



REQUEST FOR PROPOSAL
VILLAGE GREENS GOLF COURSE MANAGEMENT
2018-157

RESPONSE DUE DATE: November 27, 2018 3:00 PM



REQUEST FOR PROPOSALS ACKNOWLEDGEMENT AND ANTI-COLLUSION CERTIFICATION

The undersigned certifies that: (1) he/she is duly authorized to submit and execute this proposal; (2) the vendor and its principles, shareholders, members, partners, employees and/or agents have not and will not attempt to lobby (directly or indirectly) the Kitsap County Parks staff or any employees or agents of the City with regard to this proposal; and (3) That no employee of Kitsap County has any direct or indirect financial interest in any proposed or existing contract, purchase, work, sale or service to or by the county.

Company Name

Authorized Signature

Date

Print or Type Signatory Name

Address

Position / Title

City / State

Zip Code

Phone Number

Fax Number

Email Address

Web Page (if any)



Course Information

The Village Greens Golf Course is located at **2298 Fircrest Drive SE Port Orchard, WA 98366**

and consists of the following components:

1. It is a golf-only club being a 3,255-yard, 18 hole par 3/4 Executive Course with a covered driving range.
2. Practice greens and chipping area;
3. Clubhouse, restrooms, golf pro shop with office area;
4. There are no golf cart or paved cart paths;
5. Separate maintenance and storage sheds;

Village Greens Golf Course is a unique course with features that challenge avid golfers and welcome beginners. Located just off Mile Hill Road in Port Orchard. This hidden jewel is an 18-hole executive golf course that is described as fun, challenging and family friendly.

The County Commissioners are the final decision-making authority. The Management Company will provide report to the Assistant Parks Director on a regular and scheduled basis. The Assistant Director will be the point of contact for the management and will provide updates to the Parks Director and County Commissioners.

Proposers Scope of Responsibilities and Contract Compliance

Kitsap County Parks is seeking proposals for the performance of ALL aspects of the operations and management of the Village Greens Golf Course effective January 1, 2019.

Proposer should submit a detailed financial agreement with this response form.

The Management Company will act as an independent contractor and will be expected to provide, without the Counties assistance, all staffing, equipment, amenities, marketing, routine maintenance and repairs and services for the complete operation and maintenance of the property.

The County will negotiate the use of, or ownership of existing equipment, inventories, or other capital assets required, with set procedures to be followed for approval and procurement.

The Management Company will adhere to all services and responsibilities as specified in this RFP, including Exhibit A SCOPE OF WORK and Exhibit B GOLF COURSE MAINTENANCE.

The Management Company will, as requested, attend scheduled meetings with the County, quarterly, to provide updates on overall golf operations.

It is up to each Proposer to fully describe their approach to the specific service outlined in this RFP. Said written proposal should acknowledge and address briefly how the Proposer will be responsible for and manage, upon execution of a contract all operations and management aspects of the course including all duties and responsibilities as described in Exhibit A GOLF OPERATIONS SCOPE OF WORK and Exhibit B GOLF COURSE MAINTENANCE.

REPORTING REQUIREMENTS Monthly reports of activities shall be submitted by the Contractor. Reports to be submitted with the proposal should include, but are not limited to, the following. Describe the methods you will incorporate to be able to provide these reports.

1. Membership Report
2. Report of Promotional Events, Past and Future
3. Gross Revenue Statement/Pro Forma;
4. Expenditures Statement/Pro Forma
5. Inventory Report
6. Maintenance Conditions Report; and
7. Any Additional or Unresolved Issues and Their Resolution

Proposal Guidelines

1. The Proposer(s) warrants its response to this Request for Proposals to be fully disclosed and correct. The Proposer must submit a response complying with this RFP, and the information, documents and material submitted in the proposal must be complete and accurate in all material aspects.
2. The County reserves the right to accept or reject any or all statements of qualifications, or any part there, to waive all technicalities, and to accept the offer or offers that are determined to provide the best benefit to the City.
3. Proposers are advised that lengthy or overly verbose or redundant submissions are not necessary.

