



*City of Alamogordo*

Purchasing Dept. 2600 N. Florida Ave. Alamogordo, NM 88310 (575) 439-4116 Fax (575)439-4117

October 9, 2016

The City of Alamogordo is requesting sealed proposals for **Golf Pro Services, Request for Proposal No. 2016-002.** Proposals shall be mailed to: City of Alamogordo, Attn: Barbara Pyeatt, Chief Procurement Officer, 2600 N. Florida Ave., Alamogordo, NM 88310.

### **DATE FOR RECEIPT OF PROPOSALS**

Proposals pursuant to this RFP No. 2016-002 must be received by 3:00 p.m. MDT on November 9, 2016.

### **SUMMARY SCOPE OF WORK**

The City of Alamogordo is soliciting proposals for the management and operation of the clubhouse operations and the delivery of Professional Golf Services at the City-owned Desert Lakes Golf Course. The City is interested in having an experienced Class A Golf Professional (Pro) under contract to perform certain duties. City employees perform the maintenance of the grounds, parking lot, and exterior of the clubhouse. The clubhouse is owned by the City of Alamogordo while the operating expenses are to be paid by the Pro. The Pro shall hire, supervise, and compensate all staff necessary to accomplish the duties as indicated below. The Pro shall provide all golf cars/carts.

### **BACKGROUND**

The City built new back nine holes in 1991 and rebuilt the front nine in 1997. The new Clubhouse was completed in 2007. The City provides the course with effluent water for watering purposes. The Course has been under the management of a Class A Golf Professional since 1992.

### **GENERAL DUTIES**

The following is a description of the general duties required of the Pro:

- 1) Supervision of the starting of play by golfers
- 2) Collection and remittance of greens fees and membership fees
- 3) Provision of rental equipment, (i.e. carts, clubs)
- 4) Supervision of play on the course (rangers)
- 5) Competent golf instruction for a variety of skill levels

- 6) Provision of supplies in the shop
- 7) Provision of range balls
- 8) Maintenance of handicapping system
- 9) Hiring and supervision of all necessary staff to accomplish duties
- 10) Enforcement of all rules and regulations relative to the golf course
- 11) Operate and maintain a reputable pro shop and practice range
- 12) Maintain a close professional relationship with the City Golf Course Superintendent
- 13) Devote a reasonable number of hours to playing golf with members of varying skill levels (not as lessons)
- 14) Organize and operate golf tournaments
- 15) Coordinate with private groups for golf tournaments
- 16) Actively promote golf through clinics, films, educational seminars, etc.
- 17) Represent Desert Lakes at professional golf activities within the area, including the local section of the PGA
- 18) Participate in Pro-Am tournaments with course users
- 19) Actively promote the Junior Golf Program
- 20) Meet with and provide input to the Golf advisory group (or the successive entity)
- 21) Operate the bar and restaurant in the clubhouse
- 22) Provide all necessary personnel and equipment to provide the required services
- 23) Maintain all necessary licenses, permits, and certifications
- 24) May provide other services, which are closely connected to the playing of golf
- 25) Golf course will be closed 4 times a year (not including Christmas) for maintenance and aerification of the city's golf course.

## **SPECIFIC DUTIES**

- 1) Tournaments - Meet with sponsors for the purposes of planning and implementing the details of the tournament, including but not limited to; securing caddies, securing carts, assigning starting times, assigning carts, preparing scorecards and scoring sheets, secure bag boys and fore caddies, keep the tournament and field on starting times, keep players moving, record scores, determine winners, be available for rules decisions.
- 2) Junior Golf Program – Determine which juniors are qualified to play; instruct and test juniors in the knowledge of golf rules and courtesies; advise parents and/or the Junior Golfers Committee of problems and rule infractions; prepare and plan Junior golf clinics and junior tournaments.
- 3) Golf Cart Operations – Provide a safe operating fleet of cars to handle the requirements of the course; take car reservations either by phone or in person; deliver cars to starting area; return cars to storage area each evening; account for all cars at end of the day; collection of fees for use of cars; provision of rental space for a reasonable number of private cars. There is no access to City fuel pumps.
- 4) Pro Shop Operation – Maintain the Pro Shop in a clean, presentable, and well stocked condition; keep the Pro Shop open during normal hours of operation; keep knowledgeable staff on hand to help until all bags and cars have been returned each day and play is finished.
- 5) Golf Range – Provide range balls that are in a reasonable condition for rental; develop convenient system for dispensing range balls; pick up range balls on a daily basis; keep range tee area neat.

