

	2026-029 REQUEST FOR PROPOSALS	PURCHASING DEPARTMENT 619 DIVISION ST. MS-7 PORT ORCHARD, WA 98366 PHONE: (360) 337-4788
	INSTRUCTIONS	

Materials and/or Service Requested: Lease or Management of Rolling Hills Golf Course

This Request for Proposal (RFP) is issued by the Kitsap County (hereinafter referred to as the "County"). The purpose of this RFP is to secure a contract or lease with a qualified golf operator ("Proposer" or "Bidder") to operate, maintain, and market the County's 18-hole Rolling Hills Golf Course ("Rolling Hills GC" or "RHGC"). The Proposer will perform all services identified in this RFP including all services set forth in the Attachments. The Attachments are a part of this RFP unless indicated otherwise.

Schedule of Events: The following is County's best estimate of the schedule of events. The schedule is subject to change as deemed necessary by the County.

ITEM	DUE DATE, TIME, AND LOCATION
Issuance of Request for Proposal	Tuesday August 11, 2026
Pre-Bid Conference ☒ Mandatory ☐ Not Mandatory	Monday August 24, 2026 @10:00 AM Location: 2485 NE McWilliams Rd; Bremerton, WA 98311
Written Questions Due	Wednesday August 26, 2026 @2:00 PM
Addendum Issued	Monday August 31, 2026
Proposal Due Date	Friday September 18, 2026 @ 2:00 PM

COUNTY POINT OF CONTACT. Questions and correspondence regarding the Solicitation shall be directed to the Purchasing Supervisor.

Mailing Address for USPS delivery:

Glen McNeil, Purchasing Supervisor
 Kitsap County Purchasing Office
 614 Division Street, MS-7
 Port Orchard, WA 98366

Phone: (360) 337-4789

Email: Purchasing@kitsap.gov

www.kitsapgov.com/das/pages/online-bids.aspx

Physical Address for courier or hand delivery:

Glen McNeil, Purchasing Supervisor
 Kitsap County Administration Building
 Purchasing Office – Fourth Floor
 619 Division Street
 Port Orchard, WA 98366

BIDDERS ARE REQUIRED TO READ AND UNDERSTAND ALL INFORMATION CONTAINED IN THE ENTIRE SOLICITATION PACKAGE. BY SUBMITTING A PROPOSAL IN RESPONSE TO THIS SOLICITATION, BIDDER AGREES THAT HE/SHE HAS READ, UNDERSTANDS, AND AGREES TO COMPLY WITH ALL REQUIREMENTS AND DOCUMENTS IN THE SOLICITATION. NEGLIGENCE IN PREPARING A PROPOSAL CONFERS NO RIGHT OF WITHDRAWAL AFTER THE PROPOSAL DUE DATE AND TIME.

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EXHIBITS

Exhibit A	SCOPE OF WORK	Exhibit E	EXCEPTIONS AND ASSUMPTIONS
Exhibit B	SUBMITTAL REQUIREMENTS AND EVALUATION	Exhibit F	IDENTIFICATION OF SUBCONTRACTORS
Exhibit C	LEASE AND MANAGEMENT AGREEMENT CRITERIA	Exhibit G	NATIONAL GOLF FOUNDATION REPORT (POSTED SEPARATELY)
Exhibit D	PROPOSAL CERTIFICATION	Exhibit H	BUILDING INSPECTION REPORTS (POSTED SEPARATELY)

1. Definitions. The following definitions will be used in the Solicitation, associated documents, and resulting Contract, regardless of capitalization.
 - A. Addenda means written instructions issued by the Purchasing Supervisor prior to the bid due date and time which modify or interpret the Solicitation documents by additions, deletions, clarifications, or corrections.
 - B. Bid or Proposal means the offer submitted by a Bidder in response to this Solicitation.
 - C. Bidder or "Proposer" means the person or entity submitting a proposal in response to the Solicitation.
 - D. Contract means the agreement to provide the goods and/or services that are the subject of this Solicitation. The Contract will be comprised of the Solicitation documents, which include the Bid Instructions, scope of work, specifications, all exhibits, any County clarifications and addenda, the Contractor's proposal as accepted by County, the agreement signed by the parties, and all appendices, amendments and exhibits referenced herein and therein.
 - E. Contractor means the person or entity awarded a Contract resulting from the Solicitation.
 - F. Solicitation means the entire Request for Proposal packet which includes without limitation, the instructions, scope of work, specifications, all Addenda, attachments, and exhibits.
 - G. Work or Services means all work to be performed, services to be provided, and equipment to be furnished as identified in the Solicitation.

For purposes of the Solicitation the words "shall", "must", or "will" are equivalent in the Solicitation and indicate a mandatory requirement or condition.

2. Pre-Proposal Conference, ADA Accommodations. County may hold a pre-proposal conference to answer questions regarding the Solicitation requirements. Requests for reasonable ADA accommodations should be directed to the Purchasing Supervisor at least five (5) days prior to the pre-proposal conference date.
3. Questions, Communications. All communications concerning the Solicitation must be in writing directed to the Purchasing Supervisor and identify the Solicitation number, page, and section number. Bidders are to obtain written clarification from the Purchasing Supervisor regarding any inadequacy, omission, or conflict prior to submitting a Proposal. Failure to do so will not relieve Bidder of any responsibilities under the Solicitation or subsequent Contract. Questions will be accepted up to the due date and time identified in the Schedule of Events. Questions received after the deadline are untimely and will not be answered. Only answers to questions communicated in an issued Addenda will be binding on the County. **Bidders that communicate with other county staff regarding the Solicitation without prior authorization from the Purchasing Supervisor may be disqualified.**

4. Proposal Due Date, Time. Proposals must be received by the Purchasing Office at the specified location by the Proposal due date and time. Bidder is responsible for the timely delivery, regardless of the delivery method. Proposals and requests for modifications received after the due date and time are untimely and will be rejected. The timeliness of submissions is determined in the discretion of the County.
5. Format, Submission, Copies, Signature
- A. Electronic files shall be submitted in a format acceptable to the County. Acceptable formats include DOC and DOCX (Microsoft Word), XLS and XLSX (Microsoft Excel), PPT and PPTX (Microsoft PowerPoint), or PDF (Adobe Acrobat). Requests to submit files in another format should be directed to the Purchasing Supervisor.
- B. Proposals are to be submitted to the Purchasing Supervisor at the address identified on the Solicitation in a sealed envelope/package provided by Bidder and shall identify Bidder's name and address, Solicitation name and number, and submittal date on the outside. Proposals submitted by email or fax are not considered. Flash drives and thumb drives are acceptable. All exhibits and Addenda are signed by a person authorized to sign on behalf of Bidder. Unsigned Proposals are rejected as incomplete.
- C. Bidders shall submit: **one (1) original**, marked "original", and **one (1) electronic copy** of their Proposal.
- D. Proposals are to be signed by the person with legal authority to act on behalf of the entity.
1. Corporation. Proposal shall be executed by the president, vice-president, or other authorized corporate officer on behalf of the corporation.
 2. Partnership. Proposal shall be executed by a general partner on behalf of the partnership (whose title must appear under the signature).
 3. Limited Liability Company. Proposal shall be executed in the name of the LLC by a member and accompanied by evidence of authority to sign.
 4. Joint Venture. Proposal shall be executed by each participant in the joint venture, pursuant to a joint venture agreement.
6. Acceptance Of Terms And Conditions. Submission of a Proposal pursuant to this Solicitation constitutes acknowledgment and acceptance of all terms and conditions set forth in the Solicitation.
7. Addenda. Bidders are responsible for checking for Addenda, which will be posted on County website at <https://www.kitsapgov.com/das/Pages/Online-Bids.aspx>. County will issue an Addenda if it modifies the Solicitation or responds to questions. Bidders are to acknowledge receipt of all Addenda on the Proposal Certification form and submit all signed Addenda and completed exhibits with the Proposal.
8. Addenda Conflict. If there is any conflict between the Addenda, or between the Addenda and the Solicitation documents, the document issued last in time controls.
9. Exceptions, Assumptions. Proposals in strict compliance with the Solicitation are desired. Bidder shall provide a complete comprehensive list of all exceptions requested and assumptions made when preparing the Proposal using the Exceptions and Assumptions form. **Any exception or assumption not specified on the Exceptions and Assumptions form will be considered void and not part of the Proposal.** The absence of an identified exception or assumption on the form shall mean Bidder acknowledges, accepts, and agrees to comply with all terms and conditions as identified in the Solicitation in every respect. Proposals with a material exception or deviation to any Solicitation requirement may be rejected.
10. Costs Proposal, Taxes. Proposals shall identify the total costs, fees, and charges for the goods and/or services requested in the Solicitation on the Cost Proposal form. The total cost shall include all freight, handling, delivery, surcharges, and other incidental charges that may be required to provide the services or

deliver the goods. All prices shall include freight FOB destination, freight included to the designated delivery point. County is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate line item. Payment of all costs, fees and other charges not identified on the Cost Proposal form shall be the responsibility of Bidder.

