



Purchasing Department
Finance Group

March 27, 2013

REQUEST FOR PROPOSAL FOR: <i>the Development, Construction & Operation of a new outdoor golf practice range facility at the Oak Hills Park Golf Course, Norwalk, CT</i>		
PROJECT NUMBER	3270	Document length – 25 pages
DUE DATE	2:00 PM	May 1, 2013

Dear Sir/Madam:

The Oak Hills Park Authority, of the City of Norwalk, is soliciting proposals from Firms interested in the development, construction and operation of a new outdoor golf practice range facility at the Oak Hills Park golf course. RFP DOCUMENTS are available upon receipt of this invitation (if not attached) over the Internet at <http://www.norwalkct.org> Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe.

A PRE-PROPOSAL CONFERENCE will be held at 10:00am, Wednesday, April 10th, at the Oak Hills Park Golf Course, 165 Fillow Street, Norwalk, Connecticut. Interested parties should plan to meet at the entrance to the Pro shop store.

All questions regarding this solicitation must be directed via e-mail to, Gerald J. Foley, Purchasing Agent, City of Norwalk at gfoley@norwalkct.org or via fax to (203) 854-7817. The deadline for submission of questions is 2:00PM, Thursday, April 17, 2013.

Businesses, without fax or Internet access equipment, may contact the Purchasing Department at 203-854-7712 for any RFP information. Our fax number is 203-854-7817.

We would appreciate the courtesy of promptly advising us if you do not intend to respond. To properly maintain our records those firms who do not respond may be removed from our vendor records.

If, after review of the RFP documents, your firm is interested in performing the services specified, provide the information requested, sign and return the complete document, along with your detailed proposal, to the City of Norwalk Purchasing Department by the due date.

Gerald J. Foley
Purchasing Agent
Ph 203-854-7712
Fax 203-854-7817, e-mail gfoley@norwalkct.org

SECTION 1 - PROJECT SPECIFICATIONS

1.0 INTRODUCTION:

This Request for Proposal (RFP) is prepared in order to solicit responses from qualified Firms and individuals interested in the development, construction and operation of an outdoor practice range facility at Oak Hills Park Golf Course. The anticipated contract period would be for up to fifteen (15) years, commencing on or about August 1, 2013. The base submission period is for up to ten (10) years, expiring July 31, 2022 and; the alternate submission period is for up to fifteen (15) years, expiring July 31, 2027. There will be no extension option to either party for each option.

For a firm to be considered for this engagement, One (1) original + ten (10) copies of its proposal must be submitted to the City of Norwalk Purchasing Agent at the address below. They must be received by time and date indicated on the invitation page of this RFP document.

**City of Norwalk
Purchasing Department, Room 103
Gerald Foley, Purchasing Agent
125 East Avenue, Norwalk, CT 06851**

The scope of the required services and other terms and conditions of this engagement are described in section 1.4 and 1.5 of this Request for Proposals document. The requested format and content of the proposal submissions are described in Section 1.17. Proposal submissions shall be evaluated by the criteria set forth in Section 1.20.

Proposals will be initially reviewed by a Selection Committee. The Selection Committee will select the two or three firms that best meet the Oak Hills Park Authority's (hereafter, OHPA) requirements at their sole discretion. These firms will then be invited to present their proposal submissions to, and respond to questions from the Selection Committee.

Following this process, the Selection Committee will make a recommendation to OHPA, which has the final responsibility for the authorization to enter into a contract.

The City of Norwalk reserves the right to reject any and all proposals submitted, to request additional information from all operators and to negotiate with one or more of the finalists regarding the terms of this engagement. The City of Norwalk also reserves the right to retain the proposals, use any ideas contained in the proposals and is not obligated in any manner to reimburse the operators for the costs incurred in connection with responding to this Request for Proposals.

The Selection Committee intends to recommend the firm that, in its opinion, best meets the OHPA's needs, not necessarily the firm with the highest fees to the authority.

Any requests for clarification or additional information regarding this RFP are to be submitted in writing to the City of Norwalk's Purchasing Department, Room 103, 125 East Avenue, Norwalk CT 06856-5125, via fax to (203) 854-7817, via e-mail to gfoley@norwalkct.org and must be received no later than the time and date noted on the invitation page of this RFP solicitation document. If any substantive requests for information are received and responded to by the City of Norwalk, an addendum to this RFP will be issued.

1.1 PARK DESCRIPTION

Oak Hills Park is located at 165 Fallow Street. It is owned by the City of Norwalk and managed by the OHPA. The OHPA leases this property from the City of Norwalk. OHPA current lease of Oak Hills Park expires February 1, 2017. However, OHPA's is in discussions with the City now to extend the lease term. It is anticipated that an extension period shall be authorized shortly. A copy of the original lease document and the first amendment to the lease are attached as exhibits to this RFP solicitation (Lease document: Sixty-four (64) pages; Amendment document: three (3) pages). The entire Oak Hills Park Property consists of approximately 144 acres. It has an eighteen (18) hole golf course, eight (8) Har-Tru tennis courts, and other facilities.

