

REQUEST FOR PROPOSALS

TO PROVIDE PROFESSIONAL SERVICES: OPERATION OF THE MAYNARD GOLF COURSE AND COUNTRY CLUB

(Faxed Proposals Shall Not Be Accepted)

Date: August 30, 2021

The Town of Maynard is soliciting proposals for the operation of the Maynard Golf Course & Country Club by a private operator under a five year contract, beginning January 1, 2022 through December 31, 2026, with the option to renew for two consecutive one-year terms. The major components of the desired services include management, maintenance, and operation of the Golf Course & Country Club as a public course in accordance with a formal management agreement.

Proposal documents containing definitions of required services, evaluation criteria, and other pertinent information may be obtained from:

Gregory W. Johnson
Town Administrator / Chief Procurement Officer
195 Main Street
Maynard, MA 01754
Email: gjohnson@townofmaynard.net
Phone: 978 897 1375

A **mandatory** pre-proposal conference and site visit is scheduled on Wednesday, **September 29, 2021 at 10:00 AM** interested parties will meet at Maynard Country Club, 50 Brown Street, Maynard, Massachusetts. **Attendance at the pre-proposal conference is mandatory. The proposal of any proposer not on record as having attended the conference will be rejected, unless the absence is approved by the Chief Procurement Officer.**

Proposals must be submitted in separate sealed envelopes, one containing **six (6) copies** and one external drive (thumb drive) of the **non-price technical** proposal marked "**Technical Proposal – Maynard Golf Course/Country Club Operation Services**" and one envelope containing **one (1) copy** of the price proposal marked "**Price Proposal – Maynard Golf Course/Country Club Operation Services**" shall be submitted. The name of the proposer shall be included on both envelopes. Both envelopes must be received by Gregory W. Johnson, Town Administrator / Chief Procurement Officer, 195 Main Street, Maynard, MA 01754, prior to **12:00 PM, Friday, October 15, 2021.**

IMPORTANT

Each respondent to this Request For Proposals (RFP) must note in their Technical Proposal that they acknowledge that they have received any and all Addenda for this RFP (See Attachment B).

The Chief Procurement Officer has determined that in order to select the most advantageous offer to operate the Maynard Golf Course & Country Club, evaluation criteria set forth in this request for proposals must be considered in addition to price. It is essential that the Town retain the services of a management firm with adequate background to operate the Maynard Golf Course & Country Club so that the residents of Maynard will be assured they will be provided a facility that is professionally managed and expertly maintained. Therefore, the RFP process will enable the Town to provide higher ratings to management firms whose experience in public golf course operation and whose key personnel have more than the minimally adequate number of years of experience in the operation of public golf courses and appropriate knowledge in related areas (restaurant, banquet, ancillary uses, etc.).

The successful proposer must demonstrate the ability to deliver services that adhere to the specifications outlined in this document, and provide references as to where similar services have been successfully provided. The contract will be awarded to the responsive and responsible proposer submitting the most advantageous proposal taking into consideration both the results of the comparative evaluation and price. The Town reserves the right to reject any and all proposals as determined to be in the best interests of the Town. All interested parties must supply an electronic mail address, all questions, inquiries and answers will be disseminated to all participants via this method.

Gregory W. Johnson
Town Administrator / Chief Procurement Officer

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I. PURPOSE

The Town of Maynard is soliciting the services of interested and qualified golf course operators to manage and maintain the Maynard Golf Course & Country Club at no cost to the Town. The services to be provided include the following: manage, maintain, and operate the golf course & country club as a public course with ancillary uses in accordance with a formal management agreement.

II. SCHEDULE

Key Dates for This Proposal:

August 30, 2021 - RFP Issued

September 29, 2021 @ 10 AM - Mandatory Pre-Proposal Meeting (Maynard Country Club 50 Brown Street, Maynard, Massachusetts 01754)

October 15, 2021 @ 12:00 PM - Proposal due date

III. BACKGROUND

The property is 61.81 acres of improved property previously operating as a semi-private nine-hole golf course. The course was established in 1921 and most recently improved in 2003. The property has 6,800 square foot “clubhouse” with a lounge/restaurant and pro-shop area. There are a few small out buildings dedicated to the operation and maintenance of the course.

The property consists of three parcels listed as 50 Brown Ave and 0 Wilder Ave in Maynard and 22 Carlton Ave, Acton. An assessment may be available electronically by request.

IV. INSTRUCTIONS TO PROPOSERS

1. **Issuing Office.** This RFP is issued for the Town of Maynard.

Inquiries involving procedural or technical matters must be directed in writing to:

Gregory W. Johnson, Town Administrator / Chief Procurement Officer

Email: gjohnson@townofmaynard.net

2. **Notice of Pre-Proposal Conference.** A mandatory conference for prospective proposers will be held Wednesday, September 29, 2021, at 10:00AM, Maynard Country Club at 50 Brown Street Maynard, Massachusetts.

The proposal of any group, individual or entity not on record as having representative in attendance at the conference will be rejected, unless the absence is approved by the town’s Chief Procurement Officer.

At that time, prospective proposers can discuss with representatives from the Town, any questions or concerns they might have regarding the project.

Subsequent to this meeting, if necessary, an Addendum will be issued in order to clarify any questions that may arise as a result of the conference via electronic mail.

3. **Proposal Deposit.** Each Technical Proposal must be accompanied by either a certified check payable to the Town of Maynard, or a bid bond from an authorized surety company authorized to do business in the Commonwealth of Massachusetts, in the amount of **\$5,000.00**. All proposal deposits shall be returned upon final execution of a contract, or if no contract is executed, at the expiration of ninety (90) calendar days from the date set for opening of the proposals. If the successful proposer fails to perform its agreement to furnish a properly executed contract, including the required security for performance within ten (10) days after an award is made to it, or within

such additional time as the Town may authorize in writing, the proposal deposit shall become the property of the Town as liquidated damages; however, in case of death or disability of the Proposer, the deposit shall be returned to it after submission of a sworn affidavit to, and acceptance by, the Town.

4. **Submission of Proposals.** Both proposals (price and technical) shall be submitted in separate sealed envelopes clearly marked as either the technical proposal or the price proposal. Each proposer shall submit one original and six (6) copies and an external drive of its technical proposal and one original of its price proposal.

The name of the proposer shall be included on both envelopes. **If prices are included in the technical proposal, the entire submittal will be disqualified.** Both envelopes shall be placed in a sealed envelope, clearly marked as:

“PROPOSAL TO OPERATE THE MAYNARD GOLF COURSE & COUNTRY CLUB”

and delivered to:

Gregory W. Johnson
Town Administrator / Chief Procurement Officer
195 Main Street
Maynard, MA 01754

Deadline for submission of proposals shall be **Friday, October 15, 2021 no later than 12:00PM.**

Faxed or proposals via electronic mail will not be accepted.

The procedure for opening and evaluating all proposals received shall be in compliance with Massachusetts General Law, Chapter 30B, Uniform Procurement Act, Section 6. Proposers should familiarize themselves with the provisions of this statute.

5. **Proposal Acceptance (Letter of Award) and Rejection.** Notice of the acceptance of the proposal will be given to the successful proposer by the Town by an award letter to the proposer’s address stated in the proposal. The successful proposer shall deliver the Agreement as attached hereto, duly signed, and properly executed, within ten (10) calendar days of receipt of the notice of acceptance. If the successful proposer fails to execute the Agreement within such time period, the Town may accept another proposal and exercise its right under the bid bond. The failure of any proposer to examine the agreement documents shall not relieve it from the obligations it will incur if its proposal is accepted.

