REQUEST FOR PROPOSALS
UNDER A FULL LEASE AGEEMENT (CONTRACT)
TO PROVIDE PROFESSIONAL MANAGEMENT,
OPERATIONS, AND MAINTENANCE
FOR THE
STONEHAM UNICORN
AND
STONEHAM OAKS MUNICIPAL GOLF COURSES
AND ASSOCIATED FACILITIES

Town of Stoneham

Responses due by 12:00 P.M. (Noon) on Friday October 23, 2015

PLEASE NOTE: RFP INTRODUCTION CONFERENCE
To be held on Thursday, September 17, 2015 at 9:00 A.M.
Stoneham Town Hall, Banquet Room (Basement),
35 Central Street, Stoneham, MA 02180

PRE-PROPOSAL CONFERENCE
To be held on Monday October 5, 2015 at 10:00 A.M.
Unicorn Golf Course, Clubhouse - 460 William Street,
Stoneham, MA 02180

REQUEST FOR PROPOSALS UNDER A FULL LEASE AGEEMENT (CONTRACT) TO PROVIDE PROFESSIONAL MANAGEMENT, OPERATIONS, AND MAINTENANCE FOR THE

STONEHAM UNICORN AND STONEHAM OAKS MUNICIPAL GOLF COURSES* AND ASSOCIATED FACILITIES

Issued by the Town of Stoneham
Date RFP Issued: Wednesday, September 2, 2015

Responses due by 12:00 P.M. (Noon) on Friday October 23, 2015

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1.0 PURPOSE AND INTENT.

The Town of Stoneham ("Town") is soliciting Proposals from qualified bidders[1] interested in performing the services (services to include as applicable the provision and sale of goods) to provide professional management, operations, and maintenance for the Stoneham Unicorn ("Unicorn") and Stoneham Oaks ("Oaks") Municipal Golf Courses and to operate and manage pro shops, golf carts, snack bar, and other concessions under a full lease agreement. (Hereinafter the lease agreement is also referred to as the "Lease" "contract" or "Contract".) The Town reserves the right to proceed in whole or in part or not to proceed with any portion of this RFP and its Scope of Services, as needed, based on the determination of the Town, or to terminate the selection process at any time. ***As such, the Town may select to proceed ahead with the selection of a successful bidder only for the Unicorn golf course portion of this RFP, without the inclusion of the Oaks golf course and Oaks portion of this RFP. Additionally, if the Town proceeds ahead and selects a successful bidder for both Golf Courses, please note that pursuant to this RFP, Bidders must acknowledge that they fully understand that at any time during the term of the Lease, the Town shall have the right, upon six (6) month written notice to the Lessee, to close the Oaks golf course and repurpose the Oaks golf course for another use outside of and**

[1] This RFP process seeks "proposals". For purposes of simplicity of reading, those making proposals are referred to in this RFP as the "Bidder", "Bidders" or "bidders".

apart from this RFP and the Lease Agreement. Accordingly there are two (2) Price Worksheets that must be submitted with all Proposals – one Price Worksheet based on the lease and services being for both golf courses and the other Price Worksheet based on the Lease and services being for and applicable to the Unicorn golf course only.

The Town Administrator and a Selection Committee will select one Bidder to provide these services. The Town is soliciting proposals for the management, operation, and maintenance of the Unicorn and Oaks golf courses by a Bidder under a five (5) year lease (contract), beginning January 1, 2016 through December 31, 2021 with two (2), two (2) year Town options to renew.

This Request for Proposal is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, Section 16 and all lease documents will be awarded in accordance with this Request for Proposal and applicable law. If it becomes necessary to revise any part of the RFP or otherwise provide additional information, one or more addendum will be issued to all prospective Bidders who received copies of the original RFP pursuant hereto.

Because of the need and interest in seeking an appropriately qualified entity that will provide the services sought, the Town is using the RFP process, as appropriate pursuant to Section 16 of Chapter 30B, and comparative criteria to judge this procurement based on a number of criteria. The RFP process will enable the Town to provide higher and lower ratings to bidders when comparing qualifications and capabilities to select the most advantageous proposal taking into consideration all evaluation criteria, including financial benefit to the Town.

Authorization for the lease pursuant to this RFP will be sought and is anticipated to be obtained at the Stoneham Town Meeting scheduled for October 22, 2015. The Town's authority to go forward and enter into a lease pursuant to this RFP is subject to the grant of such authorization by the Stoneham Town Meeting.

The Unicorn Golf Course is a nine hole, 3,234 yard course. The Oaks is a nine hole, 2,250 yard par 3 executive course. It is the goal of the Town to have a top rated, quality, attractive, and affordable facilities. Bidder shall maintain the Unicorn and Oaks Golf Courses in excellent play conditions and shall be continued to be operated as accessible, affordable, and user friendly public golf facilities for players of all ages and skill levels in the tradition of municipal golf courses.

The Oaks Par 3 golf course located with easy on and off access to route 93 north and south exits. It is the closest Par 3 course to Downtown Boston only 11 miles away. It is one of the only par 3 courses in the region and the only par 3 golf course in Middlesex county. It is a great course for business people or anyone who wish to play a fast round of golf, for beginners, and for those golfers who do not hit long drives. The terrain and the holes are varied and interesting.

A schedule of proposed greens fees and cart rental fees for the initial golf season (2016) must be included in the Proposal and will be a factor in the selection of the successful Bidder. See **Unicorn and Oaks Green Fee Proposals** (Submission Document No. 4). Proposed greens fees and cart rental fees may not be substantially greater than the current fees, and bidders are encouraged to propose reasonable fees, which may, of course, be at or below the current fee amounts. (A copy of the current green fees and cart rental fees are attached hereto as **Exhibit 3**.) Greens fees for Stoneham residents must be discounted from non-resident rates. Special consideration for seniors and veterans is encouraged.[2] Any increases in future fees must be approved by the Town Administrator in his/her reasonable judgment.

This RFP process will allow the Town to make a determination so as to award the Lease (contract) to a qualified, responsive and responsible Bidder making the most advantageous proposal to the Town taking into consideration all evaluation criteria, including financial benefit to the Town.

INSTRUCTIONS TO BIDDERS.

1. Attention of all Bidders is directed to Chapter 30B, Section 16 of the General Laws of the Commonwealth of Massachusetts; all other applicable sections Chapter 30B and all other relevant chapters of the General Laws which govern the award of this contract.

2. The Town may cancel this RFP, in whole or in part, or may reject all Proposals submitted in response, or may procure only some of the services outlined in this RFP (**for example proceed ahead only with a lease and services hereunder for the Unicorn golf course only, and not the Oaks golf course**) whenever such action is determined to be in the best interest of the Town.

3. The Town Administrator and Selection Committee may request that supplementary information be furnished to assure the Town that a Bidder has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.

4. The Bidder shall sign each separate Submission Document (see Section 9 below) in ink. In the case of an organization, partnership, or corporation, a person having the legal authority from said organization to sign the Proposal must sign the document.

5. All Proposals shall be submitted to the Stoneham Town Administrator, Stoneham Town Hall, 2nd Floor, 35 Central Street, Stoneham, MA 02180) on or before **12:00 noon on Friday October 23, 2015.** No faxed or e-mailed proposals will be accepted.

6. Any Proposal received after **12:00 noon on Friday, October 23, 2015** will be deemed "non-responsive" and shall not be opened. Unopened proposals will be returned to the Bidder.

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[2] All Town of Stoneham school golf teams may use the course for practice daily Monday through Friday (except holidays), not to exceed three (3) hours during the school golf team season and two (2) weeks prior thereto, and for scheduled home matches, including league play by Stoneham, at no cost. The Lessee may schedule the hour of practice between 3:00 p.m. and 7:00 p.m. in advance.

7. Each Proposal shall be in a SEALED envelope, clearly marked "**Stoneham Unicorn and Oaks Golf Courses RFP Response**", and with the name and address of the Bidder on the envelope.

8. Bidders may correct, modify, or withdraw a Proposal on or before **3:50 p.m.** on **Thursday, October 22, 2015.** Corrections or modifications shall be in sealed envelopes, clearly marked "**Stoneham Unicorn and Oaks Golf Courses RFP Response – Correction or Modification**", with the name and address of the Bidder. Any late correction or modification to the Proposal will not be accepted.

9. Each Bidder shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any Bidder from any obligation in respect to their Proposal or this RFP.

10. It is understood that the Bidder's Proposal to the Town shall remain valid for ninety (90) days past the submission deadline set-out herein or as may otherwise be extended by the Town.

11. The Bidder's attention is directed to the fact that all applicable federal, state laws, municipal by-laws, and the rules and regulations of all authorities having jurisdiction over this Proposal and a subsequent lease (contract) shall apply hereto and to said lease, and they shall be deemed to be included herewith the same as though herein written out in full.

12. Bidders shall submit Proposal's in good faith and shall not collude with any other individuals, entities or other Bidders in creating the Proposal to subvert the bid process. See **Non-Collusion Certificate (Submission Document No. 7).**

13. If the Bidder intends on subcontracting a portion(s) of the required work, then the Bidder shall ensure that all specifications within their Proposal as well as the RFP are met, regardless of who performs the work. Any subcontractors must be so noted in the Bidder's Proposal.

14. All costs involved in preparing the Proposal will be borne by the Bidder; the Town shall not be liable for any costs associated with the creation or submission of the Proposal. The Bidder shall be familiar with all federal, state, local and other laws relating to this type of work and shall obtain all permits required and shall pay all expenses for same.

15. By submitting a Proposal, each Bidder certifies that its Proposal is in accordance with this Request for Proposal and that the Bidder has read and understands all sections and provisions of the RFP. Failure to do so will not relieve a successful Bidder of its obligation to furnish all services, labor, and materials necessary to carry out the provisions of the Lease (contract). The submission of a proposal shall be considered prima facie evidence that the Bidder has made such examination of the RFP and is familiar with the conditions to be encountered at the Golf Courses and in performing the services and work.

16. Proposals which are incomplete, conditional or obscure are subject to being rejected. No award will be made to any Bidder who cannot satisfy the Town that it has sufficient ability and sufficient capital to enable the Bidder to meet the requirements of this RFP. The Town's decision or judgment on these matters shall be final, conclusive and binding.

17. The evaluation of the Proposals will be conducted by the Town Administrator and Selection Committee. Their judgment will be based upon the evaluation criteria set forth in this RFP.

18. The Proposals will be publicly opened on the date, time and place as stated herein (immediately after **12:00 noon on Friday, October 23, 2015)**, unless that date and/or time is extended by the Town Administrator, in the 2nd floor conference room of the Stoneham Town Hall, 35 Central Street, Stoneham, MA 02180. The name of the person or organization submitting a Proposal will be read and recorded. The contents of all Proposals will be opened publicly and reviewed generally with respect to submission components.

19. A Lease (contract) resulting from this RFP shall be awarded to the Bidder making the most advantageous proposal to the Town taking into consideration all evaluation criteria, including financial benefit to the Town. The Town Administrator and the Selection Committee will be the judge in determining whether a Bidder's Proposal satisfies the requirements of this RFP and whether or not the Proposal will prove advantageous to the Town. The selected Bidder shall be under contractual agreement to the Town per the attached Lease provisions made a part of this RFP. Response to this Request for Proposal acknowledges the Bidder's acceptance of all sections and requirements of this document, including the lease/contractual provisions of this RFP, including as contained in Exhibit No. 7 attached hereto and incorporated herein. The Request for Proposal will be written into or otherwise incorporated into the successful Proposer's Lease, unless determined by the Town to be in conflict with or inconsistent with this RFP or applicable law or regulations.

20. All documents contained herein by reference shall be part of this RFP and shall be deemed to be incorporated herein.

2.0 SCOPE OF SERVICES.

See Section 8.0 below – **Exhibits**.

3.0 KEY DATES FOR THIS RFP, INCLUDING TWO CONFERENCES AND PROPOSAL SUBMISSION DEADLINE.

A RFP Introduction Conference will be held at 9:00 a.m. on Thursday, September 17, 2015 at the Stoneham Town Hall, 35 Central Street, Banquet Hall (Basement), Stoneham, MA 02180 to provide those attending with an overview of the RFP process. (This Conference is separate and apart from the Pre-Proposal Conference subsequently being held on Monday, October 5, 2015.) Attendance at this conference is welcomed, but optional for potential bidders.

A Pre-Proposal Conference will be held at 10:00 a.m. on Monday, October 5, 2015 at the Stoneham Unicorn Golf Course Clubhouse, 460 William Street, Stoneham, MA 02180. This conference will include a tour of the Golf Courses and associates facilities. The Town strongly encourages all prospective Bidders to attend this conference. Bidders who do not attend will be no less responsible for compliance with the provisions contained in this RFP and information provided at the pre-Proposal conference, than those Bidders who attend the pre-Proposal conference. Failure to attend will not be a basis or excuse for noncompliance with the RFP.

Following are anticipated dates for this Request for Proposal. Please respond in accordance with these requirements. Dates are subject to change.

Anticipated dates for this RFP and Proposals*

September 2, 2015	RFP Issued and available
September 17, 2015 at 9:00 a.m.	RFP Introduction Conference – Stoneham Town Hall, Banquet Hall (Basement), 35 Central Street, Stoneham, MA
October 5, 2015 at 10:00 a.m.	Pre-Proposal Conference – Unicorn Golf Course, Clubhouse, 460 William St., Stoneham, MA
October 19, 2015 at 4:00 p.m.	Last day to submit questions to the Town Administrator
October 22, 2015 at 3:50 p.m.	Last day and time to correct, modify or withdraw an original proposal previously submitted
October 22, 2015	Stoneham Town Meeting- authorization for lease
October 23, 2015 at noon	Proposals Due, 12:00 noon, Town Administrator's Office, Town Hall, 35 Central St, Stoneham, MA 02180
November 9-13, 2015	Interview period
December 1, 2015 or earlier*	Notification of Award/followed by provision of the lease to the successful bidder**
January 1, 2016	Lease to commence

* The anticipated dates may change per the Town Administrator's approval.

** The Lease (contract) must be returned within 14 calendar days of the award, unless otherwise extended in the sole discretion of the Town.

4.0 PROPOSAL SUBMISSION / INTERVIEW / BID DEPOSIT.

Proposals must be submitted in a sealed envelope containing **both** a signed original **RFP Overall Response** (Submission Document No. 2) and a signed original of **the Price Worksheets** (Submission Document No. 3). The name and address of the Bidder shall be included on the envelope and addressed to:

Mr. David Ragucci
Town Administrator
Town of Stoneham
35 Central Street
Stoneham, MA 02180

Each Bidder must acknowledge in their Proposal by signing and submitting **Addenda Acknowledgment** (Submission Document No. 10) as part of their RFP response, that they have received any and all Addenda for this RFP.

No faxed or email Proposals will be accepted. Proposals received after the time and date listed above will not be considered.

The Town Administrator and Selection Committee reserve the right to hold in person or telephone interviews with any or all of the Bidders submitting Proposals. It is anticipated that any such interviews would occur during the week beginning **Monday, November 9, 2015** or shortly thereafter. Each Bidder being requested to attend an interview will be notified by the Town Administrator or his/her designee on or about **Monday, November 2, 2015.**

The Town will not be responsible for any expenses in the preparation and/or presentation of the Proposals or interviews, if any, for the disclosure of any information or material received in connection with this RFP, whether by negligence or otherwise.

The Town Administrator and Selection Committee reserve the right to request additional information if necessary, or to request and interview with Bidders, or to reject any and all Proposals with or without cause, and in its sole discretion, waive any irregularities or informalities, such as minor elements or non-compliance with regard to the requirements of this RFP, in the Proposals submitted. The Town further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all Bidders submitting Proposals.

The Town reserves the right to proceed in whole or in part or not to proceed with any portion of this RFP and its Scope of Services, as needed, based on the determination of the Town[3], or to cancel this RFP, or to reject any or all proposals, in whole or in part, if it deems it in the best interest of the Town to do so; to waive any informality, or to accept the proposal it deems to be in the best interest of the Town to the fullest extent allowed by law. In the event that all Proposals are rejected, the Town reserves the right to re-solicit Proposals.

