

Morris County Park Commission

Request for Proposal

Golf Course Management and Operation Services
For

Flanders Valley
Golf Course



Flanders Valley G.C.

Pinch Brook Golf
Course



Pinch Brook G.C.

Sunset Valley Golf
Course



Sunset Valley G.C.

*enjoy the
experience*

morris county park commission

RFP Available Date: 11/06/13

Recommended Pre-Proposal Submission Conference:

11/15/13, 9:00 am, Flanders Valley Golf Course Clubhouse

11/15/13, 12:00 pm, Sunset Valley Golf Course Clubhouse

11/15/13, 2:30 pm, Pinch Brook Golf Course Clubhouse

Proposal Due Date: 12/12/13, 12:00 pm, Park Headquarters

REQUEST FOR PROPOSAL

GOLF COURSE MANAGEMENT AND OPERATIONS SERVICES

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REQUEST FOR PROPOSAL
GOLF COURSE MANAGEMENT AND OPERATIONS SERVICES
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- B. Aerial Map of Golf Course Property to be Managed under Agreement
- C. Survey of Golf Course Property
- D. Profit & Loss Statement (2009 through 2012)
- E. Rounds By Month (2009 through 2012)
- F. Registrations By Type of Player (2009 through 2012)
- G. Building Floor Plans (Clubhouse, Maintenance Building, & Pump Station)

Pinch Brook Golf Course

- A. Aerial Map of Golf Course Property
- B. Aerial Map of Golf Course Property to be Managed under Agreement
- C. Survey of Golf Course Property
- D. Profit & Loss Statement (2009 through 2012)
- E. Rounds By Month (2009 through 2012)
- F. Registrations By Type of Player (2009 through 2012)
- G. Building Floor Plans (Clubhouse, Maintenance Building, & Pump Station)

Sunset Valley Golf Course

- A. Aerial Map of Golf Course Property
- B. Aerial Map of Golf Course Property to be Managed under Agreement
- C. Survey of Golf Course Property
- D. Profit & Loss Statement (2009 through 2012)
- E. Rounds By Month (2009 through 2012)
- F. Registrations By Type of Player (2009 through 2012)
- G. Building Floor Plans (Clubhouse, Maintenance Building, & Pump Station)

**NOTICE TO BIDDERS REQUEST FOR PROPOSALS
GOLF COURSE MANAGEMENT AND OPERATIONS SERVICES
MORRIS COUNTY PARK COMMISSION
NEW JERSEY**

Public Notice is hereby given that the Morris County Park Commission (MCPC) is seeking proposals from qualified individuals and firms for providing Recreational Services for golf course operations/management services for the Flanders Valley Golf Course (FVGC) located in the Township of Mount Olive & Roxbury, Morris County, New Jersey; Pinch Brook Golf Course (PBGC) located in Townships of Florham Park & East Hanover, Morris County, New Jersey; and Sunset Valley Golf Course (SVGC) located in Pequannock Township & Kinnelon Borough, Morris County, New Jersey. The intent of this Request For Proposal (RFP) is to select a Golf Management firm (Firm) to operate, maintain and market the Morris County Park Commission's Flanders Valley, Pinch Brook, and Sunset Valley Golf Courses. The term of the contract shall be for three (3) years and shall provide for the potential to extend the contract for an additional two (2) years.

Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.1, et seq. Firms are required to comply with requirements of PL 1975 Chapter: 127. (N.J.A.C. 17:27).

A recommended Pre-Proposal Conference will be held at the Flanders Valley, Pinch Brook, and Sunset Valley Golf Shops on Friday, November 15, 2013 beginning at 9:00 a.m. at Flanders Valley Golf Shop.

Sealed proposals (seven (7) bound and one (1) unbound copy) will be received by the Morris County Park Commission not later than Thursday, December 12, 2013, by 12:00 p.m., prevailing time, at the Morris County Park Commission, Administration Building, Frelinghuysen Arboretum, 353 East Hanover Avenue, Morristown, New Jersey 07962-1295.

Proposals (seven (7) bound and one (1) unbound copy) will be received by mail or delivery service on the proposal forms provided in the manner designated herein up until the date and time indicated above. Each proposal shall be enclosed in a separate sealed envelope and clearly marked on the outside of the envelope "Sealed Proposals Golf Management Services", "Response Enclosed" with the name and address of the Bidder and addressed as follows: Morris County Park Commission; P.O. Box 1295; 353 East Hanover Avenue; Morristown, New Jersey 07962-1295; Attn: Peggy Marcketta; Purchasing Agent Manager. In the case of a proposal being submitted by mail, the mailed proposal shall be placed in a sealed envelope with the aforesaid language on it, and that envelope containing the proposal is to be placed in a mailing envelope. The outside of the mailing envelope shall contain the same aforesaid language. The Morris County Park Commission will not be responsible for packages not arriving at the time and place designated, irrespective of the date and time the package was mailed, posted or left with a delivery service. The Firm assumes any and all risk of late delivery of its Proposal. Proposals not received on time will be returned to the Firm unopened.

Request for Proposal Documents may be obtained on or after November 6, 2013 at the Morris County Park Commission, Administration Building, Frelinghuysen Arboretum, 353 East Hanover Avenue, Morris Township, New Jersey 07962-1295, during regular business hours (8:30 a.m. - 4:30 p.m.). The above information will also be accessible from the Morris County Park Commission's website at www.morrisparks.net under the Public Bids/Vendor Registration link.

Peggy Marcketta, Purchasing Agent Manager of the Morris County Park Commission

INSTRUCTIONS TO FIRMS

1. INVITATION TO SUBMIT PROPOSAL

A. Proposals for a contract, as listed in the Notice to Firms and as hereinafter described, will be received for the performance of the Services. The Proposals shall cover all cost of any nature, incident to and growing out of the work. In explanation but not in limitation thereof, these costs shall include the cost of all work, labor, materials, equipment, transportation and cost of everything necessary to perform and provide the Services in the manner and within the time required.

B. Before submitting a Proposal, the Firm shall become familiar with the Management and Operation Specifications, the golf course plans, drawings, and other documents that will form the contract. The Firm shall visit the golf course and facilities and make such examination thereof as may be necessary to determine the character and amount of work involved. It shall also determine that it can secure the necessary labor and equipment and that the materials it proposes to use that will comply with the requirements specified therefore and can be obtained by it in the quantities and at the time required.

C. The Morris County Park Commission reserves the right to accept or reject any or all Proposals.

D. The Proposal Documents include the Proposal Requirements and the proposed Contract Documents. The Proposal Requirements consist of the Advertisement for Firms, the Instructions to Firms, the Proposal form and any other sample proposal and contract forms included or referenced in the Management and Operations Specifications. The proposed Contract Documents consist of the form of Agreement between the Morris County Park Commission and the Management Company, Management and Operations, Specifications and all Addenda issued during the Proposal period.

Proposal Documents may be examined and obtained at the Morris County Park Commission Administration Building, Frelinghuysen Arboretum, 353 East Hanover Avenue, Morristown, New Jersey 07962-1295.

E. Golf Course plans, drawings and specifications may be examined at the Morris County Park Commission Headquarters, 353 East Hanover Avenue, Morristown, New Jersey 07962-1295.

F. A recommended Pre-Proposal Conference will be held at the Flanders Valley, Pinch Brook, and Sunset Valley Golf Shops on Friday, November 15, 2013 beginning at 9:00 a.m. at Flanders Valley Golf Shop.

The purpose of the recommended Pre-Proposal Conference is to provide a structured and formal opportunity for the Park Commission to accept questions from bidders regarding this RFP. The meeting will also provide Firms with an opportunity to view the Golf Course properties.

G. Proposals may not be modified after submittal. Firms may withdraw their proposals at any time prior to the opening of the proposals, by written request to the Park Commission Purchasing Agent Manager, received prior to the time designated for opening of the proposals. No proposal may be withdrawn within sixty (60) days after proposal opening.

INSTRUCTIONS TO FIRMS - Continued

2. OBLIGATION OF FIRM

A. At the time of the opening of Proposals, each Firm will be responsible for having inspected the golf courses and facilities and to have read and to be thoroughly familiar with the Proposals Documents, golf courses and other Contract Documents, including all Addenda. The failure or omission of any Firm to receive or examine any form, instrument, or document to visit the golf course site and acquaint itself with conditions there existing, shall not relieve any Firm from any obligation with respect to its Proposal.

3. QUALIFICATION OF FIRMS

A. The Morris County Park Commission as specified in the agreement may make investigations as it deems necessary to determine the responsibility and qualifications of the Firm and the ability of the Firm to perform the services. The Firm shall furnish to the Park Commission all such information and data for this purpose. The Park Commission reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Firm fails to satisfy the Park Commission that the Firm is properly qualified to carry out the obligations of the Contract and to perform services contemplated therein.

4. INTERPRETATIONS AND ADDENDA

A. The Firm shall carefully examine the Proposal Documents, the Golf Course sites, the Golf Course Documents and local conditions and shall report by Friday, November 22, 2013 at 12:00 p.m., to the Purchasing Agent Manager in writing any errors, inconsistencies and ambiguities discovered.

B. Firms shall not contact Park Commission Golf Staff directly or any other Park Commission staff directly, in person or by telephone, concerning this RFP.

C. No oral interpretations will be made to any Firms as to the meaning of the Proposal documents, drawings and specifications. Every request for such an interpretation shall be made in writing and addressed and forwarded no later than Friday, November 22, 2013 at 12:00 p.m. to the

**Morris County Commission
Purchasing Agent Manager Peggy Marcketta
pmarcketta@morrisparks.net
353 East Hanover Avenue
Morris Township, NJ 07962-1295**

No consideration will be given to inquiries received after 12:00 p.m., Friday, November 22, 2013. Every interpretation made to a Firm will be in the form of an Addendum, which, when issued, will be sent as promptly as is practicable to all persons to whom the specifications have been issued. If a response to a submitted question is not issued in an Addendum, Firms shall assume that no change to the Proposal Documents is considered necessary or desirable in response to the question.

D. Written questions should be directly related to the RFP. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number, section and section number to which it relates.

E. During the Proposal period, the Purchasing Agent Manager may furnish Addenda, for additions to or alterations of the specifications, which shall be included in the services covered by the Firms. It shall be the responsibility of the Firm to ascertain that it has received all Addenda issued, prior to submitting its Proposal.

INSTRUCTIONS TO FIRMS - Continued

- F. All issued Addenda shall become part of the Proposal Documents.
- G. Addenda will be sent by certified mail, certified facsimile transmission, or by a delivery service that provides certificate of delivery to the sender not later than seven (7) days (Saturdays, Sundays and holidays excepted) before Proposal opening, to all Firms who have obtained Proposal Documents from the Morris County Park Commission prior to the date of the last Addendum and to any Firm who has submitted a Proposal prior to the date of the last Addendum.
- (i) Addenda will be available for examination at the location indicated in 1. E above.
 - (ii) Firms shall verify what Addenda have been issued during the period up until (6) days (Saturdays, Sundays and holidays excepted) before Proposal opening, examine all of these Addenda and reflect all of these Addenda in their Proposals.
 - (iii) All Addenda issued, whether or not received or examined by the Firm, are part of the Proposal Documents, and will be part of the Proposal Documents, as though originally incorporated in the Specifications. Failure of the Firm to receive or examine any Addendum shall not relieve the Firm from any of the requirements of the Proposal Documents.

5. PREPARATION OF PROPOSALS

- A. Enclose Proposals in a sealed envelope, identified on the outside with name and address of Firm and the name of project.
- B. Proposals shall be submitted on the form of proposal furnished by the Morris County Park Commission, properly filled out and duly executed. Proposal Forms shall not be altered or added to in any way. Prices shall be filled in, in ink or typewritten, in both words and figures. In case of discrepancy, the amount described in words shall govern. All blank spaces in the Proposal Form must be filled out or completed by the Firm.
- C. When the Proposal is made by an individual, his address shall be stated and he shall sign the Proposal. When made by a firm or partnership, its name and office address shall be stated and the proposal shall be signed by one or more of the partners. When made by a corporation, its name and principal office address shall be stated, and the Proposal shall be signed by an authorized official of the Corporation.
- D. Unit prices for various portions of work or Contracts shall be included in each Proposal for the work as stated in other sections of the Specifications.
- E. Proposals not based on the Proposal Documents (including all Addenda issued), Proposals containing a qualification or exception to the requirements of the Proposal Documents, conditional or uninvited alternative Proposals, Proposals that are not complete or properly signed or submitted in accordance with the requirements of the Proposal documents and Proposals containing an alteration of a form or irregularity of any kind may be rejected.

INSTRUCTIONS TO FIRMS - Continued

F. Proposal security shall be made payable to the Morris County Park Commission in the amount of \$1,000.00. Securities shall be certified check, cashier's check or Proposal Bond (Document issued) by a surety licensed Company to conduct business in New Jersey.

(i) The successful Firm's proposal security will be retained until the Firm has signed the Contract and furnished the required proof of insurance.

(ii) The Park Commission reserves the right to retain the Firm securities of the three lowest Firms until three (3) days (Sundays and holidays excepted) after the awarding and signing of the Contract with the successful Firm or until (60) days after the Firm opening, whichever occurs first.

(iii) If a Firm fails to enter into a Contract and furnish the required proof of insurance within thirty (30) days after it has received notice of acceptance of its Proposal, the Park Commission will retain that Firm's proposal security as liquidated damages, not as a penalty.

6. POWER OF ATTORNEY

A. Attorneys in fact who sign any Bonds shall provide with each bond, a certified and effectively dated copy of their power of attorney.

7. FORM OF AGREEMENT

A. The form of agreement between the Park Commission and the Golf Course Management Company shall be the Form of Contract-SCHEDULE O included in the Request for Proposals.

B. The Contract Documents consist of the Form of Agreement between the Park Commission and the Management Company, Request for Proposals, Proposal Documents, Specifications and all Addenda issued during the Proposal Period, along with the Golf Course Plans, Specifications and Drawings.

8. AWARD OF CONTRACT

A. The Park Commission will award a contract or reject all Proposals within sixty (60) days unless otherwise agreed by the parties.

B. Award, if made, will be to the Management Firm which the Park Commission, in its sole discretion, deems to best meet the requirements and needs of the Commission. The selection process shall be based on an evaluation and ranking of technical, management and cost-related criteria pursuant to N.J.S.A. 40A:11-4.4. The Commission at the time Proposals are due, and prior to opening the Proposals, will disclose the weighting of the evaluation criteria for evaluating the Proposals.

C. The Commission reserves the right to interview Firms of its choice, after Proposals are received and opened, but prior to the Commission's completion of the evaluation of the Proposals.

D. Award made to a Firm not a resident of the State of New Jersey is conditioned upon Firm designating a proper agent in the State on whom service can be made in the event of litigation.

E. If the successful Firm is a corporation not organized under the laws of New Jersey, the award of the Contract and payment of consideration thereunder shall be conditioned upon the corporation promptly filing a certificate of doing business in the State of New Jersey pursuant to N.J.S.A. 14A:13-2, providing the Commission with proof of same, and complying with the provisions of N.J.S.A. 14A:13-4.

INSTRUCTIONS TO FIRMS - Continued

F. The Park Commission may consider as informal any proposal not prepared and submitted in accordance with the provisions of all the bid documents. It may waive any minor informalities in proposals. The Park Commission reserves the right to reject any and all proposals.

G. The Firm awarded the Contract for the Management and Operations Services will be required to comply with:

(i) New Jersey "Law Against Discrimination," N.J.S.A. 10:5-1 et seq. Firms are required to comply with the requirements of N.J.P.L. 1975, c. 127.

(ii) Foreign product limitations, in accordance with N.J.S.A. 40A:11-18

H. By the submission of a bid or quote in this matter, bidder or quoter agrees (a) that the law of the State of New Jersey shall be the operative law in this bid or quote and in any subsequent contract or related matters; and (b) that the bidder or quoter submits to the jurisdiction of the courts of the State of New Jersey as to any claims or disputes arising out of this bid or quote or any subsequent contract based on this bid or quote. This provision shall govern in spite of language to the contrary in any submitted bid or quote, supporting documentation or contract language submitted with or subsequent to the bid or quote.

9. TIME

A. In submitting a Proposal, the Firm agrees, if awarded the Contract, to perform all work within the "Services to be performed by the Management Company", set forth in Section "D." The Firm also represents that it has fully familiarized itself with the proposed Contract documents and that it agrees it is entirely feasible to perform all of the services within those time limits.

10. CONTRACT

A. As indicated in the Notice for Firms, it is intended to receive sealed Proposals and to award a single contract for all Golf Course Management and Operating functions for the Morris County Park Commission for Flanders Valley, Pinch Brook, and Sunset Valley Golf Course.

11. LISTING OF STOCKHOLDERS OR PARTNERS

A. Pursuant to P.L. 1977, chapter 33, effective March 8, 1977, prior to the receipt of the Proposal, or accompanying the Proposal, all corporate or partnership Firms shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock, of any class or of all individual partners in the partnership who own ten percent (10%) or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding ten percent (10%) or more of that corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the ten percent (10%) ownership criteria established in this act, has been listed.

B. Any Firm whose stockholders or partners own less than ten percent (10%) of the stock shall certify such fact to the Park Commission as a condition of the Proposal.

INSTRUCTIONS TO FIRMS - Continued

12. NON-COLLUSION AFFIDAVIT

A. Pursuant to N.J.S.A. 52:34-15, Firm shall submit with its Proposal, a Non-Collusion Affidavit on the form as provided herein.

13. BUSINESS REGISTRATION CERTIFICATE

A. It is requested that all bidders and subcontractors submit with their bid a copy of the New Jersey Business Registration Certificate (BRC) issued by the New Jersey Department of Treasury/Division of Revenue. Information on obtaining a Business Registration Certificate is available at:

<http://www.state.nj.us/treasury/revenue/busregcert.htm> or by phone at 609-292-1730. **Bidders and Subcontractors must be registered and possess a Business Registration Certificate before the award of contract.** After bid proposals are received and prior to award of contract, the successful contractor(s) must submit a copy of their Business Registration Certificate along with those of all listed subcontractors if Certificate is not submitted with the bid. **Failure to possess a Business Registration Certificate at the time of award shall render the bid null and void and unresponsive. Such a bid will not be considered.**

14. AFFIRMATIVE ACTION

Pursuant to N.J.S.A. 10:5-31 et seq. and PL 1975 Chapter 127 (N.J.A.C. 17:27), the successful bidder is required to submit the appropriate Affirmative Action evidence as set forth on Pages 9 and 9 of the Affirmative Action Requirements and Page 19 of the Affirmative Action Assurance Form. Affirmative Action evidence must be submitted within seven (7) days after receipt of the notification of award and receipt of contract.

15. HOLD HARMLESS AND INDEMNIFICATION

The successful bidder shall agree to save harmless and indemnify the Morris County Park Commission, its commissioners, officers, employees, agents and servants, and the County of Morris, their employees, agents, and servants, and the New Jersey Department of Environmental Protection against any claim of any person based on personal injuries or death or property damage.

16. CHALLENGES

Any prospective bidder who wishes to challenge a bid specification shall file such challenge in writing with the contracting agent no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract.

17. GENERAL RESERVATIONS

Proposals may be rejected for reasons which include, but are not limited to, the following:

- A. Proposals received after the submittal deadline specified herein will not be reviewed or considered.
- B. Proposals not meeting the mandatory minimum qualifications.
- C. Proposals not signed by an authorized representative of the Firm.
- D. Proposals containing false, misleading, or inaccurate statements or references.
- E. Proposals which do not respond completely or does not offer to provide all services required by the Proposal.
- F. Failure to submit mandatory provisions with the Proposal.

AFFIRMATIVE ACTION REQUIREMENTS

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

- A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- B. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- C. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

AFFIRMATIVE ACTION REQUIREMENTS - Continued

- E. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
- F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- G. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- H. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- I. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
- Letter of Federal Affirmative Action Plan Approval
 - Certificate of Employee Information Report
 - Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)
- J. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

(REVISED 4/10)

INSURANCE AND INDEMNITY REQUIREMENTS

I. Protection of Persons and Property

The Contractor shall protect all materials and equipment for which he is responsible, which is stored at the project site for incorporation in the work, or which has been incorporated into the work. He shall replace all materials and equipment which may be lost, stolen or damaged at his expense, whether or not such materials or equipment have entirely or partially been paid for by the County.

II. Insurance

a) The Contractor, prior to commencing work, shall provide at his own cost and expense, the following insurance to the County of Morris with insurance companies licensed in the State of New Jersey, which insurance shall be evidenced by Certificates and/or policies as determined by the County of Morris. Each Certificate or policy shall require that a thirty-day (30) notice shall be given to the Purchasing Agent of the County of Morris by registered mail, return receipt requested, if any policy or any individual coverage is altered or cancelled, and for all of the following stated insurance policies. All such notices shall name the Contractor and identify the contract and project number if applicable. Certificates of Insurance shall be delivered to the Purchasing Agent of the County of Morris, prior to the commencement of the project. All Certificates of Insurance shall state that the "County of Morris and New Jersey Department of Environmental Protection are additional insured" for this contract.

b) Worker's Compensation and Employer's Liability Insurance

The Contractor shall provide proof of Worker's Compensation Insurance and be in compliance with the Compensation Law of the State of New Jersey. In the event any work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. Employer's Liability: Limit of liability shall be a minimum of \$500,000.

c) General Liability

The Contractor shall provide Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$2,000,000 aggregate for bodily injury and property damage. A "claims made" policy is not acceptable. This insurance shall indicate on the Certificate of Insurance the following coverages.

- | | |
|--|--------------------------------------|
| 1. Premises | 4. Products and Completed Operations |
| 2. Operations | 5. Broad Form Contractual |
| 3. Use of Independent Contractors and Subcontractors | 6. Broad Form Property Endorsement |
| | 7. Fire Legal Liability, \$100,000 |

The insurance required under this section shall protect the Contractor and his Subcontractor(s), respectively, against damage claims which may arise from operations under this contract whether such operations are by the Insured or by anyone directly or indirectly employed by the Contractor and also against any of the special hazards which may be encountered in the performance of this contract. When such special hazards are encountered, the above coverage shall be provided with the elimination of the XCU exclusion from the policy or otherwise submit proof that XCU is covered.

d) Automobile Liability (if transit to any Morris County office location is required)

Automobile liability insurance, with a combined single limit of liability per occurrence of \$1,000,000 for bodily injury, property damage.

This insurance shall include bodily injury and property damage with the following coverage.

- | | |
|---------------------|-------------------------|
| • Owned Automobiles | • Non-owned Automobiles |
| • Hired Automobiles | |

INSURANCE AND INDEMNITY REQUIREMENTS - Continued

Additional Insurance Requirements for Management Firm's use of Park Commission Vehicles

- Non-owned automobile liability coverage; symbol 9 in the liability section and that their policy is primary to the Morris County Park Commission and County of Morris' automobile liability insurance coverage
- Non-owned physical damage coverage; symbol 9 in the physical damage section and that their policy is primary to the Morris County Park Commission and County of Morris' automobile liability insurance coverage
- Please see SCHEDULE E for policy and procedures regarding use of Park Commission Vehicles

e) Additional Insurance Requirements

All policies and Certificates of Insurance shall be approved by the County of Morris, Division of Risk Management prior to the inception of any work and shall contain the following:

- Insurers shall have no right of recovery or subrogation against the County of Morris, including its Agents and Agencies, it being the intention of the parties that the insurance policies so affected shall protect the parties and be primary coverage for any and all losses covered by the above described insurance.
- The insurance companies issuing the policy or policies shall have no recourse against the County of Morris including their Agents and Agencies as aforesaid for payment of any premiums or for assessments under any form of policy.
- The Contractor shall assume all responsibility for loss or damage to Contractor's materials, equipment and machinery involved under the contract.
- The Contractor shall assume all responsibility to save the County of Morris harmless from any loss or damage to all materials, equipment and machinery involved under this contract
- All Certificates of Insurance shall state that the County of Morris is carried as "an additional insured" for the purposes of the contract, and shall include Form CG 20100704 attached or its equivalent as determined solely by the Morris County Risk Manager.

f) Liquor Law Liability

The Contractor shall provide a copy of a certificate verifying coverage of liquor liability insurance applicable to services to be rendered under this agreement with limits of \$1,000,000.00.

g) Indemnification

The Contractor/Vendor shall indemnify and hold harmless the Morris County Park Commission, its commissioners, officers, employees, agents and servants, and the County of Morris, their employees, agents, and servants, and the New Jersey Department of Environmental Protection, their employees, agents, and servants, from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorneys' fees or other expenses or liabilities including the investigation and defense of any claims), arising out of or resulting from the performance of the Contractor/Vendor's work or the completed operations provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property including the loss of the use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor/Vendor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable (including a claim by an employee of the Contractor/Vendor) regardless of whether it is caused in part by a party indemnified hereunder.

INSURANCE AND INDEMNITY REQUIREMENTS – Continued

In any and all claims against the Morris County Park Commission, its commissioners, officers, employees, agents and servants, and the County of Morris, their employees, agents and servants, and the New Jersey Department of Environmental Protection, their employees, agents, and servants by any employees of the Contractor/Vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor/Vendor under worker's compensation acts, disability benefit acts or other employee benefit acts.

INSURANCE AND INDEMNITY REQUIREMENTS – Continued

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20100704

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Name of Additional Insured Person (s) Or Organization (s):	Locations of Covered Operations
<small>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</small>	

A. Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insured's, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another Contractor or Subcontractor engaged in performing operations for a principal as a part of the same project.

PROPOSAL FORM

**FOR GOLF COURSE MANAGEMENT AND OPERATIONS SERVICES FOR THE
MORRIS COUNTY PARK COMMISSION
MORRISTOWN, NEW JERSEY**

TO: Morris County Park Commission
Purchasing Agent
353 East Hanover Avenue
Morris Township, NJ 07962-1295

1. Pursuant to and in compliance with your Notice to Firms, the instruction to Firms and the other Firm Documents, the undersigned offers to provide all golf course management and operation services, and items necessary or proper for, or incidental to, or required by the proposed Contract Documents for the services indicated below, for the above-referenced Facility, including all Addenda issued during the bidding period whether or not received or examined by the undersigned.

(FIRM'S NAME)

Signature

Print Name

Title

Date

proposes to perform all of the golf course management and operation services indicated in the Specifications and Proposal Contract Documents for the total sum (Base Proposal)

For purposes of this RFP and the Operating Agreement, gross revenue is defined to include all sales at the gross selling price of merchandise and items of every product sold in, upon, or through the Golf Course Property by the Operator, or any other person, firm, or corporation, including, but not limited to, all revenues and sales related to the operation of the Golf Course Property and gross charges for all services to customers or patrons, including, but not limited to, greens fees, registrations, and equipment rentals, performed by the Operator or any other person, firm, or corporation in, upon, or through any part of the Golf Course Property, and shall include sales and charges for cash and credit, regardless of whether or not the same is collected or uncollected, less all proper credits for allowances, or discounts, as well as any sales taxes collected by the Operator and remitted to taxing authorities with respect to each Term Year as provided in the Operating Agreement. Gross revenue shall include the value of any gift certificates sold and outing contract deposits received, by the Morris County Park Commission prior to the Effective Date, but redeemed after the Effective Date at the Flanders Valley, Pinch Brook, and Sunset Valley Golf Course.

In submitting this Proposal, it is understood by the bidder that the right is reserved by the Morris County Park Commission to reject the Proposal.

Enclosed in this Proposal is an affidavit in proof that the bidder has not entered into collusion with other persons or entities in respect to this Proposal or other Proposals for the Contract for which this Proposal is submitted.

PROPOSAL FORM - Continued

The Firm understands that it is required to also comply with the requirements of P.L.1975, c. 127 (N.J.A.C. 17:27).

As indicated in the Instructions to Firm, the following enclosures must be included in the Proposal, and the absence of any of them shall be judged by the Morris County Park Commission to make the Proposal incomplete and non-responsive. The Firm shall check off each item below to confirm its enclosure in this Proposal.

- ____ a. Proposal Security in the form of a certified check, cashier's check, cashier's check or bond in the amount of \$1,000.00.
- ____ b. Non-Collusion Affidavit
- ____ c. Affirmative Action Assurance Form
- ____ d. Disclosure Statement setting forth names and addresses of stockholders or partners who held ten percent (10%) or greater interest in any corporation or partnership bidding on the Contract, in accordance with N.J.S.A. 52:25-24.2.
- ____ e. A letter from the Firm's Insurance Company stating that if the Firm is awarded the contract, the Insurance Company will, within ten (10) days of award, furnish the Firm with a policy or policies of insurance of the types and in the amounts required by of the Request for Proposals.
- ____ f. New Jersey Business Registration Certificate issued by the New Jersey Department of Treasury/Division of Revenue, as required by N.J.S.A. 52:32-44. It is requested that all bidders and subcontractors submit with their bid a copy of the New Jersey Business Registration Certificate (BRC) issued by the New Jersey Department of Treasury/Division of Revenue. Information on obtaining a Business Registration Certificate is available at:<http://www.state.nj.us/treasury/revenue/busregcert.htm> or by phone at 609-292-1730. Bidders and Subcontractors must be registered and possess a Business Registration Certificate before the award of contract. After bid proposals are received and prior to award of contract, the successful contractor(s) must submit a copy of their Business Registration Certificate along with those of all listed subcontractors if Certificate is not submitted with the bid. Failure to possess and submit a Business Registration Certificate at the time of award shall render the bid null and void and unresponsive. Such a bid will not be considered.
- ____ g. IRS W-9 Form

Morris County Park Commission
Proposal Form for Course Management and Operation Services for
Flanders Valley Golf Course

<u>Flanders Valley Golf Course</u>		<u>Monthly Amount</u>	<u>Annual Amount</u>	<u>Total Amount in Words</u>
Year 1	Management Fee	x 12 = \$		Dollars _____ cents
	Anticipated Operating Expense Budget (Excluding Management Fee)	x 12 = \$		Dollars _____ cents
Year 2	Management Fee	x 12 = \$		Dollars _____ cents
	Anticipated Operating Expense Budget (Excluding Management Fee)	x 12 = \$		Dollars _____ cents
Year 3	Management Fee	x 12 = \$		Dollars _____ cents
	Anticipated Operating Expense Budget (Excluding Management Fee)	x 12 = \$		Dollars _____ cents
Total Years 1 - 3	Management Fee (Years 1 through 3)	x 12 = \$		Dollars _____ cents
	Anticipated Operating Expense Budget (Excluding Management Fee) (Years 1 through 3)	x 12 = \$		Dollars _____ cents
<u>Management Fee for Contract Extension</u>				
Year 4	Management Fee	x 12 = \$		Dollars _____ cents
	Anticipated Operating Expense Budget (Excluding Management Fee)	x 12 = \$		Dollars _____ cents
Year 5	Management Fee	x 12 = \$		Dollars _____ cents
	Anticipated Operating Expense Budget (Excluding Management Fee)	x 12 = \$		Dollars _____ cents
<u>Pro Shop and Food & Beverage Rent</u>				
	Year 1 (Minimum \$1,600.00 per month)	x 12 = \$		Dollars _____ cents
	Year 2 (Minimum \$1,600.00 per month)	x 12 = \$		Dollars _____ cents
	Year 3 (Minimum \$1,600.00 per month)	x 12 = \$		Dollars _____ cents
<u>Pro Shop and Food & Beverage Rent For Contract Extension</u>				
	Year 4 (Minimum \$1,800.00 per month)	x 12 = \$		Dollars _____ cents
	Year 5 (Minimum \$1,800.00 per month)	x 12 = \$		Dollars _____ cents

Incentive Fee To Be Paid To The Contractor

Incentive of _____% to be paid to the Contractor of gross revenues in excess of the Park Commission's approved revenue budget for each year during the term of the Contract.

Morris County Park Commission
Proposal Form for Course Management and Operation Services for
Pinch Brook Golf Course

	<u>Pinch Brook Golf Course</u>	<u>Monthly Amount</u>	<u>Annual Amount</u>	<u>Total Amount in Words</u>
Year 1	Management Fee	x 12 = \$		Dollars _____ cents
	Anticipated Operating Expense Budget (Excluding Management Fee)	x 12 = \$		Dollars _____ cents
Year 2	Management Fee	x 12 = \$		Dollars _____ cents
	Anticipated Operating Expense Budget (Excluding Management Fee)	x 12 = \$		Dollars _____ cents
Year 3	Management Fee	x 12 = \$		Dollars _____ cents
	Anticipated Operating Expense Budget (Excluding Management Fee)	x 12 = \$		Dollars _____ cents
Total Years 1-3	Management Fee (Years 1 through 3)	x 12 = \$		Dollars _____ cents
	Anticipated Operating Expense Budget (Excluding Management Fee) (Years 1 through 3)	x 12 = \$		Dollars _____ cents
<u>Management Fee for Contract Extension</u>				
Year 4	Management Fee	x 12 = \$		Dollars _____ cents
	Anticipated Operating Expense Budget (Excluding Management Fee)	x 12 = \$		Dollars _____ cents
Year 5	Management Fee	x 12 = \$		Dollars _____ cents
	Anticipated Operating Expense Budget (Excluding Management Fee)	x 12 = \$		Dollars _____ cents
<u>Pro Shop and Food & Beverage Rent</u>				
	Year 1 (Minimum \$1,300.00 per month)	x 12 = \$		Dollars _____ cents
	Year 2 (Minimum \$1,300.00 per month)	x 12 = \$		Dollars _____ cents
	Year 3 (Minimum \$1,300.00 per month)	x 12 = \$		Dollars _____ cents
<u>Pro Shop and Food & Beverage Rent For Contract Extension</u>				
	Year 4 (Minimum \$1,500.00 per month)	x 12 = \$		Dollars _____ cents
	Year 5 (Minimum \$1,500.00 per month)	x 12 = \$		Dollars _____ cents

Incentive Fee To Be Paid To The Contractor

Incentive of _____% to be paid to the Contractor of gross revenues in excess of the Park Commission's approved revenue budget for each year during the term of the Contract.

