

**Professional Services  
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](mailto: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

# 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 §6981 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 up to four (4) extension options with each proposed extension being in increments of two (2) to five (5) years with the term of the agreement not to exceed thirty (30) years. **The State reserves the right to decline proposed extensions and is not committed to a potential total thirty (30) year term.**

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, which 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:

- New greens complexes and bunkers
- Rebuilt tees
- Rebuilt driving range tees
- The removal of more than 400 trees
- Removal of the old clubhouse and swimming pool
- Construction of a new maintenance facility
- 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](http://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.**

### **1.3 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.

### **1.4 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.

## **2.0 Bidder Qualifications**

**2.1 Minimum Requirements:** Bidders shall provide evidence of a Delaware business license or evidence of an application to obtain the business license. Bidders shall also provide evidence of professional liability insurance in the amount \$1,000,000.00

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 entities 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.

## **3.0 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.

### **3.1. 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 RF

## **4.0 PROFESSIONAL SERVICES RFP ADMINISTRATIVE INFORMATION**

### **4.1 RFP ISSUANCE:**

This RFP is available in electronic form through the State of Delaware Procurement website at [www.bids.delaware.gov](http://www.bids.delaware.gov) Paper copies of this RFP will be available at the mandatory pre-bid meeting.

#### **4.2 Public Notice:**

Public notice has been provided in accordance with 29 Del. C. §6981.

#### **4.3 RFP Designated Contact:**

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Name: Ms. Mary Voshell  
Department: Delaware Division of Natural Resources and Environmental Control  
Address: 89 Kings Highway  
Dover, Delaware 19904  
e-Mail: [mary.voshell@state.de.us](mailto:mary.voshell@state.de.us)

To ensure that written requests are received and answered in a timely manner, electronic mail (e-Mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

#### **4.4 Consultants and Legal Counsel:**

The State of Delaware may retain consultants for legal counsel to assist in the review and evaluation of this RFP and the bidders' responses. Bidders shall not contact consultant or legal counsel on any matter related to the RFP.

#### **4.5 Contact with State Employees:**

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Bidders directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

#### **4.6 Organizations Ineligible to Bid:**

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to this RFP.

#### **4.7 Exclusions:**

The proposal Evaluation Team reserves the right to refuse to consider any proposal from a bidder who:

- a) Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b) Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c) Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d) Has violated contract provisions such as:
  1. Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  2. Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts.
- e) Has violated ethical standards set out in law or regulation; and
- f) Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

#### **4.8 Mandatory Pre-Bid Conference**

A mandatory Pre-Bid Conference will be held at the Facility clubhouse on November 12, 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

## 4.9 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.

## 5.0 PROPOSAL PACKAGE -INSTRUCTIONS TO BIDDERS

**To facilitate evaluation, submit your Proposal as described below.**

### 5.1 General Information

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing Bidder's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the Bidder may have taken in preventing the proposal. Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware reserves the right to deny any and all exceptions take to the RFP requirements.

### 5.2 Acknowledgement of Understanding of Terms

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, the sample contract, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

### 5.3 Technical Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming Proposals. Each proposal must be submitted with one (1) original and ten (10) copies of the 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.

All properly sealed and marked proposals are to be sent to the State of Delaware and received on later than 4PM EST on January 10, 2011. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail or by hand to:

Department: Delaware Department of Natural Resources and Environmental Control  
Address: 89 Kings Highway  
Dover, Delaware 19904  
Attn: Ms. Mary Voshell

Any Proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than 4PM EST on January 10, 2011. Any Proposal received after this date shall not be considered and shall be returned unopened. The proposing Bidder bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve Bidders from any obligation in respect to this RFP.

#### **5.4 Proposal Modifications**

Pursuant to Del. C. 29, C. 69, §6923, 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. Pursuant to Del. C. 69, §6923, in the event that a Bidder wishes to make any changes to his proposal prior to the scheduled opening, the Bidder must withdraw the proposal and then have it released and re-recorded prior to the scheduled opening of all bids. No modifications of the Proposal will be accepted at any time after the Proposal Due Date and time.

#### **5.5 Proposal Costs and Expenses**

The State of Delaware will not pay any costs incurred by any Bidder associated with any aspect of responding to the solicitation, including proposal preparation, printing or delivery, attendance at Bidders Conference, system demonstrations or negotiation process.

#### **5.6 Proposal Expiration Date**

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

#### **5.7 Late Proposals**

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with proposal title, Bidder name, and time and date of the proposals opening. Evaluation of the proposals is expected to benefit shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

#### **5.8 Proposal Opening:**

The State of Delaware will receive proposals until the date and time shown in the RFP. Proposals will be opened only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to the Bidder.

There will be no public opening of proposals but a public log will be kept of the names of all Bidder organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing Bidders prior to contract award.

### **5.9 Non Conforming Proposals**

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or mere formality shall reside solely with the State of Delaware.

### **5.10 Concise Proposals**

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner.

Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

### **5.11 Realistic Proposals**

It is the expectation of the State of Delaware the Bidders can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and represent the best estimate of time, materials and other costs including the impact of inflation and economic or other factors that are reasonably predictable.

### **5.12 Confidentiality of Documents**

All documents submitted as part of the Bidder's proposal will be deemed confidential during the evaluation process. Bidder proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any bidder's information to a competing bidder prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. CH. 100. Under all of the laws, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Bidder(s) are advised that once a proposal is received by the State of Delaware and a decision on contract awarded is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Bidders shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient Information to be evaluated and a contract written without reference to any proprietary information. If a bidder feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Bidder(s) must submit such information in a separate, sealed envelope labeled "Proprietary information" with the RFP number. The envelope must contain a letter from the Bidder's legal counsel describing the documents in the envelope, representing in good faith that the information

in the document is “public record” as defined by 29 Del. C. §10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

### **5.13 Multi-Bidder Solutions (Joint Ventures)**

Multi-Bidder solutions (joint ventures) will be allowed only if one of the venture partners is designated as the “**prime contractor**”.

The “**prime contractor**” must be the joint venture’s contact point for the State of Delaware and be responsible for the joint venture’s performance under the contract, including all project management, legal and financial responsibility for the implementation of all Bidders’ systems.

If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal.

Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Bidder of responsibility for the professional and technical accuracy and adequacy of the work. Further, Bidder shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-Bidder proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

#### **a. PRIMARY BIDDER**

The State of Delaware expects to negotiate and contract with only one “prime contractor”. The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from bidders who are co-bidding on this RFP. The prime Bidder will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime Bidder is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded Bidder. Payments to any-subcontractors are the sole responsibility of the prime bidder (awarded bidder).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

#### **b. SUB-CONTRACTING**

The Bidder selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime bidder shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by State of Delaware.

**c. MULTIPLE PROPOSALS**

A primary bidder may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

**5.14 Discrepancies 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.**

Bidder is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of Bidder. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, Bidder shall notify the State of Delaware’s Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor’s proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

**a. RFP Question and Answer Process**

The State of Delaware will allow written requests for clarification of the RFP. All questions will be consolidated into a single set of responses and posted on the State’s website at [www.bids.delaware.gov](http://www.bids.delaware.gov) by 12:00 PM each Friday. Bidders’ names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number  
Paragraph number  
Page number  
Text of passage being questioned

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word. The deadline for submitting all written questions is December 13, 2010. The State's target date to respond to all written questions is December 17, 2010.

