

Request for Proposals (RFP)

Operation of Garrisons Lake Golf Club Smyrna, Delaware

**MANDATORY PRE-PROPOSAL
CONFERENCE & OPEN HOUSE: November 12, 2010, 1:00 PM**

PROPOSALS DUE: January 10, 2011

PROPOSAL DUE TIME: 4:00 P.M.

Technical questions regarding this RFP's should be directed, in writing, to:

Mr. Matthew D. Galvin
Executive Vice President
Golf ProfitBuilders, LLC
375 Forsgate Drive
Monroe Twp., NJ 08831
Mattg@rdcgolfgroup.com

Send or hand-deliver Proposals to:

Ms. Mary Voshell
Delaware Dept. of Natural Resources and
Environmental Control
89 Kings Highway
Dover, DE 19901
mary.voshell@state.de.us
Tel. 302-739-9220

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EXHIBITS

Exhibit "A" Equipment and Personal Property Inventory (TO BE DISTRIBUTED AT THE PRE-BID CONFERENCE)

Exhibit "B" Equipment Financing Agreement (TO BE DISTRIBUTED AT THE PRE-BID CONFERENCE)

Exhibit "C" Clubhouse Lease Agreement (TO BE DISTRIBUTED AT THE PRE-BID CONFERENCE)

Exhibit "D" USGA Report(s) (TO BE DISTRIBUTED AT THE PRE-BID CONFERENCE)

Exhibit "E" Non-Collusion Affidavit (TO BE DISTRIBUTED AT THE PRE-BID CONFERENCE)

Exhibit "F" Historical Financial Data (TO BE DISTRIBUTED AT THE PRE-BID CONFERENCE)

Exhibit "G" Draft Concession / Lease Agreement (TO BE DISTRIBUTED AT THE PRE-BID CONFERENCE)

1. INTRODUCTION

1.1. DESCRIPTION OF PROPOSAL

The State of Delaware, Department of Natural Resources and Environmental Control (the “State”), by authority and empowered under Title 29, Chapter 69 of the Delaware Code is seeking Proposals from qualified firms (“Bidder”) to provide Management Services under a License Agreement (“Contract”) for Garrisons Lake Golf Club. The successful Bidder shall operate the golf course and its appurtenant facilities (collectively, the “Facility”). The Initial Term of the License Agreement shall not exceed ten (10) years. However, Bidders may also propose extension options up to thirty (30) years.

Golf ProfitBuilders, LLC is a golf industry consulting firm that has been retained by the State to coordinate this RFP process and assist with the proposal evaluations. Golf ProfitBuilders is primarily owned by RDC Golf Group, Inc. Golf ProfitBuilders, its parent entities and their affiliates shall not submit bids for this RFP. In cases where current or former clients of Golf ProfitBuilders or RDC Golf Group submit proposals under this RFP, Golf ProfitBuilders shall recuse itself from evaluating those proposals. Furthermore, it should be stressed that the State shall make all decisions regarding the evaluation of proposals and the awarding of the Contract.

1.2. PROPERTY OVERVIEW

Garrisons Lake Golf Course was designed by Edmund Ault and opened in 1963. The 18-hole Facility covers 160 acres and measures 7,060 yards from the black tees and 5,046 from the forward tees. Since its opening it was operated as a public golf course until it was acquired by a developer in 2003, who closed the course to build 450 homes. The State of Delaware acquired the property to preserve the open space in 2006 and embarked on a multi-million dollar renovation of the golf course, with a grand re-opening in September 2008. The renovations, designed by Brian Ault included:

- o New greens complexes and bunkers
 - o Rebuilt tees
 - o Rebuilt driving range tees
 - o The removal of more than 400 trees
- o Removal of the old clubhouse and swimming pool
 - o Construction of a new maintenance facility
- o Installation of a new irrigation system, well and pumps

The Facility is centrally located and easily accessed from local highways. The address is:

101 West Fairways Circle
Smyrna, DE 19977
Tel. 302-659-1206

The current web address is www.garrisonslakegolf.com and this web address will be made available for use by the successful bidder. Photographs and fee schedules can be viewed online at the course’s website.

From September 2008 to August 2010 the Facility was leased and operated as a public golf course by the Golf Course at Garrisons Lake, LLC, a not-for-profit entity. In August 2010, the State assumed operation of the Facility and through this RFP are seeking a new operator of the golf club.

As mentioned, prior to the Facility's purchase by the State it was closed for several years. More recently it was operated by a not-for-profit organization. **Bidders must perform their own financial and operational due diligence. No representations are being made with regard to historical or projected business volume.**

The State's Objectives:

The State seeks to achieve the following results through the awarding of this contract to the successful bidder:

1. Continue to provide public access golf to the region's residents;
2. Continue to operate the Facility as a good quality golf course with competitive rate structures; and
3. Provide the operator with a reasonable opportunity to profit from the operation of the Facility while removing the State from operational and financial responsibilities.

Assumed Financial Obligations and Lease / Concession Fees:

The clubhouse facilities consist of two (2) leased trailer units which house a pro shop, offices and function space. There are no kitchen facilities. An outdoor patio and deck may be served by a grill / barbeque setup. The monthly rental of the temporary clubhouse trailers, in the amount of \$2,600, shall be an operating expense of the golf course. A copy of the rental agreement is provided under Exhibit "C".

The current golf cart lease expires on 12/31/2010. The new operator shall be responsible for providing a replacement fleet of golf carts.

The previous operator acquired more than \$528,000 in new equipment, tools and other personal property as outlined in Exhibit "A". These items shall remain at the Facility and be replaced from time to time by the operator as they become obsolete with items of similar or better quality. Most of this equipment is subject to a financing agreement that shall be assumed by the successful bidder, with a principal balance in the approximate amount of \$360,000 and payment terms ending April 2014. A copy of the financing agreement to be assumed is included in Exhibit "B".

In recognition that the State may require the successful bidder to assume the above liabilities, the lease/concession fee for the first three (3) years may be as low as One Dollar (\$1.00) per year.

2. MANDATORY PRE-BID CONFERENCE & KEY DATES

2.1. PRE-BID CONFERENCE

A mandatory Pre-Bid Conference will be held at the Facility clubhouse on October 2010 at 1:00 PM. In order for a Firm's proposal to be considered, at least one representative

from the Firm MUST attend the Pre-Bid Conference. Failure to attend shall result in rejection of a Proposal from consideration. Representatives of Golf ProfitBuilders and the State will be present to answer any questions regarding the services requested or Proposal procedures.

A tour of the golf course will take place following the Pre-Bid Conference. During the tour, each Bidder shall have the opportunity to acquaint and familiarize itself with the conditions of the Facility as they exist, and the character of the operation to be carried out under the resulting Contract. Any changes as a result of the Pre-Bid Conference will only be mailed to the Firms represented at the Pre-Bid Conference. Any pertinent or significant updates, changes, or information related to the RFP before the Pre-Bid Conference will be communicated at the Pre-Bid Conference.

Only those potential Bidders in attendance at the Pre-Bid Conference, evidenced by a registration sign-in sheet, shall receive updates, revisions or any other communication from the State or Golf ProfitBuilders relating to this RFP

Key Dates

The following is a listing of key dates and deadlines. Any changes to this schedule shall be communicated to the registered attendees of the Pre-Bid Conference:

November 12 , 2010.	1 PM Mandatory Pre-Bid Conference & Open House.
November 18, 2010.	11 AM – 4 PM, Facility Open House.
December 13, 2010	Deadline for submission of (written) questions.
December 17, 2010	Target date for responses to all written questions.
January 10, 2011	Proposals due by 4:00 PM.
January 2011	Interviews with selected Bidders.
March 1, 2011	Commencement of Contract.

