

**REQUEST FOR PROPOSAL**  
**Yorktown Department of Parks, Recreation**  
**176 Granite Springs Road**  
**Yorktown Hts., New York 10598**

CONTRACT FOR GOLF COURSE MAINTENANCE, GOLF PROFESSIONAL SERVICES AND FOOD AND REFRESHMENT SERVICE AT THE VALLEY FIELDS GOLF COURSE located at 795 US-6 E, Yorktown Height., NY, 10598.

The Town of Yorktown and the Yorktown Parks & Recreation Department are seeking proposals from qualified individuals and firms interested in providing golf course maintenance, golf professional services and operation of the food and beverage concession at Valley Fields Golf Course, Yorktown, New York.

All completed proposals must be received by the Town Clerk of the Town of Yorktown at the Office of the Town Clerk, Town Hall, 363 Underhill Avenue, Yorktown Heights, New York, 10598 no later than 11:00 a.m. on Monday, December 19, 2022. All completed proposals must be sealed and labeled "Golf Course Maintenance, Golf Professional, Food & Refreshment Service – Valley Fields Golf Course." A Non Collusive Bidding Certificate and Disclosure Statement must accompany each bid.

The intent of this Request For Proposals (RFP) is to seek out and select (a) Contractor(s) who will (A) provide high quality maintenance to preserve and nurture the Town's investment in the golf course and provide lessons and operate and manage the pro shop and golf cart operation with an emphasis on an exceptional level of customer service and/or (B) provide food and refreshment

service in the clubhouse. **Proposers may submit a proposal which will include one or both of the services requested in the RFP, however, proposals for the separate components of service: golf course maintenance & the golf professional concession and food & refreshment concession must contain separate and distinct stand-alone business plans. The Town, at its sole discretion, will select whichever proposal or proposals are in its best interest.**

**The Town desires to make these opportunities available to all qualified candidates regardless of any current affiliations with the Town of Yorktown. The Town has made a significant capital investment at Valley Fields and is looking for firms or individuals to partner with the Town and share its vision for maintaining and operating a top-quality public golf course.**

The Contractor(s) will be required to furnish a Security Deposit as specified in Article 4.13 of the RFP.

There will be a pre-proposal meeting at the golf course in accordance with the schedule in Article 2.7 of this Request for Proposals.

All completed proposals must be received in the Yorktown Town Clerks Office, located in Yorktown Town Hall, 363 Underhill Ave, Yorktown Hts., New York 10598 by 11:00 AM. on Thursday, December 19, 2022. The Town Clerks Office & the Department of Parks & Recreation will not be responsible for any internal or external delivery delays, which may cause the RFP to arrive beyond the deadline. An original plus ten copies of the proposal must be submitted. No materials will be accepted after the deadline.

An evaluation committee comprised of appropriate personnel from various Town departments will review the proposals and may, if necessary, conduct interviews with one or more of the qualified firms as part of the final selection process.

The Town reserves the right to accept, reject or negotiate modifications to any proposal, as it shall, in its sole discretion, deem to be in its best interest.

Please note that the following attachments must be completed in full and submitted or it may constitute grounds for disqualification:

A: Golf Course Completion, Maintenance & Golf Professional Concession

B: Golf Course Food and Refreshment Concession

While the Town reserves the right to negotiate with any and all proposers regarding the information which is requested in this RFP, each proposer must provide all information as requested to be considered and may be disqualified for failure to submit any required attachment/ exhibit, or for submitting incomplete or non-responsive information, exhibits or attachments. Any such negotiations will occur subsequent to review and certification of proposals as fully complete and responsive.

## **1.0 Purpose and Intent**

The Town of Yorktown Department of Parks & Recreation is soliciting proposals from qualified firms or individuals interested in providing the following services at Valley Fields Golf Course (A) Completion of and routine maintenance of golf course & golf professional operation services, and/or (B) food and refreshment service. Candidates may submit a proposal(s) for one or both of the services. **Proposers may submit a proposal which will include one or both services requested in the RFP, however, proposals for the separate components of service: golf course completion and maintenance & golf professional concession and food & refreshment concession must contain separate and distinct stand-alone business plans. The Town, at its sole discretion, will select whichever proposal or proposals are in its best interest, as defined by the Town.**

### **(A) Golf Course Completion, Maintenance, & Golf Operations**

#### **1) Golf Course Completion**

Successful bidder should submit a design of future golf course; to be approved by appropriate town agencies. Bidder must complete the remainder of the golf course, which must include an irrigation system, as well as the construction and completion detailed schedule of the town approved 9-hole par 3 golf course. Bidder will be responsible for all local, County, State, &/or Federal permits that may be needed, including, but not limited to environmental permits and compliance with all local, County, State and/or Federal applicable codes and regulations.

#### **2) Golf Course Maintenance**

The scope of services for golf course maintenance is: to develop a maintenance program and maintain the golf course in accordance with a maintenance program approved by the Yorktown Department of Parks & Recreation (“YPR”). This includes, but is not limited to, the following activities to be done on a prescribed schedule: mowing, fertilization, pest management, aerification, topdressing, overseeding and irrigation. All equipment used for this operation will be purchased/leased new and supplied and maintained by the successful proposer. The successful proposer will be responsible for purchasing and maintaining all equipment necessary to sustain the grounds of the golf course on the property, including, but not limited to maintenance of irrigation lines and pumps. The successful proposer shall, prior to each golf season, submit a detailed Annual Plan for review and approval of the Superintendent of Parks & Recreation (“Superintendent”) or his/her duly authorized designee and shall report any deviations from the Annual Plan in writing to the Superintendent. Golf course maintenance must include all the grounds including the areas surrounding the pro-shop and restaurant, not limited to parking lot, fencing, stream, services roads, all trees or any other outdoor area on the property excluding the restaurant patio. In addition, proposer must also be responsible for snow removal. Alterations and improvements to store and maintaining equipment are also required.

#### **3) Golf Operations**

The scope of services for the golf professional operation is to operate the pro shop, manage tee times and provide lessons to patrons. The proposer will be supplied with space in the clubhouse for merchandise display, storage and an office. The proposer will be required to submit design plans to the appropriate town agencies, the design of the pro shop shall include, but is not limited to the flooring, painting, & wall coverings.

It is expected that the successful proposer will operate the pro shop in a professional manner while giving lessons and stocking the shop with name brand merchandise and equipment. Proposer will be responsible for the schedule of tee-times and provide the YPR with a seasonal schedule. Licensee shall be required to facilitate youth & adult programming in partnership with the Yorktown Parks & Recreation Department.