4. Proposers are required to bid on all components of the golf course operations.
 5. Proposals should be prepared in sufficient detail to permit the evaluation of the Proposer's understanding of the Scope of Services.
 6. Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide requested information may result in disqualification of response, at the Counties discretion.
 7. The proposal must be submitted on 8½"X 11" paper, numbered, typewritten, with headings, sections and subsections identified appropriately.
 8. Respondents shall submit one (1) evident original signed paper copy and three (3) additional paper copies, clearly identified as "copy" of its response including required attachments. Pages should be organized and numbered.
 9. Proposals must include the two (2) required forms found at the beginning of this RFP packet: a. REQUEST FOR PROPOSALS ACKNOWLEDGEMENT AND CONFLICT OF INTEREST QUESTIONNAIRE
 10. All proposals shall be received in the office location described below no later than 3:00 p.m. on November 27, 2018. Proposals received after the specified date and time shall not be considered and shall be returned unopened to the Proposer.
- ISSUING OFFICE:
- Kitsap County Department of Administrative Services
Colby Wattling
614 Division St. Port Orchard, WA 98366
360-337-4638 cwattling@co.kitsap.wa.us
11. Proposals received by telephone, facsimile or any other means of electronic transfer shall not be accepted.
 12. Proposers may withdraw their proposal by notifying the County in writing at any time before the time set for the proposal deadline. Proposers may withdraw their proposal in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals, once opened, become the property of the County and will not be returned to the Proposers.
 13. Bids will be considered irregular if they show any omissions, alterations of form, additions, conditions not called for, unauthorized alternate bids or irregularities of any kind. However, Kitsap County reserves the right to waive any irregularities and make the award in the best interest of the County.
 14. No additional information may be submitted, nor follow-up performed by any Proposer unless requested by the County, after the stated due date, outside of a formal presentation, if requested.
 15. The County reserves the right to request additional or clarifying information from a Proposer after a statement of qualifications has been submitted. Such information may be used to further evaluate the Proposer's statement qualifications.
 16. Any material changes to the Request for Proposal will be addressed by a formal issuance of a written addendum to all Proposers and responses that will become part of the proposed documentation.
 17. Oral instructions do not form a part of the proposed documents

Proposal Section

PROPOSAL SECTIONS: The proposal need not be a professionally printed document but must be typed, pages numbered, and the following sections addressed.

LETTER OF TRANSMITTAL

a. The Proposal letter shall be addressed to Kitsap County Parks Director, Jim Dunwiddie, and shall include at a minimum the following:

- i. Name of Individual, Partnership, Company or Corporation submitting proposal;
- ii. Contact information for proposal submittal questions and future performance questions;
- iii. Statement that all terms and conditions of the RFP are understood and acknowledged by the undersigned;
- iv. Signature(s) and title(s) of the representative(s) legally authorized to bind the Proposer.

EXECUTIVE SUMMARY

The Proposer will include an Executive Summary that states how they view this contractual opportunity and provides an overview of their approach. Also included should be Proposer's experience, past performance and capacity to deliver the proposed services.

Please provide a list of three (3) references that can describe your previous performance in the management, operations and facility maintenance for services comparable to those described in this RFP.

For each reference, detail:

- Name and address of entity (firm, city, company, etc.);
- Name, title, e-mail address, phone and fax of a contact for the entity;
- A number of years Proposer has served the entity;
- A brief summary of the scope of services provided, and type of contract (if any); and
- A brief summary of measures of success of your operations.

Provide legal history of the company including, but not limited to:

- List any history of claims, litigation, arbitration and termination for a cause associated with any work contracted on any project in the past ten (10) years.
- Has the Proposer had a contract terminated for default within the past ten (10) years?
- Has the Proposer filed any lawsuits, requested arbitration, or been involved in any litigation concerning your contract activity within the last then (10) years?
- Does the Proposer have any judgments, claims, arbitration proceedings or lawsuits pending?
- Has the Proposer filed for Chapter 7, 11 or 13 bankruptcies in the past ten (10) years?
- List any current litigation pending.
- If Proposer has no history of litigation, claims or disputes, please so state.

