

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF NORFOLK

BID PROPOSAL

Sealed bids will be received at the office of the Norfolk County Commissioners, Administration Building, 614 High Street, PO Box 310, Dedham, MA 02027; for: GOLF PROFESSIONAL/PRO SHOP MANAGER FOR A PERIOD OF THREE (3) YEARS WITH AN OPTIONAL TWO (2) YEAR RENEWAL FOR THE WOLLASTON RECREATIONAL FACILITY

To be considered bids must be received by 11:30 AM on OCTOBER 27, 2010 at which time and place they will be publicly opened and read. Envelopes containing bids must be clearly marked on the outside "Bid" for:

GOLF PROFESSIONAL/PRO SHOP MANAGER FOR A PERIOD OF THREE (3) YEARS WITH AN OPTIONAL TWO (2) YEAR RENEWAL FOR THE WOLLASTON RECREATIONAL FACILITY

Bids received after the hour named will not be accepted.

A performance bond in the amount of \$10,000 and a certificate of insurance will be required. Bidding procedures shall be in accordance with the General Laws, Chapter 30B and Chapter 30 Section 39M, Chapter 149 Sections 44A – 44J as most recently amended, and other applicable laws.

Details of the contract requirements and specifications shall be obtained at the Commissioner's Office (PURCHASING) in the Administration Building, second floor, between the hours of 8:30 AM and 3:30PM.

The Norfolk County Commissioners reserve the right to accept or reject any or all bids; or to accept any bid or portion thereof, deemed by them to be in the best interest of the County.

Bidders are put on notice that the Commissioners neither individually nor collectively are to be contacted, nor will they discuss any bids prior to the scheduled opening. Prior questions or concerns about the bids should be presented to Nancy R. McNealy, Chief Procurement Officer.

Francis W. O'Brien, Chairman
John M. Gillis
Peter H. Collins
NORFOLK COUNTY COMMISSIONERS

CONTRACT AWARD DATE

A contract award in response to these specifications shall be awarded by MARCH 1, 2011 or shall be notified of the award by a formal contract award letter. Contract awarded pursuant to Chapter 30B of the Massachusetts General Laws.

REQUEST FOR COMPETITIVE SEALED BIDS

FOR A

GOLF PROFESSIONAL/PRO SHOP MANAGER

FOR

WOLLASTON RECREATIONAL FACILITY

I. BRIEF HISTORY

The County of Norfolk purchased the Wollaston Golf Course in 1974. The Norfolk County Commissioners changed the name to Wollaston Recreational Facility. The golf course was completely redesigned and a new clubhouse was built along with a golf cart storage building and a maintenance building.

II. GENERAL INFORMATION

A. Introduction

The County of Norfolk through its County Commissioners issues this invitation for bids (IFB) to parties (respondents) who are interested in the Golf Professional/Pro Shop Manager for Wollaston Recreational Facility. Bids for Golf Professional/Pro Shop Manager will be evaluated thoroughly according to the minimum criteria, business plan, and price. To ensure that patrons of the Wollaston Recreational Facility will receive the highest professional and management services of the Golf Professional. The County will award the Golf Professional/Pro Shop Manager to the responsible party who meets all the minimum criteria stated on pages 4 and 5.

B. Contents of This Bid

This document contains information about the process necessary for the submission of a complete response ("Bid") to the IFB and should be read carefully in its entirety. Respondents are referred to the succeeding sections of this IFB, which contain the following information:

CONTENTS OF BIDS (pages 3 - 18) lists those items that must be present in a bid and the criteria upon which each bid will be evaluated.

C. Rejection or Cancellation of Bids

The County reserves the right to cancel this IFB and may reject in whole or in part any and all Bids if the County, in its sole discretion, determines that cancellation or rejection is in the best interest of the County.

D. No Representation As To Accuracy or Completeness Of The Information Contained Herein Beyond The Date of This IFB

While the County is not aware of any inaccuracies in the materials and information to be included herein, no representations or warranties are made as to the accuracy or completeness or as to the absence of changes subsequent to the date of any information included herein.

III. IFB PROCESS

The process under which this IFB is issued, the Bids submitted and evaluated and the successful Respondent selected shall adhere to the provisions of this IFB and other sections of this IFB, unless the County determines, in its sole and complete discretion, to modify the process or cancel the IFB.

