

**REQUEST FOR PROPOSALS**

**PROFESSIONAL GOLF COURSE  
MANAGEMENT AND MAINTENANCE SERVICES  
MILLCREEK GOLF AND LEARNING CENTER**

**Millcreek Township  
3608 West 26<sup>th</sup> Street  
Erie, PA 16506-2037  
(814) 833-1111**

**Millcreek Township  
Request for Proposals for  
Professional Golf Course Management  
And Maintenance Services at the  
Millcreek Golf and Learning Center**

Millcreek Township is requesting proposals from qualified firms/individuals to provide professional golf course management and maintenance services at the Millcreek Golf and Learning Center ("Golf Center"). The Township anticipates initially needed "grow-in" professional services beginning sometime in May/June 2018; and thereafter professional management and maintenance services for the operation of the Golf Center.

An original and six (6) copies of the Proposal must be received by 3:00 p.m., April 6, 2018. Submissions not received by the aforementioned date and time may be deemed untimely. Submissions should be addressed to: Ashley Marsteller, Director of Parks and Recreation, 3608 West 26th Street, Erie, PA 16506. Envelopes should be clearly marked as "Proposal -Millcreek Golf and Learning Center."

All proposals shall remain valid until the service is awarded, or for a minimum of 60 days. Release of any proposal information received in submissions shall be conducted in accordance with the Pennsylvania Right to Know Act.

Millcreek Township reserves the right to reject any and all submissions, and to waive any inconsistencies in any submission. There is no expressed or implied obligation for Millcreek Township to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

To obtain a copy of the Request for Proposal and accompanying documents, please contact Sheryl Williams, Millcreek Township Secretary at 814-833-1111, ext. 314.

Ashley Marsteller  
Director of Parks and Recreation  
Millcreek Township

## **GENERAL INFORMATION**

Millcreek Township is seeking professional services for the management, operation and maintenance of the Millcreek Golf and Learning Center ("Golf Center") located at 3102 W 17th St, Erie, PA 16505. See Attached Exhibit A map of the property. The golf course portion of the Golf Center is currently closed due to the expansion of the Erie International Airport, but the Township recently has awarded a contract to Aspen Corporation for the construction and reconstruction of the Golf Center to reopen 6 of the golf holes (with three that can be played a second time for nine holes). This is known as Phase 1. There may be a later Phase 2 that would expand the golf course to 9 holes. Attached as Exhibit B is the drawings and specification relating to Phases 1 and 2. The Phase 1 golf course construction is required by contract to be completed by July 13, 2018. Presently, the Driving Range at the Golf Center is expected to be available for use during the 2018 season and the clubhouse is expected to be available as well in 2018, but the Operator shall cooperate with the contractor to minimize the impact any operations of the Driving Range and/or use of the Club House may have on construction. This Request describes the project, the services sought and the process the Township will use in selecting the operator who is best qualified to provide the desired services to the Township.

### **Project Description**

In 2001, a nine-hole golf course with driving range had been constructed on a parcel of land approximately 70 acres in size between West 14<sup>th</sup> Street and West 17<sup>th</sup> Street on land formerly designated as the Millcreek Superfund Site pursuant to a 106 Alternate Use Agreement entered into by the Township with a variety of other parties, a copy of which is attached as Exhibit C. The Golf Center was developed as a component of the remedial action to the Site, with principal construction being completed by contractors for those parties obligated to perform the remedial action. Aspen Corporation also was the contractor who built the golf course in 2001.

The Golf Center includes a clubhouse, driving range, parking areas, cart paths, public utilities, including electric, public water and sewer and natural gas, and a 30' x 100' maintenance and storage building.

The Golf Center also includes a pond having a capacity of approximately 80,000 gallons with a 24,000-gallon recharge over a 4-hour period, which receives water generated after treatment by an adjacent groundwater treatment plant and provides water for the course's irrigation system. This treatment facility is operated by the Pennsylvania Department of Environmental Protection. The use of the water from the treatment facility was part of the remediation of the site and will be available so long as the treatment system is operational. Otherwise, public water is available for irrigation purposes.