Morris County Park Commission
Proposal Form for Course Management and Operation Services for
Sunset Valley Golf Course

	<u>Sunset Valley Golf Course</u>	<u>Monthly Amount</u>	<u>Annual Amount</u>	<u>Total Amount in Words</u>
Year 1	Management Fee	x 12 = \$		Dollars _____ cents
	Anticipated Operating Expense Budget (Excluding Management Fee)	x 12 = \$		Dollars _____ cents
Year 2	Management Fee	x 12 = \$		Dollars _____ cents
	Anticipated Operating Expense Budget (Excluding Management Fee)	x 12 = \$		Dollars _____ cents
Year 3	Management Fee	x 12 = \$		Dollars _____ cents
	Anticipated Operating Expense Budget (Excluding Management Fee)	x 12 = \$		Dollars _____ cents
Total Years 1-3	Management Fee (Years 1 through 3)	x 12 = \$		Dollars _____ cents
	Anticipated Operating Expense Budget (Excluding Management Fee) (Years 1 through 3)	x 12 = \$		Dollars _____ cents
<u>Management Fee for Contract Extension</u>				
Year 4	Management Fee	x 12 = \$		Dollars _____ cents
	Anticipated Operating Expense Budget (Excluding Management Fee)	x 12 = \$		Dollars _____ cents
Year 5	Management Fee	x 12 = \$		Dollars _____ cents
	Anticipated Operating Expense Budget (Excluding Management Fee)	x 12 = \$		Dollars _____ cents
<u>Pro Shop and Food & Beverage Rent</u>				
	Year 1 (Minimum \$1,300.00 per month)	x 12 = \$		Dollars _____ cents
	Year 2 (Minimum \$1,300.00 per month)	x 12 = \$		Dollars _____ cents
	Year 3 (Minimum \$1,300.00 per month)	x 12 = \$		Dollars _____ cents
<u>Pro Shop and Food & Beverage Rent For Contract Extension</u>				
	Year 4 (Minimum \$1,500.00 per month)	x 12 = \$		Dollars _____ cents
	Year 5 (Minimum \$1,500.00 per month)	x 12 = \$		Dollars _____ cents

Incentive Fee To Be Paid To The Contractor

Incentive of _____% to be paid to the Contractor of gross revenues in excess of the Park Commission's approved revenue budget for each year during the term of the Contract.

OWNERSHIP DISCLOSURE STATEMENT

In accordance with N.J.S.A. 52:25-24.1, corporate and partnership bidders must submit a statement setting forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the names and addresses of stockholders holding 10% or more of that corporation's stock, or of the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed.

Check which business entity applies:

- Partnership Corporation Sole Proprietorship
- Limited Partnership Limited Liability Partnership Limited Liability Corporation
- Subchapter S Corporation Other _____

AND

Check one of the following boxes OR complete Section I and/or II below:

- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the bidding corporation.
- I certify that no one partner owns 10% or more interest in the bidding partnership.

I. ORIGINAL BIDDING CORPORATION OR PARTNERSHIP

<u>Name of 10% Stockholder or Partner</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____

II. IF CORPORATIONS OR PARTNERSHIPS ARE LISTED IN "I" ABOVE, LIST NAMES OF STOCKHOLDERS OR PARTNERS IN THAT CORPORATION OR PARTNERSHIP BELOW

<u>Name of 10% Stockholder or Partner</u>	<u>Address</u>
_____	_____
_____	_____

III. ALL BIDDERS MUST SIGN BELOW

(Signature)

(Printed name and title)

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

) SS.

COUNTY OF)

I, _____, in the County of, _____ of the City of _____, of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____ the bidder making the Proposal for the above-named contract, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named contract; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Park Commission relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established or selling agencies maintained by

(Name of Contractor)

(N.J.S.A. 52:34-15)

Subscribed and sworn to

before me this _____

day of _____, 20 .

(Also type or print name of affiant under signature)

Notary Public of _____

My commission expires , 20 .

AFFIRMATIVE ACTION ASSURANCE FORM

During the performance of this contract, the Contractor/Vendor agrees to comply with the requirements of **N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127) and N.J.A.C. 17:27**, regarding affirmative action and the regulations promulgated thereunder as set forth in the bid/proposal documents.

I. **FOR GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**, the vendor to whom the Contract is awarded is required to submit to the Park Commission, **prior to or at the time the contract is submitted for signing by the Park Commission** (in accordance with N.J.A.C. 17:27-3.3(a) promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq.), one of the following three documents:

1. Appropriate evidence that the vendor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4; or
3. An Employee Information Report (Form AA302) completed by the vendor and submitted to the State of New Jersey Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program (Division), with \$150.00 Fee, and a copy of the form forwarded to the Park Commission with proof of \$150.00 payment, in accordance with N.J.A.C. 17:27-4.

PLEASE INDICATE WHICH COMPLIANCE DOCUMENTATION YOU WILL PROVIDE IN THE EVENT THE CONTRACT IS AWARDED TO YOUR FIRM:

_____ A copy of Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. This letter is valid for one year from the date of issuance. A copy of the letter must be provided by the vendor to the Park Commission and the Division.

_____ A certificate of employee information report approval, Certificate No. _____.

The certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302, by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

_____ An **initial** Employee Information Report, Form AA-302, completed by the Vendor in accordance with N.J.A.C. 17:27-4, submitted with \$150.00 fee to the Division, and a copy of the form forwarded to the Park Commission with proof of \$150.00 payment. The form may be downloaded electronically at the following website address: http://www.state.nj.us/treasury/contract_compliance/forms.shtml. Upon review and approval by the Division, a Certificate of Employee Information Report will be issued by the Division, and at which time a copy must be provided to the Park Commission.

II. **FOR CONSTRUCTION CONTRACTS WHICH ARE NOT SUBJECT TO A FEDERALLY APPROVED OR SANCTIONED AFFIRMATIVE ACTION PROGRAM**, no later than three (3) days after signing a **construction contract**, the Contractor is required to submit to the Park Commission and the Division, an Initial Project Workforce Report (Form AA-201) consisting of forms downloaded electronically at the following website address: http://www.state.nj.us/treasury/contract_compliance/forms.shtml and completed by the Contractor in accordance with N.J.A.C. 17:27-7.

III. **FOR ALL CONTRACTS**. PLEASE ACKNOWLEDGE RECEIPT OF THE AFFIRMATIVE ACTION REQUIREMENTS BY SIGNING BELOW.

Firm Name _____

Name of Representative _____

Signature _____

Title _____

Date _____

IV. **FOR ADDITIONAL INFORMATION GO TO:** www.state.nj.us/treasury/contract_compliance

MORRIS COUNTY PARK COMMISSION
PROPOSAL SUBMISSION CHECKLIST
FOR
GOLF COURSE MANAGEMENT AND OPERATIONS SERVICES
FOR THE
FLANDERS VALLEY, PINCH BROOK, AND SUNSET VALLEY GOLF COURSE

Firm Name: _____

Individual Name: _____ Title: _____

Individual Signature: _____ Date: _____

It is imperative that each item identified on this check list be included with the proposal submitted on or before **December 12, 2013 at 12:00 p.m.**

- Affirmative Action Assurance Form
- Business Registration Certificate
- Non-Collusion Affidavit
- Ownership Disclosure Statement
- Proposal Security for \$1,000.00
 - Certified Check
 - Cashier's Check
 - Bid Bond
- Proposal Form (filled out completely, signed and dated)
- Transmittal Letter
- Proposal Table of Contents
- Summary of Work to be Performed by the Management Company
- General Experience Narrative
- Qualification Statement
- Firm History Description
- Financial Statement
- Successful Performance Data
- Firm's Philosophy
- Personnel Assignments for this Project
- Staffing Plan and Organization
- Mobilization and Implementation Plan

SPECIFICATIONS FOR GOLF COURSE MANAGEMENT OPERATIONS

A. SUMMARY OF CONTRACT

Morris County Park Commission, in compliance with NJSA 40A:11-4.1, seeks competitive Proposals to secure a contract with a golf management firm (FIRM), operate, maintain, and market Flanders Valley Golf Course a 36-hole public golf course for the Morris County Park Commission located in the Township of Mount Olive & Roxbury, Morris County, New Jersey; Pinch Brook Golf Course an 18-hole public golf course for the Morris County Park Commission located Townships of Florham Park & East Hanover, Morris County, New Jersey; and Sunset Valley Golf Course an 18-hole public golf course for the Morris County Park Commission located in Pequannock Township & Kinnelon Borough, Morris County, New Jersey . The term of the contract shall be for three (3) years with an option to terminate by the Morris County Park Commission within (60) days without cause after two (2) years and during any option period. The Morris County Park Commission at its sole option may extend the contract for an additional two years, for a total of five years. The contract will be a qualified management contract under Internal Revenue Procedure 97-13. The Management Company will perform all services as identified in these specifications, including all services set forth in the attached schedules, in compliance with the standards set forth in the specifications and attached schedules. The attached schedules are a part of these specifications unless indicated otherwise.

The Morris County Park Commission fully expects the facilities to be operated at the highest golf industry standards, from both the management of the operations as well as the management of the turf quality and agronomy. These high standards can only be met through a professional management team that has the adequate staffing, training and experience to provide these services on behalf of Morris County Park Commission. The management company will be required to procure or utilize approved Morris County Park Commission service contracts for all goods and services necessary for the operation of the facility. The Morris County Park Commission will prefund an operations account based upon the approved budget and projected operation expenses. The management company shall provide a monthly statement of estimated operating expenses prior to the upcoming month based upon the operating budget. The intent of this Request for Proposal (RFP) process is to award a contract to manage and operate the Morris County Park Commission's Flanders Valley, Pinch Brook, and Sunset Valley Golf Course. The Morris County Park Commission anticipates that the facility will be financially self-sustaining, therefore the Morris County Park Commission will not budget any additional funds beyond the anticipated revenues. Under such contract, the management company will be responsible for the day-to-day operation and management of the golf course including, but not limited to, golf course maintenance, golf course operations, clubhouse operations, retail operations, and food service operations. The management company will establish all fees subject to review and approval by the Morris County Park Commission and within New Jersey Green Acres Rules and Regulations. The management company will report to the Morris County Park Commission or its designee as directed. The Morris County Park Commission shall have the right to approve all monthly operating expenditures as well as any proposed capital improvement expenditures for the golf course prior to implementation by the management company.

SPECIFICATIONS FOR GOLF COURSE MANAGEMENT OPERATIONS - Continued

Philosophy of Morris County Park Commission and Intent of Operation

It is the philosophy, intent and expectation of the Morris County Park Commission to provide for its citizens an upscale golfing environment with a customer service level commensurate with other daily fee golf courses in the area. The daily fees are to be comparable to those fees charged by other competing and/or publically owned golf courses for similar services and facilities.

Currently, the Morris County Park Commission oversees the operations of four public play golf facilities, with five unique golf courses: the 36-hole site Flanders Valley G.C., Pinch Brook G.C., Sunset Valley G. C. and Berkshire Valley Golf Course. Berkshire Valley is currently being managed by Billy Casper Golf.

One of the goals of the Morris County Park Commission is to provide challenging yet accessible and enjoyable golfing experiences to the residents of Morris County as well as visitors to the area, at competitive prices. The Morris County Park Commission is dedicated to serving our customers by providing high quality golfing experiences to players of all ages and abilities and enhancing their enjoyment of the game of golf.

The Morris County Park Commission strives to:

- Maintain and operate the five golf courses and driving range in such a manner that they remain competitive with comparable golf facilities.
- Be recognized as a leader in municipal golf operations by all golfers.
- Strive for increased recognition from the golfing public as an operation with high standards, integrity, and high quality customer service.
- Enhance playability and conditions at all five golf courses
- Operate in such a manner that the golf course continues to be a desired site for the USGA, LPGA, MGA, NJSGA and by U.S. Kids® Golf Program.
- Continue to be recognized by Golf Digest "*Places to Play*," Zagat "*America's Top Golf Courses*," Golf for Women Magazine "*Top 100 Women Friendly Golf Courses*," Golf Styles New Jersey "*Must Play Courses of New Jersey*," New Jersey Monthly "*Best Municipal Golf Courses*," Garden State Golf "*Best Value Golf*," and U.S. Kids® Golf "*Family Friendly*."

SPECIFICATIONS FOR GOLF COURSE MANAGEMENT OPERATIONS - Continued

B. Facility Description – Flanders Valley Golf Course

1. Style and Course Description

- a. Rated as one of the premier public golf courses in the United States and in New Jersey, Flanders Valley Golf Course, consisting of two 18-hole courses, is played each season by more than 65,000 golfers. Satisfying its role as the Morris County Park Commission's flagship course, Flanders Valley Golf Course has been the recipient of accolades in the industry's leading golf publications, as well as the site of numerous championship events. This 36-hole facility, located in Mount Olive & Roxbury Townships on 411 acres of pristine Morris County countryside, Flanders Valley Golf Course combines a scenic layout and challenging design. The White-to-Blue, a more traditional layout, with very few grade changes has a par 72, 6,417-yard course. The course is tree-lined on either side and extremely difficult to play in spots. The Red-to-Gold, par 72, 6,429 -yard course, has a hillier design, more along the line of the other courses run by the county. This course has garnered four stars from Golf Digest's "Best Places to Play," and achieved recognition by the Zagat Golf Guide the past four years. Flanders Valley Golf Course was awarded the "Top 100 Must Play Courses" by Golf Styles Magazine, and the site of the USGA Eastern Regional Qualifying Round-Women's Public Links Tournament.

- i. Total Golf Course Acreage: Fairways, 48 acres; Greens, 8 acres; Tees, 8 acres; Rough, 60 acres

2. Clubhouse

- a. The Clubhouse is a two-story 4,613 sq. ft. building, with the main floor housing the pro shop, restrooms, office, and food concession area. The men and women's locker room and storage are located on the second floor.

3. Food Concession Area

- a. The kitchen area is located on the main level, with window access for patrons as well as walk in dining area for a more sit in atmosphere.

4. Golf Shop/Inventory Storage

- a. The golf shop has a sale counter with two points of sale systems to transition golfers to the course efficiently. Plenty of display area with storage on the main and second floor level of the clubhouse.

5. Starter Shed

- a. The starter shed is a detached building, next to the pro shop that houses two employees to inform golfers of play whether playing Red to Golf or White to Blue.

6. Golf Cart Storage

- a. The cart storage area is located separately from the clubhouse, currently houses 100 gas operated golf carts.

7. Irrigation System

- a. Lower Pump House

- i. The irrigation system pump station is a Watertronics VTS 60/30/3st , 60hp/30hp/jockey with an allocation of 900 Gallons Per Minute

SPECIFICATIONS FOR GOLF COURSE MANAGEMENT OPERATIONS - Continued

- b. Upper Pump House
 - i. The irrigation system pump station is a Flowtronex VWTP-500-3-140, 60hp/60hp/jockey with an allocation of 1200 Gallons Per Minute
- 8. Water Usage-Water Allocation
 - a. Flanders Valley Golf Course Water Allocation Permit #WAP100001 (Program ID 2338P), is granted and reviewed by the New Jersey Department of Environmental Protection. Please refer to SCHEDULE F for a copy of the permit requirements both general and specific are attached to this document.
 - b. The permit requires quarterly diversion reports to be filed with the NJDEP via internet account. Details for this account are available through the Morris County Park Commission's Manager of Golf Course Maintenance.
 - c. The operator of the Flanders Valley Golf Course shall bear the expenses of all water permitting costs and fees, including those associated with the Water Allocation Permit and calibration of flow meters. The operator will also be responsible in assisting the Morris County Park Commission's Manager of Golf Course Maintenance with quarterly reports being filed with the NJDEP containing usage amounts, static water levels of all wells and any other required information. All permit decisions regarding water allocation with the NJDEP are to take place by the Morris County Park Commission staff.
 - d. Total Allocation is 50 million Gallons Per Year & 11.625 million Gallons Per Month
- 9. Maintenance Facility
 - a. The maintenance facility is fully equipped with a mechanics area, general shop workspace, office & lunch room for staff, and storage/utility rooms for equipment, tools, etc. Please refer to EXHIBIT G for the layout.
- 10. Fuel Tanks
 - a. The fuel storage area is protected by a curb and concrete posts. The diesel fuel tank is a 1,000 gallon Fireguard Light Weight Double Wall Steel Tank. The unleaded gasoline tank is a 1,000 gallon Fireguard Light Weight Double Wall Steel Tank. The fuel tanks were manufactured by Highland Tank and Manufacturing Company.
 - b. The fuel storage system is protected by a Veeder-Root TLS-300C Alarm and Level Monitoring System. All emergency cut offs and vapor release protections are in place.
- 11. Bulk Material Storage
 - a. Bulk materials are stored onsite in open bins, designated throughout the course.
- 12. Vegetative Waste Storage
 - a. Storage and disposal of vegetative waste shall conform to the Morris County Park Commission's and New Jersey Department of Environmental Protection's standards.

SPECIFICATIONS FOR GOLF COURSE MANAGEMENT OPERATIONS – Continued

13. Wash Water Recycling System
 - a. The Morris County Park Commission currently contracts with ESD Waste2Water, Inc. to provide a trained service technician to perform the required-programmed maintenance of the installed Waste2Water reclaim and recycle system. Services provided include monthly general inspection, Bio Treatment Tank Inspection & Cleaning, Solids Separator Cleaning, Grass Clipping Separator, Pump Inspection, Collection Sump & Wash Pad, Wash Hoses, & Seasonal Operation Maintenance. This contract includes monthly supply of microbes and (2) grass separator screens each month while the contract remains in effect.
 - b. Flanders Valley Golf Course utilizes a double tank system.
14. Septic Maintenance
 - a. Septic maintenance on the facility should be down with licensed contractor on an annual basis.
15. Morris County Municipal Utility Authority (MCMUA) Access to Course
 - a. The MCMUA have to wells located on Flanders Valley property. They shall be permitted as needed to access those wells, which historically has been on a daily basis.

Facility Description – Pinch Brook Golf Course

1. Style and Course Description
 - a. Pinch Brook Golf Course an executive length course, designed by the world-renowned development firm, Rees Jones Inc, has the advantage for players who want to get on and off in less time than the championship-length courses. However, this shorter course is not short on challenges. The 190-yard, par 3 seventh hole forces players to hit around a pond, mainly because it is shaped like the state of New Jersey. This 18 hole, par 65, 4,996-yard course gained three and a half stars from Golf Digest's "Best Places to Play," and "Top 100 Must Play Courses" by Golf Styles Magazine. Water hazards enhance the majority of holes, and elevated, undulating greens are sure to test the skill of the most seasoned golfer. Pinch Brook Golf Course is also popular with seniors and available to hold clinics for golfers of all levels.
 - i. Total Golf Course Acreage: Fairways, 16 acres; Greens, 4 acres; Tees, 4 acres; Rough, 24 acres
2. Clubhouse
 - a. The Clubhouse is a two-story 3,910 sq. ft. building, with the main floor housing the pro shop, restrooms, office. The food concession, men and women's locker room are located on the second floor.
3. Food Concession Area
 - a. The 1,203 sq. ft. kitchen/dining area is located on the second level, with windows on three sides of the room for a picturesque view of the golf course.
4. Golf Shop/Inventory Storage
 - a. The golf shop has a sales counter with two points of sale systems to transition golfers to the course efficiently. Display area with storage is also located on the main floor of the clubhouse.

SPECIFICATIONS FOR GOLF COURSE MANAGEMENT OPERATIONS – Continued

5. Starter Shed
 - a. The starter shed is a detached building, for a single employee to inform golfers of play whether teeing off the front or back 9.
6. Golf Cart Storage
 - a. The 1,970 sq. ft. cart storage area is attached to the clubhouse, currently houses 40 electric operated golf carts.
7. Irrigation System
 - a. The irrigation system pump station is a Flowtronex VWSP-1100-3-140, 60hp/60hp/jockey (submersible) with an allocation of 1100 Gallons Per Minute
8. Water Usage-Water Allocation
 - a. Pinch Brook Golf Course Water Allocation Permit #WAP800001 (Program ID 2342P), is granted and reviewed by the New Jersey Department of Environmental Protection. Please refer to SCHEDULE F for a copy of the permit requirements both general and specific are attached to this document.
 - b. The permit requires quarterly diversion reports to be filed with the NJDEP via internet account. Details for this account are available through the Morris County Park Commission's Manager of Golf Course Maintenance.
 - c. The operator of the Pinch Brook Golf Course shall bear the expenses of all water permitting costs and fees, including those associated with the Water Allocation Permit and calibration of flow meters. The operator will also be responsible in assisting the Morris County Park Commission's Manager of Golf Course Maintenance with quarterly reports being filed with the NJDEP containing usage amounts, static water levels of all wells and any other required information. All permit decisions regarding water allocation with the NJDEP are to take place by the Morris County Park Commission staff.
 - d. Total Allocation is 21 million Gallons Per Year & 9 million Gallons Per Month
9. Maintenance Facility
 - a. The maintenance facility is fully equipped with a mechanics area, general shop workspace, office & lunch room for staff, and storage/utility rooms for equipment, tools, etc. Please refer to EXHIBIT G for the layout.
10. Fuel Tanks
 - a. The fuel storage area is protected by a curb and concrete posts. The diesel fuel tank is a 1,000 gallon Fireguard Light Weight Double Wall Steel Tank. The unleaded gasoline tank is a 500 gallon Fireguard Light Weight Double Wall Steel Tank. The fuel tanks were manufactured by Highland Tank and Manufacturing Company.
 - b. The fuel storage system is protected by a Veeder-Root TLS-300C Alarm and Level Monitoring System. All emergency cut offs and vapor release protections are in place.
11. Bulk Material Storage
 - a. Bulk materials are stored onsite in open bins, designated throughout the course.
12. Vegetative Waste Storage
 - a. Storage and disposal of vegetative waste shall conform to the Morris County Park Commission's and New Jersey Department of Environmental Protection's standards.

SPECIFICATIONS FOR GOLF COURSE MANAGEMENT OPERATIONS - Continued

13. Wash Water Recycling System

- a. The Morris County Park Commission currently contracts with ESD Waste2Water, Inc. to provide a trained service technician to perform the required-programmed maintenance of the installed Waste2Water reclaim and recycle system. Services provided include monthly general inspection, Bio Treatment Tank Inspection & Cleaning, Solids Separator Cleaning, Grass Clipping Separator, Pump Inspection, Collection Sump & Wash Pad, Wash Hoses, & Seasonal Operation Maintenance. This contract includes monthly supply of microbes and (2) grass separator screens each month while the contract remains in effect.
- b. Pinch Brook Golf Course utilizes a single tank system.

Facility Description – Sunset Valley Golf Course

1. Style and Course Description

- a. This outstanding 18-hole, par 70, 6,483-yard course offers one of the most breathtaking views in Morris County. With complex features that include elevated tees and bi-level greens, this course is hilly and well bunkered, with fast undulating greens. It is consistently rated among the best Public Courses in New Jersey with a rating of "4 Stars" by *Golf Digest's Places to Play*, and "Top Women-Friendly Courses Award" by *Golf for Women Magazine*.
 - i. Total Golf Course Acreage: Fairways, 20 acres; Greens, 4 acres; Tees, 4 acres; Rough, 30 acres

2. Clubhouse

- a. The Clubhouse is a two-story building, with the main floor housing the pro shop, office space, and storage area. The food concession, men and women's locker room are located on the second floor with a large balcony overlooking hole #9.

3. Food Concession Area

- a. The kitchen/dining area is located on the second level, with windows on three sides of the room for a picturesque view of the golf course.

4. Golf Shop/Inventory Storage

- a. The golf shop has a sale counter with a single point of sale system to transition golfers to the course efficiently. Display area with storage is located on the main floor of the clubhouse.

5. Starter Shed

- a. The starter shed is a detached building, for a single employee to inform golfers of play whether teeing off the front or back 9.

6. Golf Cart Storage

- a. The cart storage area is attached to the clubhouse, which can house 50 gas operated golf carts.

7. Irrigation System

- a. The irrigation system pump station is a Flowtronex VWTP-500-3-140, 60hp/60hp/jockey with an allocation of 1000 Gallons Per Minute

SPECIFICATIONS FOR GOLF COURSE MANAGEMENT OPERATIONS - Continued

8. Water Usage-Water Allocation
 - a. Sunset Valley Golf Course Water Allocation Permit #WAP120001 (Program ID 2383P), is granted and reviewed by the New Jersey Department of Environmental Protection. Please refer to SCHEDULE F for a copy of the permit requirements both general and specific are attached to this document.
 - b. The permit requires quarterly diversion reports to be filed with the NJDEP via internet account. Details for this account are available through the Morris County Park Commission's Manager of Golf Course Maintenance.
 - c. The operator of the Sunset Valley Golf Course shall bear the expenses of all water permitting costs and fees, including those associated with the Water Allocation Permit and calibration of flow meters. The operator will also be responsible in assisting the Morris County Park Commission's Manager of Golf Course Maintenance with quarterly reports being filed with the NJDEP containing usage amounts, static water levels of all wells and any other required information. All permit decisions regarding water allocation with the NJDEP are to take place by the Morris County Park Commission staff.
 - d. Total Allocation is 14 million Gallons Per Year & 5.5 million Gallons Per Month
9. Maintenance Facility
 - a. The maintenance facility is fully equipped with a mechanics area, general shop workspace, office & lunch room for staff, and storage/utility rooms for equipment, tools, etc. Please refer to EXHIBIT G for the layout.
10. Fuel Tanks
 - a. The fuel storage area is protected by a curb and concrete posts. The diesel fuel tank is a 1,000 gallon Fireguard Light Weight Double Wall Steel Tank. The unleaded gasoline tank is a 500 gallon Fireguard Light Weight Double Wall Steel Tank. The fuel tanks were manufactured by Highland Tank and Manufacturing Company.
 - b. The fuel storage system is protected by a Veeder-Root TLS-300C Alarm and Level Monitoring System. All emergency cut offs and vapor release protections are in place.
11. Bulk Material Storage
 - a. Bulk materials are stored onsite in open bins, designated throughout the course.
12. Vegetative Waste Storage
 - a. Storage and disposal of vegetative waste shall conform to the Morris County Park Commission's and New Jersey Department of Environmental Protection's standards.
13. Wash Water Recycling System
 - a. The Morris County Park Commission currently contracts with ESD Waste2Water, Inc. to provide a trained service technician to perform the required-programmed maintenance of the installed Waste2Water reclaim and recycle system. Services provided include monthly general inspection, Bio Treatment Tank Inspection & Cleaning, Solids Separator Cleaning, Grass Clipping Separator, Pump Inspection, Collection Sump & Wash Pad, Wash Hoses, & Seasonal Operation Maintenance. This contract includes monthly supply of microbes and (2) grass separator screens each month while the contract remains in effect.
 - b. Sunset Valley Golf Course utilizes a single tank system.

SPECIFICATIONS FOR GOLF COURSE MANAGEMENT OPERATIONS - Continued

C. TERMS OF AGREEMENT

The term of this Agreement shall begin January 1, 2014 (such date on which the term of Management Agreement is sometimes referred to herein as the "Start Date"), and shall end on the last day of the month preceding the Third Anniversary of the Start Date unless terminated by the MORRIS COUNTY PARK COMMISSION prior to that date.

The Morris County Park Commission may terminate the Agreement at any time for cause by providing the management company with seven (7) days' written notice. Cause for termination by the Morris County Park Commission shall include but not limited to any of the following acts by the management company:

1. persistent or repeated failure to supply enough properly skilled workers;
2. persistent or repeated disregard of laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
3. persistent or repeated failure to meet the performance standards for the facility;
4. replacement of the golf course superintendent or other key personnel without advising the Park Commission; or
5. breach of the fiduciary obligations under the Agreement;
6. filing of a voluntary petition for protection under federal bankruptcy laws; or the failure to obtain the dismissal of an involuntary petition under federal bankruptcy laws within ninety (90) days;
7. discontinuance of its business or activities at the Facility; or
8. any other substantial breach of the Agreement.

If the Morris County Park Commission terminates the Agreement for Cause, the management company will not be entitled to receive any further payment, with the exception of approved prepaid liabilities paid by the management company that will be paid by Morris County Park Commission such as; payroll, insurance, sick leave, vacations, etc. In addition, the management company will vacate the facility within seven (7) days and turn over the facility and all equipment, supplies, inventory, goods, property, etc., (except the concession and pro shop inventory and other items purchased by the Management Company) to the Morris County Park Commission. The Morris County Park Commission would purchase Pro Shop inventory that has Flanders Valley, Pinch Brook, and Sunset Valley G. C. logos and concession items that could be utilized in future operations. These items should be purchased from the management company at cost. If the cost of completing the services that were the responsibility of the management company under the Agreement exceeds the balance of the costs in the Agreement between the management company and the Morris County Park Commission, the management company shall be responsible for paying the difference to the Morris County Park Commission within thirty (30) days. The obligation for payment shall survive termination of the Agreement.

SPECIFICATIONS FOR GOLF COURSE MANAGEMENT OPERATIONS - Continued

D. SERVICES TO BE PERFORMED BY THE MANAGEMENT COMPANY

The scope of work includes, but is not limited to, each of the following categories of golf course management and operation.

The management company will perform all services in accordance with the standards set forth in these specifications, including the attached schedules, and in accordance with the highest golf industry standards. Failure to identify a category of work or standard of performance in the RFP does not relieve the management company from its duty to perform that aspect of work at the highest level. The management company is responsible for identifying and performing all aspects of work which are required and necessary to operate the golf course facility at the standards identified on a day-to-day basis for the duration of the contract, whether or not such work is specifically set forth in these specifications. The management contract will include all facets of the day-to-day operation of the golf course.

1. Course Maintenance

- a. The management company will be responsible for the purchase and application of all supplies, materials, and equipment (other than equipment listed on **SCHEDULE A**, Maintenance Equipment Inventory) needed for proper maintenance of buildings, facilities, wash water recycling system, and the golf course.
- b. The management company shall keep and maintain the entire turf irrigation systems in accordance with the manufacturer's recommended maintenance schedule and Park Commission standards, including winterizing the system annually. All necessary repairs to the system are the management company's responsibility.
- c. The management company shall take soil samples of the areas and at the frequency indicated in **SCHEDULE C**, Maintenance Standards.
- d. The management company shall be responsible for providing all labor, supplies, and materials that are necessary to assure the proper condition including but not limited to the greens, tees, fairways, and bunkers, in accordance with professional agronomy management practices for a golf course in the region.
- e. The management company shall keep and maintain all buildings and structures on the golf course site in good repair and free from leaks, pests and rodents and infiltration of the elements.
- f. The management company shall keep and maintain on a timely basis all required documentation for water, chemical/pesticide, septic, and other uses that may be required by federal, state, local and/or Park Commission standards and regulations. The management company must indemnify the Park Commission and County of Morris from matters related to improper keeping of mandatory regulated records.
- g. The management company will be responsible for providing Canada Goose population reports and adding of nests as indicated in **SCHEDULE H**.

SPECIFICATIONS FOR GOLF COURSE MANAGEMENT OPERATIONS - Continued

2. Irrigation of Turf Grass

- a. The management company will perform all irrigation operations in compliance with the New Jersey DEP Water Allocation Permit issued to the Morris County Park Commission.
- b. The management company shall be responsible for the cost of water (as a cost to the facility) used at the facility, including the New Jersey DEP water allocation fee.
- c. The management company shall irrigate grass as per specifications indicated in **SCHEDULE C- Maintenance Standards**

3. Pro-Shop and Food & Beverage Sales

The management company will operate Pro-Shop sales and food and beverage sales as a concession. Firms shall explain in detail its plans for operating these facilities, including proposed hours of operation and generally the types of merchandise, food and beverages that will be sold. The Morris County Park Commission will receive a monthly rental fee for all Pro Shop and Food & Beverage sales as identified on the Proposal Form. The management company will be responsible for supplying all inventories. The Morris County Park Commission shall provide existing equipment in the pro shop and concession area that is necessary to operate. Inventory for these areas are listed in **SCHEDULES B** , concession inventory.

The Management Company will either utilize the current Tee Time System or provide an alternative P.O.S. system to integrate all three (3) facilities along with Berkshire Valley Golf Course. Cost of integration will be born by the Management Company, not the Morris County Park Commission.

The Management Company is responsible for paying for and applying to the New Jersey Director of the Division of Alcoholic Beverage Control for, and be qualified to hold, and Annual State Permit License to sell and serve alcoholic beverages for on premise consumption. If the Management Company obtains an Annual State Permit License it will be required to directly operate the food and beverage concession and will not be permitted to enter into a subcontract for this operation.

- a. The management firm shall provide with its proposal, sample menus of food concession services provided at golf facilities similar to the Morris County Park Commission. The sample menu shall include food to be supplied at the Clubhouse location, as well as those menu items available on the mobile concession vehicle.
- b. The management firm shall furnish and provide the commodities and services at such after review by the Morris County Park Commission and said prices shall be legibly posted on bulletin boards furnished by the management firm. Pricing will be submitted annually by January 15th prior to golf course opening day.
- c. The management firm shall furnish, prior to the beginning operations, a menu with all items and prices and the Morris County Park Commission shall review and make recommendations for the menu and/or prices. Pricing will be submitted annually by January 15th prior to golf course opening day.

SPECIFICATIONS FOR GOLF COURSE MANAGEMENT OPERATIONS - Continued

4. Golf Course Equipment Maintenance

The Morris County Park Commission will provide maintenance equipment similar to that described in **SCHEDULE A**. The cost of leasing the equipment shall be an operating expense of the facility as identified in **SCHEDULE k-Form** of Equipment Lease Agreement.

The management firm will be responsible for maintaining all equipment according to the standard manufacturer's recommendations and the minimum standards set forth in **SCHEDULE C**. All services shall be performed according to the manufacturers' recommendations and properly recorded in maintenance logs detailing the extent of the service performed, general equipment condition and date of service.

The management firm shall keep complete records of maintenance on each piece of equipment, and shall maintain these records at the site and make them, and all equipment, available to the Morris County Park Commission for inspection at all times.

The management firm will lease the maintenance equipment from the Morris County Park Commission in accordance with the "Equipment Use Agreement: as attached as **SCHEDULE K**.