**(B) Food and Refreshment**

The scope of services for the food and refreshment concession is to provide refreshments for golfers & patrons. The proposer will operate and maintain the food concession for daily golfers and group outings. The Licensee shall also furnish and install all equipment, paint and decorate in the clubhouse and operate the food and refreshment concession at Valley Fields Golf Course. The food and refreshment service consist of an indoor dining area & a back patio, and a kitchen. Golfers will be able to obtain service prior to their round and access the clubhouse by the first hole. It is expected that the successful proposer will provide a wide selection of food and beverages at reasonable prices and service befitting the upscale image of the golf course. A full liquor license will be required for this operation. The successful proposer for the food and refreshment concession is required to modify the existing space for a food concession operation. This includes, but is not limited to furnishing and installing all equipment including cooking, refrigeration, ventilation, and fire protection. The successful proposer shall also provide a tent or structure to accommodate patrons outside in an area designated by Building Department of the town of Yorktown. Any changes to the décor or improvements must be approved by the Superintendent or his/her designee.

The following is included as part of this RFP:

**(A) ➤ COMPLETION GOLF COURSE MAINTENANCE & OPERATIONS**

Adhere to the existing maintenance program and provide to the Town written notice of any deviations in the Annual Plan.

Purchase or lease, new equipment and operate and maintain all equipment required for this operation including, but not limited to mowing equipment, pumps, motors, electric panels and replace as necessary.

Maintain all equipment at the sole expense of the Licensee.

Purchase all supplies and pest management products required for the maintenance including, but not limited to fungicides, insecticides, herbicides, fertilizer, topdressing, and seeds. All chemicals used must be in compliance with the New York Pest Management Association and the Integrated Pest Management Program.

Develop guidelines for irrigating according to specific needs as affected by topography, exposure, and intensity of traffic, rooting depth and evapotranspiration rate and maintain and operate the irrigation system.

Operate with a schedule to maximize customer use of the golf course while maintaining the high standards of required maintenance.

Complete all required improvements to the satisfaction of the Superintendent or his designee.

Licensee is responsible for paying the water bill

Licensee must obtain all permits necessary to operate, construct, or maintain the golf course with the DEC. All violations and fees will be the responsibility of the licensee.

Licensee is responsible for all necessary screening for roadways adjacent to the golf course. Schedule "C" includes relevant data on the current maintenance agreement.

➤ **GOLF PROFESSIONAL CONCESSION**

**Golf Professional Concession - Summary of Responsibilities**

Operate and manage golf shop retail operations including purchasing and maintaining inventory. Collect receipts of every sort including greens fees, usage fees, and fees for the sale of retail merchandise and maintain accurate records of all transactions and create daily cash reports. Decorate the pro shop including all painting, carpeting, paneling, specialized lighting and decoration.

Stock the pro shop with clubs, rental clubs (complete sets), bags, clothing, shoes, balls, gloves, tees and golf balls and shall provide the following services on premises: the re-gripping of golf clubs, the replacement of spikes on golf shoes and Metropolitan Golf Association handicap service.

Provide teaching professional who is a member of the Professional Golfers Association of America to furnish golf lessons to patrons.

Provide adequate daily staffing in the pro shop while the golf course is operating.

Lessee must provide adequate, trained staff to manage the operation and provide excellent service to golfers.

Provide courteous and efficient service emphasizing customer satisfaction in a full-service environment by minimizing waiting times for golfers, complying with daily golf schedule and providing adequate staff coverage during the entire golf season.

Golf professional shall provide services, including but not limited to scoring as needed for golf outings and tournaments.

Complete all required improvements to the satisfaction of the Superintendent or his designee. In conjunction with the YPR, provide programming with instruction from a golf pro on a seasonal basis at Valley Fields Golf Course.

Provide courteous and efficient service maximizing customer satisfaction.

Provide repairs to golf related equipment.

B) ➤ **FOOD AND REFRESHMENT SERVICE**

Operate and maintain the food and refreshment concession at Valley Fields Golf Course in accordance with quality standards, which shall be determined at the sole discretion of the Superintendent in conformance with generally accepted professional standards.

Provide patrons with high quality fare at reasonable prices, all prices subject to the prior approval of the Superintendent or his designee.

Operate the concession in a professional, clean and an efficient manner, and in compliance with all applicable Department of Health standards, as well as the standards of YPR.

Provide adequate, trained staff to manage the operation, prepare food and serve patrons on a daily basis.

Complete all required improvements to the satisfaction of the Superintendent or his designee.

Clean all public areas, including but not limited to bathrooms, hallways, stairways and lobby; with exception only to the pro-shop.

Maintain fire alarm system and inspect on a semi-annual basis.

Maintain heat/air conditioning units and have inspected once annually.

Furnish, install and maintain the fire protection system in compliance with all applicable fire codes and Department of Health standards.

Outside of the operational season of the golf course Lessee of Food & Refreshment Services will assume responsibility for all parking lot clean up as well as all snow and ice removal for sidewalks, patio, and parking lot.

Complete all required improvements to the satisfaction of the Superintendent.

Schedule "C" contains relevant information pertaining to the current agreement.

### **1.1 Understandings/Legal Representations**

**Please take notice**, by submission of a proposal in response to this RFP, proposing entity agrees to and understands:

that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the Town and is not a bid under Section 103 of the New York State General Municipal Law;

submission of a proposal, attachments, and additional information shall not entitle the proposing entity to enter into a service agreement with the Town for the required services;

by submitting a proposal, the proposing entity agrees and understands that the Town is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;

that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the Town, its elected officials, officers, employees or agents, shall not be binding against the Town, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Yorktown Board of Acquisition & Contract, and the Office of the Yorktown Attorney.

In addition to the foregoing, by submitting a proposal, the proposing entity also understands and agrees that the Town reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this RFP:

To reject any or all proposals;

To issue additional solicitations for proposals and/or amendments to this RFP;

To waive any irregularities in proposals received after notification to proposers affected;

To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;

To conduct investigations with respect to the qualifications of each proposer;

To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;

To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;

To select the proposal that best satisfies the interests of the Town and not necessarily on the basis of price or any other single factor;

While this is a RFP and not a bid, the Town reserves the right to apply the case law under Section 103 of the New York State General Municipal Law regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;

No proposal will be accepted from nor any agreement awarded to any proposer that in arrears upon any debt or in default of any obligation owed to the Town. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the Town.

## **2.0 License**

Upon the recommendation of The Yorktown Parks and Recreation Commission, The Town of Yorktown shall enter into one or more contracts for the following services at Valley Fields Golf Course: (A) Completion of and routine maintenance of golf course & the golf professional

concession of Valley Fields Golf Course and (B) the food and refreshment concession in accordance with an agreement(s) to be prepared by the Town of Yorktown.

### **2.1 License Term**

It is anticipated that the agreement(s) will commence on January 1, 2023 through December 31, 2028, with the Town having the sole option to extend the license for an additional period of five years from January 1, 2029 through December 31, 2033. The Town is open to other proposed terms. The Town has an anticipated and desired full operation opening date of April 1, 2023.