3. INSTRUCTIONS TO BIDDERS

3.1. PROPOSAL PACKAGE

To facilitate evaluation, submit your Proposal as described below.

3.1.1. Technical Proposal

Submit one (1) original and ten (10) copies of your completed and signed Technical Proposal in a sealed package plainly marked with the title “Technical Proposal”. See Technical Requirements Section for instructions and information related to the Technical Proposal procedures.

3.1.2. Pricing Proposal

Submit one (1) original and ten (10) copies of your completed Pricing Proposal in a separate and sealed package that is plainly marked with the title "Pricing Proposal". Your response should include any supplemental or alternative option pricing schedules. See Pricing Proposals below.

3.1.3. Contract

A proposed Contract shall be distributed at the pre-bid conference. The successful bidder shall be required to execute this agreement as presented.

3.2. DELIVERY OF PROPOSAL PACKAGE

The Technical Proposal and the Pricing Proposal may either be 1) delivered by hand or 2) sent through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFP. Include the Bidder's name and RFP title on any package delivered or sent and on any correspondence related to your Proposals. The Bidder remains responsible for ensuring that its Proposals are received at the time, date, place and to Mary Voshell at the address specified. The State and Golf ProfitBuilders assumes no responsibility for any Proposals not so received, regardless of whether the delay is caused by the U.S. Postal Service, delivery service or some other act or circumstance. **Proposals received after the time specified as "Proposal Due Date" and "Proposal Due Time" on the front cover of the RFP will not be considered. All Proposals received after the specified time will be returned unopened.**

3.3. UNIFORMITY

To provide uniformity and to facilitate comparison of Proposals, all information submitted must clearly refer to the page number, section or other identifying reference in this RFP. All information submitted must be noted in the same sequence as its appearance in this RFP. All Proposals should be on 8 ½ X 11 inch paper and be bound or in binders. Any promotional material or brochures for the Bidder must be in a separate section. The State reserves the right to waive minor variances or irregularities at its sole discretion.

All proposals must include a cover page(s) to the non-price proposal with the following information:

- Legal name and address of Bidder.
- TIN, FEIN or Social Security number of Bidder.
- Name and title for all officers of the Bidder.
- Name, address, EIN or SS# and relationship (including percentage ownership) of all shareholders of the Bidder [if shareholder(s) are entities, then additional information must be provided up to the level of personal ownership].
- Contact information for the Bidder's representative for this RFP.

3.4. PROPOSAL MATERIALS

The Proposal material submitted in response to the RFP becomes the property of the State upon delivery and may be appended to any formal document which would further define or expand the Contractual relationship between the State and the Bidder.

3.5. ADDENDUM

Any addendum issued prior to the Proposal Due Date shall include an addendum acknowledgment section. Since all addenda become a part of the Proposal, all addenda must be signed by an authorized Bidder representative and returned with the Proposal on or before the Proposal Due Date. Failure to sign and return any and all addendum acknowledgments shall be grounds for rejection of the Proposal response.

3.6. PROPOSAL MODIFICATION

Proposals submitted prior to the Proposal Due Date may be modified or withdrawn only by written notice to the person and address specified. Such notice must be received by the State prior to the time designated for opening of the Proposal. Bidder may change or withdraw the Proposal at any time prior to Proposal opening; however, no oral modifications will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal that are addressed in the same manner as the Proposal and that are received prior to the scheduled Proposal opening time will be accepted. The Proposal, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope that is plainly marked with the RFP number and "Modification of Proposal". No modifications of the Proposal will be accepted at any time after the Proposal Due Date and time.

A withdrawn Proposal may be resubmitted up to the time designated for the receipt of Proposal provided that it is then fully in conformance with the requirements of the RFP.

3.7. PERIOD OF FIRM PROPOSAL

Prices for the proposed service must be kept firm for at least 90 days after the Proposal Due Date.

3.8. BIDDER'S RESPONSIBILITY TO READ RFP

The Bidder must thoroughly examine and will be held to have thoroughly examined and read the entire RFP document. Failure of the Bidder to fully to acquaint themselves with existing conditions of the Facility shall not create any liability for the State its agents, Golf ProfitBuilders and Golf Maintenance Solutions.

3.9. ERRORS AND OMISSIONS

THE BIDDER IS EXPECTED TO COMPLY WITH THE TRUE INTENT OF THIS RFP TAKEN AS A WHOLE AND SHALL NOT AVAIL ITSELF OF ANY ERRORS OR OMISSIONS TO THE DETRIMENT OF THE SERVICES. SHOULD THE BIDDER SUSPECT ANY ERROR, OMISSION OR DISCREPANCY IN THE SPECIFICATIONS OR INSTRUCTIONS, THE BIDDER SHALL IMMEDIATELY NOTIFY GOLF PROFITBUILDERS, IN WRITING, AND GOLF PROFITBUILDERS SHALL ISSUE WRITTEN INSTRUCTIONS TO BE FOLLOWED. THE BIDDER IS RESPONSIBLE FOR THE CONTENTS OF ITS PROPOSAL AND FOR SATISFYING THE REQUIREMENTS SET FORTH IN THE RFP.

3.10. RFP INTERPRETATION

Interpretation of a Firm's response shall be the responsibility of the State and that interpretation shall be final.

3.11. CONFIDENTIALITY

The Bidder is hereby warned that the contents of its Proposal shall become public information unless otherwise protected in advance as Confidential under Delaware Statutes. It is the Bidder's responsibility to take the advance steps necessary to avail itself of such protection.

3.12. USE OF SUBCONTRACTORS

No subcontractors of the Bidder shall be allowed unless approved in advance by the State in its sole discretion. Subcontractors, if any, shall be required to meet all the terms and conditions of this RFP and the Contract.

3.13. BIDDER'S RESPONSIBILITY FOR SERVICES PROPOSED

It is understood and the Bidder hereby agrees that it shall be solely responsible for all services they propose.

3.14. TAXPAYER IDENTIFICATION NUMBER

The Bidder is required to provide its Taxpayer Identification Number (TIN). The following instructions pertain to the TIN.

- Enter your Taxpayer Identification Number in the appropriate space on the signature block at the end of the Technical Requirements. Individuals and sole proprietors should enter their social security number. For other entities, this is the employer identification number. Federal Employer Identification Numbers (FEINs) must not be used for sole proprietorships.
- If you do not have a TIN, one must be applied for and obtained. Individuals must complete Form SS-5, Application for a Social Security Number, which can be obtained from a local office of the Social Security Administration. All other entities must

complete Form SS-4, Application for Employer Identification Number, which can be obtained from a local office of the Internal Revenue Service.

- If selected, the Bidder must submit a completed IRS form W-9 to certify its Taxpayer Identification Number prior to the Contract execution.

3.15. CURRENT STAFFING

The scope of the Proposal must include a full staff transition plan. The State requests that the successful Bidder interview and consider all current employees who are interested in continued employment.

4. PROPOSAL EVALUATION PROCEDURE AND CRITERIA

4.1. ACCEPTANCE OF PROPOSALS

The State reserves the right to reject any or all Proposals or any part thereof, to waive informalities, and to accept the Proposal deemed most favorable to the State. Incomplete responses may not be considered in the evaluation; however, the State may seek additional information or clarification if needed.

