

## CITY OF LOGAN

### REQUEST FOR PROPOSALS GOLF COURSE MANAGEMENT SERVICES – LOGAN RIVER GOLF COURSE 575 WEST 1000 SOUTH (GOLF COURSE ROAD)

January 2, 2019

The City of Logan is soliciting proposals from experienced Golf Course Management Companies to lease and/or provide management services for the Logan River Golf Course, an 18-hole, Par 71 course located in Logan, Utah. Specifications include, but are not limited to: processing tee time reservations and tee sheet management; clubhouse merchandising and advertising; on-course player assistance; provision and maintenance of golf car fleet; course maintenance; enforcement of golf course rules and regulations; facilitation of play during operating hours; tournament and outing promotion and reservations; golf instructional programs.

#### Services Defined

Services as defined in this Request for Proposals are for an initial trial period of up to three (3) years, negotiable based on proposal.

#### Required Information

1. Company name, contact person, telephone, e-mail address.
2. Company background and experience.
3. Detailed operating proposal.
4. Detailed financial proposal.
5. References, minimum of three.
6. Proof of ability to comply with Insurance and Bond Requirements as shown on Exhibit A if selected.
7. CLAIM OF BUSINESS CONFIDENTIALITY

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63G-2- 305, provides in part that certain records are protected if properly classified. Proposers are responsible for determining which pages, if any, should be classified as protected under a Claim of Business Confidentiality, and are responsible for taking appropriate action to do so.

To protect information under a Claim of Business Confidentiality, the Proposer must:

- 1) Provide a written Claim of Business Confidentiality at the time the proposal is provided to Logan City; and
- 2) Include a concise statement of reasons supporting the Claim of Business Confidentiality (Subsection 63G-2-305). See Exhibit B.

To ensure the information is properly protected, the City asks the Proposer to clearly identify in the body of the proposal (by clearly marking the applicable pages as confidential) any specific

information for which a Proposer claims business confidentiality protection as "PROTECTED". If no statement is provided, it is assumed that the information is not protected.

8. A recommended sample agreement for City review.

#### Provided Data

Upon written request to lori.mathys@loganutah.org, data regarding course size, clubhouse amenities, patronage, equipment, etc. will be provided.

#### Questions

All questions or requests for information are to be submitted by 5:00 p.m., January 14, 2019. Responses to these inquiries will be posted at [https://www.loganutah.org/bid\\_detail\\_T11\\_R124.php](https://www.loganutah.org/bid_detail_T11_R124.php).

#### Submittal Deadline

**Proposals will be accepted until 5:00 p.m., January 16, 2019. Proposals may be submitted electronically to Lori Mathys, at lori.mathys@loganutah.org, or delivered to:**

#### **Logan City**

**Attn: Lori Mathys**

**290 North 100 West**

**Logan, UT**

The proposals should be addressed to the Logan City Purchasing Agent and identified as "Proposal for Golf Course Management Services" on all communications or submittals.

The City reserves the right to reject any or all proposals and to waive any informality or technicality in any proposal.

The City reserves the right to negotiate additional terms, conditions, or contract periods.

The City reserves the right to delay or deny approval of the work if it is determined in the City's best interest to do so.

## EXHIBIT A

### CITY OF LOGAN INSURANCE AND BOND REQUIREMENTS

#### FOR: Golf Course Management Services January 2019

The Contracting party shall procure and maintain for the duration of the contract insurance and bonds against claims or liability which arises out of or in connection with the performance of the work hereunder by the Contracting party, their agents, representatives, employees or subcontractors. The cost of such insurance and bonds shall be included in the Contracting party's bid or proposal.

#### A. TYPES AND MINIMUM LIMITS OF INSURANCE

Contracting party shall maintain limits not less than:

1. **GENERAL LIABILITY:** \$2,000,000 combined single limit per occurrence, personal injury and property damage, \$3,000,000 aggregate. Broad Form Commercial General Liability is required. (ISO1993 or better) to include Products -Comp/OP aggregate of \$2,000,000. Limits to apply to this project individually.
2. **PROFESSIONAL LIABILITY:** Not applicable.
3. **AUTOMOBILE LIABILITY:** \$2,000,000 per occurrence. "Any Auto" coverage is required.
4. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY:** Workers' Compensation statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits at a minimum of \$100,000 per occurrence.
5. **PAYMENT AND PERFORMANCE BONDS:** Not applicable.

#### B. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with an A. M. Best rating of not less than A-: IX, and in the limits as listed in this document, unless variations are requested in the manner described for all question submittals related to the project and approved by the City's Risk Manager, a minimum of five (5) business days prior to bid or proposal deadline.

#### C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention exceeding 5% of the policy limits must be declared to and approved by Logan City. At the option of Logan City, either (1) the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects Logan City, its officers, officials and employees; or (2) the Concessionaire may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

**D. NOTICE OF ACCIDENT, INJURY, OR DAMAGE**

Concessionaire shall agree to promptly disclose to Logan City, all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

**E. OTHER INSURANCE PROVISIONS**

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

I. General Liability and Automobile Liability Coverages

A. Logan City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Concessionaire; products and completed operations of the Concessionaire; premises owned, leased, hired or borrowed by the Concessionaire. The coverage shall contain no special limitations on the scope of protection afforded to Logan City, its officers, officials, employees or volunteers.

B. The Concessionaire's insurance coverage shall be a primary insurance as respects to Logan City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Logan City, its officers, officials, employees or volunteers shall be in excess of the Concessionaire's insurance and shall not contribute with it.

C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Logan City, its officers, officials, employees or volunteers.

D. The Concessionaire's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

**F. VERIFICATION OF COVERAGE**

Concessionaire shall furnish Logan City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms acceptable to Logan City before work commences. Logan City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

**G. SUBCONTRACTORS**

Contracting party shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**EXHIBIT B**

**Claim of Business Confidentiality**

Any person who provides a proposal (or information contained in any record) that he or she believes should be protected under UCA Subsection 63G-2-305 (1 - 4) shall provide with the proposal a written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality. The guidelines used by Logan City to grant business confidentiality are as follows:

- Trade secrets – if the submitted information includes a formula, pattern, compilation, program, device, method, technique, or process, that has actual or potential value by its non-disclosure to the general public, and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy;
- Commercial information or non-individual financial information- if the submitted information contains commercial information or non-individual financial information the disclosure of which could reasonably be expected to result in unfair competitive injury to the person submitting the information, or would impair the ability of Logan City to obtain necessary information in the future, and the person submitting the information has a greater interest in prohibiting access than the public in obtaining access.

I, \_\_\_\_\_ do hereby claim that the pages identified below, which are contained within this submission as required by Logan City are confidential.

Signature \_\_\_\_\_

Date \_\_\_\_\_

The following pages of this Proposal are protected under a Claim of Business Confidentiality: