



**STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF PARKS AND FORESTRY**

Request for Proposal

Management/Operation of Cream Ridge Golf Course

Upper Freehold Township, Monmouth County

Release Date: August 3, 2011

Due Date: September 21, 2011

1.0 GENERAL INFORMATION FOR BIDDERS

1.1 Purpose and Intent

This Request for Proposal (RFP) is issued by the New Jersey Department of Environmental Protection (“Department”), Division of Parks and Forestry (“Division”), on behalf of the State of New Jersey (the “State”). The purpose of this RFP is to solicit proposals from qualified bidders to operate, maintain, and manage Cream Ridge Golf Course (“Golf Course Property”), located in Upper Freehold Township, Monmouth County, New Jersey. The Department is seeking an Operator that has experience and knowledge in operating golf courses, is financially stable, and shows strength in customer service commitment and employee performance. The winning bidder will enter into a six (6) year Operating Agreement with the Department and will have the potential to renew the Operating Agreement for an additional fourteen (14) year period if Operator undertakes certain capital improvements, as described in Section 1.3.12 and 5.2 below.

As consideration for entering the Operating Agreement, the successful bidder will pay the State a fixed annual fee, adjusted annually by the Consumer Price Index, plus a percentage of its annual gross revenue earned from golf course operations.

It is the goal of the State to continue the safe and efficient operation of the Golf Course Property. Thus, the Department intends to enter into an agreement with a capable Operator that will operate, maintain and manage the Golf Course Property in accordance with Federal, State, and local laws and the terms set forth in the Operating Agreement. The successful bidder will be responsible for the day-to-day operation of the Golf Course Property and will be responsible for its full time operation, as well as its physical and commercial development in accordance with the Department’s goals.

All bidders shall submit as part of their bid proposals an Operational Management Plan, setting out how they propose to operate, maintain, and manage the Golf course Property. Plans for capital improvements should also be included in the Operational Management Plan. Based on this Operational Management Plan, bidders also must propose a fixed annual fee payable to the State, plus a threshold amount of gross revenue above which Operator will pay the State fifteen (15) percent of its annual gross revenue.

The intent of this RFP is to award a contract in the form of an Operating Agreement to a responsive bidder whose bid conforms to the requirements of this RFP and is most advantageous to the State, based on the Department’s evaluation criteria in Section 6.3.

1.2 Background

The Golf Course Property is an 18-hole public regulation golf course with a driving range. The entire Golf Course Property consists of approximately 143 acres as shown on the map attached hereto and incorporated by reference as Exhibit A. The Golf Course Property is designated as Block 40, Lots 1.01 and 1.06 on the Tax Map of Upper Freehold Township, Monmouth County, New Jersey, a copy of which is attached hereto and incorporated by reference as Exhibit B.

The golf course was established by original owner and founder Frank Miscoski in 1958 and was managed by his family until 2006 when they sold the property to Department through the Green Acres Program. The Golf Course Property is managed by the Department's Division of Parks and Forestry. Rolling hills and many hazards contribute to the natural charm of the golf course that currently has three sets of tees that play 5150 yards from the front tees (Par 70) and 6446 yards from the back tees (Par 71).

1.2.1 Restaurant and Banquet Facilities

The Department currently leases the restaurant/banquet facility ("Greens Café") to A & Ku Enterprises, Inc. ("Greens Café Tenant"). When the Department acquired the Golf Course Property, the seller assigned its lease with the Greens Café Tenant to the Department. The Greens Café lease is attached hereto as Exhibit C. The lease expires on December 31, 2018.

When the lease expires or is terminated, the Department will publicly bid a new lease or concession agreement, but the Operator (of the Golf Course Property) will have the right of first refusal to enter into an agreement with the Department to operate Greens Café. The minimum rent, or concession fee, will be set at an amount equal to or higher than the current rent paid for Greens Café.