### **5.15 State's Right to Reject Proposals**

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or Bidder's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

### **5.16 State's Right to Cancel Solicitation:**

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

### **5.17 State's Right to Award Multiple Source Contracting**

Pursuant to 29 Del. C. § 6986, the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

### **5.18 Notification of Withdrawn Proposal**

Bidder may modify or withdraw its proposals by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposals due date in order to be considered further.

Proposals become the property of the state of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

### **5.19 Revisions to the RFP**

If it becomes necessary to revise any part of the RFP, and addendum will be posted on the State of Delaware's website at [www.bids.delaware.gov](http://www.bids.delaware.gov) The State of Delaware is not bound by any statement related to the RFP made by any State of Delaware employee, contractor or its agents.

### **5.20 Exceptions to the RFP**

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be highlighted and included in writing in the proposal. Acceptance of exceptions is within the sole discretion of the evaluation committee.

### **5.21 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. No award or contract entered into between the State and the awarded Bidder shall obligate the State to the awarded Bidder for any projected returns or revenue resulting from the contract

#### **a. RFP Award Notifications**

After reviews of the evaluation committee report and its recommendation, one once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the Bidder whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid or the Bidder who receives the highest total point score, rather the contract will be awarded to the Bidder whose Proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning Bidder will be invited to negotiate a contract with the State of Delaware; remaining Bidders will be notified in writing of their selection status.

## 6.0 RFP Evaluation Process and 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.
- **Criteria Weight**  
All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

<b>Criteria</b>	<b>Weight</b>
Income to the State	15%
Financial Condition	20%
Experience and Expertise in Operation	25%
Operational Plans and Concepts	15%
Administrative Expertise	10%
Reputation	10%
Presentation	5%

<b>Total</b>	<b>100%</b>
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**6.1 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.

Pursuant to 29 Del. C. 69 §6927 (d), the performance bond shall be 100% of the contract fee. 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.

**6.2 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.

**6.3 Termination for Convenience:** The State of Delaware may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the State of Delaware, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware. If the contract is terminated by the State of Delaware as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract)

incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

**6.4 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:**

The concession service in accordance with the following **minimum** schedule:

Shall be open and properly staffed seven (7) days a week, including holidays except those holidays approved by DPR, 8:00 AM to one hour before sunset. Operating hours for the golf course are contingent on weather conditions to be determined by the successful Bidder. The hours of operation shall be posted in a conspicuous place in the concession area. Bidders shall submit a seasonally and operational schedule as notification to DPR. The DPR reserves the right to adjust the operating schedule based upon public inquires.

**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. The LICENSEE shall be

responsible for removing the trash from the golf course in accordance with the State of Delaware's Single Stream Recycling Policy and the spirit of the State of Delaware's Governor's Executive Order 18 [http://governor.delaware.gov/orders/exec\\_order\\_18.shtml](http://governor.delaware.gov/orders/exec_order_18.shtml) entitled LEADING BY EXAMPLE TOWARDS A CLEAN ENERGY ECONOMY & SUSTAINABLE NATURAL ENVIRONMENT.

**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

Dependent upon the scope and cost of any Capital Improvement project as defined under the terms of this agreement the provisions in Title 29, Chapter 69 of the Delaware Code shall apply. 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.

<b><i>Greens</i></b>	
• 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	<b>5-6x/wk</b>
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
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Greens Approach & collar cut Frequency	3-4X/week
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Tee markers changed	Daily >100 Rounds
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Divots repaired (par threes)	5x/wk
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Divots repaired (par 4s/5s)	3x/wk
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Amenities:	Meet or exceed competition
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- 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
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***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
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Divot repair	1x/Bi-wkly
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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 mwr
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 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.
- (e) Performance Guarantee: The Bidder shall furnish and keep in full force and effect, during the term of the contract, a performance guarantee made payable to the Department upon execution of this agreement, in the amount of the Bidder's annual license fee (calculated using the average annual License fee over the first 10 years of the contract) conditioned for the full performance of all terms and conditions contained in the contract. The performance guarantee shall either be a cash deposit, surety bond, certificate of deposit, passbook savings account, automatically renewable irrevocable letter of credit, or another form acceptable to the Department. Said amount is not subject to increase but shall remain constant throughout the terms of the contract.

**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:

<b>Period</b>	<b>\$ amount or % of revenue amount, or combination.</b>
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 to four (4) extension options with each proposed extension being in increments of two (2) to five (5) years with the term of the agreement not to exceed thirty (30) years. The State reserves the right to decline proposed extensions and is not committed to a potential total thirty (30) year term.** 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

SAMPLE - CONCESSION LICENSE AGREEMENT  
FOR THE OPERATION AND MAINTENANCE  
OF  
GARRISONS LAKE GOLF CLUB  
SMYRNA, DELAWARE

**Preface**

**WHEREAS**, the State of Delaware has provided certain facilities for the use and benefit of the public in areas under the administration of the Department of Natural Resources and Environmental Control, Division of Parks and Recreation (“DPR”), and

**WHEREAS**, DPR is authorized and empowered by Title 7, Chapter 47 of the Delaware Code to develop and maintain certain areas for recreation within the State of Delaware and to employ such managerial, administrative and technical assistance as is, in the opinion of DPR necessary in order to plan for and to develop and maintain the areas which it administers, and

**WHEREAS**, DPR is authorized and empowered by Title 29, Chapter 69 §6981 of the Delaware Code to seek proposals from qualified entities to provide management and operations services under this Agreement for the DPR owned and controlled property known as Garrisons Lake Golf Club, owned by the State of Delaware and operated by DPR, all as more particularly described on “Exhibit A” attached hereto and incorporated herein by reference (“GLGC” or the “Facility”), and

**WHEREAS**, this Agreement sets forth the obligations of the parties hereto with respect to operating the following for the benefit of the public in a non-discriminatory manner a one (1) 18-hole golf course with a golf pro shop, driving range, cart storage, large outdoor patio and deck and two (2) maintenance buildings, and

**WHEREAS**, LICENSEE agrees to assume all obligations under this Agreement including all attachments hereto, and

**NOW, THEREFORE**, for the purpose of providing these services, the following license is granted in accordance with the provisions set forth herein and referred to as Contract No. (TBD).

**GRANT OF LICENSE**

In consideration of the covenants and representations made herein by the License, hereby granted to [TBD] hereinafter referred to as the LICENSEE:

NAME

ADDRESS:

TELEPHONE NUMBER:

EMAIL ADDRESS:

and the LICENSEE hereby accepts from the DPR, a license to operate Garrisons Lake Golf Club for the period beginning on March 1, 2011 and ending on February 28, 2021, both days inclusive.

In consideration of the covenants hereinafter contained but subject to the Laws of the State of Delaware and applicable orders, rules and regulations of the DPR thereof now in existence or which may hereinafter be enacted; the parties hereto agree to set forth herein.

