

Request for Proposals (RFP)

**Operation, Management, and Maintenance of the
Country Club of Woodbridge
Golf, Tennis, Pool and/or Restaurant and Banquet Facilities**

Woodbridge, Connecticut

**OPTIONAL PRE-PROPOSAL
CONFERENCE DATE: DECEMBER 19, 2011, 10:30 AM**

PROPOSAL DUE DATE: JANUARY 5, 2012

PROPOSAL DUE TIME: 4:00 P.M.

Technical questions regarding this RFP's should be directed, in writing, to:

Mr. Anthony Genovese
Director of Finance
Town of Woodbridge
11 Meetinghouse Lane
Woodbridge, CT 06525
203-389-3482

Send or hand-deliver Proposals to:

Mr. Anthony Genovese
Director of Finance
Town of Woodbridge
11 Meetinghouse Lane
Woodbridge, CT 06525
203-389-3482

| | | |
|--------|--|--|
| 1. | INTRODUCTION..... | |
| 1.1. | Description of Proposal & Town Objectives | |
| 1.2. | Property Overview | |
| 2. | MANDATORY PRE-BID CONFERENCE & KEY DATES | |
| 2.1. | Pre-Bid Conference & Key Dates | |
| 3. | INSTRUCTIONS TO BIDDERS..... | |
| 3.1. | Proposal Package | |
| 3.1.1. | <i>Technical Proposal</i> | |
| 3.1.2. | <i>Pricing Proposal</i> | |
| 3.1.3. | <i>Contract</i> | |
| 3.2. | Delivery of Proposal Package | |
| 3.3. | Uniformity | |
| 3.4. | Proposal Materials | |
| 3.5. | Addendum | |
| 3.6. | Proposal Modification..... | |
| 3.7. | Period of Firm Proposal | |
| 3.8. | Bidder's Responsibility to Read RFP | |
| 3.9. | Errors and Omissions | |
| 3.10. | RFP Interpretation..... | |
| 3.11. | Confidentiality | |
| 3.12. | Use of Subcontractors | |
| 3.13. | Bidder's Responsibility for Services Proposed..... | |
| 3.14. | Taxpayer Identification Number | |
| 3.15. | Current Staffing..... | |
| 4. | PROPOSAL EVALUATION PROCEDURE AND CRITERIA..... | |
| 4.1. | Acceptance of Proposals | |
| 4.2. | Bidder Qualifications | |
| 4.3. | Bidder Presentations | |
| 4.4. | Right to Inspect | |
| 4.5. | Payment Terms..... | |
| 4.6. | Contract Administration..... | |
| 4.7. | Evaluation Factors | |
| 4.8. | Bid Security Deposit & Contract Security Deposit | |
| 4.9. | Award of Contract..... | |
| 5 | SCOPE OF MANAGEMENT SERVICES..... | |
| | Technical Requirements | |
| | Pricing Proposal..... | |

EXHIBITS

Exhibit "A" Required Forms: (a) Non-Collusion Affidavit, (b) Delinquent Tax Affidavit, and (c) Certification of Bidder

Exhibit "B" Proposed Golf Commission Ordinance

1. INTRODUCTION

1.1. DESCRIPTION OF PROPOSAL & TOWN OBJECTIVES

The Town of Woodbridge, Connecticut (the "Town") is seeking Proposals from qualified firms ("Bidder") to provide Management Services for operation, management, and maintenance of the golf course and its appurtenant facilities, the tennis courts, pool, pro shops, banquet rooms, bar and restaurant formerly known as the Woodbridge Country Club (collectively, the "Facility").

The successful bidder shall submit a proposal to operate the Facility via a fee based management contract, not a lease, and will include all aspects of the operation including golf, food, pro shop, maintenance, pool, tennis, and maintenance of the facility. The successful bidder shall act as the general manager of the Facility, overseeing all operations and employees, collecting all revenues and paying all approved expenses. The successful bidder shall provide management systems for bookkeeping and tee-time reservations and golf course usage activity. Said management systems shall, preferably, be accessible on-line by designates of the Town. Concerning the management agreement, it is expected the Country Club of Woodbridge will be operated under an initial agreement not to exceed three (3) years in length with up to two (2) 1-year extensions. The Town will reserve the right to terminate the management agreement without cause at the end of the first year of the agreement with 30 day notice.

The Town is seeking an experienced club facility manager who will continue to operate the Club as a high quality facility offering golf, tennis and pool through annual memberships with access to the public.

Preference will be given to Bidders that can demonstrate a comprehensive bid for all operational areas of the Facility – golf, tennis and aquatics as well as food and beverage operations. Bidders with an expertise in one area, such as either food & beverage or golf operations may submit a bid with a joint-venture partner who provides strength in other areas of expertise. However, only one bid may be submitted and each partner must submit the required operational and background information as detailed in this RFP. Alternatively, Bidders may elect to bid on just one aspect of this RFP – either golf operations or food and beverage / clubhouse operations.

1.2. PROPERTY OVERVIEW

The Country Club of Woodbridge consists of a high quality facility that was formerly one of the premier country clubs in the greater New Haven area and was operated as a private, not-for-profit entity. The Town of Woodbridge acquired the Club in 2009 for seven million dollars to preserve open space for the Town as well as to provide public access to the facility. The Town is desirous of offering excellent facilities to the general public, while providing recreational opportunities for Town residents such as use of the golf, tennis and pool facilities.