4.2. BIDDER QUALIFICATIONS

The Bidder (including any subcontractors or joint-venture partners) must demonstrate that it has the management and operational experience, financial resources and personnel necessary to successfully perform the services specified in the area of bidding within this RFP.

A Bidder must have the financial ability to meet the obligations under the Contract. All Bidders must submit an income statement and balance sheet for its bidding entity, certified as true and correct by an outside accounting firm, covering the years 2009 and 2010 year-to-date.

If such certifications are not available prior to the Proposal Due Date, they must be certified as true and correct by the Chief Executive Officer or Chief Financial Officer of the Bidder and, if chosen as the successful Bidder, must provide the outside accounting firm certifications prior to the Contract execution.

If the Proposing entity is a newly-formed or single-purpose entity, its obligations under the Contract must be guaranteed by its principals and/or parent entity(ies), as outlined above. In the case of a guarantee by a principal, the principal's 2008 and 2009 personal tax returns and current statement of net worth, certified as true and correct by an outside accounting firm, must be submitted.

4.3. BIDDER PRESENTATIONS

The State reserves the right to, but is not obligated to, request and require that each Bidder provide a formal presentation of its Proposal at a date and time to be determined.

4.4. RIGHT TO INSPECT

The State and its agents reserve the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation and other qualifications of the Bidder and any proposed Subcontractors and to reject any Proposal irrespective of price if it shall be administratively determined in the State's sole discretion that the Bidder is deficient in any of the essentials necessary to assure acceptable standards of performance. The State, either directly or through an agent, reserves the right to continue this inspection procedure throughout the life of the Contract that may arise from this RFP.

4.5. PAYMENT TERMS

License Fee payments to the State shall be made on or prior to the first of each month.

4.6. CONTRACT ADMINISTRATION

The State may elect to retain a third party Contract Administrator to oversee the administration of the License Agreement. The administrator would periodically review information to be provided by the successful bidder to ensure that the operator is in compliance with certain covenants and terms of the license agreement. The operator shall cooperate fully with the Contract Administrator.

4.7. EVALUATION FACTORS

An evaluation committee consisting of State officials, Golf ProfitBuilders and a representative from the Garrisons golf community will evaluate all Proposals. Based on this evaluation and a presentation by the bidder if determined at the sole discretion of the State to be essential in the selection process the State will determine the award of the Contract. The State will award the Contract to the responsible Bidder whose Proposal is determined to be the most advantageous to the State, taking into consideration price and the evaluation factors set forth in this RFP.

The following evaluation factors will be used in determining the best-qualified offers:

- The ability of the Bidder to maintain and operate the Facility in a good quality manner commensurate with other good quality public golf courses with commensurate rate structures located in the Mid-Atlantic States.
- The Bidder's track record of proven success in operating other venues similar in scope and quality to the Facility.
- The Bidder's Operational Concepts and Plans.
- The ability of the Bidder to fulfill any reporting requirements.
- The proposed use, addition or improvement of equipment and facilities currently available to perform the requested services or demonstrated to be available at the time the requested services are required.
- Recommendations from referenced clients where similar or like services are being or have been performed.
- The quality and detail of the overview of proposed operation, promotion and marketing services.
- Other technical requirements or items addressed in the Proposal related to the RFP.

- Financial resources to operate and maintain the facilities properly and make ongoing improvements. The availability of both investment capital and operational capital will be important factors in determining financial capability.
- Income stream to the State.
- The presentation by Bidder if requested by the State.

4.8 BID SECURITY DEPOSIT & CONTRACT SECURITY DEPOSIT

All Proposals must include a Bid Security Deposit. The Bid Security Deposit must be in the form of a cashier's check or certified check made payable to the Delaware Division of Parks and Recreation in the amount of Ten Thousand Dollars (\$10,000.00). The Bid Security Deposit shall serve as liquidated damages should the selected Bidder(s) arbitrarily not execute the Contract. Bid Security Deposits received from Bidders not selected shall be mailed within three (3) business days following the State's election not to proceed with the firm(s).

Proposals without the Bid Security Deposit shall be considered non-responsive and shall not be considered. Enclose the Bid Security Deposit with the Price Proposal.

The Bid Security Deposit shall be returned to the successful Bidder upon delivery to the State of the Contract Security Deposit.

The Contract Security Deposit shall be equal to six (6) months minimum license fee (calculated using the average monthly License Fee over the life of the Contract). The Contract Security Deposit shall be in the form of either: (1) a cash security deposit held by the State in a State account; or (2) an irrevocable letter of credit or performance bond issued from a reputable financial institutions acceptable to the State in its sole discretion which can be drawn on by the State following a Contract default by the successful Bidder which remains uncured. The letter of credit shall be renewed annually during the Term of the Contract, with written proof of renewal submitted to the State not less than fifteen (15) business days prior to the expiration.

4.9 AWARD OF CONTRACT

The State will award the Contract to the Bidder who has, as determined in the sole discretion of the State, best demonstrated competence and qualification for the type of management services required at fair and reasonable prices & compensation and whose Proposal is deemed to be in the best interest of the State.

The entire agreement between the parties shall be the Contract document prepared by the State which shall contain substantially the same terms and conditions and specifications of the RFP and of the Proposal submitted by the awarded bidder and accepted by the State. Certain portions of the RFP and Proposal may become attachments to the Contract by mutual agreement; all terms and conditions of the Contract are subject to mutual agreement.

Right to Terminate: In the event that the successful Bidder violates any of the provisions of the Contract or performance is not being provided as provided under the Contract, as determined in the sole discretion of the State, the State may serve written notice to the awarded Bidder of its intention to terminate the Contract. Such notice will state the reason(s) for the intention to terminate the Contract. If the violation does not cease and satisfactory arrangements for correction are not made within thirty (30) calendar days after the notice is served upon the awarded Bidder, the Contract shall cease and terminate thirty (30) days thereafter. The liability

of the awarded Bidder and/or its surety for any and all such violations shall be affected by any such termination. A termination penalty may not be assessed or charged to the State or its agents.

Indemnification: The successful Bidder and subcontractors and joint-venture partners, if any, agree to indemnify and hold free and harmless, assume legal liability for and defend, the State, Golf ProfitBuilders and each of their officers, shareholders, employees and agents from and against any and all actions, claims, liabilities, assertions of liability losses, costs and expenses, including but not limited to attorney's fees, reasonable investigative and discovery cost, court costs, claim or claims for bodily injury or death of persons and for loss of or damage to property, in law or in equity, of every kind and nature whatsoever, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from the acts or omissions or other conduct of the successful Bidder and its conferees, officers, employees, agents and subcontractors in connection with the Contract resulting from this RFP.

END OF GENERAL RFP INTRODUCTION

SCOPE OF MANAGEMENT SERVICES

TECHNICAL PROPOSAL REQUIREMENTS

Technical Requirements and the Bidder's response to it (the "Technical Proposal") will be incorporated into the final Contract. Bidders should address the information and requirements outlined throughout this section in their formal Proposal.

1.1. SERVICES TO BE PERFORMED

Beginning of Operations: The successful Bidder shall be required to assume related operations no later than February 1, 2011 or as of an otherwise mutually agreed-upon date.