TRANSITION PLAN

Proposers should submit a transition plan indicating how the Proposer will assume the services provided by the County in a smooth and orderly manner. The Proposer should discuss their approach and methodology and should include interviews that may be conducted with current Kitsap County Staff.

MARKETING APPROACH

The Proposer shall outline the components of a marketing plan summary regarding their intent to increase rounds of golf. Marketing plans will be provided to the County for approval on a regular basis to ensure the portrayal of the Counties character and identity.

MANAGEMENT APPROACH

This section details the components to be included in the Proposer's Business Plan describing the services to be performed and the way they will be performed. Such description should, at a minimum, provide the following information:

- a. Proposer's understanding of the project;
- b. Examples of measurable goals and objectives that can be incorporated in the agreement;
- c. List of any exceptions taken to the provisions of this RFP; and
- d. Describe in detail your overall operations and maintenance program for the golf course including.

EVALUATION PROCESS OF PROPOSALS

EVALUATION METHOD

The Parks Director shall appoint an Evaluation Team to evaluate Proposals considering responses to criteria in the RFP. Upon completion of the evaluations, the Evaluation Team will recommend to the County Commissioners the Proposer(s) which offers the best value to Kitsap County, taking into consideration the importance of the evaluation factors set forth below.

1. **Evaluation of Proposals** the Evaluation Team will review and evaluate the proposals for the purpose of ranking them in relative position based on how fully each proposal meets the criteria for each category. The County shall be the sole judge of its best interests and evaluation of Proposals. The County decision will be final. The ranking of Proposals will be at the sole discretion of the Evaluation Team.

The County reserves the right to negotiate a contract with the highest evaluated Proposer as determined by the Evaluation Team. The County reserves the right to negotiate with the selected Proposer the exact terms and conditions of the contract. Should negotiations with the highest evaluated Proposer not produce an acceptable contract, the County reserves the right to begin negotiations with the second highest qualified Proposer, and so on, until an acceptable contract is negotiated, or to break off negotiations with all firms and not award a contract. The responsibility for final selection and award of a contract rests solely with Kitsap County Parks and its commissioners which has the sole discretion at which option they believe will best meet the interest of the community. The County shall not be liable to any Proposer for costs associated with responding to this RFP, of Proposer's participation in any oral interview, or any cost associated with negotiations.

The County reserves the right to accept or reject any or all proposals with or without cause, to waive technicalities, or to accept the proposal, which, in its judgement, best serves the interest of the County. In the event contract(s) are to be awarded, it will be to the Proposer that demonstrates, in the Counties opinion, the highest degree of compliance with the evaluation criteria, who will, after that, enter into a written Agreement with the County. The Proposer(s) understands that this RFP does not constitute an agreement or a contract with the Proposer. The County reserves the right to reject all proposals, to waive any formalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety.

2. **Award** The bid award is intended to be made by December 15, 2018, however the County reserves the right to take up to ninety (90) days after the opening of the bids, being the sole discretion of the County. The award shall be based upon the evaluation of all information as the County may request. No award will be made until after investigations are made as to the responsibilities of the best bidder. Further, the County reserves the right to enter into any contract deemed to be in the best interest of the County.

3. **Public Notice of Award or Decision to Award** Public notice of the award or the announcement of the decision to award shall be provided by posting the appropriate notice on the City's website www.kitsapgov.com/parks section, and mailing notice to the Proposers who submitted their proposals in response to the situation.

Terms and Conditions For Contractors

A. ISSUING OFFICE AND CONTACT FOR QUESTIONS. All questions concerning this Request for Proposal shall be in writing, on or before November 12th, 2018

The proposed timetable for the award based on this Request for Proposal is as follows:

November 2018- ISSUANCE OF RFP

November 12, 2018 3:00 PM - Written clarification questions to be submitted to:

Colby Wattling
cwattling@co.kitsap.wa.us

On or before November 16, 2018- County response to clarification questions

November 27, 2018 3:00 PM- Final proposal to be received

November 28-30, 2018- Proposals Review by evaluation team

December 11, 2018- Proposal recommendation made to County Commissioners

December 18, 2018-Final Decision Deadline (County does reserve the right to take up to 90 days to, if needed)

B. INQUIRIES / INTERPRETATIONS All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the ASSISTANT DIRECTOR in writing before the due date; failure to do so, on the part of the Proposer, will constitute acceptance by the Proposer of any subsequent decision.

