

Request For Proposal  
Golf Course Professional Services  
and  
Driving Range Operations  
at the  
Honorable Joseph Colby Town of Oyster Bay Golf Course  
Department of Parks



Release Date: January 15, 2021  
Due Date: February 12, 2021

Town of Oyster Bay  
Department of Parks  
977 Hicksville Road  
Massapequa, NY 11758  
Telephone: (516) 797-4118  
Fax: (516) 797-4145  
Web: <http://www.oysterbaytown.com/>

## ***Introduction***

The Town of Oyster Bay, Department of Parks, seeks well-qualified individuals or firms to offer golf professional services and to operate the Golf Pro Shop and Driving Range, at the Honorable Joseph Colby Town of Oyster Bay Golf Course, South Woods Road, Woodbury, NY 11797

Additional information regarding the requirements in this RFP may be obtained by contacting:

Joseph Pinto, Commissioner  
Town of Oyster Bay  
Department of Parks  
977 Hicksville Road  
Massapequa, New York 11758  
Telephone: (516) 797-4118  
Fax: (516) 797-4145

## ***Objective of Request for Proposal***

The objective of this Request for Proposal (“RFP”) is to award a five (5) year License Agreement (2021 through 2025) (the “License Agreement”) to the individual or firm that will accomplish the following:

1. Obtain the services of a highly qualified golf professional at the Honorable Joseph Colby Town of Oyster Bay Golf Course. Respondents will be required to operate the Golf Pro Shop, Driving Range and related professional services to fulfill each of the requirements detailed in the Requirements Section.

## ***License Agreement Term***

The Golf Professional License Agreement will be for a five (5) year term. The License Agreement will also include three (3) one (1) year options to renew the License Agreement at the discretion of the Department of Parks, at a cost increase to be determined by the parties.

The License Agreement shall be inclusive of Golf Professional Service, Pro Shop operations and Driving Range operations and will not be separated through the duration of the agreement.

Operations may not be sublet to other firms or individuals, nor may the License Agreement be assigned to any other individual or entity without written consent of the Department of Parks after consultation with the Office of the Town Attorney.

Respondents shall submit a single proposal to implement/administer the License Agreement and any additional activities that may be proposed.

**Respondents that submit proposals that do not include, at a minimum, all of the activities noted in the facilities and operations noted below shall not be considered.**

Proposals will be received and considered on the basis of: overall qualifications, financial status and capacity, the type, mode and features of operation and other relevant factors deemed to be in the best interest of the Town of Oyster Bay. The Town reserves the right to negotiate with any and all of the prospective Licensees, regardless of the license fee offered. The Town also reserves the right to decline any and all proposals.

### ***Site Visit***

All interested parties are welcome to attend a site visit of the pro shop, driving range, and related facilities at the Town of Oyster Bay Golf Course. The site visit is scheduled for Thursday, January 28, 2021 at 10:00 a.m. Prospective respondents should schedule their attendance by contacting Commissioner Pinto at 797-4118. Social distancing will be observed. Attendees will be required to wear masks.

### ***Questions Clarifications and Communications***

Any questions and/or requests for clarification of this RFP must be submitted in writing on or before February 2, 2021 to the Authorized Contact Persons identified above. E-mail and fax are acceptable; E-mail is preferable. Responses will be issued by the Town in the form of an Addendum to this RFP. The Town will make its best efforts to answer all questions received, but in no way warrants or covenants that responses will be provided to all questions. In the interest of fairness to all potential proposers, all question, and any responses, will be shared with all who have expressed an interest in this RFP.

All communications during the RFP process must be directed solely to the Authorized Contact Person identified above. Communication with any other Town elected officials, employees or any member of the Town Evaluation Committee may be cause for disqualification from the RFP process.

### ***Operations and Facilities***

This offering seeks proposals for Golf Professional Services that include Driving Range operations, and Pro Shop operations.

