REQUEST FOR PROPOSALS





Lease and Operation

San Geronimo Golf Course San Geronimo, California

marincountyparks.org

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REQUEST FOR PROPOSAL – COUNTY OF MARIN SUBLEASE AND OPERATION OF SAN GERONIMO GOLF COURSE

The County of Marin is issuing this Request for Proposal ("RFP") to solicit, evaluate and select a qualified management firm to operate the San Geronimo Golf Course under a sublease agreement. The anticipated term of the sublease will begin March 1, 2018, and run for a period of two (2) years.

This Sublease is a short-term agreement, resulting from the recent acquisition of the property with the larger goal of ensuring critical habitat restoration and long-term public benefit. The Sublease term provides for the continuation of existing conditions and golf course use during the public planning process, which will identify the long-term use.

<u>IMPORTANT NOTE:</u> This is a solicitation for an offer to sublease, manage and operate the San Geronimo Golf Course. This is <u>not</u> a contract bid. A proposer may be selected to negotiate the sublease agreement for the San Geronimo Golf Course based upon the offers submitted. In the event the County selects a proposer to negotiate such an agreement, it will be based on the County's belief that it is selecting the best Sublessee for this short-term relationship.

The County reserves the right to change the RFP, the evaluation process, to continue or discontinue this process and to select, in its sole discretion, the proposer it deems most qualified for consideration. The County will not reimburse any proposer for any cost associated with the response to this RFP.

All contract terms discussed in this RFP are for information purposes only and are subject to final negotiation between County and the selected proposer. <u>PROPERTY ACCESS.</u> All visits to the property must be cleared, in advance, by the County, and visitors must be accompanied by a County employee (See 14.2)

San Geronimo Golf Course consists of 157 acres in the San Geronimo Valley of Marin County, and includes a 14,750 square foot clubhouse. The course is an 18-hole championship layout designed by A. Vernon Macan. The facility has had many operators since opening in 1967, including National Golf and American Golf. The property is located at 5800 Sir Francis Drake Boulevard, San Geronimo, CA.

1. FACILITY

1.1 San Geronimo Golf Course consists of the following elements:

- **1.1.1** Par 72 18-hole championship golf course measuring 6801 yards with four par 3, ten par 4, and four par 5 holes. Several ponds and sand bunkers come into play.
- **1.1.2** Practice putting green.
- **1.1.3** Short-game practice area with chipping green and a sand bunker.
- **1.1.4** 100-yard long practice area.
- **1.1.5** Pro shop with counter and limited merchandise.
- **1.1.6** Bar and grill with seating for 28 guests.
- **1.1.7** Banquet facility and conference seating for 220 (food & beverage operation has access to previous operator's liquor license, currently in suspension).
- **1.1.8** Parking 150 spaces for the use of the golf course.
- **1.1.9** Golf course maintenance facility with an enclosed lockable area for equipment parking and storage, and fuel tank nearby; a separate structure provides office space, lockers, restroom, and lunch room for employees; a third structure provides covered equipment parking and storage.

The property is in excellent to good condition. Financial information from 2009 through 2017 is available upon request.

2. COUNTY OBJECTIVES

The County of Marin intends to enter into a Sublease Agreement for the management, operation, and maintenance of San Geronimo Golf Course. The County will retain control of the property, improvements and equipment. The goals and objectives for the facility include, but are not limited to:

- 2.1 Provide an affordable golf facility for the benefit of all County residents;
- **2.2** Provide a positive golf experience for all level of golfers;
- **2.3.** Provide and maintain quality food and beverage venue for Marin residents.

County appreciates the fact that many of the previous San Geronimo Golf Course employees are residents of Marin County. Therefore, to encourage local employment, County strongly requests that the selected Sublessee, without guarantee of employment, interview all previous employees for potential positions.

3. SCOPE OF SERVICES

The following description of services is provided as a minimum guide only. The proposer shall provide a detailed description of provided services to County. The County reserves the right to negotiate the final Scope of Services with the selected Sublessee. The required scope of services includes, but is not limited to:

- **3.1** Hiring, training, supervision, management and discharge of employees;
- **3.2** Implementation and management of physical improvements;
- **3.3** Marketing and management of golf operation, food and beverage, golf instruction and merchandise;
- **3.4** Creating a financially viable recreational asset that will benefit the public, Sublessee, and the County;
- **3.5** Golf course maintenance, including turf and irrigation management;

<u>4. TERM</u>

- 4.1 Initial Term
 - **4.1.1** The anticipated initial term of the Agreement shall be for two (2) years beginning on March 1, 2018, ("Commencement Date"), and ending on February 29, 2020, ("Initial Term").
- **4.2** Options to Extend or Terminate Sublease Beyond Initial Term
 - **4.2.1** County, at its sole discretion, may extend or terminate the Agreement upon agreement by both parties.

<u>5. RENT</u>

- 5.1 Percentage Rent. Sublessee shall pay Percentage Rent on Gross Revenue to be determined by agreement with the Sublessee and the County. Proposers shall identify in proposal a Proposed Rent Percentage of Gross Revenue of at least zero percent (0%) to be paid to County at the end of each Sublease year. Revenue to County will be considered in evaluation of proposals.
- **5.2 Reporting and Payment of Percentage Rent.** Within sixty (60) days after the end of each Sublease Year, Sublessee shall submit to County a statement signed by Sublessee, or a person authorized by Sublessee, showing in reasonable detail the amount of Gross Revenue for the preceding year, and a remittance for Percentage Rent. Unpaid balance shall be charged 1½% interest per month.