5. Daily Facility Operations

During the term of this Agreement, the management company shall operate the facility, handle the collection and deposit of all money, hire and direct all employees, purchasing of all goods and services consistent with operation of a public golf facility, handling disputes with third parties, collecting and paying appropriate taxes, obtaining all appropriate permits, and provide accountability to the Morris County Park Commission for its activities. The Morris County Park Commission hereby grants and delegates to the management company, subject to the terms of this RFP, the authority and responsibility necessary to permit the management company to perform its duties under this Agreement. With respect to the operation of the facility, the parties hereto agree as follows:

- a. **Major Decisions:** The management company shall secure the Morris County Park Commission's prior written approval of all major policy decisions, including but not limited to, capital improvements and expenditures, operational budgets, green fees, cart rental fees, food and beverage selection and pricing and Clubhouse operation and modification and ground rules. The management company shall operate the facility in accordance with the major policy decisions agreed upon with the Morris County Park Commission. The facility shall be open to the general public. All fees charged to customers at the facility shall be subject to the prior written approval of the Morris County Park Commission, provided that the Morris County Park Commission shall approve fee proposals of the management company which are comparable to those fees charged by other competing municipally-owned golf courses for similar services and facilities and conform to the New Jersey Green Acres Rules and Regulations.
- b. **Periodic Operation Review:** The management company shall, on an ongoing and continuing basis as shall be responsible and necessary, but not less than monthly during the first six months of this Agreement, review its management work, programs and efforts with the Morris County Park Commission. The Morris County Park Commission shall be kept fully informed of all facility management activities and operations. Prior to the start date, the management company will meet with the Morris County Park Commission to establish proper accounting controls.

SPECIFICATIONS FOR GOLF COURSE MANAGEMENT OPERATIONS - Continued

- c. **Promotion of Golf Activities:** The management company shall coordinate the creation or modification of graphics, logos, and other visual materials for utilization on letterheads, envelopes, temporary and permanent signage, brochures, information profile, progress reports, press releases and bulletins. The management company shall coordinate and direct all of the work done in the area of advertising and public relations to ensure that the facility will create an appropriate visual image and presence in print and communications media. This will be achieved principally by securing articles, interviews and reports in the media dealing with construction progress, golf course design and features, Clubhouse facilities and employment of key personnel.

The management company shall market the golf facility. Marketing includes, but is not limited to, the marketing of the golf course and related services. The marketing of the golf course includes, but is not limited to: maximizing the number of daily golf rounds per day, the marketing of tournaments and other special play, resort and group use of the golf course, a cardholder program for Morris County residents, golf schools and clinics, attracting local and remote players, merchandising that caters to cardholders, local players and resort players.

As part of this proposal the Firm shall submit a current marketing plan for a golf facility similar in size and from the same geographic area, especially current contracts in New Jersey. Particular attention should be placed on the marketing of the golf course as a daily fee public facility.

- d. **Annual Operating Budget:** Each August 15th, during the term of this Agreement, the management company shall submit a proposed operating budget to the Morris County Park Commission for the upcoming Fiscal Year (the period beginning January 1 and ending December 31 is referred to herein as the "Fiscal Year"). Once the proposed operating budget is approved by the Morris County Park Commission, the management company shall use its best efforts to operate the facility in accordance with the operating budget. Each budget shall be for the operation and maintenance of the facility designed to maximize net revenues of the facility.

The annual budget shall be broken down on a monthly basis and contain all monthly expenses which require consideration for any given month. The budget shall also reflect projected revenues on a monthly basis.

- e. **Recurring Operating Expenses:** The management company is made aware of the following recurring operating expenses which are in addition to normal and customary operating expenses and must be a part of the annual budget.
- NJ DEP Water Allocation Permit Flanders Valley, \$2,885.00, Pinch Brook, \$3,880.00, & Sunset Valley, \$3,880.00/projected annually
 - Golf Cart and Equipment Lease: Flanders Valley, \$66,370.00, Pinch Brook, \$26,548.00, & Sunset Valley, \$33,185.00/annually
 - Wash Water Recycling Contract: \$350.00/month for 8 months = \$2,800.00 per course, \$8,400.00 annually

SPECIFICATIONS FOR GOLF COURSE MANAGEMENT OPERATIONS - Continued

- f. **Facility Personnel:** The management company shall recruit, interview and hire all facility staff, including all onsite management personnel, i.e., golf professional, assistant golf professionals, golf course superintendent, assistant superintendent, mechanic, grounds maintenance personnel, Clubhouse personnel, food and beverage personnel, janitorial service, etc. Such personnel shall be hired and employed by the management company and shall not be employees of the Morris County Park Commission. Head professional/manager and superintendent, , shall be full-time employees and the assistant superintendent and mechanic shall be full time or year round part time seasonal employees dedicated to this facility. The management company, with its bid, shall provide a staffing matrix identifying the key personnel and the time line for the hiring of such employees.

Note: MCPC only requires management Company to have (1) one full time superintendent, (2) two year round seasonal maintenance/mechanic employees and (1) one full time Golf Shop Manager/PGA Pro on staff per course.

The Morris County Park Commission retains the right to approve or reject key personnel, including golf professional/manager and the golf course superintendent throughout the duration of the contract. All full time employees of the Firm working at the 3 golf courses will be subjected to a background check.

- g. **Deposit of Revenues:** On a daily basis, during the term of this Agreement, the management company shall deposit all revenues, determined in accordance with the provisions of this Section, for the period ending on the previous day into an account established and controlled by the Morris County Park Commission. "Revenues" shall mean all receipts from the green fees, cart rentals, range fees, and any other Morris County Park Commission revenue or proceeds attributable to the facility. All revenues shall be the property of the Morris County Park Commission.
- h. **Fiduciary Responsibilities:** The management firm shall have a fiduciary duty to the Morris County Park Commission with respect to its operation of the facility, accounting to the Morris County Park Commission and making all payments due to the Morris County Park Commission and vendors and suppliers in accordance with this Agreement. The management firm shall in no way commingle the advances from the Morris County Park Commission with other money of accounts, and it shall not take any money from the facility except for the management fees and expense reimbursements set forth in this Agreement. In addition, no purchase of goods or services shall be made by the management firm from an entity affiliated with the management firm unless such purchase is on terms reasonably competitive with terms available from non-affiliated sources. Any breach of the covenants contained herein shall be a breach of the fiduciary obligation of the management firm to the Morris County Park Commission hereunder.

6. Payment of Approved Expenses, Approved Capital Expenditures and Approved Reserves

The Approved Budgeted Reimbursable Expenses and the Approved Capital Expenditures are obligations of the Morris County Park Commission. No later than the first day of each month, the Morris County Park Commission shall advance the approved budgeted Expenses for such month plus or minus any adjustments pursuant to the next two sentences. Not later than the twenty-fifth day of each month, the management company shall submit an itemization of disbursements from the facility account for the preceding month. In the event the amount disbursed is greater than or lesser than the amount deposited by the Morris County Park Commission on or before the first of the following month shall be increased or

SPECIFICATIONS FOR GOLF COURSE MANAGEMENT OPERATIONS - Continued

decreased, as the case may be, by the amount of such difference. In the event the amount of the approved reserves is increased or decreased, the Morris County Park Commission shall deposit such increase to the facility account or be paid such decrease from the facility account. The monthly advances are to be used only for the approved expenses. The Morris County Park Commission anticipates that the facility will be financially self-sustaining, therefore, the Morris County Park Commission will not budget any additional funds beyond the anticipated revenues.

Expenses, Approved Capital Expenditures and Approved Reserves are defined as follows:

- a. **Approved Expenses:** "Approved Expenses" shall mean all cash expenditures for the operation of the facility included in a budget approved by the Morris County Park Commission with the exception of Pro Shop and food and beverage inventory and supplies.
- b. **Approved Capital Expenditures:** "Approved Capital Expenditures" shall mean all cash payments for equipment, furniture, fixtures, facility improvements and other capital items approved by the Morris County Park Commission.
- c. **Approved Reserves:** "Approved Reserves" shall mean the amount of cash for operation of the facility approved by the Morris County Park Commission to be held by THE MANAGEMENT COMPANY.

7. Payment of Management, Incentive and Concession Fees

- a. **Management Fee:** Management fees will be paid (for management services for that month) on the first of each month as part of the monthly budget. Management fees will be funded from the Facility Account.
- b. **Incentive Fee:** The Incentive Fee shall be payable in the first month following each Fiscal Year (or if this Management Agreement is terminated during a fiscal year, in the first month following its termination). The amount of the Incentive Fee for each year, if and when earned hereunder, shall be the specified percentage of the Gross Revenues in excess of the specified percentage of the approved operating budget as indicated in the Management Company's Proposal for each fiscal year (or, if this Management Agreement is in effect for only a portion of a fiscal year, for such portion of such fiscal year), provided that the Incentive Fee for any fiscal year (or such portion thereof) shall not exceed the total fixed management fee for such fiscal year (or such portion thereof).
- c. **Concession Rental Fee:** Pro Shop Merchandise, Food and Beverage sales shall be reported on a monthly basis. The monthly rental fee shall be paid to the Morris County Park Commission within (10) days at the beginning of each month.

8. Golf Carts

- a. If the Management Firm can negotiate a more fiscally advantageous contract for golf carts at no expense to the Morris County Park Commission, then they shall be solely responsible for providing all golf carts necessary to operate the golf course. The Morris County Park Commission currently has an agreement with a golf cart lease provider (**SCHEDULE O**).

SPECIFICATIONS FOR GOLF COURSE MANAGEMENT OPERATIONS - Continued

E. MANDATORY MINIMUM QUALIFICATIONS

Firms not meeting the mandatory qualifications as set forth in this section of the RFP will not be considered.

1. Firm shall be required to demonstrate at least five (5) years of successful golf course management experience with other public facilities of similar size and quality, preferably in New Jersey.
2. Firm shall be able to demonstrate the requisite financial capability to profitably manage and operate multiple 18-hole and 36-hole public play golf courses of similar size and quality. Firms shall submit financial statements and any supporting documentation that will show their financial capacity and stability. All Financial documents will be held as confidential.
3. Firm shall be required to demonstrate that it currently has in force or can obtain appropriate liability insurance coverage and amounts set forth in the Insurance Requirements.
4. The Morris County Park Commission is an equal opportunity employer. The management company shall comply with Federal and State Equal Opportunity Employment and the Mandatory Affirmative Action requirements of the N.J.A.C. 17-27.1 et. Seq.
5. Firm shall demonstrate that its personnel meet the minimum qualifications for each staff position and have the experience to operate and maintain the facility in accordance with these specifications. Explain hiring and training criteria to attract staff of sufficient experience to operate this facility according to the guidelines set forth in these specifications. The Firm shall demonstrate that it has successful experience in the performance necessary to operate this facility including but not limited to; hiring and training of staff, management procedures, accounting, cash handling, marketing, customer service, Pro Shop operations, merchandising, food and beverage, turf care, and maintenance. Head Professional/Manager, Course Superintendent shall be full-time employees and Assistant Superintendent and Mechanic shall be full time or seasonal year round employees dedicated to this facility.

F. INFORMATION TO BE SUBMITTED

The following minimum information must be included in the numerical order presented below:

1. **Transmittal Letter** – State the Firm’s understanding of the scope of services required. The transmittal letter shall be signed by an owner, managing partner, or other person authorized to sign on behalf of the Firm.
2. **Table of Contents** – the proposal shall also include a Table of Contents, Index or other document which clearly identifies the material contained in the bid by section and page number.
3. **Summary of Work** – Indicate specifically how the Firm will meet the requirements of each category listed in **Section D, “Services to be Performed by Management Company.”**
4. **General Experience** - Provide a narrative description of Golf Course Management Services routinely provided by the Firm.
5. **Qualifications** – Provide a narrative description of experience in managing and operating 36-hole and 18-hole public play golf courses in the Northeastern United States.
6. **Firm History** – Provide information concerning the Firm’s history, (organization, time in existence, etc.), and financial viability showing the Firm’s economic stability, personnel stability and continuity and whether there are any anticipated dissolution, breakups, spin-offs, bankruptcies, or other changes in Firm’s business or have been within the past ten (10) years.

SPECIFICATIONS FOR GOLF COURSE MANAGEMENT OPERATIONS - Continued

Answer the following specific questions and provide the requested information in your bid.

- a. How many years has your organization been in business under its present business name?
- b. Under what other or former names has your organization operated?
- c. If your organization is a corporation, provide the following information: date of incorporation, State of incorporation, President's name, Vice President's name (s), Secretary's name, Treasurer's name.
- d. If the organization is a partnership, provide the following information: date of organization, type of partnership, name(s) of general partner(s).
- e. If your organization is individually owned, provide the following information: Date of organization, name of owner.
- f. Has your organization ever failed to complete any contract awarded to it?
- g. Within the last five (5) years, has any officer or principal of the organization ever been an officer or principal of another organization when it failed to complete a contract?
- h. Are there any judgments, claims, arbitration proceedings or lawsuits pending or outstanding against your organization or its officers?
- i. Has your organization filed any lawsuits or requested arbitration with regard to any contracts within the last five (5) years?
- j. Has any owner made a claim against you which has resulted in arbitration or litigation within the past five (5) years?
- k. Has your organization or any of its officers or owners been convicted of a crime, or are they presently the target of any criminal or administrative investigation.
- l. Has your organization or any of its officers or owners ever been disqualified, suspended, or debarred from a contract with any Federal, State, or local government entity?

If the answer to any questions, f through l is yes, please provide details.

7. **Liability Insurance** – Demonstrate that the Firm can comply with the insurance requirements.
8. **Successful Performance Data**
 - a. Submit a listing of public golf course(s) of similar size and quality managed and operated by the Firm within the past five (5) years, at least one of which must be currently managed by the Firm. Included in this list shall be the name of the course operated, the location of the course operated, and annual budget of the course operated, and the annual rounds of play at the course. Also include the name, address and telephone number of the owner's representative for the course who may be called for references.
 - b. Identify all professional organizations of which Firm or Firm's employees are members, along with any honors or awards bestowed upon the Firm or Firm's employees related to golf course management by such organizations.
9. **Firm's Philosophy** – Describe the Firm's business philosophy and specific approach which will be followed in providing golf course management services to Morris County Park Commission .

SPECIFICATIONS FOR GOLF COURSE MANAGEMENT OPERATIONS - Continued

10. **Personnel** – Provide a personnel matrix with the name of and attach resumes (if available at time of submission) of all key personnel (such as superintendent, clubhouse, manager, etc.) who will be involved in the delivery of the service (specify, maintenance and operations). Provide the name, title, address and telephone number of the Firm's representative who will serve as the lead contact in all communications and is legally authorized to act on behalf of the Firm. Attach a resume of all key individuals who will be responsible for this facility. Key individuals may not be removed or replaced without the owner's written approval.

11. **Staffing** – Describe how you intend to staff the facility. Identify all positions or job titles and the number of employees that will work in each position. Indicate, for each position, how many employees will be regular salaried employees of your firm and how many will be hourly or seasonal employees. List the number of employees, by title and position, who are currently employed by your firm, indicating which salaried employees are and which are hourly or seasonal employees. Explain your management structure and identify which offsite managerial employees will have oversight of, and responsibility for, this facility

12. **Mobilization and Implementation Plan**

The Firm must include as part of its bid proposal a mobilization and implementation plan, beginning with the date of notification of the proposal award. The mobilization and implementation plan should include the following elements:

- i. A detailed timetable for the mobilization and implementation period. This timetable should be designed to demonstrate how the Firm will have the Golf Course Property operational within a reasonable time, but no later than thirty (30) days after execution of the Operating Agreement.
- ii. The Firm's plan for the development and use of management, supervisory, or other key personnel during the mobilization and implementation period. The plan should show all management, supervisory, and key personnel that will be assigned to manage, supervise, and monitor the bidder's mobilization and implementation of the Operating Agreement within a reasonable time, but no later than thirty (30) days after execution of the Operating Agreement.

NOTE: The Firm should identify clearly the management, supervisory, or other key staff that will be assigned only during the mobilization and implementation period.

13. **Marketing Plan**

14. **Annual and Monthly Operating Budgets**

15. **Proposal Form**

16. **Purchasing Plan**

The Firm should submit a plan for the purchase and distribution of equipment, inventory, supplies, materials, etc., that will be required to fully implement the Operating Agreement on the required start date.

SPECIFICATIONS FOR GOLF COURSE MANAGEMENT OPERATIONS - Continued

17. Sub-Operators Plan

The Firm also should submit a plan for the use of sub-operators, if any, with respect to a pro shop. Emphasis should be placed on how any sub-operator identified will be involved in the mobilization and implementation plan.

18. **Additional Data** – Provide all additional information as required by these specifications and any other additional data or information that the Firm believes will assist the Morris County Park Commission in evaluating the Proposal.

19. Signature Page

G. SELECTION PROCESS

EVALUATION OF PROPOSALS

Proposals will be evaluated in accordance with N.J.S.A. 40A:11-4.1 et seq., by a Committee selected by the Morris County Park Commission's Executive Director. The proposals will be evaluated based on technical, management, experience, and cost-related criteria, weighted to meet the Commission's needs as well as N.J.S.A. 40a:11-4.4.B. The weighting accorded to each criteria is identified in **SCHEDULE N**. A contract will be awarded to the Management Company whose Proposal is the most advantageous to the Commission, price and other factors considered. The Park Commission reserves the right to interview Firms of its choice after proposals are opened but prior to completing the evaluation of the proposals. The following criteria will be used in the evaluation of the proposals.

Managing Criteria

1. The soundness of the Firm's plan for managing the golf course and clubhouse facilities particularly in public golf facilities in the Northeastern United States.
2. A demonstrated history of on-budget and contract compliant performance.
3. A documented history of management experience meeting the qualification requirements set forth in the Request for Proposals.
4. A record of business integrity.
5. Documentation of a sufficient number available and qualified in-house personnel and resources.
6. Level of experience, training, and qualifications of the Firm's key employees in the areas of administration, both at the facility level and the corporate management level.
7. Level of experience, training, and qualifications of the Firm's employees in the areas of golf course and equipment maintenance.
8. Documented experience in the areas of conservation oriented golf course management practices and integrated pest management.
9. Documented experience in operating golf courses in the Northeastern United States with particular recent experience in the State of New Jersey.

SPECIFICATIONS FOR GOLF COURSE MANAGEMENT OPERATIONS - Continued

Technical Criteria

1. The ability of the Firm to demonstrate a clear understanding of the scope of the work and the Commission's objectives as identified in the Request for Proposals, including but not limited to the areas of water and natural resource conservation and integrated pest management practices.
2. The extent of the completeness and overall responsiveness of the Proposal to the requirements of the Request for Proposal.

Cost Criteria

1. How the cost compares to other similarly scored Proposals.
2. Sufficiency of financial resources to meet the Firm's obligations.

The Morris County Park Commission reserves the right, in its sole discretion to request additional information which it deems necessary to evaluate, and, to extend Proposal time lines, and to reject any and all proposals received in response to this RFP. The Morris County Park Commission is under no obligation to award any contract.

Schedule A
Maintenance Equipment Inventory
Flanders Valley Golf Course

Type	Year	Description	Hours	Cost	Serial Number
Aerators/Seeders	2006	Redexim Overseeder 1575		10,849.00	C35725
Aerators/Seeders	1998	Verti Drain 7316		16,000.00	20867
Aerators/Seeders	1998	Verti Drain 7316		16,000.00	20866
Aerators/Seeders	2011	John Deere Aercore 2000		26,444.00	TC2000X055029
Aerators/Seeders	2009	Toro Pro Core 648	342	23,620.00	
Aerators/Seeders	1990's	Ryan Greensaire 24			LM21294
Aerators/Seeders	1990's	Ryan Greensaire 24			LM22398
Aerators/Seeders	1990's	Ryan Greensaire 24			LM21300
Aerators/Seeders	1990's	Ryan Greensaire 24			LM22073
Aerators/Seeders	1990's	Aerovator			8E60-4437
Blowers	1990's	Therien 3 Point Hitch		3,799.00	TS1-175
Blowers	1990's	Therien 3 Point Hitch		3,799.00	TS1-176
Blowers	1990's	Agri-Metal BW360		2,287.00	10781
Blowers	1990's	Agri-Metal BW360		2,287.00	10783
Blowers	1999	Agri-Metal BW360		2,995.00	19650
Blowers	1999	Agri-Metal BW360		2,995.00	19651
Blowers	2008	Therien 3 Point Hitch			TS1-318
Blowers	2010	Cyclone 8000		3,995.00	18232
Blowers	2010	Cyclone 8000		3,995.00	18226
Blowers	2011	Cyclone 8000		4,032.00	18575
Blowers	2011	Cyclone 8000		4,032.00	18576
Bunker Rakes	2002	Toro Sand Pro 3020	3,336	14,476.00	08814-22000345
Bunker Rakes	1996	Cushman Bunker Rake	2,601	11,000.00	96010631
Bunker Rakes	2004	Smithco Super Rake	1,000	11,795.00	6493
Bunker Rakes	1999	Toro Sand Pro 3020	3,859	11,686.00	08885-90442
Bunker Rakes	2004	Smithco Bunker Rake	830	11,795.00	5232
Bunker Rakes	2012	Smithco Super Star V 42-000F	250	17,447.00	6086
Bunker Rakes	2013	Smithco Super Star V 42-000F	100	17,621.00	6220
Fairway Mowers	2007	Jacobsen LF 3800 LF1	1,752	42,000.00	6794802384
Fairway Mowers	2010	Jacobsen LF 3400 (4)	323	46,289.00	-1867
Fairway Mowers	2010	Jacobsen LF 3400 (3)	889	46,289.00	1666
Fairway Mowers	2010	Jacobsen LF 3400 (2)	968	46,289.00	6797201768
Greens Mower Triplex/Walker	2007	Jacobsen GK IV	1,742	19,546.00	6228702707
Greens Mower Triplex/Walker	2004	Jacobsen GK IV	2,005	18,977.00	6228702664
Greens Mower Triplex/Walker	1995	Jacobsen GK IV	3,006	11,600.00	62257-3407
Greens Mower Triplex/Walker	2002	Jacobsen GK IV	887	17,870.00	62287-01916
Greens Mower Triplex/Walker	2002	Jacobsen GK IV	1,040	17,870.00	62287-01927
Greens Mower Triplex/Walker	2003	Jacobsen GK IV	2,569	18,400.00	62287-02071
Greens Mower Triplex/Walker	2004	Jacobsen GK IV	1,662	18,729.00	62287-02248
Greens Mower Triplex/Walker	2005	Jacobsen GK IV	898	18,729.00	62287-02517
Greens Mower Triplex/Walker	1998	Jacobsen GK IV (roller 98-2)	2,271	18,500.00	62257-4691
Greens Mower Triplex/Walker	1998	Jacobsen GK IV	3,278	18,500.00	4693
Greens Mower Triplex/Walker	1999	Jacobsen GK IV (roller)	2,856	16,500.00	6226001933
Greens Mower Triplex/Walker	1999	Jacobsen GK IV	4,060	16,500.00	6226002024
Greens Mower Triplex/Walker	2000	Jacobsen GK IV	3,376	17,305.00	6226002412
Greens Mower Triplex/Walker	2008	Jacobsen GK IV plus (G8)	820	20,000.00	62288-05749
Greens Mower Triplex/Walker	2008	Jacobsen GK IV plus (10-1)	1,076	20,000.00	6230301884
Greens Mower Triplex/Walker	2011	Jacobsen GK IV	319	22,979.00	6230601824
Greens Mower Triplex/Walker	2000	John Deere 220A Walkmower 95-1		4,720.00	002-061961
Greens Mower Triplex/Walker	2012	Jacobsen Greens King IV	380	25,421.00	6230602031
Greens Mower Triplex/Walker	2013	Jacobsen Greens King IV		27,921.00	
Leaf Vac/Sweeper/Core Harvester	2009	Toro Leaf Vac		17,104.00	07081-280000134
Leaf Vac/Sweeper/Core Harvester	2010	Therien Leaf Vac		21,434.00	TV1-163
Leaf Vac/Sweeper/Core Harvester	1993	Cushman Core Harvester		6,000.00	A0077403
Leaf Vac/Sweeper/Core Harvester	1990	Cushman Core Harvester			A92010039
Loaders	1988	Ford Backhoe/loader 555C		32,000.00	A406889
Loaders	1988	Kubota Backhoe/loader L2550			534644
Misc Equipment	1990	Hotsy Steam Cleaner		2,500.00	C748600390
Misc Equipment	1997	Meyers Snow Plow 81/2 ft.		4,509.00	472509286
Misc Equipment	1981	Ryan Sod Cutter Mod 544844		1,584.00	5448448110
Misc Equipment	1993	John Deere Chipper Bandit		11,000.00	6257861121
Misc Equipment	1985	York Rake		2,500.00	RE-226995736
Misc Equipment	2012	(2) Sets Vibratory Rollers (True Surface)		17,990.00	(3) VR071697 (3) VR071696
Misc Equipment	2012	Gandy Greens Brush		1,290.00	137361
Misc Equipment	2012	Ditch Witch			402
Pond Fountains		#9 Red Fountain		5,985.00	A3027489
Pond Fountains		#9 Red Fountain		5,985.00	A3028489
Pond Fountains		Otterbine Sunburst		3,860.00	
Pond Fountains		Otterbine Sunburst		3,860.00	
Pond Fountains		Otterbine Sunburst		3,860.00	
Pond Fountains		#18 Gold Fountain		4,304.00	F1049-997
Pond Fountains		#5 White Fountain		5,985.00	F0438593
Pond Fountains		#9 White Fountain		5,030.00	F0669-794
Pond Fountains		#9 Red Fountain		5,985.00	A3051590
Pond Fountains		#5 White Fountain		5,985.00	F0434593

Schedule A
Maintenance Equipment Inventory
Flanders Valley Golf Course

Type	Year	Description	Hours	Cost	Serial Number
Rough Mowers	2001	Toro Groundsmaster 3500 SW1	3,660	27,990.00	30821-21000038
Rough Mowers	2001	Toro Groundsmaster 3500 SW2	3,604	27,990.00	30821-210000466
Rough Mowers	2003	John Deere MX6 Field Mower		1,500.00	W00MX6X008126
Rough Mowers	2005	Progressive Flex 120 SM Prk		11,319.00	527812
Rough Mowers	2005	Toro Groundsmaster 3500 SW3	3,486	28,000.00	4913
Rough Mowers	2010	Jacobsen AR3		34,627.00	AR30003
Rough Mowers	2011	Toro Groundsmaster 3500	881	30,607.00	30839-311000581
Rough Mowers	2011	Toro Groundsmaster 4500	1,023	51,218.00	30857-311000393
Rough Mowers	2011	Toro Groundsmaster 4500	1,045	51,128.00	30857-311000404
Rough Mowers	2012	Toro Groundsmaster 4500	615	52,809.00	312000222
Rough Mowers	2012	Toro Groundsmaster 3500	520	32,036.00	312000629
Rough Mowers		Brush Hog			7138
Rough Mowers	2013	Toro Groundsmaster 3500	184	33,116.00	
Shop Equipment		Airlift Table Extension		1,447.00	99568
Shop Equipment		Sharpener Rotary Blades		4,267.00	488
Shop Equipment	1987	Coates Tire Changer Mod 40-40-SA		1,300.00	4040S3861
Shop Equipment		Speedair Air Compressor		1,200.00	37893
Shop Equipment		Hydraulic Hose Maker		3,000.00	E71P0935P-YN
Shop Equipment	2008	Foley Accumaster Reel Grinder		32,249.00	80D65201078
Shop Equipment	2008	Foley Accumaster Pro Bedknife Grinder		15,699.00	80867001933
Sprayers	2007	Toro Multi Pro 5700 D	869	41,500.00	270000284
Sprayers	1999	Toro 1100	DC	17,653.00	90373
Sprayers	2008	Toro Multi Pro 5700 D	777	42,000.00	280000213
Sprayers	2012	Toro Multi Pro 5800	48	40,469.00	312000162
Spreader	2005	Lely PTO Spreader		2,498.00	5394
Spreader	2006	Lely PTO Spreader		2,498.00	5406
Spreader	2009	Vicon	240	27,314.00	07360-290000127
Topdressers	1999	Cushman TD 2000 (with workman see Utility Vehicle)			98006280
Topdressers	1998	Jacobsen			6968152881
Topdressers	2009	Propass Topdresser		11,876.00	21461
Topdressers	2010	Turfco Topdresser 5 yard		29,895.00	N00535
Tractors	2001	John Deere 4600	4,986	19,000.00	465749
Tractors	2003	John Deere 4710	8,902,890	17,990.00	LV4710P275499
Tractors	2001	John Deere 4600	5,460	18,890.00	LV4600P465749
Tractors	2006	Kubota 5030 GST	2,474	21,143.00	38478
Tractors	2005	Kubota 5030	2,923	22,376.00	32040
Tractors	1999	John Deere 4600 L2	5,550	15,680.00	LV4600P262741
Tractors	1999	John Deere 4600 L3	6,234	15,680.00	LV4600P262740
Tractors	1996	John Deere 5300 T3	5,684	16,000.00	532425
Tractors	2009	Kubota M7040	556	25,833.00	81079
Utility Vehicle	1993	John Deere Gator 4x2		6,000.00	9793
Utility Vehicle	2006	EZGO ST-480	1,000	7,895.00	2422009
Utility Vehicle	1997	Cushman Jr.	3,000	9,200.00	96013792
Utility Vehicle	2006	EZGO ST-480	1,000	7,895.00	2422011
Utility Vehicle	2005	Toro Workman 2100	2,754	6,278.00	07253-2400005DI
Utility Vehicle	2005	Toro Workman 2100	2,374	6,278.00	07253-240000418
Utility Vehicle	2004	Toro Workman 2100	2,433	5,775.00	240000107
Utility Vehicle	2002	Cushman Jr. 898543 Topdresser	534	15,950.00	5718
Utility Vehicle	2003	Cushman 4800 (workhorse)		9,975.00	2025663
Utility Vehicle	1997	Cushman Jr.	3,000	9,200.00	96013784
Utility Vehicle	1997	Jacobsen Truckster SV2322	500	5,375.00	5449
Utility Vehicle	1999	Jacobsen 1110		5,900.00	840247542
Utility Vehicle	1999	Jacobsen 1110		5,900.00	8402408325
Utility Vehicle	2000	Cushman Jr.	2,000	9,785.00	99004933
Utility Vehicle	2000	Cushman Jr.	2,000	9,785.00	99004956
Utility Vehicle	1990	Cushman (coreharvestor)	1,749	9,000.00	9010
Utility Vehicle		EZGO Refreshment Cart - BV		11,000.00	
Utility Vehicle	1995	Cushman	7,843	8,000.00	95004424
Utility Vehicle	1996	Jacobsen 1110 Hauler		4,900.00	840214678
Utility Vehicle	2009	Toro Workman 3200 Vicon	240	27,314.00	07360-290000127
Utility Vehicle	2010	Cushman (orange)	443	22,166.00	8.4056E+11
Utility Vehicle	2012	Workman MDX	387	10,522.00	311000746
Utility Vehicle	2012	Workman MDX	377	10,522.00	311000748
Utility Vehicle	2012	Cushman 84067 HD	124	23,979.00	8.4067E+11
Utility Vehicle	2006	Cushman (orange)	252		2283
Utility Vehicle	2007	Cushman (green)	300		293
Utility Vehicle	2013	Workman MDX	174	10,380.00	
Utility Vehicle	2013	Workman MDX	117	10,380.00	

Schedule A
Maintenance Equipment Inventory
Pinch Brook Golf Course

Type	Year	Description	Hours	Cost	Serial Number
Aerators/Seeders	2002	John Deere Aercore 1000		15,430.00	TC1000X040060
Aerators/Seeders	2007	John Deere Aercore 1500		22,129.00	TC1500X070036
Aerators/Seeders	2008	Toro Procore 648	289	20,864.00	280000963
Aerators/Seeders	2004	Redexim 1500A Seeder	2,216	9,850.00	2035076
Blowers	2002	Agrimetal BW 300		3,190.00	22455
Blowers	2006	Therrien TS1		3,900.00	TS1216
Blowers	2012	Therrien PB 200		3,749.00	280
Bunker Rakes		Jacobsen Sand Scorpion	1,350	5,000.00	88005-01797
Bunker Rakes	2011	Smithco Superstar V4L	479	16,339.00	5896
Fairway Mowers	2008	Toro 5210	1,117	39,732.00	280000344
Fairway Mowers	2011	Toro 5210	485	44,877.00	311000178
Greens Mower Triplex/Walker	1999	John Deere 220A walkmower		4,550.00	M00220A050782
Greens Mower Triplex/Walker	2000	John Deere 220A walkmower		4,650.00	M00220A055003
Greens Mower Triplex/Walker	2000	John Deere 220A walkmower		4,650.00	M00220A055001
Greens Mower Triplex/Walker		John Deere 220B walkmower		5,000.00	M0220BX016907
Greens Mower Triplex/Walker		John Deere 220A walkmower		5,000.00	M00220A010185
Greens Mower Triplex/Walker	2003	John Deere 2500A Triplex		15,900.00	TC250AG-010141
Greens Mower Triplex/Walker	2003	John Deere 2500A Triplex		15,900.00	TC250AG-010188
Greens Mower Triplex/Walker	2006	Toro 3050 Triplex	3,168	21,625.00	260000168
Greens Mower Triplex/Walker	2007	Toro 3050 Triplex	2,076	21,625.00	230000120
Greens Mower Triplex/Walker	2009	Jacobsen G-Plex III Triplex		27,929.00	FJ000679
Greens Mower Triplex/Walker	2011	Jacobsen GK IV	624	22,979.00	6230601815
Greens Mower Triplex/Walker	2011	Jacobsen GK IV	587	22,979.00	6230601813
Leaf Vac/Sweeper/Core Harvester	2000	Goosen Leaf Vac G-350		9,600.00	241
Leaf Vac/Sweeper/Core Harvester	2010	Toro Pro Sweep 5200		13,644.00	290000106
Leaf Vac/Sweeper/Core Harvester	2013	Smithco V62 Leaf Vac		21,719.00	
Loader	2002	John Deere Backhoe and Bucket	1,553	6,500.00	LV0047X050671
Loader		Ford 555 D Backhoe and Loader			AB18676
Misc Equipment	1995	Disc Cultivator John Deere 620		2,000.00	N0006202943
Misc Equipment	2008	Core Pulverizor John Deere CP48		7,766.00	TCCP48X0
Misc Equipment	2002	Laser Level Spectra 1242		11,000.00	4864
Misc Equipment		Turf Brush Gandy			
Misc Equipment	2012	Smithco Typhoon Bunker Pump		5,339.00	J501-118
Pond Fountains		Aquamaster		4,678.00	24212
Pond Fountains		Aquamaster AUQ5432-3SC		4,678.00	24213
Rough Mowers	2004	Progressive Pro-Flex		11,319.00	9427776
Rough Mowers	2009	National 8400	744	18,649.00	8501
Rough Mowers	2010	National 8400	373	19,000.00	8537
Rough Mowers	2009	Toro Groundsmaster 3500	1,632	35,503.00	80839-290000353
Rough Mowers	2012	Progressive Pro Flex 120-11		19,429.00	122717288
Shop Equipment	2001	Reel Grinder Bernhard ED 30000E		22,720.00	12715
Shop Equipment	2001	Bed Knife Grinder Angle Master		10,370.00	12718
Shop Equipment	1987	Air Compressor Saylor-Beall			5A-143-JJ
Sprayers	2000	Toro 1100	935	14,000.00	20403
Sprayers	2004	Toro Multi Pro 5600	682	35,226.00	41568-230000129
Sprayers	2006	Toro Multi Pro 1250	776	26,418.00	41177-260000241
Spreaders	2012	Lely WFR Tow Behind		4,489.00	2.32021E+14
Topdresser	2005	Turfco 1530		9,995.00	F00158
Tractors	2000	Kubota M4900	4,300	18,175.00	10352
Tractors	2002	John Deere 4200 (loader)	1,553	11,200.00	LV4200H422246
Tractors	2005	John Deere 5425	3,016	22,000.00	1004495
Utility Vehicle	1999	Toro Workman 3200	4,338	14,095.00	20000405
Utility Vehicle	2000	Toro Workman 3200	3,219	12,580.00	210000332
Utility Vehicle	2002	Jacobsen 1110 Hauler		4,929.00	84024-10373
Utility Vehicle	2003	Jacobsen 1110 Hauler		4,929.00	84024-10375
Utility Vehicle	2004	EZGO 1200	995	6,569.00	2155955
Utility Vehicle	2006	EZGO ST	758	6,696.00	2445545
Utility Vehicle	2006	Toro Workman 3200	2,411	25,000.00	260000400
Utility Vehicle	2010	EZGO MPT	200	7,670.00	2710624
Utility Vehicle	2012	Toro Workman HDX	511	19,025.00	07367-312001087
Utility Vehicle	2012	EZGO MPT 1200	89	7,916.00	2819583
Utility Vehicle	2012	EZGO MPT 1200	57	7,916.00	2819585
Utility Vehicle	2013	Workman HDX	105	21,267.00	312001027
Utility Vehicle	2013	EZGO MPT 1200	49	7,056.00	3022671
Utility Vehicle	2013	EZGO MPT 1200	210	7,056.00	819583

