositing of funds, pay-ins and other fiscal policy and procedures.
4. Increase Revenue from Privilege Sales, Tournaments, and Special Event Outings.

C. Facility Management, Maintenance and Improvements: Ensure the Pro Shop and course are welcoming and supportive for all golf customers

1. Set-up pro-shop displays and merchandise that appeal to customers.
2. Ensure communications to patrons are clearly posted.
3. Keep starter shacks, cart barn and common areas neat and clean.
4. Ensure shop and course is open and appropriately staffed during operating hours.

D. Operational Management and Administrative- Ensure that Pro Shop Operations are effectively and efficiently managed according to stated administrative policies and procedures

1. Follow all policies and procedures outlined by the City.
2. Prepare employee work schedule ensuring that the pro shop is properly staffed to handle the customer load, and that the course is covered by the proper number of cart personnel, rangers, and starters.
3. Follow City Media guidelines when dealing with media and coordinate all media related activities with the City's Golf Manager.
4. Work with the Division of Golf personnel and other contracted Pros to implement best common practices.
5. Attend and actively participate in all Golf Commission Meetings as the representative for assigned golf course.

3. Proposal Response:

The intent of the proposal response is for you to outline your strategy for successful operations.

Your proposal response should **at a minimum**, include the following:

1. **Resume** – all resumes shall include the following:
 - a. Applicant Name
 - b. Applicant Address
 - c. Applicant Primary Contact Name and Title
 - d. Applicant Primary Contact E-Mail Address
 - e. Applicant Telephone Number
 - f. Number of Years in ProShop Operation management
 - g. List former employers and description of duties, accomplishments, and years of service
 - h. Any other information that you feel is important
2. Two **letters of Reference** with contact information. Both letters of reference must be professional references.

REFERENCES – EXHIBIT B

Provide the name, address and telephone number of at least two (2) clients that are familiar with the quality of work performed by you of similar nature. The references provided must be able to attest to your personnel knowledge in working as a Class A Golf Professional. These references should be different than your reference letters.

3. **Applicants shall provide a written response to include the following sections in your proposal:**

- a. A brief history of you and your company
 - b. Your vision and mission statement as it pertains to the operations of the golf course
 - c. Your customer service philosophy
 - d. Description of your management style
 - e. Provide at least one (1) marketing or promotional sample that you created.
 - f. Number of employees proposed for the Proshop operations including number of starters and rangers and inside shop personnel. For this exercise use a 36-hole golf course as your basis. Include proposed hourly rates for any paid positions.
 - g. History of your experience negotiating and hosting outings and tournaments.
 - h. Your intentions and any helpful information that you would like to be considered.
4. **Financial Plan:** This contract will require an upfront investment in order to stock the proshop with merchandise, purchase equipment and/or capital needed to operate; and to cover operating expenses until season is in full operation. Indicate the following:
- a. How much money will you invest to start up your business?
 - b. How are you obtaining these funds?
 - c. How do you plan to meet the financial obligations required to successfully operate as a business? You may submit a projected budget as your plan. Please include any notes or assumptions if you choose to submit a projected budget.

2.04 EVALUATION AND SELECTION PROCESS.

Responses shall be organized in a three ring standard binder. The Golf Professional's responses must be brief and concise, containing no more than 25 single-sided standard letter (8 ½ x 11) size pages (not including coversheet, tabs and resumes).

2.05 PRICING STRUCTURE.

All revenue is collected and deposited into a designated bank account for the City. The City will reimburse the golf professional twice per month all revenue collected that is owed to the golf professional for goods and services as determined during contractual negotiations. The Personnel subsidy and Golf Management Fee will be paid at the first of each month.

1. The City will pay the successful proposer Four Thousand Two Hundred Fifty Dollars (\$4,250) per month (not to exceed \$51,000 annually) to subsidize personnel costs.
2. The City will pay a Golf Management Fee of One Thousand Nine Hundred Dollar (\$1,200) per month (not to exceed \$14,400 annually) for the Golf Professional services provided pursuant to the agreement.
3. The City will pay the successful proposer a "Concession Fee" of 20% of golf cart revenues in exchange for managing the cart concession for the City. This includes daily rental, cleaning, inventory and security. The successful proposer will be responsible for replacing worn tires, and providing gasoline for all carts.
4. The City will afford the contractor 80% of the revenues generated from the driving range. The contractor is responsible for providing clean range balls, yardage markers, bag stands, and any other accessories that improve the functionality and appearance of the range. The City will maintain the driving range and tee at a cost equal to 20% of range revenue.
5. The Contractor will be reimbursed 100% of revenue derived from the merchandise in the ProShop and Lessons provided by the contractor or their assigned designee.

