



London Breed, Mayor
Philip A. Ginsburg, General Manager

REQUEST FOR PROPOSALS
for the
Management and Operation of the Pro Shop Concession
at
Golden Gate Park Golf Course



CITY AND COUNTY OF SAN FRANCISCO
LONDON BREED, MAYOR

SAN FRANCISCO RECREATION and PARK COMMISSION

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Commissioner JOE HALLISY
Commissioner ANNIE JUPITER JONES
Commissioner VANITA LOUIE
Commissioner LARRY MAZZOLA



NOTICE

In order to directly receive any possible amendments to or additional information regarding this RFP you must e-mail eric.k.jue@sfgov.org to register as a potential applicant. Please include all contact information: name, email, address, phone number and cell phone.

All proposals must be received by Property Management of the Recreation and Park Department no later than 3 p.m. on July 27, 2022.
Late proposals will not be accepted.

Issued: Tuesday, June 21, 2022

Due: July 27, 2022

Summary of the RFP Golden Gate Park Golf Course

Opportunity:	Management of the pro shop, food and beverage operation, 8-station driving cage, starter functions and golf lessons at the 9-hole golf course in Golden Gate Park.
Location:	Off 47 th Avenue (from Fulton Street) in the western end of Golden Gate Park.
Financial Requirements	Respondents should propose the following annual rent which will be the higher of: • Minimum annual guarantee to be paid on a monthly basis of not less than \$275,000 to be increased annually by CPI. • Percentage of greens fees and other concession revenues (can be different percentage for each) The Department is also seeking proposals where the tenant would make capital improvements to the golf course including a new irrigation system and provide equipment and supplies for future maintenance. See below for more information.
Suggested Lease Term:	Up to six (6) years with a possible option term of up to an additional nine (9) years for any significant capital improvements or enhancements that are approved by City and Lessee-funded within the first two (2) years of the lease.
Selection Process:	Responses will be evaluated by a selection committee and ranked on how well they meet the project objectives and selection criteria described in this RFP. The Department may request additional information from respondents during this process. Final approval of the lease must be approved by the Recreation and Park Commission and is also expected to be approved by the San Francisco Board of Supervisors.
Pre-submittal Meeting:	Wednesday, June 29, 2022, 10:00 a.m. on a virtual zoom meeting. Please contact Eric Jue at Eric.k.jue@sfgov.org to receive an invite to the meeting.
Proposal Due Date:	No later than 3:00pm on Wednesday, July 27, 2022 Responses must be submitted to the below contact and should include two hard copies (one of which can be easily duplicated) and a flash drive.
Contact:	Eric Jue Recreation and Park Department 501 Stanyan Street San Francisco, CA 94117 415-831-2783 eric.k.jue@sfgov.org

Request for Proposals for Golden Gate Park Golf Course

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- A – 5-year usage and revenue actuals**
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I. INTRODUCTION

The Recreation and Park Department (“Department”) thanks you for your interest in this Request for Proposals (“RFP”) to manage the golfing and food and beverage operations at Golden Gate Park Golf Course (“GGP Golf Course”). The Department believes that this 9-hole course serves certain segments of the golfing public and hopes to receive unique and innovative proposals for programming ideas. It is the perfect location for beginning players, for operating a junior golf program, for senior golfers, for more accomplished players to hone their game and for the golfer who wants to sneak in a few rounds after work.

The successful respondent (“Lessee”) will be responsible for all aspects of the day-to-day operations of the course, except for the golf course maintenance duties, which will continue to be performed by City personnel. We are seeking responses from individuals or entities (partners whose collective experience totaling the required minimum will be accepted) with at least:

- 3 years in golf management experience
- 2 years in food service experience
- \$100,000 in liquid assets
- a proven track record in developing and implementing a wide variety of golf programs - especially for youth, families and seniors.

The lease (“Lease”), will be negotiated with the City using the City’s standard lease. The standard lease is attached as Appendix B to this RFP. The Lease terms contains a more detailed description of applicable terms and conditions. Respondents to this RFP should carefully review all of the standard lease terms before preparing their proposals.

II. THE OPPORTUNITY AND GENERAL INFORMATION

A. The Facility and Surrounding Environment

Golf Course: Golden Gate Park Golf Course is a nine-hole par 27 course that is 1,357 yards long and is within one of the country's most magnificent urban park settings. The course is located in the western end of Golden Gate Park near 47th Avenue and Fulton Street in San Francisco. The course was originally opened in 1949 as a "Pitch and Putt" course. The course also has a putting green and an 8-station driving cage.



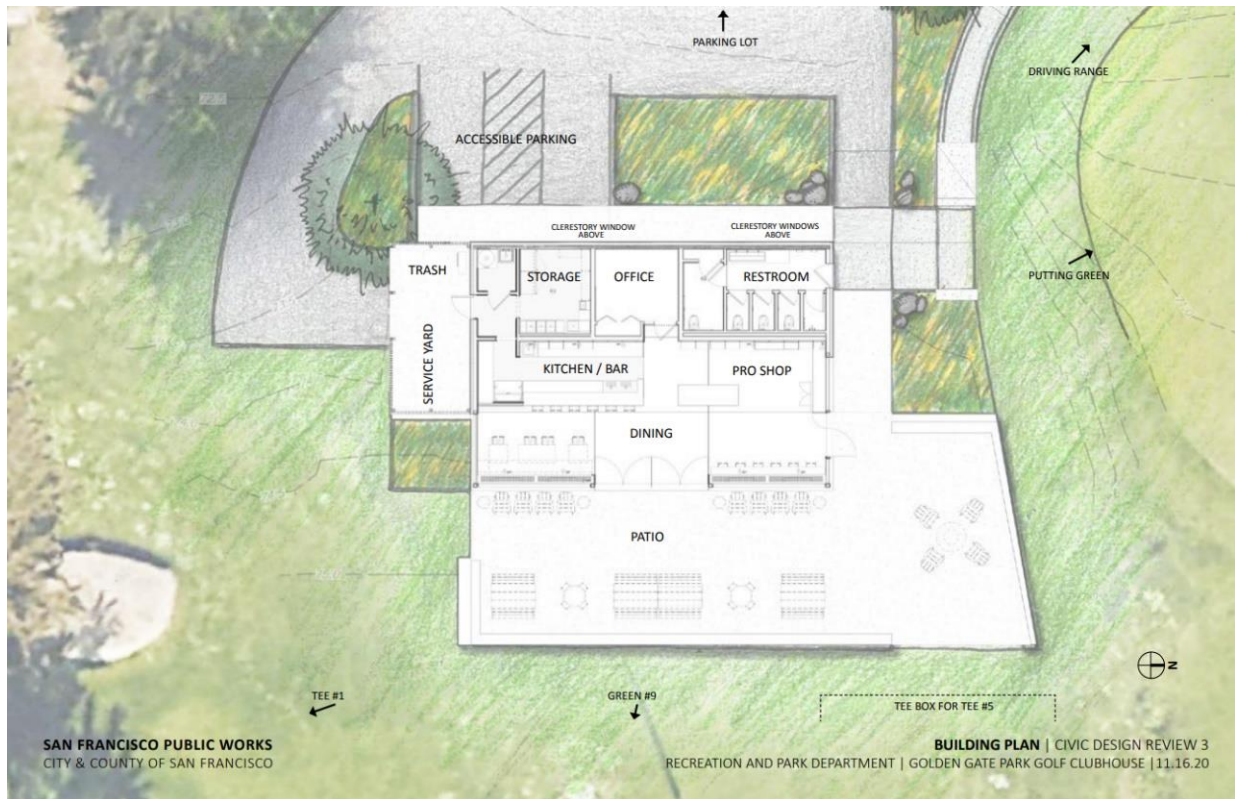
The course is popular with the community and had the following rounds of golf played over the past 5 years.