After completion of the remedial action, the Township became responsible for preservation of the integrity of a 12" soil cap. In addition, in 2010, as part of an overall agreement relating to the expansion of the adjacent airport, the Township entered into a Consent Order and Agreement with the Pennsylvania Department of Environmental Protection ("PaDEP"), a copy of which is attached hereto as Exhibit D. That COA, like the 106 Alternate Use Agreement, included various operation and maintenance obligations in an Amended Site Inspection and Maintenance Plan, which is attached hereto as Exhibit D-1. The Township will under a contract for management,

operation and maintenance assign this duty to the contractor.

The Golf Center is intended to be held and operated as a public golf course with an emphasis on it serving as a teaching facility. The clubhouse includes an area for a pro shop, small office, storage, snack area, room for instructional programs, locker area, ADA-compliant restrooms and an area for storage of approximately 36 golf carts.

The Township, under auspices of its Parks and Recreation Department, generally will be responsible for planning and operation of teaching programs, and will require that the contractor make available services of a PGA or teaching professional and that clubhouse facilities and the golf course be available for use in conducting teaching programs. The Township intends to apply for various grant assistance and expects to participate in the First Tee or a similar program having as its objective teaching of golf to youth and others not yet involved in the sport. Requirements of such programs would be incorporated into the Township-sponsored educational programming.

Grow-in maintenance and related services for the Phase 1 construction and reconstruction of the golf course also will be within the scope of professional services to be provided under this proposal.

The Township does not have any equipment available for the Operator for use in maintaining the golf course. The Operator will be responsible for providing any and all necessary equipment to operate and maintain the Golf Center.

**General Objectives:**

- A. Management/operation/maintenance agreement of the Golf Center.
- B. Contracted operator would be involved in issues relating to additional improvements to be effected at the Golf Center.
- C. The Golf Center is at all times to be operated as a public golf course, with an emphasis on teaching and on acquainting youth and others to the sport. The operator will work with the Township in ensuring that these objectives are met and in providing qualified personnel to assist in teaching programs. Apart from organized teaching programs, the operator may offer individual instruction to interested persons, so long as it does not conflict with Township programs.
- D. As the Golf Center reopens, instructional programs and other issues related to proper operations may arise which cannot be anticipated in the agreement, the contract will allow the parties to address such issues as they arise, the intention being that the facility and programs be operated well and not that essential understandings be altered. This should include, but not be limited to, discussions and review at conclusion of each golfing season.

**Term of Agreement:**

- A. Initial term shall be not less than 5 years.
- B. Parties by mutual agreement would reserve the right to extend the agreement on terms mutually acceptable.
- C. Township would have the right to terminate the agreement for cause (a material breach of obligations by the operator) upon prior written notice.

**Use of Golf Center:**

- A. Operator shall use the Golf Center solely as a municipal, publicly-owned golf course, including a driving range, clubhouse and putting area, with an emphasis on teaching and acquainting youth (including economically disadvantaged youth) and others to the sport of golf.
- B. Township reserves the right to use the Golf Center for the operation of teaching programs, including instruction and practice, during week days and on designated evenings. Township will provide advanced notice of the days and times for such programs.

**Scope of Services:**

- A. The Operator shall:
  - 1. Provide all services necessary and/or appropriate under the specifications and generally accepted golf course industry standards during the grow-in phase of the golf course, including but not necessarily limited to application of fertilizer, fungicides and pesticides, application of water and mowing of the golf course and driving range areas. The minimum specifications for the grow-in are attached hereto as Exhibit E. Operator shall be responsible for acquiring at its cost all materials necessary in the performance of the grow-in, and shall ensure that all materials are in accord with the specifications and generally accepted standards of the industry. The Township shall not shall be responsible for acquiring any materials or equipment related to grow-in.
  - 2. Make the Golf Center open and available for golf play during the golf season (typically May - October, depending on weather) and provide day to day management and maintenance, and be responsible for maintaining course and all facilities and equipment in proper condition in accordance with generally accepted golf industry standards and in a manner reasonably acceptable to the Township. The minimum standards for the maintenance of the golf course are attached hereto as Exhibit F. The Township shall not shall be responsible for acquiring any materials or equipment related to day to day management and maintenance.
  - 3. The Operator shall give advance notice to Township of any structural repairs (e.g., roof repairs) and of any other repairs in excess of \$1,000 involving mechanical systems (heating; cooling, plumbing, electrical, etc) and any structural repairs (e.g., roof repairs), and get approval from the Township prior to commencing such repairs;