**I. DEFINITIONS**

- A. The term "Facility" or "GLGC" is defined as:
  - 1. The land located in the City of Smyrna, State of Delaware, commonly known as the Garrisons Lake Golf Club which is more particularly described in Exhibit "A" attached hereto (the "Land");
  - d. 2. ALL BUILDINGS AND OTHER IMPROVEMENTS, INCLUDING ALL GOLF COURSE AMENITIES SUCH AS PATHS, RANGES, COURSES, IRRIGATION SYSTEMS AND UTILITY SYSTEMS LOCATED ON THE LAND (THE "IMPROVEMENTS");
  - e. 3. ANY EQUIPMENT OR OTHER PROPERTY WHICH IS AFFIXED TO THE IMPROVEMENTS SO AS TO CONSTITUTE FIXTURES UNDER DELAWARE LAW ("FIXTURES") (THE LAND, THE IMPROVEMENTS AND THE FIXTURES ARE COLLECTIVELY REFERRED TO HEREIN AS THE "REAL PROPERTY");
  - 4. All other equipment, furniture, furnishings, decorations and other tangible personal property now existing and located upon the Real Property as more particularly

described on **Exhibit B** attached hereto and incorporated herein by reference (the "Personal Property");

5. Any and all easements, appurtenances and other rights appurtenant to the Real Property.

B. The term "Capital Improvements" shall mean replacements and alterations to the Property which extends the life or increases the productivity of the improvements at the Property whereby amounts spent on such replacements and alterations are required to be capitalized according to the provisions of the 1986 Internal Revenue Code, updated and amended as of 2006. Capital Improvements shall not include routine maintenance and repair expenses as set forth in the definition of Repairs below. Dependent upon the scope and cost of any Capital Improvement Project as defined under the terms and provisions of this agreement, the provisions of Title 29, Chapter 69 § 6960, Prevailing wage requirements of the Delaware Code shall apply. Please reference <http://delcode.delaware.gov/title29/c069/sc04/index.shtml> for details concerning this Chapter.

C. The term "**Repairs**" shall mean all repairs and maintenance performed at the Property, including, but not limited to, repairs or maintenance performed with respect to the roofs, gutters, downspouts, paving, curbs, ramps, driveways, porches, patios, exterior walls, exterior doors and doorways, windows, carpets, appliances, fixtures, computers, mechanical, HVAC equipment, irrigation system and golf course but specifically excluding Capital Improvements (collectively, the "Repairs"). (Should we mention irrigation system?)

D. The term "**Major Repairs**" shall mean all Repairs that cost more than Five Thousand Dollars (\$5,000) in the aggregate to complete.

E. The term "**License Fee**" shall mean a fixed amount, payable by the LICENSEE to DPR, in accordance with the schedule set forth in Section II of this Agreement.

F. The term "**Percentage Fee**" shall mean a payment based on a percentage of Gross Revenues payable by the LICENSEE to DPR on the first day of each quarter during the Term in accordance with the provisions set forth in Section II of this Agreement.

## **II. ADMINISTRATION**

### **EXTENSION OPTION:**

Based upon the successful completion of the terms and conditions contained herein as sole determined by DPR, DPR reserves the right with mutual consent of the LICENSEE to extend or

renegotiate the terms and conditions of this contract at the DPR's sole discretion not to exceed four (4) additional two (2) to five (5) year extensions, not to exceed a total of thirty (30) years.

FACILITIES AND EQUIPMENT:

Facilities and equipment will be furnished as follows:

A. By DPR:

- One 18-hole golf course which includes fairways, greens, driving ranger, tees and paved paths
- Pond and irrigation system
- Any equipment, machinery or furnishings as described in Exhibit "B" attached.
- Patio and decking
- Parking lot
- Stone surface fenced- in cart storage area
- Fuel Tanks
- Remaining retail merchandise from previous operator
- Remaining chemicals from previous operator
- Remaining gasoline from previous operator

B. By the LICENSEE:

- Assumption of Clubhouse and Pro Shop Lease Agreement
- Assumption of Equipment Loan
- Fleet of Golf Carts

NO LEASE:

It is expressly understood and agreed that no building space or building, or any part of the concession premises, is leased to the LICENSEE, but that during the term of the license, the LICENSEE shall have the use of the concession premises, as herein provided; and that the LICENSEE has the right to occupy the space assigned to it and to operate the concession herein granted to it and to continue in possession thereof only so long as each and every provision and condition herein contained is properly complied with.

TIMELY SUBMISSIONS:

License fees, insurance policies, performance guarantees, interest payments and any other documents, submissions, or payments which may be required from this Agreement shall be promptly submitted by LICENSEE to DPR agents or representatives who may be identified from time to time in writing by the DPR.

LICENSE FEE

LICENSEE, as a fee for the license and concession rights herein granted, agrees to pay to the DPR of Natural Resources and Environmental Control, Division of Parks and Recreation, 89 Kings Highway, Dover, DE 19901, license fees are as follows:

- 2011-\$
- 2012-\$
- 2013-\$
- 2014-\$
- 2015-\$
- 2016 -\$
- 2017-\$
- 2019-\$
- 2020-\$
- 2021-\$

or % of gross receipts, whichever is greater. The license fee shall be due in two equal installments on July 15 and December 15 of each year.

The LICENSEE agrees to submit a weekly receipts report, including Point of Sale "Z" tape, covering all operations under this agreement to DPR plus a tabulated annual gross receipts report for the period of operation on or before December 31 of each year.

PERFORMANCE GUARANTEE

The LICENSEE shall furnish and keep in full force and effect, during the term of the contract, a performance guarantee made payable to the DPR upon execution of this agreement, in the amount of the LICENSEE's annual license fee (calculated using the average annual License fee over the first 10 years of the contract) conditioned for the full performance of all terms and conditions contained in the contract. The performance guarantee shall either be a cash deposit, surety bond, certificate of deposit, passbook savings account, automatically renewable irrevocable letter of credit, or another form acceptable to the DPR. Said amount is not subject to increase but shall remain constant throughout the terms of the contract.

NO LEASE:

It is expressly understood and agreed that no building space or building, or any part of the concession premises, is leased to the LICENSEE, but that during the term of the license, the LICENSEE shall have the use of the concession premises, as herein provided; and that the LICENSEE has the right to occupy the space assigned to it and to operate the concession herein granted to it and to continue in possession thereof only so long as each and every provision and condition herein contained is properly complied with.

TIMELY SUBMISSIONS:

License and percentage fees, insurance policies, performance guarantees, interest payments and any other documents, submissions, or payments which may be required from this Agreement shall be promptly submitted by LICENSEE to DPR agents or representatives who may be identified from time to time in writing by the DPR.

ACCOUNTS AND AUDIT:

The LICENSEE agrees to maintain the books of account and records of all operations including and to establish systems of bookkeeping and accounting in a manner satisfactory to the DPR and to permit an inspection of said books and records by the DPR and the State Auditor's Office as often as in the judgment of the DPR such inspection is deemed necessary. The DPR will conduct an audit at least once during the term of the contract. In the event of a discrepancy, the concessionaire will be made accountable for any and all unreported revenues and for reasonable attorney fees if necessary to rectify such under reporting plus any other expenses incurred by the DPR in identifying or collecting such revenue.

The LICENSEE also agrees to submit an annual financial statement no later the April 30<sup>th</sup>, which includes a listing of all gross receipts/sales and expenses, and copies of the monthly gross receipts tax, as reported to the State of Delaware, for the preceding year of operation.

REPORT OF ACTIVITIES

The LICENSEE shall submit along with the annual financial statement, an annual report of golf related activities by month including but not limited to a list of outings, memberships and rounds of golf played.

TAXES AND PERMITS:

The LICENSEE shall pay all local, State and Federal taxes and/or other license fees which may be imposed or legally chargeable, and obtain all necessary permits and licenses at its own cost and expense, as a result of operating the business conducted hereunder.

ASSIGNABILITY:

The LICENSEE shall not sell, mortgage, rent, assign, or parcel out the license hereby granted, or any interest therein, or allow or permit any other person or party to use or occupy any part of the premises or spaces covered by this license for any purpose whatsoever; nor shall the license be transferred by operation of law, it being the purpose and spirit of this instrument to grant this license and privilege personally and solely to the LICENSEE herein named.

INSPECTION:

The LICENSEE agrees that at all times free access will be given to authorized representatives of the DPR and other county, state or federal officials having jurisdiction for inspection purposes. DPR representatives will conduct periodic site inspections of the concession operation and assigned facilities. The LICENSEE further agrees that if notified by the DPR or its authorized representatives that any part of the licensed premises or the facilities thereof is unsatisfactory, the LICENSEE will remedy the same within five (5) working days, or a reasonable time period agreed upon between the DPR and the LICENSEE. Should the LICENSEE fail to do so, the DPR may remedy the same and pay cost of such remediation shall be at the expense of the LICENSEE.

UTILITIES:

The LICENSEE shall pay for all operational costs of electric current, heat, telephone and other utilities used in or about GLGC.

FACILITY SITE INSPECTION:

LICENSEE has visited the site of Garrisons Lake Golf Club and is familiar with the physical conditions and limitations involved. LICENSEE warrants that they have investigated the conditions to be encountered for operation and maintenance of the golf course including character, quality and amount of service to be performed, the materials, equipment, and facilities to be furnished, and the requirements of the specifications and contract.

### III. INSURANCE

#### LIABILITY FOR ACCIDENTS:

The LICENSEE expressly agrees to hold the State of Delaware, the DPR, and any of its employees harmless from any and all claims arising out of any violation by the LICENSEE of any law, rule, regulations or order, and from any and all claims for loss, damage or injury to persons or property of whatever kind or nature arising from the operation of this license by the LICENSEE, or from the negligence or carelessness of employees of the LICENSEE while on the job. The LICENSEE expressly agrees to indemnify the State of Delaware, the DPR or any of its employees to the extent of any recoveries against them individually and/or jointly arising from same.

#### INSURANCE

LICENSEE 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 LICENSEE shall purchase and maintain the insurance coverage with limits that will protect it as the LICENSEE from any and all claims set forth which directly or indirectly arise out of or result from the successful LICENSEE's operations under, and performance of the license whether such operation, or performance, be by the LICENSEE, 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 LICENSEE shall be furnished to the State within ten (10) days of notice of award and upon any agreed to extension of the license, throughout the complete Contract Duration Period. Throughout the Contract Duration Period (including any exercised option period), the LICENSEE 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.

- (f) 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 throughout the Contract Duration Period.
- (g) Comprehensive or Commercial 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 Licensee, 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.

- (h) 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.
- (i) Comprehensive Dishonesty, Destruction and Disappearance (3-D Bond): The successful LICENSEE 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.

If at any time any of said policies shall be or become unsatisfactory to the DPR as to form or substance, or if any company issuing any such policies shall become unsatisfactory to the DPR, the LICENSEE shall promptly obtain a new policy, submit the same to the DPR for approval, and submit a certificate thereof as provided herein. Upon failure of the LICENSEE to furnish, deliver, and maintain such insurance as above provided, this license may, at the election of the DPR, be forthwith declared suspended, discontinued, or terminated and any and all payments made by LICENSEE on account of this license shall thereupon be retained by the DPR. Nothing contained herein shall be construed or deemed to be a waiver of the Sovereign Immunity of the State of Delaware.

#### **IV. OPERATIONS AND MAINTENANCE**

##### **CONVENIENCE AND BENEFIT OF THE PUBLIC:**

LICENSEE understands and agrees that this Concession Agreement and the operations hereunder are provided first and foremost for the convenience, benefit and enjoyment of the public. LICENSEE acknowledges that the quality of its services to the public is essential to the satisfactory performance

of this Agreement. To this end, LICENSEE shall maintain the golf course and any equipment, supplies and materials included under this Agreement in an attractive, safe, operable, sanitary and inviting condition at all times, including entrances and exits. It is the intent and agreement of the DPR and LICENSEE that first class, top quality standards consistent with the operation of a premium public golf course shall be diligently adhered to and implemented by LICENSEE so as to reflect positively on the reputation of LICENSEE and Delaware State Parks.

LICENSEE agrees and warrants that all services and items sold or kept for sale at the golf course pursuant to this Agreement shall be of the highest quality and standards, and must conform in all respects to federal, state, county and municipal laws, ordinances and regulations. All goods and services offered for sale must be in good taste and considered appropriate, proper and consistent with the State Park's policies, missions and responsibilities to its patrons. Service shall at all times be prompt, courteous and efficient and shall be provided without discrimination. In the event that in the sole judgment of the DPR any goods or services offered by LICENSEE are inconsistent with the image, policies or reputation of the Delaware State Parks or are otherwise deemed unsuitable, the DPR may require LICENSEE to cease offering and selling such goods or services immediately and LICENSEE agrees to promptly comply with any such directions from the DPR.

PRICES, RATES AND CHARGES:

The LICENSEE shall display in a conspicuous place at the pro shop, a neat and legible sign listing all public services and products offered at the golf course and the prices to be charged for each service or product. This price list shall be submitted to the DPR before the beginning of operation with a schedule of the services to be offered and the prices to be charged for each service. The LICENSEE agrees to offer only such services and merchandise at such prices as have been approved by the DPR.

In approving rates, primary consideration will be given to the prices charged for similar classes of services and merchandise furnished outside the areas administered by the DPR under similar conditions.

ITEMS FOR SALE AND SERVICE:

The LICENSEE may, upon compliance by them with all the provisions herein, offer the following services and items for sale:

Throughout the Contract Duration Period, the LICENSEE shall 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 golf course. In performing such tasks, the LICENSEE shall, at a minimum, do the following:

- Establish green fee schedules and other fees for the Facility including but not limited golf rounds, memberships, outings, special events and other activities.
- Manage play on the golf course and the operation of the Facility.
- Manage the Food & Beverage Services.
- Supervise the physical maintenance of the golf course.
- Supervise the sales and marketing, advertising, promotion and publicity relating to the course.
- 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 contract.
- Procure building security services to preserve and protect the Facility against fire, theft, vandalism and other perils.
- Secure a license for service of alcoholic beverages for patrons of the golf course as permitted by the Delaware Alcohol & Beverage Commissioner

The LICENSEE agrees to withdraw from sale or rent any items disapproved by the DPR, such as State Park souvenirs (hats, tee shirts, etc.). **No tobacco products shall be sold on the premises.**

OPERATING SCHEDULE:

The LICENSEE agrees to operate the concession service in accordance with the following **minimum** schedule:

Shall be open and properly staffed seven (7) days a week, including holidays except those holidays approved by DPR, 8:00 AM to one hour before sunset.

Operating hours for the golf course are contingent on weather conditions to be determined by the LICENSEE. The LICENSEE shall post the hours of operation in a conspicuous place in the concession area. The LICENSEE shall submit seasonally an operational schedule as notification to DPR. The DPR reserves the right to adjust the operating schedule based upon public inquires.

FEE NOT AFFECTED:

The DPR reserves the right to enlarge, close or reduce the size of any area for purposes of improvement, repair, construction or any other legitimate purpose. The DPR reserves the right to periodically close the facility for the purpose of general maintenance, painting, etc. when necessary. It is understood that any of the above actions will not entitle the LICENSEE to any reduction or suspension of the license fee unless otherwise approved by the DPR.