### **2.2 Contents of Proposal**

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84-90, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial or other data whose public disclosure could cause substantial injury to the proposer's competitive position or constitute a trade secret. In the event the proposer believes that the RFP contains protected information, the proposer must insert the following notice in the front of its proposal:

#### **“NOTICE”**

The data in this proposal identified by an asterisk (\*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer's competitive position.

**The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the Town considers proper under the law. If the Town enters into an agreement with this proposer, the Town shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”**

The Town does not assume any responsibility for disclosure or use of marked data for any purpose. In the event properly marked data is requested pursuant to the State Freedom of Information Law, the firm will be advised of the request and may expeditiously submit to the Town a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under the law. This statement will be used by the Town in making its determination as to whether disclosure is proper under the law.

### **2.3 Proposal Due Date**

Date: Thursday, December 19, 2022

Time: 11:00 a.m. EST

Location: Yorktown Town Hall

Yorktown Town Clerks Office

363 Underhill Ave., Yorktown Hts., NY 10598

To be considered, proposals must arrive at the Town Clerks Office and be time-stamped **prior** to the deadline specified above.

### **2.4 Proposal Delivery**

The exterior of all proposal packages should be labeled with the proposal title and the final proposal opening date. Proposals **must be** received prior to the deadline. Late proposals are

ineligible for consideration except if the proposer experiences an emergency or accident in transit. Should the proposer encounter a problem while in transit, the Town Clerk should be contacted immediately at (914) 962-5722 x208, and the Clerk, in his/her sole discretion, will determine whether to accept the proposal.

## **2.5 Signature**

Proposals must be signed. Unsigned proposals will be rejected.

## **2.6 Alterations**

Proposal fee must be typed or written in ink. Any fee changes (including "white outs") **must be initialed**, or the item may be disqualified and the proposal rejected.

## **2.7 Pre-Proposal Conference**

Attendance at the pre-proposal conferences is optional **but strongly recommended**. This information session presents an opportunity for the proposer(s) to clarify any concerns regarding proposal requirements. The proposer(s) is cautioned that, although the proposal conferences are optional, no modification or changes will be allowed in the pricing because of the failure of the proposer to have attended the conference. All site visits must be arranged through Yorktown Parks and Recreation office of the Superintendent of Parks and Recreation, no unscheduled site visits shall be permitted. The conference is scheduled for the following date:

December 9, 2022 at Valley Fields Golf Course, 795 US-6 E, Yorktown Hts., New York 10598 at 2:00 p.m.

## **2.8 Questions and Inquiries**

It is the policy of the Town to accept questions and inquiries in writing from proposers. Proposers should submit written questions in advance of the proposal conference. Only answers in the form of a written addendum to the RFP shall be binding unless modified in a subsequent written addendum.

Oral explanations or instruction given over the phone prior to the proposal submission date shall **not** be binding on the Town.

All written questions must be directed to the individual designated below and received by December 2, 2022:

Town Clerk Diana L. Quast  
Town of Yorktown  
363 Underhill Avenue  
Yorktown, NY 10598

dquast@yorktownny.org

## **2.9 Cost Liability**

The proposer shall bear all costs associated with submitting the proposal(s), including proposal(s) preparation, site visitation, or any travel connected with submission of the proposal(s). The Town shall have no liability whatsoever for such costs.

### **2.10 Proposal Response Date**

To be considered, proposals must arrive at the Town Clerks office, 363 Underhill Ave., Yorktown Hts., New York 10598 and **be time stamped prior to 2:00 p.m., EST. on December 19, 2022.**

Proposers mailing their proposals are cautioned to allow for normal mail delivery time to ensure that the Director of Concessions receives their proposal(s) on time.

### **2.11 Oral Presentation**

Proposers who submit a proposal in response to the RFP may be required to give an oral presentation of the proposal to the Evaluation Committee and/or Town Board. This will provide an opportunity for the proposer to clarify or elaborate on the written proposal.

### **2.12 Obtaining Essential Information**

The Superintendent of Park and Recreation reserves the right to obtain additional information he deems necessary to determine the ability of the proposer to carry out the obligations of the agreement. This includes information needed to evaluate the experience and financial capability of the proposer to complete the requirements of the RFP.

### **2.13 Non-Collusion**

The proposer, by signing the proposal, does hereby warrant and represent that this proposal(s) and/or any ensuing Agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the Town of Yorktown, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly, to any Town employee, officer or official.

### **2.14 Exclusive Vendors**

The Town reserves the right to require the Licensee to purchase only those maintenance equipment, products or golf carts for which the Town has entered into an exclusive sponsorship contract. Licensee shall comply with such requirement within thirty (30) days of written notification by the Town as to the existence of such an exclusive vendor contract.

### **2.15 Conflict of Interest**

The award of a contract is subject to provisions of all Federal, State, and Town law. All firms must disclose with their proposals the name of any officer, director, or agent who is also an employee of the Town. Further, all firms must disclose the name of any Town employee who owns directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

## **3.0 Minimum Qualifications of Proposers (or of officers or employees of corporate proposers)**

(A)

1. Golf Course Completion & Maintenance – A minimum of ten (10) years continuous and demonstrated experience in the maintenance of at least one (1) golf course. Preference will be given to proposers who have experience operating high level public golf courses.
2. Golf Professional Concession – The proposer must supply written proof that the golf professional to be assigned to Valley Fields is a current member of the Professional Golfers Association of America. The golf professional must be in possession of the PGA membership card at the time of the submission.

(B) Food and Refreshment Concession – A minimum of five (5) years experience as an owner and operator of a restaurant or similar concession (with alcohol) with annual gross sales in excess of \$500,000.

### **3.1 Uniforms**

All employees of the Licensee must wear uniforms. The uniforms are subject to the prior approval of the Superintendent.

### **3.2 Use of Special Imprinted Products**

The Licensee may be required to use products imprinted with the logo of the Department of Parks & Recreation . The Superintendent must approve all items for sale and the Licensee may be required to sell merchandise with Town logos such as shirts, hats, etc. in the pro shop.

### **4.0 Contract and Term**

A formal written contract(s), with specification, will be entered into between the parties. The proposal, or any part thereof, submitted by the successful proposer may be attached to and become a part of the contract. After selection of the successful proposal, a formal written contract will be drawn by the Town of Yorktown and will not be binding or in force until approved by the Town Board , signed by the Town Supervisor as directed by the Town Board, and approved by the Town Attorney. The term of the contract shall be for five years with the Town having the sole option to extend the license for a period of five years. NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE TOWN FOR SUBMISSION TO THE TOWN BOARD FOR CONTRACT APPROVAL. SAID BOARD HAS THE RIGHT TO REJECT ANY RECOMMENDATION AND THE APPROVAL OF SAID BOARD IS NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE TOWN.