4. Ensure that all repair/maintenance work provided by persons other than employees of the Operator be performed by persons who are qualified to perform such work;
5. Maintain the security systems in clubhouse and maintenance buildings; and
6. Maintain exterior lighting for clubhouse, maintenance building and parking areas;
7. Operate and Maintain the Golf Course in a manner that complies with the obligations of the Township under the COA with PaDEP found in Exhibit D and Section 3.1 of the Amended Site Inspection and Maintenance Plan referenced in the COA, which is Exhibit D-1;
8. Maintain integrity of soil cap in accordance with established guidelines attached hereto as Exhibits G and G-1;
9. Operate and maintain the golf course, driving range of other areas of the property of the Golf Center in a manner that will satisfy the operation and maintenance requirements for Routine Cap Maintenance as required by Sections 3.0 and 4.0 of the Operation and Maintenance Guidelines, the relevant portions of which are attached hereto as Exhibit H.
10. Maintain in proper and attractive condition the entire premises in a manner reasonably acceptable to the Township;
11. Maintain, repair and operate in accordance with generally accepted golf industry standards driving range, protective netting, timber bridges, irrigation system, clubhouse, maintenance building, and equipment; monitor and maintain integrity of wetlands on site;
12. Plant and maintain flowers around clubhouse;
13. Collect and receive daily fees, membership fees, concession sales, equipment and accessory sales, league fees, fees for driving range use and such other fees associated with Operator's use of the Golf Center. Operator shall not permit the use of the Golf Center without a reasonable charge for such use unless agreed in writing by the Township. Operator shall not be responsible for collecting and receiving fees for programs sponsored by the Township;
14. Provide PGA registered professional or teaching professional, who shall be available to assist in Township-sponsored instruction and programs;
15. Cooperate and assist with Township's emphasis on teaching and programming for youth, including but not limited to its participation in programs if the parties determine them to be appropriate, developing and conducting programs, itself and/or in partnership with others; and assure that the Golf Center is operated in a

manner consistent with requirements of such programs and the emphasis on teaching and youth programming;

16. Promote Golf Center with due emphasis to public character of the facilities;
17. Assist Township in developing youth contests or tournaments;
18. Be responsible for planting additional ornamental and other trees as agreed upon by Operator and Township in accordance with planting standards for the Golf Center;
19. Locate any additional hazards (mounds, sand traps, long grasses) and cart paths as agreed upon by Operator and Township;
20. As to all planting, construction and other activities, comply strictly with the "Guidelines for Future Site Work Through the Site Marker Mat" attached hereto as Exhibit I;
21. During grass growing months, mow Township's flood detention basin located to the west of the course so as to keep grass height at 3" or less;
22. Maintain all required insurance coverages as specified in Exhibit J attached;
23. Obtain the approval of the Township Board of Supervisors under such terms and conditions as are acceptable to the Board of Supervisors before submitting any application or transfer of a malt beverage, liquor or other PLCB license for the Golf Center. If such license is granted or transferred, Operator shall maintain insurance against liquor liability in amounts acceptable to Township prior to any operations under the license;
24. Assure that a person applying pesticides is properly licensed for such pesticide application and insured as required by Pennsylvania law (minimum \$1 million liability);
25. To the extent Operator has hazardous chemicals/materials and/or petroleum products at the Golf Center, Operator shall comply with all requirements regarding proper storage and operation of such materials; and advise the Township of any releases of such materials into the environment.
26. Assure proper watering and irrigation of course in accordance with generally accepted golf industry standards, using irrigation system provided and, if needed, public water; assure proper winterization of the irrigation system at the end of the golf season;
27. Provide equipment, supplies and inventory for snack/beverage area, pro shop and other facilities and manage the same (exclusive of Township responsibilities for operation of teaching, other programs);