11. Rejection, Waiver. County in its sole discretion retains the right, without penalty, to reject some or all Proposals or portions thereof, and/or waive or reject any defects, informalities, or irregularities.
12. Non-Responsive Proposal. County in its sole discretion retains the right, without penalty, to consider any Proposal, in whole or in part, nonresponsive if the Proposal a) is submitted late or incomplete; b) is noncompliant with any part of the Solicitation; c) contains inaccurate, misleading, exaggerated, or false information; d) fails to respond to every Solicitation item or to provide all information requested; e) is irregular; and/or f) takes exception or assumption. Proposals will be considered irregular if they show alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
13. Preparation Costs. Bidder understands and agrees County is not responsible for any costs incurred by Bidder in the preparation or submission of a Proposal including without limitation costs associated with demonstrating, presenting, or negotiating in response to the Solicitation.
14. Acceptance Period. All Proposals timely submitted shall remain open and may not be withdrawn for **one hundred twenty (120) days** after the submission date.
15. Acceptance Does Not Bind County. Acceptance of a Proposal does not bind County until it is approved by the appropriate County level of authority and a Contract is executed by the parties.
16. County Right to Withdraw or Amend. County in its sole discretion retains the right, without penalty, to withdraw, amend, cancel, or reissue all or any portion of the Solicitation at any time, for any reason or no reason, up to Contract execution when it is in the best interests of or advantageous to County.
17. Bidder's Withdrawal or Modification. Bidder may modify or withdraw a submitted Proposal prior to the due date and time. A request to modify or withdraw a Proposal must be in writing, signed by Bidder's authorized representative and submitted to the Purchasing Supervisor. Faxed withdrawals will NOT be accepted. A withdrawn Proposal may be re-submitted prior to the Proposal due date and time.
18. Bidder Responsibilities. Bidders shall assume that any purchase, responsibility, insurance, and any other action or activity which is necessary for the satisfactory provision of the goods and services requested in the Solicitation, but not specifically designated as a County responsibility, are the responsibility of Bidder and must be included in Bidder's response to the Solicitation.
19. Serial Numbers. Equipment included in a Proposal shall possess the original unaltered manufacturer's serial number. County, throughout the Contract term, reserves the right to reject any altered equipment.
20. Brand Names, Equivalents. References to manufacturers, trade names, brand names or catalog numbers (collectively "Identifiers") in the Solicitation are intended to indicate the level of quality, design, or performance desired. Proposals with equivalent products of equal or greater quality, design or performance may be considered. Proposals must clearly describe alternate Identifiers and indicate how it differs from the product specified in the Solicitation; and include complete and sufficient descriptive literature and specifications to enable a full and fair determination of whether the proposed alternate will be equivalent to or better than the product named in the Solicitation. County has the sole discretion to accept or reject any like item and may require Bidder to provide additional information and/or samples. If a Proposal does not otherwise specify, it is understood that the referenced Identifiers will be provided under the Contract.

21. Silence or Omission. The apparent silence or omission in the Solicitation as to any detail shall mean that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Solicitation shall be made based on this statement.
22. Descriptive Literature. All Proposals are to include complete manufacturer's descriptive literature regarding the equipment, goods and services proposed. Literature shall provide sufficient detail to allow full and fair evaluation of the Proposal submitted.
23. Test Models, Samples. County may request any or all Bidders to provide a test model or sample of the product(s) proposed on a no-charge basis. The performance, characteristics, and components of the model and samples submitted for inspection and testing will be considered a representative model of the products proposed and intended for delivery. Any product tested and found not capable of meeting the requirements of the Solicitation specifications will not be considered for a Contract award. County is not responsible for any damages that may occur to any model or sample supplied for testing.
24. Non-Exclusive Contract. County intends to award one contract and does not anticipate multiple awards. Regardless, County retains the discretion to make multiple or partial awards to obtain the same or similar goods and/or services that are the subject of the Solicitation and/or to order greater or less goods and/or services based on the needs of County. Contracts resulting from the Solicitation are not exclusive service agreements.
25. Firm Pricing. Prices will be firm for the Contract duration identified in the Solicitation unless the solicitation specifically provides otherwise.
26. Applicable Laws. The Solicitation, Proposal, and Contract shall be governed in all respects by the laws of Washington state, without regard to conflicts of law or choice of law provisions.
27. Compliance with Laws. Contractor and its Proposal shall comply with all applicable federal, state, and local law, rules, regulations, executive orders, directives of its domicile and wherever performance occurs in connection with the funding, execution, delivery, and performance of the Contract, regardless of whether they are referred to by County.
28. Interlocal Purchasing Agreements. This is for information only and not to determine award. Chapter 39.34 RCW allows cooperative purchasing between public agencies, nonprofits, and political subdivisions. Public agencies that file an intergovernmental cooperative purchasing agreement with the County may purchase from County contracts. Bidder has the option to agree to sell additional items at the Proposal prices, terms, and conditions, to other eligible governmental agencies. County has no responsibility for the payment of such purchases. Should Bidder impose additional costs for such purchases, Bidder is to name such additional pricing as a supplement to their Proposal.
29. Discussions. County reserves the right to conduct discussions with Bidders for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes to clarify a Proposal and assure full understanding of, and responsiveness to, Solicitation requirements.
30. Interviews, Demonstrations. County reserves the right, but not the obligation, to conduct interviews and/or demonstration with some or all Bidders at any point during the evaluation process. In the event interviews and/or demonstrations are conducted, information provided during this process may be taken into consideration when evaluating the stated criteria.
31. Contract Terms. Contractor will be required to sign the Contract identified in the Solicitation, if any. No alternations of the Contract will be permitted without prior written approval of the county. Objections to any of the Contract provisions must be set out in the Exceptions and Assumptions Form. Failure to identify an exception on the Exceptions and Assumptions form is considered acceptance. County reserves the right

to add terms and conditions during Contract negotiations.

32. Negotiations, Award. Negotiations are scheduled at County's convenience. Should the evaluation process result in a top-ranked Proposal, County may limit negotiations to that Bidder and not negotiate with any lower-ranking Bidder. If negotiations are unsuccessful with the top-ranked Bidder, County may then go down the line of remaining Bidders, according to rank, and negotiate with the next highest-ranking Bidder. Award will be made to the qualified Bidder whose proposal will be most advantageous to County.
33. Licenses, Certifications, Business Standing. Bidders, both corporate and individual, must be fully licensed and certified (in good standing) for the type of work to be performed in Washington state at the time of proposal and for the Contract duration. A Contractor whose business structure requires that documents be filed regularly with the Washington Secretary of State Corporation and Charities Division (WSOS) must remain in good standing with the WSOS during the Contract term. An out-of-state firm must file necessary documents with the WSOS as doing business in Washington prior to execution of the Contract and must remain in good standing with the WSOS and the state where the original documents were filed.
34. Background, Security Investigations. Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting contract. The cost of background checks is the responsibility of the Contractor.
35. Conflict of Interest. No County employee whose position in the County enables him/her to influence the selection of a Contractor for this Solicitation, or any competing Solicitation, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Bidder or have any other direct or indirect financial interest in the selection of a Contractor as provided in Chapter 42.23 RCW.
36. Debarment. Bidder certifies, by submission of the Proposal, that Bidder fully complies with Federal, State, and County certification requirements for debarment, suspension, ineligibility, and voluntary exclusion as provided in Executive Order 12549, Debarment, Suspension and implemented at 2 CFR 180, among others.
37. Gratuities, Kickbacks. Washington law imposes civil and criminal penalties for violation of purchasing guidelines, bribes, gratuities, and kickbacks.
38. Public Records, Confidential Information. All Proposals and other materials submitted are County property for use as it deems appropriate and subject to release pursuant to the Public Records Act (Act), Chapter 42.56 RCW. Bidders are to clearly identify in a Proposal any specific information claimed to be confidential or proprietary and include the legal authority for the claim. If the County receives a request under the act to inspect the information clearly identified by Bidder as exempt from disclosure, COUNTY'S SOLE OBLIGATION WILL BE TO MAKE A REASONABLE EFFORT TO NOTIFY BIDDER OF THE REQUEST AND THE DATE THE EXEMPT INFORMATION WILL BE RELEASED TO THE REQUESTOR UNLESS BIDDER OBTAINS A COURT ORDER TO ENJOIN DISCLOSURE PURSUANT TO RCW 42.56.540. COUNTY WILL RELEASE THE RECORDS UNREDACTED ON THE DATE SPECIFIED, ABSENT RECEIPT OF A COURT ORDER. COUNTY WILL NOT CLAIM ANY EXEMPTION FROM DISCLOSURE UNDER THE ACT ON BEHALF OF A BIDDER. County will not be liable to Bidder for releasing records that have been marked by Bidder as exempt.
39. Compliance with Funding Requirements. If the procurement involves the expenditure of state or federal financial assistance or grant funds, Contractor shall comply with state and/or federal law and authorized regulations that are mandatorily applicable even if not set forth in the Solicitation.
40. Subcontractors. Bidder shall not subcontract work under the Contract without the prior written consent of County. Bidder is wholly responsible for the entire performance of the Contract even when subcontractors are used and solely responsible for all subcontracts.

41. Reference Checks. County may conduct reference checks to verify and validate Bidder's past performance. Reference checks indicating poor or failed performance is cause for rejection. County may also obtain reference checks, in addition to those provided by Bidder, relevant to the Solicitation requirements and prospective working relationship with Bidder. Provide four (4) references for government entities for which Bidder has or is providing the same or similar goods and/or services. Use Contractor References form.
42. Protests. All protests shall comply with the procedures adopted by the Purchasing Division, KCC 4.116.050. County has no obligation to postpone Contract award pending resolution of a protest.
43. Proposal Format, Contents. Bidders are to provide all information requested in the Solicitation in the requested format identified in the Proposal Contents, Evaluation Criteria exhibit.

END OF INSTRUCTIONS

EXHIBIT A

SCOPE OF WORK

The County is seeking individual operators, joint ventures, or firms who are interested in operating and maintaining the County's 18-hole Rolling Hills Golf Course, including the golf course playing area, driving range and clubhouse. Specific guidelines for the operation and maintenance of the golf course are included.

Proposers have the option of submitting a proposal reflective of:

- A. Operating Lease Approach, and/or.
- B. Full-Service Management Agreement Approach.

The Proposer may submit proposals for either or both approaches. ***The County, at its sole discretion, will select the proposal deemed in the County's best interest.*** All proposals responding to either Option A or B must address the operations and service areas listed above.

Proposals from responsible firms or teams must include a business plan for managing golf operations and related services (including but not limited to golf course, pro shop, concessions, and special events), handling all maintenance needs (including detailed maintenance standards and specifications), excelling at customer service, effectively marketing the golf facility, hiring and supervising all staff, making facility improvements, and implementing strategies to ensure the long-term success of the facility. Proposers to this RFP must demonstrate substantial experience in the operation and maintenance of golf courses, and sufficient financial capability to operate and maintain Rolling Hills GC. The lease or management agreement will be administered by the County, under the direction of the Parks Director or designee.

The County expects that RHGC will feature excellent playing conditions and continue to be operated as accessible, affordable, and user-friendly golf facility for players of all ages and skill levels.