The Club includes a pro shop, , clubhouse with full service restaurant and bar, banquet room, kitchen, meeting rooms, locker rooms and offices. The facility covers approximately 150 acres and boasts a Par 71 golf course measuring 6,550 yards designed

by Orrin Smith. Assets also include a maintenance facility, six (6) tennis courts and a swimming pool. The Club is located at:

50 Woodfield Rd.
Woodbridge, CT 06525

Since purchasing the Club, the Town as well as the current operator has made or is in the process of making several capital improvements including:

- Renovated tennis courts
- New pool pumps, drains and various plumbing
- Partial repair and replacement of the clubhouse roof
- Improvements to bring all fire and safety requirements up to code, including the Ansul systems, safety egress lights, fire suppression / sprinkler system
- New kitchen roof
- HVAC control repair and replacement; and
- Patio / walkway repairs

Prior to the Club's purchase by the Town it was not managed by its previous owners to maximize revenues and profits. During the 2009, 2010, & 2011 golf seasons, the Club was operated pursuant to a short term lease by a local golf company, MDM Golf Enterprises. **Bidders must perform their own financial and operational due diligence without the benefit of historical records. No representations are being made with regard to historical or projected business volume.**

2. OPTIONAL PRE-BID CONFERENCE & KEY DATES

2.1. PRE-BID CONFERENCE

An Optional Pre-Bid Conference will be held at the Club on **December 19th at 10:30 am**. Tour of the golf course will take place following the Pre-Bid Conference. During the tour, each Bidder shall have the opportunity to acquaint and familiarize itself with the conditions of the Facility as they exist, and the character of the operation to be carried out under the resulting Contract. Any changes as a result of the Pre-Bid Conference will only be mailed to the Firms represented at the Pre-Bid Conference. Any pertinent or significant updates, changes, or information related to the RFP before the Pre-Bid Conference will be communicated at the Pre-Bid Conference.

Key Dates

The following is a listing of key dates and deadlines.

| | |
|-------------------|---|
| December 7, 2011 | Release RFP |
| December 19, 2011 | Pre-Bid Conference & Open House |
| December 30, 2011 | Deadline for submission of (written) questions. |

| | |
|---------------------------------|---|
| January 4, 2012 | Target date for responses to all written questions. |
| January 5, 2012 | Proposals due by 4:00 PM. |
| January 11, 2012 (execution) | Bid Awarded by the Town (subject to contract execution) |

3. INSTRUCTIONS TO BIDDERS

3.1. PROPOSAL PACKAGE

To facilitate evaluation, submit your Proposal as described below.

3.1.1. Technical Proposal

Submit one (1) original and ten (10) copies of your completed and signed Technical Proposal in a sealed package plainly marked with the title "Technical Proposal". See Technical Requirements Section for instructions and information related to the Technical Proposal procedures.

3.1.2. Pricing Proposal

Submit one (1) original and fifteen (15) copies of your completed Pricing Proposal in a separate and sealed package that is plainly marked with the title "Pricing Proposal". Your response should include any supplemental or alternative option pricing schedules.

3.1.3. Contract

The Town shall provide all Bidders with a draft Contract. The successful Bidder shall be required to execute a contract in substantially the same form of the draft provided in all material respects. Failure to do so in the time frame indicated shall result in forfeiture of the Bid Security and selection of a substitute Bidder. The Town reserves the right to concurrently negotiate with one or more back-up Bidders to protect the Town's interests should the primary selected Bidder(s) not finalize the Contract in a timely manner.

3.2. DELIVERY OF PROPOSAL PACKAGE

The Technical Proposal and the Pricing Proposal may either be 1) delivered by hand or 2) sent through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFP. Include the Bidder's name and RFP title on any package delivered or sent and on any correspondence related to your Proposals. The Bidder remains responsible for ensuring that its Proposals are received at the time, date, place and office specified. The Town assumes no responsibility for any Proposals not so received, regardless of whether the delay is caused by the U.S. Postal Service, delivery service or some other act or circumstance. **Proposals received after the time specified as "Proposal Due Date" and "Proposal Due Time" on the front cover of the RFP**

will not be considered. All Proposals received after the specified time will be returned unopened.

3.3. UNIFORMITY

To provide uniformity and to facilitate comparison of Proposals, all information submitted must clearly refer to the page number, section or other identifying reference in this RFP. All information submitted must be noted in the same sequence as its appearance in this RFP. All Proposals should be on 8 ½ X 11 inch paper and be bound or in binders. Any promotional material or brochures for the Bidder must be in a separate section. The Town reserves the right to waive minor variances or irregularities.

All proposals must include a cover page(s) to the non-price proposal with the following information:

- Legal name and address of Bidder.
- TIN, FEIN or Social Security number of Bidder.
- Name and title for all officers of the Bidder.
- Name, address, EIN or SS# and relationship (including percentage ownership) of all shareholders of the Bidder [if shareholder(s) are entities, then additional information must be provided up to the level of personal ownership].
- Contact information for the Bidder's representative for this RFP.

3.4. PROPOSAL MATERIALS

The Proposal material submitted in response to the RFP becomes the property of the Town upon delivery and may be appended to any formal document which would further define or expand the Contractual relationship between the Town and the Bidder.

3.5. ADDENDUM

Any addendum issued prior to the Proposal Due Date shall include an addendum acknowledgment section. Since all addenda become a part of the Proposal, all addenda must be signed by an authorized Bidder representative and returned with the Proposal on or before the Proposal Due Date. Failure to sign and return any and all addendum acknowledgments shall be grounds for rejection of the Proposal response.

3.6. PROPOSAL MODIFICATION

Proposals submitted prior to the Proposal Due Date may be modified or withdrawn only by written notice to the Town. Such notice must be received by the Town prior to the time designated for opening of the Proposal. Bidder may change or withdraw the Proposal at any time prior to Proposal opening; however, no oral modifications will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal that are addressed in the same manner as the Proposal and that are received prior to the scheduled Proposal opening time will be accepted. The Proposal, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope that is plainly marked

with the RFP number and "Modification of Proposal". No modifications of the Proposal will be accepted at any time after the Proposal Due Date and time.

