

Request for Proposals (RFP)

**Lease / Concession of the Country Club of Woodbridge
Golf, Tennis, Pool and/or Restaurant and Banquet Facilities**

Woodbridge, Connecticut

**MANDATORY PRE-PROPOSAL
CONFERENCE DATE: July 15, 2010, 10:00 AM**

PROPOSAL DUE DATE: September 6, 2010

PROPOSAL DUE TIME: 4:00 P.M.

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

Mr. Matthew D. Galvin
Executive Vice President
Golf ProfitBuilders, LLC
C/O RDC Golf Group, Inc.
375 Forsgate Drive
Monroe Twp., NJ 08831
732-656-8902 fax

Send or hand-deliver Proposals to:

Mr. Anthony Genovese
Director of Finance
Town of Woodbridge
11 Meetinghouse Lane
Woodbridge, CT 06525
203-359-3482

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. *Technical Proposal*
 - 3.1.2. *Pricing Proposal*
 - 3.1.3. *Contract*
- 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 Interpretatio
- 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" 2009 and 2010 revenue and expense information from MDM Golf. - To be Distributed at the Pre-Bid Meeting

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

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 under a Lease Agreement (“Contract”) for The Country Club of Woodbridge (the “Club”). The successful Bidder shall operate the golf course and its appurtenant facilities, the tennis courts pro shops, banquet rooms, bar and restaurant (collectively, the “Facility”). The Term of the Lease Agreement shall be not less than ten (10) years nor more than twenty (20) years commencing January 1, 2011, and the Bidder shall specify interest in a specific time period. The successful Bidder shall pay the Town an annual rental fee and shall retain all revenues and be responsible for all expenses, including the assumption of certain required capital improvements. It is also the Town’s priority to attract lease payments and revenue sharing to fund the Town’s acquisition debt service.

The Town seeks to accomplish this through a combination of base rent and percentage rent. The Town will also consider alternate proposals from Bidders, including the possible sale of the Club.

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

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.

The Town is willing to entertain the sale of the Club as part of lease-ownership proposal or an outright sale. Any such sale shall require a deed restriction / conservation easement requiring that the Club remain undeveloped open space. Bidders may propose such options in addition to the minimum proposal requirements set forth herein.

Golf ProfitBuilders, LLC is a golf industry consulting firm that has been retained by the Town to coordinate this RFP process and assist with the proposal evaluations. Golf ProfitBuilders is owned by RDC Golf Group, Inc. Golf ProfitBuilders, its parent entity and their affiliates shall not submit bids for this RFP. In cases where current or former clients of Golf ProfitBuilders or RDC Golf Group submit proposals under this RFP, Golf ProfitBuilders shall recuse itself from evaluating those proposals. Furthermore, it should be stressed that the Town shall make all decisions regarding the evaluation of proposals and the awarding of the Contract.

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, half-way house, 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:

- o Renovated tennis courts
- o New pool pumps, drains and various plumbing
- o Partial repair and replacement of the clubhouse roof
- o Improvements to bring all fire and safety requirements up to code, including the Ansul systems, safety egress lights, fire suppression / sprinkler system
- o HVAC control repair and replacement; and
- o 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 golf season and for the remainder of 2010 the Club is being operated pursuant to a short term lease by a local golf company, MDM Golf Enterprises. Except as disclosed by under Exhibit "A" attached hereto, the Town does not possess any historical operating statistics or financial Statements. **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. MANDATORY PRE-BID CONFERENCE & KEY DATES

2.1. PRE-BID CONFERENCE

A mandatory Pre-Bid Conference will be held at the Club on **July 15, 2010 at 10 AM**. In order for a Firm's proposal to be considered, at least one representative from the Firm MUST attend the Pre-Bid Conference. Failure to attend shall result in rejection of a Proposal from consideration. Representatives of Golf ProfitBuilders and the Town will be present to answer any questions regarding the services requested or Proposal procedures.