The Oak Hills golf course is a par 71 course with a rating of 70.3 and slope of 133 for men and a rating of 70.7 and slope of 124 for ladies, and a total yardage of 6,317. The course services the residents of Darien, New Canaan, Westport, Wilton as well as Norwalk. The course is open year round, weather permitting, with an average of between 35,000 to 50,000 rounds of golf played annually. With this current usage, presently only Mondays are set-aside for approved golf tournaments. During the summer months, the first tee time is 5:57am and the last tee time is 7:00pm.

Oak Hills Park also has a 5,900 square foot restaurant structure. This restaurant consists of a 120 seat capacity dining room, a 20 seat grille room area, a kitchen area, bathrooms, storage areas and a small porch. The building was designed to integrate with the site topography. The layout and orientation of the building was designed to maximize views of the Oak Hills Park picturesque golf course.

The OHPA is seeking a qualified developer to develop, construct and operate an outdoor golf practice range located within the existing footprint of the Oak Hills Park Golf Course area. A proposed area for this new outdoor golf practice range is depicted on the attached aerial photograph (one (1) page). For the privilege of operating such golf practice range, the developer shall pay OHPA an annual lease fee for its use of the park property, plus remit to OHPA a percentage of the annual gross receipts which are defined as the total of all golf practice range revenue, merchandise, and food and beverage sales. The successful developer shall also be responsible for all utilities directly related to the operation of the golf practice range facility.

1.2 OBJECTIVE OF THE REQUEST FOR PROPOSALS

The OHPA intends to grant the successful operator an exclusive license to develop, construct and operate a practice range in the park. The OHPA's goals are to provide the public with a first class practice range that affords a premium level of service and; ensures that OHPA receives an adequate and appropriate level of compensation from the Firm selected to operate the practice range on park property to a qualified Firm that will accomplish the following:

- Investigate the health of the Golf Practice Range Industry locally and ascertain whether or not an opportunity exists within the OHPA property for development, construction and operation of a new outdoor practice range facility with sufficient yardage in length;
- Develop, construct and operate the practice range at no cost to the OHPA;
- Maximize attendance volumes through strategies that consider: visibility, ease of use, etc.
- Develop a marketing plan to promote the practice range that maximizes the use of the facility through such avenues as: promotional advertising, merchandising, instructional videos, etc.
- Development of a community outreach plan in conjunction with the OHPA to increase the current usage and participation in the use of the all golf course amenities.

- Install walking trails in areas around the practice range to promote other use of the park for non- golfers.
- Maintain the wooded feel in the area with the replacement of cleared trees with new trees in a location and amounts acceptable to the authority.
- It is critical that the environmental impact be as low as possible. This must be a critical part of any successful proposal. OHPA would like to obtain an Audubon Designation for this new range.
- The OHPA has identified its preferred choice for the location-marked on the attached aerial. Other locations will be reviewed and considered but in no way can an alternate location of the practice range negatively impact the current layout of the course. Changes must be addressed on the proposal and any cost associated with those changes will be the expense of the Operator.

1.3 POLICY OF THE OAK HILLS PARK AUTHORITY.

The OHPA desires that the public shall be encouraged to use the practice range facility as fully as feasible, and to this end it expects the successful operator to organize, supervise, and advertise its operation. The successful Operator shall not provide or sell food or drinks to the users of the practice range facility without first obtaining the permission of the operator of the restaurant at the Oak Hills Park. The operation of the proposed practice range will be the sole source of revenue for the winning operator. Lessons, golfing products, and camps will be provided by a member of the OHPA team and or the golf pro of OHPA, unless otherwise negotiated with the OHPA.

1.4 RESPONSIBILITIES OF THE SUCCESSFUL PROPOSER.

Operator

The following are selected areas of responsibilities which shall be required of the successful operator. Any award of contract resulting in an agreement between OHPA and the proposed as a result of this RFP shall be exclusive at the proposed site only.

A. Research

Research the existing site conditions and obtain necessary site reference material for site analysis studies. Work in conjunction with OHPA for site detail, restrictions and other pertinent information.

B. Site Visitation

Visit the site to review extensively all topographic elements relevant to the project. Successful operator/bidder will also have planned meetings with the neighbors to review plans and address the concerns of the tax payers of Norwalk

C. Conceptual Schematic Plans

Prepare detailed requirements for the construction of the golf practice range facility and propose a target date for opening.

D. Final Conceptual Plans

Provide OHPA with construction renderings including, but not limited to, parking, hitting station configurations (ex. one-tier, two-tier), number of stations, and elevations.

E. Preliminary Construction Cost Estimates and Budget Information

Prepare a detailed preliminary cost estimate based on the preliminary (schematic) design of the total construction cost.

F. Final Construction Cost Estimates and Budget Information

Prepare a detailed preliminary cost estimate based on the final conceptual design of the total construction cost.

G. Demographic and Pro forma Data Analysis

Prepare a detailed potential revenue projection using available demographic and industry averages of similar facilities from other areas in the northeastern section of the country.