A withdrawn Proposal may be resubmitted up to the time designated for the receipt of Proposal provided that it is then fully in conformance with the requirements of the RFP.

3.7. PERIOD OF FIRM PROPOSAL

Prices for the proposed service must be kept firm for at least 90 days after the Proposal Due Date.

3.8. BIDDER'S RESPONSIBILITY TO READ RFP

The Bidder must thoroughly examine and will be held to have thoroughly examined and read the entire RFP document. Failure of the Bidder to fully acquaint themselves with existing conditions of the Facility shall not create any liability for the Town or its agents.

3.9. ERRORS AND OMISSIONS

THE BIDDER IS EXPECTED TO COMPLY WITH THE TRUE INTENT OF THIS RFP TAKEN AS A WHOLE AND SHALL NOT AVAIL ITSELF OF ANY ERRORS OR OMISSIONS TO THE DETRIMENT OF THE SERVICES. SHOULD THE BIDDER SUSPECT ANY ERROR, OMISSION OR DISCREPANCY IN THE SPECIFICATIONS OR INSTRUCTIONS, THE BIDDER SHALL IMMEDIATELY NOTIFY THE TOWN, IN WRITING, AND THE TOWN SHALL ISSUE WRITTEN INSTRUCTIONS TO BE FOLLOWED. THE BIDDER IS RESPONSIBLE FOR THE CONTENTS OF ITS PROPOSAL AND FOR SATISFYING THE REQUIREMENTS SET FORTH IN THE RFP.

3.10. RFP INTERPRETATION

Interpretation of a Firm's response shall be the responsibility of the Town and that interpretation shall be final.

3.11 CONFIDENTIALITY

The Bidder is hereby warned that the contents of its Proposal shall become public information.

3.12 USE OF SUBCONTRACTORS

No subcontractors of the Bidder shall be allowed unless approved in advance by the Town. Subcontractors, if any, shall be required to meet all the terms and conditions of this RFP and the Contract.

3.13 BIDDER'S RESPONSIBILITY FOR SERVICES PROPOSED

It is understood and the Bidder hereby agrees that it shall be solely responsible for all services they propose.

3.14 TAXPAYER IDENTIFICATION NUMBER

The Bidder is required to provide its Taxpayer Identification Number (TIN). The following instructions pertain to the TIN.

Enter your Taxpayer Identification Number in the appropriate space on the signature block at the end of the Technical Requirements. Individuals and sole proprietors should enter their social security number. For other entities, this is the employer identification number. Federal Employer Identification Numbers (FEINs) must not be used for sole proprietorships.

If you do not have a TIN, one must be applied for and obtained. Individuals must complete Form SS-5, Application for a Social Security Number, which can be obtained from a local office of the Social Security Administration. All other entities must complete Form SS-4, Application for Employer Identification Number, which can be obtained from a local office of the Internal Revenue Service.

If selected, the Bidder must submit a completed IRS form W-9 to certify its Taxpayer Identification Number prior to the Contract execution.

3.15 CURRENT STAFFING

The scope of the Proposal must include a full staff transition plan. The Town requests that the successful Bidder interview and strongly consider any potential hires suggested by the Town.

4. PROPOSAL EVALUATION PROCEDURE AND CRITERIA

4.1. ACCEPTANCE OF PROPOSALS

The Town reserves the right to reject any or all Proposals or any part thereof, to waive informalities, and to accept the Proposal deemed most favorable to the Town. Incomplete responses may not be considered in the evaluation, however, the Town may seek additional information or clarification if needed.

4.2. BIDDER QUALIFICATIONS

The Bidder (including any subcontractors or joint-venture partners) must demonstrate that it has the management and operational experience, financial resources and personnel necessary to successfully perform the services specified in the area of bidding within this RFP.

A Bidder must have the financial ability to meet the obligations under the Contract. All Bidders must submit an income statement and balance sheet for its bidding entity,

certified as true and correct by the Chief Executive Officer or Chief Financial Officer of the Bidder, covering the years 2009 and 2010.

If the Proposing entity is a newly-formed or single-purpose entity, its obligations under the Contract must be guaranteed by its principals and/or parent entity(ies), as outlined above. In the case of a guarantee by a principal, the principal's 2009 and 2010 personal tax returns and current statement of net worth, certified as true and correct by the principal, must be submitted.

MINIMUM QUALIFICATIONS (for golf and / or restaurant and clubhouse operations)

In order to qualify for consideration in the award of contract for the subject facility, a respondent must:

A. Have a minimum of three (3) years of experience within the last ten (10) years in the comprehensive management of public and private golf course operations. Relevant experience includes maintenance, management and operation of a golf course, pro shop operations including merchandise sales and golf cart operations, clubhouse operations including a restaurant and banquet facility.

B. Demonstrate a competent record of employment or history of contract service in the operation of a similar golf facility business as verified and supported by references, letters, and other necessary evidence from employers and/or public agencies.

C. Demonstrate a successful track record of operating golf facilities on behalf of public agencies and maintaining positive and harmonious relationships with the local communities

D. Proof of competency in the following areas:

1. Basic bookkeeping; posting, preparation of trial balance, preparation of financial statements, control of cash and bank reconciliation statements. Experience implementing and utilizing the latest POS and accounting technology to enable both the operator and Town to track the pertinent operating and financial metrics. Experience in developing annual operating budgets and longer-range capital plans.

2. Salesmanship: fundamentals of retail, wholesale, and service selling; merchandise and sales presentation; principles of self-management; sales demonstration.

3. Personnel management: the guidance and control of personnel; interviewing; training; job analysis; performance evaluation; supervisory problems with subordinate personnel.

4. Property Maintenance: buildings, grounds, equipment and golf, tennis and pool facilities.

5. Marketing: to market and advertise the facility.

4.3. BIDDER PRESENTATIONS

The Town reserves the right to, but is not obligated to, request and require that each Bidder provide a formal presentation of its Proposal at a date and time to be determined.