Description of Facilities: The Facilities consist of an 18-hole golf course, a temporary clubhouse which includes offices, storage, the golf shop and meeting space. In addition, there is an outside patio area, practice facility, maintenance and storage buildings, and driving range.

The Facility includes a full complement of personal property and equipment which the State believes is adequate and necessary to conduct the scope of business requested through this RFP. A detailed listing of all personal property shall be provided by the State in advance of the Proposal Deadline. Notwithstanding the foregoing, all Bidders must determine if additional personal property and equipment, including information systems, shall be required to properly operate the Facility for its intended use. It shall be the responsibility of the Bidder to procure or supply any additional personal property required.

Bidders should demonstrate in their Proposal a track record of successfully operating other facilities of similar size, scope and quality level of the Facility. In addition, Bidders should indicate if those facilities are managed on a fee-basis, pursuant to a license agreement or lease, or if the properties are owned by the Bidder.

Hours of Operation: During the term of the Contract, the Facility shall be open and properly staffed seven (7) days per week with appropriate hours to serve golf, food service. Bidders should specify in the Proposal any proposed deviation from this.

Managerial Services: The successful Bidder shall have an experienced manager on the premises at all times the Facility is open. Bidders should include the resumes of the General Manager and Golf Course Superintendent they intend on placing at the Facility,

if known at the time of the Proposal, as well as the direct, regional and national (if applicable) superiors to these employees.

Golf Operations / Public Access: Bidder shall state its policies with respect to tee time management, tournaments and other special events. Membership plans may not be offered without the State's prior approval. Bidders should specify in detail any proposed membership plan(s) and how those can be offered without limiting access to the Facility by the general public.

Golf Shop Operations: The Bidder shall display and maintain golf shop inventory consisting of golfing equipment and apparel that shall be offered for sale to the public at prices reasonable and comparable to prices being paid for equipment, supplies and apparel at other golf courses in the locality. Bidders shall outline a merchandising plan to achieve the stated goals in their Proposal.

Food & Beverage Services/Restaurant Operations: The food & beverage operation at the facility is currently limited to vending machines as well as small snacks offered in the pro shop. An external grill / barbeque option exists.

Bidders should outline how they would address the lack of food and beverage facilities and how they would provide golfers and outing customers with access to food and beverages.

Liquor License: The State will cooperate with the successful Bidder to acquire the necessary liquor license for the Facility to the Bidder. Any required application fees, filing fees or background investigation fees and expense shall be the responsibility of the Bidder. Upon expiration or termination of the Contract, the Bidder shall cooperate with the State to transfer the liquor license back to the State or to their designee.

Background Investigations: Principals, shareholders and senior executives of all Bidders, and subcontractors if applicable, shall consent to a criminal background investigation by the State. To expedite this process, background information forms shall be distributed only to those firms(s) selected by the State who pass the initial proposal review. The State reserves the right to reject any proposal if it believes that the Bidder will not be eligible to hold a liquor license or if the background investigation reveals any information which the State believes, in its sole discretion, would not reflect favorably upon the State or the Facility or may raise a question as to the Bidder's fitness to operate the Facility.

Golf Fees and Other Pricing: All prices charged including, but not limited to, green fees, cart fees, driving range fees, merchandise prices and food and beverage pricing will be posted on the premises at those locations where such fees are normally paid or readily made available to the general public.

Proposed Fees: Proposal should state the proposed green fees, cart fees and all other normal and customary charges. **Bidders may charge market-rate prices for all products and services.**

Public / State Access: In recognition that the Facility is a public asset, the Bidder shall make the Facility available to the State, community groups, schools and other organizations, under terms mutually acceptable to the State and Bidder.

Inspections/Review Procedures: For the purpose of inspection, the State, directly or through agents, reserves the right to enter upon any part of the Facility at any time. Authorized State personnel may conduct periodically scheduled inspections.

Permits & Licenses: The Successful Bidder shall be required, at its sole expense, to maintain all permits and licenses required to legally operate the Facility for its intended purpose.

Utilities: All utilities shall be transferred to the successful Bidder who shall pay before delinquency all charges for utilities, including electricity, gas, heating, cooling, refuse, water/sewer and telephones.

Maintenance and Repairs: The successful Bidder will maintain the below ground level water and sewer lines as well as irrigation facilities during the term of the Contract.

The successful Bidder shall, to the satisfaction of the State, provide normal and routine daily maintenance of the course and facilities, designed to keep the premises and equipment in a good state of repair, free from hazardous conditions and deterioration, thus providing for the comfort and safety of visitors and patrons. The standard to be used shall be consistent with a high-quality public golf course operation.

During the term of the Contract, the State may retain a golf course consultant to evaluate the course. Course deficiencies will be reported in writing to the successful Bidder and State. Successful Bidder will respond within 15 days and must take corrective action of the deficiencies within 10 days of the response.

Bidder should submit a detailed minimum Maintenance and Repair budget, including a reserve for capital repairs and replacement.

Trash, Rubbish and Garbage Removal: The successful Bidder shall provide, at its expense, all garbage, trash, rubbish and recycling receptacles within the confines of its area, and shall provide a sufficient number of these receptacles for its own use and for the use of the public. Dumping of receptacles and removal of trash, rubbish, garbage and recyclables shall be the responsibility of the successful Bidder.

Environmental Responsibility: The Facility is an integral part of the Delaware State Parks system. As such, it is essential that the operation of the Facility be in accordance with the highest environmental standards. The Contractor will, independently and in cooperation with the State, avoid harmful and wasteful management practices and products and will promote, wherever practical, environmentally-friendly, and sustainable practices and policies. At a minimum, the Contractor will continue existing management practices for maintenance, course management and building operations. Further, the Contractor will promote waste reduction, recycling, use of "green" products, alternative fuels, etc., for their own operation and customer's activities

Furniture, Fixtures and Equipment: The successful Bidder will be required to repair and maintain, at its own cost and expense, all equipment and furnishings according to reasonable standards. The State will make available all existing equipment "as is" upon the commencement of the Contract. Additionally, the successful Bidder will furnish, at its own cost and expense, all additions or improvements of equipment necessary for the successful operation of the Golf Course and shall replace at its own expense any equipment which may be provided by the State under the Contract, which has been

destroyed, damaged or reached the end of its useful life with like equipment or better. Upon expiration of the Contract, the successful Bidder shall redeliver said furniture, fixtures and equipment to the State in like or better condition. Successful Bidder will submit to the State an annual inventory and condition assessment of capitalized assets.

Facilities: The successful Bidder acknowledges it is receiving management control of the premises and personal property in good order and sanitary condition. The successful Bidder assumes sole responsibility for maintenance and repairs of all buildings and other improvements on the premises and will maintain the premises in good order and in sanitary and safe condition.

1.2. CAPITAL IMPROVEMENTS:

The Bidder should provide in response to this RFP an offer to fund capital improvements during the respective Contract Duration Period. The offer should be clear with respect to the financing of such capital improvements. Capital improvement concepts and plans for consideration can be submitted for any area of the Golf Course operation including, but not limited to, the following types of facilities: playing course, driving range, administrative offices, clubhouse, golf shop, food service and/or rest rooms. For evaluation purposes, the Bidder should ensure that its proposal addresses the following items in detail: (a) Amount or percent of revenue to be used for capital improvements and method of handling capital funds and (b) Definition of capital improvements including minimum dollar figure and life expectancy for improvements

Recommendations for capital improvements are referenced in the Exhibits. These are merely a guideline and are not mandatory. Bidders are requested to submit their own evaluation of capital improvements.

