



CITY OF NEW BEDFORD

JONATHAN F. MITCHELL, MAYOR

February 12, 2018

Council President Linda Morad
Members of the City Council
City Hall
New Bedford, MA

RE: Management Contract for the New Bedford Whaling City Gold Course

Dear Council President Morad and Members of the City Council:

Enclosed for your review and approval, please find an Order authorizing the award of a contract between the City and W/S Golf Management, for the operation and management of the New Bedford Whaling Municipal Golf Course. The term of the contract is ten years with two additional five year terms, at the City's sole option.

Representatives of the Parks Recreation and Beaches and the City Solicitor's Office will be available to answer any questions you may have regarding this matter.

Sincerely yours,



Jonathan F. Mitchell
Mayor

cc: Mikaela A. McDermott, City Solicitor
Mary S. Rapoza, Director of Parks Recreation and Beaches



CITY OF NEW BEDFORD

CITY COUNCIL

February 22, 2018

ORDERED that, the City Council and Mayor, pursuant to M.G.L. chapter 30B, section 12, hereby authorizes the award of a contract between the City and W/S Golf Management, for the operation and management of the New Bedford Whaling Municipal Golf Course. The term of the contract is ten years with two additional five year terms, at the City's sole option.

MANAGEMENT CONTRACT
FOR THE
NEW BEDFORD WHALING CITY GOLF COURSE

This Contract is made this _____ day of _____, 2018, by and between W/S Golf Management and the City of New Bedford, a municipal corporation organized under Chapter 43 of the General Laws of Massachusetts, acting through its Board of Park Commissioners (hereinafter "Board").

WHEREAS, the City of New Bedford (hereinafter "City") requires management and maintenance services for the golf course property known as Whaling City Golf Course located at 581 Hathaway Rd., New Bedford, Massachusetts (hereinafter "Golf Course"); and

WHEREAS, the City issued a Request for Proposals for management and maintenance of the Golf Course pursuant to G.L. c.30B; and

WHEREAS, following evaluation of both the technical and price proposals for management and maintenance of the Golf Course, the City found the proposal submitted by W/S Golf Management to be most advantageous to the City and awarded the contract to W/S Golf Management.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the parties agree as follows:

1. Scope

W/S Golf Management (hereinafter the "Management Firm") shall be responsible for the operation, management, and maintenance of the Golf Course in accordance with the terms and conditions herein provided, the Request for Proposal to Provide Professional Services (hereinafter "RFP"), and the Technical and Price proposals (the "Response") submitted by the Management Firm in response to the RFP. The RFP and the Response are attached and incorporated into this Agreement as Exhibit A and together with this Agreement form the Contract between the parties. The terms and provisions of this Agreement shall take precedence over any inconsistent terms or provisions in Exhibit A.

2. Term

The term of this Contract shall commence on _____, 2018, and shall terminate on _____, 2028, unless otherwise terminated as herein provided. The City may at its sole option grant up to two (2) additional five (5) year terms.

3. Consideration; Management Fee

The Management Firm shall pay to the City an annual fee of \$ 20,000.00.

The Management Firm shall remit monies due the City on a quarterly basis, payable to the City of New Bedford and delivered to the New Bedford Department of Parks, Recreation, and Beaches. Monies shall be payable on or before the 15th day of the month following the end of the quarter for which payment is made.

In no event shall the total amount paid by the Management Firm to the City in any calendar year during the term of this Contract be less than \$20,000. Should the total of quarterly payments in any year be less than \$20,000, the Management Firm shall make an additional payment to the City prior to December 31 of any year of this Contract to bring the total amount paid to the City in that year to \$20,000.

Payments are due on the dates above specified. Interest for late payments shall be at the rate of one-and-a-half (1.5) percent per month.

4. Course Fees and Charges

Fees for memberships, driving range, green fees, riding cart rentals, and club rentals will be set by the Management Firm and must be approved in advance by the Board. The Management Firm shall establish all fees for the forthcoming season prior to April 1 for each year of the Agreement.

Food and beverage fees are not subject to the approval of the Board and may be changed by the Management Firm at any time.

5. Seasons for Golf Course

The primary operating period for the Golf Course shall be daily, daylight to dusk, seven (7) days per week, weather permitting, beginning April 1 and ending November 30, for each year of the Contract. The period from April 1 through November 30 shall be considered "In Season." The Golf Course shall be operated from December 1 through March 31 (considered the "Off Season"), provided that use of the Golf Course will not damage the greens, tees, or other turf areas. Changes to the operating schedule shall only be made with the written approval of the Board. However, when weather conditions render the Golf Course unusable for golfing, the Management Firm shall permit to occur and facilitate such recreational activities as shall be agreed to by the Management Firm and the Board and which may be set out in rules and regulations to be published by the Board. The bar and restaurant shall remain open during the off season.

6. Operation of the Golf Course

The Management Firm shall operate the premises as a public golf course during the term of this Contract, and shall keep and maintain the Golf Course, driving range, club house, parking areas, bridges, cart paths, golf carts, greens, tees, sand traps, hazards, grounds, shrubbery, furnishings, fixtures, and property used in connection therewith in good condition throughout such term, such operation and maintenance to be accomplished up to best golf course management standards as determined by the New England Golf Course Superintendent's Association Handbook, giving

said Golf Course at all times the benefit of the Management Firm's special knowledge and experience, and employing such special skills as may be required. The Management Firm shall not use the premises for any other enterprise, nor shall the Management Firm use or allow to be used the premises for the conduct of any business other than Whaling City Golf Course business. The Management Firm shall not use the premises for storage of equipment that is not solely intended for use on the premises. Overgrowth and phragmites shall be controlled/eradicated.

The Management Firm represents that Susan Carlson will serve as the On-Site Manager, and that he/she satisfies all requirements for the on-site manager identified in the RFP. The City hereby approves of Susan Carlson as Manager.

All rules, regulations and policies relating to the operation of the Golf Course shall be determined by the Board following consultation with and/or recommendation by the Management Firm. The Management Firm shall abide by and enforce said rules and regulations. If the Management Firm desires to change any rules, regulations or policies at the Golf Course, it shall first submit a written request to the Board, with reasons attached. No change in the rules, regulations or policies shall be instituted by the Management Firm unless the Board has approved the same in writing.

In its operation and management of the Golf Course, the Management Firm shall be subject to, but not responsible for, the enforcement of any Conservation Restrictions of record that may apply to this property.

The City shall have the right to enter upon the Golf Course for the purpose of making such inspections as it deems necessary. If the City determines that the Management Firm has failed to maintain any portion of the Golf Course to the standards set forth this Contract, the City shall have the right, in its discretion and after notice to the Management Firm, to make such improvements as are necessary to return the Golf Course to its proper condition. The City shall have the right to recoup the cost of any such improvements from the Performance Bond posted by the Management Firm as a condition of this Contract.

7. Annual Membership Holders

The Management Firm will maintain a minimum of 150 Annual Memberships that will entitle membership holders to receive unlimited golf for an annual payment. The number of Annual Membership holders presently is at 150. Any Annual Memberships not renewed will be filled from the waiting list by New Bedford residents first. If there are no New Bedford residents on the waiting list, non-residents may purchase an Annual Membership.

8. Vegetation Management Plan for Wetlands Areas

The Management Firm shall develop and execute a vegetation management plan for all wetlands areas on the golf course, including phragmites and other invasive species.

9. Signs

The Management Firm shall not place any sign or advertisement upon any property of the City without written approval of the City.

10. Maintenance

(a) The Management Firm will accept all properties, facilities, and equipment "as is" in their presently existing condition. The Management Firm shall, at its own expense, make all repairs necessary to maintain City-owned equipment, buildings, and structures and has total responsibility for building maintenance, including, but not limited to, repair and replacement of all the respective City-owned Golf Course properties, fixtures, plantings, furniture, and related equipment, as well as the heating, utility, and plumbing systems. It is acknowledged by the Management Firm that Exhibit III of the RFP sets forth standards for the maintenance, upkeep, and repair of the Golf Course (greens, driving range, fairways, bunkers, rough, tees, irrigation, etc.), clubhouse, pro shop, and restaurant, which are hereby incorporated as part of this Management Contract. Exhibit III is not all inclusive, and other standards as may be set forth in the RFP and/or the Management Contract are equally part of the Contract. The Management Firm will not make any alterations, additions, or improvements to the Golf Course and facilities without the prior consent of the Board. All alterations, additions, and improvements, whether temporary or permanent in character, shall at all times be deemed to be the property of the City and shall remain upon the premises at the termination of this Agreement. The Management Firm will not be responsible for major structural repairs to roofs, exterior walls, or foundations when the cost of any such repair exceeds one thousand dollars (\$1,000.00). The Management Firm shall provide and pay for, at a minimum, the maintenance set forth in Exhibit III included in the RFP.

(b) The Management Firm shall keep the clubhouse access road and parking lot free from snow at its expense.

The Management Firm shall provide the City with a monthly management report in a format approved by the City that shall report on building maintenance; the maintenance of greens, tees, fairways, and roughs; levels of irrigation, fertilization, and weed control; vegetation, invasive species, overgrowth, and phragmites eradication/control; and other maintenance. Management reports may be required on a more frequent basis as determined by the City.

11. Utilities/Expenses

All utility expenses such as recycling, sewer, electricity, gas, waste disposal, telephone, cable television service, etc., but not water, which are or may be required to operate the Golf Course, will be borne by the Management Firm, including relocation of utilities, permits, connection fees, etc. The Golf Course irrigation water is supplied by the City at no charge. The Management Firm will be responsible for any electricity associated with operating the pumps for the Golf Course irrigation system. The City has a mandatory recycling ordinance, and the Management Firm must develop a compliant recycling plan for City approval.

12. Equipment

(a) The Management Firm shall provide and make available all the personal property and equipment that is peculiar to and needed by the Golf Course for its operation and maintenance in full accordance with the RFP and this Contract; no City-owned vehicles or equipment shall be available for use by the Management Firm except as specifically set forth in the RFP. At a minimum, the Management Firm shall be required to provide and keep on site or otherwise make available as needed the equipment set forth in Exhibit IV of the RFP. No equipment or vehicles other than those required for on-site use at the Golf Course may be stored on the premises.

(b) In addition to required maintenance equipment, the Management Firm shall furnish at least 36 power golf carts, in new or in "like new" condition, subject to approval by the City. Twenty (20) of the golf carts so furnished shall be no older than three years. The City shall have the right to order the Management Firm to stop using and replace any golf cart it deems unsafe or not in keeping with the character of the Golf Course.

(c) Within ten (10) days of the date of this Agreement, the Management Firm shall provide written evidence to the City that it owns or leases all the equipment required in paragraph (a) above, and the required golf carts, and that such equipment/golf carts will be available at the Golf Course site by _____, 2018. All required equipment must be new or in "like new" condition and capable of reliably performing the required maintenance. The Management Firm shall be responsible for replacing any required equipment or golf carts that fail to perform reliably during the term of this Contract within three days of breakdown.

13. Capital Improvements

The City and the Management Firm will collaborate to itemize the proposed capital improvements to be made by the City in the coming years, always subject to appropriation and required City approvals.

The Management Firm acknowledges that it will not have any claim against the City, its agents, or contractors for interference in business or damages for interruption of services or interference in the operation of the golf course, pro shop, or food and beverage service as a result of any improvements made by the City. The City agrees to use its best efforts to minimize such interruptions or interference in business without waiving its right to make improvements to the golf course or its buildings.

The Management Firm shall perform the routine and extraordinary maintenance to the golf course and structures described in the section entitled Course Improvements of its Response to the RFP.

The Management Firm will be responsible for installation of such protective golf ball barrier netting and poles throughout the golf course as it deems necessary to protect golfers and neighbors. The Management Firm will be responsible for replacement of or repairs to the netting, cables, or poles.

14. Alterations

The Management Firm agrees not to make any material and/or structural alterations, changes and/or additions to the Golf Course without prior written consent of the City.

Title to all structural improvements on the premises shall remain in the City upon completion thereof and shall be left in place upon termination of this Contract. Title to trade fixtures, furniture, fixtures, equipment, and other personal property initially installed or procured by the Management Firm, including replacements thereof, which were not paid for by the City, shall remain in the Management Firm, unless otherwise agreed.

15. Books and Records

The Management Firm shall keep the books of accounts and records of all operations and establish a system of bookkeeping and accounts in a manner considered to be good accounting practice according to the American Institute of Certified Public Accountants and satisfactory to the City and shall permit inspection of said books and records by the City as often as deemed necessary in the opinion of the City. Upon request by the City, the Management Firm shall also provide monthly financial reports on the operation of the Golf Course, in a form satisfactory to the City. The Management Firm shall submit at the end of each year a certified, audited annual report, or as required by the City, a profit and loss statement of operations under the terms of the contractual agreement, in a form considered to be good accounting practice according to the American Institute of Certified Public Accounts and satisfactory to the City.

16. Insurance

Prior to commencement of this Agreement, the Management Firm shall obtain at its own cost and expense, the required insurance from insurance companies licensed in the Commonwealth of Massachusetts carrying a Best's Financial Rating of "A-" or better, and shall provide evidence of such insurance to the City of New Bedford (City). The policies or certificates thereof shall provide that 30 days prior to cancellation or material change in the policy, notices of same shall be given to the City by registered mail, return receipt requested, for all of the following stated insurance policies.

If at any time any of the policies required herein shall be or become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the Management Firm shall upon notice to that effect from the City, promptly obtain a new policy, submit the same to the City for approval and submit a certificate thereof. Upon failure of the Management Firm to furnish, deliver and maintain such insurance, the Agreement, at the election of the City may be declared suspended, discontinued or terminated. Failure of the Management Firm to provide and maintain any of the required insurance shall not relieve the Management Firm from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations on the Management Firm concerning indemnification. The City may waive the requirement of coverage type or amount if not reasonably available and if the City deems it to be in the City's best interest to do so.