PROTECTION OF PROPERTY:

The LICENSEE shall protect all State property from damage by themselves, their employees, the public, or the elements, insofar as it is possible to do so. It is further understood that the State of Delaware, the DPR or any of its employees shall not be responsible for any of the LICENSEE's property.

EMERGENCY:

The Division and LICENSEE or their designated agent shall be available by phone and/or pager twenty-four (24) hours a day, seven days a week for emergencies during the entire term of the contract. Information on how to contact the LICENSEE or their designee is to be provided to DPR's Chief of the Office of Business Services.

DAMAGE TO PREMISES:

In the event State property or facilities are damaged in any way whatsoever by reason of any act or omission of the LICENSEE or its employees, then the license shall continue in full force and effect and the LICENSEE shall repair at its own cost and expense the facility or property so damaged. Upon the failure of the LICENSEE to make such repairs within five (5) working days or a reasonable time period agreed upon by the DPR and the LICENSEE, the DPR may repair such damage at the cost and expense of the LICENSEE.

SANITATION:

The LICENSEE shall see that the premises occupied under this license are maintained in a safe, clean and sanitary condition, conforming to all rules and regulations pertaining to sanitation and safety as written the Delaware Food Code and administered by the Delaware Division of Public Health.

All rubbish, refuse garbage and debris shall be collected by the LICENSEE deposited in containers sorted in accordance with the State of Delaware's Single Stream Recycling Policy. The LICENSEE shall provide containers for the public's use. The LICENSEE shall be responsible for removing the

trash from the golf course in accordance with the State of Delaware's Single Stream Recycling Policy and the spirit of the State of Delaware's Governor's Executive Order 18

[http://governor.delaware.gov/orders/exec\\_order\\_18.shtml](http://governor.delaware.gov/orders/exec_order_18.shtml) entitled LEADING BY EXAMPLE TOWARDS A CLEAN ENERGY ECONOMY & SUSTAINABLE NATURAL ENVIRONMENT.

The DPR reserves the right to assess the LICENSEE with a cleaning fee based upon a local professional cleaning service price quotation if the facility left in a condition unsatisfactory to DPR standards at the end the contract.

**KNOWLEDGE OF ALL APPLICABLE LAWS, RULES AND REGULATIONS:**

The LICENSEE will keep themselves fully informed and comply with all laws, ordinances, rules and regulations in any manner affecting their operation under this agreement, and of all orders and decrees of bodies and tribunals having jurisdiction of authority over the same. The LICENSEE will have an obligation to promote and support park rules and regulations. They will protect the State against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree whether by themselves or their employees.

**SMOKING PROHIBITED:**

Smoking is prohibited in State owned facilities.

**ALTERATIONS:**

If any alterations, modifications, additions or improvements of the licensed premises and facilities are desired by the LICENSEE, the LICENSEE shall first submit plans and specifications therefore to the DPR for approval, and no alterations, modifications, additions and/or improvements shall be made or work commence without first obtaining the DPR's written approval and consent. All costs for any approved work shall be the responsibility of the LICENSEE unless the DPR consents to share a portion of said costs or provide necessary materials and/or labor.

**MAINTENANCE AND REPAIRS**

- A. Property Condition. Subject to the provisions set forth below (Maintenance of Grounds, Building and Facilities), the Facility as defined in **Exhibit A—Facility**, and the equipment as defined in **Exhibit B—Equipment** shall be maintained and kept in good and acceptable (as determined by DPR) condition and repair by LICENSEE at its own expense.
- B. Inventory Report. LICENSEE and DPR shall prepare a report detailing the quality, quantity and condition all of the inventory and personal property located at the Facility as of the Effective Date and such report shall be attached hereto and incorporated herein by

reference as “**Exhibit B – Equipment**” (the “Inventory Report”). At the expiration of the Term, LICENSEE shall surrender the Facility and all items in the Inventory Report, or replacement items, to DPR in the same or better condition as when received.

- C. Replacement. LICENSEE agrees that if it elects to replace any items on the Inventory Report it will replace such items with items of similar or better quality. If at any time during the term, DPR has approved the replacement of certain items with other like items, and then DPR shall be deemed to have accepted the quality of such item as being similar or better than the quality of the item that it replaced.
- D. At any time during the period this Agreement is in effect, DPR shall have the right to inspect any part of the Facility and equipment with regard to the level of maintenance being performed by LICENSEE. If, as the result of such inspection, it is the determination of DPR that any deficiencies exist in the conditions of the Facility and equipment which are the LICENSEE’s responsibility then DPR shall so inform LICENSEE in writing. LICENSEE shall correct such deficiencies within such reasonable period as specified by DPR at which time a follow-up inspection shall be conducted. If the deficiencies have not been corrected at the time of such follow-up inspection DPR shall have the right, but not the obligation, to correct such deficiencies itself and to charge and collect from LICENSEE the cost of labor and materials used. Any such bill is to be paid by LICENSEE upon presentation. The repeated or persistent failure of LICENSEE to properly maintain the Facility and/or equipment shall constitute a material breach of this Agreement and such failure may, at the option of DPR, result in the termination of this Agreement.

**MAINTENANCE OF GROUNDS, BUILDINGS AND FACILITIES:**

The following are minimum golf course maintenance standards required under this Agreement. These standards may be modified by mutual agreement as needed to accommodate weather and other course conditions. As a part of the State of Delaware’s Park system, the DPR places great importance on low-impact golf course maintenance practices. LICENSEE agrees to maintain the Facility’s participation as an Audubon Cooperative Sanctuary golf course and utilize integrated pest management 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
Ball marks repaired	<b>5-6x/wk</b>
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
Ball washers/trash containers	
Benches as needed	
Tee signage	
Yardage monuments	



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 should be mulched and 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 mowers
Cutting height	Fwy/Rgh
Target greens	Yes
Target green 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

**1.1. 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 coding within 24 hours when attrition occurs of any co-worker who has had the code.**
- All fire extinguishers should be located at doorways or fire-prone areas of the building. The fire extinguishers need to be checked annually 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.

#### **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 and rain gutter should be clean.
- Designated employee parking.
- Garbage bin area should 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 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 DPR should have a lunch area that accommodates the staff.
- Lockers or other designated area for personal gear.
- Adequate lighting and seating for employees to eat lunch and have meetings.
- Lunchrooms should have adequate heat and air conditioning where appropriate. The counter tops need to be non-porous material that will be easy to clean. The flooring needs to be an easy to clean surface and the walls need to be well kept and painted.
- Laminated poster addressing federal standards
- Emergency phone numbers posted.
- Lunchroom and bathrooms should be clean and organized at all times and contain no old broken down sofas or other furniture.
- Lunchroom should have a quality table and chairs, microwave(s), refrigerator, and hot plate(s) or stove as preferred by staff.
- First aid kit properly stocked and visible to co-workers.
- Proper Safety Equipment provide to co-workers

### LIMITATIONS ON USE OF EQUIPMENT

LICENSEE understands and agrees that the equipment owned by DPR and available for use in connection with the Facility and operations, including the equipment specified on the attached **Exhibit B**, is not to be used by the LICENSEE either directly or indirectly on or for the benefit of any facility not owned by the State.