A. Inquiries

All inquiries relating to the IFB process must be directed to:

Nancy R. McNealy, Chief Procurement Officer
Norfolk County Commissioners Office
614 High Street, PO Box 310
Dedham, MA 02027
(781)461-6139

B. Schedule

The County has set the following schedule in order for the execution of the agreement to occur on or before March 1, 2011. The following schedule is subject to change at the discretion of the County, and Respondents will be notified in writing of any relevant changes.

REQUEST FOR COMPETITIVE SEALED BIDS

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GOLF PROFESSIONAL/PRO SHOP MANAGER

FOR

WOLLASTON RECREATIONAL FACILITY

Note: Each item must be checked yes or your bid will be rejected.

MINIMUM CRITERIA	YES	NO
1. Class A PGA Golf Professional/Pro Shop Manager with a Municipal golf course or Class A PGA Head Professional/Pro Shop Manager with a private golf course for a minimum of ten(10) years.	_____	_____
2. Related experience in managing amateur tournaments recognized on a state or regional level.	_____	_____
3. Hands on management for a minimum staff of 15 people.	_____	_____
4. Direct hands on management a minimum of 48 hours per week during March 10 - December 10th.	_____	_____
5. Shall not accept any other employment or engage in any other occupation that could prevent one from devoting full efforts to the President's Golf course during the months of March through December of this agreement without prior written consent of the County.	_____	_____
6. Developed & Managed a teaching staff and schedule lessons for juniors and seniors.	_____	_____
7. Attend ongoing PGA Educational Programs at own expense.	_____	_____
8. Has provided Handicap service for over 500 people.	_____	_____
9. Scheduling men's and ladies association activities for a municipal or private Golf Course.	_____	_____
10. Scheduled and directed all Pro Shop and Golf Course activities.	_____	_____
11. Assist in the collection of Golf Course season subscription for a municipal or private Golf Course.	_____	_____

	YES	NO
12. Assist in the collection and accounting of all men's and ladies locker rentals.	_____	_____
13. Answer facility telephone lines for an estimated 200 call per day, 7 days a week	_____	_____
14. Scheduling, book and confirming a minimum of 120 outside tournaments.	_____	_____
15. Annual written communications, scheduling and management of 10 weekly leagues.	_____	_____
16. Certificate of Insurance must be submitted no later than seven (7) days after awarding of a contract.	_____	_____
17. Performance bond, bank letter of credit security deposit in an amount of equal \$10,000.00 must be submitted no later than seven (7) days after awarding of a contract.	_____	_____
18. Will continue as the director to maintain a minimum of seven (7) County Classics Tournaments during the year.	_____	_____

REQUEST FOR COMPETITIVE SEALED BIDS
FOR A
GOLF PROFESSIONAL/PRO SHOP MANAGER
FOR
WOLLASTON RECREATIONAL FACILITY

Proposals will be evaluated on the basis of the following criteria:

1. Minimum Criteria
2. Business Plan
3. Price

COVER LETTER

Please submit a statement explaining why you should be chosen over the competition and how your idea and methodology will ensure greater success to the Wollaston Recreational Golf Course and managing of the Pro Shop

REQUEST FOR COMPETITIVE SEALED BIDS

FOR A

GOLF PROFESSIONAL/PRO SHOP MANAGER

FOR

WOLLASTON RECREATIONAL FACILITY

I. ORGANIZATION & EXPERIENCE OF STAFF

- A. Please enclose a business plan including the structure of your business or anticipated structure of your business.
- B. A description of the basis on which the respondent believes that it has sufficient current and future financial resources to stock the pro shop with the proper inventory and the proper number of employees. Please provide the following information when responding.
 - 1. Last three (3) years tax returns both personal and business signed by a CPA or accounting firm.
 - 2. At least one (1) banking reference.
 - 3. At least one (1) client reference
 - 4. Any other evidence of financial capability that Respondent is willing to provide.
- C. Please submit copy of your PGA registration.