- A. The Management Firm shall maintain workers compensation, general liability, automobile and umbrella insurance for the minimum amount outlined below. Insurance coverages and certificates shall be provided and include *the City of New Bedford* as an additional insured, on a primary and non-contributory basis, on all liability policies.
- B. Minimum required insurance limits (coverage on an occurrence basis):

Commercial General Liability

- \$2,000,000 Products/Completed Operations Aggregate
- \$2,000,000 General Aggregate
- \$1,000,000 Any One Occurrence

Automobile Liability

- \$1,000,000 Combined Single Limit
-include owned, hired and non-owned auto

Employers Liability (Coverage "B" on the Workers Compensation Policy)

- \$ 500,000 Each Accident
- \$ 500,000 Each Employee for Injury by Disease
- \$ 500,000 Aggregate for Injury by Disease

Commercial Umbrella/Excess Liability

- \$2,000,000 Each Occurrence
- \$2,000,000 Aggregate

17. General Provisions

Except as otherwise provided in this Contract, the Management Firm shall have the exclusive right to operate, manage, and receive all income from the operation of the Golf Course, driving range, golf carts, pro shop, bar, and restaurant, and all other revenues, however characterized, generated from operation of the Golf Course under this Contract.

In the conduct of the Golf Course and related operations, the Management Firm shall comply with all federal, state, and local laws and ordinances as the same are or may be applicable to the Golf Course or any facilities located thereon.

The Management Firm shall be solely responsible for the procuring and filing of all licenses required for the operation of the Golf Course, driving range, golf carts, pro shop, bar, restaurant, and facilities. It shall coordinate with the City and provide the City with relevant information required for the preparation and filing of any permits, licenses, or other authorizations required

by the City of New Bedford, its Conservation Commission or any other state, federal, or local agency.

The Management Firm understands and agrees that in the performance of its obligations under this Contract, the Management Firm is at all times acting as an independent contractor, that persons employed by the Management Firm shall in no event be considered to be employees or agents of the City, and that the Management Firm shall be responsible for the payment of wages (and the withholding of taxes in connection therewith) and for the provision of any and all employee benefits. The Management Firm shall obtain and pay for Workmen's Compensation insurance, with the provisions and amount of the policy conforming to this Agreement and applicable statutes, covering all employees of the Management Firm.

The Management Firm shall be in charge of public play on the Golf Course and shall be authorized to enforce applicable ordinances, rules, and regulations for use of the Golf Course.

It is understood and agreed between the parties that the services herein provided for are to be performed by the Management Firm and neither this Contract nor any services, rights or duties contained herein and provided hereunder may be assigned to any other person or party without the express written consent of the City.

The City of New Bedford shall have the right to use the Golf Course for special City events, to be negotiated between the City and Management Firm. Special City events may include, but are not limited to those that include, New Bedford High School and Greater New Bedford Regional Vocational Technical School and, regardless of the participants, shall be at no cost to the City of New Bedford.

18. Liability and Indemnification Provisions

The Management Firm shall save the City 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 for damage resulting from neglect in or not removing snow and ice from the club house, the access road to the club house, or by any nuisance made or suffered on the Golf Course grounds, parking lot, restaurant, bar, outbuildings or elsewhere on the golf course premises.

The Management Firm shall indemnify and hold harmless the City, its agents, employees, attorneys, and representatives, however described or characterized from liability for any damage either to persons or property sustained by the Management Firm or by other persons due to the Golf Course or any part thereof or any appurtenances thereof being out of repair or due to the happening of any accident in or about the Golf Course or club house (hereafter jointly referred to as the "premises") or due to any act or neglect of any person occurring on the premises or arising out of performance of the Management Firm's obligations under this Contract. This provision shall apply particularly (but not exclusively) to damage caused by water, snow, frost, steam, sewage, gas, sewer gas or odors or by the bursting or leaking of pipes, faucets and plumbing fixtures, and shall apply without distinction as to the person whose act or neglect was responsible

for the damage and whether the damage was due to any of the causes specifically enumerated above or to some other cause of an entirely different kind. The Management Firm further agrees that all personal property upon the premises shall be at the risk of the Management Firm only, and that the City shall not be liable for any damages thereto or theft thereof.

In addition, the Management Firm agrees to defend with counsel approved by the City, save harmless and indemnify the City from all claims of liability for injury, loss, accident or damage to any person or property and from any claims, actions, proceedings, and expenses and costs in connection therewith (including, without limitation, reasonable counsel fees) arising from the omission, fault, willful act, negligence or other misconduct of the Management Firm and persons for whose conduct the Management Firm is legally responsible occurring on the premises or arising out of performance of the Management Firm's obligations under this Contract. In addition, the Management Firm agrees to defend with counsel approved by the City from any claims of liability for injury, loss, accident or damage to any person or property, and from any claims, actions, proceedings and expenses and costs in connection therewith (including, without limitation, reasonable counsel fees), arising from any use made or thing done or occurring on the premises which is not due solely to the omission, fault, willful act, negligence or other misconduct of the City or any persons for whose conduct the City is legally responsible.

19. Faithful Performance Bond

The Management Firm will, at or before the execution of this Contract, furnish to the City an acceptable corporate surety bond in the penal sum of Twenty Thousand (\$20,000.00) Dollars or equivalent security, as security for faithful performance and non-negligent performance of this Contract. The bond shall remain in force at all times during the Contract. Should the Management Firm be unable to provide a corporate surety bond, it may substitute the bond with another form of security instrument that is satisfactory in amount and form to the City Solicitor.

20. Equal Opportunity in Hiring

The Management Firm shall not discriminate against any employee or applicant for employment because of age, disability, sex/gender, gender identity, genetics, military status, veteran status, ancestry, religion, national origin, race or color, sexual orientation, or other legally protected class and shall comply with all local, state and federal laws and regulations pertaining to non-discrimination and equal opportunity in the areas of employment, subcontracting and use of City facilities. The Management Firm shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their age, disability, sex/gender, gender identity, genetics, military status, veteran status, ancestry, religion, national origin, race or color, sexual orientation, or other legally protected class. Further, the Management Firm shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to their age, disability, sex/gender, gender identity, genetics, military status, veteran status, ancestry, religion, national origin, race or color, sexual orientation, or other legally protected class.

21. Termination for Default

Should the Management Firm default on its obligations under this Agreement (as hereinafter defined in Paragraph 22), and if such default continues for fifteen (15) days following written notice of such default by the City to the Management Firm, or such other term as set forth in Paragraph 22, termination of this Contract shall be effective at the City's option without further notice to the Management Firm.

Upon such termination, the City may take possession of the Golf Course and may take any such other actions and pursue any remedies as provided in law or equity. The Management Firm shall reimburse the City for any costs and reasonable attorney's fees in connection with any such default. The City shall also be entitled to recoup any loss it suffers by reason of the Management Firm's default from the security provided in Paragraph 19.

The Management Firm shall peaceably and immediately give up and surrender to the City the premises and every part thereof at the termination of this Contract for any reason.

22. Default

Each of the following shall be deemed an event of default for which this Contract may be terminated pursuant to the procedure set forth in Paragraph 21 above:

- (a) If the Management Firm defaults in the payment of fees or any other sums under this Contract.
- (b) If the Management Firm fails to keep in full force and effect all insurance policies required in Paragraph 16.
- (c) If the Management Firm fails to post the security required in Paragraph 19.
- (d) If the Management Firm fails to cure a material breach in the performance or observance of any other term, covenant or condition of this Contract within fifteen (15) days after notice thereof is provided pursuant to Paragraph 21, or, if such breach is not capable of being completely cured or remedied within said fifteen (15) day period, if the Management Firm shall not have diligently commenced curing such default within such fifteen (15) day period and shall not thereafter with reasonable diligence and in good faith proceed to remedy or repair such default.
- (e) If the Management Firm abandons the premises, fails to maintain the premises, or fails to keep the premises open to the public for daily use, for fifteen (15) days after notice thereof pursuant to Paragraph 21.
- (f) The filing of, execution or occurrence of: (i) a voluntary or involuntary petition in bankruptcy or for reorganization or for an arrangement by or against the Management Firm; (ii) adjudication of the Management Firm as a bankrupt or insolvent or insolvency in any bankruptcy proceeding; (iii) a petition or other proceeding by or against the Management Firm for, or in the appointment of, a trustee, receiver, guardian, server or liquidator of the Management Firm with respect to all or substantially all of its property;

or (iv) a petition or other proceeding by or against the Management Firm for its dissolution or liquidation, or the taking of possession of the property of the Management Firm by any governmental authority in connection with dissolution or liquidation.

23. Effect of Proposed Business Park

The City is considering converting part of the Golf Course to a business park, which would result in either a reconfigured 18-hole golf course or the reduction of the Golf Course to nine holes. The future of the business park is uncertain, so for this reason, the Contract contemplates an 18-hole golf course as presently configured. The construction of a business park at the Golf Course would likely necessitate the demolition of the existing clubhouse and the construction of a new one and could also result in a temporary cessation of golfing activity. The City will use its best efforts to minimize the period, if any, between demolition of the existing clubhouse and construction of a new one, as well as the period, if any, in which no golfing can occur at the Golf Course. The Management Firm's annual management fee to the City shall be reduced on a prorated basis for any days on which either a clubhouse is not operational or no golfing can occur because of construction of the business park.

If the City converts the Golf Course to nine holes within the first four years of this Contract, then the City shall reimburse the Management Firm, subject to City Council appropriation, for 50% of the Management Firm's actual leasing costs of the thirty-six (36) golf carts required under the Contract and for 50% of the Management Firm's actual leasing costs of the maintenance equipment required by Exhibit IV of the RFP (collectively "Reimbursed Actual Leasing Costs"), up to a maximum of \$100,000 per year in Reimbursed Actual Leasing Costs, through year four of the Contract. Any such reimbursement will be prorated to include only the period in which the Golf Course is reduced to nine holes. By way of illustration, if the Golf Course were reduced to nine holes in month two of year three of the Contract, then the Management Firm would be entitled to Reimbursed Actual Leasing Costs from the third month of year three through year four of the Contract. The Management Firm shall not have any claim for Reimbursed Actual Leasing Costs after the commencement of year five of the Contract and hereby releases, remises, and forever holds harmless the City and its employees, agents, officials and attorneys of and from any such claim. The Management Firm shall invoice the City for any Reimbursed Actual Leasing Costs on a quarterly basis, and its invoices to the City shall include documentation of its own actual leasing costs for which it seeks reimbursement.

If the Golf Course is reduced to nine holes, the Management Firm may also (1) terminate the Contract upon one hundred and eighty (180) days written notice to the City; or (2) seek a reduction in its annual management fee to the City. However, the City will have no obligation to reduce the Management Firm's annual management fee, and any such reduction shall be governed by and compliant with Massachusetts General Laws. Should the Management Firm elect to terminate the Contract pursuant to this paragraph, the City shall have no obligation to pay any Reimbursed Actual Leasing Costs.

The damages, if any, to be sustained by the Management Firm in the event the City constructs a Business Park at the Golf Course site in the future are difficult to calculate. Therefore, the options and/or adjustments to the contract set forth in this section shall constitute the sole remedy

for the Management Firm's damages, known and unknown, arising out of the construction and operation of a business park at the Golf Course site. The Management Firm acknowledges that it will not have any claim against the City, its agents, or contractors for interference in business or damages for interruption of services or interference in the operation of the golf course, pro shop, or food and beverage service as a result of the construction of a business park at the Golf Course.

24. Non-Waiver of Defaults

Waiver by the City of any breach by the Management Firm of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach the same or any other term, covenant or condition.

25. Force Majeure

Neither the City nor the Management Firm shall be deemed in breach of this Contract if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other circumstances not within its reasonable control.

26. Liens

The Management Firm shall keep the Golf Course and any improvements thereon free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by the Management Firm, its employees, agents and contractors, and the Management Firm agrees to reimburse the City for any attorney's fees incurred in defense of proceedings to enforce or foreclose such liens.

27. Taxes

The Management Firm shall be responsible for paying, prior to delinquency, any and all taxes and assessments levied or assessed against the Golf Course in connection with the Golf Course and the Management Firm's operation thereof. The City of New Bedford charges a Personal Property Tax for all property owned by the Management Firm. This tax will cover golf carts, equipment, tables, chairs, etc. and is payable quarterly to the City.

28. Notices

Any notice required or permitted to be given under this Contract to either party shall be in writing and shall be sent by registered or certified mail, postage prepaid, or delivered by hand:

If intended for the City, addressed to:

Executive Director
New Bedford Parks, Recreation, and Beaches
181 Hillman St., Bldg. 3
New Bedford, Massachusetts 02740

With a copy to:

City Solicitor
New Bedford City Hall, Rm. 203
133 William St.
New Bedford, MA 02740

And

If intended for the Management Firm addressed to:

Bruce Carlson
W/S Golf Management
10 South Drive
Marion, MA 02738

29. Entire Agreement

This Contract constitutes the entire agreement of the parties hereto and may not be altered, amended or modified except by an agreement in writing, signed by all parties hereto and specifically referring to this Contract.

30. Governing Law

The validity, interpretation, and enforceability of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Parties hereby executed this Contract under seal as of the date first above written.

Title:	CITY OF NEW BEDFORD, MASSACHUSETTS
By: Title:	By: Jonathan F. Mitchell Title: Mayor
CERTIFIED that funds are available By: Robert Ekstrom Title: Auditor	DEPT: Parks, Recreation, and Beaches By: Mary Rapoza Title: Director of Parks, Recreation, and Beaches
APPROVED as to Form and Legality By: Shannon Shreve Title: Associate City Solicitor	Chief Financial Office By: Ari Sky Title: Chief Financial Officer
Purchasing Department By: Susan Bruce Title: Director of Purchasing	New Bedford Park Board Peter Boswell Chairman

EXHIBIT A
W/S Golf Management, LLC
Proposal

**WHALING CITY MUNICIPAL GOLF COURSE
PROPOSAL**

Submitted by: W/S Golf Management, LLC
January 17, 2018

W/S Golf Management LLC is comprised of Bruce and Susan Carlson; managers. Our proposal includes many years of experience in the golf industry and in management positions; we will actively work in the daily operation of the golf course and are committed to making Whaling City Golf Club an asset for the city and its residents.