Bidders may correct, modify, or withdraw the original Proposals on or before **3:50 p.m. on Thursday, October 22, 2015.** Corrections or modifications shall be in sealed envelopes, clearly marked "**Stoneham Unicorn and Oaks Golf Courses RFP Response - Correction/Modification**", with the name and address of the Bidder on the envelope. Any late correction or modification to the Proposal will not be accepted.

The responding Bidder assumes sole responsibility for the complete effort required to respond to this RFP. No special consideration shall be given after the Proposals are opened because of a Bidder's failure to be knowledgeable about all requirements of this RFP. By submitting a Proposal in response to this RFP, the Bidder represents that it has satisfied itself, from its own investigation, of all of the requirements of this RFP.

Communications with the Town Administrator or Selection Committee by the Bidder or the Bidder's representative(s) concerning this RFP, other than as provided for by this RFP or by the Town in accordance with applicable law, is <u>not</u> permitted during the of the submission and evaluation periods and process, and may result in the rejection of the Bidder's Proposal.

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[3] **As such, the Town may select to proceed ahead with the selection of a successful bidder only for the Unicorn golf course portion of this RFP, without the inclusion of the Oaks golf course and Oaks portion of this RFP.**

Bid Deposit - Each Proposal must be accompanied by either a certified or cashier's check payable to the Town, or a bid bond from an authorized surety company authorized to do business in the Commonwealth of Massachusetts, in the amount of Ten Thousand Dollars (**$10,000).** All Proposal deposits shall be returned upon final execution of a Lease (contract), or if no Lease (contract) is executed, no later than the expiration of ninety (90) calendar days from the date set for opening of the Proposals, as may have been extended. If the successful Bidder fails to perform its agreement to furnish a properly executed Lease (contract) as provided for in this RFP, including the required security for performance (i.e. performance bond) within fourteen (14) 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.

5.0 QUESTIONS AND ANSWERS.

Bidders will be permitted to ask questions regarding any aspect of this RFP at the:

(i) RFP Introduction Conference will be held at 9:00 a.m. on Thursday, September 17, 2015 at the Stoneham Town Hall, 35 Central Street, Banquet Hall (Basement), Stoneham, MA 02180; and

(ii) Pre-Proposal Conference scheduled for 10:00 a.m. on October 5, 2015 at the Unicorn Golf Course Clubhouse, 460 William Street, Stoneham, MA.

The Town Administrator will also accept questions from Bidders regarding any aspect of this RFP via e-mail only until 4:00 p.m. on **Monday, October 19, 2015.** Questions should be directed via e-mail to **Town Administrator David Ragucci; dragucci@stoneham-ma.gov with a follow up paper copy** forwarded to the Town Administrator at Stoneham Town Hall, 35 Central Street, Stoneham, MA 02180. Verbal or telephone interpretations, if made, shall be strictly informal and not legally binding. All answers to questions posed will be through an addendum to this RFP and made available to all Bidders who received an RFP pursuant hereto.

6.0 SUBCONTRACTING AND STAFFING.

The Bidder must identify any and all subcontractor(s) in its Proposal. (In it "RFP Overall Response" (Submission Document No. 2.) The Bidder must use the subcontractor identified in the Bidder's Proposal (as accepted by the Town) to perform services required, unless the Town Administrator approves of a change to or addition of a subcontractor. The Town Administrator reserves the right not to allow subcontractors who are not capable of demonstrating their experience and proficiency.

7.0 THE PROPOSAL. The Proposal to be submitted by each Bidder shall include the **RFP Overall Response** (Submission Document No. 2) and the **Price Worksheets** (Submission Document No. 3). Additionally, the requested supporting documents listed in Section 9.0 below must be included with the Proposal.

7.1 Price (Lease Payments). The Bidder's proposed fee (Lease payments) to be paid to the Town shall be submitted on the **Price Worksheets** (Submission Document No. 3). The completed form shall be signed by the Bidder or an authorized representative of the Bidder and placed in the sealed envelope with the **RFP Overall Response**

(Submission Document No. 2) and other required Proposal documents as set out in this RFP, all as part of the RFP Proposal.

7.2 Unicorn and Oaks Green Fee Proposals. (Submission Document No. 4.) - A schedule of proposed greens fees and cart rental fees must be included in the Proposal and will be a factor in the selection of the successful Bidder. See **Unicorn and Oaks Green Fee Proposals** (Submission Document No. 4.) Proposed greens fees and cart rental fees may not be substantially greater than the current fees, and bidders are encouraged to propose reasonable fees, which may, of course, be at or below the current fee amounts. (A copy of the current green fees and cart rental fees are attached hereto as **Exhibit 3**.) Greens fees for Stoneham residents must be discounted from non-resident rates. Special consideration for seniors and veterans is encouraged. Any increases in future fees must be approved by the Town Administrator in his/her reasonable judgment.

7.3 Acknowledgement of Stoneham Oaks Possible Close. (Submission Document No. 5). Bidders must acknowledge that they fully understand that at any time during the term of the Lease, the Town will have the right, upon six (6) month written notice to the Lessee, to close the Oaks golf course and repurpose the Oaks golf course for another use outside of and apart from this RFP and the Lease agreement.

7.4 Landscape and Greens Equipment Price Bid Sheet. The Town owns the equipment listed on **Exhibit No. 4**. This equipment is used on the Golf Courses to maintain the fairways, greens, and other landscaped areas. Bidders are required to submit as part of their RFP Proposal the attached **"Landscape and Greens Equipment Price Bid Sheet"** (Submission Document No. 6.) and indicate thereon whether or not they will purchase all or some of this equipment from the Town, and if so interested in purchasing said equipment, the Bidder shall list the proposed purchase price thereof for the equipment requested for purchase. If the Town agrees to accept the bid to purchase said equipment then the Town will transfer title to this equipment to the successful bidder.

7.5 Certification of Non-Collusion. Each Proposal must include a signed **Certificate of Non-Collusion** (Submission Document No. 7.)

7.6 Disclosure of Beneficial Interest (Submission Document No. 8.) A disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction that must be filed with the Massachusetts Division of Capital Asset, pursuant to G.L. c. 7, sec. 40 J.

7.7 Tax Certification Form. Each Proposal must include a signed **Tax Certification Form** (Submission Document No. 9.)

7.8 Addenda Acknowledgment Form. Bidders must complete and submit the Addenda Acknowledgment Form regardless of whether or not an Addenda or Addendum was/were issued. **Addenda Acknowledgment Form** (Submission Document No. 10.)

8.0 EXHIBITS.

The following "Exhibits" are attached to this RFP and incorporated herein. These Exhibits provide information that is or may be relevant and/or helpful to Bidders. Whereas "Submission Documents" must be completed and submitted with each Bidder's Proposal to this RFP, "Exhibits" are provided for information purposes and are not submitted as part of Bidder's Proposals. The Exhibits are as follows:

Exhibit 1 - Scope of Services.

Exhibit 2 - Grounds Specifications.

Exhibit 3 - Current Green Fee and Cart Rental Fees.

Exhibit 4 - List of Town of Stoneham Golf Course Equipment.

Exhibit 5 - Revenue Chart Unicorn and Oaks Golf Courses.

Exhibit 6 - Budget – Actual Expenses for Golf Courses, FY 2008 – 2016.

Exhibit 7 - Terms and Conditions for Lease.

9.0 INSTRUCTIONS FOR SUBMITTING A PROPOSAL.

The Bidder shall describe its approach and plans for accomplishing the services and work outlined in this RFP.

Proposals must be submitted in a sealed envelope containing **both** a signed original of **the RFP Overall Response** (Submission Document No. 2) and a signed original of **the Price Worksheets** (Submission Document No. 3) **and** the other required Submission Documents. The name and address of the Bidder shall be included on the envelope and addressed to:

Mr. David Ragucci
Town Administrator
Town of Stoneham
35 Central Street
Stoneham, MA 02180

It is the sole responsibility of the Bidder to ensure that the Proposal arrives on time and at the designated place.

The Proposal must consist of all of the following Submission Documents[4]:

A. **Cover Letter**. (Submission Document No. 1.)

B. **RFP Overall Response** (Submission Document No. 2.)

Please use 8½ by 11 inch paper/pages for both Cover Letter and RFP Overall Response.

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[4] Forms are provided for all submissions except the "**Cover Letter**" (Submission Document No. 1) and the "**RFP Overall Response**" (Submission Document No. 2).

Include **each** of the following as part of your "RFP Overall Response". The requested response information may be submitted all as one document or as separate documents, as long as all submissions/responses are provided. Please address in the same order as stated below, whether in one document or otherwise attached documents, and please use the same numbering as below.

1. Listing and Description of Bidder's Prior Experience Managing, Operating, and Maintaining Golf Courses.

2. References Regarding Golf Course Management, Operations and/or Maintenance Performance.

3. Organization Chart.

4. Key Team Personnel List and Resumes.

5. Resume of Golf Course Superintendent.

6. Golf Professionals PGA/LPGA Certification.

7. Business (and/or as applicable Personal) Financial Statements (including Balance Sheets and Income Statements for the most recent two (2) or more fiscal years of the Bidder)

8. Credit and Financial References.

9. Technical Approach and Plans to Meet RFP Requirements For the Unicorn and Oaks Golf Courses.

10 Plan to increase play at the Unicorn and Oaks golf courses, including by Stoneham residents and by juniors, and to increase public awareness of the courses as a community resource.

11. Accountability of Revenues.

12. Marketing Experience at other Golf Courses.

13. Marketing Strategy.

14. Plan for Pro Shops, Concessions, and Snack Bar.

15. Beautification Plan.

16. Business Plan - Unicorn Golf Course and associated facilities.

17. Business Plan - Oaks Golf Course and associated facilities.[5]

C. **Price Worksheets**. (Submission Document No. 3.)

D. **Unicorn and Oaks Green Fee Proposals**. (Submission Document No. 4.)

E. **Acknowledgement of Stoneham Oaks Possible Close**. (Submission Document No. 5.)

F. **Landscape and Greens Equipment Price Bid Sheet.** (Submission Document No. 6.)

G. **Certificate of Non-Collusion**. (Submission Document No. 7.)

H. **Disclosure of Beneficial Interest**. (Submission Document No. 8.)

I. **Tax Certification Form.** (Submission Document No. 9.)

J. **Acknowledgement of Addendum/Addenda Form**. (Submission Document No. 10)

A more detailed description of the items required in the **Cover Letter** (Submission Document No. 1) and the **RFP Overall Response** (Submission Document No. 2.) referenced above, follows immediately below:

9.1. A Cover Letter.

The Bidder must include a cover letter which includes the full name and address of the Bidder. The Bidder must indicate the name and contact information for the individual who will be the senior contact person for the responding Bidder for the lease and related services resulting from this RFP. The Bidder must also indicate whether the Bidder is operating as an individual proprietorship, partnership, or corporation. The cover letter should also indicate the state of incorporation, if any, of the Bidder. The Cover Letter must also include identification of any and all subcontractors proposed by the Bidder for this RFP.

9.1. B(1) Listing and Description of Bidder's Prior Experience Managing, Operating, and Maintaining Golf Courses.

List and describe Bidder's prior experience managing, operating, and/or maintaining golf courses. Through a response to the specific requests below, the Bidder should clearly state its skills and experience in a manner that demonstrates its capability to operate

[5] The Oaks Par 3 golf course located with easy on and off access to route 93 north and south exits. It is the closest Par 3 course to Downtown Boston only 11 miles away. It is one of the only par 3 courses in the region and the only par 3 golf course in Middlesex county. It is a great course for business people or anyone who wish to play a fast round of golf, for beginners and for those golfers who do not hit long drives. The terrain and the holes are varied and interesting.

the Golf Courses pursuant to this RFP. If applicable, please highlight experience(s) and projects in which members of your proposed project team have worked together. Please indicate for each such prior experience which you list, the scope of relevant services and the location thereof.

1. Please provide a description of experience within the past ten (10) years related to:
   i. Golf course management and operations as either owner or operator in Massachusetts;
   ii. Golf course management and operations as either owner or operator outside Massachusetts;
   iii. Experience operating public golf courses and municipally owned golf courses;
   iv. Experience with golf course maintenance; and
   v. Experience operating a pro shops.

For all experiences and/or facilities referenced in response hereto, provide the name of the facility; the golf management, operations and/or maintenance services provided at the facilities; the number of years providing said services, the address of the facilities; and the names, addresses and phone numbers of owners and managers.

9.1. B(2) References Regarding Golf Course Management, Operations and/or Maintenance Performance.

The Bidder must provide at least three (3) references applicable to the scope of services set out in this RFP (golf course management, operations, and/or maintenance) with contact names, telephone numbers, business or residential addresses and e-mail addresses.

9.1. B(3) Organizational Chart.

Provide an organizational chart. The organization chart must include each individuals or positions work category and titles for the services to be provided for the Unicorn and Oaks golf courses pursuant to this RFP. For the purposes of this RFP, list each principal, partner, or officer of the Bidder, or a project executive, project manager, senior principal, or key management personnel identified as having a responsible role in the provision of services in the event the Bidder is selected. Please indicate the number of hours such personnel will generally devote to the provision of services herewith on an average week and how many of those hours are, in general, anticipated to be provided at the Golf Courses.

9.1. B(4) Key Team Personnel/Members and Mandatory Positions/Personnel.

Key Team Personnel/Members

Provide a Key Team Personnel List, and a resume for each Key Team Member including all relevant golf course management, operations, and/or maintenance experience, including the number of years' experience, the position(s) held, the duties of the position(s), and the name and address of the golf course(s).

Key Team Personnel/Members should **not** include the Golf Professional, the Golf Course Superintendent (responsible for the grounds of the Golf Courses); grounds staff, starters or rangers, which are separately addressed below and which positions must be included in a Bidder's proposal.

In responding hereto, Bidders should also set out:

(i) the function of each Key Team Member;

(ii) approximately how many hours per week the Key Team Member will spend on services provided in response to this RFP and how many of those hours will be spent at the Golf Courses (specifying as relevant whether said services will be provided at the Unicorn golf course and/or the Oaks golf course). **While each Bidder is free to make a proposal regarding the staffing plan at the Oaks golf course either generally or on any particularly time, the minimum staffing level of the Oaks golf course at any time is one (1) individual who must be knowledgeable about golf. Each bidder is, of course, free to propose, but is not required to propose, more than one (1) individual staffing the Oaks golf course at times the Bidder deems appropriate.**

In order to assist Bidders in hereto, a listing and description of traditional golf course positions and functions is set out below in order to provide a template, sample or simply a referenced point from which each Bidder responds hereto. Bidders' proposals should allow and provide for the provision of all essential and other material functions to properly and successfully manage, operate, and maintain the Unicorn golf course and the Oaks golf course.

1. On-Site Manager and Designated Assistant On-Site Manager.

An on-site individual serving as manager ("On-Site Manager") of the Golf Courses must have full authority to act for and bind the Lessee in all respects with regard to the management, operation, and maintenance of the Golf Courses, including but not limited to, supervising, hiring, and firing employees, authorizing work orders, and authorizing payments on behalf of the Lessee. The individual shall have served in the capacity of an On-Site Manager of a golf course with the above described level of independent authority for a minimum of five (5) years.

The On-Site Manager must be experienced and qualified to supervise all aspects of the management, operation, and maintenance of the Golf Courses. The On-Site Manager shall also attend meetings as requested by the Town Administrator and prepare any reports requested by the Town Administrator regarding the Golf Courses. The Town is committed to maintaining good relations with the neighborhoods surrounding the Golf Courses, as well as with the patrons of the Golf Courses. 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 Golf Course's operation. The On-Site Manager shall at all times be courteous to residents of the neighborhoods surrounding the Golf Courses and patrons, and shall be guided by the Town with regard to the resolution of complaints.

In addition to the On-Site Manager, there is a designated Assistant On-Site Manager. The On-Site Manager and/or the Assistant On-Site Manager shall present at the Golf Courses at all times during which the Golf Course are (or Golf Course is) in operation.