The Town reserves the right to reject any or all proposals, or any part(s) thereof, if in the best interest of the Town to do so, and to amend the contract as the Town deems to be in its best interest. The Town reserves the right to waive any mistakes or informalities in the proposals received and may request supplementary information from any particular proposer if it determines that the granting of such waiver or the receipt of such additional information would be in the best interest of the Town. Each “Out-of-State” proposer shall furnish with its proposal a certification from the Office of the Secretary of State verifying that it is legally authorized to do business in the Commonwealth of Massachusetts.

Any proposal which fails to include any material information or documentation specified in the proposal submission requirements is non-responsive and will be rejected.

- A. **Price Proposal.** The amount to be paid to the Town shall consist of a minimum amount of \$50,000 (fifty thousand dollars) per year, or a percentage of all gross revenues from the operation of the golf course, whichever is greater. There will be two separate percentage bids, one for the gross revenue collected for the operation of the Snack Bar, bar, and food service and functions, and the other percentage bid will be for all other gross revenues received by the golf course, except revenue from pro shop sales, pull cart and golf club rentals, tournament

fees, income earned from professional tournaments, lessons given by the staff, and outside income earned by any golf professional on the staff. Proposers shall use Attachment A to this RFP in submitting the price proposal.

The town will receive 20% (twenty percent) of all off-season revenues (November 30 through March 30) from facility rentals.

B. Technical Proposal. The technical proposal shall consist of documentation that the proposer satisfies the minimum criteria set forth in section VI of this RFP together with the proposer's response to the evaluative criteria set forth in Section VII. **Addendum(s) must be acknowledged on the first page of the Technical Proposal.**

6. **Acceptance of Proposal Content.** All or part of the successful proposal submitted shall become incorporated into the final contract documents.
7. **Proposal Expenses.** Expenses for developing the proposals are entirely the responsibility of the proposer and shall not be chargeable in any manner to the Town.
8. **Proposer Review of Existing Operation.** The Maynard Golf Course & Country Club can be inspected by contacting:

Justin DeMarco, Director of Public Works (DPW)
jdemarco@townofmaynard.net

9. **Contract and Term.** After selection of the successful proposal, a written contract containing the terms of this RFP and the successful proposer's response, together with any changes to the service plan negotiated by the parties shall be executed by the successful proposer and the Town and substantially in the form of a contract attached hereto. Such contract shall not take effect until signed by both parties and approved by the Select Board of the Town. The term of the contract will be January 1, 2022 through December 31, 2026, with options to renew for two consecutive one-year terms. The provisions of the contract, except as expressly modified by the provisions of this RFP shall also be included in the contract to be executed by the Management Firm and the Town.
10. **Method of Payment.** The Management Firm shall be required to remit monies due the Town on a monthly basis. Monies shall be paid so as to be received by the Town on or before the 15th day of the month following the end of the month for which payment is made. Late payments will be subject to interest charged at 1 ½ % (one and a half percent) per month. At the end of each year of the agreement, management firm shall remit any additional guaranteed amount due as governed by the agreement.
11. **Insurance Requirements.** During the term of any agreement, the Management Firm shall maintain in full force and effect at its own cost and expense the following minimum insurance coverage:
 - A. Commercial General Liability insurance with not less than the following:

At least one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate for property damage, and one million dollars (\$1,000,000.00) per person and three million dollars (\$3,000,000.00) per occurrence for bodily injury.

Coverage provided under the commercial general liability policy shall apply exclusively to the operations provided under the Golf Course Management Agreement to be entered into by the successful proposer and shall include an endorsement for food and alcohol service and entertainment.

- B. Professional Liability Insurance with not less than the following:
At least one million dollars (\$1,000,000.00) per claim and three million dollars (\$3,000,000.00) aggregate.
- C. Workers compensation insurance shall be required under the laws of the Commonwealth of Massachusetts.
- D. Automobile insurance shall be provided covering all owned, leased, and hired vehicles and non-ownership liability for not less than the following limits:

One million dollars (\$1,000,000.00) Combined Single Limit
- D. Fire insurance shall be in an amount equal to the replacement cost of the buildings and equipment as determined annually by the Town.
- E. Pesticide liability shall be provided separately, or as a part of the General Liability Coverage, in an amount not less than one million dollars (\$1,000,000.00).
- F. Underground or above ground storage tank liability shall be provided separately, or as part of the General Liability Coverage in an amount not less than one million dollars (\$1,000,000.00).
- G. Umbrella Insurance in the amount of one million dollars (\$1,000,000.00) with underlying policies including: General Liability, Workers Compensation/Employers' Liability, and Automobile Liability.

The Town and the Management Firm shall be named as insured on all policies obtained by the Management Firm and certificates of insurance shall be furnished to the Town by the Management Firm.

All policies shall be obtained from companies licensed to conduct business in the Commonwealth of Massachusetts. Companies providing insurance coverage shall be required to have nothing less than an "A" rating or better.

Insurance coverage in amount and form shall not be deemed acceptable until approved by Town Counsel. The Town reserves the right to require increased insurance coverage if the present statutory cap on tort liability of municipalities is increased during the term of the Golf Course Management Agreement.

- 12. **Utilities.** All utility expenses such as water, sewer, electricity, gas, waste disposal, telephone, cable television service, etc., which are or may be required to operate the Golf Course, will be borne by the Management Firm, including relocation of utilities, permits, connection fees, etc. Costs associated with the utilities supporting the country club facility shall be split with the town, in that the town shall bear the costs of utilities applicable and proportional to the square footage of the town's senior center/Council on Aging, housed within the country club facility.
- 13. **Taxes.** The Management Firm shall be responsible for paying, prior to delinquency, any and all taxes and assessments levied or assessed against the Golf Course in connection with the Golf Course and the Management Firm's operation thereof. The Town charges a Personal Property Tax for all property owned by the Management Firm. This tax will cover golf carts, equipment, tables, chairs, etc. and is payable quarterly to the Town.
- 14. **Course Fees and Charges.** Fees for pre-paid green fees, green fees, riding cart rentals, club rentals, and food and beverage will be set by the contractor based on competitive analysis of surrounding courses, a copy of the seasonal fees must be presented in writing to the Select Board at their first meeting in April annually, any changes to the fee schedule in the interim must be reported to the Town Administrator via electronic mail prior to those fees being in effect. The Select Board have

the right to have the fee schedule reviewed by Town Counsel, Bond Counsel or any other appropriate entity to ensure those rates are consistent with the terms of this contract and the underlying bonding.

15. **Records and Audits.** The Management Firm shall submit a detailed description of the method to be used to insure the accountability for all revenues generated at the golf course, which method is subject to review and acceptance by the Town. The Management Firm shall provide a written report on a monthly basis to the Town Accountant/Finance Director Office of all revenues received, regardless of source, including but not limited to, green fees, food and beverage, pro-shop sales, golf cart rentals, club and pull cart rentals, golf lessons, tournament fees, marketing and advertising revenue, locker rental, facilities rental and the like. The Management Firm shall also provide a monthly written report of all public access, free rounds and or related non-compensated for activities. The Management Firm shall keep the books of accounts and records of all operations and establish a system of bookkeeping and accounts in a manner considered to be good accounting practice according to the American Institute of Certified Public Accountants (AICPA) and satisfactory to the Town Accountant/Finance Director and shall permit inspection of said books and records by the Town, or its representative, as often as deemed necessary in the opinion of the Town in form submitted by the Town. The Management Firm shall submit at the end of each year a certified, audited annual report, or as required by the Town, a profit and loss statement of operations under the Terms of the contractual agreement, in a form considered to be good accounting practice according to the AICPA and satisfactory to the Town.