The key goals of this process are to identify a management company or lessee that will **maximize financial performance, provide great value and affordable access for citizens, and enhance this valuable community asset.**

Operating Experience/Minimum Qualifications:

The Proposer must be an established firm in the business of providing golf course operations. Upon request, during the proposal evaluation phase, the Proposer shall furnish to the County such additional information necessary to satisfy the County that the Proposer has the necessary experience, expertise, competent and qualified personnel, and adequate equipment to perform all requirements of the work in the event of an award. Failure to provide the requested information in sufficient form necessary to satisfy the County that the Proposer has the ability to perform the work will result in its proposal being rejected.

Accepted Course Management Arrangements:

All Proposers must submit a response that includes a fee proposal for one or both of the two scenarios—an operating lease or management contract. A comprehensive summary of the requirements and expectations for each of these arrangements can be found in Exhibits B and C.

County Goals:

The County desires to continue to provide a high-quality and well-maintained public golf facility with competitive fees and a customer service level commensurate with the best public access golf courses in the region. The County has identified the following goals:

- Provide a guaranteed annual payment to the County for operation of Rolling Hills GC (*operating lease option*).
- Provide the citizens of Kitsap County with a great and affordable customer experience including ease of obtaining tee times.
- Achieve revenue growth for Rolling Hills GC through increased rounds played and the enhancement of ancillary revenue opportunities.
- Minimize or eliminate any need for taxpayer support of golf course operations.
- Ensure that the golf course assets (both existing and new) are properly maintained.
- Contain expenditure growth by incentivizing efficient golf course management.
- Contribute toward high priority capital improvements and maintenance needs.
- Work with the County to develop a comprehensive master plan and capital improvement plan for Rolling Hills GC.
- Develop highly effective customer communication and marketing initiatives.
- Evaluate and implement leagues, tournaments, outings, and other types of organized play and programming while maintaining good public access to the course.

Performance Expectations:

It is the philosophy, intent, and expectation of the County to provide for its citizens a quality golfing environment with course playing conditions and a customer service level commensurate with other quality golf courses in the area. The daily fees are to be comparable to those fees charged by other competing municipally owned golf courses for similar services and facilities.

The County fully expects Rolling Hills GC to be operated within golf industry standards from both the management of the operations as well as the maintenance of the putting surfaces, tees, fairways, sand traps, landscaping, overall turf quality and agronomy. These high standards can be met only through a professional operator that has adequate staffing, training and experience to provide these services on behalf of the County. The successful Proposer will be required to procure all goods and services necessary for the operation of RHGC, and to develop plans for facility improvements that are needed to provide appropriate service to all patrons. Lease Proposers will be expected to **plan, implement, and fully fund improvements** at Rolling Hills GC. Full-service management Proposers will work with the County to plan and implement capital improvements.

The intent of this Request for Proposal (RFP) process is to award a contract to lease or manage and operate the County's municipal Rolling Hills Golf Course. Under such contract, the lessee or management company will be responsible for the day-to-day operation and management of the golf course; including, but not limited to, golf course maintenance, golf course operations, clubhouse operations, retail operations, concessions, special events, promotion/marketing, and facility improvements, and the rate structure which may be subject to County approval.

Under a lease, all operating and capital costs (including equipment costs) will be the responsibility of the lessee. Under a management contract arrangement, the County shall have the right to approve the annual budget as well as any proposed capital improvement expenditures for the golf course and capital equipment prior to implementation by the management company. All capital improvements will be required to comply with all solicitation procedures imposed by law.

General Municipal Golf Course Requirements:

A. Responsibilities, Policies and Procedures

- a. The successful Proposer will provide a level of service (customer service, maintenance standards, etc.) at least equal to or superior to the standards that currently exist at the Rolling Hills Golf Course.
- b. The course shall be operated as a public facility in a nondiscriminatory manner.
- c. The successful Proposer will provide course maintenance and day-to-day playability conditions of the highest standards.
- d. The successful Proposer will be responsible to develop and implement a robust and effective marketing program that produces positive results in terms of growth of golf rounds purchased, cart rentals, as well as concession and event sales, pro shop sales and instructional programs.
- e. The successful Proposer will employ state-of-the-art maintenance practices.
- f. The golf course and concession operations shall be open on a daily basis, from dawn to dusk, with the exception of closures due to inclement weather conditions. Scheduled maintenance days shall be approved by the Director of Parks or authorized designee.
- g. The successful Proposer will be responsible for maintenance and daily custodial cleaning of the clubhouse at quality standards.
- h. The successful Proposer will be responsible for maintaining and cleaning the maintenance facilities that include the maintenance shop, equipment and parts storage, and offices.
- i. The successful Proposer will be responsible for maintaining all areas of the golf course litter and trash free, including the parking lot, clubhouse area, ponds, and the golf course proper.
- j. The successful Proposer will be required to cooperate with the County during special events and other unanticipated eventualities.
- k. The successful Proposer will establish and maintain effective working relationships with the employees, County officials, golf patrons, and the general public.
- l. The successful Proposer will be responsible for regular pest control inspections and extermination, in compliance with all State of Washington regulations concerning pesticide applications and nutrient management.
- m. The successful Proposer will be required to adhere to and enforce a policy that prohibits smoking in any building.

- n. The successful Proposer will be responsible for the repair and maintenance of items which include seeding, reseeding, and other general landscaping, tee box revisions and extensions, bunker reconstruction and restoration, and cart path repair, paving, and repaving.
- o. The successful Proposer will obtain and maintain all alcohol licenses and permits necessary for operation on the property.

B. Operations and Programming

The successful Proposer shall:

- a. Create and maintain a high-quality golfing experience for the public.
- b. Implement customer service practices that will enhance and maintain the satisfaction of patrons, including, but not limited to, ideas to promote faster speeds of play. These practices shall be outlined in the proposal.
- c. Not permit use of the golf course without a reasonable charge for such use.
- d. In addition to general operation and management staff, provide course marshals, starter, and courtesy cart services.
- e. Implement innovative and effective player development programs, particularly for juniors, female golfers, and senior citizens.
- f. Develop and implement marketing and promotion programs that will effectively improve the County's market share in the local/regional golf market, and employ yield management strategies to encourage play during traditional slow play periods.
- g. Provide high-quality golf instruction programs for players of all ages and abilities, including individual and group lesson opportunities with well qualified instructors.
- h. Continue to enhance the facility's existing leagues as a mechanism to promote increased activity and group camaraderie at the facility. In addition, the successful Proposer is expected to host other tournaments and outings, including the possibility of hosting local/sectional qualifiers of USGA tournaments.
- i. Offer a convenient Internet and mobile application-based tee time reservation system with customer service benefits comparable to systems offered within the local/regional market. The successful Proposer will be required to utilize a golf-specific point-of-sale (POS) system that has proper modules for maintaining a database of customer information (e.g., zip codes, emails), electronic marketing, electronic tee sheet management, retail management, reporting, and accounting.
- j. Provide competent and neatly attired employees in the following areas: golf pro shop, golf course maintenance, golf starters, golf rangers, food and beverage concession, and driving range.

C. **Operating Revenues and Expenses - Reporting and Audit:**

The successful Proposer shall:

- a. Be required to submit monthly (or agreed upon frequency) financial reports at a level of detail and in a format approved by the County. At the end of each operating year, the successful Proposer will be required to submit audited financial statements for the past year. The successful Proposer will be required to maintain cash handling and revenue control systems to ensure the accurate and complete deposit and recording of all revenues, in a form and manner acceptable to the County.
- b. Provide all accounting procedures requested by the County.

D. **Food and Beverage Operation:**

The successful Proposer shall:

- a. Offer a quality food and beverage operation, including the indoor concession operation at the clubhouse and on the course.
- b. Explain in detail its plans for operating Rolling Hills GC, including proposed hours of operation and the types of merchandise, food, and beverages that will be sold.
- c. Attach a comprehensive company policy covering the distribution and consumption of alcoholic beverages as part of this proposal.

E. **Pro Shop:**

- a. The successful Proposer shall operate and manage the pro shop at quality standards, as the primary, customer-friendly point of sale for course access and by providing golf merchandise for sale as appropriate.
- b. Proposers shall explain in detail plans for operating the pro shop, including proposed hours of operation and the types of merchandise and services that will be provided.

F. **Golf Course and Clubhouse Security:**

- a. The successful Proposer will provide and maintain procedures and systems to ensure the security of the golf course and the clubhouse, including but not limited to a fire and burglar alarm system.

G. **Capital Improvements:**

The successful Proposer will annually assess needs and develop plans, including implementation strategies, for necessary and desirable capital level improvements to the golf course, driving range, clubhouse, pro shops, food and beverage facilities, and maintenance facilities. The successful Proposer shall annually submit a proposed six-year plan for capital improvements. Any capital improvement, which may include building construction, cart path construction, and development of new holes shall be subject to County approval and shall follow applicable solicitation and contracting requirements.

- **In a lease option**, successful Proposers will be responsible for all planning, expenses, permits, contracting, etc. for capital improvement projects. Major renovation and improvement projects will be subject to County review and will require written County approval prior to implementation.
- **In a management contract option**, successful Proposers will work with the County cooperatively to plan and implement capital improvement projects. Major renovation and improvement projects will be subject to County review and will require written County approval prior to implementation.

a. Current Capital Improvement Needs:

The most important areas of capital investment needed at Rolling Hills GC over the next few years are listed below in priority order. Additional information about this list can be found in Appendix G and H. At a minimum, the following items need to be addressed to allow Rolling Hills GC to achieve its full potential, without a full re-build of the golf course:

- **Irrigation System** – The system is 50+ years old, inefficient, and should be improved both below-ground and above-ground with a modern system. Improvement should include a new pump facility to provide a more efficient intake of water.
- **Clubhouse Enhancement** – This project would include completion of all needed repairs identified in the County’s 2024 inspection report, plus other improvements to restrooms, fixtures, furnishings, and kitchen equipment, and possibly some reconfiguration to allow for other gathering or entertainment uses in the clubhouse.
- **Greens Renovation** – The County should replace existing greens with new greens to USGA specifications, replacing both the surfaces and sub-surfaces. This will extend the lifecycle and performance of greens and allow for marketing as the ‘best in the area.’
- **Tee Improvements** – Improvement of tee boxes include soil enhancements, leveling, alignment and re-grassing. Existing tee boxes should be improved, and new boxes added for enhanced appeal to a wider variety of golfers.
- **Trees** – The property would be greatly enhanced by instituting a comprehensive tree care program, implemented over time to address protruding roots and removal of dead and/or dying trees. This program can create more awareness and improve safety.
- **Bunkers**– Several bunkers need improved edges, new sand and/or new lining. Improved bunkers create a better golf experience with more visual appeal and engaging strategy. This can be completed a few each year or as a single major project.
- **Patio Expansion** – The rear patio could be expanded and improved to provide an ideal outdoor dining venue with views out on to the golf course. This is consistent with the changing demand profile and golf and has been successful at other public golf locations.