The facilities listed below will be provided by the Town in conjunction with the commencement of this License Agreement in “AS IS” condition:

- The Pro Shop, located at the south end of the Driving Range, will serve as the base of operations for the Licensee. Designated areas within the pro shop will include:
  - The first level to be accessed independently through the west door of the Pro Shop.
  - The second level or attic level.
  - Range Servant Automatic Golf Ball Dispenser in mechanical room on the east side of the Pro Shop Building.
  - The lower or basement level.

- Practice stalls, located at the north end of the driving range opposite from the public stalls, will be available to the golf professional for lessons, clinics and golf camps only.

The golf professional will be required to perform and will be permitted to receive compensation from patrons for the following services: *(The Town of Oyster Bay shall not provide compensation for any activities associated with this RFP)* Fees shall be comparable with other similar services throughout Nassau and Suffolk County.

- Pro Shop sales and services.
- Lessons, clinics, camps and events.
- Golf outing services for all outings which will include Pro Shop purchases, “Beat the Pro” and the Driving Range.
- Handicap services - Golf Handicap and Information Network (G.H.I.N.) system or equal.
- Golf Repair Shop.
- Driving Range operations.
- Food and/or Beverage Vending

### **Requirements of License Agreement**

- It is required that the Licensee shall staff at least one Golf Professional that is affiliated with the Professional Golfers Association (PGA) and be a certified Class A professional, holding a Class A-1 rating, having substantial experience as the head golf professional, during the entire License term without interruption. Substantial Pro Shop and/or Driving Range experience is also required. The Head Professional shall anticipate participating in the daily operation of the Driving range no less than fifty percent of the total hours of the license operation.
- The Head Golf Pro is required to participate in the daily operation at the concession site, during no less than (50%) percent of the total hours of operation of the concession. The Commissioner of Parks must approve exceptions to this requirement.
- The Licensee shall stock and manage the retail golf pro shop, and have for sale the necessary golf equipment needed to play the game in accordance with rules and regulations set forth by the P.G.A. The Licensee is expected to have for sale and/or rental items such as golf bags, clubs, balls, apparel and other related equipment.
- The Licensee must also be available to provide golf instructions at a fee.
- The Licensee shall be required to provide golf services to all scheduled golf outings.
- Licensee is required to have a sufficient number of trained qualified attendants on duty for proper operation of the pro shop. Such personnel are to be employed by the Licensee subject to the approval of the Commissioner of Parks or his designee. Licensee also agrees to replace any employee when directed by the Commissioner of Parks or his designee, due to inefficient work habits, misconduct or other reasons deemed appropriate by the Commissioner.

- The Licensee shall maintain all service contracts necessary to maintain, prepare, service or otherwise ensure that all equipment required to operate the driving range, golf lessons and golf pro shop is in service at all times. Service contracts shall include emergency repair provisions for holidays, weekends, and evenings. Copies of said service contracts shall be provided to the office of the Commissioner.
- The Licensee shall provide a performance bond equal to one year's license fee.
- The Licensee shall be responsible for the cost of utilities.
- The Licensee shall pay for telephone installation and monthly service.
- The Pro Shop shall open no later than thirty (30) minutes after the opening of the golf course ticket office.
- All fees charged to patrons by the Licensee under the terms of this agreement, are subject to the approval of the Commissioner of Parks.
- The Licensee shall grant access at all times to representatives of the Department of Parks for inspection and/or maintenance purposes.
- The Licensee shall be required to provide adequate insurance as specified in the "insurance" section and any additional insurance as required by the Town of Oyster Bay.
- The Licensee is responsible for all liability related to the operation of the Driving Range.
- The Licensee shall operate the Driving Range and maintain an adequate supply of quality golf balls. The Licensee agrees to replace range balls upon the request of the Commissioner of the Department of Parks.
- The Licensee will be required to have a good quality automatic ball picking machine and will be required to furnish at least three (3) baskets per stall.
- The Licensee will be required to have a good quality automatic ball washer on site.
- The Licensee will be responsible for the daily maintenance and up-keep of Driving Range and Pro Shop Facility described above including the public restrooms on-site in good condition and working order.
- The Licensee is responsible for the manufacturer recommended scheduled to maintenance required to keep the Range Servant Automatic Ball Dispenser in good working order for the term of this license agreement.
- The Licensee shall maintain the stalls on the driving range, furnish and maintain range mats, and keep the Driving Range facility in a good safe playing condition.
- The Licensee shall operate and maintain the overhead lights at the Driving Range at its sole expense. The overhead lights may not be operated later than 11:00 p.m.
- In connection with marketing and publicity the Licensee agrees that any signage, promotional materials, and advertising materials whether in print, on-line, or on television, must be co-branded to include the Town's seal, wordmark, and/or make mention of the Town of Oyster Bay.