C. DELAYS the County, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the County to do so. The County will notify Proposers of all changes in scheduled due dates by posting the notification on the City's website, www.kitsapgov.com/parks.

D. SUBMITTAL the Proposer shall submit the following documents/information:

1. Cover page of Request for Proposal with signature, title and date;
2. Respondent's Financial Proposal Form;
3. Response to Request for Proposal consistent with the guidelines specified in the Proposal Guidelines section.

E. PROPOSAL OPENING Proposals must be delivered to the Kitsap County Parks Department in a sealed package, clearly marked on the outside, RFP 2018-158, the Date and Time of Closing, and the name and address of the Respondent by 3:00 p.m. on November 27, 2018.

Interested vendors must submit a RESPONSE PACKET of one (1) original and three (3) copies:

Please submit by mail to:

Colby Wattling, Buyer
Kitsap County Purchasing Office
614 Division Street, MS-7
Port Orchard, WA 98366

OR

For hand delivery, express, or courier:

Colby Wattling, Buyer
Kitsap County Administration Building
Purchasing Office – Fourth Floor
619 Division Street
Port Orchard, WA 98366

F. ACCURACY OF QUALIFICATION INFORMATION Any Proposer, which submits its proposal to the County any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration.

G. LICENSES Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Washington before the signing of a final contract. This requirement shall include all licenses, certifications and permits as required in the Scope of Work. Should the Proposer not be able to obtain licenses and certifications, then contract and/or negotiations will be terminated. Any permits, licenses or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Proposer. The selected Proposer shall be responsible for knowledge of and compliance with all relative local, state and Federal codes and regulations.

H. THE AFFIRMATION By submission of an RFP, Proposer affirms that his/her proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services.

I. MISTAKES IN QUALIFICATION Proposers are expected to examine the terms and conditions and all instructions about the RFP. Failure to do so will be at Proposer's risk. Proposals having erasures or corrections must be initialed in ink by the Proposer.

J. ADVERTISING In submitting a proposal, Proposer agrees not to use the results from any location as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the County.

K. EQUIPMENT Contractor will provide all equipment necessary for the operation of the course. Current equipment may be negotiable upon awarding of contract.

L. SPECIAL TERMS AND CONDITIONS

1. Abandonment or Default: A Respondent who abandons or defaults on work which uses the County to purchase goods or services elsewhere may be charged the difference in cost of goods, services or handling, if any, and may not be considered in the re-advertisement of the goods or services and may not be considered in future solicitations for the same type of work unless the scope of work is significantly changed.

2. If the respondent defaults on the contract, the County reserves the right to cancel the contract without notice and either resolicit or re-award the contract to the next best responsive and responsible respondent. The defaulting respondent shall not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.

3. Cancellation: The County reserves the right to cancel the Agreement for default of all or any part of the undelivered portion of the order if the Respondent breaches any of the terms hereof including warranties or becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies, which the County may have in law or equity. Upon award, this contract may be cancelled, without penalty, by either party by providing thirty (30) days written notice of the other party. Termination under this paragraph shall not relieve the respondent of any obligation or liability that has occurred before cancellation.

4. If either party retains an attorney to enforce the contract, the party prevailing in litigation, as determined by a court of law, is entitled to recover reasonable attorney's fees and court costs.

5. The construction and validity of the contract shall be governed by the laws of the State of Washington. Venue for any legal action commenced hereunder shall be in a court of appropriate jurisdiction in Kitsap County, WA.

6. Nothing in the Contract is intended to, or shall have the effect of, waiving any privileges or immunities afforded the County under Washington State law including, but not limited to, sovereign immunity or official immunity, and it is expressly agreed that the County retains such privileges.