### **4.1 Indemnification and Insurance**

The proposer agrees to indemnify and hold free and harmless the Town of Yorktown, its officials, employees, and agents from or on account of any and all suits, actions, or claims for injuries, losses, damages, liabilities, costs, or expenses, or any kind whatsoever, arising from this ensuing contract or which are incidental to or are in any way connected with its proposal.

The indemnification provided herein shall obligate the proposer to defend at the proposer's own expense or to provide for any defense (as determined by the Town of Yorktown), for any and all claims of liability and all suits, actions, or claims that may be incurred by the Town of Yorktown, in consequence of actions or inaction relating to its proposal. By submitting a proposal, the proposer agrees to comply with the foregoing provisions of indemnity.

If the proposer is awarded the contract, the Town of Yorktown and the Licensee shall be named as insured on all policies obtained by the Licensee and Certificates of Insurance shall be furnished to the Town of Yorktown by the Licensee and a similar indemnity provision to that recited above will be included on all such insurance policies (See Schedule "A" Standard Insurance Provisions found in the Appendix.)

All policies shall be obtained from companies licensed to conduct business in the State of New York. Companies providing insurance coverage shall be required to have nothing less than an "A" rating or better by the A.M. Best Company of Aldrich, New Jersey.

Insurance coverage in amount and form shall not be deemed acceptable until approved by the Town of Yorktown.

#### **4.2 Utilities**

Utility expenses such as electricity, garbage removal, gas, oil, cable, internet and telephone charges, which are or may be required to operate the contract, will be borne by the Licensee(s). Any water expense for irrigation of the golf course shall be paid by the (A) Maintenance Contractor Lessee. All domestic water for the clubhouse will be paid by the (B) Food Services Lessee.

#### **4.3 Prices**

All prices and fees are subject to the approval of the Parks and Recreation Commission. The Licensee must immediately comply with all Town directives or policies for the sale of products in Town facilities. The Superintendent, with the approval of the Parks & Recreation Commission, sets greens fees and golf cart rental fees. A listing of fees is attached in Schedule "D" [Sample].

#### **4.4 Hours and Days of Operation**

Valley Fields generally opens in mid-March through December 31<sup>st</sup> each year, weather permitting. During peak season from June through the end of August, the hours of operation are 5:00 a.m. to 11:30 p.m. During April and May the hours of operation are from 6:00 a.m. to 10:30 p.m. From September until the golf course closes in December, the hours of operation are from 6:00 a.m. until sunset. The hours, opening and closing date are determined by the Superintendent and are subject to change.

The golf professional concession must be open during the hours of operation for the golf course. The food and refreshment concession must be open by the start of each days first tee time. It must remain open as long as the golf course is open.

#### **4.5 Sales Limitations/Pouring Rights (A&B)**

A) The golf professional concession shall have the right to sell golf-related clothing, equipment, including, but not limited to, tees, gloves, balls, hats, shoes, clubs, etc., and offer repair services for golf equipment in the area as described in the agreed design of the pro shop.

B) The food and refreshment concession may sell food and beverages, including alcoholic beverages. Due to space limitations and town policy, the food and refreshment concession will be limited to the existing designated space. However, the Town may allow the erection of a tent for outings, to be provided at the sole cost of the Licensee, at the discretion of the Town Building Department

#### **4.6 Liquor License (B)**

Promptly upon execution of the license agreement, the successful proposer, (“Licensee”) must apply for and diligently pursue all necessary and appropriate action to obtain a license from the appropriate licensing authorities to serve alcoholic beverages at the concession, (the “Licensed Premises”). The failure of the Licensee to obtain and maintain a license to serve alcoholic beverages in the Licensed Premises at all times during the term of the license agreement shall be a material breach of the License Agreement and shall be deemed a material default. A full liquor license must be obtained.

#### **4.7 Maintenance**

Licensee will accept all buildings and their equipment "as is" in their present existing condition. The Licensee shall, at its own expense and upkeep, make such repairs or improvements necessary to maintain Town owned buildings and areas occupied for the purpose of operating the License and shall be responsible for the daily maintenance and upkeep. Licensee will not make alterations, additions, or improvements to the facility without prior written consent of the Superintendent & Building Department. All alterations, additions, and improvements whether temporary or permanent in character, shall at all times be deemed to the property of the Town and shall remain upon the premises at the termination of the agreement. Licensee is required to provide its own plumbers and electricians to install all equipment for the concession. Licensee will also be responsible for all waste and refuse generated from the maintenance, golf professional and food and refreshment contract(s) and shall properly dispose of all waste and refuse in compliance with all environmental laws and regulations including source separation and recycling. The Contractor(s) shall contract with a private contractor for waste removal.

#### **4.8 Golf Cart Maintenance (A Only)**

All golf carts must be washed down after each use and all trash, empty cans, etc. must be removed, prior to the next customer. A daily maintenance log must be kept and be made available for inspection. The Licensee will comply with all directives concerning maintenance from the Superintendent or his designee.

#### **4.9 Maintenance Equipment (A Only)**

All equipment shall be serviced according to the manufacturer’s specifications at the required intervals listed in the equipment manual and up to date maintenance logs will be maintained. The successful proposer shall purchase appropriate safety equipment and shall mandate that the safety equipment be worn in a proper fashion. The successful proposer shall repair and replace all equipment as required or as directed by the Superintendent or his designee.

#### **4.10 Food Concession Maintenance (B Only)**

Licensee shall have the entire hood and duct system cleaned. Licensee shall keep the hood system free and clean of grease. Licensee shall be responsible to make all repairs to the hood and exhaust fan. Licensee shall also be responsible for repairing and maintaining the air conditioning system for the restaurant, and shall enter into an agreement with a licensed contractor to remove kitchen grease from the premises. The Town may request evidence of the contract for grease removal. Licensee will also enter into an agreement for an approved exterminator and provide evidence to the Town that the agreement is current. Failure to maintain a kitchen grease or licensed exterminator may result in a default of the License Agreement. Licensee will not make alterations,

additions, or improvements to the facility without prior written consent of the Superintendent, which may include other town agencies at his discretion. All alterations, additions, and improvements whether temporary or permanent in character, shall at all times be deemed to be the property of the Town and shall remain upon the premises at the termination of the agreement. Licensee will be responsible for the repairs to the roofs, exterior walls, heating or plumbing.

#### **4.11 Security Deposit**

**Golf Course Maintenance Golf Professional Contract (A)** - Licensee will, at or before the execution of the resulting agreement, furnish to the Town of Yorktown, with a sum to be determined in the form of a certified or bankers check to the Town of Yorktown. This will be deposited in a trust account by the Town of Yorktown as security for faithful performance and non-negligent performance of the agreement. The security deposit and interest will be returned to the Licensee when all contractual obligations are satisfied. In addition, the Town may, at its sole discretion, withhold any payments due the Licensee and apply payments toward any outstanding financial obligations owed by Licensee to the Town in order to satisfy said financial obligations to the Town.