The On-Site Manager may also serve as the Pro Shops Manager and/or the Golf Professional at such times as may be determined by the successful Bidder, and may perform two (2) out of these three (3) functions at any one time, however no one person may perform all three (3) functions at the same time, except during periods of time when golf play is slow due to factors outside of the reasonable control of the successful Bidder, such as inclement weather, and with the prior approval of the Town Administrator or his/her designee which approval shall be confirmed by e-mail.

2. Pro Shops Manager. The Pro Shops Manager oversees the general operation of the Pro Shops and the Pro Shops counter staff. Such manager shall ensure the highest level of service which the Town is striving to achieve. **The Pro Shops Manager may also serve as the On-Site Manager and/or the Golf Professional at such times as may be determined by the successful Bidder, and may perform two (2) out of these three (3) functions at any one time, however no one person may perform all three (3) functions at the same time, except during periods of time when golf play is slow due to factors outside of the reasonable control of the successful Bidder, such as inclement weather, and with the prior approval of the Town Administrator or his/her designee which approval shall be confirmed by e-mail.**

Mandatory Positions/Personnel - Golf Professional, Starter, Ranger and Grounds Staff.

The following positions are mandatory positions that **must** be included by each Bidder's proposal:

1. Golf Professional. The Lessee shall employ a member of the Professional Golfers Association of America or Ladies Professional Golf Association with a minimum of five (5) years' experience as head or assistant Golf 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 Unicorn and Stoneham Oaks Municipal Golf Course. The Golf Professional will be available to advise the Lessee in golf related management decisions.

   The Golf Professional may also serve as the On-Site Manager and/or the Pro Shops Manager at such times as may be determined by the successful Bidder, and may perform two (2) out of these three (3) functions at any one time, however no one person may perform all three (3) functions at the same time, except during periods of time when golf play is slow due to factors outside of the reasonable control of the successful Bidder, such as inclement weather, and with the prior approval of the Town Administrator or his/her designee which approval shall be confirmed by e-mail.

2. Golf Course Superintendent. The Lessee shall employ a Golf Course Superintendent who shall work on a full-time basis on site throughout the golf season. The Golf Course Superintendent must possess at a minimum, any of the three qualifications listed below:

   (a) A two (2) or (4) year degree in turf grass management from recognized educational institution, and minimum of one (1) year as golf course superintendent, or an assistant golf course superintendent at a recognized golf facility; or

   (b) A short course certificate in turf grass management from an accredited college or university, and minimum of two (2) years as golf course superintendent or assistant golf course superintendent at recognized golf facility; or

   (c) Three (3) years or more experience as a golf course superintendent.

3. Starter. The Lessee shall employ starters to control play on the Golf Courses seven (7) days a week from daylight to dusk. At all times, the starters shall show courtesy and respect to all golf patrons.

4. Ranger. The Lessee shall employ a minimum of one (1) ranger on the Golf Course seven (7) days a week, from daylight to dusk. Such Ranger(s) shall take necessary action to keep play moving and orderly, and to ensure that the course rules of play are complied with. At all times, the rangers shall show courtesy and respect to all golf patrons.

5. Ground Staff. The Lessee shall employ a grounds staff under the direction and supervision of the Golf Course Superintendent as needed to keep the Golf Courses in top condition.

While each Bidder is free to make a proposal regarding the staffing plan at the Oaks golf course either generally or on any particularly time, the minimum staffing level of the Oaks golf course at any time is one (1) individual who must be knowledgeable about golf. Each bidder is, of course, free to propose, but is not required to propose, more than one (1) individual staffing the Oaks golf course at times the Bidder deems appropriate.

The Bidder shall employ or contract with a qualified mechanic to properly maintain all Golf Course equipment. Each Bidder shall state in its Proposal how it will provide this service. The maintenance/replacement of the equipment whether owned or purchased by the Lessee will be the sole responsibility of the Bidder, and not the Town.

9.1. B(5) Resume of Golf Course Superintendent.

Provide a resume of the Golf Course Superintendent setting out all of the individual(s) experience as a golf course superintendent and with golf course grounds work and services.

9.1. B(6) Golf Professional's PGA/LPGA Certification.

List the Golf Professional's PGA/LPGA certification.

9.1. B(7) Business (and/or as applicable Personal) Financial Statements, As Applicable (Current Balance Sheet and Income Statement)

Business (and/or as applicable Personal) Financial Statements (including Balance Sheets and Income Statements for the most recent two (2) or more fiscal years of the Bidder).

9.1. B(8) Credit and Financial References.

Provide three (3) or more business/golf industry references (at least one (1) of which shall be in the golf industry) showing that the Bidder makes timely payment of its bills or other evidence of financial responsibility. The Town reserves the right to request Bidders provide an applicable credit rating from and established credit rating bureau or alternatively the Town may seek and obtain an applicable credit rating for Bidder(s) from an established credit rating bureau subject to applicable law and regulations.

9.1. B(9) Technical Approach and Plans to Meet RFP Requirements for the Unicorn and Oaks Golf Courses.

The Bidder shall set forth in reasonable detail its overall technical approach and plans to meet the requirements of the RFP for the Golf Courses in a narrative format. This narrative should demonstrate that the Bidder understands the objectives of this RFP, the nature of the required work and the level of effort necessary to successfully perform the services. This narrative should demonstrate that the Bidder's approach and plans to undertake and perform the services are appropriate to the tasks and subtasks involved.

The Bidder shall also set forth a detailed work plan indicating how the tasks required by this RFP will be accomplished. Mere reiterations of the tasks and subtasks set forth in this RFP are strongly discouraged, as they do not provide insight into the Bidder's ability to perform and complete the services. The Bidder's response to this section should be designed to demonstrate that the Bidder's specific plans and proposed approach to perform the services are realistic, attainable, and appropriate and that the Bidder's Proposal will lead to successful performance of the services.

9.1. B(10) Plan to increase play at the Unicorn and Oaks Golf Courses, including by Stoneham residents and by juniors, and to increase public awareness of the courses as a community resource.

The Bidder shall set forth a plan to increase play at the Unicorn and Oaks Golf Courses, including by Stoneham residents and by juniors, and to increase public awareness of the courses as a community resource.

9.1 B(11) Accountability of Revenues.

The Bidder shall submit a detailed description of the methods to be used to ensure the accountability for all revenues gene rated at the Golf Courses. The Bidder shall also describe the proposed cash management and control system it proposes to use, to 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. See Section 12.8 of this RFP.

9.1. B(12) Marketing Experience at other Golf Courses.

The Bidder shall set forth its marketing experience at other golf courses.

9.1. B(13) Marketing Strategy.

The Bidder shall set forth its marketing strategy for the Unicorn and Oaks Golf Courses and associated facilities.

9.1. B(14) Plan for Pro Shops, Golf Carts, Snack Bar and other Concessions.

The Bidder shall set forth its plan for the Pro Shops, Golf Carts, Snack Bar and any other concessions.

9.1 B. (15) Beautification Plan for Golf Courses and associated facilities.

The Bidder shall set forth its plan for beautification the Golf Courses and associated facilities.

9.1 B. (16) Business Plan – Unicorn Golf Course.

The Bidder shall set forth its business plan for the Unicorn golf course and associated facilities. The business plan shall be reasonably detailed, including financials, and any other pertinent information with respect to the Bidder's provision of services in response to this RFP, for the Town to use in its evaluation process.

9.1 B. (17) Business Plan – Oaks Golf Course.

The Bidder shall set forth its business plan for the Oaks golf course and associated facilities. The business plan shall be reasonably detailed, including financials, and any other pertinent information with respect to the Bidder's provision of services at the Oaks golf course, for the Town to use in its evaluation process.

Proposals should address ways to maximize the revenue generating potential of the Oaks.

The potential exists to further develop the Oaks with the addition of a driving range, pitch and putt, or similar golf related uses. Bidder's may explore and share ideas in this regard with respect to the Oaks golf course, even if such ideas are not offered as part of the Bidder's specific proposal in response to the request set out in this Section.

9.1. 2 CORI Report.

The Town reserves any and all rights under applicable law and regulations with respect to criminal offender record information and requirements ("CORI"), and all Bidders are required to comply therewith as may be requested by the Town.

9.2 INSTRUCTIONS FOR SUBMITTING A PRICE (LEASE PAYMENT) PROPOSAL (Percentage of Total Gross Revenues In Addition To the Fixed Sum of $100,000 Per Year As Increased Annually Two and One-Half Percent (2.5%).

The Town requires that the successful Bidder shall pay a fixed sum of One Hundred Thousand Dollars ($100,000), increased two and one-half percent (2.5%) annually, to the Town each year as a lease payment **plus** a percentage of the total gross revenues ("Gross Revenue") generated at and on both the Unicorn and Oaks Golf Courses as set out in the successful Bidder's proposal. "Gross Revenue is defined as the total revenue generated and/or derived by the Lessee and any subcontractors, affiliate(s), agent(s) or associate(s) from all sources associated with the operation of the Golf Courses, including but not limited to greens fees, cart rental fees, sales of food, beverages, and merchandise on site.

Price (lease payment) proposals will be judged based on which provides the most financial benefit to the Town. Only the initial five (5) year lease period will be considered when evaluating Price (lease payments). (The option year lease payments will not be considered in evaluating financial benefit. (Bidders are reminded that the two separate two (2) year option periods are the Town's options to renew (at the Town's discretion).

Fixed payments in an amount of one-half of the annual fixed rent shall be made to the Town on or before every June 1st and October 1st of each lease (calendar) year.

Percentage of Gross Revenue payments shall be made no later than thirty-one (31) days of the end of each calendar quarter, as follows:

Quarter	Due Date
January 1st – March 31st	May 1st
April 1st – June 30th	August 1st
July 1st – September 30th	November 1st
October 1st – December 31st	February 1st

Each Bidder shall set out on the **Price Worksheets** (Submission Document No. 3) the percentage of gross revenue that the Bidder shall provide the Town for each of the five (5) original years of the Lease (for the period of January 1, 2016 through December 31, 2021 and for the two separate two (2) year option year periods of: (i) January 1, 2022 through December 31, 2023, and (ii) January 1, 2024 through December 31, 2025.)

Bidders Must Acknowledge That They Fully Understand That At Any Time During The Term Of The Contract The Town Will Have The Right, Upon Six (6) Month Written Notice To The Lessee, To Close The Oaks Golf Course And Repurpose The Oaks Golf Course For Another Use Outside Of And Apart From This RFP And The Lease Agreement. Acknowledgement of Stoneham Oaks Possible Close (Submission Document No. 5.)

The Bidder must submit an alternative Pricing Worksheets ("Unicorn Golf Course Pricing Worksheets") that shows what effect, if any, the closing of the Oaks Golf Course would have by adjusting either up or down (or if no effect, not adjusting) the percentage of revenue sharing with the Town for each year of the Lease if the Oaks were to close. In other words, this alternative proposal would be a Unicorn Golf Course Pricing Worksheets. **Price Worksheets** (Submission Document No. 3.)

The rent shall be paid in two (2) equal installments with the first rental payment due on or before June 1st each calendar year and a second equal payment shall be due on or before October 1st of each calendar year by certified bank check or money order. (The first two equal installment rental payments are in the amount of Fifty Thousand Dollars ($50,000) each, thereafter increasing 2.5% annually.)

10.0 STANDARD TERMS AND CONDITIONS.

By submitting its Proposal, the Bidder agrees that if selected, it shall be bound by the Scope of Services and Specifications set out in Section 12 below and the Terms and Conditions for Lease attached hereto as **Exhibit No. 7**.

Note: Required insurance coverage/policies to be held by the selected Bidder are set forth in the Standard Terms and Conditions.

11.0 SELECTION PROCESS.

11.1 All Proposals will be reviewed to determine responsiveness. Non-responsive Proposals will be rejected without evaluation of comparative criteria. Responsive Proposals will be evaluated pursuant to the evaluative criteria specified below. The Town reserves the right to request clarifying information subsequent to the submission of the Proposals, if necessary. Any Proposal which fails to include any material information or documentation specified in the Proposal submission requirements is non-responsive and may be rejected.

11.2 Each Proposal will be reviewed by the Town Administrator and Selection Committee. Those Proposals that meet all of the minimum requirements as outlined in this RFP including Section 11.7 below (unless otherwise deemed to be an informality or waived by the Town), and are determined to be both responsive (those that offer all of the services requested in the RFP and contain the required information and completed forms, unless otherwise waived pursuant to this RFP) and those that are responsible (those with the capability, integrity, and reliability to perform under the contract) will be further reviewed using the comparative criteria outlined in this section. A comparative criterion for separate rating areas will be used in this process. Each of the criteria contains ratings of:

Highly Advantageous
Advantageous
Not Advantageous

The Town Administrator and Selection Committee will review and score each bid pursuant to the evaluation criteria specified below. The evaluation will be based upon the information provided to the Town Administrator and Selection Committee in response to this RFP and any necessary verification of such information provided thereof.

11.3 The Town reserves the right to, and will, award the Lease (contract) to a qualified, responsive, and responsible Bidder making the most advantageous proposal to the Town taking into consideration all evaluation criteria, including financial benefit to the Town.

11.4 As used herein, the term "qualified, responsive, and responsible Bidder" shall be defined as a Bidder who has demonstrated the capacity, skill, ability, and integrity necessary to the faithful performance of the Lease (contract). Bidders may be investigated by the Town or its designated representative(s) to determine if they are

qualified to perform the obligations of the scope of services. The investigation may seek to determine whether the organization is adequate in size or scope, is or can be authorized to do business in the Commonwealth of Massachusetts, possesses adequate previous experience and whether the Bidders' financial resources are adequate to reasonably assure the Town that the Lease will be fulfilled, complied with and completed in accordance with the terms of this RFP. The Town Administrator and Selection Committee may perform site visits to Bidder's managed golf courses (existing or previous) to help determine the most qualified, responsible, and eligible Bidder. These site visits shall include, but not be limited to, a review of the pro shop operations, fee collections systems, food service operation, building cleanliness and upkeep, and overall golf course maintenance conditions. The Town reserves the right to reject any Proposal if the evidence submitted by, or the subsequent investigation of such Bidder fails to satisfy the Town that the Bidder is properly qualified to carry out the obligations of the Lease.

11.5 The Town reserves the right to proceed in whole or in part or not to proceed with any portion of the Scope of Services for the Project, in the order and strictly as needed, based solely on the determination of the Town, or to terminate the selection process at any time.

11.6 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. The Town reserves the right to waive any mistakes or informalities in the Proposals received and may request supplementary information from any particular Bidder 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, unless otherwise prohibited by applicable law.

11.7 Minimum Criteria.

1. Submit required Submission Documents.

2. This section establishes certain standards of experience and financial capability that the Town requires for a Bidder to be considered qualified. The Proposal must demonstrate that the Bidder's experience and financial capability are equal to or exceed the requirements listed below. The Town in its sole discretion will decide if a Bidder meets the standards.

More specifically:

(i) Bidder must have been in the golf management, operations, and maintenance business (or alternatively have been in two out of these three functions) at least three (3) years. Identify when the company was organized (and if a corporation, where incorporated) and how many years engaged in providing golf management, operations and/or maintenance services and for how long as that entity;

(ii) Bidder must currently manage, operate, and maintain (or alternatively currently provide two out of three of these functions) at one or more golf courses with a total of no less than 18 holes which golf course(s) are at a minimum similar in size and complexity to the Unicorn golf course; and

(iii) Bidder must be able to provide performance bond in the amount of Two Hundred Fifty Thousand Dollars ($250,000) or equivalent security as determined by the Town in its sole discretion.

11.8 Evaluative/Comparative Criteria. The criteria used to evaluate each Bidder's Proposal shall include, but is not limited to, expertise, capacity, experience, and personnel and will include the following evaluation criteria categories (not listed in order of significance):

Experience of Bidder Managing, Operating and Maintaining Golf Courses.

The experience of the Bidder in managing, operating and maintaining 9 and/or 18 hole golf courses of comparable or greater size, quality of grounds maintenance, conditions of play, and amenities as the Unicorn and Oaks Golf Courses.