Capital Improvements Plan: All capital improvement designs and plans relating to the golf course and buildings shall be subject to prior approval by the State.

Plan Approval: No later than forty-five (45) days prior to the expiration of each Contract calendar year, the successful Bidder will submit to State an annual schedule, including an estimated statement of value, identifying that portion(s) of the Capital Improvement Plan which the successful Bidder proposes to implement during the next succeeding Contract calendar year. The State shall have thirty (30) days in which to accept or reject the proposed annual Capital Improvement schedule. If State modifies or rejects the proposed annual Capital Improvement schedule, the successful Bidder shall submit an alternate annual schedule for consideration.

Alterations/Additions to Premises: No alterations or additions shall be made to the Facility, or any part thereof, without first having obtained the written consent of the State or its authorized representative. Authorized alterations or additions shall be made at the successful Bidder's expense and shall become the property of State at the expiration or termination of the Contract.

Liens: The successful Bidder shall not have the right to create or permit the creation of any lien attaching to interest in the premises as a result of any construction of capital improvements, alterations or additions.

Closure: In implementing the Capital Improvements Plan, the successful Bidder will make an effort to avoid closing portions of the golf course, clubhouse or other facilities. Closure of any part of the facility for the purpose of performing capital improvements or for any other purpose will require the State's advance written approval, except for instances when unanticipated emergency improvements must be made immediately in order to protect life/property or if such closure should result from acts of force majeure.

Oversight: Prior to commencement of any modifications or improvements, successful Bidder shall notify the State before the start of a project. Without in any way modifying, impairing, or otherwise affecting the successful Bidder's obligations throughout the Contract Duration Period, the State shall, at its discretion, inspect all alterations of and capital improvements to the Golf Course. In connection therewith, the successful Bidder shall take such actions as the State may direct and all steps necessary or appropriate to cause such alterations and/or capital improvements to be completed in a timely, efficient, economical and workmanlike manner, and in accordance with all applicable Federal, State and/or Local building and safety standards and specifications.

Innovations: The Bidder may include innovations to enhance the quality, efficiency, or profitability of the existing operation. Bidder should be specific and reference any experience it may have in implementing the proposed innovation.

1.3. MARKETING & PROMOTIONS:

The Bidder shall provide a detailed overview of marketing & promotions related to general Facility operations. In doing so, the Bidder should address the following:

- Marketing program;
- Community outreach programs;
- Vision for the Facility's future and potential benefits of coordination with the adjacent State Park and other State-sponsored programs;
- Promotions to gain the support and interest of citizen groups, clubs and organizations; and
- Programs designed to maximize financial performance and
- Offer examples of marketing efforts of other courses highlighting successes in the above mentioned areas.

Signage: The successful Bidder shall coordinate the wording and placement of any signage with the State prior to placement.

Naming Rights:

The State will retain the Naming Rights to the Golf Course throughout the term of the Contract unless otherwise negotiated and agreed-upon. If the Bidder feels that the Facility name should be changed for advantageous marketing purposes, it should submit such proposals for the State's consideration.

1.4. GOLF COURSE MAINTENANCE:

The following is a brief summary of the Minimum golf course maintenance standards required under the Contract. Bidders are encouraged to submit additional maintenance standards, that if accepted, will become part of the Contract.

As a part of the State of Delaware's Park system, the State will place great importance on low-impact golf course maintenance practices.

Greens

- Overview: All greens should be smooth, uniformly turfed, firm but not hard, well defined and free of all major pest problems. Cups, poles and flags are to be uniform, clean and in good repair.

Mowing frequency	Daily
Mowing equipment	Walk Mowers or Triplex
Cutting height	1/8 - 3/16 .125 - .187
Daily Putting speed	9.0 - 10.5
Cups changed	Daily >100 Rounds
Ballmarks repaired	5-6x/wk
Amenities:	Meet or exceed competition
Tournament poles	
Zinc cups	
Logo flags	
- Course Logo	
Replace flags & cups	2-3X/year

Tees, Collars & Approaches

- Overview: Tees smooth, turfed, level, firm but not hard, clean, properly directed, with amenities in good condition and repair, consistent and uniform. Markers rotated consistent with cup rotation system and aligned with the line of play.

Mowing frequency	3-4X/week
Mowing equipment	Walk Mowers or Triplex
Cutting height	3/16 – 5/8 .187 - .625
Greens Approach & collar cut Frequency	3-4X/week
Tee markers changed	Daily >100 Rounds
Divots repaired (par threes)	5x/wk
Divots repaired (par 4s/5s)	3x/wk
Amenities:	Meet or exceed competition
Ballwashers/trash containers	
Benches as needed	

Tee signage
Yardage monuments
Divot bottles on carts
Divot buckets on Par 3's

Course Restrooms
- Service Frequency Daily

Fairways

- Overview: Smooth, uniform turf cover, stripe-mowed, clean, firm but not hard, well defined and contoured to properly support the ball for play.

Mowing frequency 3 - 4X/week

Mowing equipment
- cool season turfgrass 5-plex

Cutting height 1/2 - 5/8
 .500 - .62

Divot repair 1x/Bi-wkly

Yardage markings clean and repaired

Roughs

- Overview: Properly mowed and trimmed, clean and adequately uniform for play, distinct in height from fairway and intermediate rough.

Mowing frequency 1-2X/week

Mowing equipment Rotary or reel mower

Courteous Cut/Step Cut Rotary or Reel Mower

Cutting height (effective)
Cool Season 1.5 - 3.0
Courteous Cut/Step Cut 1.25-1.5

Mowing - green/tee banks 1- 2X/week

Chemical trimming of trees & fences Optional

White O.B. stakes Yes
Yellow/red hazard stakes or marking Yes

Bunkers

- Overview: Clean, well-defined, weed-free, raked and edged, well-drained, uniform and consistent throughout each bunker and the golf course. Minimum sand depth of four inches.

Mechanical or hand raking frequency MUST INCLUDE WEEKENDS AND HOLIDAYS

- | | |
|-------------------|-----------|
| - Green bunkers | 3-4X/week |
| - Fairway bunkers | 3-4X/week |

Spot check/raking by hand

- | | |
|-------------------|-----------------|
| - Green bunkers | Balance of days |
| - Fairway bunkers | Balance of days |

Edging - Cool & Warm Season Grasses

- | | |
|-------------------------|-------------|
| - Mechanical (interval) | 8 -10 weeks |
|-------------------------|-------------|

Cart Paths & Traffic Control

- Overview; All paths clean, well defined, edged, smooth, in good repair, well-drained and properly located with adequate width and proper surface for use. Curbing should be used for traffic control wherever possible. Permanent traffic devices should be pre-approved and carried consistently throughout the property, keeping aesthetic value and safety in mind.

Edging

- | | |
|-------------------------|------------|
| -Cool Season (Interval) | 8-10 weeks |
|-------------------------|------------|

Sweeping/Blowing Paths

- | | |
|------------------|------------|
| -Green/Tee areas | 1 -2x/week |
|------------------|------------|

Clubhouse Grounds

- Overview: Neat, well maintained grounds. Lawns with minimal weeds, mowed and edged, flowers of the season well cared for and properly rotated. All beds free of weeds, leaves and litter. All grounds free of litter and debris.
- Parking lots and sidewalks policed for litter daily and blown with blower or swept as needed prior to guests/members arrival or at night after closing.
- Lawns will be mowed one to two times per week and fertilized, irrigated, and edged on a regular basis.
- Landscape materials will be designed and installed to support either sun or shade as the areas present themselves. All plant material shall be fertilized, properly pruned and pest free. Annual plantings should be rotated two to three times during each season.
- Annuals and perennials will be planted in properly amended soil and support sun or shade as the areas present themselves.