H. Cleanliness:

Operator shall, at its own expense, keep the practice range facility and the immediate surrounding areas clean and sanitary at all times. No offensive refuse matter, nor any substance constituting an unnecessary, unreasonable, or unlawful hazard, nor any material detrimental to public health or safety, shall be to remain thereon, and the Operator shall prevent any such matter or material from being or accumulating upon the practice range facility and the immediate surrounding areas. Any hazardous waste (including unused fertilizers, chemicals, etc.,) shall be disposed of in a manner keeping with good environmental practices.

I. Utilities:

The operator shall be responsible for utility charges. Charges may include, but are not limited to, deposits, installation costs, meter deposits, and all service charges for electricity, telephone, and other utility services to the practice range facility, and shall be paid by the developer regardless of whether such utility services are furnished by the OHPA or by other utility service providers.

J. Maintenance of Equipment

Operator shall, at all times and its own expense, keep and maintain all equipment in good repair and in a clean, sanitary, and orderly condition and appearance. All equipment and maintenance of the equipment needed to run a safe operation is the sole expense of the operator.

K. Obligations of the Operator

1. Obtain, its own expense, all necessary permits and approvals for the operation of a practice range facility in the City of Norwalk;
2. Maintain and store all equipment and immediate surrounding areas in a state of cleanliness and repair to prevent injuries to the public;
3. Be responsible for keeping the practice range facility and immediate surrounding areas free of trash, liter and debris, and hazardous substances;
4. Afford the public access to the practice range facility;
5. Operate as an independent Proposer responsible for all applicable taxes;
6. By the 15th calendar day of each succeeding month, furnish detailed standard accounting monthly financial and operating statements acceptable to OHPA along with the monthly license fee and the agreed upon overage fee based on total gross revenues.
7. Provide all advertising and signage for the operation for the practice range facility;
8. Allow for inspections by the appropriate OHPA staff at all times
9. Comply with all current OHPA practices, including compliance with current OHPA policies. .
10. Fulfill all other requirements outlined in section 1.2 of this document.

1.5 CONTRACTUAL PROVISIONS

The following are selected contractual provisions which shall be required of the winning operator.

A. Term

The term of the Agreement shall be for up to fifteen (15) years, effective on the date of execution.

B. Hours of Operation

The OHPA and Operator agree to negotiate the hours of operation, days of service, and the length of the operation season for the practice range, which approvals shall not be unreasonably conditioned or delayed. The OHPA and Operator agree to meet annually prior to May 1 of each season to mutually agree upon the days and hours of operation for each season. At no time will the range be allowed to open other than the hours of operation for Oak Hills unless agreed to by the OHPA.

C. Insurance

The Operator shall indemnify, defend and hold harmless the City of Norwalk and Oak Hills Park Authority from all claims and loss growing out of the operation of the practice range facility and shall maintain an insurance policy in effect during the lease period, as required by the policies and ordinances of the City of Norwalk.

The insurance required of the Operator is subject to the coverage terms, conditions and limits of liability set forth herein. It is further agreed that the Operator will name the City of Norwalk and OHPA as Additional Insureds on all required liabilities policies stipulated in such Lease.

D. Public Access

The selected operator understands the Oak Hills Park Golf Course is part of the public domain and is to remain open and accessible to the public in a manner that is compatible with the use of the practice range facility as contemplated by the resulting agreement.

1.6 CONTRACT AWARD

Upon approval and authorization of the contract agreement by the OHPA, the OHPA will notify the selected operator and forward the contract agreement for execution. The fully executed contract agreement shall be returned to the OHPA accompanied by a performance bond or escrow check in the full amount of the construction cost, or evidence of a commitment from investors or lenders to fund the full cost of the facility and additionally provide evidence of the required insurance coverage levels. The selected operator may commence work pursuant to the contract award upon receipt of a written notice to proceed from OHPA.

1.7 PRIME PROPOSER RESPONSIBILITY

Vendors submitting proposals to this RFP may utilize the services of subProposers. If subProposers are planned to be used, this should be clearly explained in the proposal. The Prime Operator will be responsible for the entire contract performance whether or not subProposer is to perform.

All corporate information required in this RFP must be included for each proposed subProposer. The proposal must also include copies of any agreements to be executed between the Prime Operator OHPA retains the right to approve all subProposers.

1.8 PERSONNEL

The personnel and commitments identified on any operator's proposal will be considered essential to the work to be performed under this RFP. Prior to diverting any of the specified individuals to other programs or changing the level of effort of the specified individuals, the operator must notify the OHPA fourteen (14) days in advance and will be required to submit justification, including proposed substitutions, in sufficient detail, to permit evaluation of the impact on the project. The Operator will make no deviation without the prior written consent of the OHPA. Replacement of personnel will be with personnel of equal ability and qualifications.

Any employee of the Operator, who in the sole opinion of the OHPA is unacceptable, shall be removed from the project pursuant to the request of OHPA. The Operator will have fourteen (14) days to fill the vacancy with another employee of acceptable technical experience and skills subject to the written approval of the OHPA.

The OHPA shall have the right to reject or terminate any of the staff provided by the operator with 24-hour notice, and the operator shall be able to provide immediate, temporary replacement and within 40 days, provide permanent replacement.