Any proposed cash management and control system shall include but not be limited to, segregation of duties, detailed reporting of revenue and expenditures, reconciliation of daily bank deposits, computerized point-of-sale cash register system, paper and electronic transaction records and daily cash register reports.

The Management Firm shall be required to track and keep written records of the type of “comps” used, who received the “comp” and why and shall report monthly to the Town same. No town officials, employees, or family members shall receive any complementary use, rounds, food or merchandise. They should be provided proper receipts for any transaction upon requests.

16. **Hours and Days of Operation.** The primary operating period shall be daily, daylight to dusk, seven (7) days per week, weather permitting, beginning April 1 and ending November 30, each year of the agreement. The golf course may be operated during the months of December through March as a golf course, but may provide other recreational opportunities which are appropriate and, provided the use of the golf course does not cause damage to the greens, tees, or other turf areas. Any hosting of non-traditional activities (i.e. hay rides, cross-country skiing, ice skating, snow shoeing, sledding) the management is required to notify the Town Administrator via electronic mail thirty days prior to the start. The Town may require additional insurance dependent on the use consistent with the risk factor. Changes to the operating schedule can be made only with the written approval of the Town.
17. **Sales and Rental Limitations.** The Management Firm shall have the exclusive right to sell or rent golf or golf related equipment. Furthermore the have the right to sell or rent equipment necessary for the non-traditional type uses mentioned heretofore.
18. **Maintenance.** The Management Firm will accept all properties, facilities, and equipment “as is” in their presently existing condition. The Management Firm shall, at its own expense, make all repairs necessary to maintain Town-owned equipment, buildings, and structures, and has total responsibility for building maintenance to include, but not limited to, repair and replacement all the respective Town-owned golf course properties, fixtures, plantings, furniture and related equipment and the heating, utility, and plumbing systems.

It is acknowledged by the Management Firm that standards for the maintenance, upkeep and repair of the golf course (greens, fairways, bunkers, rough, tees, irrigation, etc.), clubhouse, pro shop, and snack bar will be made part of the management contract.

It is further understood that the Management Firm will provide the Town a monthly management report in a format approved by the Town that shall include maintenance to greens, tees, fairways, roughs, building maintenance, levels of irrigation, fertilization, weed control, and other maintenance. Such report may be required on a more frequent basis to be determined by the Town.

The Management Firm will not make any alterations, additions, or improvements to the golf course and facilities without the prior consent of the Town. All alterations, additions, and improvements, whether temporary or permanent in character, shall at all times be deemed to be the property of the Town and shall remain upon the premises at the termination of the agreement.

The Management Firm will submit a course-layout for the approval of the Town within the first year of the contract. The layout will include a report on the existing conditions of the course and grounds. The description will apply the definitions and measurements outlined by the United States Golf Association (USGA) related to course measurement, course rating and slope rating, and modification of courses. A new course-layout will be submitted for the approval of the town, in accordance with the USGA's definitions and measurements and ratings, for the third, fifth, and seventh year of the contract. The course-layout is expected include aerial imagery.

The Management Firm will not be responsible for major structural repairs to roofs, exterior walls, heating, air-conditioning, or foundations when the cost of any such repair exceeds six thousand dollars (\$6,000.00).

The Management Firm shall provide and pay for, at a minimum, the maintenance set forth in Exhibit II included in this RFP.

19. **Minimum On-Site Equipment.** The Management Firm shall provide all equipment needed to maintain the golf course and facilities in accordance with the requirements of this RFP and the resulting agreement. The Town has determined that the equipment more specifically set forth in Exhibit III is the expected minimum required to fulfill those requirements and that such equipment must be kept on site at the golf course at all times during the term of the management contract. No equipment or vehicles other than those required for on-site use at the golf course may be stored on the premises.

Proposals must include on-site equipment lists for the evaluation team's consideration.

The Management Firm will submit an inventory of assets related to the golf course and country club for the approval of the Town that demonstrates adherence to the requirements of this RFP and resulting agreement.

In addition to required maintenance equipment, the Management Firm shall furnish at least twenty (20) power golf carts, new or in "like new" condition, and a minimum of five (5) of which must be electric for staff use in early mornings to minimize disturbing the residents in the areas surrounding the Golf Course. The Management Firm shall provide the Town with a copy of the maintenance contract with the independent maintenance company, which contract shall also be subject to the approval of the Town. The Town shall have the right to order the management firm to stop using and replace any golf cart it deems dangerous, unserviceable or not in keeping with the character of the Golf Course.

Within ten (10) days of the notification of contract award, the successful management firm shall provide written evidence to the Town that it owns or leases all the equipment listed in Exhibit III and the required golf carts and that such equipment/golf carts will be available at the golf course site by April 15 or the beginning of the golf season. All required equipment must be new or in "like new" condition and capable of reliably performing the required maintenance. The Management Firm shall be responsible for replacing any required equipment/golf carts which fail to perform reliably during the term of the management contract.

20. **Minimum Staffing.**

- a. **On-Site Manager.** The individual proposed to serve as on-site manager of the golf course must have full authority to act for and bind the Management Firm in all respects with regard to the operation of the golf course, including but not limited to, supervising, hiring and firing employees, authorizing work orders and authorizing payments on behalf of the Management Firm. The individual proposed shall have served in the capacity of an on-site manager with the above described level of independent authority for a minimum of five years. A higher rating will be assigned to firms who propose that the on-site manager is a principal in the Management Firm.

The Management Firm shall warrant that the on-site manager is experienced and qualified to supervise all aspects of the operation, maintenance and administration of the golf course and is also experienced in supervising the capital improvement projects to be provided by the Town. As used in this paragraph, the term "supervise" shall mean the ability to seek cost estimates, bids, oversee actual work, approval/disapprove work, approval/disapprove payment request, and assist the Town in any dispute resolution with regard to the capital improvements provided by the Town. If, in the opinion of the Town, the on-site manager is not qualified to oversee the capital improvement projects undertaken by the Town, the Town may require the Management Firm to provide, at its sole expense, an individual who is qualified to oversee implementation of the capital improvement projects undertaken by the Management Firm and/or the Town.

The on-site manager or a designated assistant manager shall be present on-site at all times during which the golf course is in operation.

The on-site manager shall also attend meetings as requested by the Town and prepare any reports requested by the Town regarding the Golf Course or when being used for non-traditional uses.

The Management Firm and the on-site manager shall not use Golf Course premises for conduct of any other enterprise or business other than Maynard Golf Course and Country Club business.

The Town is committed to maintaining good relations with the neighborhoods surrounding the Golf Course, as well as with the patrons of the Course. To that end, the on-site manager shall be responsible for receiving and responding to any complaints or problems the residents surrounding the Golf Course or patrons have regarding the Course's operation. The on-site manager shall at all times be courteous to residents of the neighborhoods surrounding the Golf Course and patrons, and shall be guided by the Town with regard to the resolution of complaints.