M. DAMAGE CLAIMS the Respondent shall be responsible for damage to the County equipment or property, the workplace and its contents by its work, negligence in work, its personnel or equipment. The Respondent shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work. The respondent shall defend, indemnify and hold harmless Kitsap County, all of its officers and employees from and against all claims, actions, suits, demands, proceedings costs, damages and liabilities, arising out of, connected with, or resulting from, any acts or omissions of respondent or any agent, employee, sub-Respondent or supplier of Respondent in the execution or performance of this contract.

N. RIGHT TO AUDIT the Respondent agrees that the representatives of the Office of the State Auditor or other authorized representatives of the County shall have access to, and the rights to audit, examine, or reproduce all records of the Respondent related to the performance under this Agreement. The Respondent shall retain all such records for a period of three (3) years after final payment on this Agreement or until all audit and litigation matters, that the County has brought to the attention of the Respondent, are resolved, whichever is longer.

Respondent understands that acceptance of funds under this contract acts as acceptance of the authority of the County to conduct an audit or investigation in connection with those funds. Respondent further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Respondent shall ensure that this clause concerning the authority to audit funds is received indirectly by sub-Respondents through the respondent and the requirement to cooperate is included in any subcontract it awards.

O. RESPONDENT RESPONSIBILITIES

1. The respondent shall comply with all federal, state and local laws, statues, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the contract include, if applicable, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, respondent shall furnish the County with satisfactory proof of its compliance.

2. The Respondent shall fully and timely provide all deliverables described in the Solicitation, Contract/Purchase order and in the Respondent's response in strict accordance with the terms, covenants and conditions of the Agreement and all applicable Federal, State and Local laws, rules and regulations.

P. AWARD OF CONTRACT

1. A response to a solicitation is an offer to contract with the County based on the terms, conditions and specifications contained in the solicitation. Responses do not become contracts unless it is accepted through an authorized, signed, and approved County Contract.

2. This contract shall be conducted in accordance with Washington Local Government Codes. The contract shall consist of the RFP; any questions and answers and/or addenda as a result of the submitted written questions; the Successful Respondent's response; any City request for a Best and Final Offer; any successful respondent's Best and Final offer; the Notice of Award; and any subsequent written amendments agreed to by the City and the Respondent (the "Contract Documents").

4. This contract is void if sold or assigned to another company without written approval of the County. Written notification of changes to company name, address, telephone number, etc. shall be provided to the Contract Administrator as soon as possible, but not later than thirty (30) days from the date of change.

Whenever used in the Request for Proposal and purposes of any notices under this contract, Contract Administrator.

Q. SPECIFICATIONS The services performed shall be in accordance with the purchase specifications herein. The County shall decide the answers to all questions that may arise as to the interpretation of the specifications and the quality, or acceptability of work performed. The County shall decide the rate of progress of the work and the acceptable fulfillment of the service on the part of the respondent.

R. PATENTS OR COPYRIGHTS The respondent agrees to protect the County and each participating municipality from claims involving infringement of patent or copyrights.

S. DISPUTE RESOLUTION If a dispute or claim arises under an Agreement, the parties agree to resolve the dispute or claim by appropriate internal means. If the parties cannot reach a mutually satisfactory resolution, any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, County and Respondent shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the parties.

County and Respondent hereby expressly agree that no claims or disputes between the parties arising out of or relating to the Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

T. EXCEPTIONS AND SUBSTITUTIONS Exceptions/variations from the specifications may be acceptable provided such variations, in each instance, is noted and fully explained in writing and submitted with proposal. No substitutions or changes in the specifications shall be permitted after award of bid without prior written approval of the City Manager or their designee.

U. No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of the County. The respondent shall coordinate and obtain approval for the following activities, which include but are not limited to: orientation sessions, sales calls, customer user seminars and general mailings to municipalities.

V. PUBLIC INFORMATION ACT Information, documentation and other material in connection with this solicitation and any resulting contract are subject to public disclosure after the award has been made by The Office of the Commissioners and the Evaluation Team. Responses may include proprietary or confidential information. The County shall take reasonable precautions in protecting such information provided according to the Act. Requests for this information must be submitted in writing to the County Administrator.