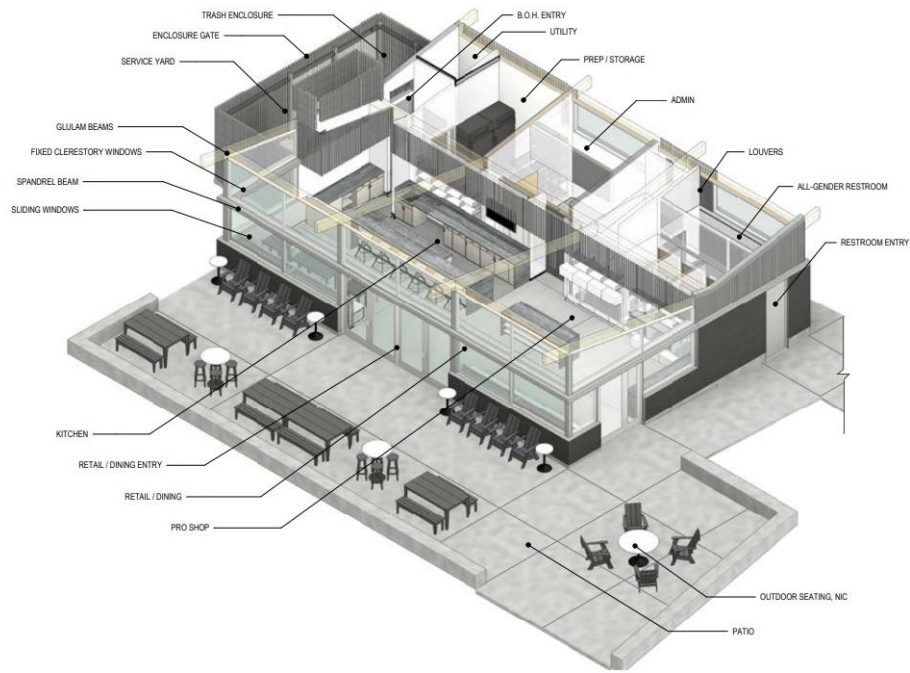
Calendar Year	Weekday					Weekend					Overall
	Resident Adult	Resident Senior	Junior	Standard	Twilight	Resident Adult	Resident Senior	Junior	Standard	Twilight	Total
2017	2,612	2,827	2,134	4,805	3,478	3,004	878	1,518	8,058	2,686	32,000
2018	3,060	2,644	1,884	4,475	2,784	3,079	939	1,392	7,768	2,474	30,499
2019	3,266	2,807	2,482	4,894	3,643	3,466	863	1,693	7,494	2,338	32,946
2020	4,401	4,542	4,207	5,093	2,041	3,415	1,017	2,277	4,741	1,637	33,371
2021	6,249	4,778	3,019	8,614	3,361	4,473	1,192	2,351	8,431	2,296	44,764
Total	19,588	17,598	13,726	27,881	15,307	17,437	4,889	9,231	36,492	11,431	173,580
5 year AVG	3,918	3,520	2,745	5,576	3,061	3,487	978	1,846	7,298	2,286	34,716
% of total rounds	11.28%	10.14%	7.91%	16.06%	8.82%	10.05%	2.82%	5.32%	21.02%	6.59%	

Clubhouse: In addition to the golf course, there will be a new 1,560 square foot (1,330 square foot of usable space) Clubhouse building designed to replace and improve the old Clubhouse building (damaged by a fire in 2018).

The Clubhouse has been designed to provide a golf pro shop, a food and beverage concession, a public restroom, back-of-the house spaces for required utilities and storage. The site improvements will provide two accessible parking spaces and an accessible pathway to connect the building patio to the putting greens and driving range, an 8-station driving cage, located in the western end of Golden Gate Park near 47th Avenue and Fulton Street in San Francisco.