- b. **Pro Shop Manager.** The management firm shall employ a Pro Shop Manager to oversee the general operation of the Pro Shop, and Pro Shop counter staff. Such manager shall ensure the satisfaction of all customers that they receive the highest possible level of service which the Town is striving to achieve.
- c. **Golf Professional.** The Management Firm shall employ a member of the Professional Golfers Association of America with a minimum of five years experience as Professional, who will be the resident Professional at the golf course. This Professional will work as a teaching instructor to promote and grow the game of golf at Maynard Golf Course. The Golf Pro will be available to advise the Town in any golf related management decisions they will need.
- d. **Grounds Staff.** The Management Firm shall employ, on a year-round a basis full-time a Superintendent. From April 1st to June 1st, a minimum of three (3) additional grounds staff shall be employed for a total of four (4) grounds staff during this period. From June 1st to September 1st, a minimum of two (2) additional seasonal grounds staff shall be employed for a total of six (6) ground staff during this period. From September 1st to November 15th, a

minimum of four (4) total grounds staff shall be employed.

Any alternative staffing plans must be submitted in the proposal for the evaluation team's consideration.

21. **Capital Improvements by the Town.** It is anticipated that the Town will undertake capital improvements from time to time.

The Management Firm acknowledges that it does not have any claim against the Town, its agents, or contractors for interference in business or damages for interruption of services or interference in the operation of the golf course, pro shop, or food and beverage service as a result of any improvements made by the Town. The Town agrees to use its best efforts to minimize such interruptions or interference in business without waiving its right to make improvements to the golf course or its buildings. The Management Firm will be required to assist the Town in getting contractors and multiple quotes for any projects for which it requests assistance. The Management Firm will also be responsible as the Clerk of Works to oversee the quality of work being performed in the best interest of the Town.

22. **Country Club Operations.** The Management Firm is expected to provide an operational kitchen and snack bar services during regular season golf operational periods. The Management Firm is required notify the Town if the kitchen and snack bar will not regularly operational during the regular season.

The Management Firm will submit plans for the operations of the Country Club's kitchen and snack bar in the proposal for the evaluation team's consideration.

23. **Faithful Performance Bond.** The Management Firm will, at or before the execution of the resulting agreement, furnish to the Town an acceptable corporate surety bond in the penal sum of two hundred fifty thousand dollars (\$250,000.00), or equivalent security, as security for faithful performance and non-negligent performance of the agreement. The bond shall be in force at all times during the term of the management agreement.
24. **Force Majeure.** Neither the Town nor the Management Firm shall be deemed in breach of any contract which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other circumstances not within its reasonable control.
25. **Termination.** The Management Firm shall peaceably and immediately give up and surrender to the Town the premises and every part thereof at the termination of the agreement.
26. **Non-discrimination/Equal Opportunity.** The Management Firm shall comply with all local, state and federal laws and regulations pertaining to non-discrimination and equal opportunity in the areas of employment, subcontracting, and use of Town facilities.
27. **Assignment.** The Management Firm shall not assign or subcontract any portion of the operation without written approval from the Town.
28. **Independent Contractor.** The Management Firm and its employees will operate as an independent contractor and are not considered to be Town employees.
29. **Assignment of Authority.** The Management Firm shall be in charge of public play on the golf course. The Management Firm shall be authorized to enforce applicable ordinances, rules, and regulations for golf operation which are not superseded by any agreement or contract resulting from this proposal.

30. **Special Town Events and Contributions.** The Town shall have the right to use the Golf Course for special Town events, including golf, for not less than three (3) Mondays, excluding holidays, with the option for an additional two (2) special event days to be negotiated between the Town and the Management Firm, each year of the agreement. Special Town Events shall be at no cost to the Town. The Maynard High School Golf Team may use the course for practice not to exceed 1 hour daily Monday through Friday (except holidays) two weeks prior and through seasons end, and for league scheduled play for a price of no more than \$500 annually. The Management Firm may schedule the hour of practice between 3:00 and 7:00 PM a week in advance, they are furthermore encouraged to be generous with their future potential customers.
31. **Signs.** The Management Firm shall not place any sign or advertisement upon any property of the Town or upon any vehicle used by the Firm directly for the concession under any contract or agreement which may result from this proposal without written approval by the Maynard Select Board. All zoning by-laws related to signage must be conformed to at all times.
32. **Public Access.** The Management Firm shall propose to the Town a method of public access to the course on a regular basis through out the year keeping in mind the use of Community Preservation Funds used to purchase the course by the Town. The Management Firm is encouraged to expand uses at the property appropriate and consistent with safe protocol (i.e. sledding, cross country skiing). These activities, expected during the off-season period, shall be permitted at no charge to the public.

END OF SECTION

VI. TECHNICAL PROPOSAL - MINIMUM CRITERIA

Any proposer submitting a proposal must satisfy all of the following criteria in order for its proposal to be considered:

1. Five (5) years' experience by the management firm in the area of golf course management, public or private.
2. Management firm must have two (2) or more golf courses presently under its management.
3. Five (5) years' experience by the individual who will be the on-site manager of the Golf Course in managing a public golf course.
4. Five (5) years' experience by the individual who will be the full-time on-site Pro Shop Manager in managing a Pro Shop operation at a golf course or related facility.
5. Five years as a member of the Professional Golfers Association of America by the person who will be the resident professional at the Golf Course.
6. Five years' experience or its equivalent, by the individual who will be the full-time on-site Course Superintendent in managing the greens keeping duties of a 9-hole public golf course. Such Superintendent must be a GCSAA superintendent, who has successfully completed two (2) years of an accredited agronomy school, or equivalent.
7. Provide the required performance bond.
8. Provide the required insurance.
9. Provide specified staffing levels and equipment requirements.

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VII. TECHNICAL PROPOSAL - COMPARATIVE EVALUATION CRITERIA AND STANDARDS

Proposals shall be evaluated based on the following criteria:

- 1. The experience of the Management Firm in managing, maintaining and operating a 9-hole public golf course. As a criteria a comparably sized public golf course at which the quality of grounds maintenance, conditions of play and course amenities are of at least the equivalent or better quality than that found at the Maynard Country Club.**

Highly Advantageous - More than five (5) years experience by the Management Firm at a public golf course meeting the criteria set forth above, which course generated income for the community while remaining affordable for the public.

Advantageous - Three (3) to five (5) years experience by the Management Firm at a public golf course meeting the criteria set forth above, which course generated income for the community while remaining affordable for the public.

Not Advantageous - Less than three (3) years experience by the Management Firm; or experience involving operation of a less than comparable public golf course under the criteria set forth above; or experience involving operation of a public golf course, first class or otherwise, which failed to generate income.

Unacceptable - No experience in the management, maintenance or operation of a 9-hole public golf course.

- 2. Experience and qualifications of Management Firm's staff.**

Highly Advantageous - Submission of an organizational plan showing a structured organization with clearly delineated responsibilities and identifying the Management Firm's staff who will be assigned to manage, operate and maintain the Golf Course, and Country Club, including kitchen and snack bar. Staffing levels must satisfy or exceed the required minimum staffing and experience levels set forth in RFP. A principle of the Management Firm shall serve as the on-site manager.

Advantageous - Submission of a plan identifying the Management Firm's staff who will be assigned to manage, operate and maintain the Golf Course, and Country Club, including kitchen and snack bar, but not clearly indicating organizational structure or delineating responsibilities. Staffing levels satisfy the required minimum staffing and experience levels set forth in RFP. Regardless of the quality of the organizational plan, if the on-site manager is not a principle in the Management Firm, this criterion will only be rated "advantageous".

Not Advantageous - Submission of a plan which fails to identify the Management Firm's staff who will be assigned to manage, operate and maintain the Golf Course and Country Club, fails to show staffing levels which satisfy the required minimum staffing and experience levels set forth in RFP, or shows a poor organizational structure or delineation of responsibilities.

Unacceptable - No information provided regarding experience and qualifications of the Management Firm's staff.