6. GROSS REVENUE

The following items shall not be considered as part of "Gross Revenue":

- 6.1 Cash refunds or credits allowed on returns by customers;
- **6.2** Sales taxes, excise taxes, gross receipts taxes, admissions taxes, use taxes and other similar taxes now or later imposed upon the sale of food, beverages, merchandise or services and paid by Sublessee to the appropriate taxing authority, whether added to or included in the selling price;
- **6.3** The actual uncollectible amount of any check or bank draft received by Sublessee as payment for goods or services and returned to Sublessee from

a customer's bank as being uncollectible (commonly "non-sufficient funds" checks);

- **6.4** The actual uncollectible amount of any charge or credit account (commonly "bad debts") incurred by Sublessee for the sale of merchandise or services;
- **6.5** The actual uncollectible amount of any sale of merchandise or services for which Sublessee accepted a credit card;
- 6.6 Interest or other charges paid by customers for extension of credit;
- **6.7** Sales made by a Sublessee-approved golf instructor, except to the extent actually received by Sublessee;
- **6.8** Sales or trade-ins of machinery, vehicles, trade fixtures or personal property used in connection with Sublessee's operation of the Premises;
- **6.9** The value of any merchandise, supplies or equipment exchanged or transferred from or to other locations of business of Sublessee or any affiliate of Sublessee where such exchange or transfer is not made for the purpose of (or does not have the practical effect of) avoiding a sale which would otherwise be made from or at the premises;
- **6.10** Receipts in the form of refunds from or the value of merchandise, supplies or equipment returned to shippers, suppliers or manufacturers;
- **6.11** The amount of any cash or quantity discounts or rebates received from sellers, suppliers or manufacturers;
- **6.12** The amount of any gratuities paid or given by customers to or for employees of Sublessee;
- **6.13** Receipts from the sales of uniforms or clothing required to be worn by employees;
- 6.14 Amounts attributed to meals served or provided to employees of Sublessee;
- 6.15 The amount of any sales of merchandise discounted to employees;
- **6.16** Receipts from the sale of waste or scrap materials resulting from Sublessee's operations;
- 6.17 Proceeds of any business interruption insurance maintained by Sublessee.
- 6.18 Other revenue to be determined in final Agreement.

7. OFFSET

County may offset Sublessee risk up to \$140,000 annually for items such as inclement weather, increased water use due to high evapotranspiration rates, or other such items. The items identified above are examples only. <u>Proposer shall include in proposal specific, quantifiable risk items, and a dollar amount per unit associated with such items.</u> Final offset to be determined as part of the final Sublease agreement. As in the case of Percentage Rent, estimated Offset will be considered in evaluation of proposals.

8. ALTERNATE APPROACH

Potential proposers experience may strongly indicate that an alternate approach would be more beneficial to the County than this RFP. Submission of an alternate approach will be ranked on the same basis as any other submission. Non-submission of an Alternate Approach will not impact the ranking of proposals for the operation and Sublease of San Geronimo Golf Course.

9. HOURS OF OPERATION

All facilities shall be operated and opened for business, weather permitting, from at least one-half hour before sunrise to at least one-half hour after sunset, three hundred sixty-five (365) days per year during business hours that will be established at the discretion of the Sublessee and approval by the County of Marin. In no event shall said facilities be opened for business during the hours of 11:00 p.m. to 6:00 a.m. without the written approval of the County. Sublessee shall operate business on a daily schedule which enables the largest number of participants to enjoy the facility.

10.COUNTY'S REPRESENTATIVE

County's representative is the Director of Marin County Parks who is authorized, on behalf of the County, to administer this Sublease and monitor Sublessee's compliance with the terms hereof. Unless otherwise notified by County, Sublessee shall deal exclusively by and through the Director of Marin County Parks or his or her designee and shall have the right to rely upon decisions rendered by the Director of Marin County Parks who shall be deemed to be the County's authorized representative. Sublessee shall meet with County representative at least monthly to review operations. Sublessee shall consider, in good faith, the requests and recommendations of the Director of Marin County Parks to increase play and revenue or to enhance maintenance and operation of San Geronimo Golf Course.

11. FINANCIAL CONDITIONS

11.1 Proposal Surety. Upon submittal of the Proposal, the Proposer must submit a surety in the form of a certified check made payable to the County of Marin in the amount of One Thousand Dollars (\$1,000). This surety will be held by the County until the highest ranked Proposer is selected for negotiation of the contract. At the time of selection, those Proposers who were not selected for negotiation will have their checks returned. In the event the highest ranked Proposer is unable to successfully complete the negotiations, that check will be forfeited and negotiations with that proposer will cease. The County will then contact the next highest ranked Proposer, request the surety and enter

negotiations with Proposer. Upon execution of the agreement, the surety will be returned to the successful Proposer.

12. EVALUATION CRITERIA

The County has established criteria for use in evaluation of this Request for Proposals. These criteria are shown below in the form entitled <u>San Geronimo Golf</u> <u>Center – Selection Team Evaluation Form.</u> Sixty percent (60%) of the criteria are associated with direct related experience. The County believes that by selecting a Sublessee with verifiable and successful directly related experience, the County will stand the best chance of developing a successful relationship.

13. PROPOSAL EVALUATION

Selection Team. Proposals will be evaluated by a selection team appointed by the County of Marin.

13.1 Proposal Evaluation. Each proposal will be evaluated based on the items listed in the San Geronimo Golf Center—Selection Team Evaluation Form below. This form will be used to rank each of the submitted proposals. After a short list is selected for oral Interviews, this form will also be used to rank those interviewed.

The combination of the written and the oral rankings will be used in the selection process. The rankings will be used as a guide and may not be the determining factor in the final selection of the Sublessee.

Propose	er Name:	Team Member:				
Item		Weight	Rating	Score	Comments	
DIRECT R	ELATED EXPERIENCE					
1	Management of public/private courses	5	10	50		
2	Client satisfaction history	10	10	100		
3	Operating personnel	10	10	100		
4	Golf maintenance	10	10	100		
5	F&B marketing and operations	10	10	100		
6	Golf marketing	10	10	100		
7	Experience with IPM	5	10	50		
SUBTOTA		60		600		
FINANCI	AL					
1	Company strength	5	10	50		
2	Funding capacity	5	10	50		
3	County revenue and Offsets	10	10	100		
SUBTOTA	AL	20		200		
CAPABIL	TY TO PERFORM					
1	Facility management	5	10	50		
2	Golf course management	5	10	50		
3	F & B management	5	10	50		
SUBTOTA	AL.	15		150		
UNDERS	ANDING OF PROJECT	5	10	50		
SUBTOT	AL	5		50		
TOTALS	;	100	•	1,000	•	

San Geronimo Golf Course—Selection Team Evaluation Form

14. PROPOSAL SUBMISSION REQUIREMENTS

14.1 **RFP Process Schedule**

-		
	RFP Issue Date	January 16, 2018
	Mandatory Pre-Proposal Meeting	January 25, 2018
	Proposals due by 3:30 p.m.	February 2, 2018
	Evaluation & Interviews	February 8, 2018

Selected Sublessee to assume Possession March 1, 2018

14.2 Mandatory Pre-Proposal Submission Meeting. A mandatory pre-proposal submission meeting will be held at San Geronimo Golf Course at 10:00 a.m. January 25, 2018. The meeting, which will include a complete tour of the property, is estimated to take two (2) hours. Representatives of the County will conduct the tour and be available for an in-depth Q & A session. Proposals will not be considered unless a representative from the submitting organization signs in at the meeting and is recognized by the County as a potential Proposer. Those planning to attend must notify Stephen Petterle, Principal Landscape Architect, Marin County Parks at (415) 473-6394 by 3:30 p.m., January 22, 2018.