- The Licensee shall secure the approval of the Commissioner of Parks or his designee prior to the publication, transmission, dissemination, or posting of any signage, promotional materials, and advertising materials whether in print, on-line or on radio or television, which approval, if appropriate, shall be extended in a reasonably expeditious manner.

### ***Disclosure of Conflicts***

Proposers submitting a response to this RFP must disclose any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management or employees of the firm or other persons relative to the services to be provided under the Agreement to be awarded pursuant to the RFP.

All responders agree to complete and submit a Town Disclosure Questionnaire prior to award of any contract and re-submit a Town Disclosure Questionnaire on a yearly basis as long as the contract is in effect.

### ***Proposal Format***

In order to facilitate the most orderly and efficient comparison of proposals it is requested that each submission be organized in the following format:

- A detailed resume for all principals and/or directors that includes; golf industry history, experience in similar golf course operations with emphasis on professional services and Driving Range operations.
- A complete statement detailing the current financial standing of all the principals will be required and should clearly demonstrate sufficient resources to properly conduct and promote the Golf Course, Pro Shop and Driving Range. This should be supported by detailed documentation including, but not limited to, bank statements, credit statements, tax returns, unsatisfied liens, litigation, claims, and business references.
- The proposal shall also include an organizational chart for the Pro Shop and Driving Range operation and a listing of any programs and services to be offered to the public.
- Proposers shall provide a detailed financial proposal describing the form and amount of the proposed license fee and any other type of financial remuneration to be paid to the Town by the proposer. Said proposal must include a statement of proposed monthly concession fee to be paid to the Town.
- The Town strongly encourages proposers to include a detailed capital improvement plan as part of its response to this RFP. In the event that the proposer elects to submit a capital improvement plan, the proposer shall include a complete description of any capital additions, modifications or improvements the proposer intends to propose for the Facility, including the estimated cost and schedule for the completion of said additions or improvements. Said description shall be accompanied by such drawings, renderings and site plans as the proposer deems appropriate and necessary. The proposer shall describe in detail the justification for the proposed capital additions or improvements, including any

anticipated operational and/or financial benefits to be derived therefrom. Designs for all capital improvements shall be subject to the prior approval of the Commissioner of Parks or his designee before any advertising for or acceptance of bids or award of contracts for construction.

**Proposers must submit ten (10) hard copies (one signed original and nine copies) and (1) electronic copy of each proposal with additional relevant information. To be considered, a response must be received by the Department of Parks on or before February 12, 2021 no later than 4:00 p.m.** To be considered timely received, both hard copies and electronic copy of the proposal must be received by the Department on or before the deadline established herein. In the interest of fairness to all participants, no extensions or exceptions will be permitted, unless issued as an addendum to this RFP and applicable to all proposers.