- 3. Credit and Other References.**

Highly Advantageous - Three (3) or more golf industry references which indicate superior quality of performance; good credit rating showing that the Management Firm makes timely payment of its bills, taxes and does not have excessive debt.

Advantageous - Less than three (3) golf industry references; or golf industry references which indicate only good quality of performance; or fair credit rating.

Not Advantageous - Less than three (3) golf industry references and golf industry references which indicate only fair quality of performance; or poor credit rating.

Unacceptable - No information provided from golf industry references or credit report; or a credit report indicating failure by the Management Firm to remain current in payment of bills or excessive debt; or failure by the Management Firm to make timely payment of all applicable taxes.

4. **Management Firm's plan to provide additional incentives to increase the percentage of play by Maynard residents, by juniors and to increase community spirit and public awareness of the Course as a community resource.**

Highly Advantageous - A plan which sets forth at least three (3) specific incentives which will be offered by the Management Firm. The incentives should have either a proven effect or be reasonably calculated to achieve their goals and should be in keeping with the character of the Golf Course as a community resource. Such plan would involve no cost to the Town.

Advantageous - A plan which sets forth less than three (3) specific incentives or sets forth incentives which are somewhat speculative in effect. Such plan would involve no cost to the Town.

Unacceptable - No plan; a plan which involves cost to the Town; a plan which sets forth incentives which are speculative or which are not in keeping with the character of the Golf Course as a community resource

5. **Management Firm's plan to continue to ensure and promote the "good neighbor" relationship of the Golf Course to the surrounding residential areas.**

Highly Advantageous - A plan which sets forth a proactive way to address neighborhood concerns/complaints preventing neighborhood problems from arising, specifically describing the manner in which they will be addressed, facilitating communication of neighborhood problems to the Management Firm and requiring a principle of the Management Firm, as the on-site manager, to resolve problems. Include a reporting requirement to the Town.

Advantageous - A plan which generally describes the way in which neighborhood complaints will be addressed, requires the on-site manager to address and resolve neighborhood problems, and includes a reporting requirement to the Town.

Unacceptable - A poor or no plan submitted; provides that the neighborhood concerns/complaints will be addressed by someone other than the on-site manager; lacks a reporting requirement to the Town.

6. **Accountability of Revenues. The management firm shall submit a detailed description of the method to be used to ensure the accountability for all revenues generated at the golf course**

Highly Advantageous - A plan which specifically details an accurate method for recording and accounting for revenues in each department; and includes a comprehensive report describing the manner in which these revenues are reported to the Town and how the amounts can be verified by the Town; and identifies the person who would be submitting this information to the Town.

Advantageous – A plan which generally describes an accurate method for recording and accounting for revenues in each department; and includes a report describing the manner in which these revenues are reported to the Town and how the amounts can be verified by the Town; and identifies the staff position who would be submitting this information to the Town.

Unacceptable - A poor or no plan submitted; or does not sufficiently describe an accurate method for accounting for the revenues in each department; or does not have a method for the Town to verify the accuracy of the numbers submitted; or does not present either the name or staff position of the person who would be submitting the information to the Town.

7. Public Access. The management firm shall submit a detailed plan of providing free or reduced cost access to the course and property generally at regular intervals through out the year.

Highly Advantageous - A plan which specifically details a method for providing regular access to the general public throughout the year at no cost to the public. Said proposal may provide for education as well as recreational, either passive or active opportunities on the property.

Advantageous – A plan which generally describes a method for providing regular access to the general public during most of the year at no to minimal cost to the public. Said proposal may provide for education as well as recreational, either passive or active opportunities on the property.

Unacceptable - A poor or no plan submitted; or does not sufficiently describe a method for providing regular access to the general public during some part of the year and which does not provide for no or minimal cost to the public. Said proposal does not provide for education and/or recreational opportunities on the property.

8. On-Site Equipment. The management firm shall submit a list of on-site equipment to maintain the golf course and facilities in accordance with the requirements of this RFP and the resulting agreement.

Highly Advantageous – An inventory which specifically details all the listed equipment of the RFP and additional equipment that meets and exceeds the standards outlined in the RFP for the maintenance and improvements to the course and country club.

Advantageous – An inventory that meets the standards outlined in the RFP for the maintenance and improvements to the course and country club.

Unacceptable - A poor or no inventory submitted; or does not sufficiently meet the standards outlined in the RFP for the maintenance and improvements to the course and country club.

9. Country Club, Kitchen and Snack Bar. The management firm shall submit an operations plan to provide an operational kitchen and snack bar services during regular season golf operational periods.

Highly Advantageous – An operation plan that details staffing, hours and services to provide a consistently operational kitchen and snack bar throughout the regular season.

Advantageous – An operational plan that details staffing, hours and services that provides an operational kitchen and snack bar on a periodic basis during the regular season.

Unacceptable – No operational plan or a plan that provides inconsistent operations of the kitchen and snack bar.

VIII. EVALUATION OF PROPOSALS AND RULE FOR AWARD OF CONTRACT

The contract will be awarded to the *most qualified, responsible and eligible* proposer with the *most comprehensive proposal submission and price* as determined by the Select Board and which is most advantageous taking into consideration both the comparative evaluation and the amount bid. Any proposals which submit a price that is abnormally low or high, as determined by the Select Board, may be rejected as unrealistic. All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

As used herein, the term “qualified, responsible and eligible proposer” shall be defined as a proposer who has demonstrated the skill, ability, and integrity necessary to the faithful performance of the contract.

Proposers may be investigated by the Select Board or its designated representative to determine if they are qualified to perform the Management and Maintenance Contract. The investigation will seek to determine whether the organization is adequate in size, is authorized to do business in the Town, possesses comparable previous experience and whether the Proposer’s available equipment and financial resources are adequate to assure the Town that the contract will be completed in accordance with the terms thereof.

The Select Board may perform site visits to proposers’ managed golf courses (existing or previous) to help determine the most qualified, responsible and eligible proposer. These site visits shall include, but not be limited to, a review of the pro shop operations, fee collection systems, food service operation, building cleanliness and upkeep, and overall golf course maintenance conditions.

In evaluating Proposals, the Select Board will consider the qualifications of only those proposers whose proposals are in compliance with the prescribed requirements. The Select Board reserves the right to reject any proposal if the evidence submitted by, or the subsequent investigation of such proposer fails to satisfy the Select Board that the proposer is properly qualified to carry out the obligations of the contract.

IX. PROPOSAL SUBMISSION REQUIREMENTS

- 1. Price Proposal.** Management Firm's fee (percentage of gross income) to be paid to the Town shall be submitted on **Attachment A**. This completed form shall be signed by an authorized representative of the proposer and placed in a separate sealed envelope marked "Price Proposal – Maynard Golf Course & Country Club Operation Services."
- 2. Technical Proposal.** Management Firm's technical proposal shall be signed by a duly authorized representative of the proposer and submitted on **Attachment B** and shall include narrative descriptions for Evaluative Criteria contained in Section VII. Each narrative description shall be typewritten on a separate page with the item number and category at the top and the name of the proposer at the bottom.

Attachment B and the narrative descriptions shall be placed in a separate sealed envelope marked "Technical Proposal – Maynard Golf Course & Country Club Operation Services."

Proposers must acknowledge any/all Addendum for this RFP on the first page of their Technical Proposal.

- 3. Certification of Non-Collusion and Tax Attestation.**

Each proposal must include a signed Certificate of Non-Collusion and Tax Attestation

on **Attachment C**. This Certificate should be included in the envelope containing the Technical Proposal, but inclusion with the Price Proposal shall be an informality.