Schedule A
Maintenance Equipment Inventory
Sunset Valley Golf Course

Type	Year	Description	Hours	Cost	Serial Number
Aerators/Seeders	2004	Ryan GA 24		10,579.00	54490701829
Aerators/Seeders	2004	Ryan GA 24		10,579.00	544872
Aerators/Seeders	2012	Maredo GT 410 Spiker Seeder		10,179.00	162610800,3,1
Aerators/Seeders	2013	Toro Pro Core 648	66	21,442.00	
Blowers	2010	Buffalo Cyclone 8000		3,995.00	18016
Blowers	2001	Giant Vac			71101095
Blowers	2005	Selbro ProBlow		3,395.00	230785
Blowers	1997	Goosen Track Blow		2,750.00	687
Blowers	1999	Goosen Track Blow		3,000.00	547
Blowers	1988	Olathe Model 67			671273
Blowers	2012	Buffalo Cyclone 8000 Turbine Blower		3,433.00	18531
Bunker Rakes	1996	Toro 5000 bunker Rake	3,291	10,000.00	888160260
Bunker Rakes	2004	Toro 3020 Bunker Rake	2,974	13,804.00	240000596
Fairway Mowers	2003	Toro Reelmaster 5200 D	2,997	35,800.00	230000290
Fairway Mowers	2009	Toro Reelmaster 5410 D	678	45,558.00	290000121
Fly Mow	2006	Allen 418		679.00	D1003056
Fly Mow	2006	Allen 418		679.00	D1003063
Fly Mow	2006	Allen 418		679.00	D1003071
Fly Mow	2006	Allen 418		679.00	D1003084
Greens Mower Triplex/Walker	2000	Toro Greensmaster 3100	3,956	20,300.00	200000332
Greens Mower Triplex/Walker	2001	Toro Greensmaster 3100	3,876	20,460.00	200001138
Greens Mower Triplex/Walker	2003	Toro Greensmaster 3150	3,496	24,300.00	220000376
Greens Mower Triplex/Walker	2007	Toro Greensmaster 3150	1,836	25,000.00	270000206
Greens Mower Triplex/Walker	2012	Toro Greensmaster 3150	362	26,844.00	312000712
Greens Mower Triplex/Walker	1994	Jacobsen Walk Mower 422		4,500.00	62244289
Greens Mower Triplex/Walker	1996	Jacobsen Walk Mower 522		5,000.00	622612888
Greens Mower Triplex/Walker	1997	Jacobsen Walk Mower 522		5,150.00	62261H579
Greens Mower Triplex/Walker	2001	Jacobsen Walk Mower 528		5,675.00	622851788
Greens Mower Triplex/Walker	2005	Jacobsen Walk Mower 526		8,064.00	6228502255
Greens Mower Triplex/Walker	2006	Jacobsen Walk Mower 526		8,064.00	6228502330
Leaf Vac/Sweepere/Core Harvester	1986	Core Harvester		2,000.00	Out of service
Leaf Vac/Sweepere/Core Harvester	2005	Ryan Core Harvester			4119652-02178
Leaf Vac/Sweepere/Core Harvester	2010	Therien Vac 20 D		21,434.00	TV1-164
Loaders	1997	Case Skid Steer	1,387	16,800.00	JAF0184049
Loaders	1997	Case D100XR		9,365.00	JAF0217706
Loaders	2008	Kubota L 48 Back Hoe	177		A0628
Misc Equipment	1997	Millermatic Curb Maker		5,650.00	Not on site
Misc Equipment	1977	York Rake		1,050.00	SB4662
Misc Equipment	1997	Sod Cutter		3,770.00	98501457
Misc Equipment	1997	Tote Trailer for Sod Cutter			98505949
Misc Equipment	1993	Vibratory Plate		1,900.00	697172
Pond Fountains	1993	Otterbine Fountain		4,575.00	Out of service
Pond Fountains	1993	Otterbine Fountain		4,575.00	90433595
Pond Fountains	2005	Otterbine Fountain			E3-0407-10434
Pond Fountains	2005	Otterbine Fountain			E3-0304-10199
Rollers	1997	Salsco Greens Roller		7,500.00	9.70E+15
Rough Mowers	2002	Toro Groundsmaster 3280	1,950	14,200.00	220000472
Rough Mowers	2010	Toro Groundsmaster 4500	1,818	54,495.00	310000291
Rough Mowers	2011	Toro Groundsmaster 3500	910	30,607.00	30839-311000608
Rough Mowers	2013	Toro Groundsmaster 3500	130	33,116.00	
Shop Equipment	1988	Karcher Steam Cleaner		2,400.00	10057
Shop Equipment	1997	Mig Welder		1,900.00	KH376361
Shop Equipment	2003	Sunex Drill Press			2J4116H
Shop Equipment	1997	Dayton Air Compressor			K2125157892106T34
Shop Equipment	2012	Foley Accu-Pro 6720901 Bedknife Grinder		17,589.00	40402111109
Snow Plows		Western 8' Snow Plow			60390
Snow Plows		Western 9' Snow plow			Unknown
Sprayers	2001	Toro Multi Pro 5500 (300 gal)	1,201	33,400.00	210000173
Sprayers	2006	Toro Multi Pro 1250	1,195	26,418.00	260000129
Sprayers	2013	Toro Multi Pro 5800 (300 gal)	2	39,884.00	

Schedule A
Maintenance Equipment Inventory
Sunset Valley Golf Course

<u>Type</u>	<u>Year</u>	<u>Description</u>	<u>Hours</u>	<u>Cost</u>	<u>Serial Number</u>
Spreaders	1975	Lely Spreader		475.00	No # Listed
Spreaders	1994	Salt Spreader		1,200.00	No # Listed
Spreaders	2001	Cushman Spreader		500.00	816850
Spreaders	2008	Spyker Mulch and More			No # Listed
Topdresser	2004	Turfco Wide Spin 1530		9,779.00	85803 E00319
Tow Behind Aerator	1985	Jacobsen 548			82548-3851
Tractor Mounted Seeder	1985	Jacobsen 548-100			082201-3583
Tractors	1995	Ford 3930	3,525	13,000.00	007008B
Tractors	2000	Case C50	1,929	23,000.00	C050RN3JJE1014709
Trimmers	2002	Stihl FS 80		250.00	253470542
Trimmers	2002	Stihl FS 80		250.00	253470547
Trimmers	2006	Stihl FS 80		262.00	264818496
Trimmers	2006	Stihl FS 80		262.00	264818121
Trimmers	2009	Stihl FS 80		275.00	279907659
Trimmers	2010	Redmax Reciprocating Trimmer			SGC22401570702408
Utility Vehicle	1996	Cushman Truckster	1,742	11,000.00	2413562
Utility Vehicle	1999	Toro Workman 3200	3,423	13,480.00	90343
Utility Vehicle	2000	Toro Workman 3200	4,853	14,095.00	200000263
Utility Vehicle	2001	Toro Workman 2100	1,035	6,360.00	190000612
Utility Vehicle	2002	Toro Workman 2100	1,018	6,560.00	230000295
Utility Vehicle	2004	Cushman Truckster	1,246	16,795.00	2236157
Utility Vehicle	2004	Cushman Truckster	209	16,795.00	21912338
Utility Vehicle	2007	Cushman Truckster	565	18,875.00	2474027
Utility Vehicle	2007	Kawasaki Mule 600	1,464	10,985.00	JK1AFEB187B506853
Utility Vehicle	2008	Toro Workman 3200	953	19,103.00	28000249
Utility Vehicle	2009	Cushman Truckster	829	27,314.00	84056-0001802
Utility Vehicle	2011	EZGO 800	300	6,970.00	2770960
Utility Vehicle	2011	EZGO 1200	300	7,670.00	2770738
Utility Vehicle	2012	EZGO MPT 1200	200	7,916.00	2819587
Walk Behind Deck Mower	2007	Toro TurboForce 36"		2,910.00	270000138
Water Reel	2007	Kifco B-140C		5,999.00	420430WRB3C

Schedule B
 Kitchen/Food Concession Inventory
 Flanders Valley Golf Course

<u>Manufacturer</u>	<u>Item</u>	<u>Serial Number</u>
Metal storage shelving	(2) 72"HX48"Lx18"D	
Leader	(2) Beverage Cooler 8 shelf glass doors	
Cecilware	(2) Electric Fryer Double Basket Flat Griddle 24"X48"	
	72"x31"x28"	
	Bain Marie 32"x36"x31" 3 bay sink w/2 faucets	
Woods	Chest Freezer 46"x27"x36"	Model C1501W3
Bunn	Coffee Maker	CW Series
	Hood w/fire suppression system	
11	Hot Dog Roller	
Hoslizaki	Ice Maker w/250+ ice bin	
	Otis Spunkmeyer cookie oven	
Frigidaire	Refrigerator freezer 18.2 cu. Ft	
HoBart	Slicer	Model 1612
Lancer	Soda Dispenser w/ice Bin 8 Heads	Misel #2308
	Stainless table w/2 shelves	

Schedule B
Kitchen/Food Concession Inventory
Pinch Brook Golf Course

<u>Manufacturer</u>	<u>Item</u>	<u>Serial Number</u>
	(3) Steel Storage Shelves	
	(3) Steel Storage Shelves 84"x48"x18"	
	3 Bay stainless sink w/2 faucets 72"x48"x18"	
	Bain Marie 32"x36"x31"	
Tru Bev	Beverage cooler 4 shelf	GOM-23
Fridgidaire	Chest Freezer	
Woods	Chest Freezer 24.2 cu.ft	
	Churro Warmer	
Bunn	Coffee Maker	CWTF15-APS_PF
Hobart	Commercial Dishwasher	
Traulsen	Commercial Freezer	
Traulsen	Commercial Refrigerator	GHT-2-3NUT
	Flat Griddle 24"x48"	
	Front work area w/sink 108"x24"	
Cecilware	Gas Fryer	
Nemco	Hot Dog Roller	
Hoshizaki	Ice maker 2/250+ ice bin	
	Otis Spunkmeyer Cookie Oven	
	Prep Table 6 ft.	
	Pretzel Warmer	
	Range Hood w/fire system	
Hobart	Slicer	512 TMS
	Snapple Beverage Cooler -5 shelf	
	Soda Dispenser – 6 head	
	Work Counter w/sink 10 ft.	

Schedule B
 Kitchen/Food Concession Inventory
 Sunset Valley Golf Course

<u>Manufacturer</u>	<u>Item</u>	<u>Serial No.</u>
	3 Bay sink with counter 8 ft.	
Command Continental Freezer	4 Door	28 LT-HD
	Bain Marie 36X32	
	Beverage cooler 10 shelf – sliding glass doors	
Continental	Beverage fridge 2 sliding doors 8 shelf.	
Sears	Chest Freezer	253-9133380
Bunn	Coffee Maker	Model CWTF 15 Amps
	Counter with sink 10 ft various drawers	
	Counter-8 ft. various shelves	
Gibson	Freezer – upright	
Turbo Air	Fridge Beverage Reach in 8 Shelves	
Wells	Fryer – 2 Basket	
Superior	Griddle (gas) 24” x 36”	
	Hot Dog Roller	
	Ice cream freezer – chest w/2 glass doors 48”x2”	
Hoshizaki	Ice maker w/ 250+/ice bin	
	metal shelves 48”x81”x18”	
	Otis Spunkmeyer cookie oven	
	Range Hood w/fire system	
General Electric	Refrigerator 18.2 cu ft	
Hobart	Slicer	1612
Lancer	Soda dispenser/ice bin 8 Head	

SCHEDULE C

MAINTENANCE STANDARDS

1. General Statements
2. Irrigation System
3. Clubhouse
4. Agricultural Chemicals
5. Fertilizer
6. Mowing, Maintenance, and Cultivation
 - a. Greens
 - b. Tees and Approaches
 - c. Fairways
 - d. Rough
7. Bunkers
8. Ponds
9. Trees and Shrubs
10. Cart Paths
11. Other Maintenance Issues
12. Maintenance Reports

SCHEDULE C
MAINTENANCE STANDARDS

1. General Statements

It is the intention of the Morris County Park Commission to maintain this facility in an environmentally sensitive manner. It is required that the Management Company institutes an Integrated Pest Management Plan for maintaining this property. This plan will be reviewed by the Morris County Manager of Golf Course Maintenance and discussed with the Superintendent in charge of the property. The specifications for maintenance in this contract are an indication of minimum requirements. In no way do they limit the responsibility of the Management Company or their representative.

The Management Company will be responsible for the purchase and application of supplies, materials and equipment needed for the proper maintenance of buildings, facilities and the golf course.

The Management Company will be responsible for the maintenance and operation of the entire irrigation system in accordance with manufacturers recommended maintenance schedules, including the winterizing of the system annually. All necessary repairs and the acquisition of the parts for those repairs is the responsibility of the Management Company.

The Management Company will sample and have tested soils from greens, tees and fairways at Rutgers Soil Testing Laboratory or another recognized soil testing laboratory agreed upon with the Morris County Manager of Golf Course Maintenance. Soil test results will be used to establish an appropriate fertilizer program.

The Management Company will be responsible for providing professional agronomic consultants if turf conditions do not meet competitive standards as determined by The Morris County Manager of Golf Course Maintenance. The application of recommendations by turf consultants shall be the responsibility of the Management Company.

The Management Company shall keep and maintain all buildings and structures on the golf course site in good repair and free from leaks, pests, and rodents and infiltration of the elements.

The Management Company shall protect the golf turf when excessively wet or frosted by delaying access by golfers and or restricting cart traffic to cart paths.

The Management Company shall be responsible for the daily maintenance of the restrooms, both fixed and portable. Rest rooms shall be kept clean and sanitary fully supplied with soap, towels, toilet paper, and all other necessary supplies.

The Management Company shall repair or replace any and all fencing when needed; all locking devices will be kept operable and locked in place when appropriate. Morris County Park Commission representative will have ability to open and close all locks.

SCHEDULE C

MAINTENANCE STANDARDS - Continued

2. Irrigation System

The Management Company shall perform all irrigation operations in compliance with the New Jersey Department of Environmental Protection water allocation permit issued to the Morris County Park Commission for this property. The cost of the permit renewals are the responsibility of the Management Company. A copy of this permit is attached as schedule C.

Irrigation shall be applied in such a manner as to minimize impact on golfers and to optimize the health of the turf. When necessary, hand watering shall be used to apply moisture and temperature controls to greens and tees. Irrigation shall not be applied in such a way as to cause runoff of pest control materials or fertilizer. The Morris County Park Commission's Manager of Golf Course Maintenance shall have full access to pump station, irrigation controllers, PC base station, and water allocation records.

If at any time restrictions are placed on irrigation applications by any regulatory body, the Management Company will take steps to protect wilted turf by restricting cart traffic to the cart paths.

The Management Company must keep all isolation valve boxes clearly marked and visible at all times. Sprinkler heads must be trimmed of turf once per year or as needed. Any and all irrigation leaks must be repaired within one day of discovery. The Morris County Manager of Golf Course Maintenance will do periodic inspections of the irrigation system; report results to the Superintendent assigned to the property and expect needed repairs and maintenance to be done promptly.

Any and all repairs to the pump station must be performed by authorized, licensed technicians. Electrical repairs must be performed by a licensed electrician capable of working with high voltage multi-phase systems. Pump repairs shall be performed by technicians trained by authorized irrigation system dealers and or service companies. The costs of any repairs or maintenance to the irrigation system are the responsibility of the Management Company.

Any repairs to the piping on the golf course shall be in conformity with the existing irrigation as built drawings. Drains that are added or altered should be noted on the as built drawings. No changes in piping, irrigation or drainage, shall be applied without prior examination by Morris County Park Commission's Manager of Golf Course Maintenance.

Management Company shall maintain, remove and install, and service pond aerators in irrigation ponds and general ponds if applicable. Aerators will be serviced every winter to insure proper performance during the golf season.

3. Clubhouse

The Management Company shall maintain and operate the clubhouse irrigation system to maximize its effectiveness and to insure healthy turf and ornamental plants around the clubhouse. The turf shall be mowed once per week during the golf season, including

SCHEDULE C

MAINTENANCE STANDARDS - Continued

both sides of entrance road, area outside gate, and islands in parking lot. Weed control materials and fertilizer will be applied to these areas at appropriate times to insure healthy weed free turf. Weeds shall be controlled along curbs and fences with appropriate herbicide applications.

Parking lots shall not be used to store equipment or materials for a period longer than 7 days. Temporary storage of bulk materials is allowed but no longer than 7 days. Every effort will be made by the Management Company to keep entrance and parking areas neat and clean for parking.

4. Agricultural Chemicals

Herbicides, fungicides, and insecticides as well as any other materials that are regulated by the New Jersey Department of Environmental Protection shall be applied according to label directions and only by properly licensed operators and applicators.

Records of all applications shall be kept in an organized timely manner in accordance with New Jersey Department of Environmental Protection Pesticide Control Program requirements. The Morris County Park Commission's Manager of Golf Course Maintenance shall have full access to these records and the chemical storage facility itself. It should be known by the Management Company that a county agent shall periodically review and comment on records as well as agricultural chemical inventory.

The Management Company is required to apply pesticides (herbicides, fungicides, insecticides, etc.) as called for by time of year, seasonal temperature and humidity change and the presence of disease or insect damage symptoms, in such a way as to minimize the impact of these pests on turf conditions. There is a zero tolerance for pest damage in putting greens at all times of the season.

It is expected that the Management Company's Superintendent will have an IPM plan in place and have access to the necessary materials and equipment to initiate that plan. The Morris County Park Commission's Manager of Golf Course Maintenance shall periodically review the performance of this plan.

The Management Company is required to apply growth regulators to greens, tees and fairways to insure clean, clipping free surfaces for the playing of the game of golf. Regulators shall be applied according to label directions to insure proper performance.

All rough shall be spot sprayed to control weeds at the beginning of the season. Bunker banks and edges may have to be done by hand, backpack sprayers, to insure a thorough job. Pre emerge crabgrass control shall be applied to tees, collars, approaches, and fairways at the appropriate time to minimize germination of crabgrass. Applications of post emerge crabgrass controls are to be applied to green surrounds and bunker banks as needed.

SCHEDULE C

MAINTENANCE STANDARDS - Continued

The Superintendent is expected to be up to date on Agricultural Chemical and Organic materials new to the market and to introduce new products to the golf course when beneficial to the overall health and well-being of the turf. Any organic approach to pest control must be considered for use and discussed with the Morris County Park Commission's Manager of Golf Course Maintenance.

Greens, Tees, and Fairways will receive snow mold protection at the end of the season, prior to first snow. Appropriate additional protection will be added during winter months.

5. Fertilizer

The Management Company is required to fertilize as recommended in soil analysis reports. Foliar applications are possible by use of fertigation system that is in place. Fertilizer applications will not be limited to foliar applications, granular applications are also required as called for by soil analysis recommendations. Dormant or late season applications of granular fertilizer will be made to greens, tees and fairways at rates of no greater than $\frac{3}{4}$ of a pound of nitrogen per M sq. ft. and no less than $\frac{1}{4}$ of a pound of nitrogen per M sq. ft.. Total annual applications of fertilizer shall meet the following guidelines:

Greens 3 – 4 pounds of Nitrogen per M sq. ft. per season

Tees 4 – 5 pounds of Nitrogen per M sq. ft. per season

Fairways 2 – 3 pounds of Nitrogen per M sq. ft. per season

Roughs $\frac{1}{2}$ - 1 pound of Nitrogen per M sq. ft. per season

All fertilizer applications must be recorded in Agricultural Chemical Record Book which Morris County Park Commission's Manager of Golf Course Maintenance will have full access to.

The application of fertilizers will be timed to minimize potential for runoff. No fertilizer product will be dispersed into ponds or water runoff areas.

SCHEDULE C

MAINTENANCE STANDARDS - Continued

6. Mowing, Maintenance, and Cultivation

a. Greens

Management Company is required to mow greens on a daily basis during the golf season (April 15 – Nov 1) unless weather prohibits this action. Direction of cut will rotate every day between front to back, left to right, right to left, and side to side. The cleanup cut will be performed every other day; the edges will be whipped if they are not cut.

Height of cut will be within the range of 5/32" to 1/8". The higher height to be used for first month of season and if heat stress requires an adjustment, 1/8" cut will be the standard during the playing season. The Morris County Manager of Golf Course Maintenance will inspect greens and measure stimp rates to insure smooth competitive putting surfaces.

Greens will be aerated a minimum of twice per year by traditional core aerification and or Driject applications. Core aerification will require the removal of cores and holes filled with sand topdressing. Driject application will be Profile Greens Grade or straight sand. Core aerification will be 2" x 2" spacing; Driject will be 3" x 3" spacing.

Greens will be walked by staff and marks filled with dressing and bent grass seed once per week, high and low cups shall be repaired at this time as well. Cups will be changed 4 times per week (Tuesday, Thursday, Saturday, and Sunday). Staff will visit greens every morning to repair ball marks, repair damage from wildlife, and examine and repair cups if necessary.

Greens will be closed up at the end of the golf season in preparation for winter weather by the application of the following materials:

According to soil test analysis, appropriate rates of:

1. 0-0-50
2. Pro Mag
3. Snow mold protection
4. 5-4-5 organic fertilizer
5. Topdressing

These materials will be applied in order of list and left to cover greens through the winter.

SCHEDULE C

MAINTENANCE STANDARDS - Continued

b. Tees, Collars and Approaches

Tees will be mowed 3 times per week at a height $9/16'' - 1/2''$. Triplex mowers will be used in straight lines only on tees, clean up passes will be performed with walk mowers to prevent damage on front and back of tees from turning of triplex mower. Cutting directions shall rotate from front to back, to left to right, to right to left.

Verticut blades will be applied to tees as needed during the season with debris being blown off into the rough or collected and removed.

Tees will be aerated with $5/8'' - 1/2''$ diameter hollow tines 2 – 3 times per season or as needed. L93 bent grass develops thatch very quickly and tees must be monitored for dryness on a daily basis. No rye grass seed will be introduced into tees, collars or approaches. Tee divots should be filled and leveled with bent grass seed and divot mix 3 times per week. Divot buckets are to be placed on all par 3's white and blue tee boxes.

Collars and approaches will be mowed on the same schedule and height of cut as tees. Aerification of collars will take place with greens and aerification of approaches will take place with fairways.

c. Fairways

Fairways will be mowed 3 times per week at $9/16'' - 1/2''$ height of cut. Blowers will follow mowers to insure clean clipping free surface for golfers. Cutting direction will rotate from front to back, to left to right, to right to left.

Fairway aerification will take place twice per year. $3/4'' - 5/8''$ diameter tines shall be used at a depth of 1" – 2". Topdressing applications will follow aerification, straight sand topdressing dragged into the surface.

Fairway divots will be filled on an ongoing basis, with extra care being given to landing areas at 150 yard markers and 100 yard markers. Divot repair material will be available on golf carts and replenished as needed. Only bent grass seed will be used in divot repair.

d. Rough

Rough will be mowed once per week during the season at 2" – 3" height of cut. Bunker banks will require some hand mowing and string trimming due to the severity of slope and shape of the bunkers.

All turf grass maintenance will be inspected by the Morris County Park Commission's Manger of Golf Course Maintenance on a regular basis and reports written to reflect conditions.

SCHEDULE C

MAINTENANCE STANDARDS - Continued

7. Bunkers

Bunkers must be raked completely Tuesday, Thursday, Saturday, and Sunday. Any rocks or other debris must be removed at that time. Any weeds or grasses growing in the bunkers must be removed at that time. Care must be given not to over cultivate bunkers and create soft sand situation which will result in poor lie for golfer.

After rainstorms sand must be pushed back up to edges of bunkers and smoothed with rake. This must take place no later than the following day.

Bunkers must be edged 2 times per year, creating a clean smooth edge by removing grasses growing into bunker. Grass around bunkers should be mowed or string trimmed once per week or as needed.

Spring start up should include new sand for the bunkers that are washed thin by the winter storms. Sand added to bunkers should be as similar as possible to existing sand in color and make up. Specifications shall be provided to Management Company.

8. Ponds

Wetland plants must be cut back to prevent blocking line of site from tees to fairways and tees to greens. Hand tools included in inventory are suited for this purpose. Any treatment to ponds to control unwanted plant material must be applied by properly licensed applicator and all permits necessary for this treatment must be acquired. The cost of these treatments and the permit is the responsibility of the Management Company.

9. Trees and Shrubs

Trees and shrubs must be maintained free of dead wood and in an attractive natural design. Dangerous situations with trees or tree limbs must be attended to immediately upon discovery. All tree debris from storms or seasonal leaf drop must be removed from playing areas on a daily basis.

10. Cart Paths

The Management Company is responsible for the repair and replacement of cart path when necessary. No dangerous situations will be allowed to exist, repairs must be made immediately.

SCHEDULE C

MAINTENANCE STANDARDS - Continued

11. Other Maintenance Issues

All course equipment including tee markers, traffic signs, rope and stakes, ball washers, cups, flagsticks, flags, divot boxes, distance markers, spike cleaners, garbage receptacles are to be kept clean and freshly painted for the golf season.

Maintenance area must be kept neat and well organized at all times.

ESD2 wash down recycle system must be cleaned and fresh microbes added on a weekly basis. Flushing of the solid separator system must take place on a daily basis, with grass clippings being removed when necessary.

12. Snow Removal

The Management Firm will be solely responsible for removal of snow and ice in the parking lots, walkways and entrance driveways to the golf course.

13. Maintenance Reports

When required, weekly evaluations of course conditions shall be performed by Morris County Park Commission's Manager of Golf Course Maintenance and a report filed with course Superintendent. These reports shall include over-all course evaluation, specific problem areas, as well as suggestions for improvements.

Monthly compilations will be sent to Management Company Representative, Morris County Park Commission Executive Director, and Deputy Executive Director.

Year-end evaluations will be done by Morris County Park Commission's Manager of Golf Course Maintenance after irrigation blow down, closing of greens, and dormant fertilizer application. Copies of this report will be sent to Management Company representative, Morris County Park Commission Executive Director, and Deputy Executive Director

Verification of Septic Maintenance Reports, Water Allocation Submittals, and Pesticide applicator License renewals will be sent to Morris County Park Commission's Manager of Golf Course Maintenance when appropriate.

SCHEDULE D-1

Minimum Staff Educational and Experience Requirements-Maintenance Staff

1. The Management Company must provide a Golf Course Superintendent with the following qualifications on a full time basis for this facility:

- A. Minimum of a 2 year Certificate in Fine Turf Management from a recognized University (i.e. Rutgers, Penn State, etc.)
- B. Minimum of 5 years experience supervising golf course maintenance operations.
- C. Current New Jersey Commercial Pesticide Applicators License
- D. Excellent written and oral communication
- E. Have a working knowledge of specific duties for all golf course employees, including laws and regulations governing such.
- F. Working knowledge of all aspects of golf course maintenance including irrigation operation, the ability to mark the hazards on the golf course, and set the golf course up for play in accordance with USGA standards and rules.

2. The Management Company must provide an Assistant Superintendent with the following qualifications:

- A. Minimum of a 2 year Certificate in Turf Management recommended, not required.
- B. Minimum of 3 years of experience in golf course maintenance operations
- C. Current New Jersey Pesticide Operator's License
- D. Working knowledge of all aspects of golf course maintenance and the ability to set up the golf course for play in accordance with USGA standards and rules.

3. The Management Company must provide a Golf Course Mechanic with the following qualifications:

- A. Working knowledge of all types of turf care equipment, including mowers, aerators, tractors, utility vehicles, and cultivation accessories.
- B. Knowledge of the care and repair of internal combustion engines.
- C. Knowledge of the care and repair of hydraulic systems.
- D. Knowledge of the care and repair of diesel engines.
- E. The Ability to communicate and organize records of maintenance schedules for equipment.

4. Seasonal Staffing

The Management Company must provide a sufficient number of full time seasonal employees to properly fulfill maintenance requirements as outlined in this agreement. The Morris County Park Commission suggests that seasonal employees are maintained at the following levels: Flanders Valley Golf Course, 20 – 22 seasonal employees; Pinch Brook Golf Course, 8 – 10 seasonal employees; and Sunset Valley Golf Course, 10 seasonal employees.

SCHEDULE D-2

Minimum Staff Educational and Experience Requirements-Golf Shop Staff

1. The Management Company must provide a Golf Shop Manager/PGA Professional with the following qualifications on a full time basis for this facility:

Will be able to facilitate an accurate, controlled, smooth and efficient operation of the shop during the golf season, focusing upon proper collection, control, processing of revenue and opening and closing shop procedures and requirements.

Verifies and controls golfing patrons database (Automated Tee Time, Point of Sale, and Photo I.D.).

Accurately calculates and charges golfing patrons for greens fees, reservation fees, cart rentals, merchandise purchases and all other charges.

2. Seasonal Staffing

The Management Company must provide a minimum number of seasonal employees to properly fulfill maintenance requirements as outlined in this agreement.

To ensure the safety of the staff at all Park Commission golf courses, it is recommended that at least two (2) golf shop attendants be present at times when the facility is unlocked and accessible to the public. In addition, due to the scope of property, it is recommended that two (2) rangers be available to survey the site and ensure that golfers are safe and abiding by posted rules and regulations regarding golf cart use.

At times, the ranger may also be responsible to fill water coolers, check and pick the driving range, assist with the distribution of golf carts and perform any other duties deemed necessary on any given play day.

One starter is typically utilized however, the golf shop staff may be able to manage the flow of golfers to the first tee via wireless intercom or speaker system.

SCHEDULE E

USE OF PARK COMMISSION VEHICLES

In order to use the Morris County Park Commission's registered and insured motorized vehicles, the items listed below must be followed along with the requirements under the Insurance and Indemnity Requirement Section of this proposal.

1. Updated drivers schedule with updated motor vehicle reports for all employees
 - a. This report should be updated every six months
2. All drivers/employees must meet the driving standards as permitted by the Morris County Park Commission and the County of Morris
3. All drivers must be approved by the Morris County Park Commission and the County of Morris before they are permitted to operate any Park Commission Vehicles
4. Management firm will be responsible for all vehicle maintenance as required by the Morris County Park Commission and the County of Morris
5. Management firm must report all incidents/accidents in writing (form to be provided by the County of Morris Risk Management Division) and delivered to the Morris County Park Commission and the County of Morris' Risk Manager within 24 hours of the incident/accident



State of New Jersey
Department of Environmental Protection
Bureau of Water Allocation
PO Box 426, Trenton, New Jersey 08625-0426



Water Allocation Permit

The New Jersey Department of Environmental Protection grants this permit* in accordance with your application, attachments accompanying same application, and applicable laws and regulations. This permit is also subject to further conditions and stipulations enumerated in the supporting documents.

Program Interest ID: 2338P Permit Number: WAP100001	Issuance Date: 03/03/2011	Effective Date: 04/01/2011	Expiration Date: 09/30/2019
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Name and Address of Applicant FLANDERS VALLEY GOLF COURSE 81 Pleasant Hill Road Flanders, NJ 07836-9186	Location of Activity/Facility Mount Olive Twp Morris	
	Type of Permit Water Allocation Permit - Minor Modification	Statute(s) N.J.S.A. 58:1A-1

This permit grants permission to divert water from the approved sources in the attached permit inventory, in the following municipalities, for the following water uses:

MUNICIPALITY Mount Olive Twp Roxbury Twp	COUNTY Morris Morris	Water Uses: Irrigation-Golf
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This permit is subject to the attached Conditions.

Approved by the authority of:
Bob Martin, Commissioner
Department of Environmental Protection

 3/3/11
 Diane E. Zalaskus, P.E., Bureau Chief
 Bureau of Water Allocation Date

* Permit means Certification, Approval, Registration, Equivalency, etc.