## STATE USE OF FACILITY AND COOPERATION WITH OTHER PARK OPERATIONS

This Agreement grants LICENSEE the exclusive right to use the Facility except as specifically set forth in this Agreement. At any time during the Term, the State of Delaware may use all or a portion of the Facility at no charge or at a reduced charge, provided the State obtains LICENSEE's prior written approval of such use which approval shall not be unreasonably withheld or delayed. DPR reserves the right to limit or constrain activities at the Facility in order to undertake certain initiatives such as agronomic instructions and sports management coursework. DPR will make its best effort to notify LICENSEE of such initiatives at least fifteen (15) business days prior to undertaking such initiatives at the Facility. LICENSEE agrees to accommodate, permit and fully cooperate with such programs if requested by DPR. DPR agrees that in instances where a DPR initiative at the Facility might unduly interfere with special events at the Facility, such as golf tournaments and such initiative can be rescheduled without added cost, expense or liability to DPR, then DPR will make an effort to reschedule such initiative. In the event DPR or the State of Delaware uses the Facility during the Term, DPR or the State of Delaware, as applicable agrees to assume responsibility for any damage to the Facility and to their guests, invitees, agents and employees during the period of such use. After such use, DPR or the State of Delaware at their sole cost and expense agrees to return the Facility to LICENSEE to the condition existing prior to its use, including removing any trash, replacing any damaged landscaping, removing any personal property.

## EQUIPMENT

LICENSEE shall assume the loan obligations for the maintenance equipment, tools and other personal property as outlined in Exhibit "B". The equipment listed in Exhibit "B" shall become the property of DPR at the conclusion of the payment terms in April 2014. These items shall remain at the facility and may be replaced from time to time by the operator as they become obsolete with items of similar or better quality.

## CLUBHOUSE LEASE

A clubhouse is an essential part of this operation. LICENSEE shall assume the monthly rental of the clubhouse facilities consisting of two (2) leased trailer units which house a pro shop, office and clubhouse space.

## EQUIPMENT LEASE

LICENSEE shall assume the monthly payments of the equipment, tools and other personal property as outlined in Exhibit "B". Said loan shall be paid in full within a time schedule approved by DPR.

ADVERTISING:

The LICENSEE may use electronic, printed and voice media or other means of soliciting business in any manner or form which exemplifies the quality and services of a public golf course. Any advertising shall include the approved logo and name “Garrisons Lake Golf Club”. DPR, as the owner, and LICENSEE shall be recognized in all printed and electronic media as a footnote only.

SIGNS:

From time to time, signs may be used to advertise “specials” or upcoming events. Signage shall be attractive and appropriately designed. The DPR, through their authorized agents, reserves the right to prohibit the erection, display or use of signs which are not in keeping with the golf course and the surrounding community. Use of hand crafted signage is not permissible.

DISCRIMINATION:

No person or group shall be excluded from participation, denied any benefits, or subjected to discrimination by the LICENSEE on the basis of race, color, national origin, sex, sexual preference, or disability in accordance with all applicable State and Federal laws and regulations.

**V. EMPLOYEES**

PERSONNEL:

The LICENSEE will personally operate and manage said license and employ such personnel satisfactory to the DPR. Any employee in charge of the operation shall be at least 21 years of age. The LICENSEE agrees to replace said personnel or any employee, whenever requested by the DPR upon unsatisfactory performance and due cause being shown. The LICENSEE agrees to have a sufficient number of personnel on duty at such licensed areas for the proper operation of this license.

STANDARDS OF EMPLOYEE PERFORMANCE:

The LICENSEE will employ only competent, mature and orderly employees and they and their employees will keep themselves neat and clean and will be courteous to all guests and patrons of the park. The LICENSEE and their employees will not use improper language, behave in a boisterous manner or engage in any unlawful or unbecoming conduct during the course of their employment by the LICENSEE. LICENSEE should provide employee training and guidelines covering customer service.

**NO DISCRIMINATION:**

The LICENSEE expressly agrees to operate the concession license without discrimination as to race, creed or color, national origin, religion, sex, sexual orientation, age, or disability in accordance with all applicable State and Federal laws and regulations, and in compliance with the provisions set forth in the Civil Rights Act of 1964 and the Laws of the State of Delaware.

**VI. TERMINATION**

**TERMINATION IN CASE OF FIRE OR ACT OF GOD:**

If the facilities or equipment used by the LICENSEE shall be damaged or destroyed by fire, Act of God, or otherwise, so that same cannot be used for the purpose herein, then in that event, at the option of the DPR this license shall terminate and each party shall be released from further obligations hereunder and the license fee shall be prorated for the period of operation.

**VIOLATIONS:**

Upon failure of the LICENSEE to provide adequate service to the public or operate the license herein granted in a satisfactory manner, as determined by the DPR alone, or to comply with any of the provisions or conditions of this agreement, federal, state or local laws or any rule, regulation or order of the DPR affecting the license or the licensed premises in regard to any and all matters, then after 30 days of the giving of written notice to the LICENSEE, this license may be suspended or termination at the option of the DPR, such suspension or termination to immediately become effective on the mailing thereof. Any contract fees accrued at date of termination shall immediately become due and payable to the DPR.

Should the LICENSEE be convicted of a crime related to or affecting the operation of the concession, the DPR may terminate this license by notice in writing immediately effective on mailing.

In the event this license terminates as aforesaid for any violation, all rights of the LICENSEE therein shall be forfeited without any claims for damage, compensation, refund of its investment, if any, or any other payment whatsoever against the DPR or the State.

In the event this license terminates as aforesaid, any property of the LICENSEE within said license area may be held by the DPR until all indebtedness of the LICENSEE hereunder at any time of termination of this license is paid in full.

1.1.1. LOBBYING AND GRATUITIES

- 1.1.2. Lobbying or providing gratuities shall be strictly prohibited. LICENSEES found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this contract shall have their license immediately terminated.

The LICENSEE shall warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this breach without liability or at its discretion recover the full amount of the performance bond.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this contract shall be conducted in strict accordance with the manner, forum and conditions set forth in this contract.

RELIEF:

The LICENSEE, may, in the discretion of the DPR, be relieved in whole or in part of any or all of the obligations of this agreement for such stated periods of time as the DPR may deem proper upon written application showing circumstances beyond the LICENSEE's control warranting such relief. **In the event of early termination of this contract, requests for reimbursement of license fees or security deposit will be reviewed on a case-by-case basis and/or refunded at the DPR's discretion.**

DPR MANAGEMENT POLICIES:

In the event that the LICENSEE encounters any operating problems concerning this contract their first obligation is to contact the Division Office of Business Services Chief. Next level contact is the Parks Operations Manager and finally the Division Director. The LICENSEE shall not act in any way contrary to the interests of the DPR.

EXPIRATION:

Upon expiration of the license period, LICENSEE shall remove all equipment and inventory furnished by them provided all license fees have been paid. Any equipment, inventory and/or personal property left on the premises beyond 60 days from the expiration shall become the property of the DPR.

RENEWAL, RENEGOTIATION, OR CANCELLATION:

Prior to (date), the LICENSEE shall notify the Division in writing of its intention to continue operating the golf course, and the Division shall notify the LICENSEE by (date), if they intend to discontinue or openly bid the golf course operation. Any agreement to renew or renegotiate between the parties shall be mutually agreed upon. The Division may cancel, bid or negotiate with others at the termination thereof unless a new agreement is entered into with the LICENSEE.

ENTIRE AGREEMENT:

This instrument contains the entire agreement of the parties hereto, or representations, claims, modifications or additions made prior to subsequent to the date of this license shall be valid and binding unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this instrument, the day and year above-written.