X. EVALUATORS

The Town's Chief Procurement Officer shall designate a team to evaluate the proposals. The Chief Procurement Officer shall be responsible for opening and evaluating the Price Proposal.

END OF SECTION

TOWN OF MAYNARD¹

CONTRACT # _____

STATE CONTRACT # (if applicable) _____

DATE: _____

This Contract is entered into on, or as of, this date by and between the Town of Maynard, 195 Main Street, Maynard, MA 01754 (the "Town"), and

["Contractor"]

[Contact Name for Responsible Person]

[Address of the Contractor]

[Telephone Number]

[FAX Number]

[email address]

1. This is a Contract for the procurement of the following:

Management of the Maynard Golf Course (including country club and grounds) in accordance with the Scope of Services and Management Delivery Description attached hereto and incorporated herein.

2. The Contract price to be paid to the Contractor by the Town is:

Per Price Proposal of Request of Proposals (RFP) submission.

3. Payment will be made as follows:

3.1 In accordance with the Price Proposal attached hereto and incorporated herein by reference.

¹ Contract Long Form_Services more than \$25,000.00_NOT TO BE USED FOR ENGINEERING AND ARCHITECT CONTRACTS.

3.1.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 Fees and Reimbursable Costs combined shall not exceed \$_____as more fully set forth in the Contractor Documents.

3.3 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.4 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Security

4.1 Faithful Performance Bond. The Management Firm will, at or before the execution of the resulting agreement, furnish to the Town an acceptable corporate surety bond in the penal sum of two hundred fifty thousand dollars (\$250,000.00), or equivalent security, as security for faithful performance and non-negligent performance of the agreement. The bond shall be in force at all times during the term of the management agreement .

5. Definitions:

5.1 Acceptance:All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to ensure that the goods or services are complete and are as specified in the Contract.

5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The purpose of the Contract Documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.

- 5.3 The Contractor: The “other party” to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term “Contractor” shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract Documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before December 31, 2026, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant/Finance Director. Time is of the essence for the completion of the Contract.

7. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant/Finance Director. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days' notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.
- 9.3 Default. The following shall constitute events of a default under the Contract:
any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or

interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be a material breach of this Contract, and the Town of Maynard shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq.* Public Buildings Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor hereby agrees to indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. The Contractor hereby agrees to, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and hereby agrees to protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract Documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Contract in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment

because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

15.1 As used in this section “affirmative action” means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an “Equal Opportunity Employer”;
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency’s practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.

15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.

15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Contract, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by a majority of the Select Board; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Maynard unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth of Massachusetts.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Maynard shall be individually or personally liable on any obligation of the Town under this Contract.

21. Indemnification:

The Contractor hereby agrees to indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor hereby agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

21.1 The Contractor hereby agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.

21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

21.5 The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

22. Insurance

22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and the Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

22.2 Professional Liability Insurance

At least one million dollars (\$1,000,000.00) per claim and three million dollars (\$3,000,000.00) aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least:
At least one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate for property damage, and one million dollars (\$1,000,000.00) per person and three million dollars (\$3,000,000.00) per occurrence for bodily injury, which shall include the Town of Maynard as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least one million dollars (\$1,000,000.00) Combined Single Limit.
- c. Insurance shall also be provided for all other liabilities listed in the Request For Proposals (RFP), including, but not limited to: fire insurance; pesticide liability; underground or above ground storage tank liability; and an umbrella insurance policy.
- d. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's

responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

- e. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Contract, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverages shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- f. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees

of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

26. Payment

The Contractor shall pay the Town in accordance with the terms of the Price Proposal attached hereto. In all events the Contractor shall pay the town every _____.

27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Contract, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

33. Supplemental Conditions:

(To Insert Additional Provisions as set forth in the proposal.)

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Maynard by:

The Contractor by:

Select Board Date

Signature Date

Print Name

Print Name & Title

Select Board Date

Certified as to
Appropriation/Availability of Funds:

Print Name

Town Accountant Date

Certified as to Form:

Select Board Date

Town Counsel Date

Print Name

Select Board Date

Print Name

Select Board Date

Print Name

Chief Procurement Officer:

Date

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Sign and Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

_____ does hereby certify under the pains and penalties of perjury
that _____ has paid all
name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature Date

Name

Federal Tax ID # or Social Security #

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders
Written Consent

(Date)

The undersigned, being the Shareholders of _____, a
Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to
the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each
of them acting singly is, authorized to execute any and all Contract
Documents and to enter into and negotiate the terms of all contracts and
to accomplish same and to execute any and all documents, instruments,
and agreements in order to effectuate the transaction and that said
transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from
time to time, in the name and on behalf of the Corporation to take or
cause to be taken all such action(s) as s/he or they, as the case may be,
deem necessary, appropriate or advisable to effect the foregoing votes, as
may be shown by the officer or officers execution or performance which
shall be conclusive evidence that the same is authorized by the directors
of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from
time to time, in the name and on behalf of this Corporation, under its
corporate seal, if desired, attested by an appropriate officer, if desired, to
execute, make oath to, acknowledge, deliver and file any and all of the
agreements, instruments, certificates and documents referred to or related
to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from
time to time and on behalf of this Corporation, under its corporate seal, if
desired, to execute, acknowledge and deliver any and all agreements,
instruments, certificates and documents referred to or related to the
foregoing votes, with such changes as the officer or officers so acting
may deem necessary or desirable, and the signature of such officer or
officers to be conclusive evidence that the same is authorized by the
directors of this Corporation.

Clerk of Corporation Certificate

I, _____ the Clerk of the foregoing corporation, do hereby certify that
the above vote was taken at a duly called meeting of the shareholders of the Corporation on
_____, 20__.

Clerk of Corporation

SEAL

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

EXHIBIT II

MINIMUM TECHNICAL SPECIFICATIONS FOR GOLF COURSE MAINTENANCE

I. General Requirements.

The work includes maintenance of grass on **greens** (including **putting greens and** perimeter slopes), tees (including **practice** tees), fairways, roughs, sand **traps, and maintenance of shrubs,** trees, and landscaping around clubhouse and throughout the entire 9-hole course.

II. Personnel Requirements.

In addition to the minimum staffing required set forth in paragraph 20 of RFP, the Management Firm shall maintain a sufficient number of personnel at all times to accomplish, on schedule, all work under this contract.

III. Equipment, Materials, and Supplies

The Management Firm will furnish all labor, equipment, parts, chemicals, materials, and supplies needed to provide the maintenance specified in this Exhibit II, as well as the equipment more specifically identified in Exhibit III. The Town will supply storage areas and office space as currently exists at the Golf Course for the Management Firm's use.

IV. Detailed Standards

The following standards are expected for the regular operation and maintenance of the golf course and grounds. The Management Firm must meet or exceed these standards to satisfy the requirements of the agreement with the Town. Alternatives to these standards must be approved by the Town.

Greens, Practice Putting Greens, and Aprons

Mowing - mowed daily at a maximum height of 3/16" varying mowing directions each time greens are mowed.

Change cup locations daily during active season and at least four (4) times weekly during the off-season.

Repair ball marks, divots, or any other damaged turf on all greens and practice putting green at least five (5) times weekly.

Core, aerate all greens and practice putting greens a minimum of two (2) times each season. This will be done with industry standard equipment or approved equal which places holes on two-inch centers and a minimum of two inches deep.

All greens shall be aerified a minimum of three (3) times a year by high pressure water injection aerification using a "Toro Hydroject 3000" or similar. This must be done during June, July and October each year.