1.9 AVAILABILITY OF FUNDS

The contract award under this RFP may be contingent upon the availability of funds to the OHPA for this project. In the event that funds are not available, any contract resulting from this RFP may become void and of no force and effect with no liability to the OHPA for damages to the Operator.

1.10 PAYMENT

The operator shall submit monthly payments of their proposed fee to the OHPA. Any payment received later than ten (10) business days of the due date will subject to an assessment of a late fee of 4% of any amount due.

1.11 TERMINATION FOR DEFAULT OR FOR THE CONVENIENCE OF THE CONTRACTING AGENCY

Performance under this contract resulting from this RFP may be terminated by the OHPA whenever;

The operator, in the sole opinion of the OHPA, is in default in the performance of the contract and shall fail to correct such default within the period specified by the contracting officer in a notice specifying default; or the contracting officer shall determine that termination is the best interest of the OHPA.

Termination will be effected by delivery to the operator of a notice to terminate, stating the date upon which the termination becomes effective. Upon receipt of the notice to terminate, the operator shall immediately:

- Stop all work
- Assign to the OHPA. all rights, title and interest in the work being developed;
- Deliver forthwith to the OHPA all completed work and work in progress;
- Authorizes any paperwork for the completion guaranty or performance bond (if applicable)
- Preserve and protect, until delivery to the OHPA, all material plans, and documents related to this contract which, if the contract had been completed, would have been furnished to the OHPA or necessary to the completion of the work.

1.12 NEGOTIATED CHANGES

In the event negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.

1.13 CONTRACT AGREEMENT

The selected operator will be required to agree to and sign a formal written contract between the OHPA and the operator, prepared by the Legal Counsel of the OHPA. A sample Independent Proposer for Consulting Services contract form, is provided at the end of this RFP to illustrate the type of contract the OHPA will use to contract for these consulting services.

1.14 RIGHT OF SET-OFF

The undersigned bidder hereby authorizes the City of Norwalk to set off against monies payable hereunder by the City of Norwalk to the bidder, an amount equal to any unpaid real and personal property taxes and assessments (the collection of which is not barred by the State of Limitations), owing by the Operator to the City of Norwalk, including all interest and lien charges in connection with such paid taxes.

1.15 DURATION OF PROPOSALS

Proposals will remain in effect for a period of ninety (90) days from the deadline for submission of the proposal.

1.16 ACCEPTANCE OF RFP CONTENT

Provisions of this RFP and the contents of the successful response will be used to establish final contractual obligations. The City of Norwalk retains the option of canceling the award if the successful Operator fails to accept such obligations. The OHPA and the successful Operator shall enter into a written contract for the work to be performed.

It is understood that this RFP and the Operator's proposal shall be attached and included by reference in a contract signed by the OHPA and the successful Operator.

1.17 RESPONSE SUBMISSIONS

The objectives of this request for proposals are to identify the organizations best qualified to perform the services and to identify the most practical proposals in order for the Oak Hills Park Authority to make an informed award decision, the operators must provide any and all information too fully and clearly address the information provided in this RFP.

All responses to this RFP must be in sealed envelopes and marked with the RFP reference title, the RFP number, and due date and time. The Operator's name and address and contact information must appear on the envelope. Proposals should put forth full, accurate, and complete but concise information as required by this request. In addition to the Proposal Response Form, the proposal should include:

- A. Title Page. This should include your company name, address, telephone and fax numbers, and person to contact regarding this proposal with e-mail address.
- B. Executive Summary: Provide a brief history of your firm, company structure, and identify the key acquired proficiencies in the development, construction and operation of golf

practice range facilities. Provide a statement that outlines which attributes distinguish your firm from other firms. Provide an outline the firm's experience with the development, construction and operation of similar golf practice range facilities

- C. Services – Operators Required Responsibilities: Provide complete and detailed responses to the all of the items outlined within section 1.4 of this RFP solicitation document, with the exception of item F.
- D. Project Team Organization and Staffing: Provide an organizational chart for the proposed staff for this project, including any consultants. Identify the Principal of the firm who will be responsible for the project and include resumes of all key project team members. Provide a brief description of similar projects in which the key personnel may have worked together as a team. Include previous assignment information such as title, length of time on job, references and contact information. Notwithstanding, similar information shall also be provided for any and all subProposers.
- E. Project Approach: Describe your project approach and how your staff and consultants will be organized and utilized both during design, construction and operation phases.
- F. References: The operator must have not less than five (5) years of operational experience. Provide at least three (3) references that will be able to verify the quality of your firm's services, technical ability and proposed key staff, with title, position, their relationship to the project, and telephone numbers. The OHPA intends to review the proposals submitted and select a short list for interviews. Once this short list is developed the Oak Hills Park Authority intends to check references submitted.
- G. Financial Information: Operator should submit information concerning their financial capacity and their capabilities to undertake and successfully carryout its responsibilities as they relate to this project. To satisfy this requirement, the operator must provide the following with their submission: Operator name and address of the Operator's Financial Institution and investors that would fund the financing for this project. The latest certified financial statements reflecting the Operator's financial position. If a financial statement is not available, then submit either a reviewed or compiled statement from an independent accountant setting forth the same information.
- H. Practice Range Facility: Operators shall include a detailed narrative describing the style / type of the practice range facility that they plan to develop, construct and operate, including but not limited to, proposed level of services, proposed program(s), number of employees, etc. Operators shall include a detailed narrative of their proposed marketing plan to promote the practice range facility operation Operators should propose an amount of funding to be put aside yearly from the practice range facility revenues for maintenance costs
- I. Proposal Response Forms (Section 2.2). Operators should assume a ten (10) year lease. Operators should provide annual lease amounts that may include yearly increases. Additionally, operators should provide an overview of their proposed revenue sharing methodology. (Ex. Annual payment of X % for all gross revenues in excess of XXX,XXX dollars).