Water Bodies

- Overview: Clean, well defined, minimal weeds and noxious growth. Marked attractively in accordance with USGA rules and materials.

Driving Range & Practice Center

1. PRACTICE GREEN STANDARDS:

- Overview: All practice greens should be as similar as possible to well-maintained course greens: smooth, uniformly turfed, firm but not hard, well defined and free of all major pest problems. Amenities should be uniform, clean and in good repair.

Mowing frequency	Daily
Putting speed	1/8 - 3/16 .125 - .187
Daily putting speed	9.0 - 10.5
Cups changed	2-3x/wk
Amenities:	Meet or exceed competition

2. RANGE LANDING AREA STANDARDS:

- Overview: Range landing areas should be clean, uniformly turfed and mowed, weed free and well marked to direct players. Nets and screens, when used, should be in good repair, and uniformly and neatly trimmed.

Mowing frequency	1 - 2X/week
Mowing equipment	5-plex, rotary or gang mws
Cutting height	Fwy/Rgh
Target greens	Yes
Target grn overseeding if applicable	Yes
Yardage markers or flags	Yes

3. PRACTICE TEE STANDARDS:

- Overview: All practice tees should be smooth, completely turfed within the current line location, level, firm but not hard, clean, properly directed. Amenities should be in good condition and repair, consistent and uniform. Mats, if used, should be clean and in good repair and replaced as necessary to ensure quality.

Mowing frequency	3X/week
------------------	---------

Mowing equipment	Triplex
Cutting height	3/8 - 5/8 .375 - .625
Line location changed	Daily
Divots repaired	3-4X/week
Amenities:	Clean and in good repair
Trash containers	Yes
Benches	Yes
Club washer	Yes
Spike Brushes	Yes
Bag racks	Yes
Drinking water	Yes
Yardage Marking system @ Tee	Yes
TREE TRIMMING	
Overview: All trees that prevent 100% turf grass coverage in the “in play areas” due to light exclusion must be selectively pruned. Trees that impose a safety threat to golfers or staff (falling branches etc.) must be removed or selectively pruned. Tree canopy height shall be consistent throughout the golf course. Stumps are unacceptable in play areas with the exception of areas designated as natural habitats. Trimming and removal will be in accordance with State policy.	

MAINTENANCE FACILITY STANDARDS

Maintenance Building Interior

- Building should be secure with the use of dead bolts, pad locks on gates and storage areas. **Consider changing the key coding within 24 hours when attrition occurs of any co-worker who has had the code. Consider the installation of an alarm system to sound when an intruder enters the building.**
- All fire extinguishers should be located at doorways or fire-prone areas of the building. The fire extinguishers need to be inspected and serviced annually by a certified company for proper working condition.
- All flammable material must be kept in a flammable resistant cabinet. (The exception is large containers i.e. oil drums).
- Proper storage of waste oils in secondary containment tubs is mandatory.
- The oil drums for waste and new oil need to be properly marked.
- Container of absorbent (turface or comparable product) to address spills.
- Provide adequate lighting, ventilation and heated workspace in the shop. The electrical receptacles should have grounding protection with 3-prong plugs throughout the shop.
- All parts should be stored in storage compartments or bins that are properly marked for easy inventory control.
- Shop should be organized and free of debris and clutter.
- Shop towels or throw-a-ways supplied along with hand cleaning gel for all co-workers.
- Shop floor should be clean and free of objects that may be a risk of injury to the employee.
- Designated rack to hang foul weather gear
- Eye wash kit, either portable or permanent, should be in all shop facilities.
- Drinking water, hot and cold water, and bathroom facilities are mandatory.
- Equipment should be parked in designated areas with well-defined, passable walkways.
- Hand tools should be in good condition (shovels, rakes etc.) and should be organized and stored in a hanging position on the wall.

Routinely empty all trash receptacles to avoid overflow.

Maintenance Building Exterior

- Equipment should be secured and in working order. All abandoned equipment should be broken down and salvaged for parts or removed from the property by beginning of heavy mowing season.
- Exterior of the building should be clean, painted and properly lighted.
- Wash pad area should be clearly defined and used in accordance with local and other ordinances.

- Proper storage of top dressing, aggregates and mulch should be in a designated area away from contamination. This may be storage bins, asphalt pads or a level area of ground.
- Roof, rain gutters and down spouts should be clean and rainwater directed away from building.
- Designated employee parking.
- Garbage bin area should be neat and clean with adequate dumpster size based on season.
- Area should be kept free of weeds.

Pesticide, Fertilizer and Seed Storage

- Pesticide room should be clean, organized and contain chemicals that will be used for the current season-- out of date chemicals must be disposed of in compliance with the local pesticide laws and regulations.
- Spill response kit should be available in pesticide storage area.
- Exterior of room should be properly marked in compliance with local pesticide laws and regulations.
- The pesticide room should have a secure lock and remain locked if a certified applicator is not in the immediate area.
- Adequate lighting with proper covering over the lights.
- Adequate ventilation and proper temperature maintained per label recommendations.
- Shelving should be plastic or galvanized steel for easy cleaning (no wood).
- A form of secondary containment should be established for any liquids. This could be the entire building or Tupperware or other tubs to hold the capacity of the liquid products.
- List of emergency phone numbers should be posted inside the pesticide facility.
- Inventory of chemicals to include a material safety data sheet for all chemicals should be available in superintendent's office.
- All materials should be stored ONLY in original containers.
- Wall-mounted eyewash station near the pesticide facility and mixing station.
- Fertilizer and other granular products should be neatly stacked, clean and organized.
- Seed should be stacked neatly on pallets or in containers to reduce waste and contamination.

Lunch Room

- The maintenance department should have a lunch area that accommodates the staff.
- Adequate lighting and seating for employees to eat lunch and have meetings.
- Laminated poster addressing federal standards
- Emergency phone numbers posted.
- First aid kit properly stocked and visible to co-workers.
- Proper Safety Equipment provided for and accessible to co-workers.

1.5. REPORTING, SYSTEMS AND OTHER DELIVERABLES

The successful Bidder is responsible for accurate accounting of all Facility revenues and expenses. Bidder must submit samples of existing financial reports for such revenues and expenses of golf courses currently managed and a description of the accounting systems and basis (i.e. accrual or cash) used to produce these reports. Identify accounting and computer system package(s) and procedures used to issue balance sheets, income statements and other financial reports. Financial reporting requirements will be specified in the Contract once a successful Bidder is selected. The State may require an annual audit by external auditors of the State's choosing (which will be paid for by the State), and reserves the right to review successful Bidder's records.

Within 90 days after each fiscal year, successful Bidder will provide an Annual Report including a Statement of Revenues and Expenses (detailed by revenue and expense line item), a Balance Sheet and a Statement of Cash Flows, all certified as true and correct by an outside accounting firm. Additionally, the Annual Report should include a narrative status report on the state of the Facility's condition, status of the capital improvement plans and a report on the number rounds of golf played.

The successful Bidder shall maintain a reconciliation of inventory, including any approved additions or replacements, that will comprise of the identification and condition of any State-owned equipment, tools and/or supplies made available to the successful Bidder for its use.