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

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

Not Advantageous: Experience which does not include all of the following: three (3) years' experience by the Bidder at a golf course(s) meeting the criteria set forth above that generated income for the community while remaining affordable for the public.

References Regarding Golf Course Management, Operations and/or Maintenance Performance.

Highly Advantageous: Three (3) or more business/golf industry references (which must include at least one golf industry reference) which indicate superior quality of performance.

Advantageous: Less than three (3) business/golf industry references; or golf industry references (which must include at least one golf industry reference) which indicate only good quality of performance; or fair credit rating.

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

Staffing Including Experience and Qualifications of Bidder's Key Staff.

Highly Advantageous: Submission of an organizational plan showing a structured organization with clearly delineated responsibilities and identifying the Bidder's staff that will be assigned to manage, operate, and maintain the Golf Courses. Staffing levels must satisfy or exceed the required minimum staffing and experience levels set forth in RFP. Experience of key staff demonstrates a higher level of relevant experience and success.

Advantageous: Submission of a plan identifying the Bidder's staff who will be assigned to manage, operate, and maintain the Golf Courses, but not clearly indicating organizational structure or delineating responsibilities. Staffing levels satisfy the required minimum staffing and experience levels set forth in RFP. Experience of key staff demonstrates a reasonable level of relevant experience and success.

Not Advantageous: Submission of a plan which fails to identify the Bidder's staff who will be assigned to manage, operate, and maintain the Golf Courses, 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. Experience of key staff does not demonstrate a reasonable level of relevant experience and success.

The Golf Course Superintendent's Experience.

Highly Advantageous: The proposed golf course superintendent has five (5) years or more of experience as a golf course superintendent at comparable 9 and/or 18-hole golf courses.

Advantageous: The proposed golf course superintendent has three (3) to five (5) years of experience as a golf course superintendent, OR five (5) or more years of experience at an assistant golf course superintendent level or higher, at a comparable 9 and/or 18 hole golf courses.

Not Advantageous: The proposed golf course superintendent has less than three (3) years of experience as a golf course superintendent, AND less than five (5) years of experience at an assistant golf course superintendent level or higher, at a comparable 9 and/or 18 hole golf courses.

The Proposed Golf Professional's Certification.

Highly Advantageous: The proposed individual is a PGA/LPGA-certified Class A golf professional.

Advantageous: The proposed individual is a PGA/LPGA-certified, less than Class A, golf professional.

Not Advantageous: The proposed individual is not PGA/LPGA-certified at any level.

Financial Capability.

Highly Advantageous: Applicant submitted clear, comprehensive and complete financial statements demonstrating their ability to meet the required performance bond/security deposit of $250,000 and start up and support of this business opportunity, with cash reserves sufficient to meet unforeseen events.

Advantageous: Applicant submitted financial reports demonstrating their ability to meet the required performance bond/security deposit $250,000 and start up and support of this business opportunity, without highly leveraging themselves.

Not Advantageous: Applicant financial reports demonstrated limited ability to meet the required performance bond/security deposit of $250,000 and start up and support of this business opportunity.

Credit and Financial References.

Highly Advantageous: Three (3) or more business/golf industry references (at least one (1) of which shall be in the golf industry) showing that the Bidder makes timely payment of its bills or other evidence of financial responsibility.

Advantageous: Less than three (3), but at least one (1), business/golf industry reference(s) (at least one (1) of which shall be in the golf industry) showing that the Bidder makes timely payment of its bills or other evidence of financial responsibility.

Not Advantageous: The Bidder does not have any business/golf industry references which indicate good credit rating showing that the Bidder makes timely payment of its bills or other evidence of financial responsibility.

Scope of Services.

Highly Advantageous: Proposal was very thorough, appeared consistent with project intent, and responded to needs expressed by the RFP and Town in all areas. Principle will meet the stated onsite requirements as outlined in the RFP.

Advantageous: Proposal was adequate, appeared consistent with project intent and responded to needs expressed by the RFP and Town in all areas, but response regarding the status of the principle on site, as required in the RFP, is vague or incomplete.

Not Advantageous: Proposal is vague; Town is unable to determine if it is consistent with expressed needs or project intent of the RFP and Town. No specific responses to the requirement of principle on site as outlined in RFP.

Bidder's plan to increase play at the Unicorn and Oaks Golf Courses, including by Stoneham residents and by juniors, and to increase public awareness of the courses as a community resource.

Highly Advantageous: A plan which sets forth at least three (3) specific proposals which shall be offered by the Bidder if selected. 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 Courses as a community resource. Such plan shall 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.

Not Advantageous: A plan which sets forth no specific incentives which will be offered by the Bidder.

Accountability of Revenues. The Bidder 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 relevant category of revenue; and includes a comprehensive report describing the manner in which these revenues shall be 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 relevant category of revenue; 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.

Not Advantageous: A plan that does not address the way in which all revenue at the golf course will be accounted for by the Bidder.

Evaluation of marketing experience.

Highly Advantageous: The Bidder has experience marketing at least three (3) new or existing 9 and/or 18 hole golf course facilities, including use of print, radio, Internet, social media and/or cable television media and active solicitation of corporate outings and league play.

Advantageous: The Bidder has experience marketing at least one (1) but less than three (3) new or existing 9 and/or 18 hole golf course facility, including use of print, radio, Internet, social media and/or cable television media and active solicitation of corporate outings and league play.

Not Advantageous: The Bidder has no experience marketing a new or existing 9 and/or 18 hole golf course facility, including use of print, radio, Internet, social media and/or cable television media and active solicitation of corporate outings.

Evaluation of a marketing strategy.

Highly Advantageous: The Bidder's marketing strategy, including the use of print, radio, Internet, social media, cable television media, the active solicitation of corporate outings and league play and/or the Town's website, is very strong, and very relevant and appropriate to the stated objectives for the Golf Courses and accessory facilities.

Advantageous: The Bidder's marketing strategy, including the use of print, radio, Internet, social media, cable television media, the active solicitation of corporate outings and league play and/or the Town's website, is evident, and relevant and appropriate to the stated objectives for the Golf Courses and accessory facilities.

Not Advantageous: The Bidder's marketing strategy was not relevant or appropriate to the stated objectives for the Golf Courses.

Plan for Pro Shops, Golf Carts, Snack Bar, and other Concessions.

Highly Advantageous: The plan submitted address in some reasonable detail or more the operation of the pro shops, golf carts, snack bar, and other concessions.

Advantageous: The plan submitted begins to address or generally addresses the operation of the pro shop, golf carts, snack bar, and other concessions. .

Not Advantageous: The plan submitted is vague and does not give a clear understanding of the Bidder's plan for the operation of the pro shop, golf carts, snack bar and other concessions.

Beautification plan.

Highly Advantageous: Bidder submitted a detailed beautification plan that would materially improve the beautification and aesthetic conditions of the Golf Courses.

Advantageous: Bidder submitted a general beautification plan that would generally improve the beautification and aesthetic conditions of the Golf Courses.

Not Advantageous: The Bidder's submission is not reasonably deeded to be a beautification plan and would not improve the beautification and aesthetic conditions of the Golf Courses

Unicorn Business Plan.

Highly Advantageous: Business plan is submitted that is detailed and concise and provides a clear understanding of the Bidder's plan for the business operation.

Advantageous: Business plan is submitted that provides a good overview of the Bidder's plan for the business operation.

Not Advantageous: Business plan submitted is vague and does not give a clear understanding of the Bidder's plan for the business operation.

Oaks Business Plan.

The Oaks Par 3 golf course located with easy on and off access to route 93 north and south exits. It is the closest Par 3 course to Downtown Boston only 11 miles away. It is one of the only par 3 courses in the region and the only par 3 golf course in Middlesex county. It is a great course for business people or anyone who wish to play a fast round

of golf, for beginners and for those golfers who do not hit long drives. The terrain and the holes are varied and interesting.

The potential exists to further develop the potential of the Oaks with the addition of a driving range, pitch and putt, or similar golf related uses.

Proposers are asked to submit ideas in writing to maximize the revenue generating potential of the Oaks.

Highly Advantageous: Proposals that include ideas that could increase play and or ideas for generating more revenue at the Oaks through alternative golf related uses.

Advantageous: Proposals that acknowledge the potential of generating more revenue at the Oaks, but lack specifics.

Not Advantageous: Proposals that do not address the potential for increasing revenue at the Oaks.

11.9 INTERVIEWS.

Interviews, if conducted, by the Town Administrator and Selection Committee pursuant to Section 4 above, shall be evaluated as follows:

Highly Advantageous: The Bidder's interview and presentation were above average, being extremely clear and well-organized; the Bidder strongly demonstrated the knowledge to manage, operate, and maintain the golf courses.

Advantageous: The Bidder's interview and presentation were average, being reasonably extremely clear and organized; the Bidder demonstrated reasonable knowledge to manage, operate, and maintain the golf courses.

Not Advantageous: The Bidder's interview and presentation were below average, being less than clear and not reasonably organized; the Bidder did not demonstrate the knowledge to manage, operate, and maintain the golf courses.

11.10 Price (Lease Payment) Proposal Evaluation.

The Town requires that the successful Bidder shall pay a fixed sum of $100,000 (increased 2.5% annually) to the Town annually as a lease payment (rent) plus a percentage of the total gross revenues ("Gross Revenue") as set out in percentage terms in the successful Bidder's proposal, generated on both the Unicorn and Oaks Courses. "Gross Revenue is defined as the total revenue generated and collected by the Lessee and any affiliate(s), agent(s) or associate(s) from all sources associated with the operation of the golf courses, including but not limited to greens fees, cart rental fees, sales of food, beverages, and merchandise on site.

Price (Lease payment) proposals will be judged based on which provides the most financial benefit to the Town. Only the initial five (5) year lease period will be considered when evaluating price (lease) payments. (The option year lease payments will not be considered in evaluating financial benefit. (Bidders are reminded that the two separate two (2) year option periods are at the Town's discretion.)

Fixed payments in an amount of one-half of the annual fixed rent shall be made to the Town on or before every June 1st and October 1st of each lease year.

Percentage of Gross Revenue payments shall be made no later than thirty (30) days of the end of each calendar quarter, as follows:

Quarter	Due Date
January 1st – March 31st	May 1st
April 1st – June 30th	August 1st
July 1st – September 30th	November 1st
October 1st – December 31st	February 1st

11.11 Proposal Acceptance and Rejection. Notice of the acceptance of the Proposal will be given to the successful Bidder by the Town Administrator in an award letter to the Bidder's address stated in the Proposal and by e-mail. The successful Bidder shall deliver the Lease attached thereto, duly signed, and properly executed, within ten (10) business days of receipt of the notice of acceptance. If the successful Bidder fails to execute the Agreement within such time period, or such extension of time thereof which is at the sole discretion of the Town, the Town may accept another Proposal and exercise its right under the bid deposit or bond and retain said deposit or bond amount. The failure of any Bidder to examine the agreement documents shall not relieve it from the obligations it will incur if its Proposal is accepted. Such Lease shall not be effective until signed by the Town Administrator, the Town's contracting authority.

12.0 SCOPE OF SERVICES/SPECIFICATIONS.

The Scope of Services/Specifications for this RFP and the Lease to be awarded after the selection of the successful Bidder include:

1. All Scope of Service/Specification provisions contained in this RFP, including in Sections 12.1 to 12.20 below.

2. The Scope of Services - **Exhibit No. 1**.

3. Grounds Specifications For Golf Course - **Exhibit No. 2**.

4. Lease Terms and Conditions - **Exhibit No. 7**.

12.1 Utilities. All utility expenses such as water, sewer, electric, gas, waste disposal, recycling, telephone, cable television service, Internet service etc. which are or may be required to operate the Golf Courses shall be borne and timely paid for by the Lessee, including relocation of utilities, permits, connection fees, etc. Lessee shall provide any and all utilities, equipment, utensils and supplies necessary to the operation of all concessions (including snack bar(s) at all buildings at the Golf Courses. Lessee acknowledges that the leased premises currently contain adequate electrical supply for current operations at the Golf Courses. Should the Lessee desire any additional electrical line supply, the Lessee agrees to bear the full cost and expense of the installation of such additional electrical supply, subject to the prior written consent of the Lessor. The Lessee shall relinquish and, as applicable, return to the Town, any Town owned or provided equipment or structure(s) at the termination or other expiration of this Lease in as good order and condition as presently they are, reasonable wear and tear excepted.

12.2 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 not be operated during the months of December through March, without approval from the Town Administrator. With the approval of the Town Administrator or designee, the Lessee has the right to close the Golf Courses or part thereof to make repairs or because of inclement weather conditions which could cause severe damage to the golf course. Also, the Town Administrator shall have the authority to close the Golf Courses for reasonable cause as determined by the Town Administrator.

12.3 Sales and Rental Limitations. The Lessee shall have the exclusive right to sell or rent golf or golf related equipment.

12.4 Maintenance. The Lessee shall accept all properties, facilities, and equipment, including the irrigation system, "as is" in their presently existing condition. The Lessee shall, at its own expense, make all repairs necessary to maintain Town-owned buildings, structures, facilities and equipment, 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. The Lessee shall keep the Golf Courses and all buildings, including all restrooms, clean and orderly. It is acknowledged by the Bidder that standards for the maintenance, upkeep and repair of the golf course (greens, fairways, bunkers, rough, tees, irrigation, etc.), clubhouse, pro shops shall be made part of the Lease in the Town's reasonable determination. The Lessee is responsible for keeping the access driveways and parking lots serving the Golf Courses free of snow or ice accumulation during the golf season. It is further understood that the Lessee shall provide the Town Administrator a monthly management report in a format approved by the Town Administrator that shall include maintenance to greens, tees, fairways, roughs, building maintenance, levels of irrigation, fertilization, weed control, and other maintenance and beautification. Such report shall be provided within fourteen (14) days of the end of each month, and may be required on a more frequent basis if deemed necessary by the Town. The Bidder shall not make any alterations, additions, or improvements to the Golf Courses and facilities without the prior written consent of the Town Administrator. 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 Lease. The Lessee will not be responsible for major structural repairs to roofs, exterior walls, irrigation systems, heating, air-conditioning, or foundations when the cost of any such individual repair exceeds Ten Thousand Dollars ($10,000). Any such major structural repair(s) shall be at the discretion of the Town subject to public safety requirements.

The Lessee shall have available for use at the Golf Courses on a timely basis all equipment needed to perform the services required pursuant to this RFP and/or proposed by Bidder in its Proposal. (Please see Exhibit No. 4 with respect to some of the equipment used by the Town.)

The Lessee shall be responsible for the Golf Course security equipment and measures, including any additional lighting need or reasonably required by the Town, building alarms and cameras, as needed or reasonably required by the Town. The Town shall also have the right to maintain cameras at the Golf Courses, including, but not limited to, facing the pro shops and any other areas where green fees or other revenue is collected.

12.5 Minimum On-Site Equipment. The Lessee shall provide all equipment needed to maintain the Golf Courses and associated facilities in accordance with good and reasonable practice and standards, the requirements of this RFP and the Lease. No equipment or vehicles other than those required for on-site use at the Golf Course may be stored on the premises without the written consent of the Town Administrator which shall be at his/her sole discretion.

In addition to required maintenance equipment, the Lessee shall furnish at least twenty-five (25) power golf carts, new or in "like new" condition. The Lessee shall provide the Town Administrator or his/her designee with a copy of the maintenance service schedule and the Town shall have the right to require the Lessee to stop using and replace any golf cart the Town deems dangerous, unserviceable, or not in keeping with the character of the Golf Courses.

On or before March 1, 2016, the Lessee shall provide written evidence to the Town Administrator that it owns or leases all the equipment required to perform the service under this RFP and Lease and the required golf carts and that such equipment/golf carts will be available at the Golf Courses by 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 Lessee shall be responsible for replacing any required equipment/golf carts which fail to perform reliably during the term of the management contract.

12.7 Taxes. The Lessee 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 Bidder's operation thereof. The Town charges a Personal Property Tax for all property owned by the Bidder. This tax will cover golf carts, equipment, tables, chairs, etc. and is payable quarterly to the Town.