1.18 INSURANCE REQUIREMENTS

The Proposer shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement,

whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Proposer' policies.

The Proposer shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Proposer' policies.

The Proposer shall indemnify, defend and hold harmless the City of Norwalk and Oak Hills Park Authority from all claims and loss growing out of the operation of the golf practice range facility and shall maintain an insurance policy in effect during the lease period, as required by the policies and ordinances of the City of Norwalk.

It is further agreed that the Proposer will name the City of Norwalk and OHPA as Additional Insureds on all required liabilities policies stipulated in such Lease.

A. Minimum Scope and Limits of Insurance:

Workers' Compensation insurance: With respect to all operations the Proposer performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of One Hundred Thousand Dollars (\$100,000.00) coverage for each accident, One Hundred Thousand Dollars (\$100,000.00) coverage for each employee by disease, Five Hundred Thousand (\$500,000.00) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the Proposer performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this contract. Each annual aggregate for shall not be less than Two Million Dollars (\$2,000,000.00). The Products/Completed Operation Aggregate shall not be less than One Million Dollars (\$1,000,000).

Coverage must include Blanket Contractual Liability for liability assumed under this contract and all other contracts relative to the project; Extended Products Liability/Completed Operations with a three (3) year non-cancelable extension beyond the completion and acceptance of the project; Broad Form Property Damage; "X, C & U" Perils, where applicable; Independent Proposers; Severability of Interests provision and a waiver of subrogation.

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Proposer shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00) coverage per accident for bodily injury and property damage. If the Proposer is a Hazardous Waste Hauler (trucker) or responsible for the removal of hazardous materials, then Automobile Liability in the amount of \$5,000,000.00 combined single limit is required.

Environmental Liability: If applicable, based on the Proposer's Scope of Work, the Proposer is required to provide environmental and remediation insurance in the amount of \$5,000,000.00 per

claim limit and \$5,000,000.00 aggregate limit per occurrence. State the per claim/aggregate deductible amount.

Errors and Omissions/Professional Liability: If applicable, with respect to any damage caused by an error, omission or any negligent or wrongful act of the Proposer or any sub-Proposer or subconsultant in connection with any professional services performed under this Agreement the Proposer shall carry One Million Dollars (\$1,000,000.00) coverage per claim.

"Tail" Coverage: If any of the required liability insurance is on "claims made basis, tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Proposer shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Proposer shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

RAILROAD'S PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE

LIABILITY INSURANCE: When the Project involves work on, over or under the right of way of any railroad company, and such railroad has no scheduled passenger service, the Proposer shall carry, with respect to the operations it performs and those performed on its behalf by sub-Proposers, for and in behalf of the railroad company, regular Protective Public Liability insurance providing for a limit of not less than one million (\$1,000,000) dollars for all damages arising out of bodily injury to or death of one person, and, subject to a total or aggregate limit of not less than two million (\$2,000,000) dollars for all damages arising out of bodily injury to or death of two or more persons in any one accident or occurrence. When the Project involves work on, over or under the right of way of any railroad company, and such railroad line is a passenger line, the Proposer shall carry, with respect to the operations he performs and also those performed for him by sub-Proposers for and in behalf of the railroad company, regular Protective Public Liability insurance providing for a limit of not less than one million (\$1,000,000) dollars for all damages arising out of bodily injury to or death of one person, and subject to a total or aggregate limit of not less than two million (\$2,000,000) dollars for all damages arising out of bodily injury to or death of two or more persons in any one accident or occurrence.

The Proposer shall also carry regular Protective Property Damage Liability insurance providing for a limit of not less than five hundred thousand (\$500,000) dollars for all damages arising out of injury to or destruction of property in any one accident or occurrence and, subject to that limit per accident, and a total (or aggregate) limit of not less than one million (\$1,000,000) dollars for all damages arising out of injury to or destruction of property during the policy period.

The original of this policy shall be filed with the railroad company.

BLASTING: When explosives are to be used in the prosecution of the Work, the liability insurance required above shall also contain provisions for protection, in the amounts stated, against damage claims due to such use of explosives.

Acceptability of Insurers: The Proposer's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City.

Sub-Proposers: The Proposer shall require all sub-Proposers to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the sub-Proposer. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Proposer shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Proposer agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Proposer.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Proposer to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Proposer and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, and Workers' Compensation, if included, required for the performance of the Project shall include the City as an Additional Insured with respect to the Proposer's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Proposer shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Proposer's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, P. O. Box 798, Norwalk, Connecticut 06856-0798.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

1.19 PROPOSAL EVALUATION

Following initial review, candidates may be short-listed. Semi-finalists may be invited to make a presentation, followed by a question and answer period. The Oak Hills Park Authority may elect to select two or more firms for a second interview.