A 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.

Only those potential Bidders in attendance at the Pre-Bid Conference, evidenced by a registration sign-in sheet, shall receive updates, revisions or any other communication from the Town or Golf ProfitBuilders relating to this RFP

Key Dates

The following is a listing of key dates and deadlines. Any changes to this schedule shall be communicated to the registered attendees of the Pre-Bid Conference:

July 15, 2010	Mandatory Pre-Bid Conference & Open House
July 29, 2010	Facility Open House
August 16, 2010	Deadline for submission of (written) questions.
August 23, 2010	Target date for responses to all written questions.
September 6, 2010	Proposals due by 4:00 PM.
September 2010	Interviews with selected Bidders.
October 11, 2010	Target date for Contract discussions with selected Bidder.
December 1, 2010	Deadline for Contract completion with successful Bidder.
January 1, 2011	Commencement of Contract.

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. See Pricing Proposals below.

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 and Golf ProfitBuilders 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 to acquaint themselves with existing conditions of the Facility shall not create any liability for the Town its agents and Golf ProfitBuilders.

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 GOLF PROFITBUILDERS, IN WRITING, AND GOLF PROFITBUILDERS 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.
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- 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.
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- 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 consider all current employees who are interested in continued employment.

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. The decision by the Town is subject to final Town Meeting approval.

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 2008 and 2009.

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 2008 and 2009 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 include 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 the necessary line of credit or financial resources required to equip, operate and make improvements to the golf course facilities during the contract period.

C. 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.

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

E. 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.

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.

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. PAYMENT TERMS

Lease Fee payments to the Town shall be made on or prior to the first of each month. Revenue Sharing payments, if applicable, shall be made within 30 days after the end of the month for which respective payments are calculated.

4.6. 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.

4.7. EVALUATION FACTORS

An evaluation committee consisting of Town officials and Golf ProfitBuilders 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.
- Financial resources to operate and maintain the facilities properly and make ongoing improvements. The availability of both investment capital and operational capital will be important factors in determining financial capability.
- Bidder's proposed capital improvements to the facility.
- Income stream to the Town.

4.8 BID SECURITY DEPOSIT & CONTRACT SECURITY DEPOSIT

All Proposals must include a Bid Security Deposit. The Bid Security Deposit must be in the form of a cashier's check or certified check made payable to the Town of Woodbridge in the amount of Twenty Thousand Dollars (\$20,000.00). The Bid Security Deposit shall serve as liquidated damages should the selected Bidder(s) not execute the Contract. Bid Security Deposits received from Bidders not selected shall be returned within three (3) business days following the Town's execution of a contract with the selected Bidder.

Proposals without the Bid Security Deposit shall be considered non-responsive and shall not be considered. Enclose the Bid Security Deposit with the Price Proposal.

The Bid Security Deposit shall be returned to the successful Bidder upon delivery to the Town of the Contract Security Deposit.

The Contract Security Deposit shall be equal to six (6) months minimum Lease Payment (calculated using the average monthly Lease Payment over the life of the Contract). The Contract Security Deposit shall be in the form of either: (1) a cash security deposit held by the Town in a Town account; or (2) an irrevocable letter of credit or performance bond issued from a reputable financial institutions acceptable to the Town which can be drawn on by the Town following a Contract default which remains uncured. The letter of credit shall be renewed annually during the Term of the Contract, with written proof of renewal submitted to the Town not less than fifteen (15) business days prior to the expiration.

4.9 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 provided 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 Town 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, Golf ProfitBuilders, 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

SCOPE OF MANAGEMENT SERVICES

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 January 1, 2011 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 includes personal property and equipment which the Town believes is adequate and necessary to conduct the scope of business requested through this RFP. A detailed listing of all personal property shall be provided by the Town in advance of the Proposal Deadline. Notwithstanding the foregoing, all Bidders must determine if additional personal property and equipment, including information systems shall be required to properly operate the Facility for its intended use. It shall be the responsibility of the Bidder to procure or supply any additional personal property required. Upon expiration or termination of the lease term, the Bidder shall return to the Town personal property of the same approximate value, condition and functionality as the personal property provided to the successful Bidder at the lease commencement.