28. Offer to Millcreek Township residents a discount of at least \$1 on all play fees and, if memberships are offered, discount to be mutually agreed upon by Township and operator to be offered Township residents;
29. Offer special pricing for play by juniors (proposed fees should be disclosed in proposals);
30. Pay all municipal assessments and utilities during term of agreement; utilities include but are not limited to electricity, cable/satellite, telephone, water, sewer, gas and garbage.
31. Assure proper removal and disposal of all waste, and recycle recyclable materials;
32. Recommend for Township approval annual opening and closing dates of the Golf Center;
33. Collect from third parties all Pennsylvania sales and use taxes and be solely responsible for submission of required reports and remittance of collected taxes;
34. Hire or retain all personnel necessary or appropriate for the proper maintenance and operation of the Golf Center, the Operator being solely responsible for payment of all personnel compensation, tax withholding and required payments and reports, provision of unemployment and workers' compensation insurance protecting Contractor's employees and for all other matters associated with such management;
35. Because one of the goals of the Township is the promotion of golf for youth, ensure that all employees have the clearances required under the Pennsylvania Child Protective Services Law; all employees are presumed to have direct contact with children;
36. Provide, maintain and, as necessary, replace, hole identification signs, tee markers, refuse and recycling containers, tee towels, ball washers, club cleaners, green cups and flags, flagpoles and other accessories to the extent not provided by the Township. Attached as Exhibit K is an inventory of materials available at the Golf Center that can be used by Operator;
37. Shall maintain a direct and open line of communication with the Township Director of Parks and Recreation;
38. Develop and implement a robust and effective marketing program that produces positive results in terms of growth of the use of the Golf Center;
39. Establish and implement appropriate plans for maintenance and capital improvements to the Golf Course, to be reviewed with the Township;

40. Establish and implement appropriate control and cash management systems, including practices such as segregation of duties, reconciliation of daily bank deposits and computerized POS cash register system;
41. Provide written reports on a monthly basis to the Township of all revenues and expenses generated from the operations of the Golf Center, as well as maintenance activities, as well as an annual audited or reviewed financial statement of the Golf Center's operations;
42. Shall be responsible for the payment of all costs and expenses associated with meeting its obligations under this Scope of Services; and
43. Shall provide a security deposit to the Township in the form of a performance bond, which must remain in effect for the duration of the term of any agreement in the amount of \$[TO BE DETERMINED], which shall be due upon execution of the contract. Alternatively, a cash deposit in the amount of \$[TO BE DETERMINED] may be submitted with the Township.
44. Agree to the terms and conditions contained in the Agreement attached hereto as Exhibit L. Any exceptions to any terms and conditions in Exhibit L shall be expressly included in the proposal.

**Township responsibilities:**

A. The Township shall:

1. Repair and maintain the asphalt parking areas;
2. Pay any real estate taxes assessed by virtue of the management agreement; provided that the Township shall not be responsible for payment of real estate taxes should all or a portion of the Golf Center be declared subject to taxation because of an operation or activity conducted at the instance of the Operator;
3. Sponsor teaching programs as part of its parks and recreation program offerings, and promote activities involved in any major program like "First Tee," "Hook a Kid on Golf.";
4. Maintain the public water and sewer service lines to clubhouse and maintenance building; Operator to remain responsible for all piping within the clubhouse and maintenance building;
5. To the extent the Operator is not planning on using the Golf Center outside of the golf season, Township shall winterize the clubhouse and maintenance building.

**Off-Season Activities:**

- A. If activities outside the term of a typical golfing season (e.g., April 1 through October 31) are proposed, such proposed activities shall be detailed in the proposal and shall be subject to approval by Township's Board of Supervisors.