Y. ANTI-LOBBYING AFFIDAVIT By executing the response to the RFP, the Respondent agrees to the following terms and conditions of the RFP. From and after the deadline for submission of the initial response, RFP #01-001, the Respondent, its employees, officials, agents and sub-Respondents shall not communicate or attempt to communicate about this RFP and the entity's response with City personnel, the evaluation committee members and the other City officials involved in making recommendations or decisions for award of contracts arising from this RFP; provided, however the entity, its employees, officials, agents and sub-Respondents shall be allowed to participate in the City sponsored evaluation process, in the form authorized.

Further, the Respondent shall not, through indirect means of unpaid associates, volunteers or other person, communicate or attempt to communicate about the Respondent's response to any County personnel, the evaluation committee members or the other County officials involved in making recommendations or decisions for award of contracts arising from this RFP. The Respondent understands and agrees that violation of this requirement may result in rejection of its Proposal as a violation of the terms and conditions of the procurement process.



EXHIBIT "A" GOLF OPERATIONS SCOPE OF WORK

The scope of work covered by these Golf Operations Specifications consists of providing labor; services; materials; supplies; selecting golf shop furniture, fixtures, equipment, inventory for sale; and other items as may be required to support the operation and management of a quality municipal golf course, golf shop and practice facility. Services according to these specifications shall commence at a time necessary for the Contractor to adequately prepare for the start of revenue producing operations and will continue until termination of the agreement between the golf operations Contractor and the County.

A. AGREEMENT TERMS

1. Golf Operations as specified herein are part of the "Golf Course Operating Agreement" between the County and the Contractor.
2. As part of the operating agreement, Contractor will be responsible for all expenses including, but not limited to, payroll and payroll expenses, outside services, materials, utilities, equipment and supplies necessary to perform the scope of work. The County reserves the right from time to time, as conditions warrant, to hire outside golf course operations consultants at Counties expense to inspect the golf course and Contractor agrees to carry out reasonable recommendations of the City made because of the inspection(s).
3. The Management Company shall be responsible for payment of all capital improvements or repairs (incident/occurrence), which occurs to the course, buildings, fixtures, and structures from the operating expenses.
4. The Management Company will provide the appropriate amounts and coverage of insurance meeting the following minimum requirements:
 - a. Coverage only through insurance companies being authorized to transact business in Washington and holding a rating of at least "A" by AM Best, or other equivalent rating service;
 - b. Naming Kitsap County as additional insured to all applicable coverage where appropriate (except for workers compensation insurance);
 - c. Providing a waiver of subrogation indemnifying and holding the County harmless from any liability arising from the management, operation of the golf course and any related facility responsibilities;
 - d. Statutory workers compensation insurance as required by state law;
 - e. Public Works General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) explosion, collapse and underground (if high risk or dangerous activities);
 - f. Umbrella Coverage or Excess Liability Coverage of \$1 Million Dollars; and
 - g. Professional Services Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.



B. PERSONNEL & SUPERVISION

1. Contractor will be responsible for determining and maintaining the necessary number of personnel for the performance of the work according to these specifications and other terms contained in the agreement documents.
2. Contractor will be responsible for all personnel aspects including but not limited to hiring, training, managing, scheduling, compensation, all required local, state and federal reporting.
3. It will be the responsibility of the Contractor to ensure compliance to all local, state and federal labor laws.
4. Contractor must provide all necessary staff to prepare and provide services and adhere to all relevant regulations and standards, including but not limited to the Health Department.

C. HOURS OF OPERATION

1. The Contractor will be responsible for proposing the appropriate number of hours necessary to efficiently operate.
2. The food and beverage services are expected to operate the number of days and hours per week during the golf season, in a casual environment, as is determined and agreed upon between Contractor and County to meet the needs of the golf course patrons. At a minimum, the beverage operation is expected to be open when the Pro Shop is open. The Contractor can, of their choosing, be open outside the operating hours of the Pro Shop.
4. In the event play and/or use must be suspended on the golf course due to inclement weather conditions, the decision on when to allow use and/or play to resume will be made by the Contractor.