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, 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 Operations / Public Access: Bidder shall state its policies with respect to tee time management, tournaments and other special events. Membership plans may not be offered without the Town's prior approval. Bidders should specify in detail any proposed membership plan(s) and how those can be offered without limiting access to the Facility by the general public.

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 Town will cooperate with the successful Bidder (within legal requirements) to obtain a Liquor License for the Facility to the Bidder. 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 Lease 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 Lease 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.

Golf Fees and Other Pricing: All prices charged including, but not limited to, greens fees, cart fees, driving range fees, tennis court fees, merchandise prices, room rental fees and food and beverage pricing will be posted on the premises at those locations where such fees are normally paid or readily made available to the general public.

Proposed Fees: The Proposal should state the proposed greens fees, cart fees and all other normal and customary charges. The Facility should be made available to residents of the Town of Woodbridge at rates not less than twenty percent (20%) lower than those charged to non-residents. Notwithstanding this, the Bidders may charge market-rate prices for all products and services. Notwithstanding the above, the resident discount shall not apply to the sale of food and beverages or merchandise or to charges passed-through from third parties, such as golf handicapping fees.

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, at its sole expense, 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, at its expense, 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, at its own cost and expense, 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, at its own cost and expense, 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. CAPITAL IMPROVEMENTS:

The Bidder should provide in response to this RFP an offer to fund capital improvements during the respective contract period. The offer should be clear with respect to the financing of such capital improvements. Capital improvement concepts and plans for consideration should be submitted for any area of the Golf Course operation including, but not limited to, the following types of facilities: golf course, driving range, clubhouse, golf shop, tennis courts and pool.

It is the intent that the Bidder shall be responsible for making capital repairs and improvements to the Club and its facilities on an ongoing basis during the term of the Contract. Notwithstanding this, the Town shall be responsible for certain major capital repairs that may become necessary and which are outside the scope of a day-to-day operation and whose useful life following the repair or improvement will materially outlast the remaining duration of the Contract term.

For evaluation purposes, the Bidder should ensure that its proposal addresses the following items in detail: (a) Flat dollar amount or percent of revenue to be used for capital improvements and method of handling capital funds and (b) Definition of capital improvements including minimum dollar figure and life expectancy for improvements.

Capital Improvements Plan: All capital improvement designs and plans relating to the golf course and buildings shall be subject to prior approval by the Town.

Alterations/Additions to Premises: No alterations or additions shall be made to the Facility, or any part thereof, without first having obtained the written consent of the Town. Authorized alterations or additions shall be made at the successful Bidder's expense and shall become the property of Town at the expiration or termination of the Contract.

Liens: The successful Bidder shall not have the right to create or permit the creation of any lien attaching to interest in the premises as a result of any construction of capital improvements, alterations or additions.

Closure: In implementing the Capital Improvements Plan, the successful Bidder will make an effort to avoid closing portions of the golf course, clubhouse or other facilities. Closure of any part of the facility for the purpose of performing capital improvements or for any other purpose will require the Town's advance written approval, except for instances when unanticipated emergency improvements must be made immediately in order to protect life/property or if such closure should result from acts of force majeure or acts of God.

Oversight: Without in any way modifying, impairing, or otherwise affecting the successful Bidder's obligations throughout the contract period, the Town shall, at its discretion, inspect all alterations of and capital improvements to the Golf Course. In connection therewith, the successful Bidder shall take such actions as the Town may direct and all steps necessary or appropriate to cause such alterations and/or capital improvements to be completed in a timely, efficient, economical and workmanlike manner, and in accordance with all applicable Federal, Town and/or Local building and safety standards and specifications.