6. The City will support a “Work for Play” volunteer system. The City will provide complimentary green fees to volunteer staff in exchange for a requisite amount of hours worked. This will ensure that the successful proposer will be able to meet adequate staffing needs without additional payroll expenses.
7. The City will retain 100% of revenue derived from greens fees, including “Frequent Flyer” passes and annual privileges.

SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

3.01 TAX EXEMPTION. All items purchased under this contract will be exempt from the State of Ohio Sales Tax as provided for in Section 5739-02(b)(1) of the Revised Code of Ohio, and will be exempt from the State of Ohio Use Tax, Section 5741.02(C)(2). Blanket Certification of Exemption Forms will be furnished to the Proposer by the Division of Purchasing.

3.02 PROPOSER AFFIDAVIT. If the successful proposer should be a corporation not incorporated under the laws of the State of Ohio, a certificate from the Secretary of State showing the rights of the successful proposer to do business in the State of Ohio shall be furnished. Each proposer is required to submit with their bid, an Affidavit stating that neither the proposer nor agents thereof, nor any other party of the proposer has paid or agreed to pay directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will hereafter be paid.

3.03 PROCUREMENT ENHANCEMENT PROGRAM. It is the policy of the City to promote full and equal business opportunity to all persons doing business with the City. The City must ensure that businesses seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not engaged in passive participation in any form of discrimination. (R.C.G.O. Section 35.32) It is the City of Dayton’s position to encourage the greatest participation possible on all projects connected with any aspect of the City’s auspices through the Procurement Enhancement Program (PEP). All contractors are encouraged to review the list of Minority, Women and Small Businesses at <http://daytonhrc.org/business-technical-assistance/minority-business-assistance-center/> for certified subcontractors.

3.04 PROPOSER’S FINANCIAL OBLIGATION TO THE CITY. No bid may be accepted or contract awarded to any person, firm or corporation that is in arrears or in default to the City, or that is a defaulter of surety or otherwise upon any obligation to the City, or has failed to perform faithfully any previous contract with the City.

3.05 PROPOSER’S INCURRED COSTS. Each proposer shall be responsible for all costs incurred in preparing a response to this RFP. All materials and documents submitted by the proposer in response to this RFP shall become the property of the City, and shall not be returned. Respondents selected for further negotiations, as well as the proposer ultimately selected to enter into a contractual agreement with the City, shall be responsible for all costs incurred by it during negotiations.

3.06 AFFIRMATIVE ACTION ASSURANCE (AAA). The selected Contractor must file an Affirmative Action Assurance form (“AAA Form”) with the City’s Human Relations Council (HRC) and obtain approval from HRC to do business with the City. You may contact the HRC for the Rules and Regulations, and the AAA Form required of vendors of the City, at:

Human Relations Council
371 West Second Street, Suite 100
Dayton, Ohio 45402
(937) 333-1413 (Office)
(937) 222-4589 (Fax)

Failure to maintain a current AAA Form on file with the HRC may result in termination of the contract and/or denial of future contract awards from the City. The AAA Form must be filed annually.

3.07 STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES – These are standard terms are subject to change by the City prior to the award of the contract.

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and shall terminate upon expenditure of all funds provided herein or on December 31, 2020 whichever date is earlier.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall provide all services necessary to complete the Services that are described in an Attachment, Scope of Services, which is incorporated herein by reference.

ARTICLE 3. COMPENSATION

The total remuneration in this Agreement shall not exceed Three Hundred and Fifty Thousand Dollars (\$350,000) Contractor shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

ARTICLE 4. CITY'S RESPONSIBILITIES

The City will furnish Contractor, at no cost or expense, all reports, records, data that might be necessary or useful to complete the Services required under this Agreement.