Note: Other Site Visits. Any additional site visits must be approved, in advance, by Stephen Petterle. Proposer making such visit shall be accompanied by a County employee. Unauthorized visits may cause disqualification of proposal.

14.3 Questions Regarding the RFP. Questions should be directed to: Stephen Petterle, Principal Landscape Architect Marin County Parks 3501 Civic Center Drive, Suite 260 San Rafael, CA 94903 (415) 473-6394 Office (415) 473-3795 Fax spetterle@marincounty.org

In the event a question results in a change to the RFP, County will notify (by email) each potential Proposer (those who have attended and signed in at the mandatory site visit) of the change.

14.4 Submission of Proposal.

- 14.4.1 Please submit an electronic copy (flash drive) and a total of eight (8) copies of the proposal (8 ½ x 11 format only) in a sealed package to: Stephen Petterle, Principal Landscape Architect Marin County Parks 3501 Civic Center Drive, Suite 260 San Rafael, CA 94903 (415) 473-6394
 14.4.2 Please indicate the following information on the outside of
- **14.4.2** Please indicate the following information on the outside of submittal package:

Name and address RFP – San Geronimo Golf Course Proposal

Closing Date: All proposals must be received by <u>3:30 p.m.</u>, <u>February 2, 2018.</u>

The proposal must be received at the above address by the closing date and time indicated. Businesses mailing or shipping their proposals must allow sufficient delivery time to ensure timely receipt of their proposals by the specified time. Late proposals will not be accepted.

Proposers are encouraged to submit creative solutions that would result in achieving the County's goals and objectives for San Geronimo Golf Course. The following is a guide to the order of material to be contained in written proposal:

- **Cover Letter.** A cover letter shall be prepared on company letterhead, signed by the person with authority to bind the company in a contractual agreement. The cover letter shall give a brief overview of the proposed services the organization plans to provide and a concise description of its operational and managerial techniques proposed for San Geronimo Golf Course.
- **Table of Contents.** Show the different sections and their location within the document.
- **Direct Related Capability and Experience.** Delineate background in operating public access facilities with an emphasis on the public golf courses operated for public agencies. If Proposer also has experience with daily fee courses, please include. Delineate food and beverage

experience showing capability in that area. Note length of time serving as operator and a reference contact at each property. Also specify any contracts terminated and the reason for such termination. List and describe golf courses where Proposer has had a role in the design, construction or renovation. Describe the scope of work involved, role and direct responsibility. Name proposed key team members for operation of San Geronimo Golf Course and provide a detailed resume for each.

• **Corporate and Financial Viability.** Provide current financial statements for the past three years of operations, together with an instrument which demonstrates financial capability to provide funds necessary to sublease San Geronimo Golf Course. In addition, provide an organizational chart showing all senior management personnel (including their tenure) and a statement which outlines corporate approach for filling those positions which might arise from 1) an emergency or 2) due to the normal course of business.

NOTICE TO PROPOSERS REGARDING PUBLIC **RECORDS ACT**: Documents submitted in response to this RFP are subject to public disclosure pursuant to the California Public Records Act ("PRA"). Responses to this RFP are the exclusive property of the County of Marin. At such time as the Director of Parks recommends approval of an agreement to the County Board of Supervisors, and such recommendation appears on the Board of Supervisors Agenda, all proposals submitted in response to this RFP become a matter of public record and shall be regarded as public records. Exceptions will be those elements of each proposal which are trade secrets as that term is defined in California Government Code Section 6254.7 and which are so marked as Trade Secret. Confidential. or Proprietary. County will give notice of any PRA requests. If County disagrees as to whether certain items are subject to disclosure, County may oppose the releases subject to the indemnification provision in the Sublease Agreement.

To assist in maintaining the confidentiality of Financial Statement, do not include Statement bound into RFP Submission. Rather, submit one (1) copy of Statement in a separate sealed envelope, clearly marked with name, and labeled CONFIDENTIAL FINANCIAL STATEMENT. The County shall use its best efforts to avoid disclosure of any records so marked, but the County shall not in any way be liable or responsible for the disclosure of any such records.

- Annual Plan. In connection with Sublessee's operation and management of the premises, Sublessee shall, on or before the opening of the golf course and on or before the first day of each subsequent sublease year, submit to County an annual plan for all operations. County shall have the right to comment upon and make suggestions with respect to said sales and marketing plan; provided, however, while Sublessee shall consider all of County's suggestions and comments, Sublessee shall not be obligated to implement the County suggestions.
- General Management and Operations Plan. The General Management Plan shall address the actual operation of the total facility. This section shall include, but not be limited to the following information:
 - description of method used for reserving tee times; operational policy and procedures manual for San Geronimo Golf Course;
 - hours of operation;
 - staffing plan and organizational chart, including starters, course marshals, superintendent, manager, golf professional, maintenance personnel, janitors, food and beverage, etc.;
 - method and detailed description of accounting system used;
 - methods and examples of internal controls on the receipt and recording of all receipts;

- methods of internal controls to be used to control play;
- methods of payment accepted from patrons;
- dress code requirements;
- rules governing golf play;
- rental policy for carts and other equipment;
- merchandising methodology;
- rules governing tournaments;
- safety and accident policies and procedures;
- access and key control;
- operational philosophy;
- sample menus for food service operation;
- uniform and grooming policy for employees;
- other pertinent information associated with the general operation and management of the golf courses.
- Marketing Plan and Methodology. This section shall contain a complete marketing plan for San Geronimo Golf Course. It is expected that along with this marketing plan, a detailed explanation of the strategies and methods will be provided. This section should include, but not be limited to the following:
 - identification of target markets;
 - identification of tournament opportunities;
 - methods of marketing to be used on target markets and tournaments;
 - budget for marketing;
 - use of national or other company resources available to achieve the successful implementation of the marketing plan; and
 - examples of marketing tools that will be used to meet the marketing plan objectives.
- **Community Involvement.** Since the golf facility in under contract to the County of Marin, it will be required that the Sublessee contribute to the betterment of the quality of life for the residents. Describe commitment to the community and how Proposer would implement that commitment. Areas of particular concern are use of the facility for community charity, junior golf and introduction of golf to those who have not had the opportunity to play before.