**Food and Refreshment Concession (B)** - Licensee will, at or before the execution of the resulting agreement, furnish to the Town a security deposit in the form of a certified or bankers check in the amount of \$10,000. The security deposit is due upon signing the license agreement as security for faithful performance and non-negligent performance of the agreement.

#### **4.12 Improvements**

If lessee wants additional improvements above and beyond the required, it must be put in writing to the Parks and Recreation Commission.

#### **4.13 Required Clinics or Group Lessons (A Only)**

In conjunction with the Recreation Division of the Parks Department, provide a minimum of 32 hours of complimentary instruction each year for the golf camp at Valley Fields Golf Course.

**The Department of Parks & Recreation will assist in the marketing and advertising for this program.**

#### **4.14 Force Majeure**

Neither the Town nor the Licensee(s) shall be deemed in breach of any contract which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of acts of God, acts of the public enemy, terrorism, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other circumstance not within its reasonable control.

#### **4.15 Termination**

The Town, upon ten (30) days written notice, may terminate the license in whole or in part when it deems such termination to be in the Town's best interest.

In the event that the Licensee defaults in the performance of any term, condition or covenant herein contained, the Town, at its option and in addition to any right it might have to seek damages, judicial enforcement or any other lawful remedy, may terminate this license upon forty-eight (48)

hours written notice to the Licensee, provided, however, that the Licensee may defeat such notice by curing the default complained of, within the notice period. In the event of such termination, the Town may take custody of and use any property of the Licensee located at the licensed area on the date of termination in order to operate this license until such time as all obligations and indebtedness of the Licensee to the Town hereunder shall be fully satisfied. **In the event the Town determines that the Licensee has failed to meet its financial obligations to any vendor, supplier, lessor, or any local, New York State or Federal government entity, the Town, at its sole option may terminate this License immediately.**

#### **4.16 Non-Discrimination/Equal Opportunity**

Licensee shall comply with all applicable local, state and federal laws and regulations including, but not limited to, those pertaining to environmental permitting as well as nondiscrimination and equal opportunity in the areas of employment, subcontracting, and use of the Town's facilities.

#### **4.17 MBE/WBE**

Pursuant to Section 308.01 of the Laws of Yorktown, it is the goal of the Town to encourage, promote and increase participation of business enterprises which are owned and controlled by persons of color and/or women in contracts and projects funded by the Town, and to monitor such participation. In furtherance of this goal, licensee(s) will be required to complete an MWBE questionnaire.

#### **4.18 Assignment**

Licensee shall not assign or subcontract any portion of the operation without prior written approval from the Yorktown Parks and Recreation Commission. If the proposer intends as part of its proposal to subcontract any part of the work described in its proposal, that fact must be explicitly stated in the proposal and the proposer shall include the qualifications and credit references of any proposed subcontractors. If the Town awards the contract to the proposer and the proposer hires any subcontractor, this shall not create any relationship between the subcontractor and the Town, such that the Licensee shall be responsible for the entire contract.

#### **4.19 Independent Contractor**

Licensee and its employees will operate as an independent contractor and are not considered to be Town employees.

#### **4.20 Assignment of Authority (A)**

If the Town selects a proposal under A, the Contractor shall oversee the maintenance operation and golf professional contract at Valley Fields. The Contractor shall also manage the maintenance operation of the Valley Fields Pro-shop as well be in charge of the golf professional operation at Valley Fields. The Licensee shall be required to take all reasonable measures to ensure that its employees and customers abide by all applicable ordinances, rules and regulations when they are on Valley Fields Golf Course.

#### **4.21 Signs**

Licensee shall not place any sign or advertisement upon any property of the Town under any contract or agreement, which may result from this proposal without written approval by the

Superintendent or his designee. Any advertisements or flyers shall contain the following statement: "A facility of the Town of Yorktown, Department of Parks, Recreation, and..."

#### **4.22 Method of Payment**

- A) The Lessee shall pay the Town an annual fee, the dates of payments shall be negotiated.
- B) Food and Refreshment Concession - The Licensee will pay an annual license fee to the Town which shall be specified upon agreement. The dates of payments shall be negotiated as well.

#### **4.23 Employees of Licensee**

Each employee of the Licensee shall be a citizen of the United States or an alien who has been lawfully admitted to the United States for permanent residence as evidenced by an alien registration receipt card. The Licensee will supervise and train its staff to perform their duties and to conduct themselves in an orderly and professional manner at all times. Each employee must thoroughly understand the need to exercise and display a courteous and polite demeanor when dealing with golf course patrons. The Licensee will be required to discharge any employee whose conduct, demeanor or appearance is objectionable to the Town after notice.

#### **4.24 Inspection**

The Superintendent or his designee will be entitled to enter any portion of the operation for the purpose of inspecting, observing and monitoring any aspect of the Contractor's operations. The Contractor shall also permit inspection of same by any federal, state, town or municipal officer having jurisdiction. The Contractor, at its sole cost and expense, shall promptly remedy any and all violations issued as a result of such inspection.

#### **4.25 Compliance with Law**

The successful proposer shall comply with all applicable local, state and federal laws and regulations at its sole cost and expense. Neither the successful proposer, nor any person acting on behalf of the successful proposer, shall discriminate against any individual on the basis of race, color, creed, gender, marital status, country of origin, physical disability, genetic predisposition or carrier status in connection with the operation of the agreement or the use of any Town facilities. The successful proposer shall, at its sole cost and expense, procure and maintain in full force and effect for the term of the resulting contract, all permits, licenses and approvals from all applicable governmental authorities. The successful proposer shall comply, at its sole cost, with all applicable federal, state and local laws, rules, regulations and orders including, but not limited to the Labor Law, Workers' Compensation Law, State Unemployment Insurance Law, State and Municipal health, Department of Environmental Conservation and sanitation regulations, Federal Social Security Law and all rules and regulations promulgated by the United States Department of Labor and/or the Industrial Superintendent of the State of New York, the Occupational Health and Safety Administration (OSHA), the Public Health Law, the Yorktown Sanitary Code, and all amendments and additions thereto.

#### **4.26 Non-Collusion**

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the Town of Yorktown, and that said laws have not been

violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any Town employee, officer or official.

#### **4.27 Conflict of Interest**

The award of a contract is subject to provisions of all Federal, State and Town laws. All firms must disclose with their proposals the name of any officer, director or agent who is also an employee of the Town of Yorktown. Further, all firms must disclose the name of any Town employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

#### **4.28 Intentionally Omitted.**

#### **4.29 Required Disclosure of Relationships**

Proposers are required to complete the questionnaire entitled "Required Disclosure of Relationships to Town" attached hereto as *SCHEDULE "G."* In the event that any information provided in the completed questionnaire changes, Proposer agrees to provide a revised "Required Disclosure of Relationships to Town" form to the Town within ten (10) business days of such event.