Witness:

DIVISION OF PARKS & RECREATION

\_\_\_\_\_

\_\_\_\_\_

Charles A. Salkin, Director

I hereby certify that Charles A. Salkin, Director of the Division of Parks and Recreation, personally appeared before me, and acknowledged that he signed and delivered the aforesaid instrument as his own free and voluntary act of said agency, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_

STATE OF DELAWARE     )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_  
Witness

\_\_\_\_\_  
LICENSEE

I hereby certify that \_\_\_\_\_, and \_\_\_\_\_, of \_\_\_\_\_, personally appeared before me and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that they did affix the corporate seal of said corporation as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF DELAWARE     )  
  )ss  
COUNTY OF \_\_\_\_\_ )

ALL ATTACHMENTS TO THIS RFP AND SAMPLE CONTRACT FOLLOW. THESE FILES MAY BE VIEWED BY DOUBLE CLICKING ON EACH ICOM

 [Exhibit A - Description of~1. ....](#) [\[Open as Web Page\]](#)

  
exhibit  
b\_2010110416202 EXHIBIT B

  
Exhibit C  
\_20101105084754 EXHIBIT D

  
exhibt  
F\_2010102615462 EXHIBIT E

  
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f\_2010110414272  
4.pdf

United States Golf Association  
Mid-Atlantic Region Green Section  
485 Baltimore Pike, Suite 203  
Glen Mills, PA 19342  
(610) 558-9066 FAX (610) 558-1135

## **USGA GREEN SECTION TURF ADVISORY SERVICE REPORT GARRISON LAKE GOLF CLUB**

Symrna, Delaware

June 16, 2008

PRESENT: Greg Armstrong, Golf Course Superintendent

Darin S. Bevard, USGA Green Section

Garrison Lake Golf Club June 18, 2008

### **INTRODUCTION**

The following report is offered to summarize the major points of discussion during our half-day visit to Garrison Lake Golf Club, on Monday, June 16, 2008. This report will include observations, suggestions and recommendations made during our tour of your facility.

The visit was interesting in that the management of the golf course is still being performed by the construction contractor. It sounds as if this arrangement is at a crossroads. Understandably, the contractor does not want to overspend on maintenance of the golf course. Unfortunately, the golf course is at the point where mowing frequency, weed control, fungicide applications, etc. need to be increased as you prepare the golf course for opening. Yet aside from the contractor's equipment and work force, there is no maintenance department at Garrison Lake outside of Mr. Armstrong. This situation needs to be resolved for the long term benefit of the golf course. Weed control is just one aspect of maintenance that needs to be intensified, and soon. Crabgrass populations had emerged in fairways in substantial amounts. Garrison Lake Golf Club  
June 18, 2008

Our visit provided the opportunity to view baseline conditions after renovations at Garrison Lake Golf Club. Overall, we were impressed! The improvements made to the golf course are excellent. Additionally, the grow-in of the tees, fairways and

greens has gone very well. Minimal bare areas were present throughout the golf course.

With most new construction projects, the biggest challenge is just achieving uniform, quality turfgrass cover. This challenge has been met. As we mentioned above, maintenance intensity will need to increase prior to the opening of the golf course in September so that good playing conditions are provided. More frequent mowing of tees and fairways will lead to better turf conditions. Mowing promotes density. Again, overall, turfgrass conditions on these areas are excellent, but they need to be groomed for play. The other big need for the golf course is weed control. Crabgrass populations in the fairways as well as clover populations in the rough are significant and will cause problems as the summer progresses if they are not controlled. You do not want to open a golf course that is full of weeds that hinders both playability and the appearance of your facility. First impressions matter.

The sooner Mr. Armstrong can begin managing the golf course, the better. We are entering the time of year where problems with the turfgrass can and will develop, quickly. This means that fungicide applications will be needed, and water management also becomes critical. While there is some margin for error since there is no play on the golf course, you want the course to be in good condition when summer is over. Mr. Armstrong is the best person to make decisions based on the best interests of the golf course as you approach your opening date. With those thoughts in mind, we offer the following suggestions and recommendations for your consideration.

#### OVERALL MANAGEMENT

Some of our discussions on the best practices for maintaining the golf course were difficult. The reason these discussions were difficult is that currently, the golf course actually has none of its own equipment to maintain the property. The grass is simply being maintained at this point in time. The golf course is not being prepared for play. Capital allocations for the initial start-up of your regular maintenance programs are needed. Several different aspects of your overall management programs that need to be considered in the short and long term were discussed.

1. **Mowing.** How will different areas of the golf course be mowed? Will greens be hand mowed? Will tees be hand mowed? Will Triplex mowers be used to mow collars, tees and greens? These are all important questions that need to be answered. The answers to these questions will dictate how well conditioned these areas will be.

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In the short term, increasing the frequency of mowing on fairways and tees will provide an improvement in quality. In the samples that we evaluated, it was obvious that the crown (growing point) of the plant is elevated. This is the reason that fairways and tees feel spongy underfoot. There is no noticeable thatch problem in any of your

fine turf areas. The sooner the type of mowing equipment that will be used on the golf course can be determined and the sooner that equipment can be purchased for the golf course, the better off you will be.

The sooner that Mr. Armstrong can begin implementing his maintenance programs, the better. Again, the contractor has done an excellent job growing in and maintaining the golf course to date. However, they have their own interests to consider in terms of allocating resources to the continued maintenance of the golf course. The interests of the state of Delaware, the DSGA and the golf course as a whole will better be served when Mr. Armstrong begins to organize and implement maintenance activities.

2. **Fungicide Applications.** More frequent fungicide applications for the golf course will be needed as we progress through the summer because of environmental conditions. The current programs utilizing phosphite fungicides in combination with Daconil or other broad spectrum materials will provide reasonable disease control, but a more comprehensive disease management program will be better for the golf course as you approach your opening. Money is needed so that fungicides can be purchased for these applications.

3. **Aeration Programs.** As we mentioned above, no considerable thatch accumulations have developed on the tees, greens or fairways. Thus, core-aeration is not needed at this point in time. All of your bentgrass areas will benefit from solid tine aeration to help vent the soil profile to allow oxygen exchange and improved water infiltration. An outside contractor can be employed to solid-tine all of these areas at a reasonable price if resources are available.

4. **Water Management.** Water management programs being implemented on the golf course at this time are also extremely important. Over watering can lead to increased disease outbreaks in your fine turf areas. Additionally, several areas of mechanical damage were noted in fairways and some thinning was noted in the cleanup passes of greens due to mechanical damage. Over watering is contributing to some of these problems. All of these programs, mowing, fungicide applications, aeration programs and water management are an important part of your summer management programs regardless of who is performing them. The sooner that funding or at least partial funding for the golf course can be approved, the better prepared you will be for your opening in September. This will directly impact revenues for the golf course going forward. Garrison Lake Golf Club June 18, 2008

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## GREENS

1. **Topdressing.** While thatch accumulations are not an issue on greens at this point in time, a regular topdressing program on the greens will help to smooth them and to protect the crown of the plant as height of cut is reduced. Light topdressing should help to reduce the mechanical damage that is occurring in the cleanup passes on the greens.

Again, it may be a matter of available resources to implement this program at this point in time. However, the greens will be better for it the sooner this type of program can be implemented.