The lease with the Greens Café Tenant is for the preparation and sale of food in the restaurant/café, banquet facilities (including outdoor patio), and outdoor pavilion, all of which can be used by the Greens Café Tenant for events, including golf outings. The Department has also granted the Greens Café Tenant the exclusive right to sell and dispense food and non-alcoholic beverages on the Golf Course Property and the exclusive right to operate mobile food/beverage carts on the Golf Course Property. In addition, the Greens Café Tenant has an Annual State Permit License to sell alcoholic beverages in the restaurant, banquet room and on the patio in open containers for immediate consumption. The Greens Café Tenant can also distribute and sell malt alcoholic beverages on the Golf Course Property in plastic containers from a beverage cart as long as it has obtained the proper permit or license from the New Jersey Division of Alcoholic Beverage Control.

Because the Greens Café Tenant has the exclusive right to sell and dispense food and beverages in the Café and on the Golf Course Property, the Operator will not be permitted to sell or dispense food or beverages (alcoholic and non-alcoholic) on the Golf Course Property, unless the Operator succeeds the Greens Café Tenant as the concessionaire or tenant of Greens Cafe. Golf outing groups are prohibited from bringing their own food or beverages on the Golf Course Property and outside catering vendors are prohibited from operating on the Golf Course Property. Operator shall not allow course visitors to bring alcoholic beverages onto the Golf Course Property. Visitors may purchase alcoholic beverages from the tenant or concessionaire of Greens Café if such beverages are sold.

The availability of alcoholic beverages for sale at Greens Café and the Golf Course Property is contingent upon the Greens Cafe' Tenant or future tenants or concessionaires of

Greens Café qualifying for and holding the appropriate licenses and permits issued by the Division of Alcoholic Beverage Control.

Wawa has traditionally held a corporate outing on the Golf Course Property where it brought its own food to the outing. For this annual outing, the Department and the Greens Café Tenant have allowed an exception to Greens Café Tenant's exclusive right to serve food and non-alcoholic beverages on the Golf Course Property in exchange for the prior golf course tenant compensating the Greens Café Tenant Two Hundred Fifty Dollars (\$250.00) for each day the outing was held. Operator will have the option of continuing to allow the Wawa event under these terms or any terms it negotiates with the Greens Café Tenant or future tenants or concessionaires of Greens Café.

The Department will remain the landlord of Greens Café under the current Greens Café lease, but Operator will be responsible for: (1) snow and ice removal in the parking lot shared by the Golf Course and Greens Café and (2) providing a golf cart to the Greens Café Tenant for trash removal purposes, as set forth in Paragraph 14 of the Operating Agreement, a copy of which is attached and incorporated by reference as Exhibit F.

The Operator may maintain, and is entitled to all proceeds from, a soda machine located outside the clubhouse facility. The Greens Café Tenant shall maintain, and be entitled to all proceeds from, a soda machine located in the clubhouse facility.

1.2.2 Easements on Golf Course Property

Two easements have been granted to Monmouth County for Bridge U95 along Walnford Road and Bridge U37 on the easterly side of Holmes Mill Road. The Golf Course Property is also subject to any utility easement along the public roads.

1.3 Structures and Facilities

1.3.1 Clubhouse

The Clubhouse encompasses the pro shop, offices, bathrooms, locker rooms, Greens Café, take-out area and the banquet/catering hall. The Clubhouse was renovated and expanded about 15 years ago and the interior and exterior of the building is in good condition. The Pro Shop provides ample floor, counter and wall space to display merchandise and service customers. In the rear of the Pro Shop are two rooms that currently serve as office space for the General Manager, Superintendent and Golf Pro. Down the hallway from the Pro Shop are bathroom and locker-room facilities for men and women. Both facilities offer showers and lockers that can be utilized by members and/or the general public. There is an additional room adjacent to the mens' locker-room that is currently used as a members' lounge.