#### **4.30 Criminal Background Disclosure**

Pursuant to Executive Order No. 1-2008, the Town shall have the right to bar any contractor, consultant, licensee or lessee of Town owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said contractor, consultant, licensee or lessee who is at least sixteen (16) years old, including but not limited to subconsultants, subcontractors, sublessees or sublicensees or any family member or other person, who is at least sixteen (16) years old, residing in the household of a Town employee who lives in housing provided by the Town located on Town property from providing work or services to the Town or from being on Town property if any of the above mentioned persons has either one of the following: (a) A conviction of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State); (b) A pending criminal proceeding for a crime(s) as defined above; or (c) A refusal to answer such questions; where the following criteria apply: (a) If any of the persons providing work or services to the Town in relation to a Town Contract are not subject to constant monitoring by Town staff while performing tasks and/or while such persons are present on Town property pursuant to the Town Contract; and (b) If any of the persons providing work or services to the Town, in relation to a Town Contract may, in the course of providing those services, have access to sensitive data (for example, Social Security Numbers and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors and the infirm).

#### **5.0 Proposal Evaluation**

An Evaluation Committee (selected by the Town Board) will review all proposals. Proposers who submit a proposal in response to this RFP may be required to give an oral presentation to explain the proposal to the Evaluation Committee and/or Town Board. This will provide an opportunity for the proposer to clarify or elaborate on the proposal. The Town will schedule the time and

location of these presentations. The Evaluation Committee will present their findings and recommendations to the Town Board. As stated herein, proposers may submit one proposal for all three services or any combination thereof. However, the business plan for each component service must be submitted on a stand-alone basis.

The award of a contract for the services sought through this Request for Proposals is not governed by the public bidding laws. There is no obligation on the part of the Town to award the contract to the proposer who submits the highest fee, and the Town reserves the right to award the contract to the proposer the Town has determined to be responsible, who has submitted a complete proposal which meets the specifications and requirements which are deemed by the Town most advantageous to and in the best interest of the Town. The Town reserves the right to negotiate with any one or more of the proposers. The Town also reserves the right to reject all proposals, to waive any irregularities in any proposal, and to select a contractor by any alternate means, if the Town determines that doing so is in its best interest.

The following criteria, not necessarily listed in order of importance, will be used to evaluate proposals. These criteria are general in nature and may be used to develop a more detailed evaluation worksheet. The Town reserves the right to weigh its evaluation criteria in any manner it deems appropriate.

#### **(A) Golf Course Maintenance Contract & Golf Professional Contract**

- 1) Proposer's demonstrated ability to maintain golf courses especially high-end municipal golf courses. An evaluation of the proposer's maintenance plan for the golf course. Evaluation of the professional qualifications, personal background, and resume(s) of the individuals involved in the operation. A determination of the product of the proposer's maintenance practices as demonstrated by other golf courses maintained by the proposer. Proposer's demonstrated experience maintaining sand based greens, bent grass fairways and bent grass tees. Proposer's financial ability to operate and maintain the business. Evaluation of the proposer's fee submission. Type of maintenance equipment to be used on the golf course. A determination that the proposer has submitted a complete and responsive proposal as required by all sections, terms, and conditions of the RFP. An evaluation of the proposer's projected approach and plans to meet the requirements of the RFP.

Proposer's ability to complete capital projects and improvements. Proposer's ability to provide the required insurance coverage.

- 2) Proposer's demonstrated ability to manage, maintain and operate the business. Evaluation of the professional qualifications, personal background, and resume(s) of the individuals involved in the operation. Proposer's ability to offer quality service and products to patrons. Proposer's financial ability to operate and maintain the business. Evaluation of the proposer's fee submission. A determination that the proposer has submitted a complete and responsive proposal as required by all sections, terms, and conditions of the RFP. An evaluation of the proposer's projected approach and plans to meet the requirements of the RFP. Proposer's ability to complete capital projects and improvements. Proposer's ability to provide the required insurance coverage.

### **(B) Food and Refreshment Concession**

Proposer's ability to provide the required insurance coverage. Proposer's demonstrated experience to develop, manage, maintain, and operate the facility. Proposer's ability to complete and undertake physical improvements to the facility. Evaluation of the professional qualifications, personal background, and resume(s) of the individuals involved in the concession. Quality and value of menu and pricing. Proposer's planned improvements to the concession above and beyond the minimum requirements. Ability of proposer to market the facility.

Proposer's financial history and the ability of the proposer to finance, develop, operate and maintain the concession. Evaluation of the proposer's fee submission. A determination that the proposer has submitted a complete and responsive proposal as required by all sections, terms, and conditions of the RFP. An evaluation of the proposer's projected approach and plans to meet the requirements of the RFP. Proposer's ability to provide the required insurance coverage. Proposer's ability to complete the mandatory improvements in this RFP.

### **6.0 Proposal Preparation and Submission**

One (1) original and ten (10) photocopies of the proposal should be submitted.

For A, B and C, Section 1 must be completed.

The proposal shall be in one volume, and that volume shall be divided into six easily identifiable sections as follows:

#### **Section 1 - Technical Proposal Form**

This section shall contain all pertinent information relating to proposer's organization, personnel, and experience that would substantiate its qualifications and capabilities to perform the services required by the scope of the RFP.

At a minimum, this section shall contain the following information:

Attachments (1 & 2) and (3, 4 or 5 as applicable) fully completed as provided herein with any requested documents attached.

A list of key personnel to be assigned to the operation and their function. A description of their professional qualifications and personal background. A detailed resume for all management personnel assigned to the operation, showing their experience and certifications, should be submitted. Provide as much information as possible at the time of submission. Complete information on who will manage the operation on a daily basis. Demonstrated experience in operating a golf professional shop. Please note the minimum requirements as specified in Section 3.0 above. Proof of ability to obtain insurance as requested in Section 4.1 and Attachment 13,14,15 (as required).

For A, Section 2 should be completed.

#### **Section 2 –Maintenance Operation Plan (A Only)**

This section shall include the proposer's maintenance plan for the golf course (Attachment 26) and describe the proposer's approach and plan for accomplishing the maintenance work outlined

in the RFP. The plan should be clearly described in sufficient detail to permit the Town to evaluate it fairly in relation to all other proposals.

The maintenance operation plan is a comprehensive description of the planned mode of operation and use of the premises with emphasis on quality, efficiency and compliance with all environmental regulations.

This plan must include, but not be limited to the following:

Attachment 26

The proposer's plan for operating the facility and accomplishing the work and requirements set forth in the RFP.

Organizational chart.

Number of employees and their relevant qualifications with a listing of salary and benefit costs.

Inventory control procedures.

Estimated operating costs for chemicals and supplies (e.g. pins, flags, fertilizer, pesticides, etc.)

Proposed hours of operation and estimated man-hours required.

Complete listing of all equipment to be used, whether rented or leased and complete cost estimate for purchase and operation.

A complete listing of all capital improvements including estimated costs length of time to complete and impact on the facility.