4.4. RIGHT TO INSPECT

The Town and its agents reserve the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation and other qualifications of the Bidder and any proposed Subcontractors and to reject any Proposal irrespective of price if it shall be administratively determined that the Bidder is deficient in any of the essentials necessary to assure acceptable standards of performance.

4.5. CONTRACT ADMINISTRATION

The Town may elect to retain a third party Contract Administrator to oversee the administration of the Contract. The administrator would periodically review information to be provided by the successful bidder to ensure that the operator is in compliance with certain covenants and terms of the Lease agreement. The operator shall cooperate fully with the Contract Administrator.

In this regard the Board of Selectmen will have a Public Hearing on December 14, 2011 concerning a proposed Ordinance to establish a Golf Commission consisting of seven members who will have the responsibility of overseeing the operation of the Country Club of Woodbridge subject to the approval of the Board of Selectmen. If adopted, the Golf Commission would be operational on or about January 15, 2012. A draft of the proposed Ordinance is attached hereto.

4.6. EVALUATION FACTORS

An evaluation committee consisting of Town officials will evaluate all Proposals. Based on this evaluation, the Town will determine the award of the Contract. The Town will award the Contract to the responsible Bidder whose Proposal is determined to be the most advantageous to the Town, taking into consideration price and the evaluation factors set forth in this RFP.

The following evaluation factors will be used in determining the best-qualified offers:

- The ability of the Bidder to maintain and operate the facility in a top-quality manner commensurate with other high-quality public golf courses and restaurants in the local market.
- The Bidder's track record of proven success in operating other venues similar in scope and quality to the Club.
- Bidder's dedication to fostering a harmonious relationship with the Town and its residents.

- The Bidder's Operational Concepts and Plans, including the optimum utilization of the clubhouse facility.
- The ability of the Bidder to fulfill any reporting requirements.
- Recommendations from referenced clients where similar or like services are being or have been performed.
- The quality and detail of the overview of proposed operation, promotion and marketing services.
- Other technical requirements or items addressed in the Proposal related to the RFP.

4.8 AWARD OF CONTRACT

The Town will award the Contract to the Bidder who has, in the opinion of the Town, best demonstrated competence and qualification for the type of management services required at fair and reasonable prices & compensation and whose Proposal is deemed to be in the best interest of the Town.

The entire agreement between the parties shall be the Contract document prepared by the Town which shall contain substantially the same terms and conditions and specifications of the RFP and of the Proposal submitted by the awarded bidder and accepted by the Town. Certain portions of the RFP and Proposal may become attachments to the Contract by mutual agreement; all terms and conditions of the Contract are subject to mutual agreement.

Right to Terminate: In the event that the successful Bidder violates any of the provisions of the Contract or performance is not being provided as stipulated under the Contract, in the opinion of the Town, the Town may serve written notice to the awarded Bidder of its intention to terminate the Contract. Such notice will state the reason(s) for the intention to terminate the Contract. If the violation does not cease and satisfactory arrangements for correction are not made within thirty (30) calendar days after the notice is served upon the awarded Bidder, the Contract shall cease and terminate thirty (30) days thereafter. The liability of the awarded Bidder and/or its surety for any and all such violations shall be affected by any such termination.

Indemnification: The successful Bidder and subcontractors and joint-venture partners, if any, agree to indemnify and hold free and harmless, assume legal liability for and defend, the Town and each of their officers, shareholders, employees and agents from and against any and all actions, claims, liabilities, assertions of liability losses, costs and expenses, including but not limited to attorney's fees, reasonable investigative and discovery cost, court costs, claim or claims for bodily injury or death of persons and for loss of or damage to property, in law or in equity, of every kind and nature whatsoever, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from the acts or omissions or other conduct of the successful Bidder and its conferees, officers, employees, agents and subcontractors in connection with the Contract resulting from this RFP.

END OF GENERAL RFP INTRODUCTION

TECHNICAL PROPOSAL REQUIREMENTS

Technical Requirements and the Bidder's response to it (the "Technical Proposal") will be incorporated into the final Contract. Bidders should address the information and requirements outlined throughout this section in their formal Proposal.

1.1. SERVICES TO BE PERFORMED

Beginning of Operations: The successful Bidder may be required to assume related operations no later than February 1, 2012 or as of an otherwise mutually agreed-upon date.

Description of Facilities: The Facilities consist of an 18-hole golf course, a large clubhouse which includes offices, restaurant, bar and meeting rooms. In addition, there is an outside patio area, maintenance building, driving range, tennis courts, locker rooms, and pro shop. Non-golf facilities include a pool as well as six (6) tennis courts. Operation of the tennis and pool facilities are to be included under the responsibilities of the golf course operator unless addressed otherwise in the Bidder's proposal.

The Facility does not include golf carts and equipment necessary to maintain the golf course. It will be the responsibility of the Successful Bidder to assist the Town in the procurement of golf carts and equipment. Bidders should demonstrate in their Proposal a track record of successfully operating other facilities of similar size, scope and quality level of the Facility. In addition, Bidders should indicate if those facilities are managed on a fee-basis, pursuant to a Lease agreement or lease, or if the properties are owned by the Bidder.

Hours of Operation: During the term of the Contract, the Facility shall be open and properly staffed seven (7) days per week with appropriate hours to serve golf, tennis, pool and restaurant patrons. Seasonal adjustment to operating hours may be made consistent with normal and customary practices at similar golf and clubhouse facilities in the New Haven area, and as approved in advance by the Town. Bidders should specify in the Proposal any proposed deviation from this.