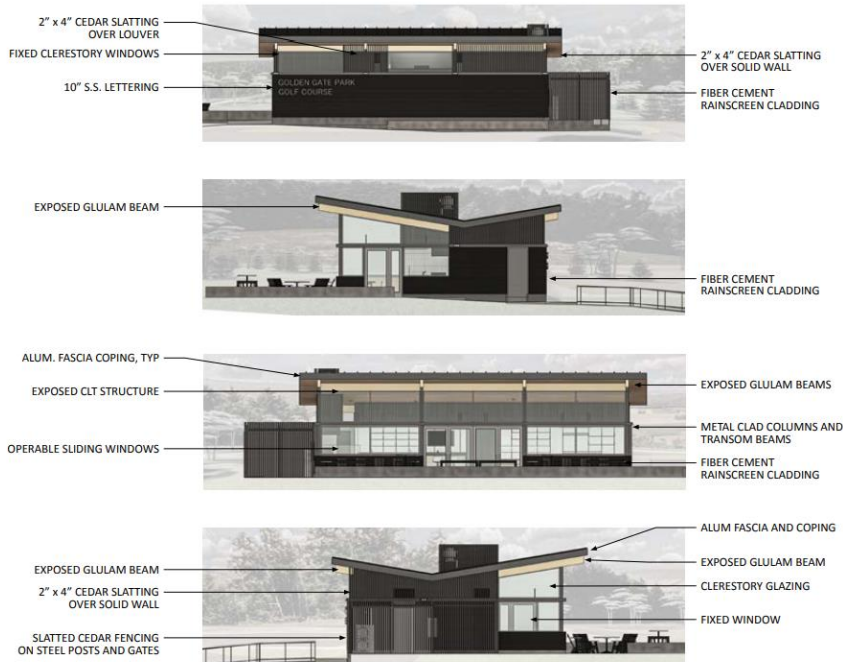






SAN FRANCISCO PUBLIC WORKS
CITY & COUNTY OF SAN FRANCISCO

PROGRAM AXONOMETRIC | CIVIC DESIGN REVIEW 3
RECREATION AND PARK DEPARTMENT | GOLDEN GATE PARK GOLF CLUBHOUSE | 11.16.20



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ELEVATIONS | CIVIC DESIGN REVIEW 3
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B. Goals of RFP:

The goals of this RFP are to ensure that the Lessee will activate this vibrant community space, maintain the continued operation as an important regional recreational resource, improve accessibility for the general public and to avoid the displacement of the diverse user groups that rely upon the well-established recreational and cultural opportunities that the Golf Clubhouse and course provides. In addition, the RFP should provide access for all youth of San Francisco to learn golf.

Another goal of the RFP is to provide funding to improve the golf course. The golf course irrigation system was installed in 1998 and while functional, it is subject to frequent breakage and limitations. The Department is also seeking proposals where the tenant would provide capital to improve the golf course including a new irrigation system, putting surfaces and resculpting of the golf course. The new irrigation system should allow for proper irrigation of site and provide Hunter irrigation control and heads. The new installation will require PVC purple pipe installation for use of recycled water.

The Department will perform all maintenance of the golf course. However, in addition to golf course improvements, the tenant should consider providing the Department additional equipment to ensure proper maintenance of the course going forward including 2 reel master 4500 reelmaster mowers with extra reels, 2 trimax 3100 mowers with extra reels, 1 multipurpose sand pro, and 1 toro workman.

C. Current Operator:

In 2011, the Department conducted a Request for Proposals for a new operator. First Tee of San Francisco, operating through the Golden Gate Park Golf Development Foundation, was selected and has operated the facility since December 1, 2013. The lease provided that the operator would pay rent of \$225,000 (subject to CPI) plus a percentage share of Green Fee Receipts. Since December 1, 2020, First Tee has been operating on a month-to-month basis reflecting the limited clubhouse and expected construction impact and has paid a percentage of greens fees and concessions.

Total Rent paid for the past 5 years is listed below:

GOLDEN GATE PARK GOLF RENT PAYMENTS				MAINTENANCE FEES Remitted*
LEASE YEAR Dec-Nov	BASE RENT	PERCENTAGE RENT	TOTAL RENT	
2016-17	\$225,000.00	\$150,075.00	\$375,075.00	n/a
2017-18	\$225,000.00	\$151,550.00	\$376,550.00	\$7,994.00
2018-19	\$234,810.76	\$204,974.00	\$439,784.76	\$58,344.00
2019-20	\$242,476.16	\$159,283.00	\$401,759.16	\$51,594.00
2020-21	\$242,476.16	\$207,352.20	\$449,828.36	\$79,588.00

***Maintenance Fees are remitted directly to the department and are not included in rent. See section G below for Greens Fees information.**

D. Use of the Facility

The Lessee shall be expected, at a minimum, to provide the following services:

- Pro Shop. Hiring and managing a competent staff to handle the day-to-day business operations of a 9-hole course and 8-station driving cage, managing a smooth flow of play by coordinating all tee times, managing tournaments, teaching individual and group golf lessons, ordering product, merchandising and marketing.
- Food and Beverage. Developing a varied food and beverage offering comparable to that offered at similar golfing facilities.
- Equipment rentals. Offering a variety of golf clubs for rental and pull carts.

E. Web Presence

To effectively market the course and its offerings, Lessee will be expected to develop a web page detailing pertinent information for golfers and provide online Tee Times. The website will be able to be linked to the Department web page to better access potential users of the course.

F. Branded Products

The Lessee may develop, in conjunction with the Department, golf products, including items of clothing that are “branded” with a “Golden Gate Park Golf” logo, artwork or words (collectively “Logo”). The Department must approve all products that are to receive the Logo. At the termination of the lease, any Logo shall become the property of the City.

G. Greens Fees

The Lessee will be required to charge greens fees that have been approved by the City. The current fees in effect on the date of this RFP are:

FEE SCHEDULE for GOLDEN GATE PARK GOLF COURSE				
		Weekdays		Weekends & Holidays
Standard		23.00		27.00
Resident		18.00		20.00
Senior Resident		15.00		18.00
Junior		8.00		10.00
Twilight		15.00		17.00
Tournament		39.00		43.00

- Fees in the schedule above include a maintenance fee of \$2 per 9 holes for all but the Junior fees. The entire maintenance fee will be required to be remitted to the Department in full on a monthly basis and will not be considered part of any rent payment.
- Resident fees are set by the Park Code and are subject to annual cost of living increases. Any other changes to Resident fees require approval of the San Francisco Board of Supervisors.

- Nonresident fee changes may be approved with the Department’s permission based on market conditions.
- The Tournament rate only applies only to the San Francisco Family tournament.

Flexible Pricing Option

Temporary fee increases and/or decreases in fees may be made from time to time, based on one or more of the following factors: the type of use, fluctuations in customer demand at particular times or on particular days or dates or as among different Golf Courses, rates at comparable courses, and course conditions subject to the following limitation for resident rates:

- (1)¹ discounts of up to 50% for Resident Rates;
- (2)¹ increases of up to 50% for Tournament Rates; and
- (3)¹ increases of up to 25% for Resident Rates.

H. Golf Instruction

The Lessee will be required to develop a comprehensive instruction program offering golf lessons to the general public. Lesson fees are to be set at market rate.

I. Revenue History

Attached as Appendix A are charts detailing rounds and greens fee revenues as well as reported ancillary income for the past 5 years.