D. ACCOUNTING/FINANCIAL REQUIREMENTS

1. The Contractor shall maintain a system of accounting that accounts for all monies received at the time of sale and at any time be prepared to submit accurate records of all transactions.
2. A register receipt, showing a correct date and time of issue and amount paid, shall be tendered to every individual or group paying for fees, goods, rentals or services.
3. All monies specified and due to the County shall be paid to the Parks Department monthly, commencing with the first operating month. The remaining payments will be due and payable on the 15th day of each month thereafter, or, if the 15th day of a specified month falls on a Saturday, Sunday or holiday, by the next business day following the 15th day of the month which is not a Saturday, Sunday or holiday.
4. The County shall have the right, and plans to exercise the right, to the examination of all accounting records with little to no notice.
5. The County shall have the right, and plans to exercise the right, to the performance of an annual independent audit performed by the Certified Public Accountant selected by the County.

E. MARKETING

1. Develop and implement marketing strategies for promotion of special group and tournament play, particularly on days, and during periods, of low demand.

2. Promote golf and golf-related activities.

F. CLUBHOUSE AND GOLF SHOP

1. The Contractor may offer for sale goods consistent with the quality of goods sold at equivalent golf courses.

2. Contractor shall provide all fixtures necessary for the display and sale of merchandise.

3. Contractor shall not offer for sale or rental any item of merchandise which the County deems objectionable or beyond the scope of the agreement.

6. All rates, including green fees, rentals and price point of goods for resale will be set by the Management Contractor. Competitive prices for the same or similar goods sold at the equivalent quality golf course in the area and consistent with the cost to provide such goods.

G. GOLF AND OTHER SERVICES

1. Contractor will be responsible for providing all Golf Services at the Course including, at a minimum, the following services and activities:

a. Manage equipment rentals, if necessary.

b. Supervise and control the reservation process, i.e. tournaments, etc.

c. Collect and deposit all daily revenues, including, but not limited to, monies from green fees, merchandise sales, equipment rentals, lessons, tournaments, give certificate sales, multi-play cards and membership programs.

d. Promote golf and golf-related activities in cooperation with existing golf clubs, organizations, tourist development and Kitsap County.

e. Schedule and facilitate golf tournaments, clinic and junior golf promotions that meet with the Counties image and priorities.

f. Attend meetings, as requested, with the County to provide updates on golf course matters.

g. Work cooperatively and collaboratively with the supervision of maintenance, food and beverage and County management staff to provide a positive golf experience for all users.

h. The Contractor shall provide all complimentary, necessary and consumable golf supplies including scoring pencils and scorecards.

2. Practice Areas

a. The Contractor shall be responsible for the quality operation of the practice facility.

3. Reservations and Group Tournament Services

a. The Contractor shall provide group event, tournament and outing scheduling services without discrimination.

b. Any special requirements for group-tournament play will be established by the Contractor, conveyed when reservations are booked and communicated by golf operations staff as groups are checked in.

4. Golf Green Fees

a. Fees and Charges

- i. Contractor shall keep current a comprehensive schedule for fees for golf play and rentals. Standard fees shall be displayed and posted where appropriate.

H. FOOD, BEVERAGE & CATERING REQUIREMENTS

1. Experience- The Contractor must demonstrate a working knowledge of beverage service management and obtain all necessary, and required, licenses and permits.

The Contractor must obtain and keep current all relevant licenses and permits necessary to run any indoor and outdoor food and beverage service, if necessary.

Contractor shall be responsible to maintain all required Washington Alcoholic Beverage Commission permits and licenses throughout the term of the agreement. The Contractor shall be held responsible for the legal serving of all patrons and customers, in accordance with all WABC rules, statutes and the Washington Alcoholic Beverage Code.

I. GOLF COURSE MAINTENANCE

1. The golf course, clubhouse, driving range, and all other amenities should be maintained at industry standard, or above standard.