Managerial Services: The successful Bidder shall have an experienced manager on the premises at all times the Facility is open. Bidders should include the resumes of the General Manager and Golf Course Superintendent they intend on placing at the Facility, if known at the time of the Proposal, as well as the direct, regional and national (if applicable) superiors to these employees.

Golf Shop Operations: The Bidder shall display and maintain golf shop inventory consisting of golfing equipment and apparel that shall be offered for sale to the public at prices reasonable and comparable to prices being paid for equipment, supplies and apparel at other golf courses in the local market area.

Food & Beverage Services/Restaurant Operations: The food & beverage operation includes the exclusive production and service of food and beverages for the following areas and events:

- ◆ Clubhouse Restaurant and bar;
- ◆ Beverage carts on the golf course;
- ◆ Vending machines;
- ◆ Food service on the pool patio area;
- ◆ Catering in the clubhouse or outside of the clubhouse (e.g. with tents);
- ◆ Conference services, including room rentals and audio / visual rentals.

Food and beverages shall be offered to the public at all times that reasonable demand for such services exist and as customary to similar establishments in the area.

Bidders should specify in detail its operational plan for maximizing the food, beverage and clubhouse assets at the facility, including any marketing plans and staffing plans.

The Bidder may also propose that various third-party catering firms can rent the clubhouse function rooms and kitchen on a per-event basis in order to maximize the utilization of the space and business volume.

Liquor License: The successful Bidder shall obtain a Liquor License for the Facility. Any required application fees, filing fees or background investigation fees and expense shall be the responsibility of the Bidder.

Background Investigations: Principals, shareholders and senior executives of all Bidders, and subcontractors if applicable, shall consent to a criminal background investigation by the Town to ensure that the successful Bidder shall be eligible to hold a Liquor License in the State of Connecticut. To expedite this process, background information forms shall be distributed only to those firms(s) selected by the Town who pass the initial proposal review. The Town reserves the right to reject any proposal if it believes that the Bidder will not be eligible to hold the Liquor License or if the background investigation reveals any information which the Town believes, in its sole discretion, would not reflect favorably upon the Town or the Facility or may raise a question as to the Bidder's fitness to operate the Facility.

Inspections/Review Procedures: For the purpose of inspection, the Town, directly or through agents, reserves the right to enter upon any part of the Facility at any time. Authorized Town personnel may conduct periodically scheduled inspections.

Permits & Leases: The Successful Bidder shall be required, to maintain all permits and licenses required to legally operate the Facility for its intended purpose.

Taxes & Utilities: The respondent shall pay all taxes levied on all equipment, goods or other personal property it owns and uses in connection with the golf course, pro shop and other parts of the facility during the terms of this Contract. The Club shall be exempt from municipal real property taxes ordinarily levied by the Town of Woodbridge as long as the facility is owned by the Town.

The successful Bidder shall pay before delinquency all charges for utilities, including electricity, gas, heating, cooling, refuse, water/sewer and telephones.

Maintenance and Repairs: The successful Bidder shall, to the satisfaction of the Town, provide normal and routine daily maintenance of the course and Facilities, designed to

keep the premises and equipment in a good state of repair, free from hazardous conditions and deterioration, thus providing for the comfort and safety of visitors and patrons. The standard to be used shall be consistent with a high-quality public golf course operations consistent with other similar facilities in the local market area.

During the term of the Contract, the Town may retain a golf course consultant to evaluate the golf course. Course deficiencies will be reported in writing to the successful Bidder and Town.

Bidder should submit a detailed minimum Maintenance and Repair budget, including a reserve for capital repairs and replacement.

Trash, Rubbish and Garbage Removal: The successful Bidder shall provide, all garbage, trash and rubbish receptacles within the confines of its area, and shall provide a sufficient number of these receptacles for its own use and for the use of the public. Dumping of receptacles and removal of trash, rubbish and garbage shall be the responsibility of the successful Bidder.

Environmental Responsibility: It is essential that the operation of the Facility be in accordance with the highest environmental standards. The Bidder will avoid harmful and wasteful management practices and products and will promote, wherever practical, environmentally-friendly, and sustainable practices and policies.

Furniture, Fixtures and Equipment: The successful Bidder will be required to repair and maintain all equipment and furnishings according to reasonable standards. The Town will make available all existing equipment "as is" upon the commencement of the Contract. Additionally, the successful Bidder will furnish all additions or improvements of equipment necessary for the successful operation of the Golf Course and shall replace at its own expense any equipment which may be provided by the Town under the Contract, which has been destroyed, damaged or reached the end of its useful life with like equipment. Upon expiration of the Contract, the successful Bidder shall redeliver said furniture, fixtures and equipment to the Town in like condition. The successful Bidder will submit to the Town an annual inventory of capitalized assets.

Facilities: The successful Bidder acknowledges it is receiving management control of the premises and personal property in good order and sanitary condition. The successful Bidder assumes sole responsibility for maintenance and repairs of all buildings and other improvements on the premises and will maintain the premises in good order and in sanitary and safe condition.

1.2. REPORTING, SYSTEMS AND OTHER DELIVERABLES

The successful Bidder is responsible for accurate accounting of all Facility revenues and expenses. Financial reporting requirements will be specified in the Contract once a successful Bidder is selected. The Town may require an annual audit by external auditors of the Town's choosing and reserves the right to review successful Bidder's records.

The successful Bidder shall maintain a reconciliation of inventory that will include identification of any Town-owned equipment, tools and/or supplies made available to the successful Bidder for its use.

The successful Bidder shall utilize a reputable and recognized Point Of Sale and accounting system that tracks operating and financial metrics and can generate reports to best help the operator manage the business while also providing the Town with detailed and accurate data on the Club's operations as required herein.