- 6) Handicap Operation – Keep accurate records so that handicaps may be computed on a regular basis; record changes requested by users on required forms; and administer USGA Handicap Rules & regulations.
- 7) Restaurant and Bar - Maintain a clean, efficient, and sanitary operation with a variety of food and beverage choices to suit a variety of customers.

## **ADDITIONAL CRITERIA**

- a. The City will not consider any proposals that do not indicate at least five (5) years experience as a Class A PGA Golf Professional.
- b. The City will not consider any proposals that do not indicate at least five (5) years experience in Golf operations and general management.
- c. The incumbent has made various investments in the operations which will require a new firm to provide similar investment in order to successfully provide services. Attachment 6 provides an estimate of the investment, as of October 1, 2016. The successful offeror may negotiate directly with the incumbent for acquisition of equipment and fixtures, or provide a similar replacement investment.
- d. There are some individuals who retain the right to have their own golf car, they have the right to rent space in the barn, and pay trail fees (Attachment 7). Demonstrated experience in managing a facility of similar size is required.
- e. Professional references covering the last ten (10) years of related work history are required.
- f. Information relative to promotional abilities is encouraged. Specific examples will be viewed most favorably, such as tournaments, Junior Golf activities, Seniors Golf, examples of increased play, etc.
- g. Consideration will be given to the amount of income received by the City and the retainer amount provided to the Pro.

## **PROPOSAL FORMAT**

The proposal shall include sufficient information to permit the City to evaluate relevant qualifications. The proposal shall relate directly to the duties outlined in this RFP. Proposals shall be limited to a maximum of thirty (30) pages, excluding cover sheets and section divider tabs. Proposals must be signed by the offeror. Offeror's shall submit proposals in one (1) original and five (5) copies, and one (1) electronic copy.

1. Maximum of thirty (30) pages, including title, index, etc. In addition to the proposal, the Campaign Contribution Disclosure Form must be submitted and is not included in the 30-page limitation.
2. Front cover with proposal title, date, and firm's name; not included in 30-page limitation.
3. Back cover without any text; not included in 30-page limitation.
4. Bound on left-hand margin.
5. 8 1/2" x 11" paper.

- 6. Printed on one side of sheets only.
- 7. One (1) Original, Five (5) copies and one (1) electronic copy of the proposal is required.
- 8. Transmittal letter is not included in the 30-page limitation.
- 9. Attachment 1 and 2 if applicable. Not included in 30 page limitation

**. Failure to comply with this requirement may result in rejection of the proposal.**

**CONTRACTUAL TERMS**

a. Fees – The amount of compensation provided to the Pro will be based on the combination of retainer and percentage of fees provided to the city. The proposal should specifically respond to the following areas. If there are additional suggestions, they may be submitted. The offeror may use the information provided in Attachment 5 to assist in estimating the percentages they may wish to provide.

- i. Membership fees \_\_\_\_\_% (Fee set by City)
- ii. Greens fees \_\_\_\_\_% (Fee set by City)
- iii. Sales in pro shop \_\_\_\_\_%
- iv. Driving range \_\_\_\_\_%
- v. Rental of golf cars \_\_\_\_\_%
- vi. Shed rental fees \_\_\_\_\_%
- vii. Trail fees \_\_\_\_\_%
- viii. Promotional rounds per year \_\_\_\_\_#
- ix. Retainer per year (paid quarterly) \$\_\_\_\_\_
- x. Restaurant/Bar operations \_\_\_\_\_% (\$100,000-\$200,000 revenue)  
 \_\_\_\_\_% (\$200,001-\$300,000 revenue)  
 \_\_\_\_\_% (\$300,001-\$400,000 revenue)  
 \_\_\_\_\_% (\$400,001-\$500,000 revenue)  
 \_\_\_\_\_% (over \$500,001 revenue)

b. Licensing and Registration – It shall be the responsibility of the Pro to obtain and maintain all necessary licenses and registrations required under this agreement, laws of the City of Alamogordo, and the State of New Mexico.

c. Conflict of Interest – The Pro shall warrant that they have no interest and will not acquire any interest, whether direct or indirect, which would conflict with the performance of the required services under the scope of services of this proposal. Any conflict of interest is grounds for proposal rejection. Any conflict developed is grounds for termination of the Agreement.