Our reputation is one of promoting golf. We have leased and operated Marion Golf Course and owned and operated Meadowbrook Driving Range over the years of great growth in golf and then witnessed the general decline of the golf industry; including the challenging times upon us now. We have a clear vision of what we would do. Our goal and vision is in line with the City of New Bedford: to promote golf; to provide a golf course in the best condition possible; to be a part of the community and promote good relations.

Thank you for this opportunity.

Sincerely,

A handwritten signature in cursive script that reads "Susan Carlson".

Susan Carlson

A handwritten signature in cursive script that reads "Bruce Carlson".

Bruce Carlson

Attachment C

Required Certifications

• **NON-COLLUSION**

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

Susan A Carlson
Bruce W Carlson

• **TAX COMPLIANCE**

Pursuant to M.G.L. c. 62C, section 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Susan A Carlson
Bruce W Carlson

• **CORPORATE BIDDER (if applicable)**

I, _____ certify that I am the _____ of the Corporation named as Bidder in the Bid included herein, that _____, who signed said bid on behalf of the Bidder was then _____ of said corporation, that I know his signature, that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and on behalf of said corporation by authority of its governing body.

(Corporate Seal)

(Secretary-Clerk)

• **PREVAILING WAGES**

The undersigned bidder hereby certifies, under the pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor Standards. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expenses, damages actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the failure of said bid to be based upon the payment of the said applicable prevailing wage rates, or (2) the failure of the bidder, if selected as the Contractor, to pay laborers employed on the project the said applicable prevailing wages.

Susan A Carlson Bruce W Carlson
(Signature if authorized individual submitting proposal)

Susan S Carlson Bruce W. Carlson
(Printed Name)

WIS Golf Management, LLC

(Name of Bidder)

04-3584162

(Federal Tax Identification or Social Security Number)

1-12-18

(Date)

Attachment B
New Bedford Whaling City Golf Course
Technical Proposal

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

Proposer acknowledges Addendum(a) 1, 2, 3

Signature of Bidder: Susan S Carlson Bruce W Carlson

Name of Bidder: Susan S Carlson Bruce W Carlson

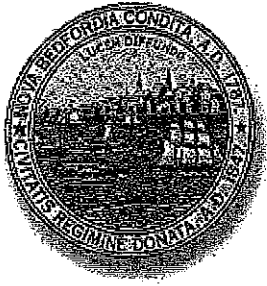
Address of Bidder: 10 South Drive

City / State / Zip: Marion, MA 02738

Telephone / Fax / E-mail: 508-509-6953

FAX 508-748-0199

Email ssc4289@gmail.com



I HEREBY CERTIFY THAT I HAVE RECEIVED THE FOLLOWING ADDENDUM

ADDENDUM #'S 4

Bruce Carlson
Person submitting bid

W/S Golf Management
Company Name

Please include this form with your bid if applicable.

A. TECHNICAL PROPOSAL - MINIMUM CRITERIA

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

1. Two (2) years' experience or its equivalent, by the Management Firm, or its principal, managing a regulation 18-hole public golf course.

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

Marion Golf Course 10 South Drive, Marion, MA
1995-present Jim Tomlinson 617-799-9933

Foxborough CC Walnut St, Foxboro, MA
1993-2005 Jack Souza 617-899-2841

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

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

Marion Golf Course 508-748-0199
Jim Tomlinson 617-799-9933
Meadowbrook Driving Range 508-995-0000
Bruce Carlson 508-509-6953

3. Two(2) years' experience or its equivalent, by the individual who will be the full time on-site manager of the Whaling City Golf Course in managing a regulation 18-hole public golf course.

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

Susan Carlson Marion Golf Course
Jim Tomlinson 617-799-9933

4. Two (2) years' experience or its equivalent, at a regulation 18-hole public golf course by the individual who will be the full time on-site Pro Shop Manager of the Whaling City Golf Course.

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

Bruce & Susan Carlson
Marion Golf Course
Jim Tomlinson 617-799-9933

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

Identify Golf Professional and Describe Experience & PGA Certification.

Pro will be determined when lease
agreed upon; will be in place
by April 1, 2018

6. Two years' experience or its equivalent, by the individual who will be the full-time on-site Course Superintendent in managing the greens keeping duties of a regulation 18-hole public golf course. Such Superintendent must be a GCSAA Class A superintendent, who has successfully completed two (2) years of an accredited agronomy school, or equivalent.

Bruce Carlson - resume included

7. Can you provide the required performance bond?

yes no

If provided by bond, identify surety: _____

8. Can you provide the required insurance? yes no

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

yes no

VIII. TECHNICAL PROPOSAL – COMPARATIVE EVALUATION CRITERIA AND STANDARDS

1. EXPERIENCE OF THE MANAGEMENT FIRM

Over the last thirty plus years the principals of this company have leased and managed Marion Golf Course; owned and operated the Meadowbrook Driving Range. Prior to that Bruce was the superintendent of Foxborough Country Club, a semi private 18 hole golf course for thirteen years. Marion Golf Course is a perfect example of what the city is trying to accomplish. Over a significant decline in the golf industry; Marion Golf Course has maintained its affordability while providing a golf course in excellent condition.

W/S GOLF MANAGEMENT, LLC

VIII. TECHNICAL PROPOSAL – COMPARATIVE EVALUATION CRITERIA AND STANDARDS

2. EXPERIENCE AND QUALIFICATIONS OF MANAGEMENT FIRM'S KEY STAFF

We are offering an alternative to a larger management firm. We are an LLC comprised of two managers; Bruce and Susan. We will be running the operation; including day to day activities. Our plan to provide key staff will include recruiting people we know in the golf industry. Our intention is to reach out to the community to offer qualified people an opportunity to be part of the operation. Bruce will be the Superintendent; Susan will be the Clubhouse manager. We will expand this operation from the ground up and feel confident that we can provide the same level of service and golf experience we have throughout our careers.

W/S GOLF MANAGEMENT, LLC

VIII. TECHNICAL PROPOSAL – COMPARATIVE EVALUATION CRITERIA AND STANDARDS

3. CREDIT AND OTHER REFERENCES

Site One
6 Little Brook Road
West Wareham, MA 02576-1222
508-291-6152

Helena Chemical Company
101 Elm Street
Hatfield, MA 01038

Stearns Irrigation Inc.
42 Cranberry Highway
West Wareham, MA 02576

Read Custom Soils, LLC
158 Tihonet Road
Wareham, MA 02571
888-943-2148

Santander
PO Box 841002
Boston, MA 02284
877-768-2265

W/S GOLF MANAGEMENT, LLC

VIII. TECHNICAL PROPOSAL – COMPARATIVE EVALUATION CRITERIA AND STANDARDS

4. MANAGEMENT FIRM'S PLAN TO INCREASE PLAY

Advertise and market locally

Junior Program

Multiplay ticket

Work to create a City Amateur Championship; also a Senior and a Junior

Leagues; reach out to city businesses for additional leagues

Couples League 9 and dine

Improve entrance and clubhouse to provide a more pleasing, welcoming environment.

Offer opportunities to New Bedford Vocational high School students in work appropriate to their studies.

W/S GOLF MANAGEMENT, LLC

VIII. TECHNICAL PROPOSAL – COMPARATIVE EVALUATION CRITERIA AND STANDARDS

5. QUALITY OF MANAGEMENT FIRM'S PLAN OF OPERATION

Improve quality of greens, tees, and fairways

Course will be cut in a consistent manner to provide the best playing conditions possible

Flags, pins; tee markers; ball washers and benches will be new or like new and maintained

Cart paths will be leveled and smoothed

Sand in bunkers will be of consistent texture

Improve appearance of gated entrance and landscaping around clubhouse

Refresh interior of clubhouse

We will have weekly meetings among our staff to identify areas to improve on; we will gather feedback from golfers using comment cards to further identify areas of improvement.

W/S GOLF MANAGEMENT, LLC

VIII. TECHNICAL PROPOSAL – COMPARATIVE EVALUATION CRITERIA AND STANDARDS

6. Accountability of Revenues

Cash registers will be used in the Pro Shop and Clubhouse; with daily tallying and accountability of funds. On site manager is accountable for maintaining daily records of all revenues and expenses on a cash basis. Again the principal managers, Bruce and Susan Carlson will be responsible for daily accountings of revenues.

W/S GOLF MANAGEMENT, LLC

Bruce W. Carlson

Professional experience

1995-present Marion Golf Club Marion, MA
Golf Course Superintendent
▪ Lease 9 hole golf course property/Manage and operate entire business

1993-2005 Foxborough Country Club Foxborough, MA
Golf Course Superintendent
▪ Responsible for overall maintenance of an 18 hole semi-private country club
▪ Supervised and directed 19 employees in daily maintenance
▪ Managed annual maintenance budget and developed pesticide and fertilization programs
▪ Communicated regularly with Greens Committee members and Club management
▪ Coordinated long range planning of course improvements

1987-1992 Highland Country Club Attleboro, MA
Golf Course Superintendent
▪ Responsible for complete supervision of 9 hole private country club
▪ Supervised an 8 person crew
▪ Established long range development plans

1984-1989 Locust Valley Country Club Attleboro, MA
Leased 9 hole semi-private club
▪ Worked as General Manager/Superintendent responsible for all course operations
▪ Led implementation of construction and renovation plans

1979-1983 PBI Gordon Corporation Kansas City, MO
Manufacturers Representative
▪ Responsible for sales and distribution of turf products to the Mid-Atlantic region

1971-1979 Heather Hill Golf Club Plainville, MA
Golf Course Superintendent
• Responsible for all maintenance operations at 18 hole golf club

Education

1969-1971 Stockbridge Agricultural School Amherst, MA
Associates Degree, May 1971

Susan S Carlson

10 South Drive, Marion, MA 02738

508-922-3067

ssc4289@comcast.net

SUMMARY

- *Diverse work experience including management
- *Strong commitment to customer service

PROFESSIONAL EXPERIENCE

W/S Golf Management, Marion, MA 1996-present

Managing Partner

Manage and operate Marion Golf Course, Marion, MA
Meadowbrook Driving Range, Acushnet, MA

Community Nurse and Hospice Care, Fairhaven, MA 2007-Present

Admission Nurse 2010-present:

Responsible for admitting patients to skilled nursing services; including initiating plan of care and goals.

Case Manager 2007-2010: Managed skilled nursing care for patients in home

St. Anne's Hospital, Fall River, MA 2006-2007

Director of Nursing, Transitional Care Unit

*Manage day to day operations of 16 bed transitional care unit; average length of stay 10-14 days; chair quality and operations meeting

Madonna Manor, North Attleboro, MA 1990-1998

Director of Nursing 1995-1998

Directed staff of 120 RNs, LPNs, and CNAs in providing quality care to 129 resident of JCAHO accredited skilled facility

ADON/Staff Development Coordinator 1993-1995

Instructed staff in all mandatory and voluntary education programs
Coordinated and initiated MDS and ICP for all residents

Nursing Supervisor 1990-1993

Full time day shift supervisor and Infection Control Coordinator

Sturdy Memorial Hospital, Attleboro, MA 1988-1990

Staff nurse Orthopedic/oncology floor

North Farm Development, Bristol, RI 1985-1988

Sales Associate

EDUCATION

Master of Business Administration

University of Massachusetts, Dartmouth, MA

Bachelor of Science, Nursing

Northeastern University, Boston MA

EXHIBIT B

RFP Whaling City Golf Course Management Services

City of New Bedford
Request for Proposals
Professional Services
Operation of the New Bedford Whaling City Golf Course
Contract # 18650498
Questions and Answers

1. Is there a heating system in the Maintenance Building?
There is a wood stove only in the Maintenance Shed.
2. Did the previous management company blow out and winterize the irrigation system?
Yes, they stated they blew out the irrigation system when asked.
3. Was golf course sprayed for snow mold or winter diseases this fall or early winter?
Yes, they stated they had sprayed for snow mold when asked.
4. Breakdown of revenues between membership fees: green fees; golf cart rentals; driving range revenue; and food and beverage revenue.

Presently, this information is not available. City will try to obtain this information from Johnson Golf. CAVEAT: The financials provided have not been verified by the City and are not to be relied upon by respondents. Anecdotally, due to the congenial atmosphere and low bar prices, the facility at one time regularly ran 4-deep at the bar with some 40,000 rounds played. It was a social phenomena enjoyed by all.

5. Is liquor license available for purchase from previous management company?
Yes, the liquor license is available for purchase.

With regard to the Liquor License, there is a liquor license assigned to that location but any new entity would have to submit an application for transfer, which would have to be approved by this Board and the ABCC before it can be issued; and the annual fee of \$3,050.00 would have to be paid along with any other additional licenses that would be required such as:

- Common Victualler - \$125.00
- Music (TV) - \$125.00
- Entertainment - \$125.00

Along with submitting a Food Permit (Health Dept.), Certificate of Inspection (Inspectional Services), and a copy of their liquor liability on an ACCORD Form.

I would strongly suggest that an application for transfer be submitted ASAP so that it can be approved in a timely manner.

I will be glad to assist in the preparation of the application but I would strongly suggest that the applicant contact this office after the first of the year to review what needs to be done to expedite the application process.

Respectfully Submitted,

Nick Nanopoulos
Director
N.B. Lic. Bd.

6. Have any memberships for 2018 been purchased already?
No memberships have been renewed to date however, previous year's members have expressed interest.