It is the County's position that the successful Proposer support, as feasible, the businesses within the Marin County area.

- Golf Course Maintenance Plan and Schedule. This section will provide the evaluation team with an understanding of knowledge, methods, and approach in the maintenance of San Geronimo Golf Course and general maintenance techniques particular to the climate and environment of the Bay Area. This section shall include, but not be limited to the following data: types of equipment to be used; mowing frequency; grass height for all areas of the courses; speed of greens; frequency and care of sand traps, frequency and care of ponds, including maintenance procedures for pump and filter equipment; frequency of watering; pin placement; maintenance of all practice areas (both putting, and chipping); methods of records and record keeping practices; maintenance policy and procedures for buildings, carts, drinking fountains; ball washers, irrigation systems, lighting, parking areas, cart paths, equipment; frequency and type of fertilizers used; methods of disease and pest control; frequency and care of all plants, trees, ground cover, vines, and shrubs; graffiti control plan; rodent control method; housekeeping/custodial procedures; and any other pertinent information associated with the general and specific care and maintenance of the golf facility.
- **Proposed User Fees.** Proposer shall list all users' fees planned to be charged for the services offered. This section shall also include a breakdown of the fees by day of the week, time of day, age group and place of residence. All fees proposed for the green fees must be affordable and competitive with those of other local area courses of comparable quality. It is the intent of the County to allow proposers to be as entrepreneurial as possible. The concept is to develop a strong relationship with the successful company that will ultimately provide a win-win situation for both parties.

15. CHECK LIST

The following may be used as check list for required information, etc.

- Cover Letter, including contact information, signed by authorized individual
- □ Table of Contents
- Direct Related Capability and Experience
- Corporate and Financial Viability, including Financial Statement in separate envelope (one copy only), Funding Capability and Organization Chart
- Annual Plan
- **General Management and Operations Plan**
- □ Marketing Plan and Methodology
- □ Community Involvement
- **Golf Course Maintenance Plan and Schedule**
- Proposed User Fees
- □ Alternate Approach, if applicable
- □ Proposed Rent Percentage of Gross Revenue
- Proposed Offsets
- Certified Check

16.COUNTY REQUIREMENTS

- **16.1 Modification or Withdrawal of Proposals.** A Proposer may modify or withdraw its proposal after it has been received by or deposited with the County any time prior to the exact date and time set for closing receipt of such offers. The withdrawal must be made in person by the Proposer or authorized representative, who must identify themselves as such and then sign a receipt for the Proposal. Withdrawal after the time set for closing receipt of Proposal shall result in forfeiture of the posted surety.
- **16.2** Audit. The County of Marin reserves the right to designate its own employee representative(s) or its contracted representatives who shall have the right to audit the Sublessee's accounting procedures and internal controls of the Sublessee's financial systems and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. Any such audit(s) shall be undertaken by County of Marin or its representative(s) at reasonable times and in conformance with generally accepted auditing standards. Sublessee agrees to fully cooperate with and such audit(s).

- **16.2.1** The right to audit shall extend during the length of this Agreement and for a period of four (4) years, or longer if required by law, following the date of final payment under the Agreement. Sublessee agrees to retain all necessary records/documentation for the entire length of this audit period.
- **16.2.2** Internal controls on the receipt and recording of all cash receipts, and all other operational financial and accounting controls and procedures are subject to the approval of the County Administrator or his designee. At a minimum, the internal control of cash shall include an electronic cash register Point of Sale ("IBS or comparable") with an auditable daily tape, daily reconciliation of the cash deposit and sales, issuance of a physical dated receipt to every client, a daily activity report listing number of rounds, total collections, and a monthly summary report. The monthly summary report shall be submitted within fifteen (15) days of each month. An annual financial statement (prepared by a CPA) detailing all income and expense shall be submitted within thirty (30) days of the closing of the Sublease year.
- 16.2.3 Similar POS equipment and detail must be installed with the food and beverage, merchandise and instruction profit centers. All POS data should be easily related to General Ledger.
- 16.2.4 Sublessee shall, each year, inventory all Capital Improvements and Furnishings Fixtures & Equipment ("FF&E"). Ownership of all Capital Improvements and FF&E shall become property of the County at Termination of the Sublease. At termination, Sublessee shall return to County all FF&E in equal or better condition than Sublessee received at commencement, except for normal wear.
- 16.2.5 The Sublessee will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Sublessee's invoices and/or records shall be made within thirty (30) days from presentation of County's findings to Sublessee. If Sublessee fails to make such payment, Sublessee agrees to pay interest, accruing monthly, at the maximum legal rate. Interest will be computed from the date of written notification of exception(s) to the date Sublessee reimburses the County for any exception(s). If an audit inspection or examination in accordance

with this section, discloses overcharges (of any nature) by the Sublessee to the County in excess of one percent (1%) of the value of that portion of the contract that was audited, the actual cost of the County's audit shall be reimbursed to the County by the Sublessee.

17. INSURANCE REQUIREMENTS

The Sublessee shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The County shall be named as an additional insured on the commercial liability policy. Sublessee shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability, in the amount of \$1,000,000. The Sublessee acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. A copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-insure shall be provided to County prior to assuming management and operation of the facility.

All policies shall remain in force through the life of the Agreement and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The insurer shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to assuming management and operation of the facility. Should any of the required insurance policies in the Agreement be cancelled or non-renewed, it is the Sublessee's duty to notify the County immediately upon receipt if the notice of cancellation or nonrenewal.

Failure to provide and maintain the insurance required by this contract will constitute a material breach of the agreement.

18. LIQUOR AND BUSINESS LICENSE

The previous operator has put their Liquor License in suspension, and will permit Proposer to transfer or otherwise utilize this license. Transfer will be facilitated by the County.

The successful Proposer shall be required to purchase a County of Marin Business License prior taking possession of San Geronimo Golf Course.

19.INDEMNIFICATIONS

Hold Harmless Agreement: Sublessee shall indemnify and hold harmless the County, its officers, boards, commissions, agents and employees, against and from

any and all claims, demands, causes of action, actions, suits, proceeding, damages, costs or liabilities (including costs or liabilities of the County with respect to its employees), including but not limited to damages for injury or death or damage to person or property including any reasonable attorney fees, arising out of or pertaining to the performance and activities of the Sublessee pursuant to this Sublease.