- Maintenance Facility – Upgrades will address deficiencies noted in the County’s 2024 inspection report and improve maintenance efficiency, organization & capacity for storing equipment.

GOLF COURSE MAINTENANCE STANDARDS

Golf Course Maintenance Guidelines

The work includes maintenance of grass on greens (including putting greens and perimeter slopes), tees (including practice tees), approaches, collars, ditches, fairways, roughs, sand traps, driving range, lakes and maintenance of trees, shrubs and landscaping throughout the entire acres covered by this contract. Note: Where specific fertilizers, chemicals, seed, supplies, products, or techniques are specified below, similar items or techniques of equal or better effectiveness that are without additional cost to the County may be used if preapproved by the Director of Parks or authorized designee.

The maintenance practices included in this section are intended to be an overall outline for the agronomic, horticultural, and recurring service practices of successful Proposer’s golf course maintenance operations. While the guidelines are detailed, they are intended to be only minimum rules of operation. The successful Proposer’s primary responsibility is for ensuring the integrity of the golf course. Variances from the guidelines will be necessary at times to allow for adjustments resulting in climatic conditions, pest infestations, golf course traffic, tournaments, and other unforeseen problems.

1. Mowing Guidelines:

- a. Greens will be mowed every day the course is open for play (or other agreed upon frequency that provides the best playing conditions) at a height of cut that is acceptable to the County without causing undue stress to the turf. Typically, a cutting height between 5/32 inches to 1/4 inch will be maintained. Greens should be maintained to achieve at least an “8-foot stimpmeter” reading. The integrity of the original size of greens shall be maintained.
- b. Tees will be mowed three times per week (or other agreed upon frequency that provides the best playing conditions). A mowing height of 1/4 inch to 1/2 inch will be maintained. No more than 33 percent of the leaf surface will be removed at any one mowing. The integrity of the original size and design of tees shall be maintained.
- c. Fairways, approaches, and collars will be mowed three times per week during the active growing season and two times per week during the cooler periods (or other agreed upon frequencies that provide the best playing conditions). A height of cut of 1/2 inch to 3/4 inch will be maintained. There may be certain times during the summer when this frequency may increase due to changes in climatic conditions. The frequency of cut during the cooler periods may also be increased to three times per week when the fairways are overseeded. No more than 33 percent of the leaf blade shall be removed at any one mowing. The integrity of the original size of fairways shall be maintained.
- d. Tee and green slopes and roughs will be mowed weekly (or other agreed upon frequency that provides the best playing conditions) during the active growing season and as needed the balance of the year. A height of cut of 1-1/4 inch to 1-1/2 inch will be maintained.

- e. Growth regulators will be utilized in wet areas during the summer months when excessive rainfall is predicted to keep the turf under a manageable condition.
2. **Aeration Guidelines:**
- a. Greens will be aerated as needed to provide the soil with the proper air, water, and soil ratio required for healthy putting surfaces. Two to three conventional core aerations (2 inches deep on 2-inch centers, minimally) coupled with one deep tine aeration during the summer months will be performed annually. Spiking of all greens shall be performed between aerations to maintain proper water infiltration.
 - b. Tees will be aerated two times, minimally, during the year with a conventional aerator to alleviate compaction and help control thatch.
 - c. Fairways/roughs will be aerated one time, minimally, during the summer months to alleviate compaction. Also, supplemental aerations will be done on the heavily compacted areas and may be accomplished with a deep-tine aerator.
3. **Verticutting/Spiking Guidelines:**
- a. Greens will be vertically mowed during the active growing season to help promote quality putting surfaces. Typically, every two weeks during the active growing season would be considered minimal. A deeper verticutting will be accomplished following aerations in two to three directions to help promote the healing of the damage on the putting surfaces caused by aerations. Spiking of the greens will be performed regularly.
 - b. Tees will be vertically mowed in conjunction with the aeration services during the summer. The frequency of vertical mowing will be adjusted accordingly should the playing areas become “spongy.”
 - c. Fairways and roughs will be vertically mowed or scalped, if necessary, in order to prevent matting and/or the build-up of thatch in these areas.
4. **Top Dressing Guidelines:**
- a. Greens will be top dressed in conjunction with the verticutting/spiking and aeration operations. This will be accomplished with a soil mix or sand that is similar to the make-up of the existing soil profile.
 - b. Greens will be top dressed mutually agreed upon rates to provide highest quality playing conditions during the active growing season to help maintain a smooth putting surface. In addition to this, during the interseeding period, the greens will be “dusted” with top dressing.
 - c. Tees will be top-dressed two times during the summer in conjunction with the aeration operations. In addition, the divots will be filled in on a weekly basis, minimally, to ensure an even playing surface.
5. **Fertilization Guidelines:**
- a. Greens will be fertilized at mutually agreed upon rates to provide the highest quality playing conditions with an analysis or ratio of N, P, and K determined by soil and tissue testing. Only “miniprill” and materials specifically used on putting surfaces will be utilized. Minor nutrients

will be applied as a foliar application in addition to what is available in the granular fertilizer. Only fertilizer specifically formulated for putting greens shall be applied.

- b. Tees will be fertilized at mutually agreed upon rates to provide the highest quality playing conditions based on a fertilizer analysis to be determined by soil testing. During overseeded months, the applications of fertilizer will be adjusted as necessary to ensure that quality teeing areas are present.
- c. Fairways, irrigated roughs, and slopes will be fertilized (either granular or liquid application) at a mutually agreed upon rate to provide the highest quality playing conditions that will be applied throughout the course of the year. Supplemental amounts of fertilizer will be applied to weak and thin areas. Any additional amounts of N, P, and K will be determined by soil tissue tests and adjusted accordingly.
- d. Dolomite lime applications, in conjunction with aeration, will be used as necessary to assist in keeping the pH at a desirable level.

6. **Overseeding Guidelines:**

- a. Greens will be overseeded as needed each fall at a mutually agreed upon rate to provide the highest quality playing conditions. Additional seed will be added as necessary to ensure a good germination and juvenile development. Standard industry guidelines will be followed during this procedure.
- b. Tees will be overseeded each fall with a perennial ryegrass blend (or approved alternative) at a seeding rate of 15 pounds per 1,000 square feet on par 4 and par 5 and a 20-pound per 1,000 square feet seeding rate will be utilized on par 3 (or other agreed upon rate). Regular seeding and sanding of divots will be performed throughout the overseeded months.
- c. Fairways will be overseeded each fall with a perennial ryegrass blend (or approved alternative) at a seeding rate of 300 pounds per acre. Regular seeding and sanding of divots will be performed throughout the overseeded months.

7. **Bunker Maintenance Guidelines:**

- a. Mechanical raking of the bunkers will be performed five times per week (or other agreed upon frequency that provides the best playing conditions). Bunkers will be raked all days with the exception of Tuesday and Sunday, or as designated by the County. In addition to mechanical raking, the bunkers will be spot hand raked during the days the bunkers are not mechanically raked. The integrity of the original size and design of each bunker shall be maintained.
- b. Edging of the bunkers will be performed monthly to ensure a manicured appearance at all times.
- c. Mowing of the bunker faces will be performed weekly throughout the growing season and as needed throughout the remainder of the year.
- d. Additional sand will be added as needed throughout the year to maintain an average depth of 4 inches in all parts of the bunkers.

8. **Equipment Repair Maintenance Guidelines:**

- a. The successful Proposer will follow all manufacturers' guidelines for the maintenance and repair of equipment. All of the successful Proposer's equipment technicians will be qualified and are encouraged to attend industry workshops and seminars to stay updated on the latest trends and repairs of equipment.
9. **Irrigation Guidelines:**
- a. The irrigation systems will be repaired and maintained on a regular basis by qualified staff of the successful proposer.
 - b. These employees may be required to attend service seminars to keep updated on the latest irrigation development and trends in the industry.
 - c. The successful proposer will be responsible for submitting and implementing a well maintenance/operation program. The well maintenance/operation program should include a routine monitoring of water level, hours run, gallons per minute, and specific capacity of the well.
10. **Integrated Pest Management Guidelines:**
- a. The goal is to have the Rolling Hills GC as weed- and insect-free as possible and to prevent any damaging outbreaks of pests. The successful Proposer's approach to the control of damaging pests and weeds will include curative and preventative types of control measures using the most appropriate and environmentally sensitive products available.
 - b. The successful proposer will be responsible for the implementation of an integrated pest management (IPM) program for all playing areas of the course including roughs via regular monitoring, problem and potential problem identification, preventative measures, diagnosis and treatment. All greens will be inspected daily (or other agreed upon frequency that provides the best playing conditions) for the presence of damaging pests, insects, or fungus. All greens shall be treated as required to prevent or control fungus and insect activity and damage to the turf. All fairways will be inspected weekly for the presence of damaging pests, insects, or fungus and treated appropriately to prevent turf damage. All greens and fairways shall be treated appropriately to provide the highest quality playing conditions possible.
 - c. Fire ant mounds throughout the golf course will be controlled on an as-needed basis.
11. **Other Maintenance/Service:**
- a. The successful proposer will be responsible for properly moving the cups and tee markers and repairing ball marks every day the course is open for play. In addition, all trash will be removed, divot buckets will be filled, and the ball washers checked for clean towel and soap solution daily. The ball washer soap will be changed a minimum of once per week throughout the year.
12. **Trash and Debris Removal:**
- a. The successful proposer will be responsible for maintaining a clean and safe environment including all trash and debris removal from the course, clubhouse, parking lot, and all ancillary facilities. Trash and debris will be collected daily and hauled away from the site at a frequency that is appropriate to maintaining a clean and safe golf course and providing a high degree of customer service.