12.8 Records and Audits. The Bidders shall propose a detailed description of the methods to be used to ensure the accountability for all revenues generated at the Golf Courses, which method is subject to review and acceptance by the Town, and shall be

incorporated as deemed appropriate by the Town into the other accountability provisions in the Lease provided by the Town. The Lessee shall provide a written report on a monthly basis to the Town Administrator of all revenues received, regardless of source, including but not limited to, green fees, food and beverage sales, pro shops sales, golf cart rentals, club and pull cart rentals, golf lessons, tournament fees, marketing and advertising revenue, facilities rental and the like. Said written monthly report shall be provided to the Town no later than fifteen (15) days after the end of each month, unless otherwise extended in the sole discretion of the Town Administrator. The Lessee shall also provide a monthly written report of all public access, free rounds, and or related non-compensated for activities. The Bidder 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 and satisfactory to the Town Accountant and shall permit inspection of said books and records by the Town as often as deemed necessary in the opinion of the Town in a form acceptable to the Town. The Bidder shall submit at the end of each year (golf season) a certified, audited annual report, or as required by the Town, a profit and loss statement of operations, in a form considered to be good accounting practice according to the American Institute of Certified Public Accountants and satisfactory to the Town. Said annual submissions shall be made by the Lessee to the Town no later than March 1st of the following year, unless otherwise extended in the sole discretion of the Town Administrator.

The 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 Lessee shall be required to track and keep monthly records of number of rounds by category and carts provided to any golfer, including complimentary rounds and carts ("comps"), which shall include the name of the individuals who received the "comp" and why, and shall report and provide monthly to the Town the same. No Town officials, employees, or family members thereof shall receive any complementary use, rounds, golf carts, food, or merchandise. (They should be provided proper receipts for any transaction upon request(s).) "Comps", if provided by the Lessee, must be based on reasonable business purposes, and the total number of "Comps" should be reasonably limited. The Town Administrator shall have the right to limit or otherwise prescribe "Comps" if the Town Administrator determines that the use thereof is not based on a reasonable business purpose, is not reasonably limited in scope or amount, creates an appearance of unwarranted favoritism, or for other reasonable cause.

12.9 Performance Bond/Security Deposit.

The Bidder shall, at or before the execution of the Lease, furnish to the Town an acceptable corporate surety bond in the penal sum of Two Hundred Fifty Thousand Dollars ($250,000), or equivalent security acceptable to the Town Administrator in his/her sole discretion. The bond shall be in force at all times during the term of the Lease. The Performance Bond or other equivalent security acceptable to the Town Administrator must cover and provide protection from and remedy for, among other failures to perform and consequences arising therefrom, a failure (for whatever reason)

to pay the required lease payments/rent. Absent proof satisfactory to the Town Administrator that the Performance Bond or other security provides such protection and remedy with respect to the payment of rent to the Town, the Lessee shall be required to provide to the Town a security deposit in an amount determined by the Town Administrator, but not to exceed Thirty Thousand Dollars ($30,000). The Town shall hold such security deposit directly or through a financial institution with no interest to be paid to the Lessee.

12.10 Liability and Workers' Compensation Insurance Requirements. During the term of the Lease and any holdover period, the Lessee 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) Bodily Injury and Property Damage Liability, Combined Single Limit, with an Annual Aggregate Limit of no less than Three Million Dollars ($3,000,000) which shall apply exclusively to this location (i.e. the Unicorn and Oaks Golf Courses) and not to other golf courses. The Commercial General Liability Insurance shall include, but not be limited to, covering bodily injury, sickness or disease, or death of any person, 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, and shall also cover the service of food and beverages.

This policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities and sprinklers, commonly known as XCU coverage. If the Commercial General Liability policy does not include Products and Completed Operations with the same minimum limit amounts, the Lessee shall provide a separate policy with such insurance.

B. **Pesticide** liability shall be provided separately, or as a part of the General Liability Coverage, in an amount not less than $1,000,000 per occurrence

C. **Motor Vehicle Liability** - for owned, lease and hired non-owned and rented motor vehicles of any kind, including trucks and automobiles in the minimum amount of One Million Dollars ($1,000,000) combined single limit per accident.

D. **Workers' Compensation Insurance** - as required by law at no less than the statutory minimum limit.

The following conditions shall apply to the insurance policies required herein:

(i) Such insurance shall commence no later than the commencement date of the Lease.

(ii) All liability insurance shall be written on an "occurrence basis" only.

(iii) The Town, its officials, employees and agents shall be named as "additional insureds" on all liability insurance policies (Commerical General Liability Insurance, Pesticide and Motor Vehicle Liability Insurance)..

(iv) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein.

(v) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(vi) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the Commonwealth. Companies providing insurance coverage shall be required to have nothing less than an "A" rating or better.

(vii) The Lessee's failure to obtain, to procure or maintain the required insurance shall constitute a material breach of the Lease under which the Town may immediately suspend operations by the Lessee under the Lease.

(viii) The Lessee shall be responsible for all deductibles under its own insurance policies.

(ix) The Town, its Issuing Authority, other officials, and employees shall be named as "additional insureds" on all required liability insurance policies.

(x) Neither this Section, nor the provision of insurance or insurance proceeds pursuant hereto, shall limit the liability of the Lessee pursuant to this Renewal License.

(xi) The Lessee shall provide the Town Administrator with certificate(s) of insurance for all policies required herein before the commencement of the Lease and prior to expiration of the policies. All certificates shall contain, at a minimum, a thirty (30) day notice of cancellation or reduction in the coverage amount(s).

(xii) Insurance coverage in amount and form shall not be deemed acceptable until approved by the Town Counsel.

The Town may increase the all or some of the above listed minimum insurance amounts at the beginning of the first of the two (2) year option periods, but by no more than thirty percent (30%) for each insurance type at that time.

12.11 Property, Buildings, Fire, Casualty, Personal Property Insurance.

The Town shall provide property insurance for the buildings on the Golf Courses which buildings shall be specifically named by the Town in the Lease.

12.12 Non-discrimination/Equal Opportunity. The Bidder shall comply with all federal, state, and local laws, bylaws and regulations pertaining to non-discrimination and equal opportunity in the areas of employment, subcontracting, and use of Town facilities.

12.13 Assignment. The Bidder shall not assign or subcontract any portion of the operation without written approval from the Town.

12.14 Independent Contractor. The Bidder and its employees will operate as an independent contractor and are not considered or be deemed to be Town employees.

12.15 Assignment of Authority. The Lessee shall be in charge of public play on the Golf Courses. The Bidder shall be authorized to enforce applicable by-laws, rules, and regulations for golf operation which are not superseded by the Lease, to the extent not prohibited by applicable law.

12.16 Golf Teams. All Town of Stoneham school golf teams may use the course for practice daily Monday through Friday (except holidays), not to exceed three (3) hours during the school golf team season and two (2) weeks prior thereto, and for scheduled home matches, including league play by Stoneham, at no cost. The Lessee may schedule the hour of practice between 3:00 p.m. and 7:00 p.m. in advance.

12.17 Signs. The Bidder shall not place any sign or advertisement upon any property of the Town or upon any vehicle used by the Bidder directly for any concession which may result from this RFP without written approval by the Town Administrator. All Town of Stoneham By-laws related to signage must be conformed to at all times.

12.18 Encouragement To Use Stoneham Businesses and Hire Stoneham Residents. Bidders are encouraged to use Stoneham businesses and hire Stoneham residents when at all possible.

12.19 Reservation of Rights By Town. Nothing contained in this RFP, a Bidder's Proposal, or in the Lease entered into pursuant to the RFP and Proposal shall grant the Bidder/Lessee the right to operate a service not specifically provided pursuant to said Lease. For instance, the successful Bidder/Lessee may not operate a restaurant (as contrasted with the snack bar authorized pursuant to this RFP) without an amendment of the Lease which addresses the operation thereof and the compensation therefore to the Town in consideration thereof.

12.20 Alcoholic Beverages.

There shall be no selling or consumption of alcohol beverages on the Golf Courses or any associated facility, other than: (i) as may be authorized by the Town Administrator subject to the grant of a "one-day" license by the Board of Selectmen, pursuant to applicable State law and "ABCC" regulations; or (ii) pursuant to an amendment of the Lease after the terms and conditions of such amendment, including additional rent from the Lessee to the Town, is agreed to by the parties, also subject to approval and licensing by the Board Selectmen. Nothing in this Section 12.20 is intended to imply that any consideration or determination to amend the current policy prohibiting the sale or consumption of alcoholic beverages has occurred.

Exhibit No. 1

SCOPE OF SERVICES (See also the main body of the RFP and other Exhibits)

1. Management, operations and maintenance of the Golf Courses, including all day-to-day operations of the facilities, including maintenance, equipment maintenance, clubhouse operations, pro shops merchandise operations, snack bar, sales and marketing, budgets, accounting, human resources, etc.

2. An annual business plan and operating budget, including expenditures for operations, equipment maintenance, inventory, advertising, sales and promotions, repairs and revenue projections with recommendations on all fees such as green fees, cart fees, annual fees, etc.

3. A projected report on staffing levels going forward.

4. Develop a marketing strategy aimed at attracting rounds played from the local market as well as tournament play, packages with local hotels, and events.

5. Hire, properly train, and supervise all staff required to manage and operate the facility consistent with the Town's general direction and goals and the Lease. All staffing shall be, and remain at all times, employees of the Lessee.

6. Provide a certified superintendent responsible for day-to-day golf course operations.

7. The Golf Professional shall be responsible for developing and coordinating a program of golf lessons, clinics, schools, etc.

8. Acquire and maintain all necessary licenses and permits.

9. Lessee shall provide or acquire all equipment, goods and services necessary to carry out its obligations hereunder and pursuant to its Lease.

10. Lessee shall manage and pay all operating golf course expenditures and collect all revenues of any sort.

11. Lessee shall maintain the Golf Courses and clubhouses/pro shops in accordance with the requirement of the RFP and Lease, including, but not limited to the facilities being clean of debris and rubbish, and the restrooms sanitary, with proper lighting, and stocked with appropriate paper and cleaning products.

EXHIBIT No. 2

GROUNDS SPECIFICATIONS
FOR GOLF COURSES

MAINTENANCE

I. General Requirements

Perform all maintenance functions consistent with normal golf course operations, to include but not be limited to: mowing fairways, rough, and greens; maintaining sand traps, tee boxes, cart paths, piping and electrical systems; maintain golf carts; removing brush and obstructions

Perform cleaning and repairs to clubhouse, outbuildings, and all other facilities on the property, as needed for continued use and operation

Prepare for winterization of golf course, piping systems, buildings, golf carts, and all other facilities, equipment, and tools, to minimize weather damage and deterioration

Perform all treatments and sprayings to greens, fairways, tee boxes as the current season winds down, and in preparation for next year's season

Oversee, manage, and account for all elements of maintenance expenditures and costs; and maintain auditable financial records of all expenditures and costs

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 18-hole course. It shall be the Lessee's responsibility to maintain and upkeep the entire golf course and clubhouse, to include putting and chipping green, in a reasonable and satisfactory manner. This will include pruning, general upkeep, fertilization and grooming of areas around shrubs, planting of trees, shrubs and flowers (as well as areas along all ditches/culverts and ponds) in approved horticultural and arboricultural practices and maintenance and operation of the irrigation and drainage systems. It is the Lessee's responsibility to upkeep and repair service roads now existing or later created, such maintenance to be for the purpose of reasonable travel, aesthetics and for the prevention of washed out areas. Flower planting must include as a minimum large planters at each tee box for both courses. These shall be planted with flowering annuals which shall be watered daily and fertilized as needed to maintain healthy plants throughout the golfing season.

The Lessee shall be responsible for the upkeep and additional beautification of the exterior of the clubhouses, including exterior grass, adding flower beds and shrubbery in the clubhouse area, sweeping of sidewalks and entrances while removing grass and mud. The Lessee is liable for the daily upkeep of the parking lot, including snow and debris removal, and buildings provided for storage of equipment and supplies. The Lessee shall be responsible for damage to the storage buildings and other buildings by its personnel and equipment.

II. Personnel Requirements

In addition to the minimum staffing required set forth in the RFP, the Lessee 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 Lessee shall provide and make available all the personal property and equipment which is peculiar to and needed by the Golf Course for its operation and maintenance in full accordance with the RFP and this contract; no Town-owned vehicles or equipment shall be available for use by the Lessee except as specifically authorized in the RFP. At a minimum, the Lessee shall be required to provide and keep on site or otherwise make available as needed the equipment set forth in its Response to RFP. No equipment or vehicles other than those required for on-site use at the golf course may be stored on the premises. At the termination of the Agreement, all equipment owned by the Lessee shall be removed within ten (10) days of the termination date. In the event that the Lessee becomes insolvent or relieved of the contract, the Lessee's equipment shall be used by the Town to carry out golf course maintenance work.

It is the Lessee's responsibility to furnish sufficient distance markers, litter baskets, signs, tee markers, hole cups, flags, and flag poles, out of bounds markers, and adequate number of benches, bunker rakes and the general equipment for the golf needs including ball washers, divot repairs and replacement of all these items. The flags and flagpoles for the golf course shall be replaced when stolen, faded, frayed or in the otherwise unacceptable condition.

All materials such as sprays, hand tools, forestry equipment, sod, grass seed, loom, sand, mulch, fertilizers, gravel, herbicides, fungicides, signs, litter baskets, testing kits, insurance's etc. as mentioned in the Agreement and RFP are solely the responsibility of the Lessee.

The Lessee is required to provide fuel for use on the course including fuel for equipment and golf carts. The Lessee will maintain all necessary records pertaining to fuel inventory and maintain said equipment to all state and federal air quality requirements.

IV. Detailed Standards

Greens, Practice Putting Greens, and Aprons

Mowing - mowed daily at a maximum height of 3/16" varying mowing directions each time greens are mowed. All programs that are required for putting greens will also be applicable to the collar and approach areas. The only difference will be mowing and vertical mowing practices.

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

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.

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.

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.

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. The Lessee or his designated employee shall possess a valid Massachusetts pesticide license. A copy of this license for all pertinent employees shall be submitted with the response to the Request for Proposals. The Lessee shall be responsible for knowing and fulfilling all applicable local, state and federal laws and regulations concerning the use (including posting notification requirements and right to know laws) and storage of turf and agricultural chemicals. The Lessee shall immediately advise the Town of any changes in laws as they affect the use of turf and agricultural chemicals on the golf course. In addition, the Lessee shall keep accurate and complete chemical usage records, such records shall be available for inspection by the Board. Only licensed employees shall be designated to perform pesticide applications.

All pesticides to be stored in the approved on-site pesticide storage building only. No other on site location may be used to store pesticides.

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.

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.

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 courses 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.

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.

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.

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 Lessee within thirty (30) days unless determined differently by the City. The Lessee shall coordinate with the tree warden to determine the type of tree which shall replace any trees damaged and replaced during the term of this Lease.

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 Lessee 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 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 City.

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 City.

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 Lessee's expense. The Lessee will take special care to ensure minimal problems for refuse odors, insects, etc. The Lessee is responsible and removing all litter and rubbish daily from the golf course.

Damage - The Lessee 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 an act of nature and any wet spots which might be created. Damage reports including pictures should be made on any problems which might develop. The Lessee shall be liable from any damage done to the golf course, greens, tees, fairways, clubhouse and the entire premises through the use of Turf grass chemicals or the spillage of gasoline, oil, hydraulic fluid, etc., either through negligence or from leaking vehicles. In addition, the Lessee is responsible for personnel and/or equipment damaging of sprinkler heads.

Other - Lessee will be responsible for 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. - Lessee 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.