J. Days and Hours of Operation

Currently, the City guidelines for operation of its golf courses state the courses shall be open 365 days per year from sunrise to sundown. An amended schedule may be proposed by the respondent but must be approved by the Department prior to implementation.

K. Prohibited Items

Lottery tickets and tobacco products may not be sold on the premises.

III. PROPOSED RENT AND KEY LEASE TERMS

Upon successful completion of negotiations with the selected Respondent, the Department anticipates entering into a lease for the operation opportunity at Golden Gate Park Golf Course as described above. This section briefly describes key lease terms required by the Department. Respondents will be required to indicate acceptance of these key lease terms, and to submit a proposal that is consistent with these terms. The actual terms of the Lease will be negotiated with Department staff and are subject to final approval by the San Francisco Recreation and Park Commission (the “Commission”) and, if required, the San Francisco Board of Supervisors.

A. Form of Agreement

The form of this lease will be the City’s standard lease requiring the Lessee to collect and retain all revenues from the business operations at Golden Gate in exchange for a base rent lease payment and possible participation rent to the City. The maintenance fee will collected by the Lessee and will be required to be remitted monthly to the City and is not considered to be rent. Please see

Appendix B for the City's standard form lease.

B. Minimum Annual Guarantee

Respondent shall propose a minimum annual guarantee lease payment to cover a portion of the Department's course maintenance costs and overhead. The City expects the minimum annual guarantee payment to be at least \$275,000 (to be increased annually by CPI), to be paid on a schedule, as determined in the lease negotiations.

C. Percentage Rent

Respondent shall propose a shared revenue plan for a percentage of revenue received from greens fees (excluding the maintenance fee) and other concessions. Rent due will be the higher of this percentage rent or the minimum annual guarantee described above. The Department recommends a different proposal for greens fee revenue and other revenue. This shared revenue plan will be a primary component in the proposal evaluation for Proposed Financial Terms.

D. Capital Improvements

The Department is also seeking proposals where the tenant would provide improvements to the golf course. The golf course irrigation system was installed in 1998 and while functional, it is subject to frequent breakage and limitations. The Department is also seeking proposals where the tenant would provide capital to improve the golf course including a new irrigation system, putting surfaces and resculpting of the golf course. The new irrigation system should allow for proper irrigation of site and provide Hunter irrigation control and heads. The new installation will require PVC purple pipe installation for use of recycled water.

The Department will perform all maintenance of the golf course. However, in addition to golf course improvements, the tenant should consider providing the Department additional equipment to ensure proper maintenance of the course going forward including 2 reel master 4500 reelmaster mowers with extra reels, 2 trimax 3100 mowers with extra reels, 1 multipurpose sand pro, and 1 toro workman.

E. Term

The term is for up to six (6) years. The City is prepared to offer a possible option to extend the term of lease by up to an additional nine (9) years, for a lease of up to fifteen (15) years to account for any significant capital investment to the property. The Department will entertain proposals for any enhancements that will result in increased customer experience, revenue and quality of programming. Respondents must demonstrate financial capability to undertake any proposed enhancements above and beyond funds necessary to start and continue the normal day-to-day golf operations. The respondent will be expected to make the improvements within the first two years of the lease in order to exercise the option.

F. Books and Records

The Lessee will be responsible for collecting all greens fees and all other revenues generated from the course. Lessee must demonstrate experience in implementing and following effective and safe cash handling procedures. Lessee will be expected to maintain accurate and complete records,

reports and audits and properly store this information. Lessee will be expected to complete all daily, monthly and annual revenue and utilization reports in a format pre-approved by the City.

G. Maintenance/Repairs

Lessee will be responsible for providing minor building maintenance and janitorial services to the clubhouse and surrounding patio areas and driving cage area including daily care of and supplies for the public restrooms. Major plumbing and electrical repairs and repairs to the clubhouse structural integrity will be performed by City personnel. Lessee may also propose a fund to assist the City with renting additional equipment to maintain the golf course.

H. Utilities

City pays for water, electricity, sewer and gas. Lessee will pay for telephone, internet, garbage and recycling and any other utilities necessary as a result of the specific operation, including the cost of installing said additional utilities.

I. As-Is Condition of the Premises

The Premises will be leased to the Lessee on a strictly "As-Is" basis, without representation or warranty by the City.

J. Subordination

The City's fee ownership and rental income stream will not be subordinated.

K. Security Deposit/Performance Bond

In connection with the Lease, the selected Lessee, upon signing the lease, will be required to provide a security deposit equal in the amount \$50,000. This may be in the form of a Time Certificate of Deposit or an Irrevocable Letter of Credit. All employees of Lessee shall be bonded.

L. Assignment and Subletting

Lessee shall not directly or indirectly (including, without limitation, by merger, acquisition, sale or other transfer of any controlling interest in Lessee), voluntarily or by operation of Law, sell, assign, encumber, pledge or otherwise transfer any part of its interest in or rights with respect to the Premises, the business, any Improvements or its leasehold estate hereunder (collectively, "Assignment"), or permit any portion of the Premises or any Improvements to be occupied by anyone other than itself, or sublet any portion of the Premises or any permitted Improvements thereon (collectively, "Sublease") without prior written approval from the Department. Any Assignment or Sublease shall be voidable at the option of the City in its sole and absolute discretion; and the General Manager shall have the right to immediately terminate the Lease by sending written notice to Lessee.

IV. RFP SCHEDULE AND SELECTION PROCESS

A. Submission of Proposals

All proposals must be delivered no later than 3:00pm Wednesday, July 27, 2022, to the Department to: Eric Jue, Recreation and Park Department, 501 Stanyan Street, San Francisco, CA 94117, 415-831-2783. Responses should include two hard copies (one of which can be easily duplicated) and one searchable, non-password-protected USB drive.

B. Evaluation by Selection Committee

After the deadline for submission of proposals, a selection committee appointed by the City ("Committee") will review all conforming proposals. The criteria for evaluating the proposals are described in Section VI of this RFP. Each proposal will be initially reviewed by City staff for completeness, responsiveness to minimum qualifications, and adequacy of documentation. Proposals with significant deficiencies in these areas may receive no further consideration. Respondents that fail to meet the minimum qualifications will be deemed non-responsive and their proposals will not be scored or ranked. All proposals meeting minimum qualifications will be forwarded by City staff to the Committee to determine which proposals best meet the selection criteria. In arriving at its determination, the Committee will evaluate the contents of each proposal and may conduct oral interviews with the respondents. Dates and times of any such interviews will be coordinated by Department staff.