13. **Organic Materials and Tree Debris Removal:**

- a. During the course of the day, any tree debris or organic materials on the golf course will be picked up. This will be hauled to a legal disposal site and disposed of. Removal from the property, when necessary, will be the responsibility of the successful proposer.

14. **Deep Rough/Natural Areas Maintenance:**

- a. The successful Proposer will maintain the natural areas within the boundaries of the play areas. These areas are to be kept free of fallen limbs, sucker growth, undesirable vegetation, and weeds. Any removal of trees greater than 2 inches in caliper is not the responsibility of the successful proposer, unless the trees are leaning at more than a 45-degree angle.
- b. The successful proposer will be responsible for pruning any plant material and clearing debris that obstructs the cart paths throughout the golf course.

15. **Cart Path Maintenance:**

- a. All golf cart paths will be kept clean of cut grass and shall be edged monthly during the active growing season and as needed the balance of the year. Standing water problems on cart paths will be promptly corrected by the successful Proposer. The successful Proposer will repair or is responsible for repair to cart path breaks due to irrigation repairs.

16. **Lakes, Ponds and Streams Maintenance:**

- a. All aquatic weed control is the responsibility of the successful Proposer. The successful Proposer's personnel will remove litter and trash from the water bodies on a regular basis. All lakes and ponds shall be kept free of all unwanted aquatic plant life.

17. **Landscape Beds Maintenance:**

- a. The successful Proposer will install and maintain flowering plants in select landscape beds throughout the golf course. This will include weed control, watering, fertilization, and pest control. The successful Proposer will work with the County in determining planting designs.

18. **Buildings:**

- a. The successful Proposer will maintain the landscape surrounding the maintenance buildings, clubhouse buildings, and all other facilities on the golf course in a good, operable, and sanitary order. Any required repairs, replacement, rebuilding, and restoration would be brought to the attention of the Parks Director immediately. All such repairs, replacements, rebuilding, and restoration will be the responsibility of the successful proposer.

BUILDING MAINTENANCE /CUSTODIAL MAINTENANCE STANDARDS

Building and facility maintenance and cleanliness is important to providing a high customer service experience. The following list of tasks represents desired standards. Not all facilities may exist. Frequencies may vary but a strong custodial and maintenance plan is needed to ensure superior customer service.

1. **Daily Custodial Duties and Requirements:**

- a. Empty waste receptacles and replace plastic liners as needed. Refuse removal is the responsibility of the successful proposer.
- b. Clean and sanitize the interior and exterior surface of all trash containers.
- c. Vacuum all areas of the building's interior carpet. Vacuum any floor mats and entry mats located at entry/exit doors. Spot clean any areas as needed.
- d. Dust mop all non-carpeted floors then damp mop afterwards.
- e. Clean and sanitize drinking fountains and remove encrustations, watermarks, etc. Polish as needed, using approved metal polish.
- f. Remove cobwebs on walls, ceiling corners, or any other places.
- g. Dust around cleared areas of furniture tops, desk tops, vacant shelves, windowsills, ledges, chairs, benches, etc. DO NOT MOVE ITEMS LOCATED ON THESE AREAS.
- h. Vacuum all fabric upholstery on chairs. Spot clean as necessary.
- i. Vacuum behind equipment using a vacuum wand. This will avoid damage to equipment and/or equipment cords.
- j. Pick up litter, trash and debris at entryways, parking lots and grounds as needed, this is to include areas around the trash dumpsters.
- k. At entranceways, remove lint, cobwebs, debris, and mud from walkways, steps, floors, canopies, and ceiling corners. If necessary, remove bird droppings.
- l. Clean entry door surfaces, door glass, and adjacent glass and frames. Clean entry door handles, push plates, and kick plates.
- m. Clean top surface of exterior patio tables and chairs.
- n. In break rooms, lounges, etc., clean sinks and counter tops using sanitizing agent. Clean tabletops and chairs. Fill paper towel and soap dispensers.
- o. In break rooms, lounges, etc., clean microwave oven inside and outside and exterior surface of refrigerator door.
- p. Clean surfaces of elevator walls, doors, door panels, control panels, and door tracks.
- q. Spot-clean carpets and hard floors as needed.
- r. Buff floors that are coated with floor finish restoring luster and dust mop afterwards.
- s. Resupply towels, soap, toilet paper, and other items as required.
- t. Clean all sinks and countertops.
- u. In restrooms, clean mirrors, countertops, sinks, and fixtures using germicidal solution.

- v. Clean toilet seats, inside bowl, bowl rims of toilet, base (including hold-down bolts), as well as unclog toilets as necessary. Clean urinals in like manner.
- w. USE OF SANITARY DISPOSABLE NON-STERILE RUBBER GLOVES IS MANDATORY. Gloves are to be changed with each restroom cleaning.
- x. DO NOT USE ACID BASED TOILET BOWL CLEANER ON ANY METAL SURFACES.
- y. Spot clean ceramic tile/concrete walls, removing stains, heavy soil, graffiti, candy, gum, or any other foreign material. Clean stall partitions in like manner.
- z. Mop bathrooms, locker rooms, and showers with germicidal solution.
- aa. Spot clean baseboards to remove build-up of dirt and foreign matter.
- bb. Clean and polish all stainless steel and chrome.
- cc. Clean and sanitize showers using germicidal or detergent solution.
- dd. Clean and organize custodial closet at end of each shift.
- ee. Change ceiling tiles as needed when stains are present or tiles are broken.
- ff. Report needed building repairs to Building Maintenance Supervisor.

2. **Weekly**

- a. Blinds and other window coverings are to be dusted or vacuumed on both sides.
- b. Clean all washable nonfabric seating.
- c. Clean interior and glass surface.
- d. Spot clean walls and cubicle partitions.
- e. Heavy sweep all loose soil, rocks, debris, etc. from patio areas, vestibules, building stairwells/steps, and handicap ramps.
- f. Pour one-gallon germicidal or detergent solution into floor drains. Clean grate to remove mildew or other stains.

3. **Monthly**

- g. Wipe dust accumulation on wall artwork, photographs, whiteboards, bulletin boards, plants, etc.
- h. Vacuum and clean HVAC supply, return vents, and surrounding ceiling.
- i. Machine scrub and apply four coats of floor finish to all VCT floors.
- j. Remove any floor finish, dirt, or other foreign matter from all baseboards.

- k. Clean stairwell rails, landings, and steps. Clean rails located on handicap ramps to remove dust accumulation and residue.
- l. Clean all exterior surfaces of lockers.
- 4. **Quarterly**
 - a. Clean ceiling and light diffusers/covers (only if diffusers and covers are removable without tools). Dust/wipe bulbs.
- 5. **Semiannual**
 - a. Strip, seal, and refinish all VCT floors.
 - b. Extract/shampoo all carpeted areas.
- 6. **Additional Duties As Needed (but not limited to)**
 - a. Paint Facility's interior/exterior.
 - b. Repair sheetrock.
 - c. Replace base covers.
 - d. Strip and wax hard-surface floors (twice a year).
 - e. Change out lightbulbs.
 - f. Change out flags.
 - g. Minor plumbing repairs

EXHIBIT B

PROPOSAL SUBMISSION REQUIREMENTS AND EVALUATION

Submittal Requirements:

The submittal must contain the following information:

In order to provide each firm with an equal opportunity for consideration, adherence to a standardized proposal format (for each proposal option) is required. The format of your proposal must contain the following elements organized into separate chapters and sections. Failure to adhere to this format may result in the disqualification of your proposal(s).

1. **Title Page and Table of Contents**
2. **Transmittal Letter**
3. **Proposed Business/Financial Plan**
 - a. Lease/Management operation type and fee
 - Detailed financial proposal – lease and/or management option
 - Annual operating budget with expenditures & revenues – management option
 - b. Financial capability, reporting and accountability
4. **Proposed Operations Plan**
 - a. Golf course management plan
 - b. Grounds and facility maintenance plan
 - c. Marketing plan
 - d. Capital improvement plan
5. **Staff Qualifications and Experience**
 - a. Staffing plan and structure/organizational chart
 - b. Staff resumes and experience
 - c. Subcontractor (if applicable) resumes and experience
6. **Comparable Municipal References**

Consortiums, joint ventures, or teams submitting proposals must establish contractual responsibility that rests solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team. The Proposer's offer must be good for 120 days.

These elements parallel the basis of the County’s proposal evaluation criteria. The County is not responsible for failure to locate, consider, and evaluate qualification factors presented outside of this format. The following paragraphs provide guidelines to each firm for information to include in the proposal.

A. Title Page and Table of Contents:

The proposal should begin with a title page bearing the name and address of the Proposer and the name and number of this RFP. This should be followed by a table of contents for the proposal. Information, which is claimed to be confidential, is to be identified after the Title Page and before the Table of Contents.

B. Transmittal letter:

The letter should indicate which option the Proposer is proposing: “full service management agreement,” “operating lease,” or both. The letter should include the address of the office that would provide the services requested, telephone number, fax, email address, and website, if applicable. The letter should be signed by an individual who is authorized to commit to the Proposer to the services and requirements as stated in this RFP.

C. Operations/Business Plan:

Proposers must provide the outline of a detailed operations/business plan for the future operation of Rolling Hills GC, to include, at a minimum, the operations and maintenance elements described in Attachment G of this RFP.

1. **Annual Operating Budget**—Expense/Revenue
 - a. Management contract Proposers must include proposed expense/revenue projections for the first two years of operations under the contract.
2. **Staffing Plan**
 - a. Proposers should include an estimated number of full-time and seasonal employees, respectively, and the positions these employees will fill.
 - b. An organizational chart showing all full-time and part-time positions planned denoting the salary ranges or wage scales and the employee benefits for each position.
 - c. A detailed resume of the experience, education, and certifications of all supervisory staff.
 - d. A detailed timeline for the hiring of all employees.
3. **Other Required Elements** of Operations/Business Plan Submission.
 - a. Description of marketing/promotion plan (including yield management).
 - b. Description of customer service (reservations, pace of play, surveys, etc.).
 - c. Description of player development programs (juniors, female players, senior citizens).
 - d. Description of food and beverage operations (hours of operation and policies/procedures for sale of alcoholic beverages).