Water Allocation Permit : WAP100001

Permit Inventory

Water Diversion Sources - Water may be diverted under this permit from the following sources:

Source Designation (Well Permit No. or Intake No.)	Description	Subject Item ID
INTAKE 1	LOWER LAKE, DRAKES BROOK	WSIN0000073115
INTAKE 2	UPPER LAKE (CORRECTED)	WSIN0000073117

Remaining Subject Items (monitoring wells, wells to be sealed, etc) - The following items are present but are not approved diversion sources:

Source Designation	Source Description	Subject Item ID
2500017406	WELL 1	WSWL0000670013
2500016805	WELL 5	WSWL0000675577
2400005674	WELL 3	WSWL0000695667
2400005675	WELL 4	WSWL0000695668
2500012352	WELL 2	WSWL0000707224

Group Subject Items - The following items are grouped sources for the purpose of setting permit requirements outlined in this document:

Group Designation	Group Description	Group Subject Item ID	Group Members
FLANDERS VALLEY GOLF COURSE	2338P WA PERMIT - ALL DIVERSION SOURCES	WSWA0000073116	INTAKE 1, LOWER LAKE, DRAKES BROOK (WSIN073115) INTAKE 2, UPPER LAKE (CORRECTED) (WSIN073117)

Water Allocation Permit : WAP100001

Permit Requirements

Limit Requirements

The following limits apply and are the maximum permitted allocation:

Final Permit Phase from 04/01/2011 -

Subject Item	Parameter	Limit
FLANDERS VALLEY GOLF COURSE, 2338P WA PERMIT - ALL DIVERSION SOURCES (WSWA73116)	Maximum Diversion Rate	<= 1200 Gallons Per Minute. [N.J.A.C. 7:19- 2]
	Water Diverted	<= 11.625 Million Gallons Per Month. [N.J.A.C. 7:19- 2]
		<= 50 Million Gallons Per Year. [N.J.A.C. 7:19- 2]

Other Limit Requirements

Final Permit Phase from 04/01/2011 -

Subject Item	Parameter	Limit
INTAKE 1, LOWER LAKE, DRAKES BROOK (WSIN73115)	Passing Flow	Diversion from the intake shall cease when the river flow measured at the intake measures < 0.5 cubic feet per second. [N.J.A.C. 7:19- 2]
	Rated Pump Capacity	<= 900 Gallons Per Minute. [N.J.A.C. 7:19- 2]
INTAKE 2, UPPER LAKE (CORRECTED) (WSIN73117)	Rated Pump Capacity	<= 1200 Gallons Per Minute. [N.J.A.C. 7:19- 2]

Monitoring Requirements

Final Permit Phase from 04/01/2011 -

Subject Item	Requirement	Frequency	Monitored Parameter	Monitoring Method
INTAKE 2, UPPER LAKE (CORRECTED) (WSIN73117)	The monthly diversion from each source indicated shall be monitored. The metered diversion shall then be corrected by subtracting the Intake 1 water placed into the storage pond each month. The total CORRECTED monthly diversion must be recorded and reported as water diverted. (Note: If the supplementing diversion exceeds or is equal to the storage pond diversion, the pond diversion should be reported as zero.) [N.J.A.C. 7:19- 2]	Each Month	Water Diverted	Meter
INTAKE 1, LOWER LAKE, DRAKES BROOK (WSIN73115)	The monthly diversion from each source indicated shall be monitored. [N.J.A.C. 7:19- 2]	Each Month	Water Diverted	Meter



State of New Jersey
Department of Environmental Protection
Bureau of Water Allocation
PO Box 426, Trenton, New Jersey 08625-0426



Water Allocation Permit

The New Jersey Department of Environmental Protection grants this permit* in accordance with your application, attachments accompanying same application, and applicable laws and regulations. This permit is also subject to further conditions and stipulations enumerated in the supporting documents.

Program Interest ID: 2342P Permit Number: WAP080001	Issuance Date: 07/16/2009	Effective Date: 08/01/2009	Expiration Date: 07/31/2019
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Name and Address of Applicant PINCH BROOK GOLF COURSE PO Box 1295 53 East Hanover Avenue Morristown, NJ 07962-1295	Location of Activity/Facility Florham Park Boro Morris	
	Type of Permit Water Allocation Permit - Renewal	Statute(s) N.J.S.A. 58:1A-1

This permit grants permission to divert water from the approved sources in the attached permit inventory, in the following municipalities, for the following water uses:

MUNICIPALITY Florham Park Boro	COUNTY Morris	Water Uses: Irrigation-Golf
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This permit is subject to the attached Conditions.

Approved by the authority of:
Mark Mauriello, Acting Commissioner
Department of Environmental Protection

Diane E. Zalaskus 7/16/09
Diane E. Zalaskus, P.E., Bureau Chief
Bureau of Water Allocation Date

* Permit means Certification, Approval, Registration, Equivalency, etc.

Water Allocation Permit

**PINCH BROOK GOLF COURSE
2342P**

Water Allocation Permit : WAP080001

Permit Inventory

Water Diversion Sources - Water may be diverted under this permit from the following sources:

Source Designation (Well Permit No. or Intake No.)	Description	Subject Item ID
INTAKE 1	STORAGE POND (CORRECTED)	WSIN0000073480
4500000355	WELL 1	WSWL0000070025

Group Subject Items - The following items are grouped sources for the purpose of setting permit requirements outlined in this document:

Group Designation	Group Description	Group Subject Item ID	Group Members
MORRIS COUNTY PARK COMMISSION	2342P WA PERMIT - ALL DIVERSION SOURCES	WSWA0000073479	BRUNSWICK AQUIFER SOURCE, WELL 1 (WARG787290) INTAKE 1, STORAGE POND (CORRECTED) (WSIN073480)
BRUNSWICK AQUIFER SOURCE	WELL 1	WARG0000787290	4500000355, WELL 1 (WSWL070025)

**PINCH BROOK GOLF COURSE
2342P**

Water Allocation Permit : WAP080001

Permit Requirements

Limit Requirements

The following limits apply and are the maximum permitted allocation:

Final Permit Phase from 08/01/2009 -

Subject Item	Parameter	Limit
MORRIS COUNTY PARK COMMISSION, 2342P WA PERMIT - ALL DIVERSION SOURCES (WSWA73479)	Maximum Diversion Rate	<= 1100 Gallons Per Minute. [N.J.A.C. 7:19- 2]
	Water Diverted	<= 9 Million Gallons Per Month. [N.J.A.C. 7:19- 2]
		<= 21 Million Gallons Per Year. [N.J.A.C. 7:19- 2]

Other Limit Requirements

Final Permit Phase from 08/01/2009 -

Subject Item	Parameter	Limit
INTAKE 1, STORAGE POND (CORRECTED) (WSIN73480)	Rated Pump Capacity	<= 1100 Gallons Per Minute. [N.J.A.C. 7:19- 2]
4500000355, WELL 1 (WSWL70025)	Rated Pump Capacity	<= 350 Gallons Per Minute. [N.J.A.C. 7:19- 2]

Monitoring Requirements

Final Permit Phase from 08/01/2009 -

Subject Item	Requirement	Frequency	Monitored Parameter	Monitoring Method
4500000355, WELL 1 (WSWL70025)	Static water levels for each well indicated shall be monitored. [N.J.A.C. 7:19- 2]	Each Month	Static Water Level	Airline, Tape, or Gage
INTAKE 1, STORAGE POND (CORRECTED) (WSIN73480)	The monthly diversion from each source indicated shall be monitored. The metered diversion shall then be corrected by subtracting the Well 1 (4500000355) water placed into the storage pond each month. The total CORRECTED monthly diversion must be recorded and reported as water diverted. (Note: If the supplementing diversion exceeds or is equal to the storage pond diversion, the pond diversion should be reported as zero.) [N.J.A.C. 7:19- 2]	Each Month	Water Diverted	Meter
4500000355, WELL 1 (WSWL70025)	The monthly diversion from each source indicated shall be monitored. [N.J.A.C. 7:19- 2]	Each Month	Water Diverted	Meter



State of New Jersey
Department of Environmental Protection
Bureau of Water Allocation
PO Box 426, Trenton, New Jersey 08625-0426



Water Allocation Permit

The New Jersey Department of Environmental Protection grants this permit* in accordance with your application, attachments accompanying same application, and applicable laws and regulations. This permit is also subject to further conditions and stipulations enumerated in the supporting documents.


Program Interest ID: 2383P Permit Number: WAP120001	Issuance Date: 11/21/2012	Effective Date: 12/01/2012	Expiration Date: 11/30/2022
Name and Address of Applicant SUNSET VALLEY GOLF COURSE P O Box 1295 Morristown, NJ 07962-1295	Location of Activity/Facility Pequannock Twp. Morris		
	Type of Permit Water Allocation Permit - Renewal	Statute(s) N.J.S.A. 58:1A-1	

This permit grants permission to divert water from the approved sources in the attached permit inventory, in the following municipalities, for the following water uses:

MUNICIPALITY Pequannock Twp.	COUNTY Morris	Water Uses: Irrigation-Golf
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This permit is subject to the attached Conditions.

Approved by the authority of:
Bob Martin, Commissioner
Department of Environmental Protection


 Terry D. Pilawski, Chief
 Bureau of Water Allocation & Well Permitting

11/20/12
 Date

* Permit means Certification, Approval, Registration, Equivalency, etc.

Water Allocation Permit : WAP120001

Permit Inventory

Water Diversion Sources - Water may be diverted under this permit from the following sources:

Source Designation (Well Permit No. or Intake No.)	Description	Subject Item ID
INTAKE 1	STORAGE POND E - (CORRECTED)	WSIN0000071467
2300005821	WELL 1	WSWL0000064413

Group Subject Items - The following items are grouped sources for the purpose of setting permit requirements outlined in this document:

Group Designation	Group Description	Group Subject Item ID	Group Members
SUNSET VALLEY GOLF COURSE	2383P WA PERMIT - ALL DIVERSION SOURCES	WSWA0000071466	UNDIFFERENTIATED GLACIAL AQUIFER SOURCE, WELL 1 (WARG851999)
			INTAKE 1, STORAGE POND E - (CORRECTED) (WSIN071467)
UNDIFFERENTIATED GLACIAL AQUIFER SOURCE	WELL 1	WARG0000851999	2300005821, WELL 1 (WSWL064413)

Water Allocation Permit : WAP120001

Permit Requirements

Limit Requirements

The following limits apply and are the maximum permitted allocation:

Final Permit Phase from 12/01/2012 -

Subject Item	Parameter	Limit
SUNSET VALLEY GOLF COURSE, 2383P WA PERMIT - ALL DIVERSION SOURCES (WSWA71466)	Maximum Diversion Rate	<= 1000 Gallons Per Minute. [N.J.A.C. 7:19- 2]
	Water Diverted	<= 5.5 Million Gallons Per Month. [N.J.A.C. 7:19- 2]
		<= 14 Million Gallons Per Year. [N.J.A.C. 7:19- 2]

Other Limit Requirements

Final Permit Phase from 12/01/2012 -

Subject Item	Parameter	Limit
INTAKE 1, STORAGE POND E - (CORRECTED) (WSIN71467)	Rated Pump Capacity	<= 1000 Gallons Per Minute. [N.J.A.C. 7:19- 2]
2300005821, WELL 1 (WSWL64413)	Rated Pump Capacity	<= 500 Gallons Per Minute. [N.J.A.C. 7:19- 2]

Monitoring Requirements

Final Permit Phase from 12/01/2012 -

Subject Item	Requirement	Frequency	Monitored Parameter	Monitoring Method
2300005821, WELL 1 (WSWL64413)	Static water levels for each well indicated shall be monitored. [N.J.A.C. 7:19- 2]	Each Month	Static Water Level	Airline, Tape, or Gage
INTAKE 1, STORAGE POND E - (CORRECTED) (WSIN71467)	The monthly diversion from each source indicated shall be monitored. The metered diversion shall then be corrected by subtracting the irrigation well water placed into the storage pond each month. The total CORRECTED monthly diversion must be recorded and reported as water diverted. (Note: If the supplementing diversion exceeds or is equal to the storage pond diversion, the pond diversion should be reported as zero.) [N.J.A.C. 7:19- 2]	Each Month	Water Diverted	Meter
2300005821, WELL 1 (WSWL64413)	The monthly diversion from each source indicated shall be monitored. [N.J.A.C. 7:19- 2]	Each Month	Water Diverted	Meter

SCHEDULE G

Automated Tee Time System

The Morris County Park Commission requires the utilization of the existing Tee Time System or provides an alternative P.O.S. system to integrate all three (3) facilities along with Berkshire Valley Golf Course. Cost of integration will be born by the Management Company, not the Morris County Park Commission. The system shall handle the processing of Tee Time Reservations, Photo Identification, Point of Sale Transactions, Inventory Control, and Management Report Writing capabilities.

The reservation system shall be available to the golfer on a 24 hour, 7 days a week basis. The golfer, by calling a central telephone number is able to make one (1) tee time reservation at any of one of the Commission's golf courses for 18-hole or 9-hole play. Furthermore, the golfer can change, cancel and/or review reservations 24 hours a day, 7 days a week. Changes may be made according to the Morris County Park Commission's Tee Time Cancellation/Modification Policy.

At any time, the following reports must be accessible to Park Commission management staff:

- Transaction Codes Reports -- lists each transaction code such as greens fees, cart rentals, and Golf Center purchases.
- Golf Type Reports -- lists each type of golfer.
- Golfer Reports -- lists name, address, phone number, number of rounds, golfer ID number, balance information, handicap, etc.
- Usage Reports -- provides play and revenue data for either date or time.
- Hourly Usage Report -- summarizes all play and revenue within a defined hour.
- Category Report -- summarizes month-to-date and year-to-date plays for each golfer by golfer type.
- History Report -- provides detailed transaction listing for an entered golfer during a specified date range.
- Security Report -- provides current users with access levels to the system.
- Income Report -- summaries revenue received within an entered date range.
- Transaction Code Activity Report -- summarizes revenue by transaction code instead of by golfer type.
- History Analysis Report -- calculates the average plays by golfer type to determine a yield per golfer type. This enables the Park System to establish appropriate greens fees for the following year.
- Merchandise sales reports.

SCHEDULE H

Wildlife Management Program

Canada Goose Management

The Management Company will be required to participate in the MCPC's Canada Goose Management Program. The MCPC will secure all necessary permits to conduct Canada goose management activities on the property. The Management Company must dedicate staff to monitor the property for Canada geese and submit weekly observation reports as specified by the MCPC from March through July. Visual, auditory, and physical harassment strategies should be employed as necessary and feasible to minimize Canada goose numbers on the property. Any management strategies employed must comply with the terms of the permits secured by the MCPC and all laws applicable to the management of Canada geese. The Management Company must have staff monitor the property for nesting Canada geese from March through June. All Canada goose eggs that are found must be addled using protocols specified by the MCPC. Egg monitoring and addling may require the use of boats to access nests not accessible by foot.

SCHEDULE I

Park Commission Access to Facility

As a component of their position duties, members of the managerial staff of the Park Commission may utilize the golf course facilities to accomplish the objectives of the Park Commission or authorize professional/superintendents of other golf courses to play golf at a Park Commission golf course. The business use of the golf course and/or the facility may consist of holding meetings, playing familiarization rounds of golf, conducting evaluations of facilities and equipment, and developing appropriate functional working relationships. This type of business use of the facility will be limited to **no more than two events per month**.

From time to time, as a matter of good customer relations and to ensure fair treatment of golfing patrons, the Executive Director, the Deputy Executive Director, and the Manager of Golf Course Maintenance may authorize patron golf rounds free of charge. These complimentary rounds are discretionary and within the scope of authority of these positions. When complimentary rounds are granted, a specially designated access code to the Automated Tee Time Reservation System shall be used to allocate the playing time. A separate log shall be maintained recording the dates, times, and locations of the complimentary rounds, as well as the individuals to whom they were granted and

Employee Use of Golf Course Facilities:

A. Full-Time Employees (Non-Golf Course):

- Exempt from annual registration charge
- Monday – Friday, excluding holidays, pay employee Non-Golf Course discount rate for greens fees. Must have employee identification and golf registration cards and pay full rate for golf cart rentals.

B. Manager of Golf Course Maintenance:

- Exempt from annual registration charge, greens fees, & power golf car rental fees.
- **Exempt from time of day and limitations on rounds per week**, unless otherwise stipulated.

Park Commission Access:

- From time to time, the Park Commission receives requests to donate a foursome for a local non-profit initiative. The Park Commission reserves the right to donate (3) foursomes per course.
- The Park Commission reserves the right to schedule (2) outings per year for the Morris County Park Commission's affiliated non-profits, free of charge (green fees only).

SCHEDULE J

Outside Agency/Group Access to Golf Course

The Morris County Park Commission schedules tournaments throughout the golf season for members of the public, but does not schedule tournament play for groups or organizations from the private sector.

The Commission, however, will consider a tournament and/or fundraiser sponsored by recognized non-profit affiliate of the Park Commission. The organization must submit a written request to have a tournament and/or fundraiser to the Morris County Park Commission before February 1 of the year the tournament will be held. It should include date of tournament, time preferred, number of players, purpose of tournament (championship, charity, etc.), and any additional pertinent facts regarding the particular event.

The Commission will approve **no more than four events** for golf organizations annually.

Tournaments must be held on weekdays to avoid conflict with weekend/holiday procedures.

Tournaments should conform to the course schedule regarding tee times and not interrupt normal flow patterns unless otherwise stated by the Commission.

Tournaments and its participants must conform to all rules and regulations of the golf course and adhere to the directions of staff as would any player.

No associated activity is permitted on the golf course property that normally would not be acceptable (i.e., barbecues, picnics, post tournament parties).

No physical adjustments can be made to the golf course to accommodate special needs of the tournament unless pre-approved by the Morris County Park Commission.

Tournament participants will pay appropriate green fees and rental fees as stated in fee schedule unless fees are waived or adjusted by the Morris County Park Commission.

Tournament sponsor(s) will be responsible for the actions of all participants while they are on the course.

Notice of any approved tournament shall be posted in the Pro Shop no less than one (1) month before scheduled date.

SCHEDULE K

Form of Equipment Lease Agreement

GOLF COURSE MAINTENANCE EQUIPMENT USE AGREEMENT

This Agreement is entered into as of _____ by and between:

THE MORRIS COUNTY PARK COMMISSION, a component government unit of the County of Morris, the State of New Jersey acting by and through Morris County Park Commission, 353 East Hanover Avenue, Morris township, New Jersey.

(referred to in this Agreement as the (“Park Commission”))

And

(referred to in this Agreement as the (“Operator”))

WHEREAS:

The Morris County Park Commission has available golf course maintenance equipment as indicated on the attached Schedule (H) which would benefit the Park Commission if it was used in connection with the operation of Flanders Valley Golf Course, Sunset Valley Golf Course, Pinch Brook Golf Course.

NOW THEREFORE, as an integral part of the contract between the parties for the operation of Flanders Valley Golf Course, Sunset Valley Golf Course, Pinch Brook Golf Courses, and in consideration of the mutual covenants, conditions and provisions hereinafter set forth, the parties agree as follows:

ARTICLE 1

CONTRACT

1. This Golf Course Maintenance Equipment Use Agreement constitutes an integral part of the “Agreement To Operate and Manage the Flanders Valley Golf Course in Flanders, Sunset Valley Golf Course in Pequannock, and Pinch Brook Golf Course in Florham Park, entered into between the Park commission and the Operator, effective _____.

2. This agreement shall end at the same time the Agreement to Operate and Manage the Golf Courses ends.

ARTICLE 2

EQUIPMENT LEASED

3. The Park Commission does hereby lease to the Operator the equipment as identified on Schedule (H).

ARTICLE 3

OPERATOR'S RESPONSIBILITIES

4. The Operator shall use the equipment exclusively for the purposes of maintaining and operating the Flanders Valley Golf Course in Flanders, Sunset Valley Golf Course in Pequannock, and Pinch Brook Golf Course in Florham Park under the Golf Course Operations and Management Contract with the Park Commission.

5. The Park Commission makes no warranties or representations, express or implied, as to the equipment leased, and assumes no responsibility for the condition of the equipment.

6. The Operator shall keep and maintain the equipment in satisfactory condition and repair in accordance with the manufacturer's recommended maintenance schedule for each piece of equipment and perform regular services, including oil and filter changes.

7. The Operator agrees to keep all equipment free from all liens, encumbrances and charges of any nature whatsoever, voluntary or involuntary.

8. The Operator agrees that all accessories, replacements, additions or substitutions now or hereafter added to any equipment, shall immediately, by accession, become integral parts thereof and belong to the Park Commission.

9. The Operator shall comply with all the covenants and obligations which are set forth in any leases between the Park Commission and any third party concerning the equipment.

ARTICLE 4

LESSEE'S RESPONSIBILITIES

10. The Operator will indemnify and hold the Morris County Park Commission and Morris County harmless from any and all loss, damages, suits, penalties, cost, liabilities and expenses, including but not limited to, reasonable investigation and legal expenses arising out of the use of the equipment covered by this lease and its use in the operation of the Flanders Valley Golf Course in Flanders, Sunset Valley Golf Course in Pequannock, and Pinch Brook Golf Course in Florham Park or arising out of, or under, this Agreement, or as a result of the Operator's violation of this Agreement.

11. The Operator shall furnish the Park Commission with insurance policies or certificates thereof insuring the equipment to the full replacement value against fire and theft. In the event of any loss, the Operator will be responsible to the Park Commission for any deductible. The insurance is to be written in the name of the Operator, but endorsed with loss payable to the Park Commission, or its assignee, as their interests may appear, and also endorsed to the effect that the interest of the Park Commission or its assignee shall not be invalidated by any act of the insured.

12. The Operator will carry, at its sole cost and expense, the insurance coverage in accordance with the basic Agreement between it and the Park Commission.

13. Each policy shall provide that no cancellation or material change in any of the insurance required under the term of this Agreement shall be effective except upon thirty (30) days advance written notice to the Park Commission from the insurer.

14. Notwithstanding the issuance of any documents required by law to enable the lessee to operate the equipment, the title to all leased equipment shall remain in the name of the Morris County Park Commission.

15. Upon expiration or termination of this Agreement, the Operator shall return to the Park Commission all equipment and shall have no right or other interest in it.

16. The Operator shall not remove any equipment from the Flanders Valley Golf Course in Flanders, Sunset Valley Golf Course in Pequannock, and Pinch Brook Golf Course in Florham Park without prior written consent of the Park Commission. The Operator represents to the Park Commission that the equipment leased by the Operator will be used solely for the Flanders Valley Golf Course in Flanders, Sunset Valley Golf Course in Pequannock, and Pinch Brook Golf Course in Florham Park in accordance with the Agreement to Operate and Manage the Flanders Valley Golf Course in Flanders, Sunset Valley Golf Course in Pequannock, and Pinch Brook Golf Course in Florham Park and for no other purpose.

17. In the operation of the equipment, the Operator shall comply with all laws, regulations, rules and orders of lawfully constituted authorities, including but not limited to all OSHA requirements.

ARTICLE 5

OPERATOR'S FAILURE TO PERFORM

18. This agreement will automatically terminate at the end of the term of the Agreement between the Park Commission and the Operator for the Management and Operation of the Flanders Valley Golf Course in Flanders, Sunset Valley Golf Course in Pequannock, and Pinch Brook Golf Course in Florham Park. This Agreement will also terminate if the Operator is in default under the terms of the above referenced Agreement between the Operator and the Park Commission.

19. In the event of a termination or default, the Park Commission may repossess the equipment with or without legal process. The park Commission may also exercise any and all lawful remedies which the Park Commission may have by reason of the Operator's default.

20. If the equipment is reposed by the Park Commission upon any default of the Operator, the Operator shall be liable for and shall pay to the Park Commission all costs of the Park Commission including reasonable attorney's fees incurred in retaking and repairing the equipment.

21. The Operator agrees that the equipment in Schedule (H) is public property and is to be returned to the Park Commission pursuant to the terms of this Agreement. At the end of the term or upon default or by possession the Operator has no right or other interest in the equipment.

22. The Operator's execution of this Agreement serves as authorization for the Park Commission to act as the Operator's attorney-in-fact to permit the Park Commission to take any and all steps necessary for the protection, or titling of the equipment.

ARTICLE 6

ASSIGNMENT

23. The Operator shall not assign this Lease or any rights of the Operator hereunder without prior written consent of the Park Commission.

24. The rights of the Park Commission hereunder and in the equipment, may be assigned by the Park Commission without the consent of the Operator. In the event of such assignment and upon written notice to the Operator, the assignee hereof shall succeed to all of the rights of the Park Commission and the Operator shall render to the assignee instead of the Park Commission, performance of all obligations hereunder.

ARTICLE 7

GOVERNING LAW

25. This lease shall be interpreted in accordance with and governed by the Laws of the State of New Jersey.

The parties have read and understand this Agreement fully. It is signed and sealed in accordance with New Jersey law by the duly authorized corporate officers of each of the parties.

ATTEST:

MORRIS COUNTY PARK COMMISSION

Executive Director

ATTEST:

SCHEDULE L

Evaluation Criteria

Proposals will be evaluated using the follow criteria:

- 1) **Golf Course Experience: (10 pts)** Proven competence with regard to ***golf course operations in general*** that will make this management agreement successful. What experience do the individuals who are going to play the largest active role in this arrangement have that will give them a clearer idea as to how to best make Golf Course a quality facility? Which golf course(s) do they have experience with, for how long, and what lessons have they learned that will prove helpful to this arrangement.

- 2) **Management Experience: (10 pts)** What relevant ***golf course management experience*** does your firm have that will make this agreement successful? List examples of past management arrangements that will help the Park Commission understand the type of Operator the Park Commission would have if they accept your proposal.

- 3) **Financial Capability: (15 pts)** What financial resources does your organization or team have that will provide the wherewithal for you to be successful over a multi-year contract. Specifically, provide your ***profit and loss statement as well as your balance sheet*** for the year ending December 31, 2012.

- 4) **Public Golf Course Operations/New Jersey/Northeastern USA: (20 pts)** The residents of Morris County have a vested interest in the operations of the Flanders Valley, Pinch Brook, and Sunset Valley Golf Course. Familiarity with the northern New Jersey public golf course market is important, knowing the target market, and understanding the New Jersey public golf course environment and golfer expectations are important aspects to a successful management agreement. Explain how your firm or team can position itself to maintain and enhance the operations and use of Flanders Valley, Pinch Brook, and Sunset Valley Golf Course.

- 5) **Past and Current Experience With Morris County Park Commission: (10 pts)** Understanding how the Park Commission sets policy and procedures and interacts with the residents of Morris County and the general public.

- 6) **Budgeting: (15 pts)** Ability to produce a Revenue and Expense budget to effectively meet the operational needs while creating a sound financial position for future years.

- 7) **Technical Approach (20 pts)** Evaluation of how well your proposal addresses the manner in which you will achieve each of the tasks/projects specified in the scope of work provided in this RFP.

SCHEDULE M

Form of Contract Agreement

This Agreement is effective January 1, 2014, by and between the Morris County Park Commission, a duly constituted statutory Park Commission of the State of New Jersey, with offices located at 353 East Hanover Avenue, Morris Township, New Jersey 07962-1295, ("Park Commission") and _____ with offices located at the street address of _____ ("Contractors").

WITNESSETH:

WHEREAS, the Park Commission, pursuant to a Request for Proposal ("RFP") sought proposals from proposed contractors for golf course management and operations services for the public golf courses known as Flanders Valley Golf Course, Pinch Brook Golf Course, and Sunset Valley Golf Course located in Morris County, New Jersey ("Golf Courses"); and

WHEREAS, the RFP sought a contractor to operate, maintain and market the Golf Courses for a term of three (3) years, with a two (2) year extension option exercisable at the sole discretion of the Park Commission; and

WHEREAS, the contract documents between the Park Commission and the Contractor consist of this Agreement and all other documents and schedules set forth in the RFP, all of which are incorporated herein as if set forth at length.

NOW, THEREFORE, the Park Commission and the Contractor agree as follows:

1. The Contractor is to perform all services as set forth in the RFP.
2. The Park Commission agrees to pay Contractor as set forth in the RFP.
3. The Contractor agrees to pay a monthly rental fee for Concession and Pro Shop Merchandise Sales.
4. The Contractor and the MCPC agree to share the specified incentive payments.
5. The Contractor agrees to carry insurance pursuant to the Instructions to Bidders and General Conditions and save harmless and name as additional insured the Park Commission, County of Morris and the respective officers, employees, Freeholders and Commissioners, New Jersey Department of Environmental Protection from any and all liability from personal injury or property damage sustained by anyone resulting from the performance of the contract.
6. The Contractor/Vendor shall indemnify and hold harmless the Morris County Park Commission, its commissioners, officers, employees, agents and servants, and the County of Morris, their employees, agents, and servants, and the New Jersey Department of Environmental Protection, their employees, agents and servants from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorneys' fees or other expenses or liabilities including the investigation and defense of any claims), arising out of or resulting from the performance of the Contractor/Vendor's work or the completed operations provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property including the loss of the use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor/Vendor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable (including a claim by an employee of the Contractor/Vendor) regardless of whether it is caused in part by a party indemnified hereunder.

SCHEDULE M
FORM OF AGREEMENT - Continued

In any and all claims against the Morris County Park Commission, its commissioners, officers, employees, agents and servants, and the County of Morris, their employees, agents and servants, and the New Jersey Department of Environmental Protection, their employees, agents and servants by any employees of the Contractor/Vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor/Vendor under worker's compensation acts, disability benefit acts or other employee benefit acts.

7. The Contractor agrees to comply with all terms and conditions of the RFP and contract documents all of which are incorporated herein by reference as part of the terms of this contract.
8. During the performance of this contract, the Contractor agrees to comply with N.J.S.A. 10:5-32 et. seq. and N.J.A.C. 17:27, regarding affirmative action and the action and the regulations promulgated thereunder as set forth in the General Conditions.
9. The contract period shall be as set forth herein.
10. The provisions of the N.J.S.A. 34:11-56 are incorporated herein, made a part hereof, as if fully set forth.
11. Payment to be made hereunder shall be made upon certificate presented and certified by the Treasurer of the County Park Commission of the County of Morris.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed by their proper officers and caused their proper corporate seals be hereto affixed, the day and year first above mentioned.

THE MORRIS COUNTY PARK COMMISSION

By _____
John R. Sette,
President

David Helmer,
Executive Director

ATTEST:

Glenn Roe
Treasurer

NAME OF FIRM

By _____
President

ATTEST:

Secretary

**SCHEDULE N
EXISTING GOLF CART LEASE**

**LEASE AND MAINTENANCE OF POWER GOLF CARS
AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this 14th day of December, 2010 by and between **E-Z-GO TEXTRON**, hereinafter referred to as "Lessor" and the Morris County Park Commission of Morris Township, New Jersey hereinafter referred to as "Lessee", in accordance with the following terms and conditions:

1. Title to Leased Property: That this is a contract of lease only and that title to the property herein leased shall remain in the Lessor. The Lessee shall acquire no right, title of interest in any such leased property. The Lessor shall have the right to attach appropriate signs to each leased car designating itself as such owner and Lessor.
2. Term: Description of Cars: The Lessor hereby leases to Lessee and the Lessee hereby leases from Lessor for the term commencing January 1, 2010 and ending December 31, 2014 for the 220 - 2010 gas powered cars and 40 - 2010 electric powered cars with battery chargers, 5 - 2010 Single Rider Mobility Impaired Cars and 6 - 2010 ranger cars, plus such additional cars as the Lessee may, in its sole discretion, require during the term of this Agreement.
3. Substitution of Equipment: Subject to prior notice to and approval of the Park Commission, the Lessor shall have the right from time to time to substitute equal or better equipment for that identified above.
4. Delivery: Such leased cars in the quantities and types specified by the Lessee shall be delivered by the Lessor to Lessee's place of business at Berkshire Valley Golf Course, Jefferson Township, New Jersey; Flanders Valley Golf Course, Flanders, New Jersey; Sunset Valley Golf Course, Pequannock, New Jersey; and Pinch Brook Golf Course, Florham Park, New Jersey on or before March 1, 2010.
5. Use of Cars: It is understood and agreed that any car leased hereunder shall be used only at the Lessee's Flanders Valley Golf Course, Sunset Valley Golf Course, Pinch Brook Golf Course and Berkshire Valley Golf Course.

The Lessee shall issue a Golf Car Rental Agreement to each car user on such forms as are approved and supplied by Lessor at no extra charge to the Lessee. No car leased hereunder shall be used for golf course maintenance nor for any purpose other than the playing of golf. The Lessee hereunder shall have the responsibility to obtain Golf Car Rental Agreements from all users.

6. Storage, etc.: The Lessee shall employ reasonable storage procedures to prevent damage to the cars from vandalism and weather.
7. Payment of Rent:
Flat Annual Prices: The Morris County Park Commission will pay The Lessor the Annual Rental payment on a prorated basis of 10% (10 percent) of the yearly amount during months of March through December.
8. Repairs and Service: Lessor further agrees to maintain such leased cars in good condition and make repairs and replacements (including batteries) as may be required to keep the leased cars in good and safe operating condition. At the end of two years on the contract, all batteries will be replaced with new batteries that meet the original specifications. The Lessor also agrees to make a regular weekly maintenance service call during the golfing season and upon proper emergency notification will repair or replace non-operable or defective cars within thirty-six (36) hours after notification. If said non-operable or defective cars are not repaired or replaced within thirty-six (36) hours, a fee of \$10.00 per day will be charged per car by the Lessee and shall be deducted from the monthly rental payment. The Lessor will provide a towing bar, jack and a minimum of six (6) spare tires for each golf course. The

**SCHEDULE N
EXISTING GOLF CART LEASE**

AGREEMENT - Continued

Lessee's responsibility for maintenance is limited to recharging and refilling the batteries, changing flat tires, maintaining proper inflation of tires and cleaning the cars.


9. The Lessee further agrees:
 - a. That it shall not lease, nor have on its premises for lease or permit other person, firm or corporation to lease any cars other than the leased cars, except after public advertisement and bidding in accordance with applicable New Jersey law.
 - b. To permit the Lessor access to the leased cars at all reasonable times for purposes of inspection for repair and to deliver up possession of the leased cars to Lessor at the expiration of the term of this agreement in good condition, ordinary depreciation, wear and tear excepted.
10. This lease shall be nonassignable by the Lessee without the written consent of the Lessor, and the Lessee shall not in any way convey, transfer, or hypothecate any interests in the leased cars or in this lease.
11. All bid documents shall constitute the entire agreement between the parties and shall be subject to no amendments except in writing signed by a duly authorized representative of each party.
12. As required by N.J.A.C. 5:30-14.5(c) (4) (iii), after the first year of this agreement, the continuation thereof is subject to the availability and appropriation annually of sufficient funds as may be required to meet the extruded obligation.