CURRENT GREENS AND CART RENTAL FEES 2015
EXHIBIT 3

	WEEKDAYS		WEEKENDS	
	STONEHAM RESIDENT	NON RESIDENT	STONEHAM RESIDENT	NON RESIDENT
UNICORN				
9 HOLES	$19.00	$21.00	$20.00	$22.00
SENIOR OVER 65 9 HOLES	$14.00	$16.00		
JUNIOR UNDER 18 9 HOLES	$14.00	$16.00		
STONEHAM VETERANS 9 HOLES				
STONEHAM OAKS				
9 HOLES	$12.00	$14.00	$15.00	$18.00
SECOND 9	$10.00	$10.00	$10.00	$10.00
SENIOR OVER 65 9 HOLES	$12.00	$14.00	$13.00	$16.00
JUNIOR UNDER 18 9 HOLES	$12.00	$14.00	$13.00	$16.00
AM SPECIAL	$11.00	$11.00		

CART FEES

9 HOLES	$16.00
SECOND 9	$16.00
PULL CARTS	$3.00

Exhibit 4

List of Town of Stoneham Golf Course Equipment

2006 – JACOBSON GREENSMOWER – GOOD

1993 – JACOBSON GREENSMOWER – FAIR

1995 – JACOBSON TEE MOWER – FAIR

1985 – MASSEY FERGUSON TEE MOWER – GOOD

1990 – JOHN DEERE TEE MOWER – GOOD

2000 – LF 3400 FAIRWAY MOWER – FAIR

2015 – JACOB LF 550 FAIRWAY MOWER – EXCELLENT

2012 – CLUB CART – GOOD

2013 – CLUB CART – GOOD

2004 – EZ GO CART – GOOD

2006 – KUBOTA UTILITY CART – GOOD
WITH 2015 SPRAGER ATTACHED – EXCELLENT

1993 – CUSHMAN TRUCKSTER – POOR
WITH 2000 TOP DRESSER – POOR

1993 – FIRE – POOR

1985 – FAIRWAY AERNTOR – FAIR

1990 – VERTI DRAIN AERATOR – FAIR

1999 – POWER WASHER – POOR

1999 – BUNKER RAKE – FAIR

1995 – FORD DUMP TRUCK – FAIR

1 REEL GRINDER – FAIR

1 UNIT SHARPENER – FAIR

1993 – VICON SPRENDER – GOOD

1993 – PRESTICIDE BUILDING - GOOD

Golf Courses Revenue Chart

Exhibit # 5

Fiscal Year	Combined Revenues Unicorn/Oaks	Revenues Unicorn Golf Course	Revenues Oaks Golf Course
FY1999	$994,990	$784,026	$210,964
FY2000	$942,779	$747,366	$195,413
FY2001	$879,259	$701,199	$178,060
FY2002	$931,165	$748,742	$182,423
FY2003	$880,553	$696,802	$183,751
FY2004	$914,517	NA	NA
FY2005	$857,619	NA	NA
FY2006	$779,374	$643,390	$135,984
FY2007	$672,581	$524,878	$147,703
FY2008	$671,835	$526,560	$145,275
FY2009	$666,060	$537,462	$128,598
FY2010	$582,597	$469,483	$113,114
FY2011	$455,426	$365,964	$89,462
FY2012	$437,300	$354,022	$83,278
FY2013	$413,064	$332,853	$80,211
FY2014	$437,358	$366,283	$71,075
FY2015	$534,141	$453,651	$80,490

Exhibit #6
Budget and Actuals 2008-2016

	FY08 EXPENDED	FY09 EXPENDED	FY10 EXPENDED	FY11 EXPENDED	FY12 EXPENDED	FY13 EXPENDED	FY14 EXPENDED	FY15 EXPENDED	FY16 BUDGET	
Personnel										**Personnel**
111 Full-Time Employees	$180,339	$192,574	$193,607	$149,184	$147,205	$144,520	$131,211	$100,818	$104,691	111 Full-Time Employees
121 Part-Time Employees	$26,875	$33,006	$25,268	$22,968	$26,202	$23,024	$29,808	$36,888	$34,326	121 Part-Time Employees
131 Overtime	$2,137	$0	$3,428	$617	$0	$0	$0	$0	$0	131 Overtime
171 Health Ins	$35,109	$34,336	$0	$0	$0	$0	$0	$0	$0	171 Health Ins
Total Personnel	**$244,459**	**$259,916**	**$222,303**	**$172,769**	**$173,408**	**$167,544**	**$161,019**	**$137,706**	**$139,017**	**Total Personnel**
Contractual Services										**Contractual Services**
240 Repairs & Maintenance	$0	$466	$0	$1,261	$791	$1,086	$4,743	$2,037	$1,000	240 Repairs & Maintenance
270 Rentals & Leases	$0	$0	$0	$0	$0	$0	$0	$0	$0	270 Rentals & Leases
290 Other Property Service	$2,562	$2,758	$2,743	$1,000	$0	$179	$613	$1,493	$750	290 Other Property Service
302 Advertising	$1,929	$4,084	$0	$0	$0	$0	$0	$0	$0	302 Advertising
318 Recreation Management	$107,959	$107,937	$106,925	$101,066	$106,439	$107,396	$111,363	$118,296	$116,700	318 Recreation Management
380 Other Purchase Service	$1,300	$0	$2,000	$0	$0	$911	$246	$504	$0	380 Other Purchase Service
382 Printing Services	$2,268	$700	$0	$1,247	$1,833	$625	$1,132	$75	$500	382 Printing Services
Total Contract Services	**$116,018**	**$115,945**	**$111,668**	**$104,574**	**$109,063**	**$110,197**	**$118,097**	**$122,405**	**$118,950**	**Total Contract Services**
Fixed Charges										**Fixed Charges**
212 Electricity	$16,969	$21,800	$16,409	$16,615	$16,341	$15,065	$16,925	$20,537	$16,500	212 Electricity
213 Gas	$7,801	$6,600	$4,829	$5,734	$3,602	$4,589	$5,900	$6,132	$5,800	213 Gas
231 Water	$63,674	$65,285	$51,205	$255	$64,381	$54,274	$68,930	$70,897	$70,000	231 Water
232 Telephone	$996	$1,148	$984	$865	$1,000	$1,000	$1,000	$1,068	$1,000	232 Telephone
Total Fixed Charges	**$89,440**	**$94,833**	**$73,428**	**$23,469**	**$85,324**	**$74,928**	**$92,755**	**$98,634**	**$93,300**	**Total Fixed Charges**
Supplies										**Supplies**
420 Office Supplies	$793	$673	$282	$438	$59	$583	$10	$0	$500	420 Office Supplies
430 Building Maintenance	$2,565	$7,128	$5,930	$3,771	$3,562	$4,017	$1,918	$1,698	$3,000	430 Building Maintenance
450 Custodial	$810	$1,250	$847	$753	$1,224	$1,196	$939	$1,116	$700	450 Custodial
460 Groundskeeping	$47,724	$60,648	$48,982	$35,934	$44,334	$63,724	$48,207	$33,298	$35,000	460 Groundskeeping
480 Vehicular	$29,587	$23,197	$12,005	$11,148	$12,298	$13,228	$10,203	$4,730	$12,000	480 Vehicular
481 Gasoline	$9,709	$9,165	$10,601	$9,696	$11,618	$7,957	$9,300	$0	$9,300	481 Gasoline
Total Supplies	**$91,188**	**$102,062**	**$78,647**	**$61,740**	**$73,096**	**$90,704**	**$70,577**	**$40,842**	**$60,500**	**Total Supplies**
Other Charges										**Other Charges**
710 In-State Travel	$577	$411	$0	$298	$0	$0	$0	$0	$0	710 In-State Travel
730 Dues & Subscriptions	$1,034	$1,055	$311	$556	$755	$1,096	$400	$362	$300	730 Dues & Subscriptions
780 Other Unclassified	$921	$2,438	$1,541	$1,539	$1,719	$3,266	$482	$1,016	$2,800	780 Other Unclassified
Total Other Charges	**$2,532**	**$3,904**	**$1,852**	**$2,394**	**$2,474**	**$4,362**	**$882**	**$1,378**	**$3,100**	**Total Other Charges**
Total Operating	**$299,177**	**$316,743**	**$265,596**	**$192,177**	**$269,957**	**$280,192**	**$282,312**	**$263,259**	**$275,850**	**Total Operating**
Department Total	**$543,637**	**$576,659**	**$487,898**	**$364,946**	**$443,364**	**$447,735**	**$443,331**	**$400,965**	**$414,867**	**Department Total**

EXHIBIT 7

REQUEST FOR PROPOSALS UNDER A FULL LEASE AGREEMENT TO PROVIDE PROFESSIONAL MANAGEMENT, OPERATIONS AND MAINTENANCE FOR THE STONEHAM UNICORN AND STONEHAM OAKS MUNICIPAL GOLF COURSES AND ASSOCIATED FACILITIES

Lease Terms and Conditions

The Lease which will be forwarded to the successful bidder pursuant to this RFP shall, in addition to the substantive provisions resulting from the RFP process which will be included in the Lease by the Town, will also include the following terms and conditions, which are in addition to the term and conditions set out in in the RFP, including Section 12 of the RFP, which shall also be included in the Lease, unless the Town by and through its Town Administrator otherwise determines, as well as such other terms and conditions as reasonably determined by the Town Administrator consistent with this RFP. All such terms and conditions are agreed upon by the Bidders by submitting a Proposal in response to the RFP.

Compliance with Applicable Federal, State and Town Laws, Bylaws and Orders

The Lessee shall be responsible to keep itself fully informed of all applicable federal, state and town laws, bylaws, and regulations, as the same exist or hereinafter may be amended, of any manner affecting its performance of this Lease and its operations hereunder, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Lessee shall at all times observe and comply with, and shall cause all of its agents and employees to observe and comply with, all such existing and future laws, bylaws, regulations, orders and decrees; and shall hold harmless, defend, and indemnify the Town and its officers and agents against any claim or liability arising from any alleged or actual non-compliance, whether by Lessee or Lessee's agents or employees.

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

The Lessee shall comply with all federal, state and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Lease, 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 Lessee shall 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 Lessee to comply with the previous sentence.

Licenses and Permits

The Lessee shall secure and maintain in force all licenses and permits by any federal, state or Town of Stoneham agency, department or official, required to perform any and all services required by the RFP and this Lease. Failure to obtain and maintain any required licenses and/or permits shall give the Town the right to suspend (or void, if necessary) the Lease other than the rental payments to the Town and the insurance and indemnification requirements of the Lease.

Maintenance, Repairs, etc.

The Lessee shall accept all properties, facilities, and equipment, including the irrigation system, "as is" in their presently existing condition. The Lessee shall, at its own expense, make all repairs necessary to maintain Town-owned buildings, structures, facilities and equipment, 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. The Lessee shall keep the Golf Courses and all buildings, including all restrooms, clean and orderly. It is acknowledged by the Bidder that standards for the maintenance, upkeep and repair of the golf course (greens, fairways, bunkers, rough, tees, irrigation, etc.), clubhouse, pro shops shall be made part of the Lease in the Town's reasonable determination. The Lessee is responsible for keeping the access driveways and parking lots serving the Golf Courses free of snow or ice accumulation during the golf season. It is further understood that the Lessee shall provide the Town Administrator a monthly management report in a format approved by the Town Administrator that shall include maintenance to greens, tees, fairways, roughs, building maintenance, levels of irrigation, fertilization, weed control, and other maintenance and beautification. Such report shall be provided within fourteen (14) days of the end of each month, and may be required on a more frequent basis if deemed necessary by the Town. The Bidder shall not make any alterations, additions, or improvements to the Golf Courses and facilities without the prior written consent of the Town Administrator. 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 Lease. The Lessee will not be responsible for major structural repairs to roofs, exterior walls, irrigation systems, heating, air-conditioning, or foundations when the cost of any such individual repair exceeds Ten Thousand Dollars ($10,000). Any such major structural repair(s) shall be at the discretion of the Town subject to public safety requirements.

The Lessee shall have available for use at the Golf Courses on a timely basis all equipment needed to perform the services required pursuant to this RFP and/or proposed by Bidder in its Proposal.

The Lessee shall be responsible for the Golf Course security equipment and measures, including any additional lighting need or reasonably required by the Town, building alarms and cameras, as needed or reasonably required by the Town. The Town shall also have the right to maintain cameras at the Golf Courses, including, but not limited to, facing the pro shops and any other areas where green fees or other revenue is collected.

See also the RFP, including Section 12 of the RFP.

The Lessee shall not permit the Leased Premises to be damaged, stripped or defaced, nor suffer any waste.

The Lessee shall not overload the electrical wiring serving the Leased Premises or within the Leased Premises and shall install, at its own expense, but only after receiving the written approval of the LESSOR, any additional electrical wiring which may be required in connection with Lessee's operations.

The Lessee agrees to vacuum the Leased Premises on a daily basis and to shampoo any carpet in the Leased Premises three (3) times yearly or on a more frequent basis should the Town determine that more frequent shampooing is required.

The Lessee shall save the Town, its officials, employees and/or agents harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing snow or ice from the Leased Premises, including the roof of the any building or by any nuisance made or suffered on the Leased Premises.

The Lessee shall have a sanitation program which meets or exceeds the minimum requirements of all state, federal or Town (including Board of Health) requirements regarding food and beverage service at the snack bar and wherever food is allowed to be served.

The Lessee shall have any portion of the Leased Premises exterminated if deemed necessary by the Board of Health.

Representatives and agents of the Stoneham Board of Health, Fire Department and the Building Inspector shall have the right to Leased Premises, as needed, for public health and safety reasons. Subject to the need to protect the public health and safety, such Town representatives and agents will, if practicable attempt to provide such notice, if any, that would generally be attempted in such situations and matters by said representatives and agents.

The Lessee shall be responsible for maintaining all furniture on the Leased Premises in a neat, clean and attractive condition.

If after written request of the Town to the Lessee to perform necessary repairs and maintenance, said repairs and maintenance are not commenced and completed within a reasonable period of time under the circumstances, and at the sole discretion of the Town, the Town may undertake repair or maintenance of the Leased Premises which is the responsibility of the Lessee. In the event that the Town, at its sole discretion, elects to undertake any such repair or maintenance, the Lessee shall bear the full cost for said repair or maintenance, including, but not limited to, the cost for labor and materials. Failure of the Lessee to pay for the full cost of said repair and maintenance within ten (10) days of being billed for same, shall subject the Lessee to all the rights and remedies available to the Town, including acting against the Performance Bond or other security authorized by the Town.

Lessee shall provide, at its own expense, reasonable heat and air conditioning to the Leased Premises.

The Lessee shall, at its sole expense, repair or replace as may be required, all electrical or incandescent light bulbs or fluorescent tubes or other lighting devices located within the Leased Premises.

The Lessee shall be responsible for all disposal and removal of trash and food waste from the Leased Premises. Such responsibility shall include recycling, composting and trash disposal and removal from the Leased Premises. The Lessee shall provide and maintain appropriate receptacles for initial disposal by the public and invitees at appropriate locations on the Leased Premise.

The Lessee shall be responsible for the provision and cost of any and all required dumpsters, which shall be located in an area(s) approved by the Town Administrator or his/her designee. No trash, refuse or other waste shall be allowed to accumulate as to constitute an unsightly appearance or smell on or in the Leased Premises or so as to constitute a fire or health hazard.

The Lessee shall provide appropriate receptacles for temporary storage of recyclable materials, including, but not limited to, cans and bottles. Said receptacles shall be appropriately designed and constructed to handle the types of recycled materials stored therein and their appearance shall to the extent reasonable possible not be detrimental to the Golf Courses. Containers must be made of rodent-proof material, such as metal or plastic, and of sufficient strength to bear the weight of stored material without cracking or breaking and to resist puncturing by normal deposit of materials.

Receptacle placement must pose no danger to the public, and shall comply with all building and fire codes. Receptacles shall be topple-proof at full load. Prior to

the installation of any such receptacles, the Lessee shall obtain prior written approval for the proposed design and location of said receptacles from the Town Administrator or his/her designee.

The area surrounding the receptacles for temporary storage of recyclable materials shall be maintained in a clean and sanitary manner at all times. No recyclable materials shall be allowed to accumulate around any receptacle or to overflow from any receptacle.

The Lessee shall be solely responsible for all glass in or within the Leased Premises.