## **CRITERIA FOR EVALUATION**

### **a. Experience with similar courses**

List examples and comparisons to the Desert Lakes Golf Course, which demonstrate offeror's experience in this type of course. Preference will be given to proposals which indicate experience in a municipal environment in a southwestern region. **(20 Points)**

### **b. Qualifications**

Qualifications of the proposer showing PGA Professional documentation, years of experience managing a pro shop, training, education, and similar experience as a golf professional. **(15 Points)**

### **c. Experience in golf instruction, tournaments, leagues and clinics**

Description of proposed golf instructional programs, tournaments to be organized, leagues to be formed and clinics to be offered. **(15 Points)**

### **d. Management of Restaurant/Bar**

List examples and time periods that demonstrate offeror's actual experience in operation and management of a food service and bar facility. **(15 Points)**

### **e. Communication with City Staff**

Statement of process desired to keep good communication lines open with the Golf Course Superintendent, the Community Services Director and the golfing public. **(10 Points)**

### **f. Experience in the Junior Golf Program**

List actual experience, as a Pro, in the Junior Golf Program, including examples of activities, and direct actions taken to assist or develop the program. **(5 Points)**

### **g. Experience in Golf Car provision**

List actual experience in the provision, storage, servicing, and maintenance of golf cars for golf course(s). **(5 Points)**

### **h. Income to the City**

The estimate of income to the City will be made based on rounds of golf estimated to be played less the complimentary rounds and the rounds used by memberships and cost of retainer. **(15 Points)**

**Total 100 Points available**

**ADDITIONAL POINTS Available – Only ONE option available per PROPOSAL.**

*An offeror must specify which preference below they would claim if qualifying for more than one. Offeror must submit Attachment 1 (not considered part of page count). The preference values are not cumulative.*

**Resident Veterans Preference Certification, Certification Form (Attachment 1) and Certificate Required**

Available Points = 7, 8 or 10% Accumulative Points

**New Mexico Business Preference, Certificate Required**

Available Points = 5% of Accumulative Points

**Local Business Preference**

**Per Criteria**

## RESIDENT VETERANS PREFERENCE CERTIFICATION

To receive a Veterans Preference pursuant to Section 13-1-21 and 13-1-22 NMSA 1978, a resident veteran's business shall submit with its proposal a copy of a valid "Resident Veterans Preference Certification" issued by the Taxation and Revenue Department. For the purpose of scoring points, the State of New Mexico General Services Department Purchasing Division Policy Memo FY13-001 shall apply to a proposal submitted by a resident veterans business. For information on obtaining a Resident Veterans Preference Certificate, the offeror should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, NM 87502-5374, telephone (505) 827-0951.

## IN-STATE PREFERENCE (RESIDENT BUSINESS)

To receive a resident business preference pursuant to Section 13-4-2 NMSA 1978, an offeror shall submit with its proposal a copy of a valid resident business certificate issued by the taxation and revenue department. For a proposal submitted by a resident business with the required Resident Business Certificate, in addition to the total points on an RFP, 5% must be added for preference points.

For information on obtaining a resident business certificate, the offeror should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951 or on the web at

<http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>

## Bid Evaluation Criterion For Area Business – Local Business Preference

Effective March 20, 2015, the Alamogordo City Commission adopted Ordinance No. 1490 establishing Bid evaluation criterion for area businesses. Any business licensed in New Mexico, with a current business registration from the City of Alamogordo, with fixed offices or distribution points within fifteen (15) miles of the city limits of Alamogordo and able to furnish evidence of payment of New Mexico Gross Receipts tax shall qualify. The Local Preference provides that bids for the purchase of goods or services received from an Area Business are multiplied by a Local Preference Factor of 0.90 while a proposal submitted by an Areas Business is multiplied by a Local Preference Factor of 1.10

Respondents must identify the Area Business and describe in detail the extent of their participation in the project. The Area Business must have a substantial involvement in the project team, such as the design professional, the general contractor, or the operator, in order to receive the Local Preference. In the event the City elects to shortlist no more than four Respondents to submit proposals for design/build services only, the Area Business must be part of the design/build team to receive a Local Preference.