1.3. MARKETING & PROMOTIONS:

The Bidder shall provide a detailed overview of marketing & promotions related to general Facility operations. In doing so, the Bidder should address the following:

- Marketing program;
- Community outreach programs;
- Promotions to gain the support and interest of citizen groups, clubs and organizations; and
- Programs designed to maximize financial performance.

The Bidder should also describe its plan to make the facility available and attractive to Town residents including possible uses for swimming and tennis classes, use of the facility by various Town high school sports teams (golf, swimming, tennis, etc.) as well as other creative programs to be offered to Town residents, such as special discount days.

Signage: The successful Bidder shall coordinate the wording and placement of any signage with the Town prior to placement.

Naming Rights:

The Town will retain the naming rights to the Golf Course throughout the term of the Contract unless otherwise negotiated and agreed-upon. If the Bidder feels that the Facility name should be changed for advantageous marketing purposes, it should submit such proposals for the Town's consideration.

1.4. GOLF COURSE MAINTENANCE:

The following is a brief summary of the Minimum golf course maintenance standards required under the Contract. Bidders are encouraged to submit additional maintenance standards, that if accepted, will become part of the Contract.

Greens

- Overview: All greens should be smooth, uniformly turfed, firm but not hard, well defined and free of all major pest problems. Cups, poles and flags are to be uniform, clean and in good repair.

Mowing frequency	Daily
Mowing equipment	Walk Mowers or Triplex
Cutting height	1/8 - 3/16 .125 - .187
Daily Putting speed	9.0 - 10.5
Cups changed	Daily >100 Rounds
Ballmarks repaired	5-6x/wk
Amenities:	Meet or exceed competition
Tournament poles	
Zinc cups	
Logo flags	
- Course Logo	
Replace flags & cups	2-3X/year

Tees, Collars & Approaches

- Overview: Tees smooth, turfed, level, firm but not hard, clean, properly directed, with amenities in good condition and repair, consistent and uniform. Markers rotated consistent with cup rotation system and aligned with the line of play.

Mowing frequency	3-4X/week
Mowing equipment	Walk Mowers or Triplex
Cutting height	3/16 – 5/8 .187 - .625
Greens Approach & collar cut Frequency	3-4X/week
Tee markers changed	Daily >100 Rounds

Divots repaired (par threes)	5x/wk
Divots repaired (par 4s/5s)	3x/wk
Amenities:	Meet or exceed competition
Ballwashers/trash containers	
Benches as needed	
Tee signage	
Yardage monuments	
Divot bottles on carts	
Divot buckets on Par 3's	
Course Restrooms	
- Service Frequency	Daily
<i>Fairways</i>	
Overview: Smooth, uniform turf cover, stripe-mowed, clean, firm but not hard, well defined and contoured to properly support the ball for play.	
Mowing frequency	3 - 4X/week
Mowing equipment	
- cool season turfgrass	5-plex
Cutting height	1/2 - 5/8 .500 - .62
Divot repair	1x/Bi-wkly
Yardage markings	clean and repaired
<i>Roughs</i>	
Overview: Properly mowed and trimmed, clean and adequately uniform for play, distinct in height from fairway and intermediate rough.	
Mowing frequency	1-2X/week
Mowing equipment	Rotary or reel mower
Courteous Cut/Step Cut	Rotary or Reel Mower
Cutting height (effective)	
Cool Season	1.5 - 3.0
Courteous Cut/Step Cut	1.25-1.5
Mowing - green/tee banks	1- 2X/week
Chemical trimming of trees & fences Optional	
White O.B. stakes	Yes
Yellow/red hazard stakes or marking	Yes

Bunkers

- Overview: Clean, well-defined, weed-free, raked and edged, well-drained, uniform and consistent throughout each bunker and the golf course. Minimum sand depth of four inches.