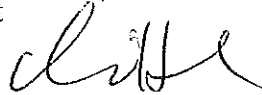
**SCHEDULE N
EXISTING GOLF CART LEASE**

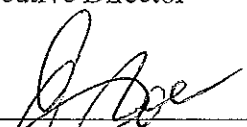
AGREEMENT -- Continued

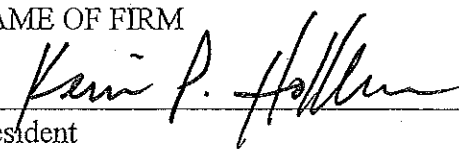
IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed in their proper officers and caused their proper corporate seals be hereto affixed, the day and year first above mentioned.

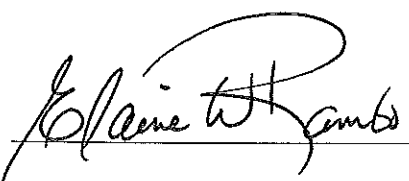
THE COUNTY PARK COMMISSION OF THE COUNTY OF MORRIS

By: 
Judith Schleicher
President


David Helmer
Executive Director

ATTEST: 
Glenn Roe
Treasurer

E-Z-GO Textron
NAME OF FIRM

President

 ATTEST: _____
Secretary (see attached)

**SCHEDULE N
EXISTING GOLF CART LEASE**

TEXTRON INC.

Assistant Secretary's Certificate

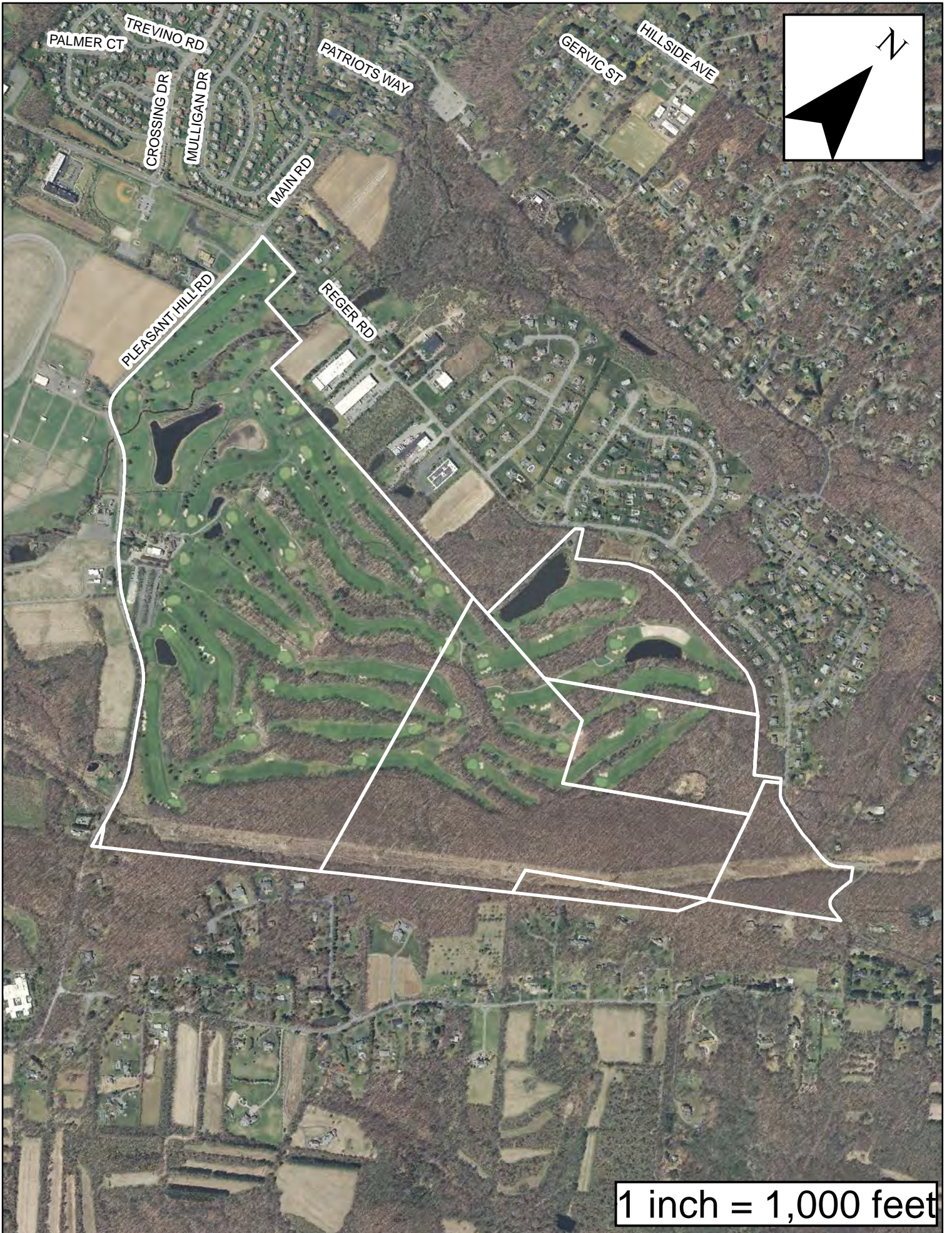
I, ANN T. WILLAMAN, a duly elected Assistant Secretary of TEXTRON INC., a Delaware corporation ("Textron"), do hereby certify to the following:

1. That Kevin Holleran, James Pennoyer and Michael Parkhurst are the duly appointed President, Vice President - Finance and Vice President - Global Sales, respectively, of the E-Z-GO Division, which is an unincorporated operating division of Textron ("E-Z-GO"); and
2. That each of Messrs. Holleran, Pennoyer and Parkhurst is authorized by Textron to negotiate and execute agreements on behalf of E-Z-GO.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate seal this 15th day of December, 2009.

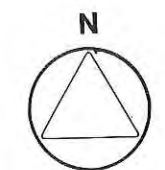
CORPORATE
SEAL


Assistant Secretary



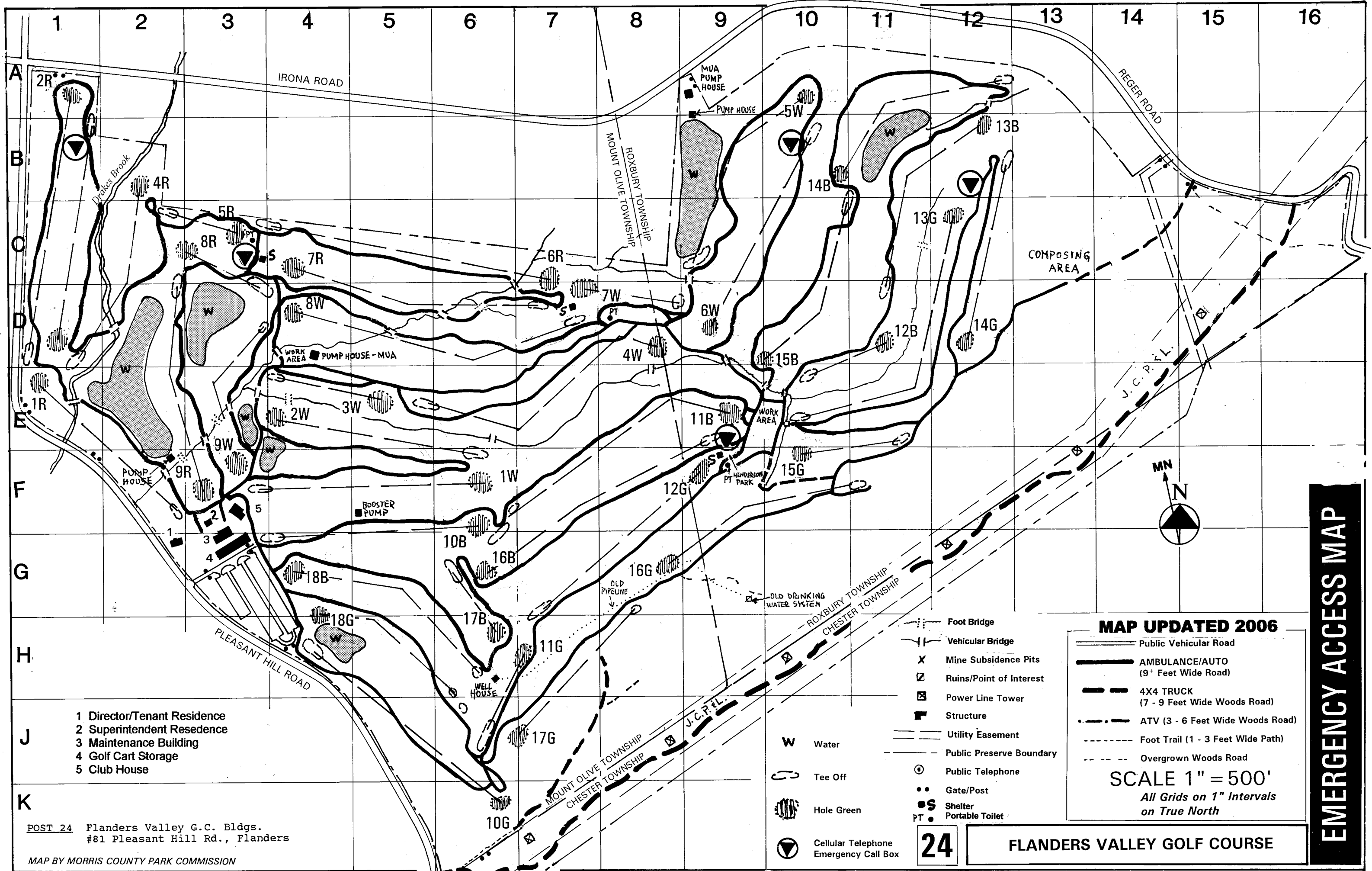


- 1. TENANT HOUSE
- 2. MAINTENANCE
- 3. CLUB HOUSE
- 4. CART HOUSE
- 5. SUPT. HOUSE



HOLE	1	2	3	4	5	6	7	8	9	OUT	10	11	12	13	14	15	16	17	18	IN	TOT
Blue/White Par	4	4	3	5	4	4	3	5	4	36	4	5	3	4	4	4	5	3	4	36	72
Blue Tees	423	391	206	496	380	417	177	561	346	3397	392	518	179	414	397	367	502	154	445	3368	6765
White Tees	404	372	175	484	355	399	172	541	332	3234	377	502	167	382	379	342	476	132	426	3183	6417
Blue/White Strokes	3	7	8	4	5	2	9	1	6		5	1	8	2	4	7	6	9	3		
+ 0 -																					
Red Strokes	3	8	5	2	4	7	9	1	6		3	2	7	6	4	5	6	9	1		
Red Tees	364	342	140	448	301	328	141	459	280	2803	336	445	142	292	333	291	404	116	372	2731	5534
Red Par	4	4	3	5	4	4	3	5	4	36	4	5	3	4	4	5	3	4	36	72	

Flanders Valley Golf Course



- 1 Director/Tenant Residence
- 2 Superintendent Residence
- 3 Maintenance Building
- 4 Golf Cart Storage
- 5 Club House

POST 24 Flanders Valley G.C. Bldgs.
#81 Pleasant Hill Rd., Flanders

MAP BY MORRIS COUNTY PARK COMMISSION

- Foot Bridge
- Vehicular Bridge
- X Mine Subsidence Pits
- Ruins/Point of Interest
- Power Line Tower
- Structure
- Utility Easement
- Public Preserve Boundary
- Public Telephone
- Gate/Post
- Shelter
- Portable Toilet
- Cellular Telephone Emergency Call Box

MAP UPDATED 2006

- Public Vehicular Road
- AMBULANCE/AUTO (9+ Feet Wide Road)
- 4X4 TRUCK (7 - 9 Feet Wide Woods Road)
- ATV (3 - 6 Feet Wide Woods Road)
- Foot Trail (1 - 3 Feet Wide Path)
- Overgrown Woods Road

SCALE 1" = 500'
All Grids on 1" Intervals on True North

24

FLANDERS VALLEY GOLF COURSE

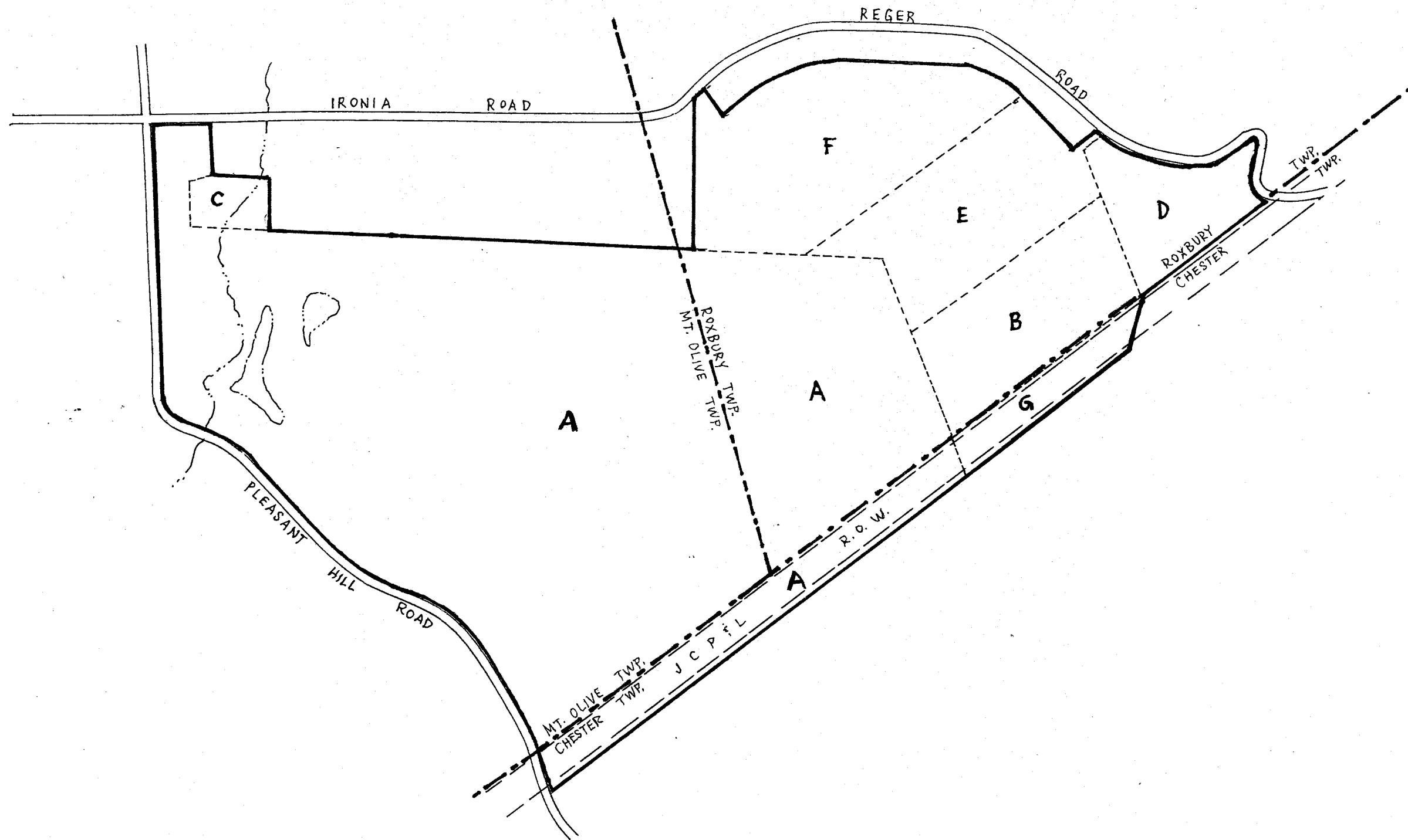
EMERGENCY ACCESS MAP



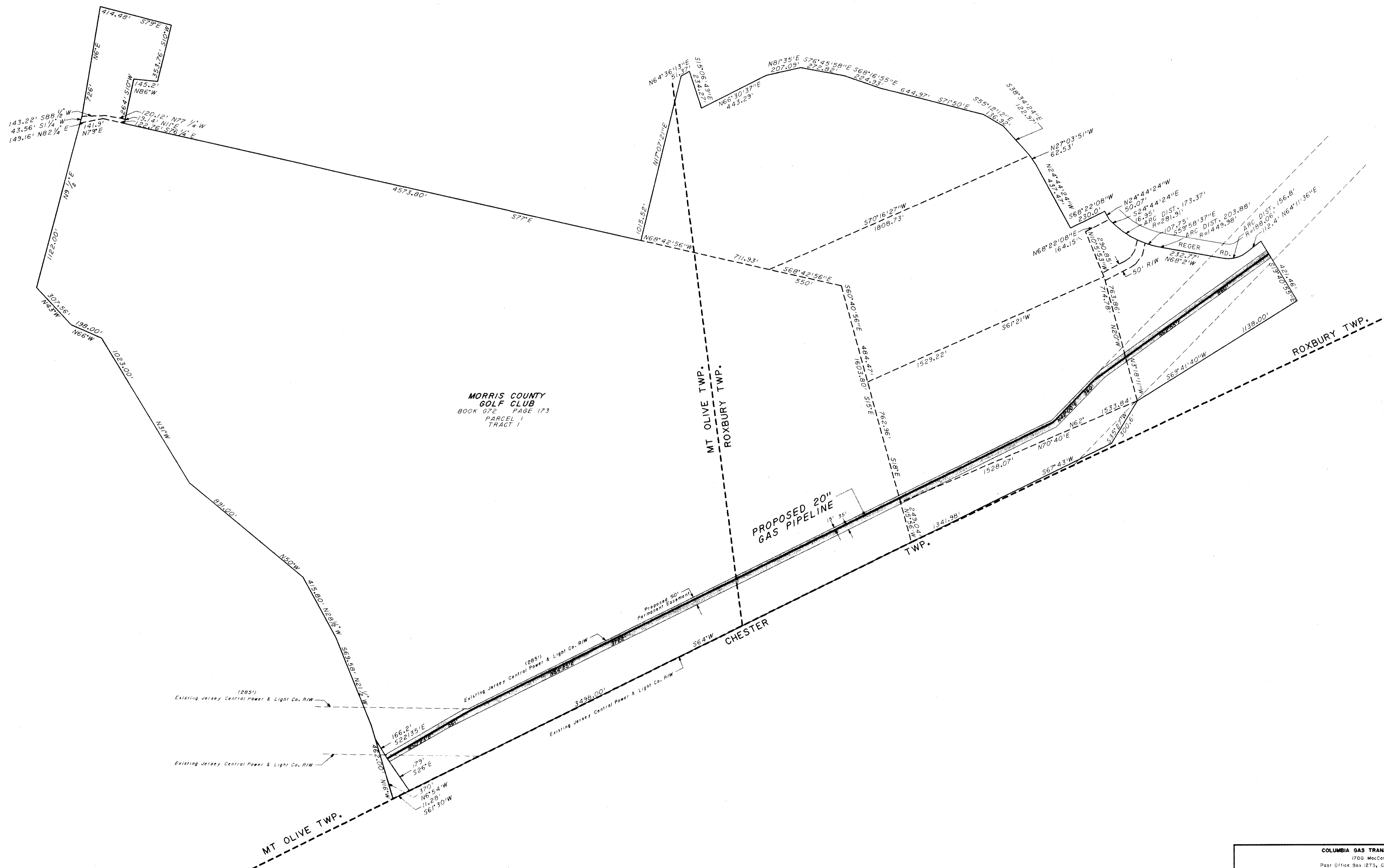
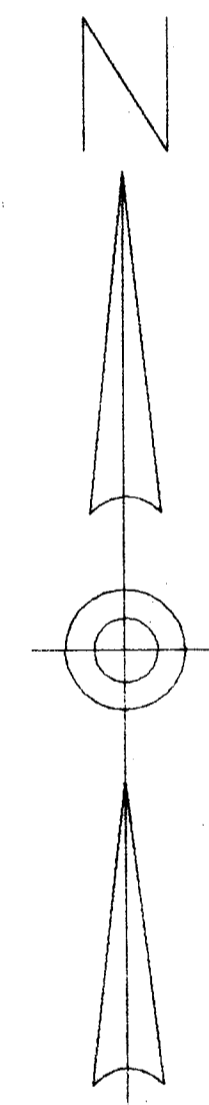
CLUBHOUSE



FLANDERS VALLEY G. C.
CONTOUR LINES @ 2' INTERVALS



SURVEY INDEX MAP
FLANDERS VALLEY G.C.
LAND ACQUISITIONS



MORRIS COUNTY
GOLF CLUB
BOOK 672 PAGE 173
PARCEL 1
TRACT 1

PROPOSED 20"
GAS PIPELINE

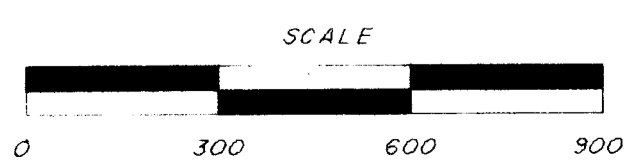
MT OLIVE TWP.
ROXBURY TWP.

CHESTER
TWP.

ROXBURY TWP.

MT OLIVE TWP.

PROPOSED 50' PERMANENT EASEMENT 7.0989 Ac.



PLANS PREPARED BY
SCHNEIDER ENGINEERS
38 VANADIUM ROAD
BRIDGEVILLE, PA. 15017

COLUMBIA GAS TRANSMISSION CORPORATION 1700 McCorkle Ave. S.E. Post Office Box 1273, Chester, W. Va. 25325		
DEPARTMENT ENGINEERING SERVICES	REGION SOUTHEAST	AREA (SI) DOWNTOWN
PROJECT Proposed 50' Permanent Easement & 25' Temporary Easement For 20" Gas Pipeline No.10346 (NJET) Across Property Of Morris County Golf Club	TAX DISTRICT (SI) MT. OLIVE TWP. ROXBURY TWP.	COUNTY (SI) MORRIS CO.
SURVEY DATE 7-12-89	ENGINEER H-1131 Sect.1, Sh.1 & 2	FIELD BOOK PAGE
MAP DATE 7-12-89	REFERENCES H-1131 Sect.1, Sh.1 & 2	STATE (SI) NEW JERSEY
DRAWN BY KLW	SCALE 1"=300'	SHEET NO. 1 OF 1
W/O 183-2000-8620-1262	INV MAP	DRAWING NO. H-1204

Morris County Park Commission
Golf Course Operation
Flanders Valley

EXHIBIT D

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
<u>Golf Maintenance Expenses</u>				
Full Time Salaries	773,110.80	640,051.92	570,265.48	771,223.37
Full Time Benefits	351,726.76	316,902.51	286,564.11	412,751.04
Part Time Salaries	343,545.25	169,166.11	159,885.27	130,425.10
Part Time Benefits	30,276.64	14,976.28	14,234.59	12,047.37
Total Labor Cost	1,498,659.45	1,141,096.81	1,030,949.44	1,326,446.87
Utilities	73,942.00	64,004.05	53,722.47	50,801.18
Small Equipment & Tools	26,139.47	15,963.58	8,599.55	7,392.86
Equipment Maintenance Inventory	90,099.16	69,263.79	47,122.09	60,385.34
Hired Equipment	2,233.05	1,062.19	1,316.04	1,037.66
Vehicles & Vehicular Equipment	-	-	-	-
Top Dressing Mulches	29,537.94	22,392.77	14,718.29	26,537.45
Fertilizer, Agricultural Chemicals & Seeds	139,067.78	213,041.99	132,062.06	164,193.69
All Other Operating Expenses	113,358.40	93,648.15	83,726.78	103,702.70
Total Golf Operating Expenses	474,377.80	479,376.52	341,267.28	414,050.88
Total Direct Operating Expenses	1,973,037.25	1,620,473.33	1,372,216.72	1,740,497.75
Greens Keeping Cost Per Round	27.02	23.53	24.67	26.30
<u>Golf Shop Expenses</u>				
Full Time Salaries	52,293.45	52,170.24	53,213.81	58,450.42
Full Time Benefits	23,790.91	25,830.53	26,740.47	31,282.08
Part Time Salaries	108,857.07	247,852.99	190,424.48	214,115.97
Part Time Benefits	9,593.57	21,942.43	16,953.49	19,777.89
Total Labor Cost	194,535.00	347,796.18	287,332.25	323,626.36
Utilities	19,795.09	23,894.97	23,580.61	20,685.11
Equipment	531.79	2,471.74	2,151.29	934.74
Supplies	9,758.98	6,525.58	5,900.31	8,286.74
Miscellaneous	26,580.45	22,590.89	22,571.95	30,573.92
Cost Of Goods Available For Sale	17,004.71	15,169.21	12,265.65	11,416.21
Cost Of Revenue Production	145,577.68	125,452.98	115,735.47	117,727.99
Total Operating Expenses	219,248.70	196,105.37	182,205.28	189,624.71
Total Direct Shop Operating Expenses	413,783.70	543,901.55	469,537.53	513,251.07
Customer Service Cost Per Round	5.67	7.90	8.44	7.76
<u>Revenues - Golf Shop</u>				
Merchandise Sales	27,046.88	24,839.41	19,475.36	21,633.63
Golf Handicap Fees	20,608.00	18,624.00	17,152.00	15,392.00
Golf Club Rentals	1,658.56	1,239.72	1,565.12	1,754.64
Other	-	-	-	-
Golf Shop Revenues	49,313.44	44,703.13	38,192.48	38,780.27
Revenues - Golf Operations				
Greens Fees	1,837,677.50	1,728,909.97	1,258,153.00	1,521,786.85
Hand Cart Rentals	16,635.52	13,613.60	9,009.66	7,745.54
Power Cart Rentals	371,389.22	342,671.66	334,937.87	413,553.13
Registration Fees	171,648.00	150,055.00	132,359.00	117,958.00
Reservation Fees	135,045.00	121,145.00	77,597.50	87,775.00
No Shows	2,178.60	1,627.00	755.00	190.00
Special Spectator	13,605.00	2,105.00	6,235.00	21,532.00
Miscellaneous	6,997.17	4,985.65	3,115.42	2,670.17
Gift Cards	2,204.06	1,614.95	(7,660.00)	2,431.51
Lessons	4,500.00	13,453.00	14,593.00	3,269.00
Golf Operating Revenues	2,561,880.07	2,380,180.83	1,829,095.45	2,178,911.20
Combined Operating Revenues	2,611,193.51	2,424,883.96	1,867,287.93	2,217,691.47
Combined Direct Operating Expenses	2,386,820.95	2,164,374.89	1,841,754.26	2,253,748.82
Net Operating Return	224,372.56	260,509.07	25,533.67	(36,057.35)
Total Rounds	73,027	68,878	55,622	66,175
Revenue Per Round	35.76	35.21	33.57	33.51
Total Expense Per Round	32.68	31.42	33.11	34.06
Net Operating Return Per Round	3.07	3.78	0.46	(0.54)

Morris County Park Commission
Flanders Valley Golf Rounds By Type - 2009 - 2012

EXHIBIT E

Year: 2012	January	February	March	April	May	June	July	August	September	October	November	December	Total
Resident Play	-	-	1,466	4,052	4,459	5,273	4,992	4,413	3,738	2,068	725	239	31,425
Senior/Junior Play	-	-	337	925	1,051	1,344	1,367	1,571	1,126	668	126	18	8,533
Non-Resident Play	-	-	238	718	962	1,120	1,529	1,429	1,146	567	100	9	7,818
Twilight Play	-	-	416	1,543	1,636	2,446	2,951	3,257	1,770	1,066	695	170	15,950
High School Play	-	-	181	333	420	115	2	-	-	-	-	-	1,051
9 Hole Play	-	-	12	67	131	215	191	278	218	81	22	4	1,219
Replay Play	-	-	-	-	6	8	49	29	27	43	11	6	179
Total	-	-	2,650	7,638	8,665	10,521	11,081	10,977	8,025	4,493	1,679	446	66,175

Year: 2011	January	February	March	April	May	June	July	August	September	October	November	December	Total
Resident Play	-	-	-	2,637	3,949	4,429	4,749	3,385	2,545	2,067	1,177	226	25,164
Senior/Junior Play	-	-	-	567	947	1,359	1,320	1,105	620	586	261	13	6,778
Non-Resident Play	-	-	-	309	487	655	706	536	428	328	61	3	3,513
Twilight Play	-	-	-	1,172	2,301	3,407	4,066	2,812	1,505	1,760	1,132	225	18,380
High School Play	-	-	-	332	335	-	9	-	-	-	-	-	676
9 Hole Play	-	-	-	103	168	230	261	178	108	48	15	-	1,111
Replay Play	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	5,120	8,187	10,080	11,111	8,016	5,206	4,789	2,646	467	55,622

Year: 2010	January	February	March	April	May	June	July	August	September	October	November	December	Total
Resident Play	-	-	323	4,933	6,344	6,366	6,390	5,188	4,190	2,856	1,288	331	38,209
Senior/Junior Play	-	-	26	1,233	1,313	1,717	1,458	1,175	1,048	688	363	-	9,021
Non-Resident Play	-	-	21	736	945	1,010	1,218	733	737	577	124	-	6,101
Twilight Play	-	-	89	1,572	1,808	2,130	2,404	1,885	1,461	1,563	1,408	12	14,332
High School Play	-	-	17	364	341	-	-	-	-	-	-	-	722
9 Hole Play	-	-	-	22	65	101	106	85	65	36	13	-	493
Replay Play	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	476	8,860	10,816	11,324	11,576	9,066	7,501	5,720	3,196	343	68,878

Year: 2009	January	February	March	April	May	June	July	August	September	October	November	December	Total
Resident Play	-	-	426	3,906	5,361	4,474	5,644	4,922	4,909	3,261	2,236	153	35,292
Senior/Junior Play	-	-	54	744	914	1,132	1,260	1,203	1,244	850	550	57	8,008
Non-Resident Play	-	-	28	530	849	821	1,132	994	948	672	311	2	6,287
Twilight Play	-	-	191	1,951	3,001	3,269	4,422	3,658	2,287	1,479	1,739	160	22,157
High School Play	-	-	58	378	336	-	-	-	-	-	-	-	772
9 Hole Play	-	-	-	21	50	147	185	60	25	16	7	-	511
Replay Play	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	757	7,530	10,511	9,843	12,643	10,837	9,413	6,278	4,843	372	73,027

Morris County Park Commission
 Golfer Registrations By Course
 2009 - 2012

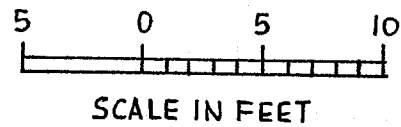
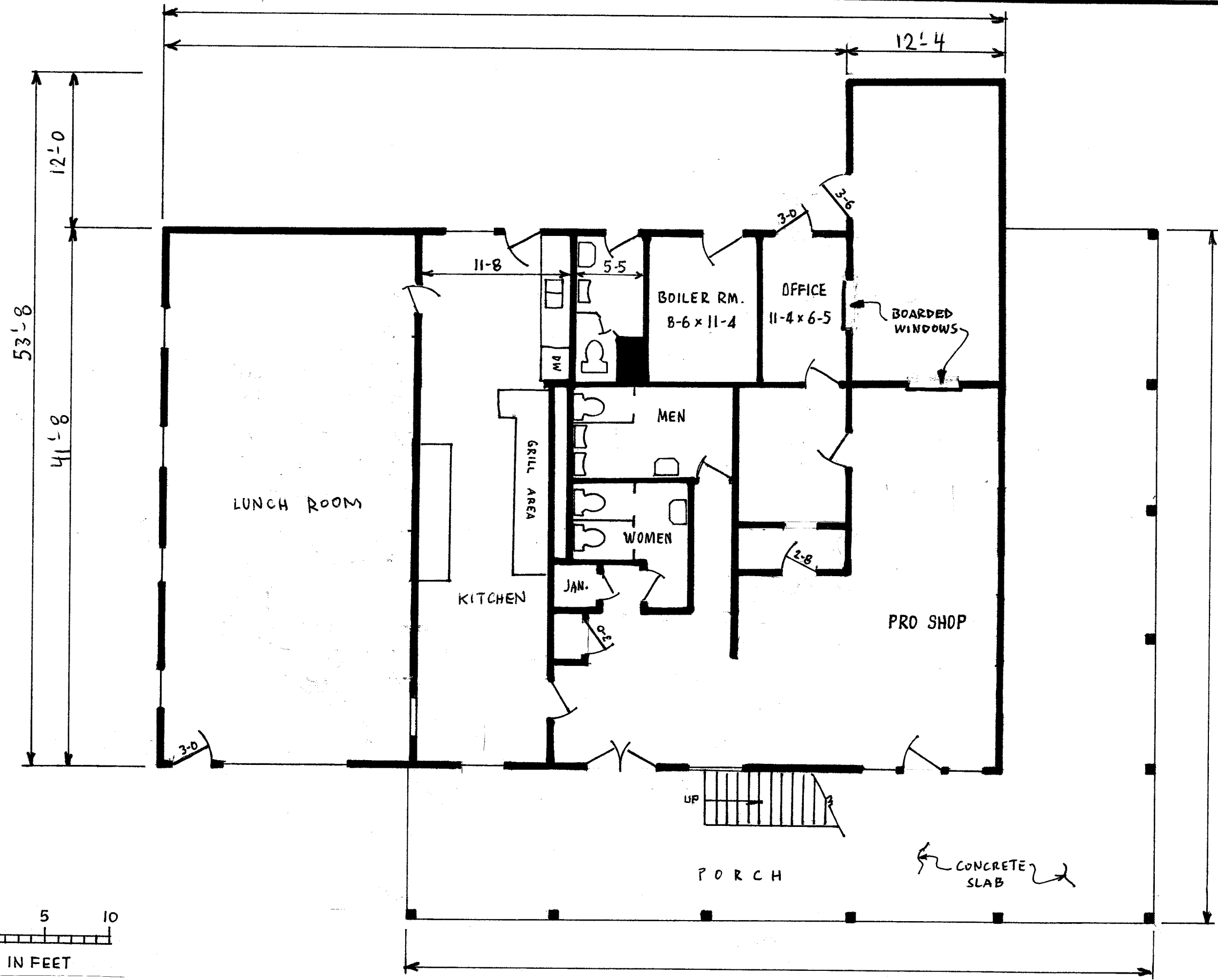
EXHIBIT F