ARTICLE 5. STANDARD OF CARE

Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Contractor shall have no liability for defects in the Services attributable to Contractor's reliance upon or use of data or other information furnished by the City or third parties retained by the City.

If, during the one year period following completion of the Services, it is shown there is an error in the Services caused by Contractor's failure to meet such standards and City has notified Contractor in writing of any such error within that period, Contractor shall perform, at no additional cost to City, such Services within the original Project as may be necessary to remedy such error.

ARTICLE 6. INDEMNIFICATION

Contractor shall indemnify and defend the City and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions, or conduct of Contractor and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the Services.

This Article shall survive early termination or expiration of this Agreement.

ARTICLE 7. INSURANCE

During the term of this Agreement, Contractor shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an “A” rating or better by A.M. Best:

- (1) General Liability Insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate with and insurance company authorized to conduct business in the State of Ohio and having at least an “A” rating from A.M. Best. Specifically covering all personal injuries, property damage and all losses and damages occurring on the premises and/or resulting from Contractor’s activities at the Golf Course. Contractor’s insurance shall also include coverage for damaged doors and glass breakage and any structural damage.
- (2) Employers’ Liability Insurance, having a limit of \$500,000 for each occurrence.
- (3) Professional Liability Insurance, having a limit of \$1,000,000 annual aggregate.
- (4) Contractor shall maintain errors and omissions insurance in the amount of \$1,000,000.00.
- (5) Contractor shall furnish a performance and fidelity bond in the amount of Twenty Five Thousand Dollars (\$25,000) to indemnify the City against loss of funds collected by Contractor.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Contractor pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage

Contractor also shall maintain Workers’ Compensation Insurance in such amounts as required by law for all employees, and shall furnish to the City evidence of same.

ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided in this Agreement, documents and reports, which must be provided both digital and physical format, prepared by Contractor as part of the Services shall become the sole and exclusive property of the City upon payment. However, Contractor shall have the unrestricted right to their use.

Contractor shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the City in the performance of this Agreement shall also remain the property of Contractor.

ARTICLE 9. TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement. A “substantial failure” to comply with a contract term means that there has been a major, or significant, breach of that term. Contractor shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

In addition, this Agreement may be immediately terminated in the event of or under any of the following circumstances:

1. A receiver for Contractor’s assets is appointed by a court of competent jurisdiction.
2. Contractor is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Contractor’s failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Contractor to remedy such failure within thirty (30) days from the date of written notice from City.
4. Contractor’s violation of any applicable federal, state, or local laws, ordinances rules and/or regulations applicable to the Project and construction thereof or Services required by this Agreement.

In the event of termination, the City shall not be obligated to pay for any Services performed or materials procured subsequent to the effective date of termination, and, upon such payment, Contractor shall provide to the City copies of all data, drawings, specifications, report estimates, summaries, and such other information and materials, whether completed or in process. Any such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor. The City will be under no further monetary obligation or commitment to the vendor. The City may terminate this contract at any time upon 30 days written notice to the vendor.

In the event of termination, the City may, at its option, exercise any remedy available to it, including the Uniform Commercial Code, according to Ohio law.

ARTICLE 10. STANDARD TERMS

A. DELAY IN PERFORMANCE

Neither the City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City or Contractor under this Agreement, provided the aforementioned circumstances are not due to the negligence or fault of the asserting party or any of its agents, employees, contractors, sub-contractors and/or representatives.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

B. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

C. COMMUNICATIONS

Any written communication or notice required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified mail or first class U.S. mail, postage pre-paid to the address specified below:

Company Name: _____
Address: _____
City, State Zip Code _____
Attention: _____
Title: _____

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and the City.

D. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option and may bar Contractor from receiving future City contracts.

E. WAIVER

A waiver by the City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party's rights with respect to any other or further breach.

F. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision.

G. INDEPENDENT CONTRACTOR

By executing this Agreement for professional services, Contractor acknowledges and agrees that it will be providing services to the City as an "independent contractor". As an independent contractor for the City, Contractor shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Contractor shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Contractor, its employees and any persons retained or hired by Contractor to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Contractor shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes. Contractor acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System ("OPERS") membership.

H. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent Contractors, associates, and subcontractors to assist in the performance of the Services.