- e. Pro shop operations (hours of operation, merchandising, and services plan).
- f. Maintenance and clubhouse equipment plan (Lease or purchase proposal for lease option Proposers).

D. Operating Experience:

The Proposer must be an established entity in the business of providing golf course operation. Upon request during the proposal evaluation phase, the Proposer shall furnish to the County additional information necessary to satisfy the County that the Proposer has the necessary experience, expertise, competent and qualified personnel, and adequate equipment to perform all requirements of the work in the event of an award. Failure to provide the requested information in sufficient form necessary to satisfy the County that the Proposer can perform the work will result in its proposal being rejected.

The County may make such investigation as deemed necessary to determine the responsibility of the Proposer and the ability of the Proposer to perform the work. Proposers shall furnish the County with all such information and data for this purpose as the County may request. The County reserves the right to reject a proposal if investigation of a Proposer fails to satisfy the County that the Proposer is properly qualified to carry out the obligations of the contract.

Proposers should submit a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in the management, maintenance, and operation of golf and food and beverage facilities. Include the names and addresses of all corporate officers of the entity submitting the proposal.

E. References:

Proposers should attach a list of professional references associated with municipalities with which the Proposer is currently managing or leasing. Reference must be able to describe such matters as the Proposer's financial and operational capability. Include the name of the reference agency and course, a description of the nature of the listed reference's experience with the Proposer and the name, title, address, telephone number, and email address of a contact person at the reference entity.

Proposers shall attach a list of all golf facilities that they have managed/leased in the last ten years, including current contracts. Include: the name, type (municipal, daily fee, private), and location of the facility; a description of the nature of the business relationship with the facility; length, current status of the contract, and reason(s) for termination (if applicable). Additionally, Proposer must have and demonstrate in its proposal:

- a. Minimum of three years' experience in the following golf-related fields:
 - i. Marketing and promotion of municipal golf courses.
 - ii. Customer service including Internet-based and mobile application tee-time reservations and pace-of-play improvement strategies.
 - iii. Pro shop operations.
 - iv. Golf instruction programs.
 - v. Player/customer development programs.
 - vi. Merchandise sales.

- vii. Golf cart operations.
 - viii. Environmentally friendly golf course maintenance practices.
 - ix. Food and beverage operations.
 - x. Financial reporting.
- b. A Class-A (or equivalent) PGA Golf Professional to operate, manage and supervise the Pro Shop, Pro Shop employees, and to plan and implement tournaments, outings, merchandise selection and sales, and the golf instruction programs.
 - c. A competent record of employment or history of contract service in the operation of similar golf facilities as verified and supported by references, letters, and other necessary evidence from all employers public or private.

F. Subcontractors:

The successful Proposer shall clearly state if it is proposing to subcontract any of the work herein. List any subcontracting disciplines needed to provide any and all requirements of this RFP and identify all subcontractors and describe what portions of the requirements they would perform along with their experience, qualifications, and capabilities to provide the specified services. The successful Proposer assumes full liability for the performance of all subcontractors.

The County reserves the right to require the successful Proposer and any third-party (sub) contractors to also indemnify and hold harmless other federal, state and local governmental entities, and where required at no additional cost. All subcontractors assigned to this project shall adhere to and deliver required Certificates of Insurance. If the Proposer intends to use subcontractors for any portion of the work included within this RFP submission.

G. Financial Capability:

The Proposer should have a demonstrated record of financial responsibility commensurate with the obligations contemplated under this RFP. Proposers should include:

- a. Previous two years of certified or audited financial statement or statements prepared in accordance with standard accounting procedures.

H. Financial Reporting and Accountability:

Proposers shall demonstrate how they propose to ensure full deposit and accountability for all revenue and provide sample reports.

Review of Proposals and Evaluation Criteria:

Selection Criteria:

Proposers are advised that the County intends to select the Proposer that the County determines is the most responsive and responsible and will provide the County with the highest quality management, efficient services, and highest revenue or lowest appropriation based on the criteria set out below.

Upon receipt of the proposals, an evaluation team will determine the best proposal deemed most qualified.

The evaluation team will rely on the information contained and presented in the proposals and the reference checks made. Selection criteria will be based on the following:

Evaluation Criteria (100-Point Potential Score)

The committee members will independently evaluate the proposals based on the following criteria and associated point values:

A. Proposed Business/Financial Plan	
i. Lease/Management Type and Fee	10
ii. Financial Capability/Reporting and Accountability	20
B. Proposed Operations Plan	
i. Golf Course Management and Marketing Plan	20
ii. Grounds and Facility Maintenance Plan	10
iii. Capital Improvement Plan	10
C. Staff Qualifications and Experience	10
D. Capital Improvement Plan Approach	10
E. References	10
Total	100

Based on the committee members’ evaluation of the proposals, a composite rating will be developed which indicates the committee’s collective ranking of the highest rated proposals in descending order.

Upon review of the proposals, the County will score the proposals and may shortlist and interview the highest-ranking Proposers. Upon completion of the interviews, the highest-ranking Proposer will then be asked to enter into contract negotiations with the County. If an agreement cannot be reached with the highest ranked Proposer, the County will move to the next highest ranked Proposer. The same process will be repeated with the other ranked Proposers if no such agreement can be reached. The County reserves the right to not select a Proposer as part of this process if an agreement cannot be reached with the Proposers interviewed.

EXHIBIT C

LEASE AND MANAGEMENT AGREEMENT CRITERIA

LEASE AGREEMENT CRITERIA

Lease Option—Fee Offer:

The fee offer must propose the terms of a lease, which will incorporate a guaranteed minimum payment and/or facility capital investment. The County will consider a partial or full abatement of lease payments during the years the lessee is performing capital improvements, subject to negotiation and the extent of the proposed improvements. The structure and timing of lease payments are open to negotiation.

Basic Requirements for Lease Option:

During negotiations and prior to the commencement of the lease, the successful Proposer shall work cooperatively with the County's senior staff to further clarify the intended goals and purpose of the lease, discuss and clarify any issues, gain an understanding of County operations, and establish responsibilities and timeframes.

During negotiations and prior to the commencement of the lease, to ensure timely availability of staff and other resources, the successful Proposer shall submit to the County a viable business and management plan along with a written request for documents and schedules to be prepared by County staff, and the dates by which such items are desired.

The successful Proposer will be responsible for:

- All the County's municipal golf course expenses, including operating (including utilities), maintenance and capital costs.
- Formulating and implementing operating and maintenance programs, business plans, staffing and budgets, including green fees, cart fees, tournament and outing scheduling and fees, tee reservation systems, food and beverage operations and fees, and golf instruction programs and fees; in other words, all aspects of the golf course operation.
- Supplying and maintaining/repairing all equipment used in operation of RHGC, including golf carts, maintenance vehicles and equipment, irrigation system, and other buildings.
- Developing a facility improvements master plan, including implementation plans and financing.

The County will retain responsibility for the following:

- Administration of all terms and conditions of the agreement.
- Monitoring and evaluation of compliance with regards to the terms of the agreement.
- Prior approval for any major modifications or alteration to the facility.

Terms for Lease Agreement:

Lease for the Right-to-Occupy Premises and Operate the Rolling Hills Golf Course

Under the terms of a Lease Agreement, the successful Proposer will be required to pay the County a predetermined lease fee that may be composed of (or combination of) fixed fee, capital expenditures and/or variable components based on performance. The successful lease bidder will provide lease terms that are advantageous to the County.

A. Term

The initial term for the lease option is negotiable but will be no less than five years and no more than 20 years depending on Proposer's willingness to invest in property improvements. The lease will begin on an agreed upon and coordinated date to ensure a smooth transition of operations from current operator (unless the current operator submits a proposal and is selected). The lease may contain an option to extend, subject to negotiation. The County will consider a longer initial term depending on the proposed scale of capital improvements; i.e., irrigation system, clubhouse improvements, cart paths, etc.

B. Security Deposit

The successful Proposer will be required to provide the County with a security deposit in the form of a performance bond, which must remain in effect for the duration of the term. The bond, in the amount of \$1,000,000, will be due upon the execution of the contract.

C. Capital Improvements and Investments

Capital Improvement Plan:

Lease proposals should include a proposed capital improvement plan that includes improvements to the golf course, practice facility and clubhouse during the term of this lease. Proposers are to describe all proposed capital work, provide cost estimates for each unique project. In addition, include a preliminary capital/design timetable that clearly outlines proposed improvements and the anticipated commencement and completion dates for these improvements (i.e., the expected duration of each improvement).

In addition to everyday facility maintenance and repairs, the lessee will be expected to make capital improvements to the golf course, practice facility, and clubhouse during the first two to three years of the lease, and on an ongoing basis as needed thereafter. Improvements to the golf facility may include irrigation system replacement, clubhouse improvements, tee box renovations, cart paths, green and bunker renovations, as well as other desired projects. A brief list of capital improvement needs can be found in Appendix G and H.

The County will weigh capital investment in its evaluation process, as proposed by firms interested in an operating lease. (For more information, please see the "Evaluation and Selection Process" section of this RFP). The County recognizes that there may be a tradeoff between the lease compensation paid to the County and capital improvement work proposed for the years in which improvements are planned. Potential lease abatements will depend on the level of capital investment committed to by the lessee.

Proposers are to describe all intended capital work and provide preliminary cost estimates for this capital work in your proposal submission. In addition, include a preliminary capital/design timetable which clearly outlines proposed improvements and the anticipated commencement and completion dates for these improvements (i.e., the expected duration of each improvement).

The successful Proposer will be required to make all necessary repairs and necessary/desirable capital-level facility improvements at its sole expense. All capital work by the successful Proposer shall be completed in such a manner so as to create a minimum amount of interference with golf course availability to customers.

The successful Proposer may be required to provide a construction security deposit, in an amount and format approved by the County, to ensure that all renovation work is completed satisfactorily. This

security deposit, preferably in the form of a letter of credit, must be in place before any facility improvement work commences.