The successful Bidder will provide to the designated Town representative a monthly Report on all Golf Course, Golf Shop, Driving Range and Other revenues and expenses. Furthermore, successful Bidder will provide to the designated Town representative a Monthly Report of Activity that reflects the volume of various services performed and, at a minimum, detailed by the general category or type of service, total dollar sales with subtotals broken down by greens fees, cart rentals, golf shop sales and any other category of sales activity. Monthly reports shall not be required to be certified by an outside accounting firm, but shall be certified as true and correct by an officer of the Bidder.

The successful Bidder will provide evidence of any and all required insurance/bonding and Leases prior to commencing operation on the Golf Course site or facilities.

Please Note: All Bidders shall be responsible for assessing what, if any, POS and accounting systems (hardware and software) are presently installed at the Facility. All Bidders should anticipate providing their own systems upon Contract commencement.

1.3. SUCCESSFUL BIDDER RESPONSIBILITIES

Throughout the contract period, the successful Bidder shall, subject to any additions, clarifications, restrictions or limitations set forth elsewhere in this RFP, perform or cause to be performed all tasks specified by the Town or which may be necessary or appropriate in connection with the ongoing operation, management, promotion, maintenance, repair and general upkeep of the Facilities. In performing such tasks, the successful Bidder shall, at a minimum, do the following:

- Supervise the sales and marketing, advertising, promotion and publicity relating to the Facility.
- Prepare and submit to the Town any plans, books, records and other materials as specified elsewhere in this RFP.
- Maintain in full force and effect all operating contracts necessary or appropriate for the ongoing maintenance and operation of the Facility in accordance with this RFP.
- Interview, hire and supervise employees and staff needed for operation of the Facility subject to all Federal, State, Town and/or Local statutes or regulations regarding appropriate hiring practices, wages, benefits and other conditions of employment.

- The Contract shall require the awarded Bidder to comply with all applicable Federal, State, Town and local statutes, codes, regulations, Leases and permits which govern any and all aspects of its operations and to obtain and to maintain any and all required Leases and permits throughout the term of the Contract. The Town shall assist and cooperate as necessary to comply with awarded Bidders obligations.
- Suggest greens fee schedules and other fees for the Facility.
- Manage of play on the golf course and the operation of the Facility.
- Manage the Food & Beverage Services/Restaurant, if part of the Proposal.
- Supervise the physical maintenance of the Facility.
- Help budget, track, and pay when due, all costs and expenses of every kind, including all amounts due to the Town, associated with the management, maintenance and operation of the Facility, as provided for in this RFP.
- Subject to additional discussion with the Town, protect and safeguard (including the purchase of insurance at full replacement cost) the fine art (painting and sculptures) located inside and outside of the Clubhouse.
- Procure building security services to preserve and protect the Facility against fire, theft, vandalism and other perils.
- If alcohol beverages, including beer and wine, are sold or dispensed on the premises that comprise the golf course and golf facilities at any time during the term of the Agreement, the respondent covenants that it will at all times comply with all laws of the State of Connecticut and Town of Woodbridge governing the sale of such beverages.
- The respondent covenants not to discriminate with respect to employment, hiring, membership and use and enjoyment of the golf course and related facilities on the basis of race, color, creed, religion, age, sex, marital status, national origin, or physical or mental disability in violation of the laws of the United States or the State of Connecticut.

Restricted Activities of Successful Bidder

Without the prior written consent of the Town, which consent may be granted or withheld in Town's sole discretion, the successful Bidder shall not do, or cause or permit to be done, any of the following throughout the terms of the Contract:

- The Town's intent is that the Facility shall be a public facility that shall not restrict access by the general public. The Bidder shall be able to offer "annual"-type memberships so long as their offering and use does not prevent the general public from accessing the golf course. No membership plans or offerings shall create a liability which shall encumber the Facility or Town nor survive the Term of the Contract. Any membership offerings or plans shall be submitted to the Town for its prior approval.

- Borrow or lend money, or enter into any other agreement (except as may be specifically provided for elsewhere in this RFP) in the name of the Facility or Town.
- Enter into any agreement relating, directly or indirectly, to the Club which will survive expiration or termination of the Contract.
- Assign, transfer, pledge, compromise or release any of the claims of or debts due to the Town.
- Make, execute or deliver in the name of the Facility or Town, or with respect to any of the assets of the Town, any assignment for the benefit of creditors or any bond, confession of judgment, security instrument, deed, guarantee, indemnity bond or surety bond.
- Lease, sell, transfer, assign, convey, pledge, encumber, mortgage, hypothecate or otherwise dispose of Town-owned equipment and supplies of the Club or enter into any contract for such purpose without the express prior written approval of an authorized Town representative.
- In the name of or on behalf of Facility or Town, endorse any note, or become a surety, guarantor or accommodation party to any obligation.
- Violate any legal requirement of applicable rule, regulation or order of any Federal, State, Town or Local body.
- Engage in, permit, suffer or allow the occurrence of any storage, holding, release, emission, discharge, generation, abatement, disposition, handling or transportation of any hazardous waste. Notwithstanding the foregoing, the successful Bidder need not secure the prior written consent of Town before utilizing, in connection with the reasonable and necessary operation and maintenance of the Golf Course, fertilizers, pesticides, and fuel, provided such substances are utilized in compliance with all applicable laws and regulations and the necessary safety procedures are followed.
- Commence or maintain in the name of or on behalf of the Town any action or proceeding, whether judicial, administrative or otherwise.
- Make any deletion, addition, modification, improvement or other alteration to the Golf Course other than as expressly authorized in the RFP or agreed to in acceptance of a successful Bidder's offer submitted in response to the RFP.
- The successful Bidder may not, except as may be expressly provided for in successful Bidder's response to the RFP and accepted by Town, hire, employ, retain or contract to hire (other than as an employee of the successful Bidder) any entity to manage the day to day operation of any portion of the Facility.
- All trade names, trademarks, logos, emblems and similar identifying matters related to or used in connection with the Club shall be the sole and exclusive property of the Town, and all matters relating to their use shall be subject to the Town's approval in its sole judgment.