**Rights Retained by Township:**

- A. The Township shall at all times have authority to ensure that the Golf Center is held and operated as public facilities and in a manner consistent with obligations under grants and agreements relating to teaching and/or operation.
- B. The Township shall have authority to submit applications for grant funding and to receive, retain and use all grant funds received in accordance with conditions imposed on said grants and determinations of Township's Board of Supervisors.
- C. The Township shall have exclusive authority to determine the name of the golf course, to grant naming rights and to retain any sums received therefrom.
- D. The Township shall have exclusive authority to enter into agreements regarding pouring rights and/or hole sponsorships and to receive and retain all sums payable in connection with such agreements.
- E. The Township shall have authority to install at its discretion signage identifying the golf course, its teaching facilities and/or products of any vendor(s) with which the Township has contracted as to pouring or concession rights.
- F. The operator will not install or allow to be installed any trade, business or other signage on the premises without the prior approval of Township's Board of Supervisors.
- G. The Township shall have the right to enter and conduct an inspection of the Golf Center and to conduct an inspection and/or audit of the records of the Operator at any time. Township may use a Certified Public Accountant of its choice for any audit conducted of the Operator's records.
- H. The Township shall have the right to inspect any repair/maintenance performed by Operator and reasonably require corrections to such attempted repair/maintenance.
- I. The Township shall have the right to take any action required by it under the 106 Order Alternate Use Agreement.

**Additional Required Insurance:**

- A. In addition to the coverages and requirements of Exhibit J, the agreement for management services shall require that the retained manager or firm maintain during the entire agreement term the following insurance acceptable to the Township:

1. Golf Cart Liability insurance on all owned, non-owned, leased and hired carts with liability limits of not less than \$1,000,000 per occurrence and/or aggregate. Such policy(ies) must name Millcreek Township as an additional insured.
2. Environmental Impairment insurance, including coverage as to all chemicals, fungicides, pesticides and herbicides, applied to or maintained at the golf course, with limits of liability not less than \$1,000,000 per occurrence and/or aggregate. Such policy(ies) must name Millcreek Township as additional insured.
3. Casualty, liability and comprehensive insurance coverage upon all personal property owned or leased by the contractor, including that owned by Millcreek Township and used by the contractor. Such policy(ies) must name Millcreek Township as additional insured as to all personal property and equipment owned by the Township.
4. Excess Liability (Umbrella) insurance with limits of not less than \$1,000,000 in excess of the minimum coverages required above, identifying the Township as additional insured.

**Fees and Compensation to Township:**

- A. Proposals should set forth proposed compensation to be paid to Township for the use of the Golf Center. These terms may include a base annual fee to be paid to the Township, a proposed percentage of gross revenues, or any other alternative methods of compensation being proposed or a combination of the above. If proposed fees involve payment of a percentage of gross revenues, the Proposer shall in its proposal detail the methods of accounting and reporting such revenues.

**MINIMUM QUALIFICATIONS:**

- A. In order to qualify for consideration in the award of a management contract for the Golf Center, a Proposer must:
  - a. Have a minimum of five (5) years of experience, within the last ten (10) years, in the management of a golf course facility in one or more of the following fields:
    1. Total management and operation of a golf course facility;
    2. Pro shop operations, including merchandise sales and golf cart operations;
    3. Driving range operations;
    4. Clubhouse operations, including food service services;
    5. Golf course maintenance operations.
  - b. Possess the necessary line of credit or financial resources to operate the Golf Center during the contract period.

- c. Demonstrate a competent record of employment or history of contract service in the operation of a similar public or private golf facility, supported by references, letters and other necessary evidence from employers and/or public agencies.
- d. Demonstrate competency in the following areas:
  - 1. Basic Bookkeeping: posting, preparation of a trial balance, preparation of financial statements, control of cash and bank reconciliation statements.
  - 2. Salesmanship: fundamentals of retail, wholesale and service selling; merchandise and sales presentation; principles of self-management; sales demonstration.
  - 3. Personnel Management: the guidance and control of personnel; interviewing; training; job analysis; performance evaluation; supervisory problems with subordinate personnel. It is preferred that the greenskeeper be a member of Golf Course Superintendents Association of America.
  - 4. Property Maintenance: maintenance, upkeep and improvement of buildings, grounds, equipment and golf facilities.

B. In the event a partnership or corporation is proposing to operate the golf course, it must verify that the person(s) employed as manager of the operation shall meet the above-listed qualifications.