1.3.2 Driving Range

The driving range is located on the northern end of the parking lot and offers 12 teeing locations with artificial driving range mats. There are no structures or ball dispensing machine on the driving range. Range balls need to be purchased in the Pro Shop.

1.3.3 Pole Barn and Storage Trailer

The Golf Course Property does not have a facility to accommodate maintenance staff or an area for the service and repair of golf course equipment. Instead, there is a 50 ft x 100 ft pole barn with a dirt floor that provides for the cold storage of golf course maintenance equipment. This structure does not have any heat, water or sanitary facilities, but does have electrical service to supply minimal lighting. Adjacent to this building is a separate trailer that is currently used for pesticide storage.

1.3.4 Cart Storage

The golf cart storage building has the capacity for storage of 80 golf carts. There are overhead doors on each end of the building for easy removal and parking of the golf carts. The building does not have interior wiring and outlets to accommodate chargers for electric carts.

1.3.5 Pavilion

The pavilion is located on the southern end of the parking lot. It is a 30 ft. x 60 ft. pole barn with a concrete floor. The sides of the pavilion are not enclosed, but it does have lights and electrical outlets.

1.3.6 Pump House

The building houses the existing pump station and is in good condition.

1.3.7 Additional Issues with Existing Structures and Facilities

- i. Roofs on the Cart Building, Pavilion and Pole Barn are in need of repair and replacement. Interior columns in the Cart Building need to be replaced or reinforced. Operator will be responsible for repairs and replacement.
- ii. Exterior trim on the Cart Building and Pavilion needs to be repaired or replaced. Some gutters are missing on the Pavilion. Operator will be solely responsible for repairs and replacement.
- iii. The heating, air conditioning and water conditioning system are original to the building and according to the current operator service calls for repair and maintenance of these systems have been increasing. The Operator will be solely responsible for the repair, maintenance and replacement of these systems in the portion of the main building commonly know as the Pro Shop and Club House.

- iv. Areas of the existing asphalt parking lot are deteriorating and the lot needs to be striped. Operator will be solely responsible for repairs and striping.
- v. There are trees along the highway side of the parking in the county ROW, which Monmouth County approved. Recently the highway was realigned (shifted east along County Rt. 539/Sharon Station Rd.) and the County maintains this section of land between the driving range and County Rt. 539.

1.3.8 Irrigation System

- Single row fairway irrigation using a combination of Toro and Hunter irrigation heads, many of which are original to the system (20 years old).
- Pump Station: two 25hp motors produce a total of 500gpm. One of the pumps was rebuilt a year ago and the other was rebuilt about five years ago.
- Seven stations are located on the golf course.
- The system is not pressurized and the current operator said that it takes about 10 to 15 minutes for the system to get up to pressure.
- Underground pipe is 40 plus years old and the current operator indicated that the pipe has had problems with leaks.
- Supply well pump is about five years old and the current operator believes that the phases on the electric are not distributed evenly, resulting in inadequate power that caused the motor to burn out. The supply well pump is tied into the irrigation system and can provide for limited water supply in the event that the main pump station goes down.

1.3.9 Water Usage

The Golf Course Property has a Water Allocation Permit #2186P issued by the Department, Bureau of Water Allocation. The permit allows for water diversion from the following sources:

1. Groundwater: Well Permit No. 4800045: 700gpm
2. Surface Water: Pond: 500gpm

The total diversion from the above sources shall not exceed the permit terms: 10 million gallons per month at a maximum rate of 500 gpm and the total diversion from the above sources shall not exceed 30 million gallons per year. The Operator of the Golf Course Property will be responsible for following specific and general conditions required for the operation of the Water Allocation Permit. The permit expires on June 30, 2013. A copy of the permit is available by contacting the Office of Leases at 609-633-7575.

The Operator of the Golf Course Property solely shall bear the expense of all water permitting costs and fees, including those associated with renewing or obtaining a new Water Allocation Permit.