1.20 EVALUATION CRITERIA

The Oak Hills Park Authority anticipates evaluating the proposals based on the following criteria:

Proposer's proposed lease fee, financial arrangement, capital plan and term of lease
Proposer's experience in the design and development of golf practice range facilities
Proposer's Financial soundness / stability
Proposer's proposed method of operation, including proposed hours of operation.
Proposer's experience with operation of municipal golf practice range facilities
Proposer's experience with operation of golf practice range facilities in general.
Proposer's proposed marketing plan
Proposer's commitment to implementing and supporting long term, quality services.

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SECTION 2 - RESPONSE FORMS

SPECIAL NOTES ON RESPONDING

ADDENDA information is available over the Internet at <http://www.norwalkct.org> Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe. We strongly suggest that you check for any addenda a minimum of forty eight hours in advance of the bid deadline.

SUMMARIES will be available any time after 5:00 PM on the day of the bid opening over the Internet at <http://www.norwalkct.org> . The document number to request will be the same as the project number indicated in the invitation to bid. Bid results will not be provided over the phone.

AWARD NOTIFICATION will be issued by mail.

BUSINESSES WITHOUT FAX EQUIPMENT or Internet access may contact the Purchasing Department at 203-854-7712 for this information.

RFP RESPONSES Original + ten (10) copies are to be delivered to:

City of Norwalk Purchasing Department
125 East Avenue, Room 103
P.O.Box 5125
Norwalk, Ct. 06856-5125

See section 3 for information on delivering bids by fax..

2.1 FORM OF PROPOSALS:

All proposals must include the materials outlined within section 1.17 and repeated below:

- A. Title Page. This should include your company name, address, telephone and fax numbers, and person to contact regarding this proposal with e-mail address.
- B. Executive Summary: Provide a brief history of your firm, company structure, and identify the key acquired proficiencies in the development, construction and operation of golf practice range facilities. Provide a statement that outlines which attributes distinguish your firm from other firms. Provide an outline the firm's experience with the development, construction and operation of similar golf practice range facilities
- C. Services – Proposers Required Responsibilities: Provide complete and detailed responses to the all of the items outlined within section 1.5 of this RFP solicitation document, with the exception of item F.
- E. Project Team Organization and Staffing: Provide an organizational chart for the proposed staff for this project, including any consultants. Identify the Principal of the firm who will be responsible for the project and include resumes of all key project team members. Provide a brief description of similar projects in which the key personnel may have worked together as a team. Include previous assignment information such as title, length of time on job, references and contact information.
- E. Project Approach: Describe your project approach and how your staff and consultants will be organized and utilized both during design, construction and operation phases.
- F. References: The proposer must have not less than five (5) years of operational experience. Provide at least three (3) references that will be able to verify the quality of your firm's services, technical ability and proposed key staff, with title, position, their relationship to the project, and telephone numbers. The O.H.P.A. intends to review the proposals submitted and select a short list for interviews. Once this short list is developed the Oak Hills Park Authority intends to check references submitted.
- G. Financial Information: Proposer should submit information concerning their financial capacity and their capabilities to undertake and successfully carryout its responsibilities as they relate to this project. To satisfy this requirement, the proposer must provide the following with their submission: Proposer's name and address of the Financial Institution is being proposed to handle the finances for this project. Certified financial statements reflecting proposer's financial position for the proposer's most recent calendar year. If a financial statement is not available, then submit either a reviewed or compiled statement from an independent accountant setting forth the same information.
- H. Golf Practice Range Facility: Proposers shall include a detailed narrative describing the style / type of the practice range facility that they plan to develop, construct and operate, including but not limited to, proposed level of services, proposed program(s), number of employees, etc. Proposers shall include a detailed narrative of their proposed marketing plan to promote the practice range facility operation Proposers should propose an amount of funding to be put aside yearly from the golf practice range facility revenues for maintenance costs.
- I. Proposal Response Forms (Section 2.2). Proposers should assume either a ten (10) or a fifteen (15) year lease. Proposers should provide annual lease amounts that include yearly increases. Additionally, proposers should provide an overview of their proposed revenue sharing methodology. (Ex. Annual payment of X % for all gross revenues in excess of XXX,XXX dollars)

You may include any additional information which demonstrates your qualification for this work.

2.2A PRICING RESPONSE FORM - Seasonal Operation – Ten (10) year lease – base fee(s)

Vendor Name _		
Address _		
Phone _	Fax _	Email _
Manager _		Fed ID#

The undersigned hereby declares that he has carefully examined the plans, specifications and project site and is satisfied with all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary to make the facility complete and operational.

It is further understood and agreed that all information included in, attached to, or required by the Request for Proposal shall be public record upon delivery to the City.