The successful Bidder covenants not to assign the Contract in whole or in part or sublet all or any part of the Club without the Town's prior written consent in each instance nor to use or permit the use of the leased premises for any purposes other than those described herein without the Town's prior written consent. The prohibition against assignment or subletting shall be construed to cover any assignment or subletting by operation of law.

1.4. GENERAL INFORMATION

Bidder must provide as part of its Proposal:

Firm name, address, telephone number, fax number and a primary contact person. Resumes and/or background information and experience of key management and operational staff who will be assigned to provide the services outlined in this RFP, including but not limited to:

- Technical training and education
- Experience with services being requested
- Qualifications and abilities to perform the services being requested

Bidder's background, including years in business, number of employees, areas of expertise and a list of relevant services the company provides.

A general business statement emphasizing bidder's experience in the management and operation of golf facilities and services similar to those specified. In the event that the bidder has provided such golf service on a contractual basis to a public agency or to a private entity, the bidder shall submit the name, address, and phone number of such clientele, and a brief description of the services provided and other pertinent data. In addition, the bidder must identify any such contracts that, within the last five (5) years, have been canceled or not renewed.

A complete list of golf courses managed or leased over the past five (5) years. Indicate which projects, if any, Bidder has been terminated by the client prior to the expiration of the agreement and for what cause. Provide any additional information on selected current and past clients as many be requested by the Town.

A minimum of five (5) business references giving names, addresses, telephone numbers, and the nature and length of time of the business association in each instance. These references must be persons or firms with whom you have conducted business transactions during the past (5) years.

A minimum of three (3) financial references giving names, addresses, and telephone numbers in each instance. It is required that at least one of the five references must be a bank or savings and loan institution; and the type of the relationship shall also be indicated, for example: checking accounts, savings accounts, real estate loans, or construction loans. At least one of these references must be a major supplier which ordinarily bills the respondent on a monthly basis, and has done so for at least three (3) years.

A list of bidders' litigation history for the past three (3) years concerning golf course operations including dates, court case citations, nature of dispute, and results.

Bidders must indicate its legal form of business organization (such as sole proprietorship, partnership, limited liability company, corporation or other).

1.5. SPECIFIC INFORMATION

Bidder's Operational Concepts and Plans: The Bidder must state fully its proposed operational concepts and plans in regard to the following:

- A. Overall Management & Business Plan for the Facility
- B. Detailed Concept and Plans for:
 - Ensuring that the Facility will be operated as a high-quality venue with superior customer service standards.
 - Training, Motivating and Managing Employees to Ensure that Superior Customer Service Standards are Achieved or Exceeded.
 - Golf Operations (greens fees, memberships, carts, pro shop)
 - Golf Professional and Instructions
 - Golf Tournaments and Special Events
 - Driving Range
 - Tennis and Pool Operations
 - Tournaments and Special Events
 - Food and Beverage Operations
 - Marketing the facility
- C. Other information the Bidder deems pertinent to demonstrating its qualifications to perform the services being requested

Insurance Requirements:

Insurance

The successful Bidder will be required to purchase all necessary Property and Casualty (an all-risk policy for full replacement value of all golf course improvements, structures, equipment and personal property), Worker's Compensation Insurance, General Liability Insurance, Liquor Liability Insurance, Pollution Liability Insurance and Automobile Liability Insurance. The successful Bidder shall purchase and maintain the insurance coverage with limits that will protect it as the successful Bidder from any and all claims set forth which directly or indirectly arise out of or result from the successful Bidder's operations under, and performance of the possible Contract whether such operation, or performance, be by the successful Bidder, agents, subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable. A Certificate of Insurance of all such insurance coverage carried by the successful Bidder shall be furnished to the Town within ten (10) days of notice of award and upon annual or semi-annual renewal, throughout the complete Contract Duration Period. Throughout the Contract Duration Period (including any exercised option period), the successful Bidder shall maintain coverage in no less than the minimum coverage limits listed below. The insurance companies providing coverage must have a B+ VI or better rating in the most current edition of *Best's Key Rating Guide* and be authorized to do business in the State of Connecticut.

- (a) Worker's Compensation Insurance: Worker's Compensation Insurance, including Employer's Liability at a minimum limit in accordance with Connecticut Statutes. Such insurance shall be in strict accordance with the requirements of the most current and applicable Town Worker's Compensation Insurance Laws in effect from time to time.
- (b) Comprehensive General Liability Insurance: Comprehensive or Commercial General Liability Insurance on an "occurrence" basis, with reasonably acceptable deductible, with a combined single limit for bodily injury and property damage of Five Million Dollars (\$5,000,000.00), or a limit carried, whichever is greater, covering Operations, Independent Successful Bidders, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Personal Injury and Explosion, Collapse and Underground Hazards. The limits of liability of the insurance coverage specified in this paragraph may be provided by any combination of primary and excess liability insurance policies.
- (c) Automobile Liability Insurance: Maintain owned, hired and non-owned automobile liability insurance covering all use of all automobiles, trucks, and other motor vehicles (including golf carts and other motorized golf course equipment unless liability shall be insured under (b) above, utilized in connection with the Contract with a combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000.00), or limit carried, whichever is greater.
- (d) Comprehensive Dishonesty, Destruction and Disappearance (3-D Bond): The successful Bidder shall obtain and maintain throughout the relevant Contract Duration Period (including any exercised option period) a 3-D Bond, or equivalent, in an amount not less than Two Hundred Thousand Dollars (\$200,000.00), or limit carried, whichever is greater, from a surety or insurance company authorized to conduct business in the State of Connecticut and acceptable to the Town covering as a minimum Depositor's Forgery and all employees who may handle funds or property in connection with the Golf Course.