The successful Bidder will provide to the designated State representative a Quarterly Report on all Golf Course, Golf Shop, Driving Range and Other revenues and expenses. Furthermore, successful Bidder will provide to the designated State representative a Quarterly Report of Activity that reflects the volume of various services performed and, at a minimum, detailed by the general category or type of service, total dollar sales with subtotals broken down by green fees, cart rentals, golf shop sales and any other category of sales activity. Quarterly reports shall not be required to be certified by an outside accounting firm, but shall be certified as true and correct by an officer of the Bidder.

The successful Bidder will provide evidence of any and all required insurance/bonding and licenses prior to commencing operation on the Golf Course site or facilities.

Please Note: All Bidders shall be responsible for assessing what, if any, POS and accounting systems (hardware and software) are presently installed at the Facility. All Bidders should anticipate providing their own systems upon Contract commencement.

1.6. SUCCESSFUL BIDDER RESPONSIBILITIES

Throughout the Contract Duration Period, the successful Bidder shall, subject to any additions, clarifications, restrictions or limitations set forth elsewhere in this RFP, perform or cause to be performed all tasks specified by the State or which may be necessary or appropriate in connection with the ongoing operation, management, promotion, maintenance, repair and general upkeep of the Facilities. In performing such tasks, the successful Bidder shall, at a minimum, do the following:

- Supervise the sales and marketing, advertising, promotion and publicity relating to the Facility.
- Prepare and submit to the State any plans, books, records and other materials as specified elsewhere in this RFP.
- Maintain in full force and effect all operating contracts necessary or appropriate for the ongoing maintenance and operation of the Facility in accordance with this RFP.
- Interview, hire and supervise employees and staff needed for operation of the Facility subject to all Federal, State and/or Local statutes or regulations regarding appropriate hiring practices, wages, benefits and other conditions of employment.
- The Contract shall require the awarded Bidder to comply with all applicable Federal state and local statutes, codes, regulations, licenses and permits which govern any and all aspects of its operations (including those regulations specifically applicable to Delaware State Parks) and to obtain and to maintain any and all required licenses and permits throughout the term of the Contract. The State shall assist and cooperate as necessary to comply with awarded Bidders obligations.
- Establish green fee schedules and other fees for the Facility.
- Manage of play on the golf course and the operation of the Facility.
- Manage the Food & Beverage Services.
- Supervise the physical maintenance of the Facility.
- Perform all administrative acts and fiscal duties relating to (i) the payment of all indebtedness, taxes and assessments on retail sales or other obligations due or to become due with respect to the Facility and which accrue on or after the initial Contract Duration Period, (ii) the preparation, submission and processing of all claims regarding the Facility, and (iii) the giving and receipt of notices, reports and other communications arising out of, connected with or incidental to the management, maintenance or preservation of the Facility.
- Pay when due, all costs and expenses of every kind, including all amounts due to the State, associated with the management, maintenance and operation of the Facility, as provided for in this RFP.
- Procure building security services to preserve and protect the Facility against fire, theft, vandalism and other perils.

Restricted Activities of Successful Bidder

Without the prior written consent of the State, which consent may be granted or withheld in State's sole discretion, the successful Bidder shall not do, or cause or permit to be done, any of the following throughout the terms of the Contract:

- The State's intent is that the Facility shall be a public facility that shall not restrict access by the general public. The Bidder shall be able to offer "annual"-type memberships so long as their offering and use does not prevent the general public from accessing the majority of tee times available during normal operating hours – including weekends and holidays. No membership plans or offerings shall create a liability which shall encumber the Facility or State nor survive the Term of the Contract. Any membership offerings or plans shall be submitted to the State for its prior approval.
- Borrow or lend money, or enter into any other agreement (except as may be specifically provided for elsewhere in this RFP) in the name of the Facility or State.
- Enter into any agreement relating, directly or indirectly, to the Golf Course which will survive expiration or termination of the Contract.
- Assign, transfer, pledge, compromise or release any of the claims of or debts due to the State.
- Make, execute or deliver in the name of the Facility or State, or with respect to any of the assets of the State, any assignment for the benefit of creditors or any bond, confession of judgment, chattel mortgage, security instrument, deed, guarantee, indemnity bond or surety bond.
- Lease, sell, transfer, assign, convey, pledge, encumber, mortgage, hypothecate or otherwise dispose of State-owned equipment and supplies or the Golf Course or enter into any contract for such purpose without the express prior written approval of an authorized State representative.
- In the name of or on behalf of Facility or State, endorse any note, or become a surety, guarantor or accommodation party to any obligation.
- Violate any legal requirement of applicable rule, regulation or order of any Federal, State or Local body.
- Engage in, permit, suffer or allow the occurrence of any storage, holding, release, emission, discharge, generation, abatement, disposition, handling or transportation of any hazardous waste. Notwithstanding the foregoing, the successful Bidder need not secure the prior written consent of State before utilizing, in connection with the reasonable and necessary operation and maintenance of the Golf Course, fertilizers, pesticides, and fuel, provided such substances are utilized in compliance with all applicable laws and regulations and the necessary safety procedures are followed.
- Commence or maintain in the name of or on behalf of the State any action or proceeding, whether judicial, administrative or otherwise.
- Make any deletion, addition, modification, improvement or other alteration to the Golf Course other than as expressly authorized in the RFP or agreed to in acceptance of a successful Bidder's offer submitted in response to the RFP.
- The successful Bidder may not, except as may be expressly provided for in successful Bidder's response to the RFP and accepted by State, hire, employ, retain or contract to

hire (other than as an employee of the successful Bidder) any entity to manage the day to day operation of any portion of the Facility.

- All trade names, trademarks, logos, emblems and similar identifying matters related to or used or developed by successful Bidder in connection with the Golf Course shall be the sole and exclusive property of the State, and all matters relating to their use shall be subject to the State's approval in its sole judgment. If any design, devise, material or process covered by letters, patent, copyright or trademark is used by the successful Bidder in connection with the Golf Course, it shall provide for such use by successful Bidder and the State by legal agreement with the owner of the patent, copyright, or trademark or a duly authorized licensee of such owner.

1.7. GENERAL INFORMATION

Bidder must provide as part of its Proposal:

Firm name, address, telephone number, fax number, e-mail address and a primary contact person.

Resumes and/or background information and experience of key management and operational staff who will be assigned to provide the services outlined in this RFP, including but not limited to:

- Technical training and education
- Experience with services being requested
- Qualifications and abilities to perform the services being requested

Three (3) references of current clients, if applicable, including company name, address, telephone number, fax number, primary contact and type of services your company is performing for these clients.

Three (3) recent references for contracts that were not renewed or were cancelled, if applicable, including company name, address, telephone number, fax number, primary contact and type of services your company was performing at the time of non-renewal or cancellation.

NOTE: The Bidder agrees that the State or Golf ProfitBuilders may contact these references.

Bidder's background, including years in business, volume of clients, number of employees, areas of expertise and a list of relevant services the company provides.

All Bidders must submit an income statement and balance sheet for its bidding entity, certified as true and correct by an outside accounting firm, covering the years 2009 and 2010 year-to-date.

If such certifications are not available prior to the Proposal Deadline, they must be certified as true and correct by the Chief Executive Officer or Chief Financial Officer of the Bidder and, if chosen as the successful Bidder, must provide the outside accounting firm certifications prior to the Contract execution.