1. Proposed – Pricing – Seasonal Operation of the Golf Practice Range Facility - Ten (10) Years

1. Lease Period August 1, 2013 – July 31, 2014	
Total 2013 Lease Fee Proposed – Annual Amount	\$
2. Lease Period August 1, 2014 – July 31, 2015	
Total 2014 Lease Fee Proposed – Annual Amount	\$
3. Lease Period August 1, 2015 – July 31, 2016	
Total 2015 Lease Fee Proposed – Annual Amount	\$
4. Lease Period August 1, 2016 – July 31, 2017	
Total 2016 Lease Fee Proposed – Annual Amount	\$
5. Lease Period August 1, 2017 – July 31, 2018	
Total 2017 Lease Fee Proposed – Annual Amount	\$
6. Lease Period August 1, 2018 – July 31, 2019	
Total 2018 Lease Fee Proposed – Annual Amount	\$
7. Lease Period August 1, 2019 – July 31, 2020	
Total 2019 Lease Fee Proposed – Annual Amount	\$
8. Lease Period August 1, 2020 – July 31, 2021	
Total 2020 Lease Fee Proposed – Annual Amount	\$
9. Lease Period August 1, 2021 – July 31, 2022	
Total 2021 Lease Fee Proposed – Annual Amount	\$
10. Lease Period August 1, 2022 – July 31, 2023	
Total 2022 Lease Fee Proposed – Annual Amount	\$
Total Lump Sum Proposed Lease Fee for ten (10) year period	\$
Total Lump Sum Proposed Lease Fee for ten (10) year period in Writing:	

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2.2B PRICING RESPONSE FORM - Seasonal Operation – Ten (10) year lease – Revenue Sharing

Vendor Name _____

Proposed – Supplemental Revenue Sharing Model – Seasonal Operation of the Practice Range Facility :

1. Period of August 1, 2013 – July 31, 2017 Gross Revenue Receipts Revenue Sharing	
A. \$0.00 to \$249,999.99	_____ % of gross revenue receipts
B. \$251,000.00 to \$499,999.99	_____ % of gross revenue receipts
C. \$500,000.00 to \$749,999.99	_____ % of gross revenue receipts
D. \$750,000.00 to \$999,999.99	_____ % of gross revenue receipts
E. Over \$1,000,000.00	_____ % of gross revenue receipts

2. Period of August 1, 2017 – July 31, 2022 Gross Revenue Receipts Revenue Sharing	
A. \$0.00 to \$249,999.99	_____ % of gross revenue receipts
B. \$250,000.00 to \$499,999.99	_____ % of gross revenue receipts
C. \$500,000.00 to \$749,999.99	_____ % of gross revenue receipts
D. \$750,000.00 to \$999,999.99	_____ % of gross revenue receipts
E. Over \$1,000,000.00	_____ % of gross revenue receipts

Note: If you are proposing an alternate revenue sharing model, submit that model as an exhibit to your proposal submission documents.

Submitted by _____	
Authorized Agent of Company (name and title)	Date

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	.	Dated	.	Addendum #	.	Dated	.
Addendum #	.	Dated	.	Addendum #	.	Dated	.

2.2C PRICING RESPONSE FORM – Alternate – Seasonal Operation – Fifteen (15) year lease – base fee(s)

Vendor Name _____

1. Proposed – Pricing – Seasonal Operation of the Golf Practice Range Facility - Fifteen (15) Years

1. Lease Period August 1, 2013 – July 31, 2014	
Total 2013 Lease Fee Proposed – Annual Amount	\$
2. Lease Period August 1, 2014 – July 31, 2015	
Total 2014 Lease Fee Proposed – Annual Amount	\$
3. Lease Period August 1, 2015 – July 31, 2016	
Total 2015 Lease Fee Proposed – Annual Amount	\$
4. Lease Period August 1, 2016 – July 31, 2017	
Total 2016 Lease Fee Proposed – Annual Amount	\$
5. Lease Period August 1, 2017 – July 31, 2018	
Total 2017 Lease Fee Proposed – Annual Amount	\$
6. Lease Period August 1, 2018 – July 31, 2019	
Total 2018 Lease Fee Proposed – Annual Amount	\$
7. Lease Period August 1, 2019 – July 31, 2020	
Total 2019 Lease Fee Proposed – Annual Amount	\$
8. Lease Period August 1, 2020 – July 31, 2021	
Total 2020 Lease Fee Proposed – Annual Amount	\$
9. Lease Period August 1, 2021 – July 31, 2022	
Total 2021 Lease Fee Proposed – Annual Amount	\$
10. Lease Period August 1, 2022 – July 31, 2023	
Total 2022 Lease Fee Proposed – Annual Amount	\$
11. Lease Period August 1, 2017 – July 31, 2018	
Total 2017 Lease Fee Proposed – Annual Amount	\$
12. Lease Period August 1, 2018 – July 31, 2019	
Total 2018 Lease Fee Proposed – Annual Amount	\$
13. Lease Period August 1, 2019 – July 31, 2020	
Total 2019 Lease Fee Proposed – Annual Amount	\$
14. Lease Period August 1, 2020 – July 31, 2021	
Total 2020 Lease Fee Proposed – Annual Amount	\$
15. Lease Period August 1, 2021 – July 31, 2022	
Total 2021 Lease Fee Proposed – Annual Amount	\$
Total Lump Sum Proposed Lease Fee for fifteen (15) year period	\$
Total Lump Sum Proposed Lease Fee for fifteen (15) year period <u>in Writing:</u>	