Acknowledgement of Offer:

The Bidder by submission of its Proposal acknowledges that it has conducted such investigations and made such inquiries as it deems necessary to become fully familiar with the needs of the Town with respect to the management, operation and maintenance of the facility. Furthermore, the Bidder has not relied upon any representation or warranty of the Town or its agents or employees and has such skill, judgment and expertise in operating, managing and maintaining golf course facilities that it will be able to operate, manage and maintain the facility in a professional, high quality manner.

Approval by the Town: In any provision of this RFP or resulting Contract where the Town's approval or consent is required, the Town shall, except to the extent specifically stated to the contrary in such provision, have the right to withhold or refuse its approval or consent in the Town's sole and absolute discretion.

NON COLLUSION AFFIDAVIT

This Affidavit must be completed, notarized and attached to your Bid Proposal. Failure to do so will result in the rejection of your Bid. A separate Affidavit must be submitted by each principal of a Joint Venture.

City/Town

Woodbridge

Description of Project:

I, _____, acting in behalf of _____
(Name of Party Signing Affidavit) (person, firm, association, corporation, or organization)

of which I am _____, submitting a bid/request for proposal for the above project, certify and affirm that
(Title of Person)

the _____ has neither directly or indirectly entered into any agreements,
(person, firm, association, corporation, or organization)

participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with such bid.

False statements made herein may be the subject of criminal prosecution.

Name of Corporation or Firm

Signature and Title of Official Making the Affidavit

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public/Commission of the Superior Court

My Commission Expires: _____

CERTIFICATE OF CORPORATION

I, _____, certify that I am the _____ of the Corporation named in the foregoing instrument: That I have been duly authorized to affix the seal of the Corporation to such papers as require the seal; that _____, who signed said instrument on behalf of the Corporation, was then _____ of said Corporation; that said instrument was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

Signature of Person Certifying

DELINQUENT TAX AFFIDAVIT

This Affidavit must be completed, notarized and attached to your Bid Proposal. Failure to do so may result in the rejection of your Bid.

City/Town

Woodbridge

Description of Project: _____

I, _____, acting on behalf of _____ of which I
(Name of Party Signing Affidavit) (person, firm, association, corporation, or organization)

am _____, submitting a bid/request for proposal for the above project, certify and affirm the following:
(Title of Person)

1. the undersigned, certifies that neither the above-captioned entity, nor individually, owes delinquent taxes or any other financial obligation to the Town;

2. the undersigned has (check one)

_____ (a) filed a list of taxable personal property with the assessor for the most recent grand list as required by state statute, or

_____ (b) is not required to file such list

To the best of my knowledge and belief no affiliated entity of the undersigned, either directly or through a lease agreement, owes taxes to the Town;

To the best of my knowledge and belief the following are the names of all persons who are owners or officers of the undersigned.

(attach additional sheets if necessary)

False statements made herein may be the subject of criminal prosecution.

Name of Corporation or Firm

Signature and Title of Official Making the Affidavit

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public/Commission of the Superior Court

My Commission Expires: _____

CERTIFICATE OF CORPORATION

I, _____, certify that I am the _____ of the Corporation named in the foregoing instrument: That I have been duly authorized to affix the seal of the Corporation to such papers as require the seal; that _____, who signed said instrument on behalf of the Corporation, was then _____ of said Corporation; that said instrument was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

Signature of Person Certifying

Certification of Bidder

Concerning Equal Employment Opportunities and/or
Affirmative Action Policy

I/we, the bidder, certify that:

- 1) I/we complies with the equal opportunity clause as set forth in the Connecticut state law.
- 2 I/we do not maintain segregated facilities;
3. I/we have filed all required employer's information reports;
4. I/we list job openings with federal and state employment services;
5. I/we are in compliance with the American with Disabilities Act;
6. I/we (check one):
 Have an affirmative action program, or
 Employ ten or fewer people

Bidder-Company Name

Name

Title

Signature

Date

**ARTICLE XVII
Golf Commission****§75-87. Establishment.**

There shall be established in the Town of Woodbridge a Commission known as the "Woodbridge Golf Commission".

§75-88. Purpose.

The Commission shall be responsible for acting as the agent of the Board of Selectmen in matters related to the operation, maintenance and management of the Town owned Country Club of Woodbridge located on Woodfield Road, which presently consists of a golf course, driving range, swimming pool, tennis courts, club house, restaurant and any related recreational facilities currently located therein.

§75-89. Membership.

The Commission shall consist of seven members appointed by the First Selectman and approved by the Board of Selectmen. The term of office of the initial appointees to such Board shall expire in rotation, as provided by Charter in such fashion that the term of not more than three of the members of such Board shall expire at the same time.

§75-90. Duties and Powers.

The Commission shall have the following powers:

- A. to make recommendations to the Board of Selectmen concerning the hiring of a professional golf management company, consultants, greens keeper and such other employees as are in its judgment necessary for the proper operation of the Country Club of Woodbridge;
- B. to make rules and regulations governing the use of said municipally owned Country Club of Woodbridge, provided that any proposed regulations shall be submitted to the Board of Selectmen for approval;
- C. to establish and revise annually fee schedules based upon maintaining the course as self-supporting with preferred fees being offered to the residents of the Town Of Woodbridge, upon prior approval of the Board of Selectmen;
- D. to meet on a regular basis, oversee the activities of the Country Club of Woodbridge, and inform the Board of Selectmen about said activities at Board meetings;
- E. to manage the expenditure of all funds allocated to the operation of said municipally owned Country Club of Woodbridge in consultation with and approval of the Board of Selectmen and Board of Finance;
- F. to maintain financial records in accordance with the methods developed by the Town's Director of Finance and Operations.