**The complete Ordinance No. 1490, Bid Evaluation for Area Businesses, can be viewed at <http://ci.alamogordo.nm.us/AssetsOrdinance+No.+1490.pdf>**

## **CONTRACTUAL TERMS**

The City of Alamogordo will use its standard agreement for Professional Services; see Attachment No. 3.

## **AWARD OF CONTRACT**

The award shall be made to the responsible offeror whose proposal is most advantageous to the City of Alamogordo, taking into consideration the evaluation factors set forth in this request for proposal. After initial ranking of the proposals, at the City's option, the City may decide to interview the top three (3) ranked firms to develop final rankings or may consider the rankings based on the proposals as final. Discussions may be conducted with offerors which submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without such discussions.

## **TERMS AND CONDITIONS**

This procurement will be conducted in accordance with the City of Alamogordo Purchasing Ordinance No. 1304.

1. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

2. Amended Proposals

Offerors may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. City of Alamogordo personnel will not merge, collate, or assemble proposal materials.

3. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Chief Procurement Officer.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

4. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after receipt of a best and final offer if one is submitted.

5. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Chief Procurement Officer will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the City Chief Procurement Officer shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

6. No Obligation

This procurement in no manner obligates the City of Alamogordo or any of its departments to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

7. Termination

This RFP may be cancelled at any time and any and all proposals may be rejected in whole or in part when determined such action to be in the best interest of the City of Alamogordo.

8. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the awarded vendor. The City of Alamogordo's decision as to whether sufficient appropriations and authorizations are available will be accepted by the awarded vendor as final.

9. Legal Review

The City of Alamogordo requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Chief Procurement Officer.

10. Governing Law

This procurement and any agreement with offerors that may result shall be governed by the laws of the City of Alamogordo.

11. Basis for Proposal

Only information supplied by the City of Alamogordo in writing through the Chief Procurement Officer or in this RFP should be used as the basis for the preparation of offeror proposals.

12. Contract Terms and Conditions

The City of Alamogordo reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract.

Should an offeror object to any of the City of Alamogordo's terms and conditions, as contained in this Section, that offeror must propose specific alternative language. The City of Alamogordo may or may not accept the alternative language. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the City of Alamogordo and will result in disqualification of the offeror's proposal.

**The contract, including all extensions and renewals, shall not exceed eight (8) calendar years in duration.**

13. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the City of Alamogordo.

14. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the City of Alamogordo and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.

15. Right to Waive Minor Irregularities

The Chief Procurement Officer reserves the right to waive minor irregularities. The Chief Procurement Officer also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Chief Procurement Officer.

16. Notice

The New Mexico criminal statutes impose civil and criminal penalties for bribes, gratuities and kick-backs.

17. Agency Rights

The City of Alamogordo reserves the right to accept all or a portion of an offeror's proposal.

18. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the City of Alamogordo.

19. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the offeror's possession and the version maintained by the City of Alamogordo, the version maintained by the City of Alamogordo shall govern.

20. Contact with City of Alamogordo Officials or Staff Members

Any inquiries or requests regarding RFP 2016-002 Professional Golf Services at the City-owned Desert Lakes Golf Course must be submitted in **writing**, to the Chief Procurement Officer not later than October 25, 2016 at 3:00 p.m. MDT. The name, address fax number, and email address are listed below.

Name: Barbara Pyeatt, Chief Procurement Officer  
Address: 2600 N. Florida  
Alamogordo, NM 88310  
Fax Number: (575) 439-4117  
E-mail: [bpyeatt@ci.alamogordo.nm.us](mailto:bpyeatt@ci.alamogordo.nm.us)

**NOTE: DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF OTHER THAN PURCHASING STAFF REGARDING THIS RFP WILL RENDER THE PROPOSAL NON-COMPLIANT.**

21. Responsibility of Offeror

At all times, it shall be the responsibility of the offeror to ensure its proposal is delivered to the City of Alamogordo by the proposal due date and time. If the mail or delivery of said proposal is delayed beyond the deadline set for the proposal opening, proposals thus delayed will not be considered.