I. THIRD PARTY RIGHTS

Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

J. AMENDMENT

The parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

K. POLITICAL CONTRIBUTIONS

Contractor affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

L. INTEGRATION

This Agreement represents the entire and integrated agreement between the City and Contractor. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.



City of Dayton, Ohio
Department of Civil Engineering
Class A Certified Golf Professional for a City of Dayton Golf Course
RFP No. 17014S
January 2017

EXHIBIT A – LETTER OF TRANSMITTAL

The undersigned hereby certifies that items furnished as a result of this proposal will be in full accordance with the City of Dayton specification applying thereto unless exception are stated above.

The Proposer's name and address exactly as it would appear in a contract:

Entity Name: _____

Street Address: _____

City, State, Zip: _____

Proposer's Phone Number: _____

Proposer's Fax Number: _____

Proposer's E-mail Address: _____

Form of Ownership Sole Proprietorship Franchise Partnership Corporation
 Joint Venture LLC Other (Specify): _____

If a corporation, state of incorporation: _____

Federal Identification Number (or SSN if sole proprietorship): _____

Please include your IRS Form W9 with your proposal.

I certify the proposing entity complies with City of Dayton Ordinance #30829-09 and the City's Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages. Yes No

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

By signing this page, you state that you are an authorized representative, and have reviewed and are presenting this proposal on behalf of your business entity. Please continue completing this exhibit on the next page.

EXHIBIT A – LETTER OF TRANSMITTAL (continued)

COMPANY PROFILE AND BACKGROUND

Name of Proposing Company: _____

Company’s Primary Business - State the proposer’s primary business, the number of years in the industry, and the number of employees assigned to these related activities:		
Primary Business	# of Years	# of Employees Assigned

If a corporation, state of incorporation: _____

Current Pending Lawsuits: Please provide any and all suits either with the City of Dayton or any other Municipalities and Government Agencies; including, but not limited to Federal, State, Local or other Municipalities and Governmental Agencies:

Local Office of Proposer: Office nearest to Dayton, Ohio: _____

Federal Identification Number (or SSN if sole proprietorship): _____

Key Personnel:

Name	Title	Contact Information: Mailing address, telephone number, fax number and email address	Designated as Primary Contact for the City of Dayton? YES / NO



City of Dayton, Ohio
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EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: _____

List company names, addresses, and telephone numbers for at least two references presently or previously served by your Company for RFP No. 17010S. Do not use the City of Dayton as a reference.

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____



City of Dayton, Ohio
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Class A Certified Golf Professional for a City of Dayton Golf Course
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EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

By informal resolution 301-97, the City of Dayton is prohibited from purchasing, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City as a result of this bid. This information will allow us to determine your products' compliance with the standards outlined in informal resolutions 301-97.

We require that you make a good faith effort to ascertain the following about the factories which manufacture the products you intend to supply to the City and that you make information available to us for our verification of your claims.

Child Labor. The factory or producer does not employ anybody younger than the legal age as established by the jurisdiction in which such factory or producer is located for children to work or participate in the production.

Forced Labor. The factory or producer does not use forced labor of any kind-prison labor, indentured labor or bonded labor. However, goods produced by prisoners and/or patients as part of a formal rehabilitation or treatment program shall not be considered "forced labor" under the terms of this section.

Wages and Benefits. The factory or producer pays and/or provides at least the minimum wages and/or benefits as required by law in the jurisdiction in which the factory or producer is located.

Hours of Work. Employees are not required to work more hours than the maximum allowed by law for the jurisdiction in which the factory or producer is located.

Worker Rights. The factory or producer makes available to its employees such rights and procedures as required by law for the jurisdiction in which the factory or producer is located.

Health and Safety. The factory or producer provides at least the minimum safe and healthy working environment as required by law for the jurisdiction in which the factory or producer is located.

Notice to Employees. The factory or producer provides any and all applicable notices to its workers as required by law for the jurisdiction in which the factory or producer is located.

This compliance form must be submitted with your bid. If at any time your products are found to be out of compliance with these standards, or if you refuse to provide information to the City for our verification of compliance, the City reserves the right to terminate contracts for those products.

City of Dayton Ref. No.: _____
Bidding Company: _____
Address: _____

Signature/Title: _____
Federal I.D.#: _____
Phone No.: _____
FaxNo.: _____