The successful Proposer shall not make any alterations, additions or improvements in or to the golf course lease areas without coordination and approval by the County and in accordance with applicable law. This may include, but is not limited to, submitting design drawings and building plan/specifications to the County prior to commencing construction, and obtaining performance and payment bonds as approved by the County.

The County makes no representations regarding the adequacy of site utilities currently in place at the site. The successful Proposer will be required to connect to and/or upgrade any existing utility service or create a new utility system and obtain the appropriate permits and approvals.

The successful Proposer will be required to indicate how it plans to account for environmental considerations in its capital improvement and maintenance plan.

All capital improvements shall require County approval. All capital improvements and fixed equipment become the property of the County upon installation, at the County's option. In the event the lease agreement is terminated, unless negotiated otherwise, the County will not consider proposals for reimbursement of successful Proposer's unamortized capital improvement cost as of the date of termination. All capital improvement costs shall be amortized over the life of the contract. All remaining debts or obligations related to the improvements will remain with the successful Proposer, and the County will not be responsible for any of these debts or obligations.

D. Licensed Engineer:

The successful Proposer will be required to retain a professional Washington state-licensed engineer or registered architect for design and filings of proposed capital work and to oversee any construction projects. This supervising architect or engineer will be required to ensure that all construction conforms to the plans approved by the County's Department of Community Development and all other review agencies that may be required. The successful firm will be required to submit the engineer or architect's qualifications to the County for approval.

E. Taxes

The successful Proposer will be required to pay all taxes applicable to the operation of the golf course. Gross receipts shall exclude the amount of any federal, state, or County taxes, Lease Excise Tax, that are paid by the successful Proposer against its sales.

F. Termination for Convenience

The lease may be terminated upon mutual consent of the successful Proposer and the County. If either party wishes to terminate the lease, it must notify the other party in writing at least 180 days prior to the proposed termination date.

G. Termination for Cause

The County shall have the right to terminate this Agreement for cause, based on the successful Proposer's performance, as follows:

- Persistent or repeated disregard of laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.

- Persistent or repeated failure to meet the performance standards for the property.
- Breach of fiduciary obligations under the Agreement.
- Filing by the successful Proposer of a voluntary petition for protection under federal bankruptcy laws; or the failure to obtain the dismissal of an involuntary petition under federal bankruptcy laws within 90 days.
- Discontinuance of its business or activities at the property.
- Any other substantial breach of the Lease Agreement.

MANAGEMENT AGREEMENT CRITERIA

Management Option—Fee Offer:

Proposer shall submit a proposal that includes the required fee to be paid by the County to the management company. The fee offer may include an annual guaranteed minimum payment, plus any proposed, incentive-based payments. The structure and timing of the management fee payments are open to negotiation.

The successful Proposer shall maintain and provide to the County monthly and annual financial reports reflecting all revenues, expenditures, and balance sheet accounts.

Basic Requirements for Management Contract:

Prior to commencement of the contract, the successful firm shall work cooperatively with the County's senior staff to further clarify the intended goals and purpose of the management contract, discuss and clarify any issues, gain an understanding of County operations, and establish responsibilities and timeframes.

The successful Proposer will assume responsibility for the following operations associated with each County golf course on an annual basis:

- Formulating and implementing business plans, maintenance, and operating programs, and budgets to be submitted to the Director of Parks and Recreation or designee for approval for each fiscal year.
- Developing recommendations for green and cart fees, subject to County approval, and indexed to local or regional competitive golf facilities of similar type and quality. Setting fees will be subject to a negotiation process and partnership between the County and the successful proposer.
- Procuring and maintaining all equipment used in operation of the golf facility, including maintenance vehicles and equipment, in accordance with an approved process.
- Purchasing of all supplies, consumables, etc. in accordance with an approved process for use in the operation of the golf course.
- Developing facility improvements plan, with specific recommended projects, and an implementation schedule and plans. NOTE: Under the management contract option, the County will review the facility improvements plan and work with the management company on cost estimates, detailed design, bidding, and implementation plans. The extent of County involvement will be dependent on the size, scope, and budget of each proposed facility improvement project.
- Meeting with the County monthly, or as deemed necessary by the County, to review operations, expense/revenue reports, marketing/promotion programs, repair and improvement projects, long-range plans, etc.
- Presenting quarterly reports for both maintenance and expense/revenue reports to the Director of Parks and Recreation or appointee.

County retains responsibility for the following:

- Administration of all terms and conditions of the contract.
- Approval of all fees based on proposals from the management company.
- Monitoring maintenance performance according to agreed-upon standards, specifications, and operating policies.
- Annual approvals of operating and capital budget.
- Prior approval of any and all expenses not budgeted.
- Prior approval of any alterations to existing facilities and partnering on facility improvement projects.
- Attending meetings per above.

Agreement Terms for Management Contract:

A. Management Fee for Operations

Under the terms of a Fee-for-Service Management Contract, the successful Proposer may be paid a base management fee, plus an incentive management fee. Proposals should clearly indicate the basis upon which any payments will be based.

B. Term of Agreement

The term of the Agreement shall begin on an agreed upon and coordinated date to ensure a smooth transition of operations from current operator (unless the current operator submits a proposal and is selected), and shall end on the last day of the month preceding the fifth anniversary of the start date unless terminated by the County prior to that date. The contract may be renewed for one (1) additional five (5) year period at the County's sole discretion.

C. Capital Improvements

In addition to everyday course and facility maintenance and repairs, the successful Proposer, in cooperation with the County, will be expected to develop plans for capital improvements to the golf course, driving range, clubhouse, and other areas. Renovations to the golf facility may include the tee boxes, greens, bunkers, cart paths, and other projects.

Management proposals should include a proposed capital improvement plan that includes improvements to the golf course, practice facility, and clubhouse during the term of the agreement. Proposers are to describe all proposed capital work, provide cost estimates for each discrete project. In addition, include a preliminary capital/design timetable that clearly outlines proposed improvements and the anticipated commencement and completion dates for these improvements (i.e., the expected duration of each improvement). A brief list of capital improvement needs can be found in Appendix G and H.

- The successful Proposer will annually submit a proposed six-year plan for capital improvements.

D. Performance Bond:

The successful Proposer will be required to provide the County a performance bond, which must remain in effect for the duration of the term. The bond, in the amount of \$1,000,000, will be due upon contract signing.

E. Termination for Convenience:

The agreement may be terminated upon mutual consent of the successful Proposer and the County. If either party wishes to terminate the lease for convenience, it must notify the other party in writing at least 180 days prior to the proposed termination date.

F. Termination for Cause:

The County shall have the right to terminate this agreement for cause, based on the management company's performance, as follows:

- Consistent inability to achieve mutually agreed upon financial performance goals.
- Persistent or repeated failure to meet the performance standards for the property.
- Persistent or repeated disregard of laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.
- Persistent or repeated failure to supply properly skilled workers.
- Breach of fiduciary obligations under the agreement.
- Filing of a voluntary petition for protection under federal bankruptcy laws; or the failure to obtain the dismissal of an involuntary petition under federal bankruptcy laws within 90 days.
- Discontinuance of its business or activities at the facility.
- Any other substantial breach of the agreement.

EXHIBIT D
PROPOSAL CERTIFICATION

All information requested below must be provided. Failure to properly complete, sign and return this Bidder's Certification form may cause the bid to be rejected. Bidder, through the duly authorized undersigned representative ("Representative") makes this certification as a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief, that the following are true, complete, correct, and made in good faith:

BIDDER AND REPRESENTATIVE INFORMATION			
Legal Name of Bidder: (Provide <i>full legal</i> name)			
Bidder's Trade Names			
Bidder's Street Address:			
Bidder's Website			
Bidder Organization Type: (Check applicable box)	Corporation:	☐ Domestic	☐ Foreign
	Limited Liability Company (LLC):	☐ Domestic	☐ Foreign
	Partnership:	☐ Domestic	☐ Foreign
	Sole Proprietorship:	☐	
State and Date of Formation:	Identify the state where the corporation, LLC, or partnership is formed – e.g., 'Washington' if domestic and the name of the state if 'Foreign' (i.e., not Washington)		
Federal Tax ID No.			
Washington State UBI No.			
State Industrial Acct ID No.			
Name/Title of Bidder's Representative:			
Representative's Address:			
Representatives Phone Nos			
Representative's Email Address:			

Identify all Addenda received by Bidder:	Addendum No/Date
	Addendum No/Date
	Addendum No/Date
	Addendum No/Date
	Addendum No/Date
Did an outside individual/agency assist with the bid preparation? ☐ Yes ☐ No If yes, please identify the individual/agency:	

1. UNDERSTANDING. Bidder certifies that Bidder has read, thoroughly examined, and fully understands all of the provisions, requirements and scope of the Solicitation (including all exhibits and attachments), the extent the local conditions affect the services to be provided, and the terms and conditions of the Contract and any amendments or clarifications to the Solicitation, and agrees to abide by the same. Bidder will make no claim against the County based upon ignorance of conditions or misunderstanding of the solicitation documents, or the goods and/or services to be provided.
2. ACCURACY. While the County has used considerable efforts to ensure the information in the solicitation is accurate, the County does not guarantee or warrant the information to be accurate nor is it necessarily comprehensive or exhaustive. Nothing in this solicitation is intended to relieve the Bidder from forming their own opinions and conclusions with respect to the matters addressed in the solicitation. Bidder certifies that Bidder has carefully prepared and reviewed its bid and fully supports the accuracy of the same. Bidder understands and acknowledges that the County shall not be responsible for any errors or omissions on the part of Bidder in preparing its bid and that the continuing compliance with these statements and all requirements of the Solicitation are conditions precedent to the award or continuation of the resulting Contract.
3. LEGAL CONSIDERATION. Bidder understands and acknowledges that it is the Bidder's responsibility to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations applicable to the goods and services to be provided under this Solicitation.
4. LIABILITY FOR ERRORS. While the County has used considerable efforts to ensure the information in the solicitation is accurate, the County does not guarantee or warrant the information to be accurate nor is it necessarily comprehensive or exhaustive. Bidder understands and acknowledges that nothing in this solicitation is intended to relieve the Bidder from forming their own opinions and conclusions with respect to the matters addressed in the solicitation.
5. NO COLLUSION OR ANTI-COMPETITIVE PRACTICES. Bidder certifies that Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Solicitation. Bidder certifies that Bidder's bid prices have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (a) those prices, (b) the intention to submit a bid, or (c) the methods or factors used to calculate the prices offered. Bidder certifies that Bidder has not been and will not knowingly disclose its bid prices, directly or indirectly, to any other bidder or competitor before award of a Contract, unless otherwise required by law. Bidder certifies that Bidder has made no attempt and shall not make any attempt to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. However, Bidder may join with other persons or organizations for the purpose of presenting a bid.