7. Is lease payment included in financials provided?

There was no lease involved with the Johnson management contract and therefore no payments.

8. Line item Taxes-Other: please specify

Enclosed is the personal property tax printout for Johnson Golf showing taxes due on \$125,000 of taxable personal property valuation. City does not know what the amounts shown under this category represent. It does not appear to be the personal property tax due the city, which was the only tax against Johnson Golf that the city assessed.

9. What is the status of the business park that was to replace nine of the 18 holes? How will it affect a 10 year lease of an 18 hole golf course?

The future of the proposed business park will be unknown when the golf course management contract is executed. For this reason, the proposed management contract contemplates an 18-hole golf course as presently configured. If the business park materializes and has any negative impact on the operation of the golf course as an 18-hole facility as presently configured, the management company will be given the option to terminate the management contract or proceed as a 9-hole facility or reconfigured 18-hole facility with any fees due the City to be renegotiated depending on the impact of the business park to the operation and configuration of the golf course.

10. There is no netting on the driving range to protect golfers. Would that be a capital expenditure paid for by the City?

No, however the City MAY be able to assist with installation.



CITY OF NEW BEDFORD

ADDENDUM #4

The City of New Bedford issues the following Addendum #4 for

PROFESSIONAL SERVICES: OPERATION OF THE NEW BEDFORD WHALING CITY GOLF COURSE

RFP # 18650498

January 16, 2018

To: All Bidders of Record

This addendum is issued to advise Respondents of a date extension for the submittal of Proposals to be received due to the inclement weather being forecast:

Proposals for Professional Services for the Operation of the New Bedford Whaling City Golf Course will be extended and now due on Friday, January 19, 2018 at 11:00 am, changing the date due from Wednesday, January 17, 2018.

This Addendum shall be part of the Contract Documents for the above referenced project. Acknowledge receipt of this Addendum by completing the attached Acknowledgement form and include it in the Technical Proposal. Failure to do so may subject Respondents to disqualification.

End of Addendum

By: Susan Bruce
Director of Purchasing
City of New Bedford



12/28/2017 16:14
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City of New Bedford
Personal Property Tax Statement

P 1
txtaxstm

PROPERTY : 9705

LOCATION: 581 HATHAWAY RD

CURRENT OWNER:
JOHNSON GOLF MANAGEMENT INC
PO BOX 1659
HARWICH MA 02645-6659

CURRENT STATUS:

TAXABLE VALUATION : 125,000
INTEREST PER DIEM .00

INTEREST DATE: 12/28/2017

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2018	PP-R	400				
1	PP TAX		1,125.94	.00	.00	PAID
2	PP TAX		1,125.94	3.02	.07	3.09
3	PP TAX		1,102.19	1,102.19	.00	1,102.19
4	PP TAX		1,102.18	1,102.18	.00	1,102.18
			4,456.25	2,207.39	.07	2,207.46
2017	PP-R	188				
1	PP TAX		1,119.69	.00	.00	PAID
2	PP TAX		1,119.69	.00	.00	PAID
3	PP TAX		1,132.19	.00	.00	PAID
4	PP TAX		1,132.18	.00	.00	PAID
			4,503.75	.00	.00	.00
2016	PP-R	185				
1	PP TAX		1,048.75	.00	.00	PAID
2	PP TAX		1,048.75	.00	.00	PAID
3	PP TAX		1,190.63	.00	.00	PAID
4	PP TAX		1,190.62	.00	.00	PAID
	PP DEMAND		5.00	.00	.00	PAID
			1,195.62	.00	.00	.00
			4,483.75	.00	.00	.00
2015	PP-R	131				
1	PP TAX		971.25	.00	.00	PAID
	PP DEMAND		5.00	.00	.00	PAID
			976.25	.00	.00	.00
2	PP TAX		971.25	.00	.00	PAID
3	PP TAX		1,126.25	.00	.00	PAID
4	PP TAX		1,126.25	.00	.00	PAID



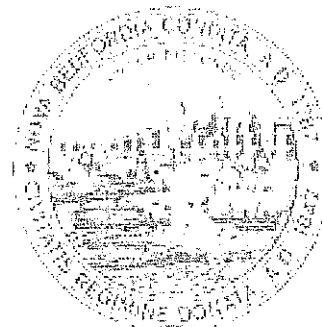


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City of New Bedford
Personal Property Tax Statement

P 2
txtaxstm

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
			4,200.00	.00	.00	.00
2014	PP-R	137				
1	PP TAX		923.13	.00	.00	PAID
	PP DEMAND		5.00	.00	.00	PAID
			928.13	.00	.00	.00
2	PP TAX		923.12	.00	.00	PAID
3	PP TAX		1,019.38	.00	.00	PAID
4	PP TAX		1,019.37	.00	.00	PAID
			3,890.00	.00	.00	.00
2013	PP-R	145				
1	PP TAX		888.75	.00	.00	PAID
	PP DEMAND		5.00	.00	.00	PAID
			893.75	.00	.00	.00
2	PP TAX		888.75	.00	.00	PAID
3	PP TAX		957.50	.00	.00	PAID
4	PP TAX		957.50	.00	.00	PAID
			3,697.50	.00	.00	.00
2012	PP-R	471				
1	PP TAX		848.13	.00	.00	PAID
	PP DEMAND		5.00	.00	.00	PAID
			853.13	.00	.00	.00
2	PP TAX		848.12	.00	.00	PAID
3	PP TAX		929.38	.00	.00	PAID
4	PP TAX		929.37	.00	.00	PAID
			3,560.00	.00	.00	.00
2011	PP-R	441				
1	PP TAX		777.19	.00	.00	PAID
	PP DEMAND		5.00	.00	.00	PAID
			782.19	.00	.00	.00
2	PP TAX		777.19	.00	.00	PAID
3	PP TAX		919.06	.00	.00	PAID
4	PP TAX		919.06	.00	.00	PAID
			3,397.50	.00	.00	.00





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City of New Bedford
Personal Property Tax Statement

P 3
txtaxstm

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2010	PP-R	445				
1	PP TAX		736.25	.00	.00	PAID
	PP DEMAND		5.00	.00	.00	PAID
			741.25	.00	.00	.00
2	PP TAX		736.25	.00	.00	PAID
3	PP TAX		818.13	.00	.00	PAID
4	PP TAX		818.12	.00	.00	PAID
			3,113.75	.00	.00	.00
GRAND TOTALS			35,302.50	2,207.39	.07	2,207.46





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City of New Bedford
Personal Property Tax Statement

P 1
txtaxstm

PROPERTY : 9705

LOCATION: 581 HATHAWAY RD

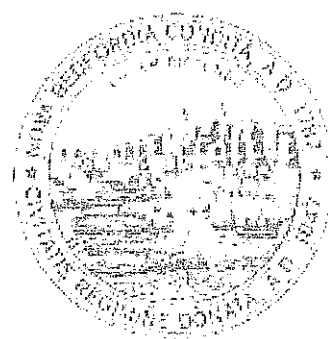
CURRENT OWNER:
JOHNSON GOLF MANAGEMENT INC
PO BOX 1659
HARWICH MA 02645-6659

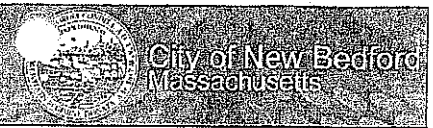
CURRENT STATUS:

TAXABLE VALUATION : 125,000
INTEREST PER DIEM .00

INTEREST DATE: 12/28/2017

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
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City of New Bedford
Personal Property Tax Statement

P 2
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YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
			4,200.00	.00	.00	.00
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2013	PP-R	145				
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City of New Bedford
Personal Property Tax Statement

P 3
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			741.25	.00	.00	.00
2	PP TAX		736.25	.00	.00	PAID
3	PP TAX		818.13	.00	.00	PAID
4	PP TAX		818.12	.00	.00	PAID
			3,113.75	.00	.00	.00
GRAND TOTALS			35,302.50	2,207.39	.07	2,207.46





CITY OF NEW BEDFORD

ADDENDUM #3

The City of New Bedford issues the following Addendum #3 for

PROFESSIONAL SERVICES: OPERATION OF THE NEW BEDFORD WHALING CITY GOLF COURSE

RFP # 18650498

January 2, 2018

To: All Bidders of Record

This addendum is issued to advise Respondents of a language change in the bid documents for Proposals to be received:

REVISION OF PARAGRAPH 13 OF THE RFP:

PARAGRAPH 13 OF THE RFP PRESENTLY READS AS FOLLOWS:

13. Taxes. Management Firm shall be responsible for paying, prior to delinquency, any and all taxes and assessments levied or assessed against the Golf Course in connection with the Golf Course and the Management Firm's operation thereof. The City of New Bedford charges a Personal Property Tax for all property owned by the Management company. This tax will cover golf cars, equipment, tables, chairs, etc. and is payable quarterly to the City.

DELETE PARAGRAPH 13 IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:

13. Taxes. Management Firm shall pay personal property taxes on its personal property located at the golf course and used in connection with the management thereof. The personal property tax is levied upon golf carts, equipment, tables, chairs, etc. and is payable quarterly to the City.

This Addendum shall be part of the Contract Documents for the above referenced project. Acknowledge receipt of this Addendum by completing the attached Acknowledgement form and include it in the Technical Proposal. Failure to do so may subject Respondents to disqualification.

End of Addendum

By: Susan Bruce
Director of Purchasing
City of New Bedford



CITY OF NEW BEDFORD

ADDENDUM #2

The City of New Bedford issues the following Addendum #2 for

PROFESSIONAL SERVICES: OPERATION OF THE NEW BEDFORD WHALING CITY GOLF COURSE

RFP # 18650498

DECEMBER 28, 2017

To: All Bidders of Record

This addendum is issued to advise Respondents of the extended due date for Proposals to be received

Please be advised The City of New Bedford is extending the Proposal submission time from Wednesday, January 3, 2018 at 11:00 AM to Wednesday, January 17, 2018 at 11:00 AM.

Location of Proposals Due: New Bedford City Hall
Purchasing Department, Room 208
133 Williams Street
New Bedford, MA 02740

This Addendum shall be part of the Contract Documents for the above referenced project. Acknowledge receipt of this Addendum by completing the attached Acknowledgement form and include it in the Technical Proposal. Failure to do so may subject Respondents to disqualification.

End of Addendum

By: Susan Bruce
Director of Purchasing
City of New Bedford



CITY OF NEW BEDFORD

ADDENDUM #1

The City of New Bedford issues the following Addendum #1 for

PROFESSIONAL SERVICES: OPERATION OF THE NEW BEDFORD WHALING CITY GOLF COURSE

RFP # 18650498

DECEMBER 8, 2017

To: All Bidders of Record

This addendum is issued to advise Respondents of the extended due date for Proposals to be received

Please be advised The City of New Bedford is extending the Proposal submission time from Thursday, December 28, 2017 at 11:00 AM to Wednesday, January 3, 2018 at 11:00 AM.

Location of Proposals Due: New Bedford City Hall
Purchasing Department, Room 208
133 Williams Street
New Bedford, MA 02740

This Addendum shall be part of the Contract Documents for the above referenced project. Acknowledge receipt of this Addendum by completing the attached Acknowledgement form and include it in the Technical Proposal. Failure to do so may subject Respondents to disqualification.

End of Addendum

By: Susan Bruce
Director of Purchasing
City of New Bedford

CITY OF NEW BEDFORD
PURCHASING DEPARTMENT
City Hall, 133 William Street
New Bedford, Massachusetts 02740

Notice of Request for Proposal
RFP No. 18650498

**TO PROVIDE PROFESSIONAL SERVICES:
OPERATION OF THE NEW BEDFORD WHALING CITY GOLF COURSE**

(Faxed Proposals Shall Not Be Accepted By the City of New Bedford)

Date: December 8, 2017

The City of New Bedford (City) is soliciting proposals for the operation of the New Bedford's Whaling City Municipal Golf Course (Golf Course) by a private operator under a ten-year contract with two additional 5-year terms, to be exercised at the sole option of the City, beginning January 15, 2018 through December 31, 2028. The major components of the desired services include Management, maintenance, and operation of the Golf Course as a public course in accordance with a formal Management agreement.

RFP documents containing definitions of required services, evaluation criteria, and other pertinent information may be obtained on the City's website or at the Purchasing Department, Room 208, City Hall, 133 William St., New Bedford, Massachusetts 02740.

A pre-proposal conference and site visit is scheduled on **Wednesday, December 13, 2017 at 11:00 a.m.** Interested parties will meet at the clubhouse of the Golf Course, 581 Hathaway Rd., New Bedford, MA.

This proposal has been issued by the authority granted the City by Massachusetts General Law, Chapter 30B, Uniform Procurement Act, Section 6. Proposers should familiarize themselves with the provisions of this Act. Proposals must be submitted in separate sealed envelopes, one containing **four (4) copies** of the non-price technical proposal marked "**RFP #18650498 - Technical Proposal - Golf Course Operation Services**" and one envelope containing **one (1) copy** of the price proposal marked "**RFP #18650498 - Price Proposal - Golf Course Operation Services**" shall be submitted. The name of the proposer shall be included on both envelopes. Both envelopes must be received at the Purchasing Department, City of New Bedford, Rm. 208, Second Floor, City Hall, 133 William St., New Bedford, Massachusetts, 02740, prior to **11:00 a.m., Wednesday, January 3, 2018.**

IMPORTANT

Each respondent to this RFP must ensure that in their Technical Proposal they acknowledge they have received any and all Addenda for this RFP (see Attachment B).

The Chief Procurement Officer has determined that in order to select the most advantageous offer to operate the New Bedford Municipal Golf Course, evaluation criteria set forth in this request for proposals must be considered in addition to price. It is essential that the City retain the services of a Management Firm with adequate background to operate the Golf Course so that the residents of New Bedford will be assured they will be provided a golf facility that is professionally managed and expertly maintained. Therefore, the RFP process will enable the City to provide higher ratings to Management Firms whose experience in public golf course operation and whose key personnel have more than the minimally adequate number of years of experience in the operation of public golf courses.