C. Approval by the Commission and Board of Supervisors

The recommendations of the Committee and the negotiated lease will be presented to the Commission by Department staff for its approval or disapproval or such other further direction as the Commission may give in its sole and absolute discretion. If approved it is expected that the negotiated lease will be required to be presented to the San Francisco Board of Supervisors for its approval, which may be given or withheld in its sole and absolute discretion.

D. Partial Estimated Timetable Summary

The City expects to proceed with the RFP selection process on the following schedule:

Anticipated Timeline	
Publish RFP on Department website	June 21, 2022
Pre-submittal Meeting via Zoom at 10:00am	June 29, 2022
Deadline to submit questions by 5:00pm	July 18, 2022
Responses to RFP due by 3:00pm	July 27, 2022
RFP selection complete and Lease Negotiation	August 31, 2022
Operations Committee approval	October 14, 2022
Approval of Lease by Recreation and Park Commission	October 20, 2022
Approval of Lease by Board of Supervisors	November 2022

E. Pre-Submittal Conference and Questions

Although attendance is not required, a pre-submittal meeting will be held at 10:00 a.m. on Wednesday, June 29, 2022, via Zoom. Please contact Eric Jue at Eric.k.jue@sfgov.org to receive an invite to the meeting.

Department staff will address questions and provide any new information then available at the pre-submittal conference. Questions may be answered verbally at the conference. Department staff also will provide written responses to substantive and procedural questions raised at the pre-submittal conference, which may clarify verbal responses previously given. Only written responses will be deemed final.

Any requests for information or clarification of this RFP other than those raised at the pre-submittal meeting must be submitted in writing by email to Eric Jue at Eric.k.jue@sfgov.org before Monday, July 18, 2022. Except for inquiries at the pre-submittal conference, no verbal inquiries will be answered.

Written responses to all questions directed to Department staff at the pre-submittal conference or in writing by the specified date will be posted on the department's web page for this RFP and notice of the posting will be sent to all interested parties who register with the department before the deadline specified above. Therefore, the Department strongly recommends that interested parties register for this RFP on the department's website and consult the website frequently to determine if new information regarding the RFP is available.

F. Limitation on Communications During Solicitation

From the date this RFP is issued until the date the competitive process of this RFP is completed (either by cancelation or final Award), Respondents and their subcontractors, vendors, representatives and/or other parties under Respondent's control, shall communicate solely with Eric Jue at Eric.k.jue@sfgov.org (the "RFP Administrator"). Any attempt to communicate with any party other than the RFP Administrator including any City official, members of the Commission, representative or employee is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of Department, result in the disqualification of the Respondent or potential Respondent from the competitive process. This protocol does not apply to communications with the City regarding business not related to this RFP.

V. PROPOSAL FORMAT AND CONTENT

Submittal Requirements – The Proposal

The proposal must demonstrate the vision, qualifications, competence, and ability to lease the Department's property and serve the public. The selection committee will evaluate proposals according to the RFP's submittal requirements. Proposals must include all information requested and must follow the numbering scheme provided. Non-compliance with the outline below will reduce the score.

Respondents must submit two 2 printed copies (in a format that allows them to be copied) of their proposal and one searchable, non-password-protected USB drive.

The title page and up to five-pages of the executive summary may be posted on the Department's website immediately after the proposal due date. Although other portions of the proposal will not be made public during the review process, proposals are subject to the City's Sunshine Ordinance; once a lease agreement is executed, proposals and other communications from interested parties are available to the public upon request. Respondents must clearly mark financial materials that they believe to be proprietary and protected from disclosure. To the extent permitted by law, the Department will attempt to maintain the confidentiality of financial materials marked proprietary.

In order to be eligible for evaluation, respondents must satisfy the Minimum Qualification Requirements (MQRs) stated below. If a respondent is proposing lease terms to be satisfied and/or operations to be performed by more than one entity, all proposed entities must meet the MQRs.

1. Title Page

Provide the RFP title; the respondent's name; the name, address, telephone number, and email of respondent's main point of contact; and the date of the submittal.

2. Table of Contents

Include clear identification of the submittal material by numbered sections that follow the RFP outline.

3. Executive Summary

The respondent must submit an executive summary of up to five (5)pages that highlights those aspects of the proposal that make it responsive to the Department's objectives. Include the vision for the public-serving operation, the proposed general management philosophy, and customer service strategy. The executive summary must, at a minimum, describe the proposed services, the backgrounds and pertinent experience of each of the parties comprising the management team, and the respective responsibilities of the sales and/or service team.

4. Minimum Qualification Requirements (MQR)

Each respondent must individually or collectively, in the case of an entity or joint venture, possess and demonstrate the following minimum qualifications to be considered as a possible candidate for this opportunity:

- 3 years in golf management experience
- 2 years in food service experience
- \$100,000 in liquid assets for set up and initial operating expenses
- A proven track record in developing and implementing a wide variety of golf. Any proposal that does not demonstrate that the Respondent meets these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for an award of the contract.

Respondents must demonstrate that they meet both the experience and financial ability thresholds for this proposal by providing formal documentation and signed letters of reference.

5. Experience

Provide a robust discussion of the following:

1. Experience operating a concession of a similar size, business model, and setting, including concessions located on public lands or at tourist locations.
2. Ability of respondent and key personnel, including suppliers, vendors, partners, etc., to sustain a consistently high quality of products, services, and all aspects of proposed operations.
3. Describe the individual(s), companies, or other entities that make up the “respondent” to this RFP, including the size, business structure, and range of activities. Particular emphasis should be given to how the respondent’s collective experience will be brought to bear to achieve the Department’s objectives.

6. Operations Plan

Describe your management and operational approach.