6. FIRM OFFER. Bidder certifies that its bid, attached hereto, is a firm offer which cannot be withdrawn for a period of **one hundred twenty (120)** days following the bid due date and time. County may accept such bid, with or without further negotiation, at any time within such period. In the event of a protest, Bidder's bid shall remain valid for such period or until the protest and any related court action is resolved, whichever is later.
7. CONFLICT OF INTEREST. Bidder certifies that, in preparing this bid, Bidder has not been assisted by any current or former employee of the County whose duties relate (or did relate) to this Solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Bidder also certifies that neither the Bidder nor any member of his or her immediate family have any financial interest in the outcome of this bid.
8. NO REIMBURSEMENT. Bidder certifies that Bidder understands that the County will not reimburse Bidder for any costs incurred in preparing, submitting, developing, demonstrating, presenting, negotiating, or providing a response, and/or samples, for this solicitation. All such activities are done at the bidder's own expense.
9. PERFORMANCE. Bidder certifies that Bidder understands that its submittal of a bid and execution of this Bidder's Certification certifies bidder's willingness to comply with the Contract, if awarded such. By submitting this bid, Bidder hereby offers to furnish the goods and/or services solicited pursuant to this Solicitation in compliance with all terms, conditions, and performance requirements contained in this Solicitation and the resulting Contract.
10. PUBLIC RECORDS. Bidder understands and acknowledges that all bids and other records submitted to the County in response to the Solicitation are the property of the County and subject to the Public Records Act (Act), chapter 42.56 RCW. If a bidder considers any portion of its bid, electronic or hard copy, to be protected from inspection and copying under Washington law, it is the responsibility of the bidder to specifically identify each page and item the bidder claims to be exempt from disclosure and identify the legal authority therefor. If the County receives a request under the Act to inspect or copy the information that has been identified by the bidder as exempt from disclosure, the County's sole obligation will be to make a reasonable effort to notify the bidder of the request and the date the exempt information will be released to the requestor unless the bidder obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. The County will release the information unredacted on the date specified, absent receipt of a court order enjoining such disclosure. The County has, and by this section assumes, no obligation to claim any exemption from disclosure under the Act on behalf of the bidder. The County will not be liable to the bidder for the County's release of records that have been marked by the bidder as exempt.
11. INSURANCE. Bidder certifies that Bidder will provide a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract within the timeframe requested by the County, but no later than the execution date of the Contract.
12. DEBARMENT. Bidder certifies as follows (must check one):
- ☐ *NO DEBARMENT*. Bidder and/or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity; OR
 - ☐ *DEBARRED*. As detailed on the attached explanation (Bidder to provide), Bidder and/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity.
13. CRIMINAL OFFENSE, CIVIL JUDGMENT. Bidder certifies as follows (must check one):
- ☐ *NO CRIMINAL OFFENSE, CIVIL JUDGMENT*. Bidder and its officers, directors, and managers have not, within the three (3) year period preceding the date of this Solicitation, been convicted or had a civil judgment rendered against Bidder or such officers, directors, and managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft,

forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that Bidder, and its officers, directors, and managers are not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph; **OR**

- ☐ *CRIMINAL OFFENSE, CIVIL JUDGMENT.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Solicitation, Bidder or its officers, directors, or managers have been convicted or had a civil judgment rendered against Bidder or such officers, directors, or managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

14. WAGE THEFT PREVENTION. Bidder certifies as follows (must check one):

- ☐ *NO WAGE VIOLATIONS.* Bidder has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapters 49.46, 49.48, or 49.52 RCW within three (3) years prior to the above-referenced Solicitation date; **OR**
- ☐ *VIOLATIONS OF WAGE LAWS.* Bidder has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, a provision of chapters 49.46, 49.48, or 49.52 RCW within three (3) years prior to the above-referenced Solicitation date.

15. TERMINATION FOR DEFAULT OR CAUSE. Bidder certifies as follows (must check one):

- ☐ *NO TERMINATION FOR DEFAULT OR CAUSE.* Bidder has not, within the three (3) year period preceding the date of this Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default; **OR**
- ☐ *TERMINATION FOR DEFAULT OR CAUSE.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

16. TAXES. Bidder certifies as follows (must check one):

- ☐ *TAXES PAID.* Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due by the Bidder and has filed all required returns and reports as applicable; **OR**
- ☐ *DELINQUENT TAXES.* As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due by the Bidder and/or has not timely filed all required returns and reports as applicable.

17. LAWFUL REGISTRATION. Bidder, if conducting business other than as a sole proprietorship (e.g., Bidder is a corporation, limited liability company, partnership) certifies as follows (must check one):

- ☐ *CURRENT LAWFUL REGISTRATION.* Bidder is in good standing in the State of Washington and the jurisdiction where Bidder is organized, including having timely filed all required annual reports; **OR**
- ☐ *DELINQUENT REGISTRATION.* As detailed on the attached explanation (Bidder to provide), Bidder currently is not in good standing with the State of Washington and/or the jurisdiction where Bidder is organized.

18. REGISTRATION WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder certifies as follows (must check one):

- ☐ *BIDDER IS REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is registered with the Washington State Department of Revenue, has a business license to do business in Washington,

and has identified its Unified Business Identifier (UBI) number above; **OR**

- ☐ *BIDDER WILL REGISTER WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is not registered with the Washington State Department of Revenue but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington State Department of Revenue and obtain a business license within twenty-four (24) hours of such designation or notification by County or be deemed a nonresponsive bid; **OR**
- ☐ *BIDDER IS NOT REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is not registered with the Washington State Department of Revenue and Bidder declines to register with the Washington State Department of Revenue. *Note:* County requires all awarded bidders (including Washington firms and out of state firms) to be registered with the Washington State Department of Revenue. Bidders who are not registered will not be awarded a Contract.

19. SUBCONTRACTORS. Bidder certifies as follows (must check one):

- ☐ *NO SUBCONTRACTORS.* If awarded a Contract, Bidder will not utilize subcontractors to provide the goods and/or services subject to this Solicitation; **OR**
- ☐ *SUBCONTRACTORS.* As detailed on the attached explanation (Bidder to provide), if awarded a Contract, Bidder will utilize subcontractors to provide the goods and/or services subject to this Solicitation. In such event, Bidder certifies that, as to County, Bidder shall retain responsibility for its subcontractors, including, without limitation, liability for any subcontractor's acts or omissions. Bidder must provide the precise legal name (including state of organization), business address, and federal tax identification number for each subcontractor. Do not provide any social security numbers.

20. REFERENCES. Bidder certifies the references provided to the County have worked with Bidder and that such individuals and firms have full permission, without any additional requirement or release, to provide such references and information to the County. Bidder hereby authorizes the County (or its agent) to contact Bidder's references and others who may have pertinent information regarding Bidder's prior experience and ability to perform the Contract, if awarded. Bidder further authorizes such individuals and firms to provide references and release such information to the County.

21. REQUIRED LICENSES/CERTIFICATIONS. Bidder certifies that Bidder is fully licensed and certified (in good standing) for the type of work to be performed in Washington state as identified in the Solicitation at the time of the bid and will remain so throughout the Contract term.

22. AUTHORIZATION. The undersigned certifies that he/she is an authorized representative of the Bidder identified above; is authorized to submit this bid and make these certifications on behalf of the Bidder; and further certifies under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and made in good faith:

Bidder's Signature (*Authorized Representative*): _____

Print Name and Title of Signer: _____

Dated this ____ day of _____, 20____

EXHIBIT E EXCEPTIONS AND ASSUMPTIONS FORM

BIDDER'S NAME: _____

The County does not intend to make changes to the terms and conditions of the solicitation, unless necessary to clarify the scope of work and technical requirements. Failure to accept the terms and conditions may result in a proposal being deemed nonresponsive. Offerors shall identify all Exceptions and/or Assumptions taken to any terms, conditions, and specifications of the solicitation and associated documents must be clearly identified on the table below and returned with the proposal. Unallowable or questionable Exceptions and/or Assumptions may cause a proposal to be non-responsive. Exceptions or Assumptions noted elsewhere in the solicitation and not specified on this form will be considered void and may disqualify the offer. All cells below must be completed for each Exception and Assumption.

SPECIFICALLY DESCRIBE ALL EXCEPTIONS AND ASSUMPTIONS (*attach additional pages if needed*):

Identify All Exceptions and Deviations (<i>check one</i>)					
☐ No Exceptions Requested: Bidder is not requesting exceptions to the solicitation and associated documents.					
☐ Offeror requests the exceptions and/or assumptions identified below:					
No	Section, page, and reference	Language to which an Exception or Assumption taken	Provide basis for all Exceptions and Assumptions	Proposed Language	Price and Schedule Impact
1.					
2.					
3.					
4.					
5.					
6.					
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22.					
23.					
24.					

Signature of Bidder’s Authorized Representative

Date

Name of Bidder’s Authorized Representative (print)

Title

EXHIBIT F
SUBCONTRACTOR IDENTIFICATION FORM

BIDDER'S NAME: _____

BIDDERS: Provide the following information for all proposed subcontractors that may provide goods and/or services on behalf of the Bidder under this solicitation. Additional pages may be attached if necessary.

Full Legal Name:
Address:
Contact Person:
Telephone No. and Email Address:
Service(s)/items Solicited:

Full Legal Name:
Address:
Contact Person:
Telephone No. and Email Address:
Service(s)/items Solicited:

Full Legal Name:
Address:
Contact Person:
Telephone No. and Email Address:
Service(s)/items Solicited:

Bidder's Signature (*Authorized Representative*): _____

Print Name and Title of Signer: _____

Dated this ____ day of _____, 20____