19.1 Defense of Litigation: Sublessee shall at the sole risk and expense of Sublessee, upon demands of the County, made by and through the County Attorney, appear in and defend any and all suits, actions, or other legal proceedings, whether judicial, quasi-judicial, administrative, legislative, or otherwise, brought or instituted by third persons or duly constituted authorities against or affecting the County, its officers, boards, commissions, agents, or employees, and arising out of or pertaining to the exercise or the enjoyment of this Sublease, or the granting of this Sublease to Sublessee.

Sublessee shall pay and satisfy and shall cause to be paid and satisfied any judgment, decree, order, direction, or demand rendered, made or issued against Sublessee, the County, its officers, boards, commissions, agents, or employees in any of these premises. Such indemnity shall exist and continue without reference to or limitation by the amount of any bond, policy of insurance, deposit, undertaking or other assurance required hereunder or otherwise; provided that, neither Sublessee nor County shall make or enter into any compromise or settlement of any claim, demand, cause of action, action, suit, or other proceeding, without first obtaining the written consent of the other which consent shall not be unreasonably withheld.

20. CONDEMNATION

Sublessee takes and Subleases said properties subject to all encumbrances, easements, rights and right-of-way of record and upon the condition and understanding that in the event of condemnation by any legal entity having the power to do so, Sublessee shall not be deemed to have any interest in the land nor to be entitled to any portion of an made as a result of the condemnation, except as set forth below regarding improvements. Sublessee shall not claim to have any interest in said property under or by virtue of this Sublease or otherwise other than the interest as to the value of any improvements thereon erected by Sublessee. Such claim of interest regarding improvements shall be made only if Sublessee is not in default of any substantive provisions contained herein. For the purpose of this section the value of any improvements erected by Sublessee shall be equal to their value at the time the eminent domain proceedings are filed by the condemner, depreciated in proportion to the ratio between the remaining life of the Sublease and the entire Sublease period. If the entire subleased property is taken by condemnation, either party shall have the election to terminate this Sublease. The termination date shall be the date of taking. Each party waives the provisions of Code of Civil Procedure Section 1265.130 (which accords either party the right to petition the Superior Court to terminate this Sublease in the event of a partial taking of the premise).

21.NO SUBLETTING OR ASSIGNMENT

Sublessee shall not voluntarily assign or encumber its interest in this Sublease or in the premises, or sublease all or part of the premises, or allow any other person or entity to occupy or use all or any part of the premises, without first obtaining the County's written consent. Any assignment, encumbrance, or sublease without the County's consent shall be voidable, and at County's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph.

22. INTEGRATED PEST MANAGEMENT ORDINANCE

Sublessee agrees to be familiar with all conditions of the Marin County Integrated Pest Management (IPM) Ordinance.

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EXHIBITS

- A Affidavits (to be completed by Proposer)
- B Site Plan
- C Clubhouse Floor Plans
- **D** Scorecard
- E Inventory

EXHIBIT A--Affidavits

To the County of Marin

I (We) have read all the information contained in this Request for Proposal. I (We) am/are: (1) personally acquainted with the premises of the County owned San Geronimo Golf Course; (2) acquainted with the privileges to be granted thereon; and (3) familiar with the terms and conditions contained in the Request for Proposal including all attachments.

I (We) have enclosed a certified or cashier's check in the amount of ONE THOUSAND DOLLARS (\$1,000), payable to the County of Marin as a guarantee that I (we) will enter into an agreement in the event our proposal is accepted.

I (We) understand that submission of this response to the Request for Proposal does not bind the County to enter into a contract, and further understand that if I (we) am (are) selected, that I (we) are (are) being selected only to enter into negotiations with the County concerning an agreement with respect to operations/maintenance of the Golf Course, and that the County is not bound unless and until the County Board of Supervisors approves the agreement and such agreement is fully executed by the County and the Proposer.

The undersigned hereby respectfully submits this proposal, including all required documents and statements. The Proposer and Signatory(s) represent that the signatory(s) hold the position(s) set forth below their signature(s) and that the signatory(s) are authorized to execute this proposal and, if selected, to negotiate and execute the agreement.

(Indicate	e the form of business	Indicate your position, title and/or function
concern	of the line above, i.e.	
corporat	ion, partnership,	
joint ven	ture.)	
Signature _		
Address _		
Telephone_		
Fax		

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

)

State of California

) ss.

)

County of

Ι, , being first duly sworn, deposes and says that he or she the party making the foregoing proposal is of that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Proposer		
By		
Ву	 	
Title	 	
Organization	 	
Address		
Address	 	

AFFIDAVIT OF NON-CONVICTION

I hereby affirm that:

(1) I am the _____ and the duly authorized representative

(Title)

of the firm of ______

(Name of Corporation)

whose address and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

(2) Except AS described below, neither I nor the above firm, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts for our firm have been convicted of, or have plead nolo contendere to a charge of, or having during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any State or the Federal government.

(3) State "none" or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official, or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

I acknowledge that this affidavit is required to allow the County to make a determination. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County may terminate any Contract awarded and take any other appropriate action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signed	Date
Printed Name	
Title	
Name of Firm	