1. Identify strategies to ensure that facilities are fully staffed by gracious professionals who are knowledgeable and welcoming.
2. Describe daily operations, with a discussion of the following:
 - Staffing plan, with emphasis on how peak periods are identified and staffed
 - System for accommodating a fluctuating volume of customers including customer seating, with emphasis on peak periods
 - Hiring plan to create jobs and career opportunities for economically disadvantaged persons
 - Training plans
 - Customer service training, including strategies for ensuring that staff are knowledgeable about the GGP Golf Course
 - Staff training to assist customers who speak different languages
 - Diversity training
 - Cultural competency training
 - Formal safety policies and procedures, including onsite emergency and first aid response
 - Harassment prevention training
 - Other training
 - Background checks
 - Proposed hours of operation, including holidays
 - Involvement of principals in daily operations
 - Management plan, including qualifications of onsite management staff
 - System for handling payments, including in-store point of sale and web-based systems, as well as processes for managing receipts, cash handling, reporting, and audits
 - How proposed concession reflect the best of San Francisco: products and / or services, include pricing
 - Retail sales (with inventory summary), include pricing (if applicable)
 - Regular cleaning and maintenance plan, including products used
 - Best practices that are not included in the above categories
 - The difference between startup operations and full implementation

3. A business and marketing plan (“Plan”) describing respondent’s specific ideas for operating the course on an on-going basis in a way that achieves the City’s goals should be included. At a minimum, the Management Plan should describe how respondent plans to:
- Promote maximum utilization of the golf course: daily play, tournaments, other special events, program development for the entire golfing public.
 - Develop marketing plans and other means of attracting golfers from San Francisco and the greater Bay Area.
 - Interact with various community groups such as golf clubs and neighborhood associations with an interest in Golden Gate.
 - Develop food and beverage, merchandising, instruction, and other collateral activities. Respondents must provide a prototype brochure or advertisement outlining various lesson programs that might be offered. Respondents must also enclose a sample menu for food and beverage offering and a description of the types of merchandise to be offered in the pro shop.
 - Monitor, inspect, maintain and clean the clubhouse and surrounding patio areas and driving cage and restrooms.
 - Create or retain jobs for San Francisco residents, especially encouraging locally owned business enterprises with an equal opportunity to compete for and participate in project development and operations.
 - Describe in detail a plan for marketing Create opportunities for all youth of San Francisco to learn the game of golf
 - The Plan should include a description of cash handling procedures and reporting methods.

7. Business Plan/Pro Formas

Provide a Business Plan with financial projections and five-year pro formas, including, but not limited to:

1. Methodology for determining products and services offerings, as well as general pricing strategy for products and services
2. Marketing and communications strategies
3. Anticipated income from all revenue sources
4. Anticipated expenses by category and rate
5. Start-up investments, including but not limited to tenant improvements, FF&Es (furniture, fixtures, equipment), supplies, and materials

8. Financial Ability

Submit evidence of financial ability to fulfill commitments, including the ability to fund start up needs. Show the source of funds for improvements and start-up expenses.

Provide copies of insurance certificates for current coverage of similar operations including a proposal for providing commercial property insuring the clubhouse for up to \$5 million.

9. Proposed Term and Financial Terms

Propose rent structure/revenue sharing plan:

1. Minimum Monthly Guarantee (MMG) Base Rent, which may vary by month
2. Percentage Rent based upon percentage of gross revenues, which may vary by type of revenue, year, and total revenue
3. Investment required for proposed capital improvements
4. Any additional proposed lease terms upon which respondent's business operations are contingent

Proposed term of the lease and any proposed capital improvements together with extensions.

10. Past Performance (References)

Respondents must provide at least three (3) references from persons in senior level management positions with entities that have done business with respondent. The Department will contact at least the three (3) of the references provided. Respondents must provide the following information for each of the references identified.

1. Name of company/agency, with phone number and email address for the specific reference contact
2. Description of the reference's association with the respondent
3. Type and size of concessions managed and operated, including dates of operation and annual revenues

The reference questions will be sent via email. Make sure that the references provided are aware that they will be receiving a Reference Form from the City of San Francisco that must be returned by a specified date.

11. Respondent's Identification and Qualifications

1. State whether your organization is national, regional, or local; provide the legal address of the respondent's headquarters.
2. Describe the legal structure of the entity submitting the proposal (i.e. sole proprietor, limited liability company (LLC), partnership, corporation, etc.). If a partnership, LLC or corporation, indicate the ownership, rights, and roles of each member of the LLC, partner of the partnership or shareholder of the corporation. Single proposers, consisting of consortiums, joint ventures, or other partnership ventures must clearly establish that lease negotiation responsibilities will rest solely with one individual within the respondent's firm or legal entity. List the principals of submitting entities, identify the designated contact person, and provide the contact's address, phone number, and email.
3. Explain if the respondent, principals, members of the management team or partners have been involved in litigation within the last five (5) years, or if there is pending litigation.
4. Describe the proposed management and operations team, detailing roles and responsibilities, expertise, and estimated weekly work hours of each member.
5. Provide relevant experience of principals including number of years, type of business, positions held, special training, education, certifications, and level of authority.

6. Describe your most recent experience in managing public golf courses and operating the type of concession proposed. Provide evidence of a verifiable track record of success in similar or related business operations.
7. Provide the name and location of existing operations and any operations managed in the past five (5) years.
8. Describe any failures to manage and operate the type of concession being proposed. Where were these concessions located, what services were offered, and why did the venture fail? If a contract was terminated, explain why.

12. Project Feasibility

Delineate how the proposed improvements are consistent with Department's objectives and how the respondent will achieve the vision presented in the proposal.

13 Earnest Money Deposit

Each respondent must submit with the proposal an earnest money deposit in the amount of a \$5,000 cashier's check payable to the Department. Submittals without the earnest money deposit will be deemed non-responsive. Earnest money deposits will be refunded, without interest, to respondents not selected for exclusive negotiations. The earnest money deposit of the respondent selected for exclusive negotiations is nonrefundable, whether or not negotiations result in an operating agreement.

VI. EVALUATION OF PROPOSALS AND AWARD

A. Selection Process Generally

All proposals will be evaluated by the Department in accordance with the criteria and procedures identified in this RFP. Without limiting any of its rights described in Section VII below, the Department reserves the right in its discretion to make a selection based directly on the proposals submitted or to negotiate further with one or more of the respondents. The respondent selected under this RFP will be chosen on the basis of its apparent ability to best meet the overall objectives of the City, as ultimately determined by the Recreation and Park Department in their sole and absolute discretion.

Each proposal will be initially reviewed by the Department staff for demonstration of meeting minimum qualifications, completeness, responsiveness, and adequacy of documentation. Proposals with significant deficiencies in these areas may receive no further consideration.

A selection panel shall assist staff with this review and shall score the proposals according to the point system and criteria listed below. Interviews with individual respondents and/or public presentations may be required. In addition, staff may, at its sole discretion, independently investigate the qualifications of certain respondents and/or conduct interviews with members of certain respondents' teams. The Department reserves the right to request clarification or additional information from a respondent.