The following Attachments request information, which is essential to the evaluation of the proposer's business plan and overall proposal.

### **Section 3 – Golf Professional Business Plan (B Only)**

This section shall describe the proposer's approach and plan for accomplishing the work outlined in the RFP. The plan should be clearly described in sufficient detail to permit the Town to evaluate it fairly in relation to all other proposals. Further, the proposer should describe the effort and skills necessary to operate the business.

The business plan is a comprehensive description of the planned mode of operation and use of the premises with emphasis on safety, service to the public and cash controls.

This plan must include, but not be limited to the following:

The proposer's plan for operating the facility and accomplishing the work and requirements set forth in the RFP.

The proposer's plan to offer quality products and service to the public.

Organizational chart.

Number of employees and their relevant qualifications.

Cash and inventory control procedures.

Estimated gross revenue for each year of the license broken out according to revenue obtained from the golf professional shop.

Estimated operating costs for each year of the license.

Proposed hours of operation.

A complete listing of all capital improvements including estimated costs, length of time to complete and impact on the facility.

Marketing and promotion plan.

Equipment and furnishings (describe the equipment and furnishings the proposer will provide for the operation of the facility).

#### **Section 4 – Food and Refreshment Concession (C Only)**

The business plan is a comprehensive description of the planned mode of operation and use of the premises with an emphasis on customer service and cash controls. This plan must include, but not be limited to, the following:

The proposer's plan to for operating the facility and accomplishing the work and requirements as set forth in this RFP.

Complete information on the on-site manager who will manage the operation on a daily basis.

Attachments (1 & 2) and (3,4 or 5 as applicable) fully completed as provided for herein with a request documents attached.

A list of key personnel to be assigned to the operation and their function, including a description of their personal qualifications and personal background. Detailed resumes for all management personnel assigned to the operation, showing their experience, should be submitted.

Documentation which clearly shows the proposer's experience in renovating and operating similar facilities.

Please note the minimum requirements specified in Section 3.0.

The proposer's plan to complete any improvements including cost estimates for each item and a time line for implementation.

Organizational chart.

Cash and inventory control procedures.

Estimated gross revenue for each year of the license.

Estimated operating costs for each year of the license.

A complete listing of all menu items including prices.

Maintenance program including pest control and grease removal.

Recruitment, training and supervisory programs .

**Should the proposer intend to conduct any other business, all plans must be outlined in the proposal or the proposer shall forego these opportunities.**

The following Attachments request information, which is essential to the evaluation of the proposer's business plan and overall proposal.

**Section 5 - Attachment 16 - Improvements**

This section shall describe the proposer's plan for constructing any additional improvements. The plan should provide a detailed explanation as to how the proposer will meet its time frame and deadline for completion of the improvements.

**Section 6 – Attachments and Fee Proposal**

The following attachments must be submitted under the following:

A: Golf Course Maintenance –

1,2,3,4,5,6,7,8,9,10,13,16,19,23,26

B: Golf Professional Concession –

1,2,3,4,5,6,7,8,9,11,14,17,20,21,24

C: Golf Course Food and Refreshment Concession –

1,2,3,4,5,6,7,8,9,12,15,18,22,25

**SCHEDULE "A"**  
**STANDARD INSURANCE PROVISIONS**  
**(Contractor)**

1. Prior to commencing work, the Contractor shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the Town of Yorktown, as may be required and approved by the Director of Risk Management of the Town. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the Town of Yorktown by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Contractor and identify the Agreement. If at any time any of the policies required herein shall be or become unsatisfactory to the Town, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Town, the Contractor shall upon notice to that effect from the Town, promptly obtain a new policy, submit the same to the Department of Risk Management of the Town of Yorktown for approval and submit a certificate thereof. Upon failure of the Contractor to furnish, deliver, and maintain such insurance, the Agreement, at the election of the Town, may be declared suspended, discontinued or terminated. Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification. All property losses shall be made payable to and adjusted with the Town. In the event that claims, for which the Town may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Town of Yorktown.

2. The Contractor shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Yorktown, New York." Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: [www.wcb.state.ny.us](http://www.wcb.state.ny.us) (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) Employer's Liability with minimum limit of \$100,000.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.1), naming the Town of Yorktown as an additional insured. This insurance shall include the following coverages:

(i) Premises - Operations.

(ii) Broad Form Contractual.

(iii) Independent Contractor and Sub-Contractor.

(iv) Products and Completed Operations.

(v.) Liquor Liability

All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

(i) Owned automobiles.

(ii) Hired automobiles.

(iii) Non-owned automobiles.

3. All policies of the Contractor shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the Town of Yorktown (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the Town of Yorktown is named as an insured, shall not apply to the Town of Yorktown.

(c) The insurance companies issuing the policy or policies shall have no recourse against the Town of Yorktown (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.