<u>Flanders Valley Golf Course</u>	Year 2009	Year 2010	Year 2011	Year 2012
Resident Registration	3,460	3,001	2,668	2,419
Senior/Junior Registration	619	540	547	534
Non-Resident Registration	10	10	4	3
Non-Resident Full Privilege Card	101	73	53	45
Total Registrations	4,190	3,624	3,272	3,001

<u>Pinch Brook Golf Course</u>	Year 2009	Year 2010	Year 2011	Year 2012
Resident Registration	4,223	4,183	3,772	3,532
Senior/Junior Registration	1,276	1,269	1,266	1,319
Non-Resident Registration	38	29	25	27
Non-Resident Full Privilege Card	210	191	171	135
Total Registrations	5,747	5,672	5,234	5,013

<u>Sunset Valley Golf Course</u>	Year 2009	Year 2010	Year 2011	Year 2012
Resident Registration	1,857	1,759	1,603	1,613
Senior/Junior Registration	431	420	445	452
Non-Resident Registration	43	50	31	22
Non-Resident Full Privilege Card	257	208	184	169
Total Registrations	2,588	2,437	2,263	2,256

<u>Total Of All 3 Courses</u>	Year 2009	Year 2010	Year 2011	Year 2012
Resident Registration	9,540	8,943	8,043	7,564
Senior/Junior Registration	2,326	2,229	2,258	2,305
Non-Resident Registration	91	89	60	52
Non-Resident Full Privilege Card	568	472	408	349
Total Registrations	12,525	11,733	10,769	10,270

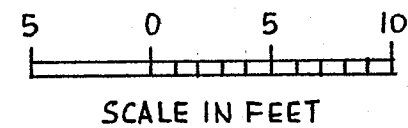
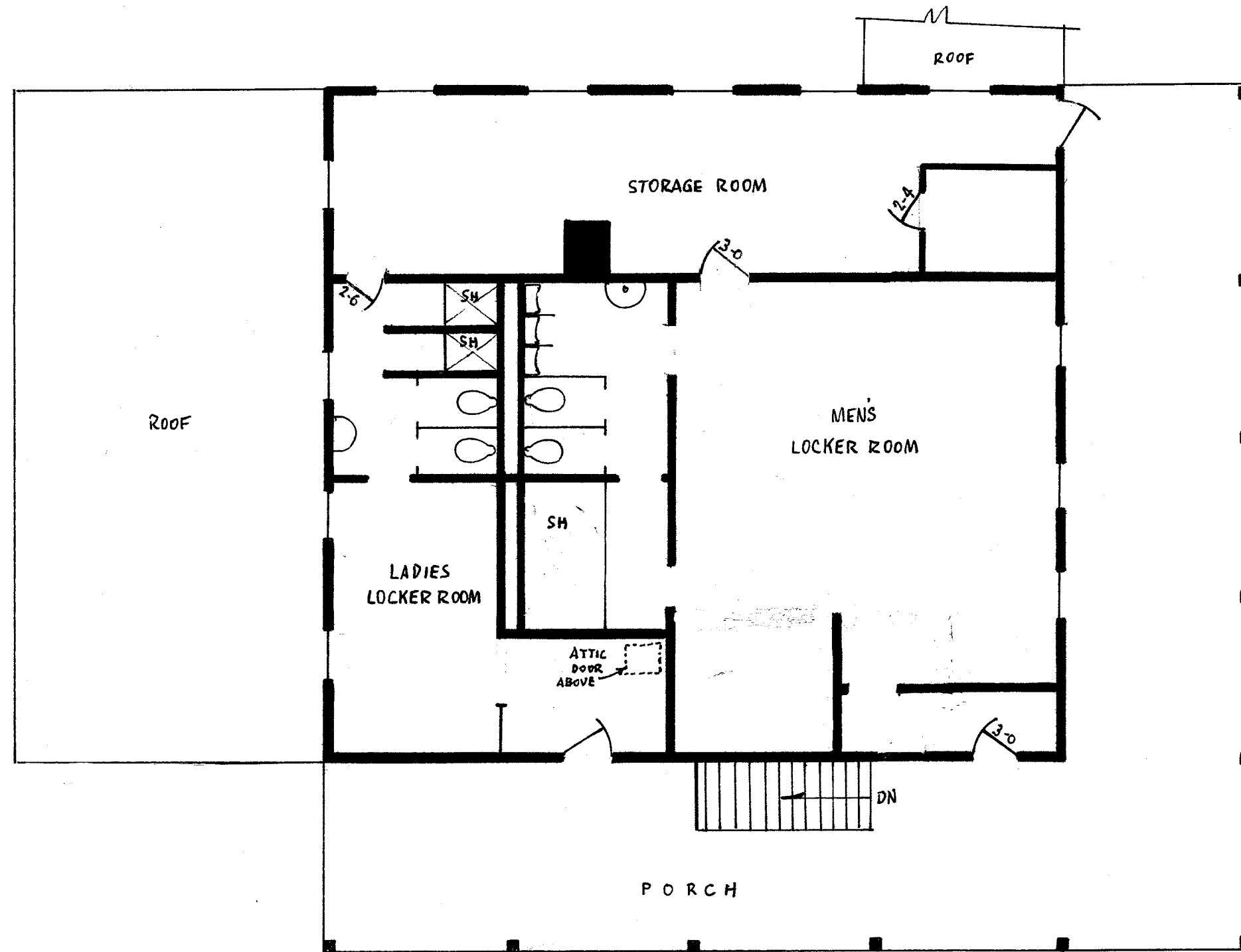


FLOOR PLAN

CLUB HOUSE 2768 S.F.

FLANDERS VALLEY

1



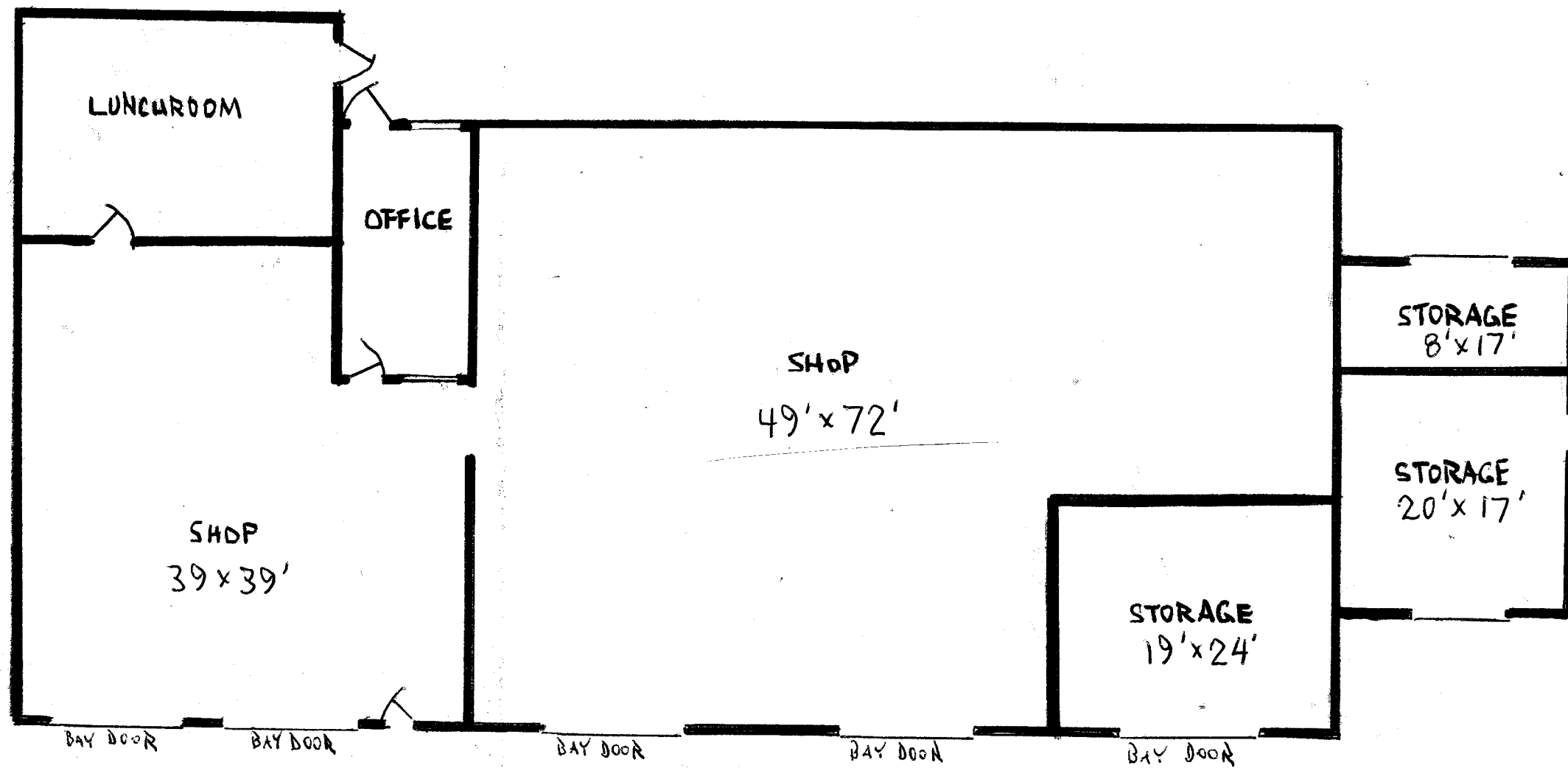
SECOND FLOOR
1845 SQ. FT.



FLOOR PLAN

CLUB HOUSE

FLANDERS VALLEY



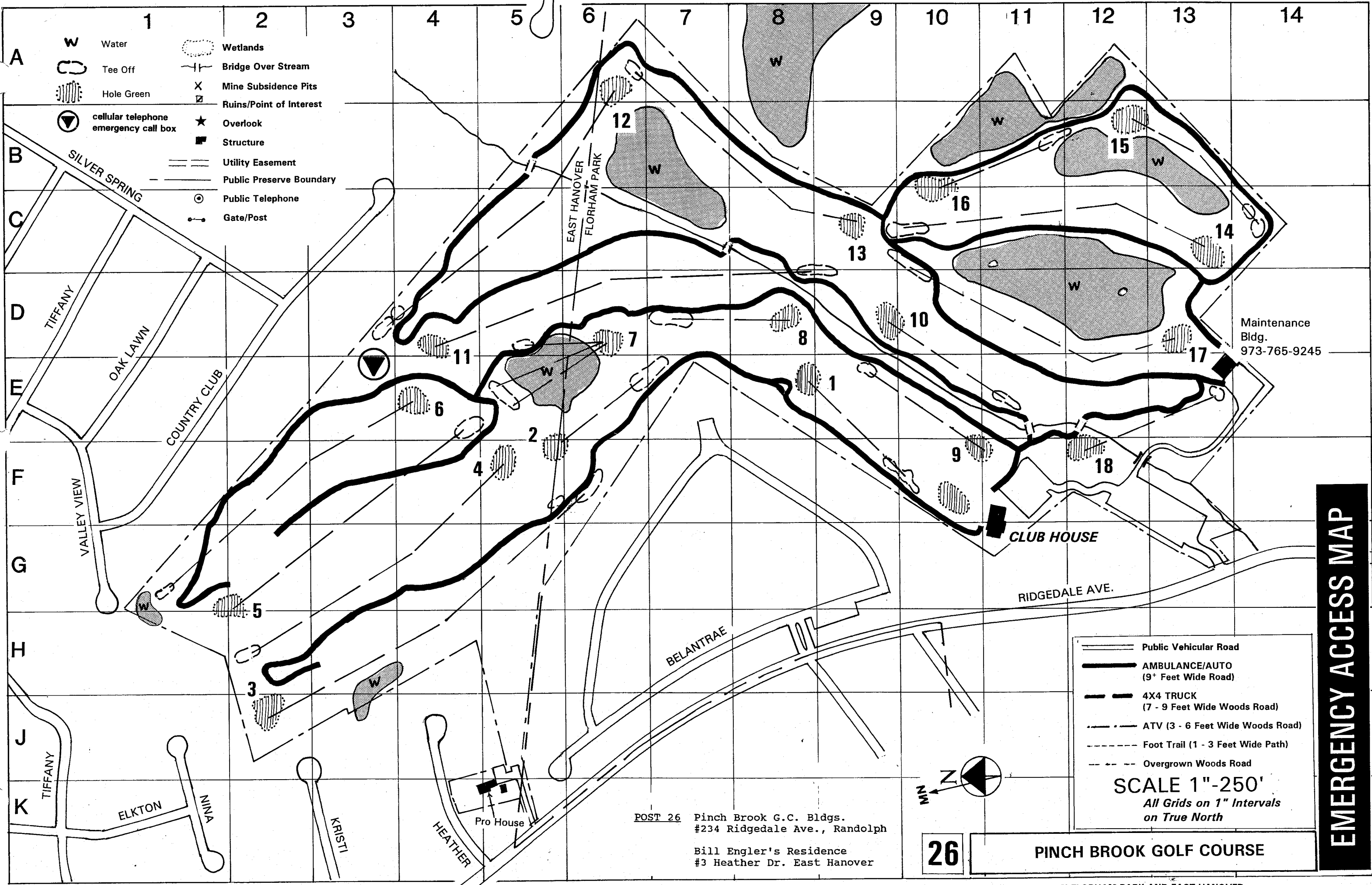
MAINTENANCE BLDG. F.V.G.C.



HOLE	1	2	3	4	5	6	7	8	9	OUT	10	11	12	13	14	15	16	17	18	IN	TOT	HDCP	NET
Blue/White Par	3	3	5	4	4	4	3	3	3	32	3	5	4	4	4	3	3	4	3	33	65		
Blue Tees	177	178	466	369	351	364	158	153	187	2403	174	476	385	337	336	190	177	350	164	2597	5000		
White Tees	159	163	445	349	340	341	144	127	163	2231	157	453	360	327	343	169	144	337	142	2440	4671		
Blue/White Strokes	15	13	1	9	7	5	3	17	11		18	6	8	14	2	4	16	10	12				
Red Strokes	15	13	1	7	5	3	11	17	9		18	4	6	14	2	10	16	8	12				
Red Tees	136	143	407	333	325	325	103	109	131	2012	139	408	286	301	316	124	117	314	100	2105	4117		
Red Par	3	3	5	4	4	4	3	3	3	32	3	5	4	4	4	3	3	4	3	33	65		



Pinch Brook Golf Course



Maintenance Bldg.
973-765-9245

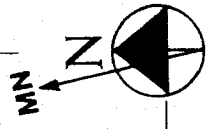
CLUB HOUSE

RIDGEDALE AVE.

BELANTRAE

Pro House

POST 26 Pinch Brook G.C. Bldgs.
#234 Ridgedale Ave., Randolph
Bill Engler's Residence
#3 Heather Dr. East Hanover



26

PINCH BROOK GOLF COURSE

IN FLORHAM PARK AND EAST HANOVER

EMERGENCY ACCESS MAP



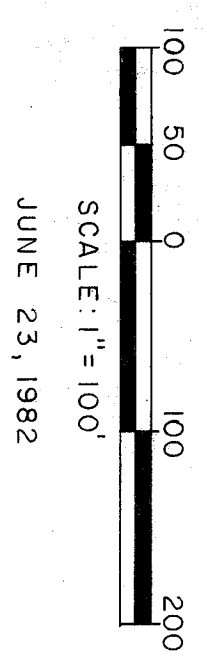
NOTES:
PROPERTY LINES OBTAINED FROM M.S. TITLER

LAND OF
FLORHAM PARK GOLF COURSE
BOROUGH OF FLORHAM PARK
TOWNSHIP OF EAST HAVOVER
MUNICIPAL CORP.
SCALE 1" = 200'
DATE 5/6/80
D'AMORE ASSOCIATES

File Name: PBOC-SVY-0003
Des.: Topographic Map

TOPOGRAPHIC MAP
FLORHAM PARK GOLF COURSE

PREPARED BY
VEP ASSOCIATES, INC.
CONSULTING ENGINEERS
WEST CALDWELL, N.J.



Morris County Park Commission
Golf Course Operation
Pinch Brook

EXHIBIT D

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
<u>Golf Maintenance Expenses</u>				
Full Time Salaries	386,641.87	404,246.67	401,109.99	411,494.79
Full Time Benefits	175,902.72	200,150.61	201,561.78	220,227.90
Part Time Salaries	121,347.42	45,969.12	46,326.92	49,280.60
Part Time Benefits	10,694.35	4,069.65	4,124.49	4,552.05
Total Labor Cost	694,586.36	654,436.05	653,123.18	685,555.34
Utilities	33,223.86	36,888.98	34,425.23	31,543.33
Small Equipment & Tools	6,000.25	5,280.51	5,505.37	5,663.87
Equipment Maintenance Inventory	30,016.43	23,536.73	17,399.15	19,680.71
Hired Equipment	622.37	1,814.58	1,716.51	2,560.69
Vehicles & Vehicular Equipment	-	-	-	-
Top Dressing Mulches	9,423.09	8,200.57	6,674.87	9,778.31
Fertilizer, Agricultural Chemicals & Seeds	88,802.88	97,661.07	47,161.20	102,109.35
All Other Operating Expenses	39,238.97	35,617.09	37,674.19	45,886.88
Total Golf Operating Expenses	207,327.85	208,999.53	150,556.52	217,223.14
Total Direct Operating Expenses	901,914.21	863,435.58	803,679.70	902,778.48
Greens Keeping Cost Per Round	20.31	19.10	18.22	18.26
<u>Golf Shop Expenses</u>				
Full Time Salaries	45,651.56	47,251.41	47,589.05	48,310.80
Full Time Benefits	20,769.18	23,395.12	23,913.97	25,855.46
Part Time Salaries	87,174.64	137,054.25	125,649.74	125,277.60
Part Time Benefits	7,682.70	12,133.41	11,186.60	11,571.89
Total Labor Cost	161,278.08	219,834.19	208,339.36	211,015.75
Utilities	25,423.73	32,066.76	29,914.71	25,278.91
Equipment	1,181.21	257.97	796.16	440.35
Supplies	5,367.88	4,057.04	3,913.34	4,144.02
Miscellaneous	8,927.21	12,648.30	15,220.09	14,431.74
Cost Of Goods Available For Sale	12,813.68	12,019.18	8,956.36	7,911.02
Cost Of Revenue Production	72,934.77	71,103.15	68,023.33	69,843.51
Total Operating Expenses	126,648.48	132,152.40	126,823.99	122,049.55
Total Direct Shop Operating Expenses	287,926.56	351,986.59	335,163.35	333,065.30
Customer Service Cost Per Round	6.48	7.79	7.60	6.74
<u>Revenues - Golf Shop</u>				
Merchandise Sales	21,169.74	22,786.22	19,922.27	19,076.91
Golf Handicap Fees	22,464.00	21,152.00	20,096.00	18,528.00
Golf Club Rentals	1,354.88	2,089.04	2,242.56	2,407.76
Other	-	-	-	-
Golf Shop Revenues	44,988.62	46,027.26	42,260.83	40,012.67
Revenues - Golf Operations				
Greens Fees	947,028.50	997,246.00	932,359.50	1,030,608.50
Hand Cart Rentals	17,851.02	15,562.14	13,258.30	15,281.64
Power Cart Rentals	157,863.67	178,738.99	170,071.92	197,286.86
Registration Fees	240,731.00	243,703.00	223,437.00	203,633.00
Reservation Fees	85,300.00	86,071.50	73,007.50	76,872.50
No Shows	2,342.00	2,172.00	1,397.00	1,145.00
Special Spectator	5,150.00	-	420.00	360.00
Miscellaneous	8,879.93	8,282.15	7,647.78	8,763.59
Gift Cards	2,204.06	1,615.00	-	2,431.52
Lessons	5,395.00	5,195.00	3,927.00	2,845.00
Golf Operating Revenues	1,472,745.18	1,538,585.78	1,425,526.00	1,539,227.61
Combined Operating Revenues	1,517,733.80	1,584,613.04	1,467,786.83	1,579,240.28
Combined Direct Operating Expenses	1,189,840.77	1,215,422.17	1,138,843.05	1,235,843.77
Net Operating Return	327,893.03	369,190.87	328,943.78	343,396.51
Total Rounds	44,408	45,199	44,112	49,429
Revenue Per Round	34.18	35.06	33.27	31.95
Total Expense Per Round	26.79	26.89	25.82	25.00
Net Operating Return Per Round	7.38	8.17	7.46	6.95

Morris County Park Commission
Pinch Brook Golf Rounds By Type - 2009 - 2012

EXHIBIT E

Year: 2012	January	February	March	April	May	June	July	August	September	October	November	December	Total
Resident Play	344	1,231	1,437	2,137	2,475	2,726	2,664	2,530	2,130	1,059	449	524	19,706
Senior/Junior Play	-	-	579	1,027	1,100	1,264	1,303	1,512	1,149	811	166	117	9,028
Non-Resident Play	-	-	283	429	609	842	928	1,061	811	316	71	2	5,352
Twilight Play	556	1,001	1,236	938	616	918	930	816	678	785	522	315	9,311
High School Play	-	-	100	222	96	-	-	-	8	8	-	-	434
9 Hole Play	9	3	254	613	608	880	1,256	910	583	387	60	2	5,565
Replay Play	-	-	-	-	-	4	1	14	-	7	7	-	33
Total	909	2,235	3,889	5,366	5,504	6,634	7,082	6,843	5,359	3,373	1,275	960	49,429

Year: 2011	January	February	March	April	May	June	July	August	September	October	November	December	Total
Resident Play	-	-	299	1,584	1,921	2,385	2,289	1,964	1,686	1,146	774	984	15,032
Senior/Junior Play	-	-	88	828	1,093	1,495	1,402	1,250	1,149	766	521	72	8,664
Non-Resident Play	-	-	42	298	456	599	669	628	497	303	155	16	3,663
Twilight Play	-	-	177	928	1,281	1,461	1,703	1,197	1,070	1,237	1,312	682	11,048
High School Play	-	-	135	153	226	-	-	-	4	-	-	-	518
9 Hole Play	-	-	116	339	934	950	980	750	511	484	122	1	5,187
Replay Play	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	857	4,130	5,911	6,890	7,043	5,789	4,917	3,936	2,884	1,755	44,112

Year: 2010	January	February	March	April	May	June	July	August	September	October	November	December	Total
Resident Play	-	-	794	2,060	2,389	2,352	2,450	2,234	1,893	1,549	583	405	16,709
Senior/Junior Play	-	-	164	1,111	1,272	1,350	1,276	1,280	1,263	855	482	-	9,053
Non-Resident Play	-	-	91	353	458	573	647	653	507	338	139	-	3,759
Twilight Play	-	-	286	1,311	1,349	1,286	1,571	1,325	1,139	916	1,221	-	10,404
High School Play	-	-	34	259	208	-	-	-	-	-	-	-	501
9 Hole Play	-	-	10	597	623	1,064	656	897	503	292	131	-	4,773
Replay Play	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	1,379	5,691	6,299	6,625	6,600	6,389	5,305	3,950	2,556	405	45,199

Year: 2009	January	February	March	April	May	June	July	August	September	October	November	December	Total
Resident Play	-	-	612	1,681	2,081	1,813	2,351	1,790	1,794	1,407	834	59	14,422
Senior/Junior Play	-	-	106	667	748	761	1,020	903	896	731	444	64	6,340
Non-Resident Play	-	-	62	272	413	361	550	481	405	332	161	20	3,057
Twilight Play	-	-	322	1,525	2,017	1,950	2,512	2,289	1,856	1,116	1,451	163	15,201
High School Play	-	-	102	208	132	-	-	-	-	-	-	-	442
9 Hole Play	-	-	192	408	614	687	628	781	980	388	255	13	4,946
Replay Play	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	1,396	4,761	6,005	5,572	7,061	6,244	5,931	3,974	3,145	319	44,408

Morris County Park Commission
 Golfer Registrations By Course
 2009 - 2012

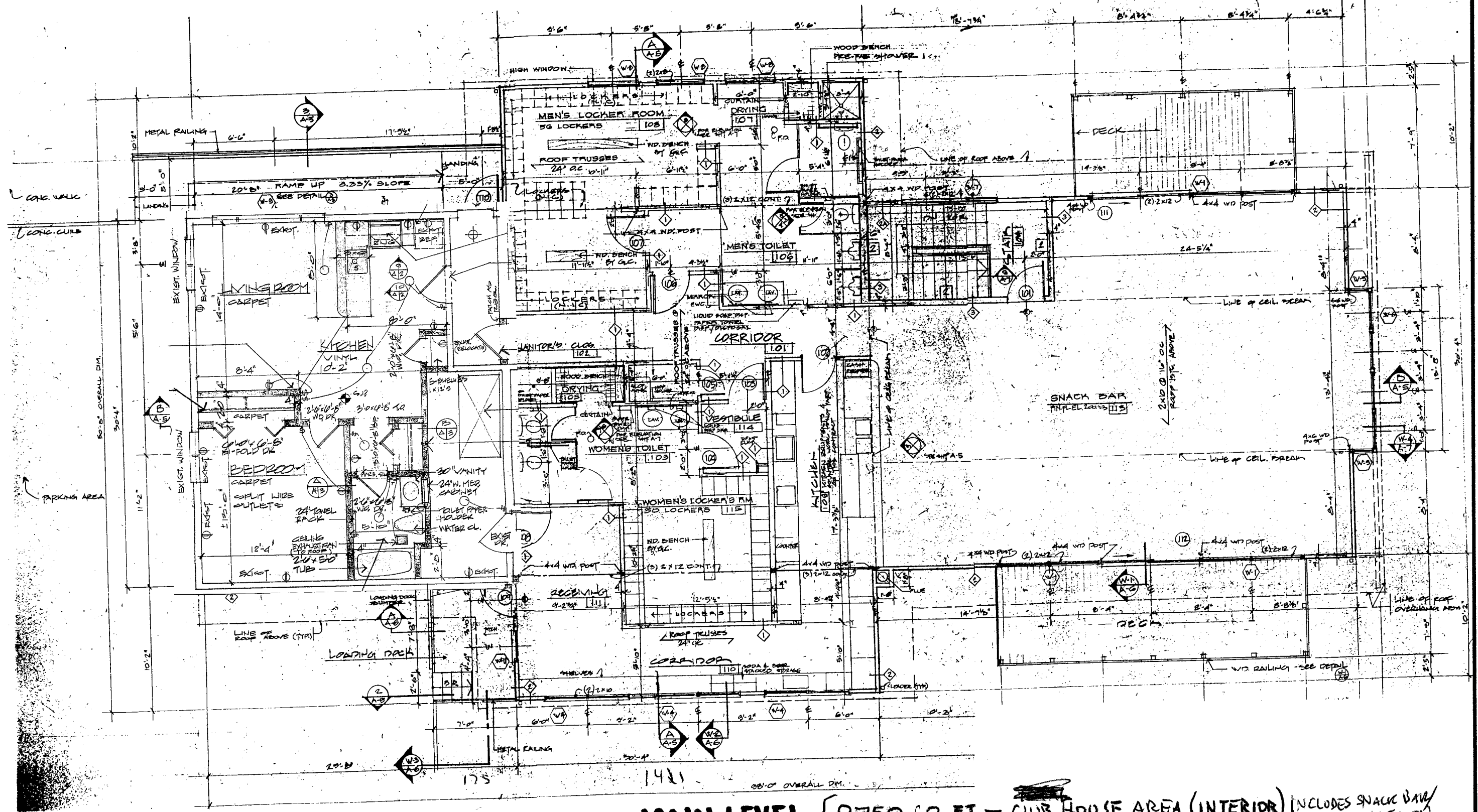
EXHIBIT F

<u>Flanders Valley Golf Course</u>	Year 2009	Year 2010	Year 2011	Year 2012
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<u>Pinch Brook Golf Course</u>	Year 2009	Year 2010	Year 2011	Year 2012
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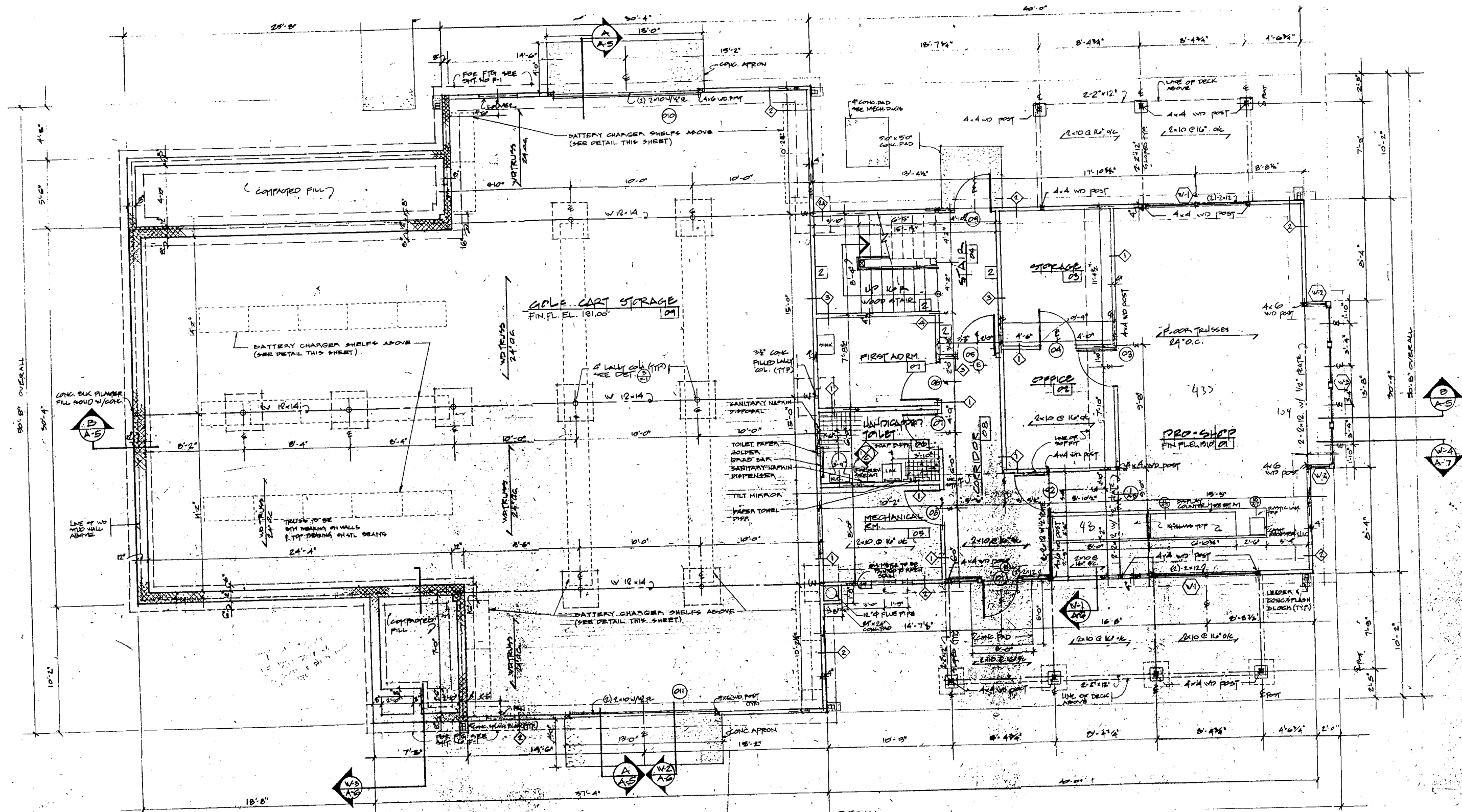
<u>Sunset Valley Golf Course</u>	Year 2009	Year 2010	Year 2011	Year 2012
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Non-Resident Registration	43	50	31	22
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Total Registrations	2,588	2,437	2,263	2,256

<u>Total Of All 3 Courses</u>	Year 2009	Year 2010	Year 2011	Year 2012
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Non-Resident Registration	91	89	60	52
Non-Resident Full Privilege Card	568	472	408	349
Total Registrations	12,525	11,733	10,769	10,270



MAIN LEVEL { 2750 SQ. FT. - CLUB HOUSE AREA (INTERIOR) INCLUDES SNACK BAR / KITCHEN
 550 SQ. FT. - APARTMENT AREA
 1203 SQ. FT. - SNACK BAR / KITCHEN
CLUB HOUSE **PINCH BROOK GOLF COURSE**

1/8" = 1'-0"