Mechanical or hand raking frequency MUST INCLUDE WEEKENDS AND HOLIDAYS

- | | |
|-------------------|-----------|
| - Green bunkers | 3-4X/week |
| - Fairway bunkers | 3-4X/week |

Spot check/raking by hand

- | | |
|-------------------|-----------------|
| - Green bunkers | Balance of days |
| - Fairway bunkers | Balance of days |

Edging - Cool & Warm Season Grasses

- | | |
|-------------------------|-------------|
| - Mechanical (interval) | 8 -10 weeks |
|-------------------------|-------------|

Cart Paths & Traffic Control

- Overview; All paths clean, well defined, edged, smooth, in good repair, well-drained and properly located with adequate width and proper surface for use. Curbing should be used for traffic control wherever possible. Hole signage and directional signage should be used consistently throughout the property, keeping aesthetic value and safety in mind.

Edging

- | | |
|-------------------------|------------|
| -Cool Season (Interval) | 8-10 weeks |
|-------------------------|------------|

Sweeping/Blowing Paths

- | | |
|------------------|------------|
| -Green/Tee areas | 1 -2x/week |
|------------------|------------|

Irrigation

- Overview: The irrigation system, including all pumps, valves, control systems, wiring and computer systems shall be maintained in good working order and operable at all times. The system shall be winterized each fall to prevent freeze damage. Routine maintenance is an operating expense. Major repairs may be classified as a capital expense.
- Water conservation. The operator shall employ prudent water conservation measures to preserve the natural resource as well as to efficiently irrigate the turf if paying for the water (effluent or municipal water).
- Irrigation schedule. The Superintendent shall supervise the irrigation schedule to ensure that it provides the necessary water to the root zones as needed for healthy turf, taking into account local weather issues, disease issues, rate of plant growth and property-specific issues. Wetting agents and other methods can be employed as needed to improve irrigation effectiveness.

Clubhouse Grounds

- Overview: Neat, well maintained grounds. Lawns with minimal weeds, mowed and edged, flowers of the season well cared for and properly rotated. All beds free of weeds, leaves and litter. All grounds free of litter and debris.
- Parking lots and sidewalks policed for litter daily and blown with blower or swept as needed prior to guests/members arrival or at night after closing.
- Lawns will be mowed one to two times per week and fertilized, irrigated, and edged on a regular basis.
- Landscape materials will be designed and installed to support either sun or shade as the areas present themselves. All plant material shall be fertilized, properly pruned and pest free. Annual plantings should be rotated two to three times during each season.
- Annuals and perennials will be planted in properly amended soil and support sun or shade as the areas present themselves.

Water Bodies

- Overview: Clean, well defined, minimal weeds and noxious growth. Marked attractively in accordance with USGA rules and materials.

Driving Range & Practice Center

1. PRACTICE GREEN STANDARDS:

- Overview: All practice greens should be as similar as possible to well-maintained course greens: smooth, uniformly turfed, firm but not hard, well defined and free of all major pest problems. Amenities should be uniform, clean and in good repair.

Mowing frequency	Daily
Putting speed	1/8 - 3/16 .125 - .187
Daily putting speed	9.0 - 10.5
Cups changed	2-3x/wk
Amenities:	Meet or exceed competition

2. RANGE LANDING AREA STANDARDS:

- Overview: Range landing areas should be clean, uniformly turfed and mowed, weed free and well marked to direct players. Nets and screens, when used, should be in good repair, and uniformly and neatly trimmed.