The Lessee shall be responsible for the repair and replacement of any broken or cracked windows, at its own cost The LESSEE shall also be responsible for assuring that all such windows are cleaned, both the interior and exterior side as needed or on a regular basis.

Alterations and Additions

The Lessee shall not make any alterations or additions to the Leased Premises without first obtaining the written consent of Town. Consent will not be unreasonably withheld by the Town. Wherever consent is required, it shall include approval of plans and contractors. All such allowed alterations shall be made at Lessee's expense, in compliance with all applicable federal, state and Town statutes, bylaws and regulations, and shall be of good quality. Except as set forth below, any alterations or improvements made by the Lessee which are permanently affixed to the Leased Premises or affixed in a manner so that they cannot be removed without defacing or damaging the Leased Premises shall become property of the Town at the termination of the Lease. Trade fixtures as defined below shall be removed by the Lessee at the end of the term of the lease. Lessee shall repair to the satisfaction of the Lessor, any damage to the Leased Premises caused by the removal of said trade fixtures. Structural alterations, mechanical and electrical alterations, and all other alterations made by Lessee, with the Town's approval, such approval shall not be unreasonably withheld by the Lessor, in preparing the Leased Premises for Lessee's use shall not be removed. For the purposes of this Lease, the term 'trade fixtures" shall refer to all equipment, machinery and any similar items which Lessee installs in the Premises, regardless of whether such equipment is attached to the Premises, and would qualify as a fixture under Massachusetts real property law. Included, among Lessee's trade fixtures without limitation of the generality of the foregoing, are refrigerators and freezers, ovens, stoves, ranges, disposals, grills, dishwashers, steam tables, counters, hoods, mixers, kitchen sinks, and light fixtures. In the event that Lessee installs trade fixtures (hereinafter "additional trade fixtures"), Lessee shall maintain an inventory of such additional trade fixtures and may remove such additional trade fixtures at the end of the term of this Lease.

The Lessee shall not permit any mechanics, liens or similar liens, to remain upon the Leased Premises for labor and material furnished to the Lessee or claimed to have been furnished to the Lessee in connection with work of any character performed or claimed to have been performed at the direction of the Lessee or otherwise for the Lessee, and shall cause any such lien to be released of record forthwith without cost to the Town.

Environmental

The Lessee shall be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or matters as may now or at any time hereafter be in effect.

Lessee agrees to hold harmless and indemnify the Town from and to assume all duties, responsibilities, and liabilities at its sole cost and expense, for all duties, responsibilities and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to: (i) Lessee's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, and (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the activities conducted by the Lessee on the Leased Premises, unless the environmental conditions are caused by the Town.
The indemnifications of this Paragraph specifically include reasonable costs, expenses and fees incurred in connection with any investigation of the Leased Premises conditions or any clean-up, remedial, removal or restoration work required by any governmental authority. The provisions of this Paragraph will survive the expiration or termination of this Lease.

Town's Access as Lessor

The Town and/or its agents may, at all reasonable times, enter upon the Leased Premises for the purpose of access to common areas in and around the Leased Premises.

The Town as lessor, or agents of Town as such, at reasonable times, and on at least twenty-four (24) hours advance notice by Lessor, which notice shall not be required to be in writing, shall be permitted to enter upon the Leased Premise to examine the condition thereof; to make repairs, alterations and additions as Lessor should elect to do, to show the Leased Premises to others, and at any

time and on at least twenty-four (24) hours advance notice by Town which notice shall not be required to be in writing, within twelve (12) months before the expiration of any lease term, and for such purposes, the Town and any prospective lessees or purchasers accompanying the Town a right of access to the Leased Premises. In no event shall Lessor be required to give notice to gain access in the case of an emergency.

The Town reserves the right to enter the property and conduct surprise cash counts and or inspections consistent with the recommendations of the Massachusetts Inspector General's office.

Food – Snack Bar and Concessions

Operators should use good business judgment with respect to the type and quality of concession and vending products. Additionally, the following requirements shall apply:

All products must meet all requirements of applicable federal, state and town laws, bylaws and regulations, including with respect to health and safety;

All products must be fresh and shall not be sold after any printed or applicable expiration date.

The Town through its agent(s), including the Board of Health and its health agent, shall have the right at any reasonable time to inspect or have tested any product of the Lessee, and the Lessee shall fully cooperate with the Town and its agent(s) in such inspection or testing.

Food shall be, attractively presented, varied sufficiently to avoid boredom, presented with sufficient alternatives to allow for individual differences in tastes, and must include some "healthier" food items, such as bottled water, juice and "nutritional bars".

Any disposable products used on the Leased Premises shall, if reasonably feasible, be made from recyclable materials and shall be recyclable and biodegradable.

Certain Standards and Prohibitions Relevant To The Lease Premises

All merchandise sold at the Golf Courses shall be of good quality.

No electronic games shall be installed in the Golf Courses buildings.

Gambling and card playing shall be prohibited.

There shall be no smoking in any building located on the Golf Courses subject to this Agreement. The Town reserves the right to prohibit smoking on the Golf Courses.

The Leased Premises shall be used in a dignified manner.

The Lessee shall not permit any disorderly conduct in the leased area, and if the Lessee cannot prevent or stop disorderly conduct, the Lessee shall call the Stoneham Police Department to notify the Police Department of the relevant facts and circumstances.

No entertainment shall be permitted on the Leased Premises without the Lessee obtaining the appropriate entertainment licenses from the Board of Selectmen as the licensing authority for entertainment licenses. Nothing in this Lease shall require the Board of Selectmen, as such licensing authority to grant an entertainment license for any proposed entertainment requiring such.

No trade or occupation other than the golf related accessory uses specifically allowed pursuant to the RFP and this Lease shall be conducted on or in the Leased Premises, nor may any use made of the Leased Premises which will be unlawful, improper, noisy or offensive, or contrary to any federal, state or Town statute, bylaw or regulation.

Responsibility For Costs - Lessee

Lessee shall be solely responsible for any and all costs relating to the operation of the Leased Premises including, but not limited to, the costs of equipment, materials, supplies, repairs, taxes, licensing fees, attorney's fees, all food items, housekeeping supplies, light bulbs, clocks, decorations, dishwasher supplies, glassware and china, utensils, pots & pans, insurances, office supplies, sanitation supplies, food service equipment rental, food utensils, paper supplies, menu paper and printing, telephone service, Internet Service, cable television, and printing costs.

Hours And Days Of Operation

The Lessee shall make no changes in scheduled seven (7) days per week from dawn to dusk operations for the Golf Courses, unless specifically agreed upon in writing by the Town in its sole discretion.

It is understood by and between the parties that the operation of the Leased Premises may be affected by weather conditions and that, by mutual agreement of the Lessee and the Town Administrator or his/her designee, the Lessee's hours of operation on any given day may be less than, or greater than, that which is set forth above; subject to any restrictions as may be placed upon the Lessee

by local licensing authorities, which restrictions may, under no circumstances, be waived or altered by the parties hereto.

Greens and Cart Fees

See Section 1.0 of RFP.

Assignment, Sublease, Successors

The Lessee shall not, in whole or in part: (a) assign or otherwise transfer any interest, including but not limited to, any monies payable under this Lease or any claim thereto; (b) assign any obligations, responsibilities, or liabilities under this Lease, nor (c) sublease or delegate any of the services to be provided under this Lease, without the prior written approval of the Town. No sublease or delegation shall relieve or discharge the Lessee from any obligation or liability under this Lease, except as specifically set forth in the instrument of approval at the Town's sole discretion. All such subleases, if allowed by the Town, shall be in writing and contain provisions that are functionally identical to, and consistent with, the provisions of this Agreement. The Town shall be provided with a copy of the sublease upon request. This Lease shall be binding upon the Lessee and assigns, transferees, and/or successors in interest.

Termination and Default

If the Lessee is determined by the Town to be in default of any term or condition of this Lease, the Town may terminate this Lease on seven (7) days notice by providing notice to the Lessee, which shall be in writing and shall be deemed delivered and received when given in person to the Lessee, or when received by express mail, certified mail return receipt requested, or delivered by any other appropriate method evidencing actual receipt by the Lessee (refusal of the Lessee to accept or pick-up the notice shall be deemed to be receipt by the Lessee).
Default. The following shall constitute events of a default under the Lease:

1) any material misrepresentation made by the Lessee to the Town;

2) any failure to perform any of its obligations under this Lease including, but not limited to, the following:

   (i) failure to commence performance of this Lease at the timespecified in this Lease;

   (ii) failure to timely make a rent or other payment under the Lease;

   (iii) failure to perform this Lease with sufficient personnel and equipment or with sufficient material to ensure the reasonable

operation of the Golf Courses and associated facilities in and compliance with the terms of this Lease;

(iv) failure to perform under this Lease in a manner reasonably satisfactory to the Town;

(v) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous;

(vi) discontinuance of the services under this Lease by the Lessee;

(vii) failure to comply with a material term of this Lease, including, but not limited to, the provision of insurance;

(viii) any other acts specifically and expressly stated in this Lease as constituting a basis for termination of this Lease, or

(ix) failure to comply with any and all requirements of federal, state or Town law, bylaws or regulations.

(x) the Lessee filing a voluntary petition in bankruptcy or being adjudicated a bankrupt or insolvent, or filing any petition or answer seeking any reorganization, arrangement, composition, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtorsl, or seeking, consenting to oracquiescing in the appointment of any trustee, receiver or liquidator of Lessee or of all or any substantial part of its properties, or of the Leased Premises, or making any general assignment for the benefit of creditors.

(xi) any court enters an order, judgment or decree approving a petition filed against Lessee seeking any reorganization, arrangement, composition, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain un-vacated or unstayed for an aggregate of sixty (60) days.

Suspension or Delay

The Town may order the Lessee, 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 Lessee's compensation shall be equitably

adjusted. No adjustment shall be made if the Lessee is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Lease is applied to render an equitable adjustment.

The Lessee's Breach and the Town's Remedies

Failure of the Lessee to comply with any of the terms or conditions of this Lease shall be deemed a material breach of this Lease, and the Town shall have all the rights and remedies provided in the Lease or under applicable law, including the right to cancel, terminate, or suspend the Lease 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 Lease, including "Damages" including but not limited to costs, attorney's fees or other damages resulting form 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 Lessee 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 Lessee in providing services as provided in this Lease.

The Town shall have the right, but shall not be required, to pay such sums or do any act that requires the expenditure of moneys that may be necessary by reason of the failure or neglect of the Lessee to perform any of the provisions of this Lease, and in the event of the exercise of such right by the Town, the Lessee agrees to pay to the Town forthwith upon demand the cost of performing the same, plus an administrative charge (covering overhead and profit) not to exceed fifteen percent (15%) of such cost; and if the Lessee shall default in such payment, the Town shall have the same rights and remedies as the Town has hereunder for the default of the Lessee.
Each right and remedy of the Town provided for in this Lease shall be cumulative and concurrent and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Town or of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous exercise by the Town of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

The provisions of this Section and these Paragraphs will survive the expiration or termination of this Lease.

Conflict of Interest

Both the Town and the Lessee acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Lease expressly prohibits

any activity which shall constitute a violation of that law. The Lessee shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Lease; and by executing the Lease documents, the Lessee certifies to the Town that neither it nor its agents, employees are thereby in violation of General Laws Chapter 268A.

Certification of Tax Compliance

Certificate of Tax Compliance, as required by General Laws Chapter 62C, Section 49A signed by the Lessee is attached hereto and incorporated herein.

Non-Discrimination/Equal Employment Opportunity

The Lessee shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal and state 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. The Lessee shall not discriminate against any qualified employee or applicant for employment in violation of any of the above referenced provisions or requirements. The Lessee shall fully cooperate with the Town and any federal, state or local agency or entity with respect submitting any reports or other information required by said agency or entity with respect to non-discrimination and equal employment opportunity or any issue or matter related thereto.

Condition of Enforceability Against the Town

This Lease is only binding upon, and enforceable against, the Town ifthe Lease is signed by the Town Administrator and approved as to legal form by the Town Counsel.

Authority of the Lessee To Enter Into This Lease

The Town may, in its discretion, require a Lessee to provide certification, acceptable to the Town, regarding the authority of the party signing the Lease for said entity to do so. This Lease shall not be enforceable against the Town if the Town so requests and the Lessee fails to comply with this section. The Lessee, if a foreign corporation, shall file with the Secretary of State a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Lessee shall comply with all the laws of the Commonwealth.

Lessee's Personnel

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

The Lessee shall employ and retain only competent personnel with respect to its obligations pursuant to this Lease. It shall be the responsibility of the Lessee to provide training for all employees of the Lessee.

At the request of the Town Administrator, the Lessee shall consult with the Town to resolve any situation in which a member of' the Lessee's personnel is failing to perform to a reasonable and/or professional standard. The Town may require replacement of any member of the Lessee's personnel upon reasonable notice to the Lessee.

In the event that at any time any key personnel shall no longer be employed or otherwise retained by the Lessee, the Lessee shall use its best efforts to engage the services of a similarly qualified individual. If a permanent replacement for such individual is not employed or otherwise retained by the Lessee within forty-five (45) days following the date on which the prior personnel left the Lessee, at the request of the Town Administrator, shall meet with Town representative(s) to determine how the Lessee will address the matter and meet its obligations under this Lease. During such interim period of time, the Lessee shall provide a qualified temporary replacement to perform said duties.

Employees of the Lessee shall wear identification badges or some other item so that the public can visually determine their employment by or duties at the Golf Courses.

Liability of Public Officials

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

Indemnification

The Lessee shall indemnify, defend and save harmless the Town, the Town's officials, employees, agents and representatives, 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 Lessee, its employees, agents, sublessees, 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 Lessee further agrees to reimburse the Town for damage to its property caused by the Lessee, its employees, agents, or sublessees , or 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/her, 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.

The Lessee further agrees to indemnify and hold harmless the Town, including its officials, employees, agents 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 Lessee, any sublessee, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The Lessee 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.

In any and all claims against the Town or any of its officials, agents or employees by any employee of the Lessee, any sublessee, 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 Lessee or any sublessee under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
The Lessee hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Lessee'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 Lessee or of any sublessee 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 Lease.

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

The provisions of this Section and these Paragraphs will survive the expiration or termination of this Lease.

Insurance

See Section 12.10 of the RFP.

The intent of the minimum insurance requirements is to specify minimum coverage and minimum limits of liability acceptable under this Lease. However, it shall be the Lessee'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.

The Town does not and will not insure the Lessee's personal property and inventory, including, but not limited golf and other equipment and goods at the Pro Shops, located at the Golf Courses, including at or in the associated facilities. The Lessee shall insure such personal property and inventory so as to protect its financial interests.

During any construction or similar work on the Leased Premises undertaken by or for the Lessee, Lessee shall require the contractors and their subcontractors to maintain adequate liability and Workers' Compensation insurance in accordance with statutory minimum requirements set out in this Lease for the Lessee, and if required by the Town, builder's risk insurance shall also be provided. The Town Administrator must be notified of any such construction or similar work before its commencement for review and approval/denial by the Town and if the work is approved, the Town must be added as an additional insured to any and all liability and builder's risk policies required pursuant hereto.

Failure to provide and continue in force such insurance during the period of this Lease shall be deemed a material breach of this Lease, shall be the basis for immediate suspension of golfing at the Golf Courses, without relieving the Lessee of its Lease obligations, including the payment of rent. If said failure to maintain insurance continues, the Town shall have the right to terminate the Lease as set out in this Lease above.

The provisions of this Paragraph will survive the expiration or termination of this Lease.

Fire, Casualty and Eminent Domain

Should a substantial portion of the Leased Premises or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, the Town, at its sole option, may elect to terminate this Lease. In the event a substantial portion of the Leased Premises shall be taken by eminent domain, the Lessee at its sole option, exercised by written notice to Town within sixty (60) days after Lessee is deprived of the space so taken, may terminate this

Lease. When fire or other unavoidable casualty or taking renders the Leased Premises substantially unsuitable for its intended use, a just and proportionate abatement of rent shall be made, and the Lessee may elect to terminate this Lease if:

(a) The Town fails to give written notice within sixty (60) days after such casualty of its no intention to restore the Leased Premises or provide alternate access, if access has been taken or destroyed; or

(b) If the Town gives notice of its intention to restore and the Town fails to restore the Leased Premises to a condition substantially suitable for their intended use or fails to provide alternate access within one hundred eighty (180) days of such fire or other unavoidable casualty, or taking.