The successful proposer must demonstrate the ability to deliver services that adhere to the specifications outlined in this document, and provide references as to where similar services have been successfully provided. The contract will be awarded to the responsive and responsible proposer submitting the most advantageous proposal taking into consideration both the results of the comparative evaluation and price. The City of New Bedford reserves the right to reject any and all proposals as determined to be in the best interests of the City.

City of New Bedford
December 8, 2017

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END OF SECTION

I. PURPOSE

The City of New Bedford (City) is soliciting the services of interested and qualified golf course operators to manage and maintain the New Bedford Municipal Golf Course (Golf Course) at no cost to the City. The services to be provided include the following: manage, maintain, and operate the golf course as a public course in accordance with a formal Management agreement.

II. SCHEDULE

III.

Key Dates for This Proposal:

December 8, 2017 @ 10:00 a.m. - RFP Issued

December 13, 2017 @ 11:00 a.m. - Pre-Proposal Meeting (581 Hathaway Rd., New Bedford, MA)

December 20, 2017 @ 12:00 noon – Time Limit for Questions or Clarifications Regarding Quotation

January 3, 2018 @ 11:00 a.m. - Proposal due date

III. BACKGROUND

The course now occupies 200+ acres, plays to par 72, and measures 6780 yards from the back tees. The irrigation system is fed by city water at no cost to the operator. The course originally was 9 holes and then was expanded to 18 holes. It is located at the intersections of Interstate Route 195 and Mass. State highway Rt. 140.

IV. CURRENT SITUATION

The New Bedford Municipal Golf Course is currently being operated by Johnson Golf and Turf Management, Inc. The operator reported unaudited gross revenues of \$440,886 in calendar year 2017.

V. DECISION TO USE RFP PROCESS

It is essential that the City retain the services of a Management Firm with extensive background to operate the Golf Course so that the residents of New Bedford will be assured they will be provided a golf facility that is professionally managed and expertly maintained. The evaluation committee shall review, evaluate, and rate each proposer's technical information. After this rating, the procurement officer will open price proposals. It is the policy of the City to continually improve the quality of golf being offered at an affordable price to its customers. Therefore, in order to achieve this policy, the City will award a contract, if at all, to the proposer the City determines to best fulfill this policy. The City is looking for a price proposal that will allow the operator to continually meet these goals and improve the quality of golf being offered to the public. The RFP process will enable the City to provide higher ratings to Management Firms whose experience in public golf course operation and whose key personnel have more than the minimally adequate number of years of experience in the operation of public golf courses.

VI. INSTRUCTIONS TO BIDDERS

1. Issuing Office. This RFP is issued by the City of New Bedford Parks, Beaches and Recreation Dept.

Inquiries involving procedural or technical matters must be received prior to December 20, 2017 at 12:00 noon and directed in writing to:

Purchasing Department
City of New Bedford
133 William St.
New Bedford, MA 02740
508-979-1432

2. Notice of Pre-Proposal Conference. A conference for prospective proposers will be held at 11:00 a.m., December 13, 2017 at the Golf Course, 581 Hathaway Rd., New Bedford, MA.

Attendance is recommended but not mandatory.

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

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

3. Proposal Deposit. Each technical proposal must be accompanied by either a certified check payable to the City of New Bedford or a bid bond from an authorized surety company authorized to do business in the Commonwealth of Massachusetts, in the amount of \$1,000. All proposal deposits, as specified above, shall be returned upon final execution of a contract, or if no contract is executed, at the expiration of ninety (90) calendar days from the date set for opening of the proposals. If the successful proposer fails to perform its agreement to furnish a properly executed contract, including the required security for performance within ten (10) days after an award is made to it, or within such additional time as the City may authorize in writing, the proposal deposit shall become the property of the City as liquidated damages; however, in case of death or disability of the Proposer, the deposit shall be returned to it after submission of a sworn affidavit to, and acceptance by, the City.

4. Submission of Proposals. Both proposals (price and technical) shall be submitted in separate sealed envelopes clearly marked as either the technical proposal or the price proposal. Each proposer shall submit one original and four (4) copies of its technical proposal and one original price proposal. The name of the proposer shall be included on both envelopes. Both envelopes shall be placed in a sealed envelope, clearly marked as: **RFP #18650498 PROPOSAL TO OPERATE THE NEW BEDFORD MUNICIPAL GOLF COURSE** and delivered to:

Purchasing Department, City of New Bedford, 133 William St., New Bedford, MA 02740

Deadline for submission of proposals shall be **January 3, 2018**, no later than **11:00 a.m.** Faxed proposals will not be accepted.

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

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

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

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

A. Price Proposal. The minimum fee to be paid to the City shall be \$20,000 per year. Revenue sources for operation of the golf course include memberships, greens fees, driving range fees, pro shop sales, pull cart and golf club rentals, tournament fees, income earned from professional tournaments, lessons given by the staff, outside income earned by any golf professional on the staff. Proposers shall use Attachment A to this RFP in submitting the price proposal.

B. Technical Proposal. The technical proposal shall consist of documentation that the proposer satisfies the minimum criteria set forth in section VII of this RFP together with the proposer's response to the evaluative criteria set forth in Section VIII. (See more specifically, Section X Proposal Submission Requirements.). Addendum(s) must be acknowledged on the first page of the "Technical Proposal".

6. Acceptance of Proposal Content. All or part of the successful proposal submitted shall become incorporated into the final contract documents.

7. Proposal Expenses. Expenses for developing the proposals are entirely the responsibility of the proposer and shall not be chargeable in any manner to the City of New Bedford or the City.

8. Proposer Review of Existing Operation. The New Bedford Municipal Golf Course can be inspected by contacting: Mary Rapoza, Parks, Beaches, and Recreation Director, 508-961-3015.

9. Contract and Term. After selection of the successful proposal, a written contract containing the terms of this RFP and the successful proposer's response, together with any changes to the service plan negotiated by the parties shall be executed by the successful proposer and the City. Such contract shall not take effect until signed by both parties and approved by the Mayor of the City of New Bedford. The term of the contract is ten (10) years and shall extend from January 15, 2018 through December 31, 2028. The term of the contract may be extended at the sole option of the City for up to two (2) additional five (5) year terms.

10. Method of Payment. Management Firm shall be required to remit monies due the City on a monthly basis. Monies shall be paid so as to be received by the City on or before the 15th day of the month following the end of the month for which payment is made. Late payments will be subject to interest charged at 1 1/2 % per month. At the end of each year of the agreement, Management Firm shall remit any additional guaranteed amount due as governed by the agreement.

11. Insurance Requirements. The Operator shall maintain at its sole cost and expense public liability and property damage insurance with respect to the Golf Course Property during the entire term of this Agreement. The Operator shall name the City of New Bedford, its employees, agents and officers as Additional Insureds. Such insurance shall be maintained with responsible companies qualified to do business and in good standing in Massachusetts and insuring the City and the Operator, or their respective designees, against injury to person, including accidental death, and damage to property. Such insurance shall be maintained with annual policy limits for each respective year of this Agreement as follows:

- A. Public liability insurance with combined single limits of \$1,000,000.00 with surety satisfactory to the City.
- B. Workers Compensation with Employers Liability limits of \$500,000.00
- C. Automobile Liability limits with a combined single limit of \$1,000,000.00
- D. Commercial Umbrella Policy with a limit of \$2,000,000.00.
- E. Fire Damage Legal Liability with limits not less than 90% of the Replacement Value of the building.

The Operator shall deposit with the City of New Bedford, Certificates of Insurance for such insurance at, or prior to the commencement of the term of this Agreement, and thereafter, thirty, (30) days prior to the expiration of any such policy. All such insurance certificates shall provide that they may not be canceled without at least thirty (30) days prior written notice to each insured and shall include a Waiver of Subrogation clause in favor of the City of New Bedford.

Before commencing performance of this Agreement, the Operator shall provide, by insurance, for the payment of compensation and the furnishing of other benefits under Chapter 152 of the Massachusetts General Laws ("Workers Compensation Law") to all persons to be employed in connection with the performance of this Agreement and shall continue such insurance in full force and effect during the term of this Agreement.

All policies shall be obtained from companies licensed to conduct business in the Commonwealth of Massachusetts. Companies providing insurance coverage shall be required to have nothing less than an "A" rating or better by the A.M. Best Company. Insurance coverage in amount and form shall not be deemed acceptable until approved by the City Solicitor of the City of New Bedford. The City of New Bedford reserves the right to require increased insurance coverage if the present statutory cap on tort liability of municipalities is increased during the term of the Golf Course Management Agreement.

12. Utilities. All utility expenses including sewer, electricity, gas, waste disposal, telephone, cable television service, etc., but excluding water, which are or may be required to operate the golf course, will be borne by the Management Firm, including relocation of utilities, permits, connection fees, etc. The golf course is supplied with water from the city's water system at no charge for irrigation purposes.

13. Taxes. Management Firm shall be responsible for paying, prior to delinquency, any and all taxes and assessments levied or assessed against the Golf Course in connection with the Golf Course and the Management Firm's operation thereof. The City of New Bedford charges a Personal Property Tax for all property owned by the Management company. This tax will cover golf cars, equipment, tables, chairs, etc. and is payable quarterly to the City.

14. Course Fees and Charges. Fees for memberships, green fees, riding cart rentals, club rentals, driving range, and food and beverage must be set by the Management Firm. The present fee schedule is attached hereto. The Management Firm shall establish all fees for the forthcoming season prior to November 1 for each year of the agreement.

15. Records and Audits. The Management Firm shall submit a detailed description of the method to be used to insure the accountability for all revenues generated at the golf course, which method is subject to review by the City. The Management Firm shall keep the books of accounts and records of all operations and establish a system of bookkeeping and accounts in a manner considered to be good accounting practice according to the American Institute of Certified Public Accountants and satisfactory to the City and shall permit inspection of said books and records by the City as often as deemed necessary in the opinion of the City in form submitted by the City. The Management Firm shall submit at the end of each year a certified, audited annual report, or as required by the City, a profit and loss statement of operations under the Terms of the contractual agreement, in a form considered to be good accounting practice according to the American Institute of Certified Public Accountants and satisfactory to the City.

16. Hours and Days of Operation. The primary operating period shall be daily, daylight to dusk, seven days per week, weather permitting, beginning April 1 and ending November 30, each year of the agreement. The golf course may be operated during the months of December through March, provided the use of the golf course does not cause damage to the greens, tees, or other turf areas. Changes to the operating schedule can be made only with the written approval of the City.

17. Sales and Rental Limitations. Management Firm shall have the exclusive right to sell or rent golf or golf related equipment.

18. Maintenance. Management Firm will accept all properties, facilities, and equipment "as is" in their presently existing condition. Management Firm shall, at its own expense, make all repairs necessary to maintain City-owned equipment, buildings, and structures, and has total responsibility for building maintenance to include, but not limited to, repair and replacement all the respective City-owned golf course properties, fixtures, plantings, furniture and related equipment and the heating, utility, and plumbing systems. It is acknowledged by the Management Firm that standards (see attached Exhibit D) for the maintenance, upkeep and repair of the golf course (driving range, netting, greens, fairways, bunkers, rough, tees, irrigation, cart paths, and bridges, etc.), clubhouse, pro shop, and snack bar will be made part of the Management contract. It is further understood that Management Firm will provide the City a monthly Management report in a format approved by the City that shall include maintenance to cart paths, bridges, driving range, greens, tees, fairways, roughs, building maintenance, levels of irrigation, fertilization, weed control, invasive plant

control within and without the wetlands area on the course, phragmites control, and other maintenance. Such report may be required on a more frequent basis to be determined by the City. Management Firm will not make any alterations, additions, or improvements to the golf course and facilities without the prior consent of the City. All alterations, additions, and improvements, whether temporary or permanent in character, shall at all times be deemed to be the property of the City and shall remain upon the premises at the termination of the agreement. Management Firm will not be responsible for major structural repairs to roofs, exterior walls, or foundations. **The Management Firm shall provide and pay for, at a minimum, the maintenance set forth in Exhibit I included in this RFP.**

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

In addition to required maintenance equipment, the Management Firm shall furnish at least 36 power golf carts, new or in "like new" condition, subject to approval by the City. All golf carts must be serviced at least weekly by an independent maintenance company hired by the Management Firm for such purpose, and acceptable to the City. The Management Firm shall provide the City with a copy of the maintenance contract with the independent maintenance company, which contract shall also be subject to the approval of the City. The City shall have the right to order the Management Firm to stop using and replace any golf cart it deems dangerous, unserviceable or not in keeping with the character of the Golf Course.

Within ten (10) days of the notification of contract award, the successful Management Firm shall provide written evidence to the City that it owns or leases all the equipment listed in Exhibit III and the required golf carts and that such equipment/golf carts will be available at the golf course site by April 1. All required equipment must be new or in "like new" condition and capable of reliably performing the required maintenance. The Management Firm shall be responsible for replacing any required equipment/golf carts which fail to perform reliably during the term of the Management contract.

20. Minimum Staffing

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

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

to oversee the capital improvement projects undertaken by the City, the City may provide, at Management Firm's sole expense, an individual who is qualified to oversee implementation of the capital improvement projects undertaken by the Management Firm and/or the City.

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

The on-site manager shall also attend City meetings as requested and prepare any reports requested by the City regarding the Golf Course.