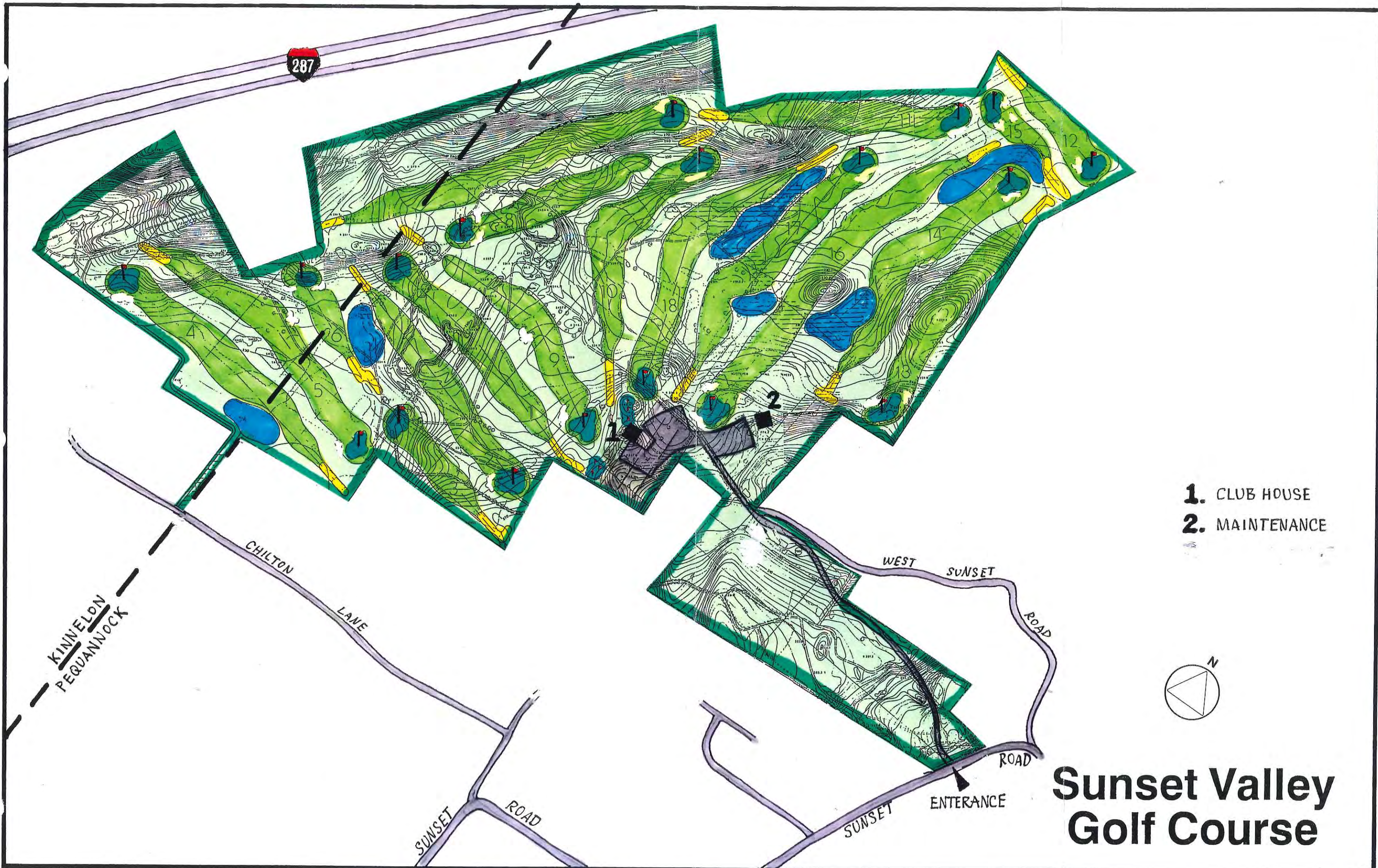
LOWER LEVEL
 1160 SQ. FT. - PRO SHOP, OFFICES
 1970 SQ. FT. - CART STORAGE AREA
CLUB HOUSE

1/8" = 1'-0"

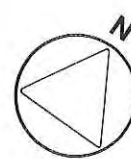
PINCH BROOK GOLF COURSE



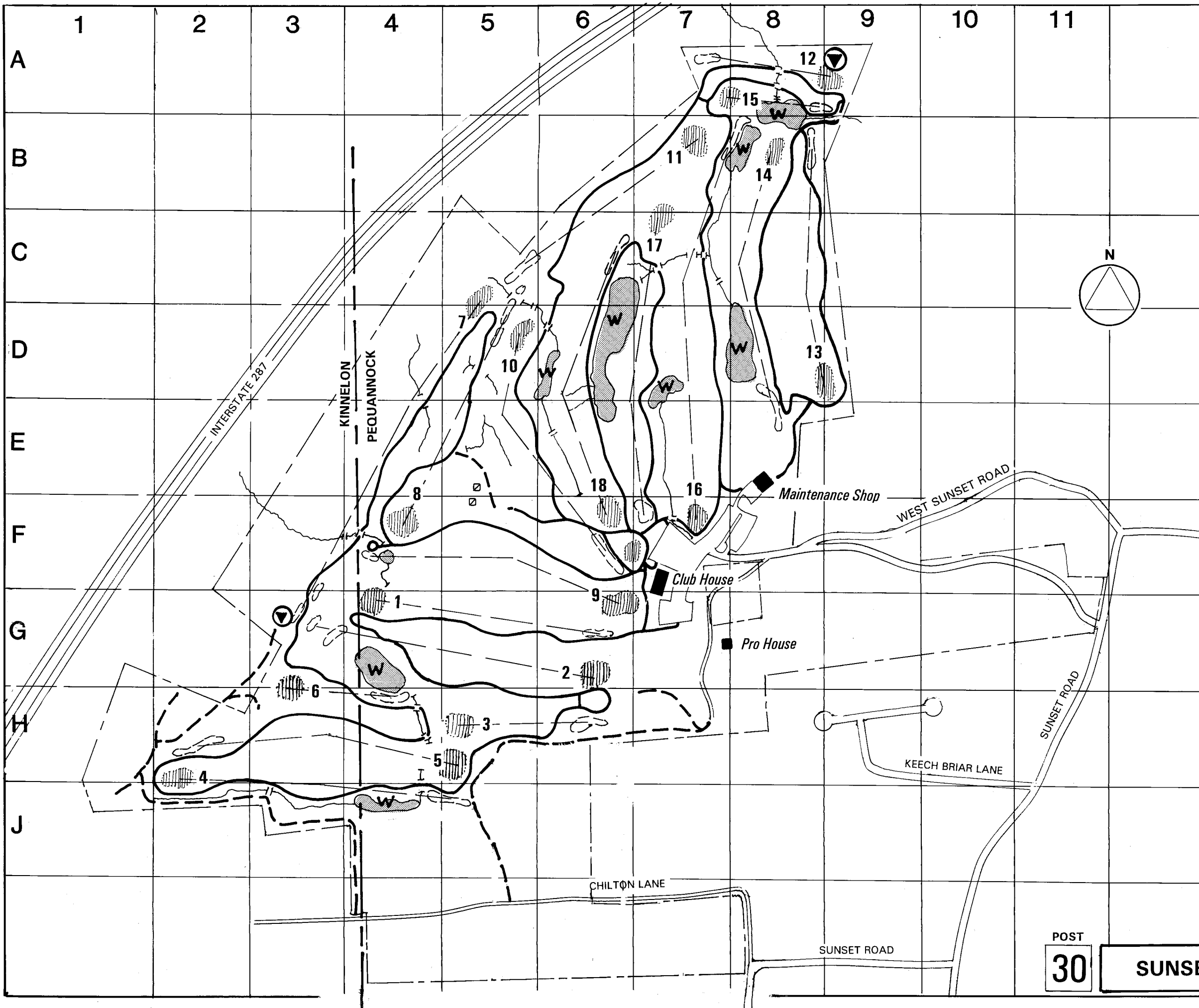
1 inch = 700 feet



- 1. CLUB HOUSE
- 2. MAINTENANCE



Sunset Valley Golf Course



- WETLANDS
- BRIDGE OVER STREAM
- Mine Subsidence Pits
- Ruins/Point of Interest
- Power Line Tower
- Structure
- Utility Easement
- Public Preserve Boundary
- Public Telephone
- Gate/Post
- Water
- Tee Off
- Hole Green
- Cellular Telephone Emergency Call Box

47 WEST SUNSET RD.
 POMPTON PLAINS, NJ 07444

Maintenance Bldg. 839-5676
 Golf Shop 835-1515
 Super. 835-3055
 Pay Phones 835-9682
 835-9604

- Public Vehicular Road
 - AMBULANCE/AUTO (9+ Feet Wide Road)
 - 4X4 TRUCK (7 - 9 Feet Wide Woods Road)
 - ATV (3 - 6 Feet Wide Woods Road)
 - Foot Trail (1 - 3 Feet Wide Path)
 - Overgrown Woods Road
- SCALE 1"=400'**
 All Grids on 1" Intervals
 on True North

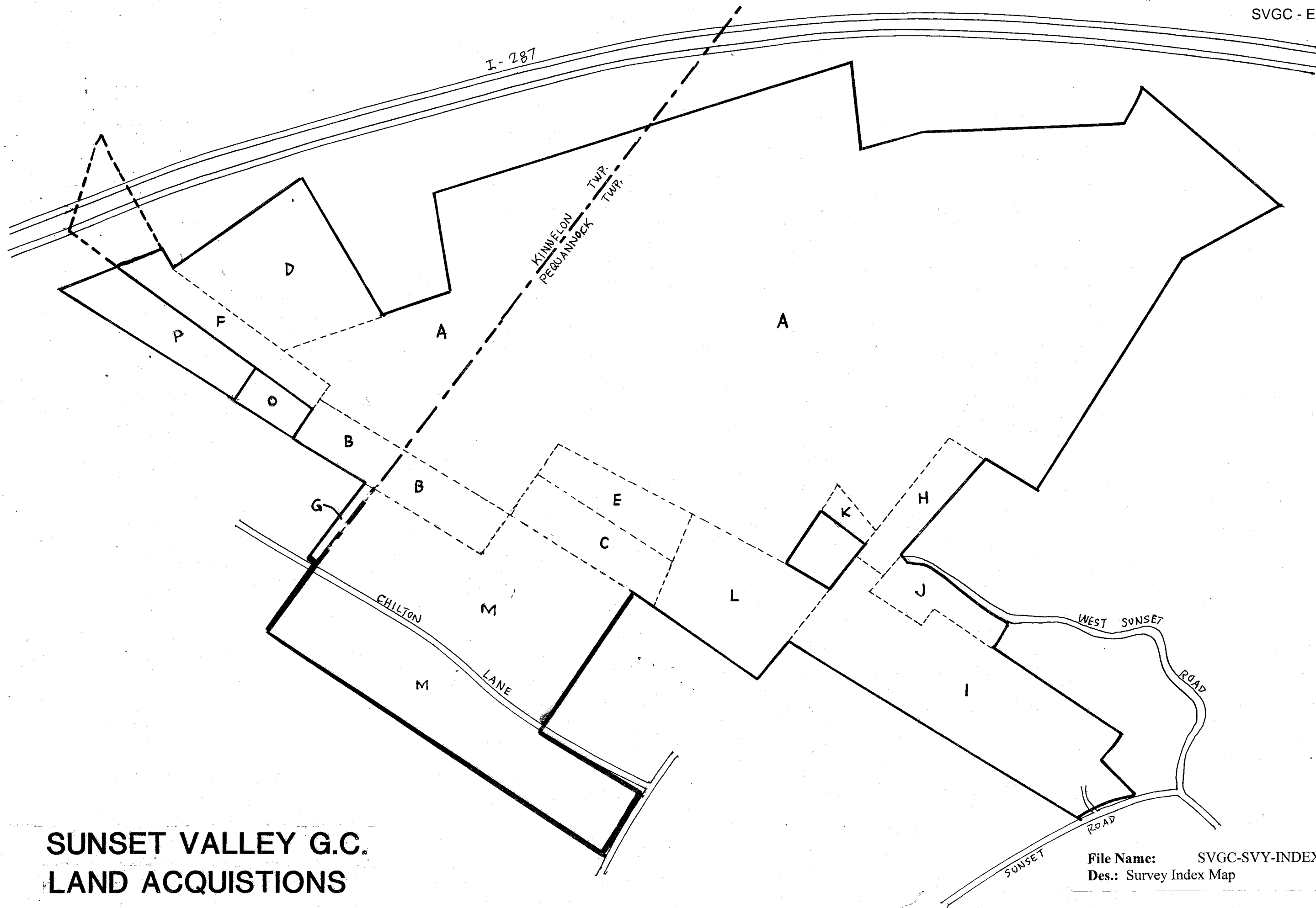
POST
30

SUNSET VALLEY GOLF COURSE

EMERGENCY ACCESS MAP

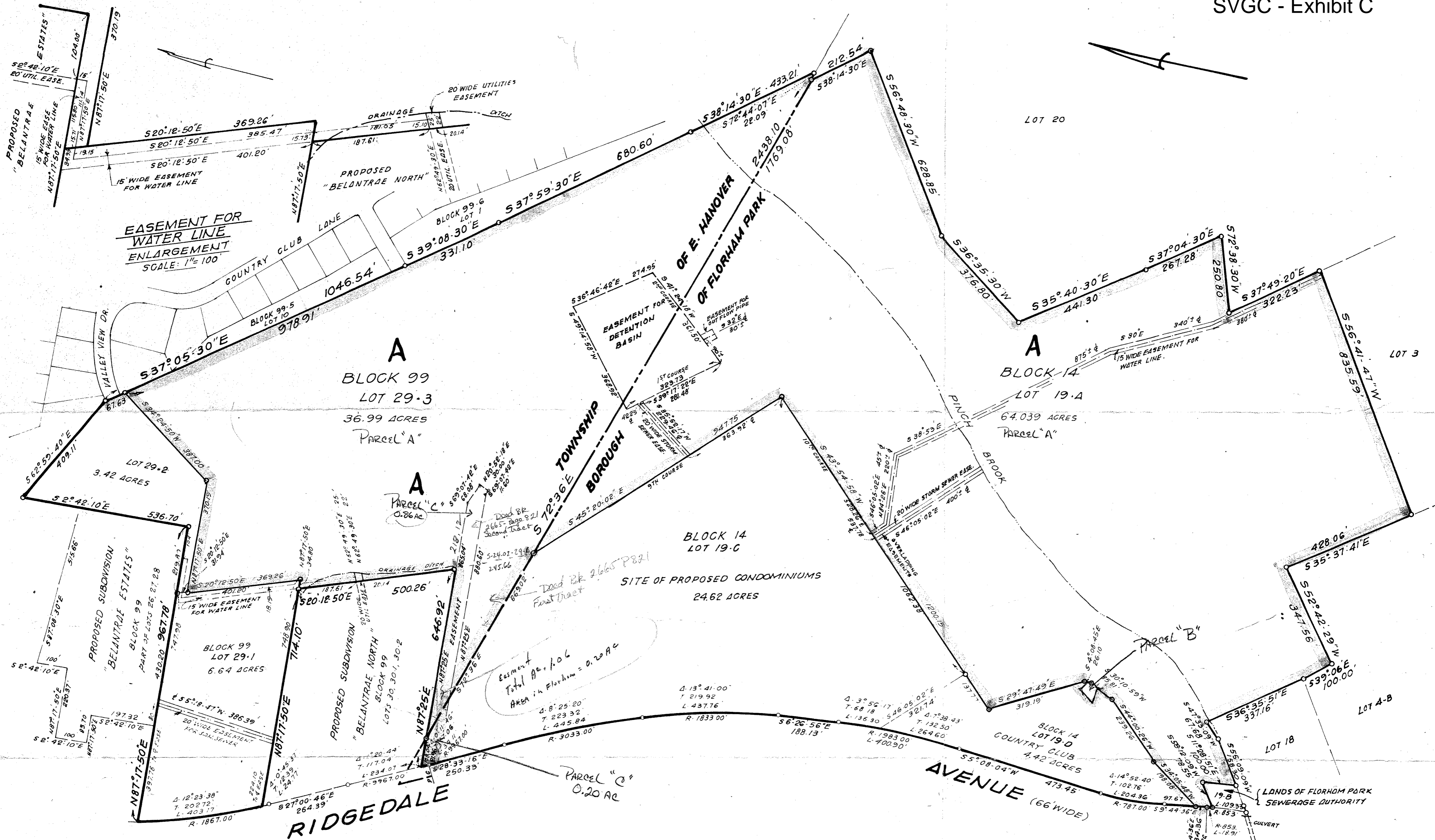
I-287

KINWELON
PERQUANNOCK
TWP.
TWP.



**SUNSET VALLEY G.C.
LAND ACQUISITIONS**

File Name: SVGC-SVY-INDEX
Des.: Survey Index Map



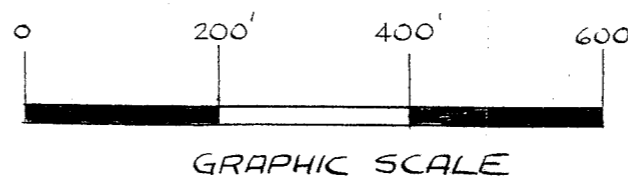
CERTIFIED TO:
 - THE HOWARD SAVINGS BANK
 - AMERICAN TITLE INSURANCE CO.
 - NEW JERSEY REALTY TITLE INSURANCE CO.
 - BERNARD KRUTH
 - BOROUGH OF FLORHAM PARK
 - BELANTRAE GREENS, INC.

DB 2661 DP 0919
 DB 2665 DP 0317

NOTE

SUBJECT TO ALL GRANTS AND EASEMENTS
 ON FILE IN MORRIS COUNTY CLERK'S OFFICE
 AND NOT SHOWN ON THIS PLAN.

File Name: PBGC-SVY-0001
 Des.: Survey Map "A", Bk 14, L-19C; Bk 99, L-29.3



A

SURVEY

LANDS OF
FLORHAM PARK COUNTRY CLUB
 BOROUGH OF FLORHAM PARK
 TOWNSHIP OF EAST HANOVER
 MORRIS COUNTY, N.J.

SCALE: 1" = 200' DATE: 4/15/79 7-31-80
 6/25/80 8-6-80
 7/18/80

DONOFRIO ASSOCIATES
 112 5th RIDGEDALE AVE. E. HANOVER, N.J.
 John A. Donofrio
 JOHN A. DONOFRIO, P.E.-L.S. LIC. #19449

Morris County Park Commission
Golf Course Operation
Sunset Valley

EXHIBIT D

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
<u>Golf Maintenance Expenses</u>				
Full Time Salaries	448,341.05	447,461.16	426,956.88	444,410.93
Full Time Benefits	203,972.76	221,546.97	214,550.10	237,844.29
Part Time Salaries	102,441.48	38,033.71	23,765.00	35,009.94
Part Time Benefits	9,028.17	3,367.12	2,115.80	3,233.87
Total Labor Cost	763,783.46	710,408.96	667,387.78	720,499.02
Utilities	12,704.90	15,024.04	16,142.46	11,263.11
Small Equipment & Tools	5,392.86	3,880.10	2,551.19	4,260.89
Equipment Maintenance Inventory	38,705.23	28,329.43	19,243.27	23,080.94
Hired Equipment	2,612.97	3,501.03	3,241.44	3,781.60
Vehicles & Vehicular Equipment	-	-	-	-
Top Dressing Mulches	12,130.35	9,405.22	10,709.68	9,355.34
Fertilizer, Agricultural Chemicals & Seeds	105,271.44	123,934.78	12,532.11	69,274.31
All Other Operating Expenses	41,330.19	38,133.47	37,174.12	47,340.19
Total Golf Operating Expenses	218,147.94	222,208.07	101,594.27	168,356.38
Total Direct Operating Expenses	981,931.40	932,617.03	768,982.05	888,855.40
Greens Keeping Cost Per Round	27.61	20.37	18.29	20.38
<u>Golf Shop Expenses</u>				
Full Time Salaries	45,728.66	44,178.20	47,330.24	51,797.79
Full Time Benefits	20,804.25	21,873.51	23,783.92	27,721.66
Part Time Salaries	69,183.11	130,453.15	101,847.01	105,322.75
Part Time Benefits	6,097.11	11,549.02	9,067.44	9,728.66
Total Labor Cost	141,813.13	208,053.88	182,028.61	194,570.86
Utilities	35,530.73	45,763.47	32,918.24	34,050.74
Equipment	433.57	2,186.23	1,055.46	100.23
Supplies	4,205.87	3,263.26	2,913.59	3,298.25
Miscellaneous	8,217.92	10,159.70	14,693.37	11,255.19
Cost Of Goods Available For Sale	11,409.42	8,138.00	10,090.89	7,668.09
Cost Of Revenue Production	66,083.51	70,992.52	65,408.05	64,730.71
Total Operating Expenses	125,881.02	140,503.18	127,079.60	121,103.21
Total Direct Shop Operating Expenses	267,694.15	348,557.06	309,108.21	315,674.07
Customer Service Cost Per Round	7.53	7.61	7.35	7.24
<u>Revenues - Golf Shop</u>				
Merchandise Sales	13,980.51	15,085.69	15,304.57	14,523.67
Golf Handicap Fees	11,488.00	10,048.00	9,440.00	8,448.00
Golf Club Rentals	607.36	630.72	654.08	630.72
Other	-	-	-	-
Golf Shop Revenues	26,075.87	25,764.41	25,398.65	23,602.39
Revenues - Golf Operations				
Greens Fees	879,967.00	1,159,248.97	1,019,096.63	1,086,617.40
Hand Cart Rentals	6,324.33	6,679.64	5,980.26	5,550.16
Power Cart Rentals	216,873.13	317,247.28	273,674.96	305,886.52
Registration Fees	146,132.00	141,465.00	128,455.00	122,604.00
Reservation Fees	74,917.50	95,696.00	75,379.00	70,880.50
No Shows	1,255.00	973.00	1,254.50	621.50
Special Spectator	1,150.00	-	740.00	2,397.00
Miscellaneous	979.65	43.85	795.79	940.29
Gift Cards	2,204.06	1,614.00	-	2,431.51
Lessons	2,713.00	2,076.00	640.00	945.00
Golf Operating Revenues	1,332,515.67	1,725,043.74	1,506,016.14	1,598,873.88
Combined Operating Revenues	1,358,591.54	1,750,808.15	1,531,414.79	1,622,476.27
Combined Direct Operating Expenses	1,249,625.55	1,281,174.09	1,078,090.26	1,204,529.48
Net Operating Return	108,965.99	469,634.06	453,324.53	417,946.79
Total Rounds	35,559	45,795	42,051	43,618
Revenue Per Round	38.21	38.23	36.42	37.20
Total Expense Per Round	35.14	27.98	25.64	27.62
Net Operating Return Per Round	3.06	10.26	10.78	9.58

Morris County Park Commission
Sunset Valley Golf Rounds By Type - 2009 - 2012

EXHIBIT E

Year: 2012	January	February	March	April	May	June	July	August	September	October	November	December	Total
Resident Play	-	-	1,349	2,118	2,362	2,488	2,558	2,271	1,977	1,016	430	412	16,981
Senior/Junior Play	-	-	398	576	626	709	702	804	615	377	94	4	4,905
Non-Resident Play	-	-	384	770	1,001	1,617	1,567	1,598	1,092	577	185	36	8,827
Twilight Play	-	-	284	666	608	906	1,026	846	687	832	575	272	6,702
High School Play	-	-	184	284	168	-	-	-	-	-	-	-	636
9 Hole Play	-	-	257	509	548	930	1,012	922	613	358	110	18	5,277
Replay Play	-	-	15	-	2	15	27	32	20	111	58	10	290
Total	-	-	2,871	4,923	5,315	6,665	6,892	6,473	5,004	3,271	1,452	752	43,618

Year: 2011	January	February	March	April	May	June	July	August	September	October	November	December	Total
Resident Play	-	-	51	3,084	2,214	3,383	2,453	2,107	1,790	1,430	897	101	17,510
Senior/Junior Play	-	-	15	469	599	890	769	743	494	387	243	20	4,629
Non-Resident Play	-	-	12	498	770	983	1,040	812	706	431	253	35	5,540
Twilight Play	-	-	16	1,129	1,068	1,348	1,574	980	860	1,271	1,222	187	9,655
High School Play	-	-	72	195	208	-	-	-	-	-	-	-	475
9 Hole Play	-	-	48	271	635	694	749	799	514	383	134	15	4,242
Replay Play	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	214	5,646	5,494	7,298	6,585	5,441	4,364	3,902	2,749	358	42,051

Year: 2010	January	February	March	April	May	June	July	August	September	October	November	December	Total
Resident Play	-	-	207	3,211	2,769	3,350	2,862	2,774	2,287	2,050	820	-	20,330
Senior/Junior Play	-	-	52	590	642	825	760	736	663	461	187	-	4,916
Non-Resident Play	-	-	38	747	993	1,116	1,113	1,009	1,080	617	309	-	7,022
Twilight Play	-	-	58	941	1,131	1,531	1,425	1,078	875	1,042	1,657	-	9,738
High School Play	-	-	32	247	320	-	-	-	-	-	-	-	599
9 Hole Play	-	-	1	749	351	655	356	472	329	167	110	-	3,190
Replay Play	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	388	6,485	6,206	7,477	6,516	6,069	5,234	4,337	3,083	-	45,795

Year: 2009	January	February	March	April	May	June	July	August	September	October	November	December	Total
Resident Play	-	-	81	1,068	2,325	1,818	2,427	1,994	1,211	513	324	-	11,761
Senior/Junior Play	-	-	2	147	276	383	494	398	220	95	30	-	2,045
Non-Resident Play	-	-	14	328	783	743	937	865	536	195	98	-	4,499
Twilight Play	-	-	227	2,302	1,572	2,780	2,229	1,561	918	712	788	-	13,089
High School Play	-	-	46	216	276	-	-	-	-	-	-	-	538
9 Hole Play	-	-	89	304	404	706	568	553	576	229	198	-	3,627
Replay Play	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	459	4,365	5,636	6,430	6,655	5,371	3,461	1,744	1,438	-	35,559

Morris County Park Commission
 Golfer Registrations By Course
 2009 - 2012

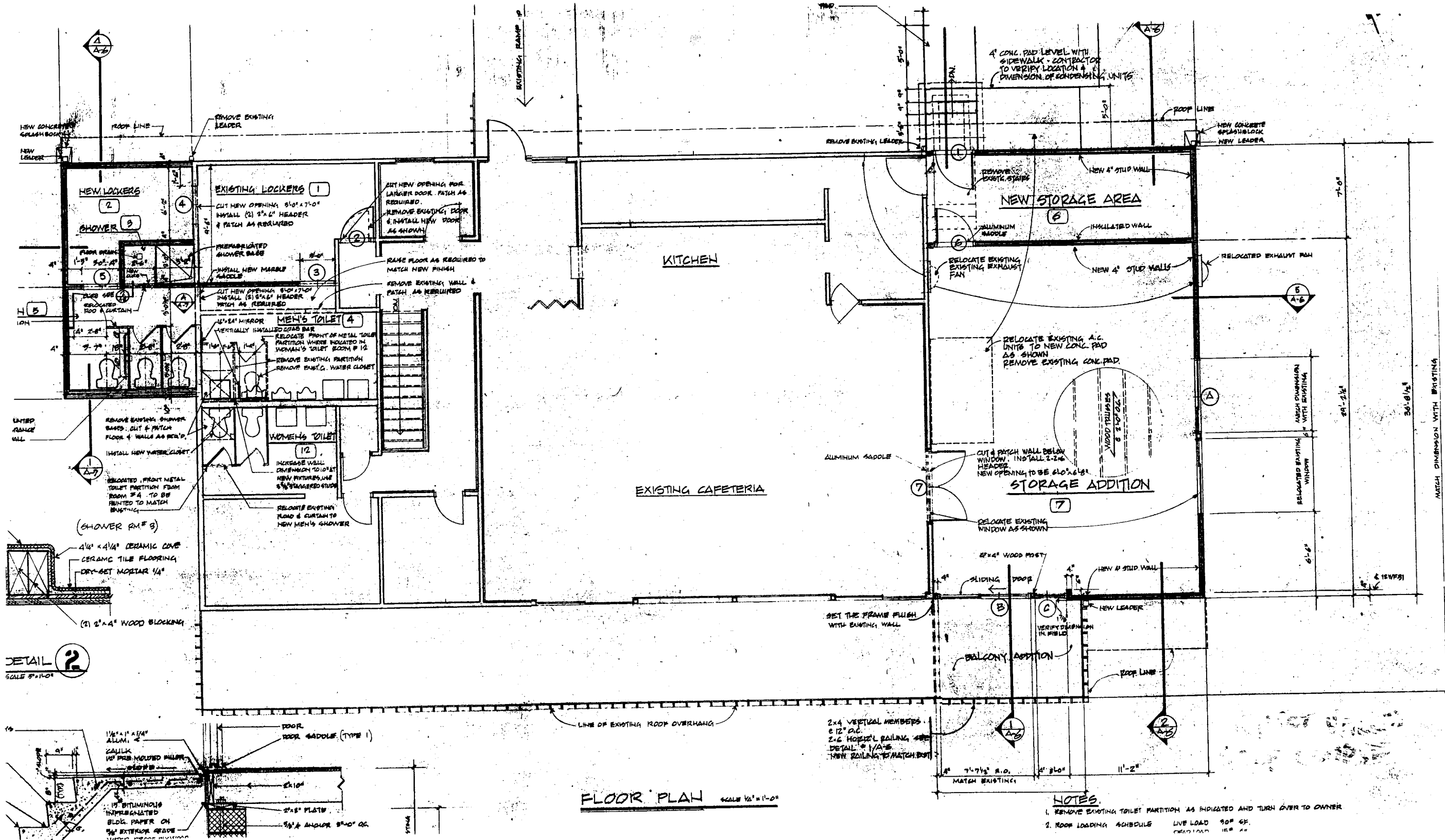
EXHIBIT F

<u>Flanders Valley Golf Course</u>	Year 2009	Year 2010	Year 2011	Year 2012
Resident Registration	3,460	3,001	2,668	2,419
Senior/Junior Registration	619	540	547	534
Non-Resident Registration	10	10	4	3
Non-Resident Full Privilege Card	101	73	53	45
Total Registrations	4,190	3,624	3,272	3,001

<u>Pinch Brook Golf Course</u>	Year 2009	Year 2010	Year 2011	Year 2012
Resident Registration	4,223	4,183	3,772	3,532
Senior/Junior Registration	1,276	1,269	1,266	1,319
Non-Resident Registration	38	29	25	27
Non-Resident Full Privilege Card	210	191	171	135
Total Registrations	5,747	5,672	5,234	5,013

<u>Sunset Valley Golf Course</u>	Year 2009	Year 2010	Year 2011	Year 2012
Resident Registration	1,857	1,759	1,603	1,613
Senior/Junior Registration	431	420	445	452
Non-Resident Registration	43	50	31	22
Non-Resident Full Privilege Card	257	208	184	169
Total Registrations	2,588	2,437	2,263	2,256

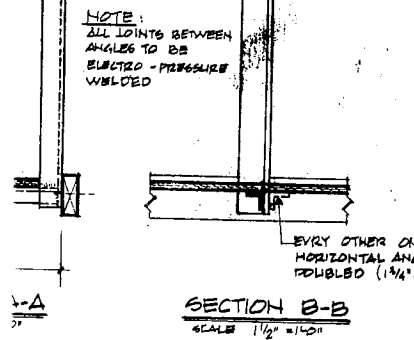
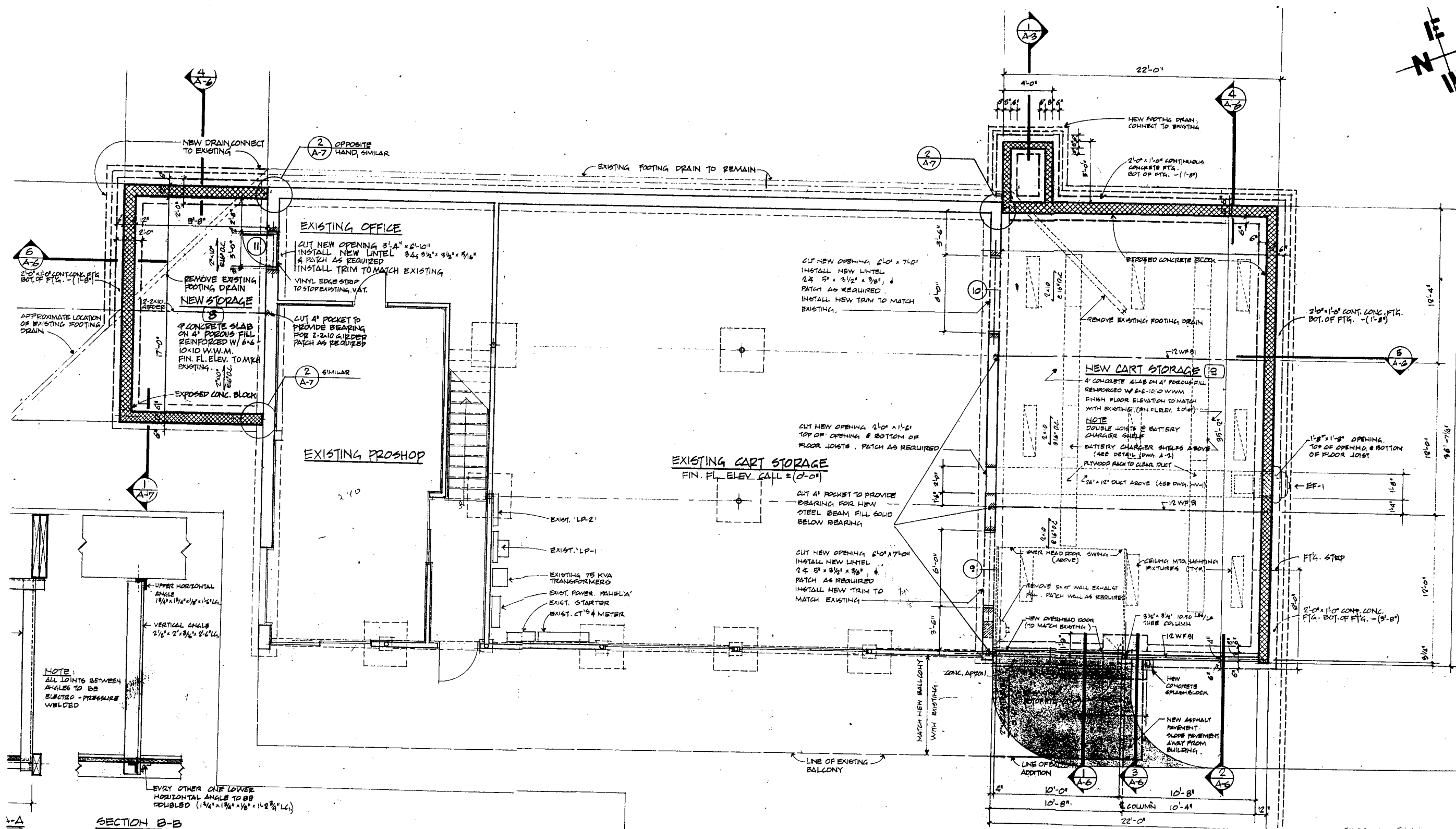
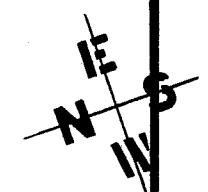
<u>Total Of All 3 Courses</u>	Year 2009	Year 2010	Year 2011	Year 2012
Resident Registration	9,540	8,943	8,043	7,564
Senior/Junior Registration	2,326	2,229	2,258	2,305
Non-Resident Registration	91	89	60	52
Non-Resident Full Privilege Card	568	472	408	349
Total Registrations	12,525	11,733	10,769	10,270



1/8" = 1'-0

CLUB HOUSE

SUNSET VALLEY GOLF COURSE



SECTION B-B
SCALE 1/2\"/>

LOWER LEVEL

CLUB HOUSE

SUNSET VALLEY GOLF COURSE

1/8\"/>