22. Campaign Contribution Disclosure Form

Offerors **shall** complete Attachment 2 - Campaign Contribution Disclosure Form and submit with each copy of the proposal. **NOTE: Failure to comply with this requirement may result in rejection of the proposal.**

**ATTACHMENT 1**

**RESIDENT VETERANS PREFERENCE CERTIFICATION**

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

## ATTACHMENT 2

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

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

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contributions(s): \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**—OR—**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**ATTACHMENT 3**

**DRAFT COPY**

**PROFESSIONAL SERVICES CONTRACT  
(Golf Pro Services)**

THIS AGREEMENT is made on the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF ALAMOGORDO, NEW MEXICO, a New Mexico municipal corporation (City), and \_\_\_\_\_, (Contractor).

WHEREAS, City is in need of purchasing professional services for golf pro services for the City properties described in Attachment 1 hereto; and,

WHEREAS, City issued Request for Proposal No. 2016-002 for Golf Pro Services dated ..., 2016; and,

WHEREAS, Contractor was awarded the contract at the City Commission meeting held on ..., 2016; and,

WHEREAS, Contractor is registered in the State of New Mexico to provide professional golf pro; and,

WHEREAS, City and Contractor are desirous of entering into this Professional Services Contract.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

CONTRACTOR AGREES:

1. That it is duly registered by the State of New Mexico to perform the golf pro services as described in RFP 2016-002 and the Scope of Work attached hereto as Attachment No. 1.
2. The work called for in RFP 2016-002, Attachment No. 1, attached hereto will be completed as specified.

3. That the Contractor will accept the sum of \$\_\_\_\_\_ plus gross receipts tax as payment.

4. That Contractor will not discriminate against any employee or applicant for employment to be employed in the performance of this contract with respect to that employee's hire, tenure, terms, or any matter directly or indirectly related to employment because of that employee's race, color, religion, national origin, sex, age, or ancestry.

5. That Contractor will faithfully and industriously, and to the best of its ability, experience and talent, perform all duties and tasks that may be required of Contractor pursuant to the terms of this agreement in a timely and professional manner.

6. That Contractor shall devote sufficient time, attention, knowledge, and skill to perform and complete this agreement.

7. That as this is a Professional Services Agreement, Contractor will perform the services personally or under its direct and immediate supervision. No portion of this contract may be assigned or subcontracted without the prior written approval of City.

8. That Contractor will not accept any assignments which would constitute a conflict of interest or which would in any way affect the professional golf pro services produced under this contract.

9. That Contractor has read and agrees to the New Mexico Department of Finance Administration bulletin concerning bribery and kickbacks attached hereto as Attachment 2.

10. That Contractor will comply with all state and Federal laws, rules and regulations and that it has a current Alamogordo Business Registration (if applicable) and New Mexico Taxpayer Identification Number.

CITY AGREES:

1. To tender payment to Contractor in the amount of \$\_\_\_\_\_ plus gross receipts tax within thirty (30) days of receipt of an invoice from Contractor.

**BOTH PARTIES AGREE:**

1. That this contract and the attachments hereto constitute the entire agreement between the parties.

2. This is a multi-term contract, commencing on or about ..., 2017 and ending on or about ..., 2025.

3. This Professional Services Agreement, including all extensions and renewals, shall not exceed forty-eight (48) months in duration for the base contract, and two (2) 2-year extensions.

4. That this contract shall be subject to the laws of the State of New Mexico and all suits resulting from this contract shall be brought in the County of Otero, New Mexico.

5. That this contract may be terminated by either party with or without cause upon thirty (30) days written notice to the other party. All notices sent pursuant to this contract shall be addressed as follows:

City:  
Veronica Ortega  
Community Services Director  
1376 E. Ninth St.  
Alamogordo, NM 88310  
(575) 439-4324

Contractor:

6. That neither party is an employee or principal of the other party and neither party expects to receive any of the benefits of employment by the other party. Contractor agrees that it is an independent contractor under the tests applied by the Internal Revenue Service and will comply will all taxation and other laws, rules, and regulations of the United States and the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this agreement on \_\_\_\_\_, 2016.