Top dress all greens and practice putting greens after aerification and additionally as needed to maintain a smooth putting surface. Atop dressing application rate of 0.6 to 1.0 cubic yards of material per 1,000 square feet is typically required. A representative sample of the existing soil material of the greens shall be submitted to a reputable physical soil testing lab to determine the specific characteristics of the dressing material to be used. Top dressing should occur every three to four weeks during the summer growing season.

Light vertical mowing of all greens and practice putting greens shall be performed every seven to ten days from May to September to control mat and thatch build-up and stimulate optimum turf growth. Heavy vertical cutting should be done twice in conjunction with the first and second core aerification operations to control thatch accumulation.

Spiking of all greens and practice greens shall be performed as needed between aerifications to maintain proper water infiltration.

Fertilization - the greens fertilization program should be based on bi-annual spring and fall chemical soil analysis results to determine specific requirements. Only fertilizer specifically formulated for putting greens shall be applied. In accordance with integrated pest management (IPM) best practices.

Fungicide - all greens and practice greens shall have appropriate fungicide applications at a preventative rate at intervals not to exceed 21 days and additional applications at a curative rate may be required to control fungus activity and prevent damage to the turf. This will be especially important prior to and just following overseeding. In accordance with integrated pest management (IPM) best practices.

Pre-emergent chemicals - (such as *Balan, Dacthal, etc.*) shall be used in the appropriate amounts and appropriate times to prevent intrusion into the greens of weeds difficult to eradicate such as poa annua, goosegrass, crabgrass, etc. In accordance with integrated pest management (IPM) best practices.

Weed Control - all greens and practice greens shall be maintained free of foreign grasses and weeds, even if it is necessary to remove them by hand. In accordance with integrated pest management (IPM) best practices.

Insecticide - all greens and practice greens shall be treated on a preventative basis not to exceed six-week intervals, and additionally on a curative basis as may be required to control insect activity and prevent damage to the turf. In accordance with integrated pest management (IPM) best practices.

All Areas Used for Tee Surface

Mowing - all tees shall be mowed to a height ranging from 1/2 to 3/4 inches no less than three (3) times per week at an interval not to exceed three (3) days.

Top Dressing - all tees shall be top dressed a minimum of three (3) times each season with weekly divot repair.

Seeding - all tee areas shall be overseeded each spring and fall at a rate of not less than 5 pounds per 1,000 square feet.

Set-Up - tee markers shall be moved daily during active season and at least four (4) times weekly during the off-season. Litter containers shall be emptied as necessary. Ball washers shall be filled as needed and supplied with clean towels.

Weed Control - tees shall be kept weed-free to an extent of at least 90% of the area by the proper application of approved herbicides. In accordance with integrated pest management (IPM) best practices.

Aerification - all tees shall be core aerified a minimum of three (3) times each season.

Fertilization - all tees shall be fertilized at a minimum rate of 8 to 10 pounds of nitrogen per 1,000 square feet on an annual basis. Bi-annual (spring and fall) soil analysis shall be utilized to determine other specific nutritional requirements. In accordance with integrated pest management (IPM) best practices.

Fairways and Roughs – All Areas of Play Except Greens, Tees, and Natural Growth Areas

Mowing - all fairways shall be mowed three times a week at a height of 1/2" during the active growing season and as needed for the balance of the year.

Aerification - all fairways and roughs shall be aerified a minimum of once per season. Aerification holes shall not exceed a spacing of three inches on center or be of a diameter of less than 1/2". Minimum penetration of two inches. For any areas through the golf course where there is heavy traffic and where patterns are very concentrated, such as exist and entrance points of the cart paths, two or three supplemental core aerifications should be conducted annually during the growing season.

Fertilization - all fairways and roughs shall be fertilized at a rate of four to five pounds of nitrogen per 1,000 square feet on an annual basis. Soil analysis results (spring and fall) shall be used to determine other nutritional requirements. In accordance with integrated pest management (IPM) best practices.

Weed Control - fairways shall be kept weed-free to an extent of at least 90 percent of the area by the proper application of approved herbicides. In accordance with integrated pest management (IPM) best practices.

Roughs - All rough areas are to be maintained at a maximum height of two inches and a minimum of one (1) mowing per week.

Landscape Areas - All Areas Within Perimeter of Operations Planted with Ornamental Plants, Not Intended for Golf Play, and Having a Definable Border

Clean-Up - all areas shall be maintained free of trash and debris such as paper, drinking cans, bottles, fallen limbs, and leaves.

Weed Control - all areas shall be maintained free of weeds or grass whether by mechanical or

chemical means. In accordance with integrated pest management (IPM) best practices.

Trimming - the plant material (trees, shrubbery, and ground covering) shall be trimmed as necessary for protection from wind, insect damage, and for appearance.

Replacement - the plant material (trees, sod, shrubbery, annual plant material, and ground covering) shall be replaced as necessary to maintain a pleasing display to the public.

Trees - All Trees Within the Perimeter of Operations

Staking - all trees shall be staked as necessary to protect and establish sufficient size to stand unassisted.

Pruning - all trees shall be pruned as necessary for protection from wind and pests as well as for appearance.

Irrigation - all trees shall be watered to provide adequate moisture for proper growth.

Mowing - mechanical removal of grass shall not be accomplished within one foot of the tree trunks.

Removal and Replacement - all damaged trees shall be removed and replaced by the Management Firm within fourteen (14) days unless determined differently by the Town.

Irrigation - All Equipment Required to Irrigate All Areas of the Golf Course

Repair or replace all heads, valves, controllers, wiring, and pipe as needed to maintain the proper operation of the entire golf course irrigation system (including greens, tees, fairways, planters, flower beds, etc.) on an on-going basis.

The irrigation pumps shall be serviced and maintained on a regular basis as provided in the manufacturer's maintenance manual, but not less than twice per year. The Management Firm will provide the Town a copy of service reports for its records. In the event replacement of pumps for delivery of irrigation water becomes necessary, such replacement in excess of the \$10,000.00 contingency fund will be at the expense of the Town.

Fences - All Wood Fence or Chain-link Fence Within the Boundaries of the Golf Course

Repair all broken or damaged fencing on a weekly basis.

Replace all fences as needed within thirty (30) calendar days of determined replacement need as determined by the Town.

Repair or replace all fences, gates, and locking devices needed for protection of the golf course or equipment immediately.

Edging

All edging of sidewalks, patios, and cart paths must be done on a weekly basis. Edging of trees, sprinklers, valve boxes, meter boxes, backflow preventer, etc., shall be done as needed to ensure that there is no obstruction of play from growth around these items.

Sand Traps

All sand traps shall be edged as necessary to maintain a neat lip, raked daily, and filled with fresh sand as needed to maintain an eight-inch depth on slopes and a six-inch depth in the bottom. Replacement sand will be specified and approved by the Town.

Color Areas

Various planting areas throughout the course shall be regularly cultivated, weeded, and pruned on a regular basis, with at least two (2) replanting programs for annuals scheduled each year.

Construction and Remodeling

Any change in the physical characteristics of any area of the golf course such as addition or removal of sand traps, addition or removal of any hazards (water, trees, or native vegetation), regarding involving movement of soil exceeding 20 cubic yards in any single area, or the modification of any portion of the golf course or the buildings must be approved by the Town.

Programs

All programs for fertilization, chemicals, and top dressing formulations must be reviewed and approved by the Town prior to the application or use on the golf course.

Trash and Debris Removal

Trash and debris removal will be at the Management Firm's expense. The Management Firm will take special care to ensure minimal problems for refuse odors, insects, etc.