REQUEST FOR COMPETITIVE SEALED BIDS

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GOLF PROFESSIONAL/PRO SHOP MANAGER

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WOLLASTON RECREATIONAL FACILITY

II. RESPONSIBILITIES

- A. Who would be assigned to and responsible for the managing of overall operations of this contract/bid.
- B. Who would be an alternate manager in the event the assigned manager is not available
- C. Describe how you will provide the following services which may be required by the Norfolk County Commissioners
 - 1. Assist the Director in the development of appropriate policy, objectives and philosophy in order to improve the Wollaston Recreational Facility i.e., better greens, increasing membership, increasing tournaments, increasing pro shop sales and any other objectives that you may deem necessary that will make Wollaston a better place to play golf.
 - 2. The assigned manager must be readily accessible for inquiries and meetings when requested by the Norfolk County Commissioners.
 - 3. Implement a charge card system i.e., Mastercard, Visa, American Express, etc.
 - 4. Implement introduction of the internet and a web page for President's Golf Course under the supervision of Jim Fitzroy, Director.
 - 5. Must verify that pro shop employees sign, date and time stamp all cashout sheets twice a day. All overages and shortages should be indicated on a form and must be sent to the Treasurer's Office on a weekly basis.
 - 6. Golf Professional must be responsible that all rates charged are in compliance with the approved rates.
 - 7. Golf Professional shall maintain assigning a roster for any PGA Professionals and certified Golf Course Directors who are allowed to play on a complimentary basis.

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III. REPORTING CAPABILITIES

1. Golf Professional shall be required to work in his/her capacity as a golf professional of the Wollaston Recreational Facility, during the months of March 10, 2011 through December 10, 2013 for a period of three (3) years with an optional two (2) year extension that the Commissioners may, in their sole and exclusive discretion, exercise before the end of the original three (3) year term and at any other times as the COUNTY may for good cause direct the order.
2. Golf Professional, or an individual acting, at and under, his/her direction, shall be required to be on the site and ready to perform his required tasks not less than fifteen minutes before the golf course is open for play, (the determination as of whether or not the course shall be open for play shall be the responsibility of the course Director or his designee).
3. Golf Professional shall maintain and stock a golf shop in a manner with current practice of other golf professionals in the area and in a manner consistent with PGA standards.
4. Golf Professional shall be responsible for the collection of, and accounting to the COUNTY TREASURERS OFFICE for all green fees and golf cart rental fees. If said accounting shall occur on other than a daily basis, the COUNTY TREASURERS OFFICE shall inform Golf Professional of the manner in which it expects the accounting to be done and Golf Professional agrees to abide by any and all such procedures. At no time shall a County employee be responsible for collection of pro shop sales.
5. At such time as the golf course is not open for play, Golf Professional agrees to perform such tasks related to his/her duties as club professional, as may be assigned to him/her by the COUNTY or duly authorized representatives.
6. Golf Professional agrees to work with and to consult the Director in all matters concerning the operation, maintenance and use of, or procedures to be employed on the golf course or in the pro shop or related areas.
7. Golf Professional agrees to make available for rental all pull carts in such numbers as may be necessary to accommodate the public's demand for such carts. Golf Professional shall care for and maintain any and all motorized carts which the COUNTY may permit the public to use on the golf course, the work of the Golf

Professional in this regard shall include, but not be limited to the following: assuring that the carts are properly and fully charged or fueled, cleaning the carts, assuring that the carts are repaired whenever necessary (at no cost to Golf Professional), assuring that the carts are available when requested, assuring that the carts are properly stored and assuring that neither the carts nor the golf course is abused by monitoring, to the greatest extent possible, the manner in which the carts are used on the golf course.

8. Golf Professional shall at all times conduct himself/herself and his/her operation in such a manner as to be consistent with the standards set out by the Professional Golf Association for golf club professionals.
9. Golf Professional and/or his/her assistant shall promote and give golf lessons in such areas the COUNTY may designate
10. Golf Professional and the COUNTY further agree that Golf Professional shall pay to the COUNTY the sum of One Dollar (\$1.00) for his/her use and occupation of the area designated as the pro-shop and the pro-shop storage area (a designated room in the basement) during the term of this agreement.
11. In addition to the foregoing, but in limitation thereof, Golf Professional SHALL:
 - a. be responsible for the collection, deposit and accounting of all golf course revenue, namely: green fees, power carts and membership receipts; a daily record of paid rounds, carts rented and paid membership shall be kept and the amounts for each of the above shall be prescribed by the COUNTY:
 - b. be responsible for the supervision of the golf shop and of any and all individuals whom he/she may employ for the purposes stated herein. The COUNTY further agrees that Golf Professional shall have supervision control over any "starters" hired by, and employed by, the COUNTY during such time as golf course is open for play in order to facilitate the efficient and effective operation of the course and control of play.
 - c. have the sole and exclusive right, subject only to the right of the original owners to the ownership, and recovery, of all golf balls located, or situated, within the water hazards on the golf holes numbered 11, 15, and 15 and he shall further have the right to enforce said Ownership and recovery rights; further Golf Professional shall have the sole exclusive right to sell or otherwise merchandise golf clubs, golf balls and other golf equipment, paraphernalia and related items on or within the geographical confines of the Wollaston Recreational Facility;
 - d. be responsible for assuring that the golf shop is open during daylight hours during the golfing season. Golf Professional may, however, with the approval of the COUNTY, which approval shall not be unreasonable withheld, participate in tournaments or attend national trade shows, provided that his/her attendance at such events does not interrupt or interfere with, the normal

operation of the golf course, golf shop or facility as a whole:

- e. maintain and have available for rental no less than four (4) sets of golf clubs.
 - f. if the COUNTY so desires, supervise an accurate and current handicap system and tournament schedule for members, if there be any, of the club. All major tournament activities must be sanctioned and approved by the COUNTY, together with any expenses for prizes, advertising and/or promotion.
 - g. obtain written approval from the COUNTY for any and all structural changes no matter how minor, to the Pro Shop which he/she may deem desirable and/or necessary.
12. The County Commissioners of Norfolk County acting through their County Director shall be the supervisors of the Golf Professional in all matters with which this bid and/or agreement is concerned or which may otherwise involve or concern the operation and management of the golf course or any other portion or aspect of the Wollaston Recreational Facility.
 13. This bid shall not be modified except by a written agreement signed by all parties hereto.
 14. The County Commissioners of Norfolk County executing this bid and/or agreement do so on behalf of the COUNTY and in no way are entering into this bid and/or agreement individually.
 15. In consideration for performing the services contained in paragraph 7 above concerning the availability, management, cleaning, maintenance and repair of all motorized golf carts, the Golf Professional shall receive, as additional compensation, for each round that a motorized golf cart is used on the golf course, the amount per nine hole round and the amount per eighteen hole round set forth in the golf cart concession contract awarded by the County to the successful golf cart concession vendor (hereinafter "golf cart vendor") during the term of this Agreement. In addition, said additional compensation shall be payable directly to the Golf Professional by whichever golf cart vendor is awarded the golf cart concession contract by the County during each year of this agreement.
 16. Golf Professional shall supply in detail a complete audited profit and loss financial statement at the completion of each calendar year, or at such other reasonable accounting period as the COUNTY may request in writing.
 17. The within bid/agreement consists of seven (18) pages numbered consecutively as 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18.

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WOLLASTON RECREATIONAL FACILITY

IV. INSURANCE

Golf Professional shall provide Certificate of Insurance at his/her own expense to the COUNTY showing types and amounts of coverages as follows:

- a. Comprehensive general liability insurance for bodily injury, including accidental death, premises operations, contractor coverage and property damage on those areas in which he/she has the rights of use and occupation in an amount not less than \$1,000,000.00 each occurrence and \$1,000,000.00 in the aggregate.
- b. Bodily injure and property damage in an amount of \$250,000.00 each person and \$500,000.00 on all motor vehicles owned by him/her or owned by others and used in connection with the prosecution of his work under this contract.
- c. Worker's compensation insurance in accordance with Massachusetts General Laws on all personnel in his employ.
- d. Fidelity bond and crime coverage, in the amounts carried on county employees, on each person in his employ having access to cash receipts of the COUNTY.
- e. have no right or authority, either expressed or implied, to commit the COUNTY to or for any expenses of any kind; the COUNTY is further, in no way responsible for the collection of any bills on credit issued by Golf Professional.

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VI. REFERENCES

- A. Provide three (3) client references. Include the names, address and telephone number of person to contact. One client must be a Municipal Golf Course.

Disclose the length of their association

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A. Please submit your annual fee for each of the one (1) year periods

1. The selected person execute a contract for five (5) years subject to termination for cause as defined in said contract.

Year #1 \$ _____

Year #2 \$ _____

Year #3 \$ _____

2. Optional two (2) year extension that the Commissioners may, in their sole and exclusive discretion, exercise before the end of the original three (3) year term

Year #4 \$ _____

Year #5 \$ _____

COUNTY OF NORFOLK

REGISTRATION INFORMATION

DATE: _____

NAME OF BIDDER

TITLE

COMPANY

ADDRESS

CITY, STATE, ZIP

TELEPHONE #

FAX #

FEDERAL IDENTIFICATION # OR SOCIAL SECURITY #

IF CORPORATION:

1. GIVE YOUR CORRECT CORPORATE NAME _____
2. STATE OF CORPORATION _____
3. IF FOREIGN CORPORATION, GIVE MASS REGISTRATION DATE _____
4. IF COMPANY GIVE OWNER'S NAME & TITLE _____
5. IF PARTNERSHIP, GIVE NAMES & ADDRESSES OF PARTNERS _____

IF TRUST OR LEGAL ENTITY, GIVE NAMES AND ADDRESSES OF TRUST OR LEGAL ENTITIES

IMPORTANT

FAILURE TO COMPLY WITH THE ABOVE MAY RESULT IN A LOSS OF CONTRACT

COUNTY OF NORFOLK

BIDDERS QUALIFICATIONS

All questions must be addressed by the vendor in order for this qualification form to be properly completed. Failure of the vendor to answer any question, or comply with any directive contained in this form, may be used by the awarding authority as to find them ineligible to bid. If a question or directive does not pertain to your organization in any way, please indicate that fact with the symbol N/A.

ORGANIZATION STRUCTURE

1. IF A CORPORATION LIST THE FOLLOWING:

- A. State of Corporation _____
- B. Date of Corporation _____
- C. Directors Name _____

- D. President's Name _____
- E. Vice President's Name _____
- F. Secretary's or Clerk's Name _____
- G. Treasurer's Name _____

2. IF A PARTNERSHIP LIST THE FOLLOWING:

- A. State in which organized _____
- B. Date of Organization _____
- C. Type of Partnership _____
- D. Names of All Principal Partners _____

3. IF A BUSINESS TRUST LIST THE FOLLOWING:

- A. State in which organized _____
- B. Date of Organization _____
- C. Names of all principal partners _____

4. IF A SOLE PROPRIETORSHIP, LIST THE FOLLOWING:

- A. Date Business Originated _____
- B. Name of Owner _____

COUNTY OF NORFOLK

BIDDERS QUALIFICATIONS (CONT'D)

C. Name of City/Town where
Business is registered _____

5. INDICATE TYPE OF BUSINESS

6. PERSONAL DATA:

List the following information concerning your organization's
personnel:

INDICATE ANY EMPLOYEE IF ANY, IN YOUR ORGANIZATION THAT ALSO
WORKS FOR NORFOLK COUNTY

7. TRADE REFERENCES

A. Name, address and telephone numbers of several firms with
whom your organization has regular business dealings.

Company Name	Contact Person	Tel #
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. REFERENCE THE LAST FOUR (4) COMPARABLE CONTRACTS THAT YOUR COMPANY HAS COMPLETED

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SIGNATURE _____

TITLE _____

NAME OF COMPANY _____

ADDRESS _____

TELEPHONE # _____

COUNTY OF NORFOLK

TAX COMPLIANCE CERTIFICATION

PURSUANT TO M.G.L. CHAPTER 62C, SECTION 49A, I CERTIFY UNDER THE PENALTIES OF PERJURY THAT I, TO MY BEST KNOWLEDGE AND BELIEF, HAVE FILED ALL STATE TAX RETURNS AND PAID ALL STATE TAXES REQUIRED BY LAW.

SOCIAL SECURITY NUMBER
OR FEDERAL IDENTIFICATION
NUMBER

SIGNATURE OF INDIVIDUAL
OR CORPORATE NAME

BY: _____
CORPORATE OFFICER
(if applicable)

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in his certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, and/or other organization, entity, or group of individuals.

(dated) (name of person signing bid or proposal) (signature)

COUNTY OF NORFOLK

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal, and _____ as surety, are held and firmly bound unto County of Norfolk, as Oblige, in the sum of _____ dollars (\$_____) to be paid to the Oblige, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has made contract with the Oblige, (bearing the date of _____ 20____ for:_____

Now the conditions of this obligation is such that if the Principal and all Subcontractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Oblige, with or without notice to the Surety, and during the life and guarantee required under the contract, and shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made notice to the Surety of such modifications, alterations, changes or additions being hereby waived, then this obligations shall become null and void; otherwise, it shall remain in full force and virtue.

In the event that the contract is abandoned by the Principal, or in the event that the Oblige, under the provisions of Article 21 of the General Conditions of said contract terminates the employment of the Principal or the authority of the Principal to continue the work, said Surety hereby further agrees that said Surety shall, if requested in writing by the Oblige, take such action as is necessary to complete said contract.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals this _____ day of _____ 20_____.

PRINCIPAL

SURETY

By _____

By _____

(Title)

(Attorney-in-Fact)

Seal:

Seal:

Attest: _____

Attest: _____