B. Selection Criteria

1. Minimum Qualifications. Each respondent must individually or collectively, in the case of an entity or joint venture, possess and demonstrate the following minimum qualifications to be considered as a possible candidate for this opportunity:

- 3 years in golf management experience
- 2 years in food service experience
- \$100,000 in liquid assets for set up and initial operating expenses
- a proven track record in developing and implementing a wide variety of golf programs - especially for youth, families and seniors.

Any proposal that does not demonstrate that the Respondent meets these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for award of the contract.

2. Evaluation Criteria. The selection committee will use the following weighted criteria to evaluate proposals:

1. **Experience (20 Points)**
2. **Operations Plan (20 Points)**
3. **Business Plan and Financial Projections (15 Points)**
4. **Financial Ability (15 Points)**
5. **Proposed Financial Terms (20 Points)**
6. **Project Feasibility (10 Points)**

C. Selection Committee

Following the Department's receipt of submittals, the Department will implement the evaluation process of timely, complete and responsive submittals from qualified respondents. A Selection Committee will evaluate the submittals of each respondent based on the minimum qualifications and selection criteria as outlined above. Selected respondents may be interviewed by the Selection Committee. Those submittals meeting the minimum qualifications will be scored and ranked by the Selection Committee.

The Department reserves the right to request clarification or additional information from individual respondents and to request that some or all respondents make presentations to Department staff, the Recreation and Park Commission, community groups and/or others. The City further reserves the right to make an award without further clarification of proposals received.

A selection panel shall assist staff with this review and shall score the proposals according to the point system and criteria listed under "Selection Criteria" above. Interviews with individual respondents and/or public presentations may be required. In addition, staff may, at its sole discretion, independently investigate the qualifications of certain respondents and/or conduct interviews with members of certain respondents' team. The Department reserves the right to request clarification or additional information from a respondent.

The Selection Committee will be instructed to score the proposals based upon how completely respondents responded to the requested information outlined in this RFP, the quality, professionalism, vision and appropriateness of such responses, and the level of experience and expertise demonstrated by the responses.

Following the submittal process, Respondents may be invited to interviews with a selection panel. Interviews will consist of standard questions asked of Respondents and clarifying questions regarding individual submissions. The lead staff of the Respondent should be present for the interview as well as the lead staff of any partners and parties authorized to negotiate a contract. Information provided to the panel from the interviews may be used during the scoring process and evaluated using the same evaluation criteria that the selection panel will use to score the written proposals.

D. Exclusive Negotiations

For an exclusive negotiating period of up to 30 days, after the Department finalizes the selection, the City will attempt to negotiate with the selected Lessee, a Lease that is consistent with the standard form of lease, containing the standard lease attached as **Appendix B**, the terms of this RFP and the successful respondent's proposal. Upon successful agreement to all terms of the Lease, the proposed lease will be taken to the Commission for approval.

The period of exclusive negotiations may be extended solely at the City's option. In the event the General Manager of the Department determines that such negotiations are not proceeding satisfactorily due to the fault of the selected respondent, the City may commence negotiations with another respondent or begin the selection process anew. All fees and deposits made to City by respondent are nonrefundable.

VII. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSAL

A. Errors and Omissions in RFP

Respondents are responsible for reviewing all portions of this RFP. Respondents are to promptly notify the Department, in writing, if the respondent discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than five (5) working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

B. Inquiries Regarding RFP

Inquiries regarding the RFP and all verbal notifications of intent to request written modification or clarification of the RFP, must be directed via email to: eric.k.jue@sfgov.org

C. Change Notices

The Department may modify the RFP, prior to the proposal due date, by issuing Change Notices, which will be posted on the website. The respondent shall be responsible for ensuring that its proposal reflects any and all Change Notices issued by the Department prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the respondent consult the website frequently, including shortly before the proposal due date, to determine if the respondent has downloaded all Change Notices.

D. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

E. Revision of Proposal

A respondent may revise a proposal on the respondent's own initiative at any time before the deadline for submission of proposals. The respondent must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any respondent.

At any time during the proposal evaluation process, the Department may require a respondent to provide oral or written clarification of its proposal. The Department reserves the right to make an award without further clarifications of proposals received.

F. Responsible Proposals

No proposals will be accepted from any person, firm, partnership, corporation or other entity that is in arrears upon any obligation to the City or that otherwise may be deemed irresponsible, unreliable or unqualified by the City.

G. One Proposal per Respondent

Only one proposal will be accepted from any one firm or corporation, or affiliated entities; however, several alternatives may be included in one proposal, and as noted above, joint ventures or similar arrangements are permitted.

H. Grounds for Rejection

Any false, incomplete, or unresponsive statements in connection with a proposal may be cause for its rejection at the City's discretion. Any judgment as to the significance of any falsity, incompleteness, or unresponsiveness associated with a proposal shall be the prerogative of the City and its judgment shall be final.

I. Invitation to Submit Proposals, no Obligations by City to Contract

This RFP is only an invitation to submit proposals and does not commit the City in any way to enter into a Lease or other agreement or to proceed with the RFP. In addition, the issuance of this RFP does not obligate the City to pay any costs incurred by any Respondent in connection with (i) the preparation of a response to this RFP, (ii) any supplements or modifications of this RFP or (iii) negotiations with the City or other party arising out of or relating to this RFP. All costs incurred in the preparation and presentation of any proposal in response to this RFP shall be borne solely by the respondent.

J. Proposal as a Public Record

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. Seq) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Proposals, responses, and all other records of communications between the City and Proposers shall be open to inspection immediately after a

contract has been awarded. Nothing in this Administrative Code provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. The Respondent will clearly designate those financial records which it in good faith determines to be a trade secret or confidential propriety information protected from disclosure under applicable law. To the extent permitted by law, the City will attempt to reasonably maintain the confidentiality of such financial information consistent with the City's general practices for maintaining the confidentiality of such information, as discussed below. However, the City will not under any circumstances be responsible for any damages or losses incurred by a Respondent or any other person or entity because of the release of such financial information.