If the Proposing entity is a newly-formed or single-purpose entity, its obligations under the Contract must be guaranteed by its principals and/or parent entity(ies), as outlined above. In the case of a guarantee by a principal, the principal's 2008 and 2009 personal tax returns and current statement of net worth, certified as true and correct by an outside accounting firm, must be submitted.

1.8. SPECIFIC INFORMATION

Bidder's Operational Concepts and Plans: The Bidder must state fully its proposed operational concepts and plans in regard to the following:

- A. Overall Management & Business Plan for the Facility
- B. Detailed Concept and Plans for:
 - Ensuring that the Facility will be operated as a good-quality venue with excellent customer service standards.
 - Golf Operations (greens fees, memberships, carts, pro shop)
 - Golf Professional and Instructions
 - Golf Tournaments and Special Events
 - Driving Range
 - Food and Beverage Operations – Current & Options for the Future.
- C. Other information the Bidder deems pertinent to demonstrating its qualifications to perform the services being requested

Insurance & Performance Bond Requirements:

Insurance

The successful Bidder will be required to purchase all necessary Property and Casualty (an all-risk policy for full replacement value of all golf course improvements, structures, equipment and personal property), Worker's Compensation Insurance, General Liability Insurance, Liquor Liability Insurance, Pollution Liability Insurance and Automobile Liability Insurance. The successful Bidder shall purchase and maintain the insurance coverage with limits that will protect it as the successful Bidder from any and all claims set forth which directly or indirectly arise out of or result from the successful Bidder's operations under, and performance of the possible Contract whether such operation, or performance, be by the successful Bidder, agents, subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable. A Certificate of Insurance on all such insurance coverage carried by the successful Bidder shall be furnished to the State within ten (10) days of notice of award and upon annual or semi-annual renewal, throughout the complete Contract Duration Period. Throughout the Contract Duration Period (including any exercised option period), the successful Bidder shall maintain coverage in no less than the minimum coverage limits listed below. The insurance companies providing coverage must have a B+ VI or better rating in the most current edition of *Best's Key Rating Guide* and be authorized to do business in the State of Delaware.

- (a) Worker's Compensation Insurance: Worker's Compensation Insurance, including Employer's Liability at a minimum limit in accordance with Delaware Statutes. Such insurance shall be in strict accordance with the requirements of the most current and applicable State Worker's Compensation Insurance Laws in effect from time to time.

- (b) Comprehensive General Liability Insurance: Comprehensive or Commercial General Liability Insurance on an "occurrence" basis, with reasonably acceptable deductible, with a combined single limit for bodily injury and property damage of Five Million Dollars (\$5,000,000.00), or a limit carried, whichever is greater, covering Operations, Independent Successful Bidders, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Personal Injury and Explosion, Collapse and Underground Hazards. The limits of liability of the insurance coverage specified in this paragraph may be provided by any combination of primary and excess liability insurance policies.
- (c) Automobile Liability Insurance: Maintain owned, hired and non-owned automobile liability insurance covering all use of all automobiles, trucks, and other motor vehicles (including golf carts and other motorized golf course equipment unless liability shall be insured under (b) above, utilized in connection with the Contract with a combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000.00), or limit carried, whichever is greater.
- (d) Comprehensive Dishonesty, Destruction and Disappearance (3-D Bond): The successful Bidder shall obtain and maintain throughout the relevant Contract Duration Period (including any exercised option period) a 3-D Bond, or equivalent, in an amount not less than Two Hundred Thousand Dollars (\$200,000.00), or limit carried, whichever is greater, from a surety or insurance company authorized to conduct business in the State of Delaware and acceptable to the State covering as a minimum Depositor's Forgery and all employees who may handle funds or property in connection with the Golf Course.

Acknowledgement of Offer:

The Bidder by submission of its Proposal acknowledges that it has conducted such investigations and made such inquiries as it deems necessary to become fully familiar with the needs of the State with respect to the management, operation and maintenance of the Golf Course. Furthermore, the Bidder has not relied upon any representation or warranty of the State, Golf ProfitBuilders, Golf Maintenance Solutions or its agents or employees and has such skill, judgment and expertise in operating, managing and maintaining golf course facilities that it will be able to operate, manage and maintain the Golf Course in a professional, high quality manner.

Approval by the State: In any provision of this RFP or resulting Contract where the State's approval or consent is required, the State shall, except to the extent specifically stated to the contrary in such provision, have the right to withhold or refuse its approval or consent in State's sole and absolute discretion.

Bid Transmittal Form

All Bidders must complete this page and submit it with their Technical Proposal.

Bidders: Please check in the boxes below to confirm that you have received and reviewed the following:

- ☐ Exhibit "A"
- ☐ Exhibit "B"
- ☐ Exhibit "C"
- ☐ Exhibit "D"
- ☐ Exhibit "E"
- ☐ Exhibit "F"

Bidders MUST sign and attach the **Non-Collusion Affidavit** (Exhibit "E")

This Proposal is hereby submitted by:

Company name: _____

Address: _____

Telephone number: _____

E-mail address _____

Signature

Date

Taxpayer Identification Number _____

Typed name & Title of individual signing proposal

Pricing Proposal

The Pricing Proposal and the Bidder's response to it will be incorporated into the final Contract.

Bidders are encouraged to submit alternative Fee Proposals provided that the Bidder also submits a proposal in the required format.. In addition to a annual License Fee payment, the Bidder should indicate any additional forms of payment to the State based on the Gross Revenue. The Bidder should also provide information with regard to any amount of funds that the Bidder would intend to commit towards capital improvements during each year of operation. Any other reimbursements or revenue streams to the State that are anticipated by the Bidder should be clearly identified and detailed in the Bidder's response to the RFP. As part of its Pricing Proposal response, the Bidder should include a preliminary budget for the initial 5 years of the Contract Duration Period which provides details regarding all estimated revenues and expenses (including relevant budget categories) and reflects anticipated net operating income.

License Fee Payment

The Bidder agrees to pay to the State monthly license fees as follows:

Annual Payment in equal monthly installments

Year 1	May be as low as \$1.00 (assuming assumption of equipment loan)
Year 2	May be as low as \$1.00 (assuming assumption of equipment loan)
Year 3	May be as low as \$1.00 (assuming assumption of equipment loan)
Year 4	\$ _____
Year 5	\$ _____
Year 6	\$ _____
Year 7	\$ _____
Year 8	\$ _____
Year 9	\$ _____
Year 10	\$ _____

The license fee shall be paid monthly prior to or on the first of each month. See 'Section 4.5 Payment Terms' in the general RFP introduction for additional guidelines.

Capital Improvements

The successful Bidder proposes to provide and fund not less than the stated amount of capital improvements (see details regarding capital improvement considerations elsewhere in this RFP) shown for each year of the Contract years listed below:

Period	\$ amount or % of revenue amount, or combination.
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Year 1	_____
Year 2	_____
Year 3	_____
Year 4	_____
Year 5	_____
Year 6	_____
Year 7	_____
Year 8	_____
Year 9	_____
Year 10	_____

Alternative Proposals, Including Options for an Extended Term up to Thirty (30) Years. Bidders may submit alternative compensation proposals for consideration by the State, but only in addition to the above requirements.

This Proposal is hereby submitted by:

Company name: _____

Address: _____

Telephone number: _____

E-mail Address: _____

Signature

Date

Taxpayer Identification Number _____

Typed name & Title of individual signing proposal