The Town reserves, and the Lessee grants to the Town, all rights which the Lessee may have for damages or injury to the Leased Premises for any taking by eminent domain, except for damages specifically awarded on account of the Lessee's fixtures, property or equipment including moving expenses and other expenses provided to the Lessee pursuant to G.L c. 79A.

Mortgages, Assignments and Subleases by Lessee

Lessee's interest in this Lease may not be mortgaged, encumbered, sublet, assigned or otherwise transferred, or made the subject of any license or other privilege, by Lessee or by operation of law or otherwise, and the Leased Premises may not be sublet, as a whole or in part, without the written approval of the Town, which approval shall be in the sole discretion of the Town. In the event such approval was given by the Town, from and after any such sublease, assignment or transfer, etc., the obligations of each such assignee, sublessee and transferee, etc. and of the original Lessee named as such in this Lease to fulfill all of the obligations of Lessee under this Lease shall be joint and several. Lessee shall pay all reasonable costs incurred by Town in connection with any requests by Lessee for Town's consent to any such proposed action by Lessee. No assignment, sublease or transfer of any interest in this Lease, or any part thereof and no execution and delivery of any instrument of assumption shall in any way affect or reduce any of the obligations of Lessee under this Lease, but this Lease and all of the obligations of Lessee under this Lease shall continue in full force and effect as the obligations of a principal.

Each violation of any of the covenants, agreements, terms or conditions of this Lease, whether by act or omission, by and of Lessee's permitted encumbrancers, assignees, transferees, licensees, grantees of a privilege, sub-tenants or occupants, shall constitute a violation thereof by Lessee.

Surrender of the Leased Premises

Lessee shall, upon any expiration or earlier termination of this Lease, remove all of Lessee's goods and effects from the Leased Premises. Lessee shall peaceably vacate and surrender to the Lessor the Leased Premises and deliver all keys, locks thereto, and other fixtures connected thereto, unless the Town requests removal of the same, and all alterations and additions made to or upon the Leased Premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by insured fire or other unavoidable casualty or taking or condemnation by public authority excepted. In the event of the Lessee's failure to remove any of Lessee's property from the Leased Premises, the Town is hereby authorized, without liability to Lessee for loss or damage thereat, and at the sole risk of Lessee, to remove and store any of the property at Lessee's expense, or to retain same under the Town's control or to sell at public or private sale, after ten (10) days' notice to Lessee at its address last known to the Town, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

No surrender to the Town of this Lease or of the Leased Premises or any part thereof or of any interest therein by Lessee shall be valid or effective unless required by the provisions of this Lease or unless agreed to and accepted in writing by the Town Administrator in writing. No act on the part of any representative or agent of the Town, and no act on the part of the Town or other than such a written agreement and acceptance by the Town Administrator, shall constitute or be deemed an acceptance of any such surrender.

Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Lessee under this Lease are to be kept confidential and shall not be made available to any individual or organization by the Lessee (except agents, servants, or employees of the Lessee) without the prior written approval of the Town, except as otherwise required by law. The Lessee shall comply with the provisions Chapter 66A of the General Laws of Massachusetts (Public Records Law) 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 Lease shall not be subject to copyright, except by the Town. 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 Lease.

The Lessee shall at all times, during or after termination of this Lease, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Lease to the press or issues any material for publication through any medium.

No Employment

The Lessee acknowledges and agrees that it is acting as an independent Lessee for all services rendered pursuant to this Lease, and neither the Lessee, nor its employees, agents, servants nor any person for whose conduct the Lessee 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 Lease.

Audit, Inspection and Recordkeeping

See Section 12.8 of the RFP.

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 Lessee for the purpose of audit, examination, and/or to make excerpts or transcript all records, Leases, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Waiver and Amendment

Failure on the part of the Town or the Lessee to complain of any action or non-action on the part of the other, no matter how frequently the same may occur or how long the same may continue, shall never be a waiver by the Town or the Lessee of its rights hereunder. Further, no waiver at any time of any of the provisions hereof by the Town or the Lessee shall be construed as a waiver of any of the other provision hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval for the Town or the Lessee of any action by the other requiring such consent or approval shall not be construed to waive or render unnecessary the Town's or the Lessee's consent or approval to or of, any subsequent similar act by the other. 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.

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

Severability

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

No Third Party Rights

Nothing in this Lease, expressed or implied, shall convey upon any person or entity, other than the parties hereto, and their successors and assigns, any rights or remedies under, or by reason of, this Lease.

Choice of Law

This Lease and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts, including with respect to any conflict of law provisions.

Claims and Disputes - Jurisdiction

All claims, disputes and other matters in question between the parties, arising out of, or relating to this Lease, or an alleged breach thereof, shall, unless otherwise agreed to by the parties, be brought only in the Superior Court of Massachusetts in Woburn, Massachusetts, or if subject matter jurisdiction does not exist in the Superior Court, then said action shall be brought in the District Court of Massachusetts, the Woburn Division, subject to any appeal therefrom.

Binding on Successors

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

Miscellaneous

This Lease may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

The covenants and agreements in this Lease shall bind and inure to the benefit of the Town, its successors and assigns.

Entire Agreement

This Lease, including all documents incorporated herein by reference constitutes the entire integrated agreement between the parties with respect to the matters described. This Lease 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. The Town reserves the right to incorporate by reference the RFP into this Agreement. Any conflict between the RFP and/or the Proposal with this Lease shall be resolved in favor of the provision(s) which protect the public interest, as reasonably determined by the Town.

Notices

Any notice permitted or required under the provisions of this Lease 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 by in hand delivery or overnight mail or three (3) business days after the date of a certified or registered mailing properly addressed, whichever is sooner.

Notice shall be addressed as follows:

Contractor – to the Unicorn Clubhouse at the Unicorn Golf Course, 460 William Street, Stoneham, Massachusetts 02180.

Town of Stoneham – Town Administrator, Stoneham Town Hall, 35 Central Street, Stoneham, Massachusetts 02180.

Cover Letter

Submission Document No. 1

No Form Provided
Each Bidder Submits Its Own Cover Letter

(Please use 8½ by 11 inch paper/pages)

RFP Overall Response

Submission Document No. 2

No Form Provided
Each Bidder Submits Its RFP Overall Response

(Please use 8½ by 11 inch paper/pages)

PRICE WORKSHEETS

Submission Document No. 3

1 of 2

The Town of Stoneham requires that the lessee shall pay a fixed sum of $100,000 to the Town annually as rent plus a percentage of the total gross revenue generated on both the Unicorn and Oaks Courses.

The Bidder hereby offers to lease from the Town of Stoneham the Unicorn and Oaks Golf Courses, and associated facilities (including the club houses, rest rooms, maintenance building, and parking lots for the sum of $100,000, adjusted annually 2.5%, plus the following percentage(s) of total gross revenue as shall be proposed below by each Bidder:

	BASE PAYMENT	PERCENTAGE OF GROSS REVENUE BOTH COURSES COMBINED
2016	$100,000	_____
2017	$102,500	_____
2018	$105,060	_____
2019	$107,690	_____
2020	$110,380	_____
OPTION YEARS		
2021	$113,140	_____
2022	$115,970	_____
2023	$118,870	_____
2024	$121,840	_____

Gross revenue is defined as the total revenue generated and collected from all sources associated with the operation of the golf courses including but not limited to greens fees, cart rental fees, sales of food, beverages, and sale of merchandise.

Fixed payments to the Town will be made in two equal installments; first by June 1 and second by October 1 each year starting in 2016. Percentage of gross revenue payments to the Town will be made quarterly, based on gross revenue generated in the prior calendar quarter, within 31 days of the end of each calendar quarter.

_____ _____

Signed Date

OPTION REGARDING CLOSING OF STONEHAM OAKS GOLF COURSE

In the event that the Town elects to enter a lease with the successful Bidder only for the Unicorn Golf Course or alternatively if the Town close the Oaks Golf Course during the term of the Lease, the Lessee shall still (or continue) to pay the fixed rent of $100,000 per year, adjusted annually 2.5%, to the Town, plus the following percentage(s) of total gross revenue as shall be proposed below by each Bidder:

	BASE PAYMENT	PERCENTAGE OF GROSS REVENUE FROM UNICORN ONLY
2016	$100,000	_____
2017	$102,500	_____
2018	$105,060	_____
2019	$107,690	_____
2020	$110,380	_____
OPTION YEARS		
2021	$113,140	_____
2022	$115,970	_____
2023	$118,870	_____
2024	$121,840	_____

Gross revenue is defined as the total revenue generated and collected from all sources associated with the operation of the golf courses including but not limited to greens fees, cart rental fees, sales of food, beverages, and sale of merchandise.

Fixed payments to the Town will be made in two equal installments; first by June 1 and second by October 1 each year starting in 2016. Percentage of gross revenue payments to the Town will be made quarterly, based on gross revenue generated in the prior calendar quarter, within 31 days of the end of each calendar quarter.

_____ _____

Signed Date

UNICORN GREENS FEES PROPOSAL for the first year; 2016 golf season

Submission Document No 4

	WEEKDAYS		WEEKENDS	
Description	STONEHAM RESIDENT	NON RESIDENT	STONEHAM RESIDENT	NON RESIDENT
GREEN FEES				
9 HOLES				
SECOND 9 HOLES				
SENIOR OVER 60				
JUNIOR UNDER 18				
STONEHAM VETERANS				
CART FEES				
9 HOLES- ALL GOLFERS				
SECOND 9 HOLES- ALL GOLFERS				
PULL CARTS				

OAKS GREENS FEES PROPOSAL for the first year; 2016 golf season

	WEEKDAYS		WEEKENDS	
Description	STONEHAM RESIDENT	NON RESIDENT	STONEHAM RESIDENT	NON RESIDENT
GREEN FEES				
9 HOLES				
SECOND 9 HOLES				
SENIOR OVER 60				
JUNIOR UNDER 18				
STONEHAM VETERANS				
CART FEES				
9 HOLES- ALL GOLFERS				
SECOND 9 HOLES- ALL GOLFERS				
PULL CARTS				

NOTES:

Any increase of future fees must be approved by the Town Administrator in his/her reasonable judgement.

ACKNOWLEDGEMENT OF STONEHAM OAKS POSSIBLE CLOSE

SUBMISSION DOCUMENT NO 5

Bidders must acknowledge that they fully understand that at any time during the term of the Lease, the Town will have the right, upon six (6) months written notice to the Lessee, to close the Oaks golf course and repurpose the Oaks golf course for another use.

_____ _____

Signed Date

LANDSCAPE AND GREENS MAINTENANCE EQUIPMENT

SUBMISSION DOCUMENT NO 6

The Town of Stoneham owns the equipment listed on **Exhibit #4**. This equipment is used on the Stoneham Unicorn and Oaks golf courses to maintain the fairways, greens, and other landscaped areas. The bidders are encouraged, but not required to submit a bid to purchase this equipment from the Town. If the Town agrees to accept the bid to purchase the equipment, then the Town will transfer title to this equipment to the successful bidder.

If the bidders do not wish to purchase the Town equipment, or if their bid to purchase the equipment from the Town is not accepted by the Town, then the bidders must provide a list of the equipment that they will use to perform the maintenance required to keep the Golf Courses in top condition.

The maintenance/replacement of the equipment whether owned or purchased from the Town will be the sole responsibility of the managing entity.

PURCHASE OPTION

The bidder will purchase from the Town the equipment listed on **Exhibit #4** for the lump sum price of $_____.

CERTIFICATE OF NON – COLLUSION

Submission Document No. 7

The undersigned certifies under penalties of perjury that this Proposal has been made and submitted 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.

_____

(Name of person signing bid or proposal)
(Please print)

_____

(Signature required)

_____

(Name of business)

Disclosure of Beneficial Interests
Submission Document No. 8

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Asset Management and Maintenance, as required by M.G.L. c. 7C, sec. 38, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

Public agency involved in this transaction: Town of Stoneham.

Property: _____ Golf Course(s).

The real property located at 460 William Street, Stoneham MA.

Type of transaction: Lease for 5 year term.

Lessor(s): Town of Stoneham.

Lessee: _____

Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Note: If a corporation has or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the names of any person holding less than ten percent of the outstanding voting shares need not to be disclosed.

Name	Address	Title/Position

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

_____

_____

This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named above. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to the person(s) listed above as having a direct or indirect beneficial interest in the real property during the term of this Lease will require filing a new disclosure with the Massachusetts Division of Capital Asset Management and Maintenance within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

TAX CERTIFICATION FORM

SUBMISSION DOCUMENT NO 9

Pursuant belief to MGL Chapter 62C, section 49A, I certify under the penalties of perjury, that I, to my best knowledge and, have filed all state tax returns and have paid in full and to date all state and Town of Stoneham taxes required under law and have otherwise complied with all laws referenced in Section 49A(a) of said Chapter 62C.

Please check one of the following, as applicable:

Individual _____ Partnership _____ Corporation _____

Limited Liability Company ____ Limited Liability Partnership ____ Limited Partnership _____

_____
**Social Security Number or
Federal Identification Number

_____
*Signature of Individual or Corporate
Name

Please check the following:
INC._____

By_____
*Corporate Officer (if applicable)

Date: _____

Please Print:

Name of Business: _____

Address: _____

_____

_____

*** Approval of a lease, contract or other agreement will not be granted unless this Tax Certification clause is signed.**

**** This request is made under the authority of MGL 62C, section 49A.**

Acknowledgement of Addendum/Addenda Form
Submission Document No 10

If the Town makes any change(s) to this RFP or formally responds to any question(s) regarding this RFP an addendum/addenda will be issued by the Town. The Addendum/Addenda will be e-mailed to every individual/entity on record as requesting and receiving the RFP from the Town Administrator's office.

It is the Proposer's responsibility to make certain they have received any/all addendum/addenda prior to submitting their Proposal.

I hereby certify that I have checked to see if any addendum or addenda have been issued by the Town for this RFP and I further certify that I/We have received or otherwise obtained any and all such Addendum/Addenda.

_____

Signature of person submitting the Proposal

_____

Printed name of the person submitting the Proposal

_____

Name of the entity making the Proposal

Checklist

REQUEST FOR PROPOSALS UNDER A FULL LEASE AGREEMENT
TO PROVIDE PROFESSIONAL MANAGEMENT, OPERATIONS AND MAINTENANCE FOR THE
STONEHAM UNICORN AND STONEHAM OAKS MUNICIPAL GOLF COURSES
AND ASSOCIATED FACILITIES

Request For Proposal

Exhibits

Exhibit 1 - Scope of Services.

Exhibit 2 - Grounds Specifications.

Exhibit 3 - Current Green Fee and Cart Rental Fees.

Exhibit 4 - List of Town of Stoneham Golf Course Equipment.

Exhibit 5 - Revenue Chart Unicorn and Oaks Golf Courses.

Exhibit 6 - Budget – Actual Expenses for Golf Courses, FY 2008 – 2016.

Exhibit 7 - Terms and Conditions for Lease.

Submission Documents

Submission Document No. 1 - Cover Letter – No Form Provided.

Submission Document No. 2 - RFP Overall Response – No Form Provided.

Submission Document No. 3 - Price Worksheets.

Submission Document No. 4 - Unicorn and Oaks Green Fee Proposals.

Submission Document No. 5 - Acknowledgement of Stoneham Oaks Possible Close.

Submission Document No. 6 - Landscape and Greens Equipment Price Bid Sheet.

Submission Document No. 7 - Certificate of Non-Collusion.

Submission Document No. 8 - Disclosure of Beneficial Interest.

Submission Document No. 9 - Tax Certification Form.

Submission Document No. 10 - Acknowledgement of Addendum/Addenda Form.