EXHIBIT B—Site Plan



EXHIBIT C—Clubhouse Floor Plans

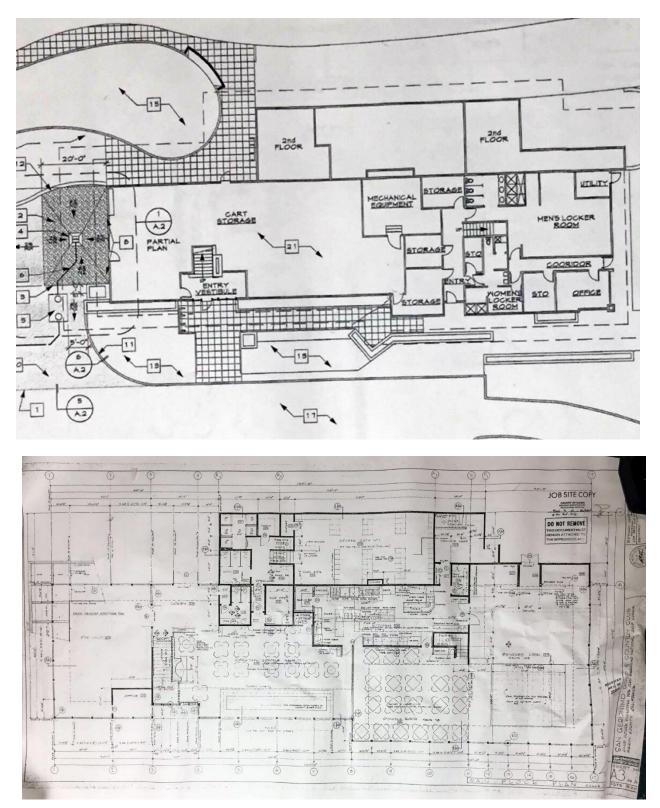


EXHIBIT D—Scorecard

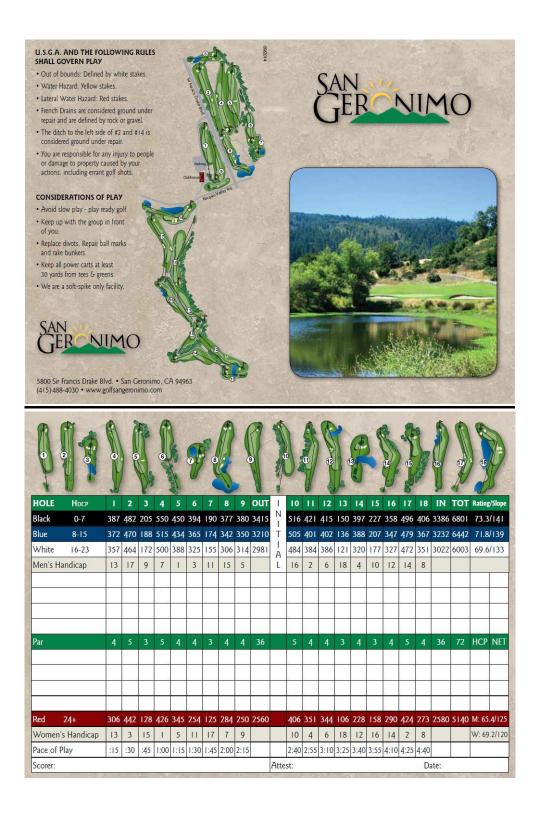


EXHIBIT E—Inventory

Course Name: San Gernimo Golf Course Date: 12/12/2017

Personal Property Inventory (See last page for Excluded Property)

Office Equipment				
Manufacturer Name	Quantity		Description	Notes:
	6	Owned	office desks	from all offices combined
	7	Owned	office chairs	
	3	Owned	file cabinet	
	1	Owned	small rolling file cabinet	
	1	Owned	Vinyl chair	
	1	Owned	Vinyl love seat	
Nortel	8	Owned	phones	
Canon	1	Owned	Copier/fax/scanner	
	2	Owned	large stand up fans	
HP Pavillion	1	Owned	Club PC	GM's office
HP	1	Owned	Club PC	F&B office
Dell	1	Owned	Club PC	Catering office
Dell Optiplex 390	1	Owned	Club PC	Tournament Directors office
HP Pro One 400	1	Owned	Server	Pro Shop Desk
Dell Optiplex 390	1	Owned	Register	Satellite station
Dell Optiplex 390	2	Owned	Register	Restaurant
Dell Optiplex 390	2	Owned	Register	Golf shop
HP Laser Jet	1	Owned	Printer	GM office
HP 1020	1	Owned	Printer	Catering office
HP 1018	1	Owned	Printer	F&B office
HP 1320	1	Owned	Printer	AGM Office
Dell 1720dn	1	Owned	Printer	Golf shop
Epson	2	Owned	Printer	F&B register printer
Epson	1	Owned	Printer	Golf shop register printer
Citizen	1	Owned	Printer	Golf shop register printer
Citizen	1	Owned	Printer	Kitched fire printer

Golf Shop				
Manufacturer Name	Quantity		Description	Notes:
	1	Owned	back Counter	
	1	Owned	counter/Desl	
	4	Owned	cabinets	
	2	Owned	glove racks	
	2	Owned	assorted club racks	
	4	Owned	apparel racks	
	5	Owned	display tables	
	40	Owned	assorted wall mounts	
	9	Owned	shoe displays	
	5	Owned	wall shelves	
	2	Owned	studio chairs	
	1	Owned	cap displays	
	8	Owned	ball displays	
	1	Owned	31" Olevia HD TV	
	5	Owned	walkie talkies	

Carts/Cart Barn				
Manufacturer Name	Quantity		Description	Notes:
Club Car	80	Leased	rental carts	
Club Car EFI	1	Leased	beverage cart	w/ beverage insert (owned after the lease)
Speed Air	1	Owned	air compressor	
Wedsward	1	Owned	floor jack	

	1	Owned	mechanic coaster	
Dayton	1	Owned	hoist	
	1	Owned	hose reel	for pressure washer
	1	Owned	hand rake	
	2	Owned	broom	
	1	Owned	ball mark repair tool	
	1	Owned	equipment wash brush	
	1	Owned	storage shelf	6'x4'
	Asst.	Owned	mechanic's tools	
	4	Owned	storage trays	
	1	Owned	cabinet	
	1	Owned	pitch fork	