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

b. Pro Shop Manager. The Management Firm shall employ a Pro Shop Manager to oversee the general operation of the Pro Shop, to manage the Starters and Rangers and Pro Shop counter staff. Such manager shall ensure the satisfaction of all customers that they receive the highest possible level of service which the City is striving to achieve.

c. Golf Professional. The Management Firm shall employ a Class A member of the Professional Golfers Association of America with a minimum of five years experience as a Class A 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. The Golf Pro will operate free Junior golf clinics every Monday and will be available to advise the City in any golf related Management decisions they will need.

d. Starter. The Management Firm shall employ a starter to control play on the Golf Course seven (7) days a week, ten (10) hours per day, during April, May, September, November and November and twelve (12) hours per day during June, July and August.

e. Ranger. The Management Firm shall employ a minimum of one (1) ranger on the Golf Course seven (7) days a week, ten (10) hours per day, during the golf season (presently April 1st through November 30th). Any change from this staffing will be required in writing by the City. 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.

f. Grounds Staff. The Management Firm shall employ, on a year-round, full-time basis, a grounds staff that shall consist of a minimum of a Superintendent, an Assistant Superintendent, and an Equipment Mechanic. From April 1st to June 1st, a minimum of four (4) additional grounds staff shall be employed for a total of seven (7) grounds staff during this period. From June 1st to September 1st, a minimum four (4) additional seasonal grounds staff shall be employed for a total of eleven (11) ground staff during this period. From September 1st to November 15th, a minimum of seven (7) total grounds staff shall be employed.

21. Capital Improvements by the City. Any Golf Course and building improvements shall be subject to approval by the City.

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

22. Faithful Performance Bond. Management Firm will, at or before the execution of the resulting agreement, furnish to the City an acceptable corporate surety bond in the penal sum of twenty thousand dollars (\$20,000.00), or equivalent security, as security for faithful performance and non-negligent performance of the agreement. The bond shall be in force at all times during the term of the Management agreement.

23. Force Majeure. Neither the City nor the Management Firm shall be deemed in breach of any contract which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other circumstances not within its reasonable control.

24. Termination. Management Firm shall peaceably and immediately give up and surrender to the City the premises and every part thereof at the termination of the agreement.

25. Non-discrimination/Equal Opportunity. Management Firm shall comply with all local, state and federal laws and regulations pertaining to non-discrimination and equal opportunity in the areas of employment, subcontracting, and use of City of New Bedford facilities.

26. Assignment. Management Firm shall not assign or subcontract any portion of the operation without written approval from the City.

27. Independent Contractor. Management Firm and its employees will operate as an independent contractor and are not considered to be City or City of New Bedford employees.

28. Assignment of Authority. Management Firm shall be in charge of public play on the New Bedford Municipal golf course. The Firm shall be authorized to enforce applicable ordinances, rules, and regulations for golf operation which are not superseded by any agreement or contract resulting from this proposal.

29. Special City Events and Contributions. The City of New Bedford shall have the right to use the Golf Course for special city events, including golf, for six (6) Mondays. Special event days shall be negotiated between the City and the Management Firm each year of the agreement. Special City events may include New Bedford High School and Greater New Bedford Regional Vocational Technical School and, regardless of the participants, shall be at no cost to the City of New Bedford.

30. Signs. Management Firm shall not place any sign or advertisement upon any property of the City or upon any vehicle used by the Firm directly for the concession under any contract or agreement which may result from this proposal without written approval by the City.

31. Special Events Sponsored by Management Firm. Special Events sponsored by Management Firm shall be subject to city approval and addressed at the start of each contract year.

32. Membership Holders. There are currently no more than 150 Membership holders who receive unlimited golf for an annual payment. Any season tickets not renewed will be filled from the waiting list by New Bedford residents only. Season tickets will be good annually from January 1 to December 31.

33. Canine and other pets. Canines and other pets are not allowed on the property or in the clubhouse, unless they are service animals.

34. Liquor License: Management Firm will be responsible for obtaining the liquor license from the previous owner at a price to be negotiated between previous owner and Management Firm. Management Firm shall at all times adhere to the laws, rules, and regulations applicable to a Massachusetts liquor license, the Massachusetts ABCC, and the New Bedford Licensing Board.

END OF SECTION

VII. TECHNICAL PROPOSAL - MINIMUM CRITERIA

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

1. Three (3) years experience by the Management Firm in the area of golf course Management, public or private.
2. Management Firm must have managed or are managing two (2) or more golf courses.
3. Three (3) years' experience by the individual who will be the on-site manager of the New Bedford Municipal Golf Course in managing a regulation 18-hole golf course.
4. Three (3) years' experience by the individual who will be the full-time on-site Pro Shop Manager in managing a Pro Shop operation at a first class regulation 18 hole golf course.
5. *Class A* membership of the Professional Golfers Association of America by the person who will be the resident professional at the Golf Course.
6. Three (3) years' experience or its equivalent, by the individual who will be the full-time on-site Course Superintendent in managing the greens keeping duties of a regulation 18-hole golf course. Such Superintendent must be a GCSAA *Class A* superintendent, who has successfully completed two (2) years of an accredited agronomy school, or equivalent and is a duly licensed chemical applicator.
7. Provide the required performance bond.
8. Provide the required insurance.
9. Provide specified staffing levels and equipment requirements.

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VIII. TECHNICAL PROPOSAL - COMPARATIVE EVALUATION CRITERIA AND STANDARDS

Proposals shall be evaluated based on the following criteria:

1. **The experience of the Management Firm in managing, maintaining and operating a first-class 18-hole public golf course. As used in this criteria, the term "first-class" shall mean a comparably sized public golf course at which the quality of grounds maintenance, conditions of play and course amenities are of at least the equivalent or better quality than that found at the New Bedford Whaling City Golf Course.**

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

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

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

Unacceptable - No experience in the Management, maintenance or operation of an 18 hole public golf course.

2. **Experience and Qualifications of Management Firm's Key Staff.**

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

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

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

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

3. Credit and Other References.

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

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

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

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

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

Highly Advantageous - A plan which sets forth five (5) or more specific incentives which will be offered by the Management Firm. The incentives should have either a proven effect or be reasonably calculated to achieve their goals and should be in keeping with the character of the Golf Course as a community resource. Such plan would involve no cost to the City.

Advantageous - A plan which sets forth three (3) to four (4) specific incentives or sets forth incentives which are somewhat speculative in effect. Such plan would involve no cost to the City.

Not 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 City.

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

5. Quality of Management Firm's Plan of Operations

Highly Advantageous - A plan which sets forth operations that significantly adds to and greatly exceeds the quality of grounds maintenance, conditions of play and course amenities that presently are found at the New Bedford Municipal Golf Course.

Advantageous - A plan which sets forth operations that marginally adds to and exceeds the quality of grounds maintenance, conditions of play and course amenities that presently are found at the New Bedford Municipal Golf Course.

Not Advantageous - A plan which sets forth operations that does not alter the quality of grounds maintenance, conditions of play and course amenities that presently are found at the New Bedford Municipal Golf Course.

Unacceptable - No plan which of operations or one that significantly diminishes the quality of grounds maintenance, conditions of play and course amenities that presently are found at the New Bedford Municipal Golf Course.

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

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

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

Not Advantageous - A plan that does not sufficiently describe an accurate method for accounting for the revenues in each department; or does not have a method for the City to verify the accuracy of the numbers submitted; or does not present either the name or staff position of the person who would be submitting the information to the City.

Unacceptable - No plan.

IX. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

The contract will be awarded to a *qualified, responsible and eligible* proposer with the *most advantageous proposal submission and price* as determined by the Purchasing Agent or his/her designee taking into consideration both the comparative evaluation and the amount bid. All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

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

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

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

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

X. PROPOSAL SUBMISSION REQUIREMENTS

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

Attachment B and the narrative descriptions shall be placed in a separate sealed envelope marked "Technical Proposal - Golf Course Operation Services."

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

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

Each proposal must include a signed Certificate of Non-Collusion and Tax Attestation on **Attachment C**. This Certificate should be included in the envelope containing the Technical Proposal, but inclusion with the Price Proposal shall be an informality.

XI. EVALUATORS

The City of New Bedford's Chief Procurement Officer shall designate persons to evaluate the proposals.

END OF SECTION

MANAGEMENT CONTRACT (EXHIBIT I)
FOR THE
NEW BEDFORD WHALING CITY GOLF COURSE

This Contract is made this _____ day of _____, 2018, by and between

and the City of New Bedford, a municipal corporation organized under Chapter 43 of the General Laws of Massachusetts.

WHEREAS, the City of New Bedford (hereinafter "City") requires management and maintenance services for the golf course property known as Whaling City Golf Course located at 581 Hathaway Rd., New Bedford, Massachusetts. (Hereinafter the "Golf Course"); and

WHEREAS, the City issued a Request for Proposals for management and maintenance of the Golf Course pursuant to G.L. c.30B; and

WHEREAS, following evaluation of both the technical and price proposals for management and maintenance of the Golf Course, the City found the proposal submitted by _____ to be most advantageous to the City and awarded the contract to _____.

NOW, THEREFORE, in consideration of the mutual premises, covenants and agreements herein contained, the parties agree as follows:

1. Scope.

_____ (hereinafter the "Management Firm") shall be responsible for the operation, Management and maintenance of the Golf Course in accordance with the terms and conditions herein provided, the Request for Proposal to Provide Professional Services (hereinafter the "RFP") and the Technical and Price proposals (the "Response") submitted by the Management Firm in response to the RFP. The RFP and the Response are attached and incorporated into this Agreement as Exhibit A and together with this Agreement form the Contract between the parties. The terms and provisions of this Agreement shall take precedent over any inconsistent terms or provisions in Exhibits A.

2. Term

The term of this Contract shall commence on January ____, 2018, and shall terminate on December 31, 2028, unless otherwise terminated as herein provided. City may at its sole option grant up to two (2) additional five (5) years terms.

3. Consideration; Management Fee

The Management Firm shall pay to the City an annual fee of \$ _____.

Management Firm shall remit monies due the City on a quarterly basis. Monies shall be payable on or before the 15th day of the month following the end of the quarter for which payment is made.

In no event shall the total amount paid by the Management Firm to the City in any calendar year during the term of this Contract be less than \$20,000. Should the total of quarterly payments in any year be less than

\$20,000, the Management Firm shall make an additional payment to the City prior to December 31st of any year of this Contract to bring the total amount paid to the City in that year to \$20,000.

Payments are due on the dates above specified. Interest for late payments shall be at the rate of 1-1/2% per month.

4. Course Fees and Charges

Fees for Memberships, driving range, green fees, riding cart rentals, club rentals, and food and beverage will be set by the Management Firm. The Management Firm shall establish all fees for the forthcoming season prior to April 1 for each year of the agreement..

5. Seasons for Golf Course

The primary operating period for the Golf Course shall be daily, daylight to dusk, seven (7) days per week, weather permitting, beginning April 1st and ending November 30th, each year of the Contract. The period from April 1st through November 30th shall be considered "In Season". The Golf Course shall be operated from December 1 through March 31 (considered the "Off Season"), provided use of the Golf Course does not damage the greens, tees, or other turf areas. Changes to the operating schedule shall only be made with the written approval of the City. However, when weather conditions render the Golf Course unusable for golfing, the Management Firm shall permit to occur and facilitate such recreational activities as shall be agreed to between Management Firm and the City and which may be set out in rules and regulations to be published by the City. Bar and restaurant shall remain open during off season at all regular times.

6. Operation of the Golf Course

The Management Firm shall operate the premises as a public golf course during the term of this Contract, and shall keep and maintain the Golf Course, driving range, club house, parking areas, bridges, cart paths, golf carts, all greens, tees, sand traps, hazards, grounds and shrubbery, and all furnishings, fixtures and property used in connection therewith, in good condition throughout such term, such operation and maintenance to be accomplished up to best golf course management standards as determined by the New England Golf Course Superintendent's Association Handbook, giving said Golf Course at all times the benefit of the Management Firm's special knowledge and experience, and employing such special skills as may be required. The Management Firm shall not use the premises for any other enterprise, nor shall the Management Firm use or allow to be used the premises for the conduct of any business other than Whaling City Golf Course business. The Management Firm shall not use the premises for storage of equipment not solely intended for use on the premises. Overgrowth and phragmites shall be controlled/eradicated.

The Management Firm represents that _____ will serve as the on-site Manager, and that he/she satisfies all requirements for the on-site manager identified in the RFP. The City hereby approves of _____ as Manager.

All rules, regulations and policies relating to the operation of the Golf Course shall be determined by the City following consultation with and/or recommendation by the Management Firm, The Management Firm shall abide by and enforce said rules and regulations. If the Management Firm desires to change any rules, regulations or policies at the Golf Course, it shall first submit a written request to the City, with reasons

attached. No change in the rules, regulations or policies shall be instituted by the Management Firm until the City has approved the same in writing, Food and beverage charges are not subject to City approval.

In its operation and Management of the Golf Course, the Management Firm shall be subject to, but not responsible for, the enforcement of any Conservation Restrictions of record which may apply to this property.

The City shall have the right to enter upon the Golf Course for the purpose of making such inspections as it deems necessary. If the City determines that the Management Firm has failed to maintain any portion of the Golf Course to the standards set forth this Contract, the City shall have the right, in its discretion and after notice to the Management Firm, to make such improvements as are necessary to return the Golf Course to its proper condition. The City shall have the right to recoup the cost of any such action from the Performance Bond posted by the Management Firm as a condition of this Contract.

7. Annual Membership Holders

There are currently no more than 150 Annual Membership holders, who receive unlimited golf for an annual payment. The number of Annual Membership holders presently is at 150. Any Annual Memberships not renewed will be filled from the waiting list by New Bedford residents first. If there are no New Bedford residents on the waiting list, non-residents may purchase an Annual Membership.

8. Vegetation Management Plan for Wetlands Areas

Management Firm shall develop and execute a vegetation management plan for all wetlands areas on the golf course, including phragmites and other invasive species.

9. Signs

The Management Firm shall not place any sign or advertisement upon any property of the City or upon any City-owned vehicle used by the Management Firm under this Contract without written approval of the City.