Mowing frequency	1 - 2X/week
Mowing equipment	5-plex, rotary or gang mws

Cutting height	Fwy/Rgh
Target greens	Yes
Target grn overseeding if applicable	Yes
Yardage markers or flags	Yes
3. PRACTICE TEE STANDARDS:	
Overview: All practice tees should be smooth, completely turfed within the current line location, level, firm but not hard, clean, properly directed. Amenities should be in good condition and repair, consistent and uniform. Mats, if used, should be clean and in good repair and replaced as necessary to ensure quality.	
Mowing frequency	3X/week
Mowing equipment	Triplex
Cutting height	3/8 - 5/8 .375 - .625
Line location changed	Daily
Divots repaired	3-4X/week
Amenities:	Clean and in good repair
Trash containers	Yes
Benches	Yes
Club washer	Yes
Spike Brushes	Yes
Bag racks	Yes
Drinking water	Yes
Yardage Marking system @ Tee	Yes
TREE TRIMMING	
Overview: All trees that prevent 100% turf grass coverage in the “in play areas” due to light exclusion must be selectively pruned. Trees that impose a safety threat to golfers or staff (falling branches etc.) must be removed or selectively pruned. Tree canopy height shall be consistent throughout the golf course. Stumps are unacceptable in play areas with the exception of areas designated as natural habitats. Trimming and removal will be in accordance with Town policy.	
<u>MAINTENANCE FACILITY STANDARDS</u>	
<i>Maintenance Building Interior</i>	
- Building should be secure with the use of alarms, dead bolts, pad locks on gates and storage areas. Consider changing the coding within 24 hours when attrition occurs of any co-worker who has had the code. - All fire extinguishers should be located at doorways or fire-prone areas of the building. The fire extinguishers need to be checked annually for proper working condition.	

- All flammable material must be kept in a flammable resistant cabinet or in compliance with local fire code standards.
- Proper storage of waste oils in secondary containment tubs is mandatory.
- The oil drums for waste and new oil need to be properly marked.
- Container of absorbent (turface or comparable product) to address spills.
- Provide adequate lighting, ventilation and heated workspace in the shop. The electrical receptacles should have grounding protection with 3-prong plugs throughout the shop.
- All parts should be stored in storage compartments or bins that are properly marked for easy inventory control.
- Shop should be organized and free of debris and clutter.
- Shop towels or throw-a-ways supplied along with hand cleaning gel for all co-workers.
- Shop floor should be clean and free of objects that may be a risk of injury to the employee.
- Designated rack to hang foul weather gear.
- Eye wash kit, either portable or permanent, should be in all shop facilities.
- Drinking water, hot and cold water, and bathroom facilities are mandatory.
- Equipment should be parked in designated areas with well-defined, passable walkways.
- Hand tools should be in good condition (shovels, rakes etc.) and should be organized and stored in a hanging position on the wall.

Maintenance Building Exterior

- Equipment should be secured and in working order. All abandoned equipment should be broken down and salvaged for parts or removed from the property by beginning of heavy mowing season.
- Exterior of the building should be clean, painted and properly lighted.
- Wash pad area should be clearly defined and used in accordance with local and other ordinances.
- Proper storage of top dressing, aggregates and mulch should be in a designated area away from contamination. This may be storage bins, asphalt pads or a level area of ground.
- Roof and rain gutter should be clean.
- Designated employee parking should be provided and identified.
- Garbage bin area should neat and clean with adequate dumpster size based on season.
- Area should be kept free of weeds.

Pesticide, Fertilizer and Seed Storage

- Pesticide room should be clean, organized and contain chemicals that will be used for the current season-- out of date chemicals must be disposed of in compliance with the local pesticide laws and regulations.

- Spill response kit should be available in pesticide storage area.
- Exterior of room should be properly marked in compliance with local pesticide laws and regulations.
- The pesticide room should have a secure lock and remain locked if a certified applicator is not in the immediate area.
- Adequate lighting with proper covering over the lights.
- Adequate ventilation and proper temperature maintained per label recommendations.
- Shelving should be plastic or galvanized steel for easy cleaning (no wood).
- A form of secondary containment should be established for any liquids. This could be the entire building or Tupperware or other tubs to hold the capacity of the liquid products.
- List of emergency phone numbers should be posted inside the pesticide facility.
- Inventory of chemicals should be available in superintendent's office.
- All materials should be stored ONLY in original containers.
- Wall-mounted eyewash station near the pesticide facility and mixing station should be provided.
- Fertilizer and other granular products should be neatly stacked, clean and organized.
- Seed should be stacked neatly on pallets or in containers to reduce waste and contamination.