Joseph Pinto, Commissioner  
Town of Oyster Bay  
Department of Parks  
977 Hicksville Road  
Massapequa, New York 11758  
Contact Email: [GSkupinsky@OysterBay-ny.gov](mailto:GSkupinsky@OysterBay-ny.gov)

### ***Hold Harmless Agreement***

Respondents are advised that any License Agreement will require the Licensee to defend and indemnify the Town, its officials, and its employees against any claims or actions arising out of the Licensee's operation under the License Agreement.

### ***Insurance***

#### **A). WORKER'S COMPENSATION INSURANCE**

In accordance with the Laws of the State of New York Worker's Compensation Insurance must cover all the Licensee's employees employed at the site of the project. If any work is sublet, the Licensee shall require the contractor to provide Worker's Compensation Insurance for all of the subcontractor's employees employed at the site unless such employees are covered by the Worker's Compensation Insurance of the Licensee.

#### **B). COMPREHENSIVE GENERAL LIABILITY INSURANCE**

Including Premises and Operation Liability, Licensee's Protective Liability and Completed Operations and Product Liability, to protect the Licensee and any subcontractor performing work in connection with this License Agreement from claims for damages for personal injury claimed to be sustained resulting from false arrest, detention and/or imprisonment, malicious prosecution, libel, slander, and/or defamation of character, invasion of privacy, wrongful eviction and/or wrongful entry and from claims for such operations be by the Licensee or by the subcontractor or by any one directly or indirectly employed by either of them. The town shall be named as additional insured. The minimum amounts of such insurance must be as follows:

Personal Injury:	\$1,000,000.00 each occurrence
Personal Damage:	\$ 500,000.00 each occurrence

C). SPECIAL HAZARDS INSURANCE

Public Liability Insurance for automobiles and trucks covering claims arising from bodily injury and property damage in amounts specified in subparagraph (B).

D). LICENSE AGREEMENTUAL LIABILITY INSURANCE

Covering the liability assumed by the Licensee under this License Agreement requiring him to indemnify and hold harmless the Town, its officers, agents and employees, from all claims directly or indirectly resulting from executing of the work, in the amounts specified in subparagraph (B).

E). PROOF OF CARRIAGE OF INSURANCE

The Licensee shall furnish the Town with two (2) copies of all insurance policies, including endorsements, each of which must name the Town as an additional insured under the policies and must contain the following provisions:

Such insurance shall not be cancelled, terminated, modified or changed by either Licensee or insurance company, except with 30 days prior written notice by the insurance company via Registered mail to the town, attention Town Clerk.

**Evaluation**

The Department of Parks will conduct a preliminary evaluation of all proposals submitted by the deadline to determine compliance with proposal requirements. The department reserves the right to request additional information to clarify a submitted proposal. For the purpose of further evaluation, the responsive proposals will be evaluated on the criteria below.

**Evaluation Criteria**

1. Qualifications and experience of proposer as a Golf Professional or relative to the golf industry with emphasis on proven performance and quality in a current or past golf operation.
2. Demonstration of sufficient financial resources to properly conduct and promote the golf course pro shop and driving range.
3. A comprehensive business plan with an emphasis on a vision for future Golf Pro Shop and Pro Services to the public at the Town of Oyster Bay Golf Course.
4. Capital Improvements: The attractiveness and potential benefits to the Town of the respondent’s proposal for capital improvements to the Facility.
5. Financial Proposal: a reasonable, viable and sustainable fee payment to the Town of Oyster Bay.



Responsive proposals will be ranked using all of the above-mentioned requirements and criteria. Interviews may be requested by the Town as needed. Department of Parks staff will independently formulate a recommendation of award.

***Award***

The Department of Parks shall notify all respondents in writing of the award. Once awarded, the selected golf professional firm or individual will complete and submit any additional documents as may be required by the Department of Parks or the Office of the Town Attorney.

***Cost of Preparation***

All costs associated with the preparation and submission of a proposal shall be borne by the respondent. The department shall not, in any event, be liable for any expenses incurred by the proposer in the preparation and/or submission of the proposal.