10. Maintenance

(a) Management Firm will accept all properties, facilities, and equipment "as is" in their presently existing condition. Management Firm shall, at its own expense, make all repairs necessary to maintain City-owned equipment, buildings, and structures, and has total responsibility for building maintenance to include, but not limited to, repair and replacement all the respective City-owned golf course properties, fixtures, plantings, furniture and related equipment and the heating, utility, and plumbing systems. It is acknowledged by the Management Firm that the RFP sets forth standards for the maintenance, upkeep and repair of the golf course (greens, driving range, fairways, bunkers, rough, tees, irrigation, etc.), clubhouse, pro shop, and restaurant which are hereby incorporated as part of this Management Contract. Exhibit IV is not all inclusive and other standards as may be set forth in the RFP and/or the Management Contract are equally part of the contract. Management Firm will not make any alterations, additions, or improvements to the golf course and facilities without the prior consent of the City of New Bedford. All alterations, additions, and improvements, whether temporary or permanent in character, shall at all times be deemed to be the property of the City and shall remain upon the premises at the termination of this Agreement. Management Firm will not be responsible for major structural repairs to roofs, exterior walls, or foundations when the cost of any such repair exceeds one thousand dollars (\$1,000.00). The Management Firm shall provide and pay for, at a minimum, the maintenance set forth in Exhibit IV included in the RFP.

(b) The Management Firm shall keep the clubhouse access road and parking lot free from snow at its expense.

The Management Firm shall provide the City with a monthly Management report in a format approved by the City that shall report on maintenance of greens, tees, fairways, roughs, building maintenance, levels of irrigation, fertilization, and weed control; vegetation, invasive species, overgrowth, and phragmites eradication/control, and other maintenance. Management reports may be required on a more frequent basis as determined by the City.

11. Utilities/Expenses

All utility expenses such as recycling, sewer, electricity, gas, waste disposal, telephone, cable television service, etc., but not water, which are or may be required to operate the golf course, will be borne by the Management Firm, including relocation of utilities, permits, connection fees, etc. The golf course irrigation water is supplied by the City at no charge. The Management Firm will be responsible for any electricity associated with operating the pumps for the golf course irrigation system. City has a mandatory recycling Ordinance, and Management Firm must develop a compliant recycling plan for City approval.

12. Equipment

The Management Firm 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 City-owned vehicles or equipment shall be available for use by the Management Firm except as specifically set forth in the RFP. At a minimum, the Management Firm shall be required to provide and keep on site or otherwise make available as needed the equipment set forth in its Response to the RFP. No equipment or vehicles other than those required for on-site use at the golf course may be stored on the premises.

In addition to required maintenance equipment, the Management Firm shall furnish at least 36 power golf carts, new or in "like new" condition, subject to approval by the City. Twenty (20) of the golf carts so furnished shall be no older than 3 years. The City shall have the right to order the Management Firm to stop using and replace any golf cart it deems or not in keeping with the character of the Golf Course.

Within ten (10) days of the date of this Agreement, the Management Firm shall provide written evidence to the City that it owns or leases all the equipment required in paragraph (a) above, and the required golf carts, and that such equipment/golf carts will be available at the Golf Course site by April 1, 2018. All required equipment must be new or in "like new" condition and capable of reliably performing the required maintenance. The Management Firm shall be responsible for replacing any required equipment or golf carts which fail to perform reliably during the term of this Contract within 3 days of breakdown.

13. Capital Improvements

City and Management Firm will collaborate to itemize the proposed improvements to be made by the City in the coming years, always subject to appropriation and required City approvals.

The Management Firm acknowledges that it does not have any claim against the City, its agents, or contractors for interference in business or damages for interruption of services or interference in the operation of the golf course, pro shop, or food and beverage service as a result of any improvements made by the City. The City agrees to use its best efforts to minimize such interruptions or interference in business without waiving its right to make improvements to the golf course or its buildings.

The Management Firm shall perform the routine and extraordinary maintenance to the golf course and structures described in the section entitled Course Improvements of its Response to the RFP.

The Management Firm will be responsible for installation of such protective golf ball barrier netting and poles throughout the golf course as it deems necessary to protect golfers and neighbors. The Management Firm will be responsible for replacement of or repairs to the netting, cables, or poles.

14. Alterations

The Management Firm agrees not to make any material and/or structural alterations, changes and/or additions to the Golf Course without prior written consent of the City.

Title to all structural improvements on the premises shall remain in the City upon completion thereof and shall be left in place upon termination of this Contract. Title to trade fixtures, furniture, fixtures, equipment, and other personal property initially installed or procured by the Management Firm, including replacements thereof, which were not paid for by the City, shall remain in the Management Firm, unless otherwise agreed.

15. Books and Records

The Management Firm shall keep the books of accounts and records of all operations and establish a system of bookkeeping and accounts in a manner considered to be good accounting practice according to the American Institute of Certified Public Accountants and satisfactory to the City and shall permit inspection of said books and records by the City as often as deemed necessary in the opinion of the City. Upon request by the City, the Management Firm shall also provide monthly financial reports on the operation of the Golf Course, in a form satisfactory to the City. The Management Firm shall submit at the end of each year a certified, audited annual report, or as required by the City, a profit and loss statement of operations under the terms of the contractual agreement, in a form considered to be good accounting practice according to the American Institute of Certified Public Accounts and satisfactory to the City.

16. Insurance

Before commencement of the contract services, the Management Firm shall obtain and maintain throughout the term of the contract, the following insurance coverages written by a company qualified to do business in the Commonwealth of Massachusetts and satisfactory to the City. A certificate that each such insurance coverage is in force and effect, and listing the City as an additional insured on all policies other than workers' compensation, shall be submitted at the time of the execution of the Agreement and thereafter whenever renewed or requested by the City. All insurers must be notified that the insurance policies must provide that a copy of any notice of cancellation or non-renewal will be sent to the City.

(1) General Liability: Coverage shall be written on an occurrence basis in accordance with the services to be performed and shall include, but not be limited to, Premises/Operations, Personal and Advertising Injury, Property Damage, and Medical Payments.

Limits: \$1,000,000 each occurrence;
\$2,000,000 aggregate

(2) Workers' Compensation and Employer's Liability: Statutory workers' compensation coverages must be provided meeting all applicable state and federal requirements.

(3) Automobile Liability: Owned, non-owned, and hired automobile coverages are to be included.

Limits: \$1,000,000 combined single limit.

(4) Umbrella: Two Million Dollars (\$2,000,000) on Umbrella form over General Liability, Automobile Liability, and Employer's Liability.

(5) Fire Damage Legal Liability with limits not less than 90% of the Replacement Value of the building.

With respect to any of the insurance policies provided by the Management Firm pursuant to these requirements which are "claims made" policies, in the event at any time such policies are canceled or not renewed, the Management Firm shall provide a substitute insurance policy with terms and conditions and in amounts which comply with these requirements and which provides for retroactive coverage to the date of the cancellation or non-renewal of the prior "claims-made" policy. With respect to all "claims made" policies which have been renewed, the Management Firm shall provide coverage retroactive to the date of the commencement of work under this agreement. All said substitute or renewed "claims made" policies shall be maintained in full force and effect for three (3) years from the date of completion of the project.

The above-listed coverages must be provided on policies and on an ACORD certificate meeting the following conditions:

Each insurance company is financially rated A-VI or better by A.M. Best and licensed to do business in the Commonwealth of Massachusetts.

Each policy must contain a 30-day Notice of Cancellation or Non-Renewal provision.

The liability policies shall be primary and non-contributory for Named and Additional Insureds.

Copies of the additional insured endorsements shall be attached to the Certificates of Insurance.

Waiver of Subrogation shall apply to all policies in favor of the City, its departments, subdivisions, agents, officers, employees and officials, ATIMA.

The Management Firm must require and ensure that all contractors and subcontractors (if any) must carry the foregoing coverages, to include all the same terms, conditions and limits outlined in these requirements and as required of the Management Firm.

17. General Provisions

Except as otherwise provided in this Contract, the Management Firm shall have the exclusive right to operate, manage, and receive all income from the operation of the Golf Course, driving range, golf carts, pro-shop, bar, and restaurant, and all other revenues, however characterized, generated from operation of the Golf Course under this Contract.

In the conduct of the Golf Course and related operations, the Management Firm shall comply with all federal, state, and local laws and ordinances as the same are or may be applicable to the Golf Course or any facilities located thereon.

The Management Firm shall be solely responsible for the procuring and filing of all licenses required for the operation of the Golf Course, driving range, golf carts, pro-shop, bar, and restaurant, facilities. It shall coordinate with the City and provide City with relevant information required for preparation and filing of any permits, licenses, or other authorizations required by the New Bedford Conservation Commission or any other state, federal or local agency.

The Management Firm understands and agrees that in the performance of its obligations under this Contract, the Management Firm is at all times acting as an independent contractor, that persons employed by the Management Firm shall in no event be considered to be employees of the City, and that the Management Firm shall be responsible for the payment of wages (and the withholding of taxes in connection therewith) and for the provision of any and all employee benefits. The Management Firm shall obtain and pay for Workmen's Compensation insurance, with the provisions and amount of the policy conforming to applicable statutes, covering all employees of the Management Firm.

The Management Firm shall be in charge of public play on the Golf Course and shall be authorized to enforce applicable ordinances, rules, and regulations for use of the golf course.

It is understood and agreed between the parties that the services herein provided for are to be performed by the Management Firm and neither this Contract nor any services, rights or duties contained herein and provided hereunder may be assigned to any other person or party without the express written consent of the City.

City of New Bedford shall have the right to use the Golf Course for special City events, to be negotiated between the City and Management Firm. Special City events may include New Bedford High School and Greater New Bedford Regional Vocational Technical School and, regardless of the participants, shall be at no cost to the City of New Bedford.

The Management Firm shall comply with all requirements of The City of New Bedford Code of Ordinances, including recycling.

18. Liability and Indemnification Provisions

The Management Firm shall save the City 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 for damage resulting from neglect in or not removing snow and ice from the club house, the access road to the club house, or by any nuisance made or suffered on the Golf Course grounds, parking lot, restaurant, bar, outbuildings or elsewhere on the golf course premises.

The Management Firm shall indemnify and hold harmless the City, its agents, employees, attorneys, and representatives, however described or characterized from liability for any damage either to persons or property sustained by the Management Firm or by other persons due to the Golf Course or any part thereof or any appurtenances thereof being out of repair or due to the happening of any accident in or about the Golf Course or club house (hereafter jointly referred to as the "premises") or due to any act or neglect of any

person occurring on the premises or arising out of performance of the Management Firm's obligations under this Contract. This provision shall apply particularly (but not exclusively) to damage caused by water, snow, frost, steam, sewage, gas, sewer gas or odors or by the bursting or leaking of pipes, faucets and plumbing fixtures, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the causes specifically enumerated above or to some other cause of an entirely different kind. The Management Firm further agrees that all personal property upon the premises shall be at the risk of the Management Firm only, and that the City shall not be liable for any damages thereto or theft thereof.

In addition, the Management Firm agrees to defend with counsel approved by the City, save harmless and indemnify the City from all claims of liability for injury, loss, accident or damage to any person or property and from any claims, actions, proceedings, and expenses and costs in connection therewith (including, without limitation, reasonable counsel fees) arising from the omission, fault, willful act, negligence or other misconduct of the Management Firm and persons for whose conduct the Management Firm is legally responsible occurring on the premises or arising out of performance of the Management Firm's obligations under this Contract. In addition, the Management Firm agrees to defend with counsel approved by the City from any claims of liability for injury, loss, accident or damage to any person or property, and from any claims, actions, proceedings and expenses and costs in connection therewith (including, without limitation, reasonable counsel fees), arising from any use made or thing done or occurring on the premises which is not due solely to the omission, fault, willful act, negligence or other misconduct of the City or any persons for whose conduct the City is legally responsible.

19. Faithful Performance Bond

The Management Firm will, at or before the execution of this Contract, furnish to the City an acceptable corporate surety bond in the penal sum of Twenty Thousand (\$20,000.00) Dollars or equivalent security, as security for faithful performance and non-negligent performance of this Contract. The bond shall be in force at all times during the Contract. Should the Management Firm be unable to provide a corporate surety bond, it may substitute the bond with another form of security instrument that is satisfactory in amount and form to the City Solicitor.

20. Equal Opportunity in Hiring

The Management Firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and shall comply with all local, state and federal laws and regulations pertaining to non-discrimination and equal opportunity in the areas of employment, subcontracting and use of City facilities. The Management Firm shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Further, the Management Firm shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex or national origin.

21. Termination

In the event the Golf Course is not managed in a manner deemed by the City to be in accordance with this Contract or any of its terms or conditions, or in the event that the Consideration required in Paragraph 3 above is not paid when due, the City shall have the right at any time during said term to cancel this Contract

upon fifteen (15) days notice in writing to the Management Firm setting forth what has been deemed unsatisfactory by a breach of the Contract. In the event the Management Firm fails to cure the default complained of, or matters deemed unsatisfactory, within the time set forth in Paragraph 22 herein, termination of this Contract shall be automatically effective without further notice to the Management Firm. The City may then take possession of the Golf Course, and may take any such other actions and pursue any remedies as provided in law or equity. The Management Firm shall pay any costs and reasonable attorney's fees in connection with any such default. The City shall also be entitled to recoup any loss it suffers by reason of the Management Firm's default from the security provided in Paragraph 19.

The Management Firm shall peaceably and immediately give up and surrender to the City the premises and every part thereof at the termination of this Contract for any reason.

22. Default

Each of the following shall be deemed an event of default, for which this Contract may be terminated pursuant to the procedure set forth in the termination section above:

If the Management Firm shall default in the payment of fees or any other sums under this Contract.

If the Management Firm fails to keep in full force and effect all insurance policies required in Paragraph 16.