If the City receives a Public Records Request ("Request") pertaining to this solicitation, City will use its best efforts to notify the affected Proposer(s) of the Request and to provide the Proposer with a description of the material that the City deems responsive and the due date for disclosure ("Response Date"). If the Proposer asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Proposer that is exempt from disclosure and directs the City in writing to withhold such material from production ("Withholding Directive"), then the City will comply with the Withholding Directive on the condition that the Proposer seeks judicial relief on or before the Response Date. Should Proposer fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

K. Return of Materials

The City will not return proposals, or any information submitted in connection with a proposal unless the Respondent has properly designated financial portions of the proposal as confidential at the time of proposal in accordance with the terms above and has then clearly requested that such information be returned, and provided that the City is legally permitted to return such documents.

L. Right to Disqualify

The City reserves the right to disqualify any Respondent to this RFP based on any real or apparent conflict of interest that is disclosed by the responses submitted, misrepresentation or false statements in proposal, or other data available to the City. This disqualification is at the sole discretion of the City.

M. Waiver of Claims Against City

The Respondent shall not obtain by its response to this RFP any claim against the City by reason of any or all of the following: any aspect of this RFP, the selection process or any part thereof, any informalities of defects in the selection process, the rejection of any offer or all such offers, the acceptance of any offer, entering into any lease, the failure to enter into any such lease, any statement, representations, acts or omissions of the City or its agents, the exercise of any discretion set forth in or concerning any of the foregoing; and any other matters arising out of all or any of the foregoing.

N. Objections to RFP Terms.

Should a Respondent object on any ground to any provision or legal requirement set forth in this RFP, the respondent must, not more than ten (10) calendar days after the RFP is issued, provide written notice to the City setting forth with specificity the grounds for the objection. The failure of a respondent to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

Without limiting the generality of the foregoing, the information presented in or in

connection with this RFP is provided solely for the convenience of the interested parties. It is the responsibility of interested parties to assure themselves that any information contained in or related to this RFP is accurate and complete. No representations, assurances, or warranties pertaining to the accuracy of such information are or will be provided by the City or its consultants and no claim may be brought against the City or any of their respective consultants as a result of the presentation of such information, irrespective of its accuracy, completeness or general utility.

O. Errors and Omissions in Proposal

Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

P. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the City and may be used by the City in any way deemed appropriate.

Q. Respondent's Obligations under the Campaign Reform Ordinance

Respondents must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a respondent is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the respondent is prohibited from making contributions to:

- the officer's re-election campaign
- a candidate for that officer's office
- a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

1. Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
2. Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
3. Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, respondent should contact the San Francisco Ethics Commission at (415) 581-2300.

R. Public Access to Meetings and Records

If a respondent is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the respondent must comply with Chapter 12L. The respondent must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to respondent's meetings and records, and (2) a summary of all complaints concerning the respondent's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the respondent shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in respondent's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

S. Reservations of Rights by the City

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or technical error in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
5. Request that certain or all respondents to this RFP supplement or modify all or certain aspects of the information or proposals submitted;
6. Procure any materials, equipment or services specified in this RFP by any other means; or
7. Determine that no project will be pursued.

T. No Waiver

No waiver by the City of any provision of this RFP shall be implied from any failure by the City

to recognize or take action on account of any failure by a respondent to observe any provision of this RFP.

U. Protests

Within five (5) working days of the City's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the respondent, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

- **Protest of Contract Award**

Within five (5) working days of the City's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the City has incorrectly selected another respondent for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day after the City's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the respondent, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

- **Delivery of Protests**

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

San Francisco Recreation and Park Department, Attn: Eric Jue
501 Stanyan Street
San Francisco, CA 94117

Appendix A- 5-Year Usage and Revenue Actuals

1. Rent Payments

GOLDEN GATE PARK GOLF RENT PAYMENTS				MAINTENANCE FEES Remitted*
LEASE YEAR Dec-Nov	BASE RENT	PERCENTAGE RENT	TOTAL RENT	
2016-17	\$225,000.00	\$150,075.00	\$375,075.00	n/a
2017-18	\$225,000.00	\$151,550.00	\$376,550.00	\$7,994.00
2018-19	\$234,810.76	\$204,974.00	\$439,784.76	\$58,344.00
2019-20	\$242,476.16	\$159,283.00	\$401,759.16	\$51,594.00
2020-21	\$242,476.16	\$207,352.20	\$449,828.36	\$79,588.00

2. Operator Revenues

Calendar Year	2017	2018	2019	2020	2021
Food and Beverage	\$148,984.00	\$122,249.68	\$114,781.11	\$78,840.93	\$107,450.13
Merchandise	\$38,599.75	\$38,894.36	\$60,217.08	\$32,407.97	\$44,957.73
Practice Facility	\$26,742.00	\$25,738.75	\$30,757.00	\$20,800.01	\$49,460.75
Lesson	\$14,569.14	\$8,827.93	\$10,743.60	\$11,789.00	\$19,323.00
Equipment Rental	\$49,649.50	\$44,093.50	\$52,328.50	\$16,442.00	\$38,283.00
Green Fees	\$507,417.50	\$516,189.00	\$607,275.00	\$593,977.00	\$857,836.35
	\$785,961.89	\$755,993.22	\$876,102.29	\$754,256.91	\$1,117,310.96

3. Rounds of Golf Played

Calendar Year	Weekday					Weekend					Overall
	Resident Adult	Resident Senior	Junior	Standard	Twilight	Resident Adult	Resident Senior	Junior	Standard	Twilight	Total
2017	2,612	2,827	2,134	4,805	3,478	3,004	878	1,518	8,058	2,686	32,000
2018	3,060	2,644	1,884	4,475	2,784	3,079	939	1,392	7,768	2,474	30,499
2019	3,266	2,807	2,482	4,894	3,643	3,466	863	1,693	7,494	2,338	32,946
2020	4,401	4,542	4,207	5,093	2,041	3,415	1,017	2,277	4,741	1,637	33,371
2021	6,249	4,778	3,019	8,614	3,361	4,473	1,192	2,351	8,431	2,296	44,764
Total	19,588	17,598	13,726	27,881	15,307	17,437	4,889	9,231	36,492	11,431	173,580
5 year AVG	3,918	3,520	2,745	5,576	3,061	3,487	978	1,846	7,298	2,286	34,716
% of total rounds	11.28%	10.14%	7.91%	16.06%	8.82%	10.05%	2.82%	5.32%	21.02%	6.59%	

Appendix B

Standard City Lease

For a copy of the lease, please go to (INSERT LINK) or contact Eric Jue at eric.k.jue@sfgov.org