2. **Mowing Height.** Mowing heights should be lowered in conjunction with light topdressing. Applying light topdressing one or two days prior to reducing mowing heights will reduce the likelihood of scalping on the greens. Mowing heights can be lowered by .01 of an inch on approximately a 7-day interval to get to a mowing height of .150 of an inch. Eventually, the final height of cut will likely be lower than this on a daily basis. Greens are superbly rooted and no significant grow-in layer is present. Solid tine aeration will help with water management, but core aeration can be deferred for the time being.  
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3. **Fungicides.** Regular fungicide applications on the greens are a must. This is especially true in late June, July and August. During the heat of the summer, the potential for devastating diseases such as pythium foliar blight or *Pythium* root rot is a genuine concern. There is no reason that less expensive phosphite fungicides and generic products cannot be used to maintain your greens. In the long term, branded products should be the backbone of your putting green management programs. They often offer formulation benefits that simply are not available from generics that make them safer and more effective for disease control.

4. **Growth Regulation.** Applications of the growth regulator Primo on the greens will be beneficial. Primo will reduce vertical turfgrass growth and clipping yield.

Applications

of 6 oz. of actual product /acre on a 14-day interval on putting greens provide good results. Again, it is all a matter of conditioning the golf course in preparation for opening.

5. **Cleanup Passes.** Cleanup passes on several greens were showing signs of stress. This is especially true on some of the new protected greens with limited airflow and/or reduced sunlight penetration. Obviously ridging was also occurring around the cleanup passes where the mower was settling into the greens.

One suggestion we had as we toured the golf course was to consider reducing the frequency of mowing on the cleanup passes. Growth regulator applications will help in this regard to limit turfgrass growth. Additionally, as warmer temperatures become the norm, growth rate of the turfgrass will slow down during the summer months. Above mentioned topdressing applications will also help to improve the conditions in the cleanup passes.

As a general rule, the outside edges of the putting greens are first to show stress, especially on new greens. Some adjustments to the maintenance of the cleanup passes are needed to prevent further problems from developing.

6. **Bare Spots.** Bare spots on the greens are very limited. Again, this is a sign of the

success of the grow-in. In the isolated bare areas that are present, creeping bentgrass had been seeded, and Penn mulch had been applied to help with seedling germination. Unfortunately, the Penn mulch was applied at a heavy rate and was choking the development of seedlings. Considering the small size of most of these bare areas, we believe they will fill-in from the existing turf over the course of the growing season. The bottom line is that these bare areas are of minimal concern for the long-term development of the greens. Garrison Lake Golf Club June 18, 2008

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7. **Fifteenth Green.** The growing environment on the Fifteenth green is a concern. We are not sure what the property issues are behind the Fifteenth green. However, the heavy underbrush and trees that are present on the Western exposure of the Fifteenth green will block the prevailing winds. This could potentially create a problem in terms of air movement and ultimately, turfgrass quality. The performance of the Fifteenth green can be evaluated over time, but the installation of a fan to aid in air movement in this area may need to be considered. A significant number of trees as well as considerable underbrush will need to be removed to help with air movement around this green. A fan may be a better option. Time will tell whether this green performs at an acceptable level without a fan or without tree and underbrush clearing. This appears to be a challenging growing environment.

## TEES

The only noticeable problems on the tees that we saw were with mowing patterns. The corners of the tees are not being mowed in some instances because of the angle of the turns. Bentgrass in these areas is now 1 inch to 2 inches tall, which is not desirable. The limited bare areas present on the greens will fill-in rapidly in the coming months. They are not a major concern, in our opinion. Garrison Lake Golf Club June 18, 2008

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While the severity of the curves may not allow regular mowing with triplex units, these areas should at least be mowed periodically so that these areas can be maintained as creeping bentgrass in the future.

## FAIRWAYS

1. **Weed Control.** The primary weed in the fairways is crabgrass. Currently, crabgrass plants are still small. The size of these plants will increase over the summer if they are not treated. As their size increases, they will begin to impact creeping bentgrass populations. Funds need to be allocated so that weed control applications can be sprayed on the fairways to at least suppress crabgrass populations. The herbicide Drive is probably the best option to provide crabgrass control without significant injury to creeping bentgrass. Drive will also control several broadleaf weeds including clover. Many of the weeds such as speedwell and off-type grasses will be controlled as mowing frequency increases. Crabgrass will thrive regardless of mowing frequency. Control

The corners of many tees are obviously not being mowed. These areas need to be cut

down to maintain the shape and definition of the tees.

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crabgrass before it can negatively impact creeping bentgrass populations.

Additionally, preventing this crop of crabgrass from going to seed will allow easier control to be maintained next year with pre-emergent herbicides.

2. **Irrigation Heads.** Significant settling has occurred around many of the irrigation heads. These heads will need to be leveled so that they perform properly in the longterm. We are not sure who is responsible for leveling these heads. Simply be aware that it needs to be done.

#### GENERAL RECOMMENDATIONS

1. **Rough Weed Control.** Drive herbicide can also be used to control crabgrass and clover populations in the rough. Higher rates of application can be utilized without damaging the grass. Remember, discoloration of turfgrass is acceptable at this point in the development of the golf course. You do not have golfers that will notice discoloration or perceive a problem with the conditioning. Take advantage of this to be more aggressive with your weed control programs to provide a cleaner appearance of the golfcourse in preparation for opening.

In addition to Drive applications, three-way herbicides such as Trimec Classic can be used to control broadleaf weeds. However, they will provide no activity on crabgrass plants. One of the benefits of Drive is that it provides control of several common broadleaf weeds in addition to crabgrass.

Settled irrigation  
heads are evident  
in the fairways.

These will need to  
be raised and leveled  
for proper operation.

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2. **Tree Management.** We understand many trees were removed during the renovation of the golf course. Quite frankly, there is still additional tree work that needs to be considered to improve the playability and growing environment on the golf course. Additionally, it will simply provide a better appearance. One hole that immediately comes to mind is the Third hole. There is a very unattractive tree behind this green. The underbrush around the bottom of this tree either needs to be pruned or the tree completely removed. Removal of the tree is probably a better option. Another tree that immediately comes to mind is the large Poplar tree just to the right of the Fourth fairway. With this tree removed, the hole would have a far more open feel to it. Additionally, this tree forces golfers to play to the left of the golf hole which may not be desirable. Opening up the corner of the dogleg on the Fourth hole would improve playability for the average golfer that will enjoy Garrison Lake Golf Club.

Tree and underbrush clearing are needed behind the Fifteenth green. Exposure to prevailing westerly winds is completely blocked. If tree removal cannot be performed, a fan can be used to create air movement. Time will tell how much of a problem this green will be, but our gut feeling is that the growing environment will create challenges during the summer months.

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Tree management on the golf course may be a controversial issue. However, you must remove enough trees so that growing environments are adequate and the playability of the golf course is reasonable for the average golfer that will play it. A measured approach to tree removal will provide good results.

#### CONCLUSION

The golf course at Garrison Lake is to the point that it needs more intense maintenance. The turfgrass populations overall are healthy and uniform. As you head into the heat of the summer, maintenance programs become all the more important as the margin of error for potential problems become razor thin. While the lack of golfer traffic during the summer months certainly provides an advantage, there are plenty of pitfalls that can still occur. Providing resources sooner rather than later to allow Mr. Armstrong to begin managing the golf course with some of his own weed control and maintenance programs will prevent the golf course from taking a step backwards over the summer months prior to its September opening which is not that far away. The grow-in contractor has done a good job to date, but is not in a position to intensify programs over the summer.

This concludes our summary of the major points of discussion during our visit and tour of your golf course. If any questions arise concerning this visit, our report or any other area, please feel free to call our office. We are here to help you achieve your goals.

Sincerely,

*Darin S. Bevard/m*

Darin S. Bevard

Senior Agronomist

DSB:tab

Greg Armstrong, Golf Course Superintendent

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