If the Management Firm fails to post the security required in Paragraph 19;

If the Management Firm fails to cure a material breach in the performance or observance of any other term, covenant or condition of this Contract within fifteen (15) days after notice thereof, or, if such breach is not capable of being completely cured or remedied within said fifteen (15) day period, if the Management Firm shall not have diligently commenced curing such default within such fifteen (15) day period and shall not thereafter with reasonable diligence and in good faith proceed to remedy or repair such default;

If the Management Firm abandons the premises, or fails to maintain the premises and to keep the premises open to the public for daily use for fifteen (15) days after notice thereof;

Fifteen (15) days after the filing of, execution or occurrence of: (a) a voluntary or involuntary petition in bankruptcy or for reorganization or for an arrangement by or against the Management Firm; (b) adjudication of the Management Firm as a bankrupt or insolvent or insolvency in any bankruptcy proceeding; (c) a petition or other proceeding by or against the Management Firm for, or in the appointment of, a trustee, receiver, guardian, server or liquidator of the Management Firm with respect to all or substantially all of its property; (d) a petition or other proceeding by or against the Management Firm for its dissolution or liquidation, or the taking of possession of the property of the Management Firm by any governmental authority in connection with dissolution or liquidation.

23. Non Waiver of Defaults

Waiver by the City of any breach by the Management Firm of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach the same or any other term, covenant or condition.

24. Force Majeure

Neither the City nor the Management Firm shall be deemed in breach of this Contract if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other circumstances not within its reasonable control.

25. Liens

The Management Firm shall keep the Golf Course and any improvements thereon free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by the Management Firm, his employees, agents and contractors, and the Management Firm agrees to reimburse the City for any attorney's fees incurred in defense of proceedings to enforce or foreclose such liens.

26. Taxes

Management Firm shall be responsible for paying, prior to delinquency, any and all taxes and assessments levied or assessed against the Golf Course in connection with the Golf Course and the Management Firm's operation thereof. The City of New Bedford charges a Personal Property Tax for all property owned by the Management company. This tax will cover golf cars, equipment, tables, chairs, etc. and is payable quarterly to the City.

27. Notices

Any notice required or permitted to be given under this Contract to either party shall be in writing and shall be sent by registered or certified mail, postage prepaid, or delivered by hand:

If intended for the City, addressed to:

With a copy to:

Executive Director
New Bedford Parks, Beaches, and Recreation
181 Hillman St., Bldg. 3
New Bedford, Massachusetts 02740

City Solicitor
New Bedford City Hall, Rm. 203
133 William St.
New Bedford, MA 02740

And

If intended for the Management Firm addressed to:

XXXXXXX
XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX

JOHNSON GOLF MANAGEMENT, INC.
DIVISIONAL STATEMENT OF REVENUES AND EXPENSES
FOR THE MANAGEMENT OPERATIONS OF THE WHALING CITY GOLF COURSE
YEAR ENDED SEPTEMBER 31, 2014

REVENUES	\$ 599,580
COST OF REVENUES:	
Direct Payroll	126,222
Payroll Taxes	22,266
Dues and Subscriptions	1,756
Equipment Rental	3,715
Gas, Oil and Grease	26,764
Operation Supplies	36,081
Pro Shop Purchases	4,191
Repairs and Maintenance	24,448
Restaurant Purchases	28,610
Subcontractor Expenses	25,649
Utilities	35,003
	<u>334,705</u>
GROSS PROFIT	264,875
GENERAL AND ADMINISTRATIVE EXPENSES:	
Salaries and Wages	65,260
Payroll Taxes	8,810
Bank and Credit Card Fees	7,070
Contributions	107
Insurance	23,846
Licenses and Permits	3,934
Office Expense	15,749
Professional Fees	
Taxes - Other	23,055
Telephone	1,981
Travel	1,810
Depreciation	12,136
	<u>163,758</u>
INCOME FROM OPERATIONS	101,117
INTEREST EXPENSE	<u>1,427</u>
INCOME BEFORE STATE INCOME TAXES	99,690
STATE INCOME TAXES	<u>114</u>
NET INCOME	<u>\$ 99,576</u>

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GENERAL AND ADMINISTRATIVE EXPENSES:	
Salaries and Wages	71,399
Payroll Taxes	10,282
Automobile Expenses	960
Advertising	956
Bank and Credit Card Fees	6,822
Contributions	674
Insurance	19,827
Licenses and Permits	4,085
Office Expense	8,905
Professional Fees	4,085
Taxes - Other	23,233
Telephone	2,219
Travel	1,440
Depreciation	26,369
	<u>181,256</u>
INCOME FROM OPERATIONS	(109,799)
INTEREST EXPENSE	<u>682</u>
INCOME BEFORE STATE INCOME TAXES	(110,481)
STATE INCOME TAXES	<u>2,822</u>
NET INCOME	\$ <u>(113,303)</u>

28. Entire Agreement

This Contract constitutes the entire agreement of the parties hereto and may not be altered, amended or modified except by an agreement in writing, signed by all parties hereto and specifically referring to this Contract.

IN WITNESS WHEREOF, the Parties hereby executed this Contract under seal as of the date first above written.

Title:	CITY Of NEW BEDFORD, MASSACHUSETTS
By: _____ Title:	By: Jonathan F. Mitchell Title: Mayor
CERTIFIED that funds are available	DEPT: Parks, Beaches, and Recreation
By: Robert Ekstrom Title: Auditor	By: Mary Rapoza Title: Director of Parks, Beaches, and Recreation
APPROVED as to Form and Legality	Chief Financial Office
By: Shannon Shreve Title: Associate City Solicitor	By: Ari Sky Title: Chief Financial Officer
Purchasing Department	New Bedford Park Board
By: Susan Bruce Title: Director of Purchasing	Peter Boswell Chairman

EXHIBIT II

NEW BEDFORD WHALING CITY GOLF COURSE

FINANCIAL STATEMENTS

**NEW BEDFORD
 WHALING CITY GOLF COURSE
 508-996-9393**

581 Hathaway Rd., New Bedford, MA 02458

RATES – 2017

Green Fees	Resident	Non Resident
Weekdays		
9 Holes Adult Walking	\$21	\$24
9 Holes Adult Riding	\$29	\$32
9 Holes Junior (under 18)	\$17	\$20
18 Holes Adult Walking	\$35	\$38
18 Holes Adult Riding	\$51	\$54
18 Holes Junior	\$29	\$32
Weekends & Holidays		
9 Holes Adult Walking	\$23	\$26
9 Holes Adult Riding	\$31	\$34
18 Holes Adult Walking	\$39	\$42
18 Holes Adult Riding	\$55	\$58

GOLF CART RENTAL *(Tax included, does not include \$5 key deposit)*

	9 Holes	18 Holes
Regular	\$16	\$32
Single Rider	\$11	\$22
Pull Cart	\$5	\$8
Club Rentals	\$10	\$18

**PLEASE NOTE: NO REFUNDS OR RAINCHECKS
 RESIDENTS MUST SHOW PROPER I.D.**

EXHIBIT III
MINIMUM TECHNICAL
SPECIFICATIONS
FOR GOLF COURSE MAINTENANCE

I. General Requirements.

The work includes maintenance of grass on **greens** (including **practice greens** and perimeter slopes), tees (including **practice tees**), fairways, roughs, sand traps, and maintenance of shrubs, trees, cart paths, and landscaping around clubhouse and throughout the entire 18-hole course.

II. Personnel Requirements.

In addition to the minimum staffing required set forth in paragraph 20 of RFP # 12-28, the Management Firm shall maintain a sufficient number of personnel at all times to accomplish, on schedule, all work under this contract.

III. Equipment, Materials, and Supplies

The Management Firm will furnish all labor, equipment, parts, chemicals, materials, and supplies needed to provide the maintenance specified in this Exhibit I, as well as the equipment more specifically identified in Exhibit II of this RFP.

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.

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

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

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

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

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

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

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

Fertilization - the greens fertilization program should be based on bi-annual spring and fall chemical soil analysis results to determine specific requirements. Only fertilizer specifically formulated for putting greens shall be applied.

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. Management Firm must apply winter mold fungicide/eradicator before January 1 of each season.

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.

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 and recycling 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 course where there is heavy traffic and where patterns are very concentrated, such as exist and entrance points of the cart paths, two or three supplemental core aerifications should be conducted annually during the growing season.

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

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 Management Firm within fourteen (14) days unless determined differently by the City

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

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

The irrigation pumps shall be serviced and maintained on a regular basis as provided in the manufacturer's maintenance manual, but not less than twice per year. The Management Firm will provide the City 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 \$2,500.00 contingency fund will be at the expense of the City. As of the beginning of the contract, there are 3 pumps, one of which is not functional and one of which was rebuilt in 2016. There are breaks in the irrigation system piping.

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 City.

Programs

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

Trash and Debris Removal

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

Damages

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

Other

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

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

Liquor License: Management Firm will be responsible for obtaining the liquor license from the previous owner at a price to be negotiated between previous owner and Management Firm. Management Firm shall at all times adhere to the laws, rules, and regulations applicable to a Massachusetts liquor license, the Massachusetts ABCC, and the New Bedford Licensing Board.

END OF SECTION

EXHIBIT IV

MAINTENANCE EQUIPMENT SUGGESTED TO BE AVAILABLE AT ALL TIMES

The following maintenance equipment, or equivalent, no older than 5 years, should be available at all times:

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

22. Two (2) Fertilizer Spreaders.
23. One (1) 3" Trash Pump.
24. Two (2) Spare fairway mower reels
25. Two (2) Spare greens mower reels
26. One (1) Trans Pro 100 Utility Trailer, or equal
27. One (1) Toro 1000 Hand Tee Mower
28. One (1) Set of Greens rollers for Triplex or equal

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

30. **NOTE: NO EQUIPMENT OR VEHICLES OTHER THAN THAT REQUIRED FOR ON-SITE USE AT NEW BEDFORD WHALING CITY GOLF COURSE MAY BE STORED ON THE PREMISES.**

31. **Available equipment will be considered as part of the technical evaluation under "Quality of Management Firm's Plan of Operations."**

EXHIBIT V

CLUBHOUSE ON-SITE RESTAURANT EQUIPMENT

(Subject to purchase by Management Firm from Previous Manager)

- Pizza Oven
- Gas burner stove
- Two fryolators
- Gas grill
- Ice Machine
- Three bar/beer coolers
- draft kegerator with three taps
- Microwave
- heavy duty storage shelving (three)
- 50" flat screen tv with wall mount
- 20" flat Screen tv in Pro shop
- Tables
- Chairs
- Bar stools

Attachment - A
New Bedford Whaling City Golf Course
Price Bid Proposal

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

RFP 18650498 Price Proposal - Golf Course Operation
Services

Name of Firm or Individual Submitting Bid:

Address:

Telephone:

Above Bidder Proposes to pay to the City of New Bedford annually as described in the Contract the sum of

_____ per year, payable quarterly.

Signature of Bidder: _____

Name of Bidder: _____

Address of Bidder: _____

City / State / Zip: _____

Telephone / Fax / E-mail: _____

Attachment B
New Bedford Whaling City Golf Course
Technical Proposal

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

Proposer acknowledges Addendum(a) _____, _____, _____, _____

Signature of Bidder: _____

Name of Bidder: _____

Address of Bidder: _____

City / State / Zip: _____

Telephone / Fax / E-mail: _____

A. TECHNICAL PROPOSAL - MINIMUM CRITERIA

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

1. Two (2) years' experience or its equivalent, by the Management Firm, or its principal, managing a regulation 18-hole public golf course.

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

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

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

3. Two(2) years' experience or its equivalent, by the individual who will be the full time on-site manager of the Whaling City Golf Course in managing a regulation 18-hole public golf course.

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

4. Two (2) years' experience or its equivalent, at a regulation 18-hole public golf course by the individual who will be the full time on-site Pro Shop Manager of the Whaling City Golf Course.

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

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

Identify Golf Professional and Describe Experience & PGA Certification.

6. Two years' experience or its equivalent, by the individual who will be the full-time on-site Course Superintendent in managing the greens keeping duties of a regulation 18-hole public golf course. Such Superintendent must be a GCSAA Class A superintendent, who has successfully completed two (2) years of an accredited agronomy school, or equivalent.

7. Can you provide the required performance bond?

_____yes _____no

If provided by bond, identify surety: _____

8. Can you provide the required insurance? _____yes _____no

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

_____yes _____no

B. TECHNICAL PROPOSAL - COMPARATIVE EVALUATION CRITERIA AND STANDARDS

Proposers must submit responses to the following evaluative criteria. The responses should clearly identify which evaluative criteria are being addressed. Please use additional pages as necessary to complete your proposal.

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

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

1. The ability of Management Firm's principal(s) to manage, maintain and operate a first-class 18-hole public golf course. As used in this criteria, the term "first-class" shall mean a golf course of at least the equivalent or-better quality as the New Bedford Whaling City Golf Course.
2. Experience and qualifications of Management Firm's key staff.
3. Credit and other references.
4. Management Firm's plan to provide additional incentives to increase the percentage of play by New Bedford residents, by juniors and to increase community spirit and public awareness of the Course as a community resource.
5. Quality of Management Firm's Plan of Operations.
6. Accountability of Revenues. The Management Firm shall submit a detailed description of the method to be used to ensure the accountability for all revenues generated at the golf course.

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Automobile Expenses	960
Advertising	956
Bank and Credit Card Fees	6,822
Contributions	674
Insurance	19,827
Licenses and Permits	4,085
Office Expense	8,905
Professional Fees	4,085
Taxes - Other	23,233
Telephone	2,219
Travel	1,440
Depreciation	26,369
	<u>181,256</u>
INCOME FROM OPERATIONS	(109,799)
INTEREST EXPENSE	682
INCOME BEFORE STATE INCOME TAXES	(110,481)
STATE INCOME TAXES	2,822
NET INCOME	<u>\$ (113,303)</u>