Lunch Room

- The maintenance department should have a lunch area that accommodates the staff.
- Lockers or other designated area for personal gear should be provided.
- Adequate lighting and seating for employees to eat lunch and have meetings should be provided.
- Lunchrooms should have adequate heat and air conditioning where appropriate. The counter tops need to be non-porous material that will be easy to clean. The flooring needs to be an easy to clean surface and the walls need to be well kept and painted.
- Laminated poster addressing federal standards must be posted.
- Emergency phone numbers must be posted.
- Lunchroom and bathrooms should be clean and organized at all times and contain no old broken down sofas or other furniture.
- Lunchroom should have a quality table and chairs, microwave(s), refrigerator, and hot plate(s) or stove as preferred by staff.
- First aid kit properly stocked and visible to co-workers should be provided..

1.5. 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.

Within 90 days after each fiscal year, successful Bidder will provide an Annual Report including a Statement of Revenues and Expenses (detailed by revenue and expense line items), a Balance Sheet and a Statement of Cash Flows certified as true and correct by the Chief Executive Officer or Chief Financial Officer of the Bidder. Additionally, the Annual Report should include a narrative status report on the state of the Facility's condition, status of the capital improvement plans and a report on the number rounds of golf played.

The Town reserves the right to audit the books and records of the Bidder with respect to the Club's operation. The cost of the audit shall be the responsibility of the Town and operator 50% / 50%. However, if the audit reveals a material deviation from the reports previously certified by the Bidder the cost of the audit shall become the full responsibility of the Bidder.

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 POS 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 Quarterly 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 Quarterly 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. Quarterly 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.

1.6. 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, 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 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.
- Establish 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.
- 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 Lease, the respondent covenants that it will at all times to 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 majority of tee times available during normal operating hours – including weekends and holidays. 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, 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.

1.7. 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 respondent's experience in the management and operation of golf facilities and services similar to those specified. In the event that the respondent has provided such golf service on a contractual basis to a public agency or to a private entity, the respondent 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 respondent 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 o 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 respondents' litigation history for the past three (3) years concerning golf course operations including dates, court case citations, nature of dispute, and results.

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

1.8. 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
- 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, Golf ProfitBuilders 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.

Bid Transmittal Form

All Bidders must complete this page and submit it with their Technical Proposal.

A letter of transmittal indicating the respondent's interest in providing the service and any other information that would assist the Town in making a selection. This letter must be signed by a person legally authorized to bind the firm to a contract. The respondent must include with its letter of transmittal a current certificate of good standing or certificate of authority indicating that respondent is authorized to do business in Connecticut, or shall become authorized if selected.

Bidder is submitting this proposal for (check where applicable):

Golf Operation Only ☐

Food and Beverage / Clubhouse Operation Only ☐

Both Golf and Food and Beverage / Clubhouse Operation ☐
(with or without a joint-venture partner)

Bidders: Please check in the boxes below to confirm that you submitting the following forms:

- ☐ Non-Collusion Affidavit
- ☐ Delinquent Tax Affidavit
- ☐ Certification of Bidder
- ☐ Addendum Receipt(s)

This Proposal is hereby submitted by:

Company name: _____

Address: _____

Telephone number: _____

Signature

Date

Taxpayer Identification Number _____

Typed name & Title of individual signing proposal

Pricing Proposal

The Pricing Proposal and the Bidder's response to it will be incorporated into the final Contract.

The Contract Duration Period indicated below is an example term to be used as a guideline when submitting the Proposal. The Bidder is encouraged to submit several options and alternative Pricing Proposals that are commensurate with proposed terms and capital investment arrangements. In addition to a monthly Lease Fee payment the Bidder should indicate any additional forms of payment to the Town based on the Gross Revenue. The Bidder should also provide information with regard to any amount of funds that the Bidder would intend to commit towards capital improvements during each year of operation. Any other reimbursements or revenue streams to the Town that are anticipated by the Bidder should be clearly identified and detailed in the Bidder's response to the RFP. As part of its Pricing Proposal response, the Bidder should include a preliminary budget for the initial 5 years of the Contract Duration Period which provides details regarding all estimated revenues and expenses reflects anticipated net operating income.