CONTRACTOR

By: \_\_\_\_\_

New Mexico Taxpayer Identification Number: \_\_\_\_\_  
Alamogordo Business Registration Number: \_\_\_\_\_

CITY OF ALAMOGORDO, NEW MEXICO  
a New Mexico municipal corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Maggie Paluch, Acting City Manager

ATTEST:

\_\_\_\_\_  
Rachel Hughs, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Lauren Truitt, City Attorney

## Attachment 4

### Desert Lakes Golf Course

#### Rounds of Play History (Reported by G & L Golf, Inc.)

<u>Rounds of Play</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
<b>January</b>	3363	2244	2951	3725	2647	2716	3313	2416	3012	2293	2663
<b>February</b>	3347	3407	3779	3654	3195	2184	3343	3090	3284	2970	3200
<b>March</b>	3667	4043	4404	4589	4361	4398	3812	4234	4002	3673	3799
<b>April</b>	4144	3538	4117	4442	4169	3913	4542	4077	3877	4347	4139
<b>May</b>	4407	4525	4644	4727	4426	4294	4582	4509	4143	4408	4319
<b>June</b>	4375	4209	4683	4489	4244	3949	4038	3959	3894	4482	4126
<b>July</b>	4833	4805	4717	4834	4781	4404	4617	4559	4371	4693	4101
<b>August</b>	4506	4459	4852	4905	4451	4151	4448	4604	4506	4246	4160
<b>September</b>	3785	3752	4158	4187	3803	3762	3891	3572	3410	3670	
<b>October</b>	3236	3615	3762	3575	3724	3622	3677	3515	3278	3128	
<b>November</b>	3269	2853	3303	3249	2832	2971	3285	2652	2573	2451	
<b>December</b>	2565	2541	2570	1770	2838	1691	2308	2301	2347	2153	
<b>Totals</b>	45497	43991	47940	48146	45471	42055	45856	43488	42697	42514	30507

**Note:** The Alamogordo Public Schools shall be allowed free use of the Desert Lakes Golf Course and the practice range for its golf team practices and matches.

**High School Tournaments** – The high school shall be allowed 3 - 5 weekdays during the year to hold tournaments for interscholastic competition.

## Attachment 5

### Rates

**All fees are current and commenced on July 1, 2016 - All Fees include tax. Current tax rate is .08%**

#### **Green Fees**

9 Hole Adult	\$ 11.88
9 Hole Junior	\$ 5.40
9 Hole Senior	\$ 10.80
18 Hole Adult	\$ 23.76
18 Hole Junior	\$ 10.80
18 Hole Senior	\$ 21.60

#### **Annual Golf Pass**

Annual 2 Senior	\$ 1,355.40
Annual Senior	\$ 907.20
Annual 2 Adult	\$ 1,506.60
Annual Adult	\$ 1,004.40
Business Pass	\$ 1,755.00

#### **Summer Pass - April through September**

Summer 2 Adult	\$ 766.80
Summer Adult	\$ 513.00

#### **Winter Pass - October through March**

Winter 2 Adult	\$ 766.80
Winter Adult	\$ 513.00

#### **Golf Cart Rental**

9 Hole Cart – Per Person	\$ 6.50
18 Hole Cart – Per Person	\$13.00

#### **Driving Range**

Small Basket	\$4.50
Large Basket	\$6.50
XLarge	\$8.50

## Attachment 6

### *Investment in Business, Inventories, Equipment, Fixtures & Improvements*

The investment amounts as of October 1, 2016 are as follows:

Inventory	Golf Shop	\$ 25,000.00
	Bar/Restaurant	\$ 10,000.00
Carts		\$ 90,000.00
Fixtures, Equipment, Improvements etc.		<u>\$ 325,000.00</u>
<b>TOTAL</b>		<b>\$ 450,000.00</b>

**The successful offeror shall arrange a buy-out with the incumbent contractor in the amounts stated in this attachment.**

***Attachment 7***

**Private Cart Owners**

Private cart owners with private cart privileges under an original agreement with the City of Alamogordo are listed below. These owners retain private cart privileges even if the City of Alamogordo decides to abolish private carts.

Glenn Henze	Cart stored in shed
Jesse Lane	Cart stored in shed
Mike Drunzer	Cart stored in shed
Lou Sitton	Owns and uses private car but does not use shed