**PROPOSAL FORMAT AND REQUIRED DOCUMENTS:**

- A. All Proposals must be received by Millcreek Township prior to 3:00 p.m. on April 6, 2018.
- B. Proposals must be submitted in typewritten format on 8½" x 11" paper and bound in secure manner. An original and six (6) copies of the Proposal must be submitted.
- C. Proposals submitted must be sealed and marked on the outer envelope: "*Proposal for Golf Course Management Services*". Proposals must be addressed to:

Millcreek Township  
Attention: Ashley Marsteller  
Director of Parks & Recreation  
3608 West 26<sup>th</sup> Street  
Erie, PA 16506-2037

- D. All Proposals begin with a copy of this RFP's Cover Sheet and must include:
  - 1. A brief executive summary or synopsis of the proposal which should not exceed one page and which should summarize overall benefits of the proposal to the Township.

2. Statement of Approach. This statement must include detail as to number and classification of employees and others proposed for operation and maintenance (including PGA and/or teaching professionals).
3. Cash Flow and Pro-Forma Analysis.
  - i. The Proposer's Analysis shall reflect and project at least the first five (5) years of operations and indicate the estimated annual revenue and operating expense figures. The Pro-Forma shall include:
    1. A list of all revenue-producing operations, indicating for each the annual anticipated gross receipts.
    2. A complete breakdown of anticipated operating expenses.
    3. A list of all anticipated funding sources for your proposal.
4. Service Program: A narrative description of all services, programs and activities contemplated. This shall include a sample yearly calendar of events.
5. Proposed Price List: A list of any and all first year prices, fees and charges for all contemplated goods and services to be sold or provided. A pro shop merchandise price list may be presented in a price-range format. The Price List shall include, but not necessarily be limited to fees proposed for regular play, Township resident play, driving range use and snack bar items and pricing.
6. Statement of Qualifications, Including Any Unique Expertise or Experience. This must include resumes of key personnel.
7. General Business Statement. This Statement should emphasize the Proposer's experience in the management and operation of golf facilities and services similar to those specified in this Request. In the event that the Proposer has provided such service on a contractual basis to a public agency or entity, the Proposer shall submit the name, address and phone number of such client(s) and a brief description of the services provided and other data pertinent to the experience. In addition, the Proposer must identify any contracts that, within the last five (5) years, have been canceled or not renewed.
8. A complete list of golf courses managed or leased over the past ten (10) years, including the dates on which such activity began and terminated. As to each such golf course, indicate whether or not the Proposer has met all financial requirements of the agreement. Provide any additional information on selected current and past clients as may be requested by Millcreek Township.
9. Business References: Provide a minimum of five (5) business references, giving names, addresses, telephone numbers and the nature and length of time of the business association in each instance. These references must be persons or firms with whom you have conducted business transactions during the past five (5) years.

10. Financial References: Provide a minimum of five (5) financial references, giving names, addresses, contact persons and telephone numbers in each instance. At least two of the five references must be banks or other financial institutions, and the type of relationship with each must be stated (i.e., checking accounts, savings accounts, other investments, loans). At least one of these references must be a major supplier which ordinarily bills the Proposer on a monthly or more frequent basis and has done so for at least three (3) years.
  11. A list of the Proposer's litigation history for the past ten (10) years concerning golf course operations. As to each matter of litigation, set forth the court involved, the case docket number, the plaintiff, the defendant, the nature of the dispute, the outcome or status of the litigation.
  12. Financial Statement: A full and detailed presentation of the true conditions of the Proposer as of December 31, 2017 or most recently available, setting forth the Proposer's assets, liabilities and net worth. The report must include an audited balance sheet and income statement. If the Proposer is a partnership, limited partnership, joint venture or limited liability company, individual financial statements must be submitted for each general partner or owner. *Note: This information will be used by Millcreek Township in evaluating proposals. The Township will not release this information as a public record without the prior written authorization of the submitter or a Court order directing such release.*
  13. Proof of Insurance: Proposers must submit with proposals a certificate or commitment from one or more insurance companies that the required insurance coverage, as described in of this Request, will be available to the Proposer at the time of execution of the agreement.
  14. Legal documentation of the status of the Proposer, if a partnership, corporation or other entity.
  15. The Proposer's policies to ensure equal opportunity in employment and access to and use of the facility.
  16. Proposal Fees and Terms, with such attachments as the Proposer deems necessary.
- E. Additional information may be submitted under separate cover, but shall not be bound with the required Proposal documents.
- F. Proprietary and confidential information may be submitted under separate cover and sent to the Township's Solicitor for separate handling, but must be received by the Solicitor by the date and time fixed for submission of proposals. Original and six (6) copies of such information (accompanied by a copy of this RFP cover sheet) may be submitted to:

Mark J. Shaw, Esq.  
Millcreek Township Solicitor  
100 State Street, Suite 700  
Erie, PA 16507

## **SELECTION CRITERIA**

Millcreek Township will select the person or firm best suited to provide the required professional services. Factors to be considered will include experience, qualifications, understanding and familiarity with the project and plans for operation and revenue to the Township. Responders may be required to make an oral presentation to the Township and respond to questions, possibly at a public meeting, as part of the selection process. The Township will negotiate with the top-ranked person or firm regarding scope of service details and fees. In the event an agreement cannot be reached with the top-ranked professional, the Township will contact the second-ranked professional person or firm for negotiations, and so on.

Millcreek Township reserves the right to reject any or all proposals, and to request additional information from any firm submitting a proposal and to negotiate terms to address performance criteria, costs, and any other aspect of the proposal. Please note that this RFP is for professional services and is exempt from the competitive bidding requirements.

## **EFFECT OF PROPOSALS:**

- A. All proposals shall remain effective for a minimum period of sixty (60) days from the date established for submission of proposals.
- B. Submission of a Proposal constitutes a representation and assurance by the Proposer that it shall enter into an agreement consistent with this Request and the Proposal, as modified by subsequent negotiations, within fifteen (15) days after the date on which the Township notifies the Proposer of a contract award and provides agreement documents for signature.

Any questions regarding this Request for Proposals should be directed to Ashley Marsteller, Director of Parks & Recreation at 814-833-1111, extension 333 or [AMarsteller@millcreektownship.com](mailto:AMarsteller@millcreektownship.com).

## **NON-COLLUSION AFFIDAVIT**

Operator guarantees that the proposal submitted is not a product of collusion with any other person and that no effort has been made to fix the proposed price of any person or to fix any overhead, profit or cost element of any proposal. Each person shall submit with its proposal the Non-Collusion Form included in the Request for Proposal.

## **EQUAL EMPLOYMENT OPPORTUNITY**

Operator agrees that it shall:

- A. Not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.
- B. Take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, sex or national origin.

Operator shall assure that all subcontractors adhere to these EEO provisions.

### **INTERPRETATIONS OF ADDENDA**

No oral interpretation will be made to any person seeking to submit a proposal as to the meaning of any documents in the Request for Proposal or any part thereof. Every request for such an interpretation shall be made in writing to Millcreek Township. Any inquiry received five (5) or more days prior to the date fixed for opening of Proposals will be given consideration. Every interpretation made to a Proposer will be in the form of an Addendum to the Request for Proposal, and when issued, will be on file in the Township office at least five (5) days before Proposals are opened. In addition, all Addenda will be mailed to each person holding Request for Proposal documents, but it shall be the Proposer's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of any Agreement entered into as a result of the Request for Proposal and all Proposers shall be bound by such Addenda, whether or not received by the Proposers.

### **INSPECTION OF SITE AND PROPOSAL DOCUMENTS**

Each person interested in submitting a Request for Proposal should visit the Golf Center and fully acquaint itself with the existing conditions there relating to Golf Center, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. Visits and inspection of the Golf Center must be arranged through Ashley Marsteller, Director of Parks and Recreation at [AMarsteller@millcreektownship.com](mailto:AMarsteller@millcreektownship.com). The Proposer should thoroughly examine and familiarize himself with the all documents contained in the Request for Proposal. The Operator by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and Millcreek Township will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof. In the case that a person interested in submitting a Request for Proposal finds discrepancies or omissions in, or is in doubt as to the meaning of the drawings or contract documents, the person shall at once make inquiry to Ashley Marsteller, Director of Parks and Recreation, at [AMarsteller@millcreektownship.com](mailto:AMarsteller@millcreektownship.com). To receive attention, such inquiries must be received by the Golf Course Architect, not later than, March 29, 2018.