Damage

The Management Firm shall be responsible for drainage problems which may develop as a result of an act of nature. Repairs will be made to bare spots created through plan and any wet spots which might be created. Damage reports including pictures should be made on any problems which might develop.

Other

Management Firm will be responsible for aquatic maintenance of all lakes in a safe and sanitary manner and in good appearance, mowing roughs and all unimproved areas as needed, spraying fairways, roughs, and fence lines for weed control, and soil testing for adequate analysis at least once per year.

Golf Course Supplies, Services, Islands, etc.

Management Firm shall be responsible for supplying, repair or replacement of all flags and poles, ball washers, tee markers, benches, signs, water coolers, etc., as needed. If there is a question as to the condition of an item, the Town's opinion shall prevail.

END OF SECTION

EXHIBIT III

MAINTENANCE EQUIPMENT REQUIRED ON-SITE AT ALL TIMES.

The following maintenance equipment, or equivalent, **no older than two years**, is required on-site at all times, unless an alternate equipment list is approved by the Town:

1. Two (2) Triplex Greens Master, 3150, 3100 or equal.
2. Three (3) Toro 1000 Hand Tee Mowers or equal.
3. Three (3) Trans Pro 100 Utility Trailers or equal.
4. Two (2) Toro 5200D Fairway Mowers or equal.
5. Seven (7) Toro 1100 Utility Vehicles or equal.
6. One (1) Toro 3200 Workman Utility Vehicle with Bed, or equal.
7. One (1) Pequea Spinner Topdresser. or equal
8. One (1) Procore 648 Aerator or equal.
9. One (1) Sandpro 2020 Bunker Machine or equal.
10. One (1) Toro 4500D Grounds Master Rough Machine or equal.
11. One (1) Sidewinder 3500D Grounds Master or equal.
12. One (1) 328D Grounds Master or equal.
13. One (1) 5700D 300 Gallon Sprayer or equal.
14. One (1) Toro 600 Large Debris Blower or equal.
15. One (1) 57 HP Kabota Tractor w/ loader or equal.
16. One (1) Tow Behind Rough Deck Mower or equal.
17. One (1) Lely Spreader or equal.
18. Two (2) Little Wonder 9 hp push blowers or equal.
19. Two (2) 7001 Redmax Backpack blowers or equal.
20. Four (4) Honda push mowers or equal.
21. Four (4) Echo String Trimmers or equal.
22. Two (2) Fertilizer Spreaders.

- 23. One (1) 3" Tarsh Pump.
- 24. Two (2) Spare fairway mower reels
- 25. Two (2) Spare greens mower reels
- 26. One (1) Trans Pro 100 Utility Trailer, or equal
- 27. One (1) Toro 1000 Hand Tee Mover
- 28. One (1) Set of Greens rollers for Triplex or equal
- 29. Two (2) Flex 21 Hand Greens Mowers or equal

NOTE: Brand names are given only as examples. Equipment which is equal to the brand identified in quality and functionality is acceptable. Proposers must identify in their response the equipment which they intend to provide in compliance with this requirement, specifying such equipment's manufacturer and model.

NOTE: NO EQUIPMENT OR VEHICLES OTHER THAN THAT REQUIRED FOR ON-SITE USE AT MAYNARD GOLF COURSE MAY BE STORED ON THE PREMISES.

END OF SECTION

Attachment - A

Maynard Golf Course
Price Bid Proposal

This form must be completed and placed in a sealed envelope marked:

Price Proposal – Maynard Golf Course Operation Services

Name of Firm or Individual
Submitting Proposal:

Address:

Telephone:

Above Proposer Proposes to Pay to the Town of Maynard _____% (_____Percent) of the gross receipts from the operation of the golf course.

Above Proposer Proposes to Pay to the Town of Maynard _____% (_____Percent) of the gross receipts from the operation of the Snack Bar / Bar / Food Service.

In the event that the percentage as bid is less than \$50,000.00 annually, the bidder agrees to pay no less than \$50,000.00 annually.

For any play during the Off-Season (November 30 to March 30) the town will receive 20% (twenty percent) of all off-season revenues from facility rentals.

Signature of Proposer: _____

Name of Proposer: _____

Address of Proposer: _____

City / State / Zip: _____

Telephone / Fax / E-mail: _____

END OF SECTION

ATTACHMENT B

**Maynard Golf Course
Technical Proposal**

*This form and accompanying materials must be completed and placed in a sealed envelope
marked Technical Proposal – Maynard Golf Course Operation Services*

Proposer acknowledges Addendum , , , .

Name of Proposer: _____

Address: _____

Telephone/FAX: _____

Signature of Duly Authorized Representative of Proposer:

Title: _____ Date: _____

END OF SECTION

A. TECHNICAL PROPOSAL - MINIMUM CRITERIA

Any proposer submitting a proposal must satisfy the following criteria in order for its proposal to be considered. Accordingly, proposers must supply information showing the following:

1. Five (5) years' experience or its equivalent, by the management firm, or its principal, managing a golf course, public or private.

List Name of Course, Years Managed, Location and Reference to contact. Supply resume.

2. Management firm must have two (2) or more public golf courses under its management.

List name and phone number of each public golf course under management and reference.

3. Five (5) years' experience or its equivalent, by the individual who will be the full time on-site manager of the Maynard Golf Course in managing a public golf course.

List name of proposed On-Site Manager, Course Managed, Location, Reference.

4. Five (5) years' experience or its equivalent, at a public golf course by the individual who will be the full time on-site Pro Shop Manager of the Maynard Golf Course.

List name of proposed On-Site Pro Shop Manager, Golf Course Pro Shop Managed, Location Reference

5. Five years as a member of the Professional Golfers Association of America by the person who will be the resident professional at the Golf Course.

Identify Golf Professional and Describe Experience & PGA Certification.

-
6. Five years' experience or its equivalent, by the individual who will be the full-time on-site Course Superintendent in managing the greenskeeping duties of a regulation 9-hole public golf course. Such Superintendent must be a GCSAA superintendent, who has successfully completed two (2) years of an accredited agronomy school, or equivalent.
-
-

7. Can you provide the required performance bond or equivalent security?

Yes: _____ No: _____

If to be provided by bonding company, please identify surety.

8. Can you provide the required insurance?

Yes: _____ No: _____

9. Can you provide specified staffing levels and equipment requirements?

Yes: _____ No: _____

B. TECHNICAL PROPOSAL - COMPARATIVE EVALUATION CRITERIA AND STANDARDS

Proposers must submit responses to each of the evaluative criteria as set forth in Section VII Comparative Evaluation Criteria of the RFP. The responses should clearly identify which evaluative criteria are being addressed.

DO NOT INCLUDE ANY PRICE INFORMATION IN YOUR RESPONSE AND BE SURE TO INCLUDE THESE ADDITIONAL PAGES IN THE ENVELOPE MARKED "TECHNICAL PROPOSAL MAYNARD COUNTRY CLUB OPERATION SERVICES."

See Section VII of RFP for the Standards which will be used in ranking the responses to the Evaluative Criteria.

Attachment C

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Sign and Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A
_____, authorized signatory for
name of signatory _____, whose
name of contractor
principal place of business is at _____,
_____ does hereby certify under the pains and penalties of
perjury that _____ has
paid all _____
name of contractor
Massachusetts taxes and has complied with all laws of the Commonwealth of
Massachusetts relating to taxes, reporting of employees and contractors, and withholding
and remitting child support.

Signature
Date

Federal Identification No. of _____ : _____
name of contractor number