Lease Fee Payment

The Bidder agrees to pay to the Town annual Lease payments as follows [in twelve (12) equal monthly installments unless otherwise noted]:

Annual Payment

Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Year 4	\$ _____
Year 5	\$ _____
Year 6	\$ _____
Year 7	\$ _____
Year 8	\$ _____
Year 9	\$ _____
Year 10	\$ _____
(years 11 – 20 optional)	
Year 11	\$ _____
Year 12	\$ _____
Year 13	\$ _____
Year 14	\$ _____
Year 15	\$ _____
Year 16	\$ _____
Year 17	\$ _____
Year 18	\$ _____
Year 19	\$ _____
Year 20	\$ _____

Additional Revenue Sharing

In addition to the annual Lease fee, the Bidder should indicate below and expressed as a percentage, the additional amount that will be paid to the Town based on Gross Revenues. "Gross Revenues" shall mean gross receipts of every kind and nature from the use and operation of all or any portion of the Facilities whatsoever, whether for cash, credit or barter, including, without limitation, merchandise sales; green fees; cart rentals; driving range revenues; receipts from vendor machines; proceeds of any business interruption insurance (net of reasonable costs of settling such claim with the insurance carrier). Gross Revenues shall not include amounts received as rebates, refunds and discounts (but not credit and card discounts paid to a credit card system) to customers given in the ordinary course of obtaining such revenues; excise, sales, use and similar taxes collected directly from customers as a part of the price of any goods or services and which are accounted for to any governmental agency or authority; tips and gratuities paid to employees; or income or interest derived from cash, securities, and other property acquired and held for investment.

Gross Revenues shall include initiation fees and (non-refundable) deposits, if any, paid pursuant to any membership offering during the term of the Contract.

Gross revenues shall also include a reasonable allocation, as determined by the Town, of any income received by the Bidder for use of the Facility by customers of any of the Bidder's other facilities, such as but not limited to reciprocal access. Gross Revenues for the Facility may not be co-mingled with other operations of the Bidder and any reciprocal rights or other cross-utilization programs must be approved in advance by the Town.

Period	% of Gross Revenues
Year 1	_____
Year 2	_____
Year 3	_____
Year 4	_____
Year 5	_____
Year 6	_____
Year 7	_____
Year 8	_____
Year 9	_____
Year 10	_____
(years 11 – 20 optional)	
Year 11	_____
Year 12	_____
Year 13	_____
Year 14	_____
Year 15	_____
Year 16	_____
Year 17	_____
Year 18	_____
Year 19	_____
Year 20	_____

Capital Improvements

The successful Bidder proposes to provide and fund not less than the stated amount of capital improvements shown for each year of the Contract years listed below:

Period	\$ amount or % of revenue amount, or combination.
Year 1	_____
Year 2	_____
Year 3	_____
Year 4	_____
Year 5	_____
Year 6	_____
Year 7	_____
Year 8	_____
Year 9	_____
Year 10	_____
(years 11 – 20 optional)	
Year 11	_____
Year 12	_____
Year 13	_____
Year 14	_____
Year 15	_____
Year 16	_____
Year 17	_____
Year 18	_____
Year 19	_____
Year 20	_____

Alternative Proposals – Including Club Purchase.

Bidders may submit alternative compensation proposals for consideration by the Town, including the potential sale of the Club to the Bidder, but only in addition to the above requirements.

This Proposal is hereby submitted by:

Company name: _____

Address: _____

Telephone number: _____

Signature

Date

Taxpayer Identification Number _____

Typed name & Title of individual signing proposal