Maintenance

Maintenance				
Manufacturer Name	Quantity		Description	Notes:
Toro	2	Owned	Fairway Mowers	
Toro	2	Owned	Workman	
Toro	1	Owned	Sidewinder	
Toro	1	Owned	4500-D Mower	
Toro	1	Owned	Sand Pro	
Toro	3	Owned	Greensmower 3150	
Toro	1	Owned	Greensmower 3100	
Ford	1	Owned	Ranger XL (1995?)	Vin #: 1FTCR10A4TTA24337
Ditchwitch	1	Owned	Trencher	
Clubcar	1	Owned	Cart	
Little Wonder	1	Owned	Blower	
Toro	1	Owned	Pro Core Aerator	
Toro	1	Owned	Multi Pro 1100	
John Deere	1	Owned	Backhoe	
Ford	1	Owned	Tractor	
Toro	1	Owned	Top dresser	
Buffalo	1	Owned	Blower	
Cushman	1	Owned	3 Wheel Cart	
Ryan	1	Owned	Sod cutter	
Ryan	1	Owned	Core harvester	
Aerway	1	Owned	Aerifier	pull behind
Aerway	1	Owned	Aerifier	3 point hitch
Olathe	1	Owned	Overseeder	
Lily	1	Owned	Fertilizer spreader	3 point hitch
Toro	3	Owned	Roller units	
Toro	6	Owned	Cutting units	
	1	Owned	6' Flatbed trailer	
	2	Owned	5' Trailer w/sides	
Connor	1	Owned	Box Scraper	3 point hitch, 5'
Gerrmoore	1	Owned	Scraper, leveller	pull behind
	5	Owned	soil probes	
	1	Owned	Lopper	
	1	Owned	Hand shears	
Duro-Max	1	Owned	Water pump	Trash pump
	3	Owned	2 1/2 gallon fuel cans	
	3	Owned	5 gallon metal fuel cans	
	1	Owned	5 gallon plastic fuel can	
Echo	1	Owned	Backpack blower	
Shindaiwa	1	Owned	Shrup recip. Pruner	
Echo	1	Owned	Chainsaw	
Stihl	1	Owned	Chainsaw	
Lesco	2	Owned	Rotary Fert Spreaders	
	2	Owned	36" Drop spreaders	
Flymo	1	Owned	Hoover mower	
	1	Owned	Hand pole pruner	
Echo	1	Owned	Pole pruner	
Dewalt	1	Owned	Hand Gridner	

Milwaukee	1	Owned	Drill	
Progressive Electronics	1	Owned	Wire locator	
Wagner	1	Owned	Power painter	
Dewalt	1	Owned	Bedknife face grinder	
Bosch	1	Owned	18V Drill	
DOSCII	1	Owned	Tap & Die set	19no standard
	1	Owned	Tap & Die set	48pc standard
Barnhard & Co	1	Owned	Rapid Relief Grinder	36pc standard
Milwaukee	1	Owned	Saws-all	
OTJ	1	Owned	Collision Repair set	
Power Trim	1	Owned	Power trimmer	
Ryan Kubato	1	Owned	Overseeder/verticutter Tractor	
	1	Owned		
Toro	1	Owned	Walker greens mower	
Toro	3	Owned	Spiker units	
Toro	3	Owned	Verticut units	
EZGo	5	Owned	Work Carts	2
R&R Products	2	Owned	Reel storage racks	3 reel storage 8'x31"x31" metal
0.0	1	Owned	Work bench	8 x 31 x 31 metal
Craftsman	1	Owned	Toolbox	7"
Dayton	1	Owned	Grinder	7" 6 1/2"
Wilton	1	Owned	Vise	6 1/2"
Miller	1	Owned	Arc welder	
Lincoln	1	Owned	Arc welder	Thunderbolt XL
Craftsman	1	Owned	Vise	5 1/2"
Wikco Ind	3	Owned	Storage shelf 2/door	20" x 33" x 14"
	1	Owned	Tire changer	
W. D. L.	1	Owned	Floor jack	
Karr Products	5	Owned	Storage Bins	10
	18	Owned	Storage trays	w/frames
Eagle	1	Owned	Flamable storage unit	
Cintas	1	Leased	Parts washer	Service agreement rental
Arcan	1	Owned	Press	
Norther Ind.	1	Owned	Drill press	
Folzy	1	Owned	Bedknife Grinder	
Express Dual	1	Owned	Reel grinder	
	1	Owned	Lift table	
a	4	Owned	Storage cabinets	for irrigation parts
Campheil-Hausfield	1	Owned	Air Compressor	
	1	Owned	Post hole digger	
	6	Owned	Leaf rakes	
	2	Owned	Pitch forks	
	5	Owned	Trench shovels	
	1	Owned	Hand rake	
	6	Owned	Round tip shovels	
	5	Owned	Scoop shovels	
	5	Owned	Sod shovels	
	3	Owned	Landscape rakes	
	3	Owned	Half moon edgers	
	2	Owned	Picks	
	2	Owned	Fence post drivers	
	2	Owned	Soil tampers	
	1	Owned	Pry bar	
	1	Owned	Office desk	
Toro	1	Owned	Greens Aerator	
	2	Owned	Trailers w/ hose reels	
	1	Owned	50 gallon sprayer	electric pump and cox reel
	8	Owned	Flat shovels	
	1	Owned	File cabinet	5 shelf
	1 1	Owned	Book shelf	
	1 1 1	-	Book shelf Toro Computer	Irrigation system computer
	1 1 1 1	Owned Owned Owned	Book shelf Toro Computer Samsung Monitor	Irrigation system computer Irrigation system computer
	1 1 1	Owned Owned	Book shelf Toro Computer	Irrigation system computer

	2	Owned	Office chair	
T	2	Owned	Portable heater	
Lakewood		Owned	Computer desk	
DCA	1		Two-way radios	
RCA	5	Owned		
	12	Owned	Chairs	
	1	Owned	Lunch table	6'
Americana	1	Owned	Refrigerator	
	3	Owned	3' x 3' tables	
	1	Owned	Microwaves	
Kitchen Aid	1	Owned	Coffee maker	
Aramark	3	Leased	Soap dispensers	
	5	Owned	3 section lockers	
Sylvania	1	Owned	16" TV/VCR/CD	
Rigid	1	Owned	Vacuum Cleaner	
Whirlpool	1	Owned	Dryer	
Maytag	1	Owned	Washer	
	3	Owned	Plastic shelving	3 shelf
	1	Owned	Plastic shelving	4 shelf
	9	Owned	Storage cabinets	6' x 3'
	2	Owned	Metal shelving	6' x 3'
	1	Owned	Metal shelving	6' x 5'
	1	Owned	Office Desk	
	1	Owned	Office chair	
View Sonic	1	Owned	Monitor	Turf Centric System
Dell	1	Owned	Computer	Turf Centric System
	1	Leased	Turf Centric	Table
	1	Owned	6' x 6' shelving	
	2	Owned	Containter pallet	4 barrell
	1	Owned	BBQ	
Soleil	1	Owned	Portable heater	
Echo	3	Owned	Weedeaters	
Duraflame	1	Owned	Portable heater	
Category 5	1	Owned	Generator	
Coffing	1	Owned	Hoist	
Craftsman	1	Owned	Circular saw	
Claitsman		Owned	Mechanics tools	In black Craftsman tool box
Τ	Asst	Owned	Brush units	
Toro	3	Owned	Hose reels	for greensmower for air hoses
V			Reciprocating edger	
Komatsu	1	Owned	Walking spray broom	
D 4:1		Owned	017	
Par Aide	4	Owned	Cup cutter	
	2	Owned	Cup cutter	
	4	Owned	Ball mark repair tools	
	2	Owned	Green whips	
	1	Owned	Engineering Transiet	
	1	Owned	Level	4'
	1	Owned	Mechanic crawler	
	2	Owned	Machete	
	2	Owned	Pipe wrenches	
	1	Owned	Bolt cutter	
	1	Owned	Portable airtank	
	2	Owned	Portable ramps	
	4	Owned	Jackstands	
	1	Owned	Mechanic coaster chair	
	1	Owned	Acetylene torch	
	1	Owned	Step ladder 8'	
	2	Owned	Extention ladders	
	2	Owned	Beverage units	for back of work carts
	Asst	Owned	Irrigation repair parts	
	18	Owned	benches	
	36	Owned	ball washers	
		1 - mileu		
	36	Owned	hall washer stands	
	36	Owned Owned	ball washer stands	
	36 30 41	Owned Owned Owned	ball washer stands cups trash containers	