**PROPOSAL FORM FOR  
PROVISION OF MANAGEMENT AND MAINTENANCE SERVICES  
FOR THE MILLCREEK GOLF COURSE**

PROPOSER'S NAME:

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PROPOSER'S ADDRESS:

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DATE: April \_\_, 2018

TO: Millcreek Township  
Millcreek Township Municipal Building  
3608 West 26<sup>th</sup> Street  
Erie, PA 16506-2037

The undersigned, having familiarized (Itself) (themselves) with the requirements for the Project and services and with the Contract Documents (including the Request for Proposals, the Contract, the Non-Collusion Affidavit and any addenda, if any thereto, as prepared by Millcreek Township and on file in the office of the Millcreek Township Supervisors, hereby proposes to furnish professional management and maintenance services to the Township in connection with the Millcreek Golf and Learning Center, in accordance with this submission.

In submitting this Proposal, the undersigned understands that the right is reserved by Millcreek Township to reject any and all Proposals. If written notice of the acceptance of this Proposal is mailed, e-mailed, or otherwise delivered to the undersigned within sixty (60) days after the submission thereof, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form within fifteen (15) days after the Agreement is presented to the undersigned for signature.

The undersigned has not entered into a collusive agreement with any person in respect to this Proposal or any other Proposal. If awarded a contract, the undersigned shall provide to Millcreek Township within fifteen (15) days after notice of the contract award is received the Non-Collusion Affidavit in the form included in the Proposal Documents.

Proposer: \_\_\_\_\_

**EXECUTIVE SUMMARY OR SYNOPSIS OF PROPOSAL**

**[TO BE INSERTED]**

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**PROPOSED FEES AND TERMS (Page 1 of 3)**

The undersigned proposes to perform all specific work for the Total Proposal Amount, Fees and Terms as set forth below:

**Proposed Term of Agreement:**

[To Be Inserted]

**Base annual fee(s) to be paid to the Township:**

[To Be Inserted]

**Incentive and other programs included within this Proposal:**

[To Be Inserted]

**Percentage of gross revenues proposed to be paid to the Township in addition to the fees set forth above (including detail as to methods of reporting and accounting of revenues):**

[To Be Inserted]

**Alternative fee proposal:**

[To Be Inserted]

**The undersigned proposes to conduct the following off-season activities at the premises (if any proposed, please detail the proposed operations):**

[To Be Inserted]

**Other proposed fees and terms:**

[To Be Inserted]

The undersigned shall pay all costs and expenses associated with providing the specified services, including goods required in connection therewith.

Additional information submitted with this Proposal beyond that required in the Request for Proposals is submitted under separate cover, and includes the following items:

**[To Be Inserted]**

The undersigned agrees to perform such services as outlined in the Township's Request for Proposals and to enter into an Agreement in the form of Exhibit L within fifteen (15) days after the date of Township's award of a contract. The undersigned agrees, if awarded the contract, to commence work within the time limits specified in the Agreement and to fully perform the specified services for the term as shall be stated therein.

ATTEST/WITNESS:

PROPOSER:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Dated: \_\_\_\_\_, 2018

**NONCOLLUSION AFFIDAVIT**

State of \_\_\_\_\_ :  
: SS.

County of \_\_\_\_\_ :

\_\_\_\_\_ ,  
being first duly sworn, deposes and says that:

(1) He (she) is \_\_\_\_\_ (Owner, partner, officer, general partner, representative or agent, etc.) of \_\_\_\_\_, who/which has submitted the Proposal upon which Millcreek Township has awarded a contract (the "Proposal");

(2) He (she) is fully informed respecting the preparation and contents of the Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer/Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other corporation, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the undersigned's Proposal was submitted or to refrain from submitting a proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the fees or charges in the undersigned's Proposal or of any other Proposer, or to fix any overhead, profit or cost element for the Proposal prices or the proposed price of any other person, firm or corporation, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Millcreek Township or any person interested in the proposed Contract; and

(5) The fees or rates quoted in the Proposal were fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the undersigned or any of its agents, representatives, owners, officers or employees, including this affiant.

\_\_\_\_\_  
(Signature of Affiant)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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