- continued next page -

Vendor Name _____

Proposed – Supplemental Revenue Sharing Model – Seasonal Operation of the Practice Range Facility :

1. Period of August 1, 2013 – July 31, 2017 Gross Revenue Receipts Revenue Sharing	
A. \$0.00 to \$249,999.99	_____ % of gross revenue receipts
B. \$251,000.00 to \$499,999.99	_____ % of gross revenue receipts
C. \$500,000.00 to \$749,999.99	_____ % of gross revenue receipts
D. \$750,000.00 to \$999,999.99	_____ % of gross revenue receipts
E. Over \$1,000,000.00	_____ % of gross revenue receipts

2. Period of August 1, 2017 – July 31, 2022 Gross Revenue Receipts Revenue Sharing	
A. \$0.00 to \$249,999.99	_____ % of gross revenue receipts
B. \$250,000.00 to \$499,999.99	_____ % of gross revenue receipts
C. \$500,000.00 to \$749,999.99	_____ % of gross revenue receipts
D. \$750,000.00 to \$999,999.99	_____ % of gross revenue receipts
E. Over \$1,000,000.00	_____ % of gross revenue receipts

3. Period of August 1, 2022 – July 31, 2027 Gross Revenue Receipts Revenue Sharing	
A. \$0.00 to \$249,999.99	_____ % of gross revenue receipts
B. \$250,000.00 to \$499,999.99	_____ % of gross revenue receipts
C. \$500,000.00 to \$749,999.99	_____ % of gross revenue receipts
D. \$750,000.00 to \$999,999.99	_____ % of gross revenue receipts
E. Over \$1,000,000.00	_____ % of gross revenue receipts

Note: If you are proposing an alternate revenue sharing model, submit that model as an exhibit to your proposal submission documents.

Submitted by _____	_____
Authorized Agent of Company (name and title)	Date

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	.	Dated	.	Addendum #	.	Dated	.
Addendum #	.	Dated	.	Addendum #	.	Dated	.

2.3 STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance.
 (Failure to provide this information may be regarded as justification for rejecting a bid.)

1. Number of years in business _____.

2. Number of personnel employed: Pt. time _ _____, Full _ _____,

3. List any contracts of this type/size your firm has completed within the last three years, include dates of operation:

4. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	<input type="checkbox"/>	general partnership
	<input type="checkbox"/>	limited partnership
	<input type="checkbox"/>	limited liability corporation
	<input type="checkbox"/>	limited liability partnership,
	<input type="checkbox"/>	corporation doing business under a trade name
	<input type="checkbox"/>	individual doing business under a trade name
	<input type="checkbox"/>	other (specify)

5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	Connecticut corporations _ Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
	Out_of _State corporations _ Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes	No

6. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:				
Business Name				
Address				
City		State		Zip
Name of Agent				

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

7. Your company may be asked to submit the following information relative to your company's financial statements prior to receiving an award. This information will not be part of the public bidding record and will remain confidential.

- All information should be supported with appropriate audited financials.
- a. Book Value (Total Assets () Total Liabilities)
- b. Working Capital (Current Assets () Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

8. SUBPROPOSERS: If sub-Proposers are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work sub-Proposer will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE

9. Insurance Agency Name - _____ Tel.-
Agency Address -

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential.

Additional information may be requested subsequent to your responding to this proposal.

SECTION 3 - GENERAL INFORMATION

NOTE: SECTION 3 _ GENERAL INFORMATION contains the City's Standard Terms and Conditions. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 011205 or later on file you may obtain a copy over the Internet at <http://www.norwalkct.org> Adobe acrobat reader is required to view this document. If you do not have this software you may down load it for free from Adobe. Request document number 1006.

SECTION 4
CITY OF NORWALK GENERAL SPECIFICATIONS FOR CONSTRUCTION

(Note: Page numbering in this section is not sequential with other sections within this document)

NOTE: SECTION 4 contains the City's General Terms and Conditions for construction. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 042011 or later on file you may download a copy from the Terms and Conditions section of our website at the Internet at <http://www.norwalkct.org> Document number 1008.

SECTION 5
LIVING WAGE ORDINANCE
GENERAL INFORMATION

Rev. 062211, Express Request Doc. #1019

NOTE: SECTION 5 contains information concerning City's Living Wage Ordinance. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 062211 or later on file you may download a copy from the Terms and Conditions section of our website at <http://www.norwalkct.org> Document number **1019**

EXHIBITS

- [Copy of Existing Lease Agreement](#) [Sixty-four (64) Pages]
- [Copy of First Amendment to the Existing Lease Agreement](#) [Three (3) Pages]
- [Copy of the Oak Hills Park Master Plan Document](#) [Fifty-two (52) Pages]
- [Satellite Image of the Oak Hills Park Golf Course](#) [One (1) Page]
- [Copy of Sample *New* Lease Agreement for this solicitation](#) [Nineteen (19) Pages]