	62	Owned	cart direction signs
	15	Owned	PG cups
	7	Owned	Keep cart on path signs
	6	Owned	Ground under repair signs
	9	Owned	Divot mix containers
	2	Owned	Tee area closed signs
	5	Owned	Drop area signs
	4	Owned	No carts signs
	2	Owned	Carts scatter signs
	11	Owned	No carts past here signs
	3	Owned	Green drag mats
	19	Owned	Irrigation controllers
Kawasaki	1	Owned	Weedeater
Echo	1	Owned	Leaf Blower
	1	Owned	Scoop shovel
	1	Owned	Spade
	1	Owned	Garden hose
	Asst	Owned	Paint tools
	Asst	Owned	Gardening tools

Food & Beverage--Kitchen

Manufacturen	Overtites		Description	Natari
Manufacturer Name	Quantity		Description	Notes:
Hobart	1	Owned	Slicer	
Sunbeam	1	Owned	Microwave	
Hoshikaze	1	Owned	Ice Machine	
Scotsman	1	Owned	Ice Machine	
General Electric	1	Owned	Freezer	
Hoshikaze	1	Owned	Freezer	
Garland	4	Owned	Ovens	
Delfield	1	Owned	Reach-in	
Delfield	1	Owned	Freezer	
Hobart	1	Owned	Mixer	
Camero	1	Owned	Food warmer	
Pitco Frialator	1	Owned	2 basket fryer	
ECOLAB	1	Leased	Dishwasher	
Waring	1	Owned	Toaster	

Food & Beverage--Clubhouse

Manufacturer Name	Quantity	Description	Notes:
	25	Round table	6' rounds
	4	Rectangle table	6 foot tables
	2	Half table	1/2 round
	7	Curved tables	curved corner tables
	220	Banquet chair	
	50	Asst. bar chairs	
	180	Wedding chairs	outside white chairs
	15	Asst. square tables	approx. 3' x 3'
	5	Small rounds	cocktail tables
	1	Dance floor	
	1	Leather couch	
	2	Leather chairs	
	4	High chairs	
	5	Room Dividers	
	6	Bar stools	
Crown Verity	1	Gas BBQ	
	1	Portable Bar	
	5	Picnic tables w/ bench	
	1	2 pc. Stage	
Vizio	1	50" HDTV	
Olevia	1	30" HDTV	

Sony	1	Stereo/CD Player	
	3	Child booster seat	
	4	Non-folding 6ft table	
	20	Folding 6ft table	
	33	Lockers	Double units
	1	Vinyl Loveseat	
	1	Wooden Bench	
	50	Pint glass	
	90	9oz glass	
	50	8oz rock glass	
	20	3oz rock glass	
	20	Martini glass	
	120	80z wine glass	
	240	6 1/2 oz wine glass	
	70	Champagne flute	
	140	3 1/2 oz champagne glass	
	170	Water glass	
	110	5 1/2 oz sundae	
	30	Glass coffee cup	
	160	Coffee cup	
	30	Creamers	
	30	Asst. sugar packet holders	
	<u> </u>	Coffee pots	
	4	Coffee thermos	
	1	100 cup coffee maker	
	20	Asst. pitchers	
	10	Plastic carafe	
	30	1 ltr carafe	
	40	1/2 ltr carafe	
	200	Asst. dinner knives	
	200	Asst. dinner forks	
	200		
	200	Asst. salad forks	
	80	Asst. spoons Asst. breakfast/lunch large plates	
	80		
	20	Asst. breakfast/lunch small plates	
	20	2 oz ramekin Boat	
	120	Soup cup	
	120	Soup cup Soup bowl	
	140	Glass salad plate	
	190	*	
	110	Dinner plate	
		Bread plate	
	190	Saucer Monkey dish	
	80	Beverage dispenser	
<u> </u>			
<u> </u>	20	Asst. pots & pans Asst. baskets	
<u> </u>	40		
	6	Tray stand	
	90	Asst. serving utensils	
	10	Asst. chafing dishes	
	40	Asst. serving bowls	
	40	Asst. serving plates & platters	
	40	Asst. plastic serving trays	
	30	Asst. metal trays	
	10	Asst. bus tubs	
	20	Asst. plastic wash racks	
	30	Asst. cooking utensils & knives	
	20	Asst. racks & shelves	
	Asst	Asst. plastic & metal lids	
	Asst	Asst. kitchen/serviceware	
	Asst	Asst. artwork	
	Asst	Asst. holiday & wedding décor	

Excluded Property

(a) All books and records of Seller;

(b) All credit card machines and registers attached to the "Point of Sale" system;

(c) Seller's banking or financial insitution accounts or any deposits or safety deposit boxes;

(d) Seller's compensation and payroll records and information, employee benefit plans and benefit arrangements and information;

(e) Seller's "Point of Sale" and "GolfNow" systems and related hardware and software, equipment and materials, including all tee time booking hardware and software;

(f) All computer hardware attached to the "Point of Sale" system, all computer software, and any stand-alone computers and related equiptments (excluding any computer equiptment, hardware, and software related to the irrigation system and Turf Centric system located at the Golf Course).

Events and/or locations may have limited accessibility to persons with disabilities. If you require accommodations to participate in an activity, or materials in alternate formats, contact Steve Petterle, not less than five work days in advance of the event at (415) 473-6387, TTY (415) 473-2495, CRS dial 711, or spetterle@marincounty.org.