## **SCHEDULE "B"**

### **VALLEY FIELDS OPERATING SCHEDULE – WEEKDAY**

Date Office First Tee Twilight Super Last Tee Time Office

Opens Time Twilight Closes

3/15-3/29 6:30AM 6:57AM 2:00PM 4:00PM 5:00 PM 5:30PM

4/1-4/12 5:45AM 6:12AM 2:00PM 4:00PM 5:00 PM 5:30PM

4/15-4/26 5:30AM 6:03AM 2:00PM 4:00PM 5:00 PM 5:30PM

4/29-6/21 5:30AM 5:59AM 3:00PM 5:00PM 6:00 PM 6:30PM

6/24-7/12 5:00AM 5:27AM 3:00PM 5:00PM 6:00 PM 6:30PM

7/15-8/2 5:15AM 5:45AM 3:00PM 5:00PM 6:00 PM 6:30PM

8/5-8/16 5:15AM 5:54AM 3:00PM 5:00PM 6:00 PM 6:30PM

8/18-8/30 5:45AM 6:12AM 3:00PM 5:00PM 6:00 PM 6:30PM

9/2-9/27 6:00AM 6:30AM 2:00PM 4:00PM 5:00 PM 5:30PM

9/30-10/11 6:30AM 6:57AM 2:00PM 4:00PM 5:00 PM 5:30PM

10/13-11/1 7:00AM 7:24AM 2:00PM 4:00PM 5:00 PM 5:30PM

11/4-Close 6:00AM 6:30AM 2:00PM 4:00PM 5:00 PM 5:30PM

**Daylight Savings begins March 10, 2022 and ends November 3, 2022**

### **VALLEY FIELDS OPERATING SCHEDULE – WEEKENDS**

Date Office First Tee Twilight Super Last Tee Time Office

Opens Time Twilight Closes

3/16-3/31 6:30AM 6:57AM 2:00PM 4:00PM 5:00 PM 5:30PM

4/6-4/13 5:30AM 6:12AM 2:00PM 4:00PM 5:00 PM 5:30PM

4/20-4/27 6:00AM 6:03AM 2:00PM 4:00PM 5:00 PM 5:30PM

5/4-5/11 5:15AM 5:54AM 3:00PM 5:00PM 6:00 PM 6:30PM

5/18-6/22 5:00AM 5:18AM 3:00PM 5:00PM 6:00 PM 6:30PM

6/29-7/6 5:00AM 5:27AM 3:00PM 5:00PM 6:00 PM 6:30PM

7/13-8/3 5:15AM 5:45AM 3:00PM 5:00PM 6:00 PM 6:30PM

8/10-8/17 5:30AM 5:54AM 3:00PM 5:00PM 6:00 PM 6:30PM

8/24-8/31 5:45AM 6:12AM 2:00PM 4:00PM 5:00 PM 5:30PM

9/7-9/21 6:00AM 6:30AM 2:00PM 4:00PM 5:00 PM 5:30PM

9/28-10/12 6:30AM 6:57AM 2:00PM 4:00PM 5:00 PM 5:30PM

10/19-11/2 7:00AM 7:24AM 2:00PM 4:00PM 5:00 PM 5:30PM

11/9-Close 6:00AM 6:30AM 2:00PM 4:00PM 5:00 PM 5:30PM

**Daylight Savings begins March 10, 2022 and ends November 3, 2022**



**SCHEDULE "C"**  
**CURRENT LICENSE AGREEMENTS**

(A) Maintenance Agreement & Golf Professional Agreement

Year License Fee of Maintenance and Pro Shop Operator  
Payment to Town (To be paid annually prior to open)

2023 - \$10,000 Annual  
2024 - \$12,500  
2025 - \$15,000  
2026 - \$17,500  
2027- \$20,000

(B) Food and Refreshment Concession Agreement

Food and Beverages  
Year Payment to Town

2023 - \$3,000 per month	Annual - \$36,000
2024 - \$3,100 per month	Annual - \$37,200
2025 - \$3,500 per month	Annual - \$42,000
2026 - \$3,750 per month	Annual - \$45,000
2027 - \$4,000 per month	Annual - \$48,000

**Schedule "D" [Sample]**

**VALLEY FIELDS GOLF COURSE**

All rates are per person and include greens fee.

**March 16 – April 11**

**Greens Fees** With Park Pass Without Park Pass

**Weekend (Friday, Saturday, Sunday & Holidays \*)**

18 Holes \$65 \$85

Twilight 2 p.m. \$50 \$70

Super Twilight 4 p.m. \$35 \$45

Senior\*\* \$45 \$55

Junior\*\*\* \$35 \$40

**Weekday (Monday through Thursday)**

18 Holes \$45 \$65

Twilight 2 p.m. \$40 \$50

Super Twilight 4 p.m. \$30 \$35

Senior\*\* \$35 \$45

Junior\*\*\* \$25 \$30

**April 12 - November 15**

**Greens Fees with discount with Town Pool Pass**

**Weekend (Friday, Saturday, Sunday & Holidays\*)**

18 Holes \$85 \$115

Twilight 3 p.m. \$60 \$80

Super Twilight 5 p.m. \$40 \$50

**Weekday (Monday through Thursday)**

18 Holes \$55 \$85

Twilight 3 p.m. \$50 \$70

Super Twilight 5 p.m. \$30 \$40

Senior\*\* \$45 \$65

Junior\*\*\* \$30 \$35

*Holiday rates apply Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas\**

*Seniors: 60 years and older\*\**

*Juniors: 17 years and younger; valid after 12 p.m.; \*\*\**

**November 16 to end of season**

**Greens Fees** With Park Pass Without Park Pass

**Weekend (Friday, Saturday, Sunday & Holidays \*)**

18 Holes \$65 \$85

Twilight 2 p.m. \$50 \$70

Super Twilight 4 p.m. \$30 \$45

**Weekday (Monday through Thursday)**

18 Holes \$45 \$65

Twilight 2 p.m. \$40 \$50

Super Twilight 4 p.m. \$25 \$35

Senior\*\* \$35 \$45

Junior\*\*\* \$25 \$30

**Annual Passes** With Park Pass Without Park Pass

Unlimited Annual Pass \$3,350 \$3,950

Weekday Annual Pass \$2,250 \$2,950

Senior Annual Pass \$1,950 \$2,350

Twilight Annual Pass \$1,950 \$2,350

**Outing Rates**

**In season Outing Fees (May 1 – October 17)**

Weekday Outings (Monday through Thursday)

\$85 per golfer for consecutive tee times or shotgun

Weekend Outings (Friday through Sunday)

\$110 per golfer (weekend outings are based on tee time start every 9 minutes)

*Holiday rates apply Memorial Day, Fourth of July, Labor Day, and Thanksgiving\**

*Seniors: 60 years and older\*\**

*Juniors: 17 years and younger; valid after 12 p.m.;\*\*\**

**SCHEDULE "E" – Intentionally Omitted**

**SCHEDULE "F" – Intentionally Omitted**

**SCHEDULE "G"**

Contract #: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

**SCHEDULE " "**

**REQUIRED DISCLOSURE OF RELATIONSHIPS TO TOWN**

*A potential Town contractor must complete this form as part of the proposed Town contract.*

1.) Are any of the employees that the Contractor will use to carry out this contract also a Town officer or employee, or the spouse, child, or dependent of a Town officer or employee?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details (attach extra pages, if necessary): \_\_\_\_\_

2.) Are any of the owners of the Contractor or their spouses a Town officer or employee?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details (attach extra pages, if necessary): \_\_\_\_\_

3.) Do any Town officers or employees have an **interest** in the Contractor or in any approved subcontractor that will be used for this contract?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details (attach extra pages, if necessary): \_\_\_\_\_

By signing below, I hereby certify that I am authorized to complete this form for the Contractor.

\_\_\_\_\_

Name: \_\_\_\_\_

1 "Interest" means a direct or indirect pecuniary or material benefit accruing to a Town officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the Town or otherwise. For the purpose of this form, a Town officer or employee shall be deemed to have an "interest" in the contract of:

1.) His/her spouse, children and dependents, except a contract of employment with the Town;

2.) A firm, partnership or association of which such officer or employee is a member or employee;

3.) A corporation of which such officer or employee is an officer, director or employee; and

4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

Title: \_\_\_\_\_

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

# NON-COLLUSIVE BIDDING CERTIFICATION

Made pursuant to Section 103-d of the General Municipal Law of the State of New York.

By submission of this bid, Bidder and each person signing on behalf of Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by Bidder and will not knowingly be disclosed by Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1) (2) and (3) above, have not been complied with; provided, however, that if in any case Bidder cannot make the foregoing certification, Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Dated: \_\_\_\_\_

Bidder:

\_\_\_\_\_  
(Legal name of person, firm or corporation)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Please Print Name)

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

State of New York )  
County of \_\_\_\_\_)ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(Notary Public)