1.3.10 Septic System

The septic tank is 1,500 gallons and is pumped out into the existing drain field. There is not a grease tank in use at the restaurant. The current operator indicated that the drain field is 100 ft. x 100 ft. and that they have not experienced any problems.

1.3.11 Low Hazard Dam

The Operator of the Golf Course Property shall be solely responsible for all maintenance and inspections required on the Low Hazard Dam that was completed in 2008.

- i. The dam located on the Golf Course Property is classified as a Class III - Low Hazard Potential. This classification includes those dams, the failure of which would cause loss of the dam itself but little or no additional damage to other property. This classification applies to rural or agricultural areas where failure may damage farm buildings other than residences, agricultural lands or non-major roads.
- ii. Owners or operators of Class III dams shall have a regular inspection performed every four years. The Department may at its discretion require the owner or operators to perform a formal inspection of a Class III dam.

1.3.12 Capital Improvements

There are two capital improvement projects (“Capital Projects”) that Operator may undertake in exchange for a 14-year renewal term of the Operating Agreement. The Department will not be responsible for these projects should the Operator not undertake the improvements.

- i. Design, construction and costs for a maintenance facility, including but not limited to:
 - a. Areas for equipment storage, service and repair
 - b. A wash water recycle system
 - c. A pesticide storage area including a mix and load system
 - d. Area to provide facilities for maintenance staff employees, including office space, break room, bathroom and locker/shower facilities
 - e. Above ground fueling stations with containment
 - f. Installation of utilities including but not limited to electric, water and septic

- ii. Design, installation and costs for a new irrigation system, including but not limited to:
 - a. Pump House
 - b. Pump Station and controllers for irrigation system and well supply pump
 - c. Central Control System and Satellites
 - d. Pipe, wire, valves, irrigation heads, etc., required for the operation of the system
 - e. Modifications to existing Water Allocation Permits
 - f. Upgrades to electric service as required

All improvements, including the Capital Projects, are subject to the review and approval of the Department in accordance with the Operating Agreement.

1.4 Equipment

The Operator shall be solely responsible for providing all equipment necessary to operate the golf course.

1.4.1 Golf Carts

The Operator shall be solely responsible for providing all golf carts necessary to operate the golf course.

1.4.2 Pro Shop Inventory

The Department does not own any of the pro shop inventory or display cases. The Operator shall acquire any and all equipment, supplies and inventory necessary to operate the Pro Shop.

1.5 Taxes, Revenue, and Operating Expenses

The Operator shall be required to pay all operating expenses, including utilities and taxes, if applicable.

1.5.1 Property Taxes

Until such time as the Greens Café Lease expires or is terminated, the Operator will be required to pay all property taxes assessed on the Golf Course Property and Greens Café and the Department will annually abate the Operating Agreement Payment by the amount of assessed property taxes attributable to Greens Café and the associated banquet facility. Once the Greens Café lease expires or is terminated, any property taxes assessed on the Greens Café and banquet facility will be the responsibility of the new tenant or concessionaire of the Greens Café (which could be the Operator if Operator exercises its right of first refusal to run Greens Café.)

The property tax assessment in 2010 on the entire golf course, including Greens Café and banquet facility was \$104,060.00.

1.5.2 Utility costs

The septic, gas, and electricity for Greens Café and the remainder of the golf course property are not metered separately. Until such time that the meters are separated, the Operator will be responsible for paying the utility bills for septic, gas and electric on the Golf Course Property. Pursuant to the terms of the Greens Café Lease, the Greens Café Tenant is required to reimburse the Operator fifty percent (50%) of the total utility bills for septic, gas and electric on the Golf Course Property. Utility costs for Calendar Years 2008 through 2010 are attached hereto as Exhibit D.

1.5.3 Revenue

While bidders should be aware of revenues generated by the Golf Course Property, it must be recognized that current revenue are not considered by the Department to be predictive of future revenue. Nor are current revenues to be considered as a guarantee by the Department of any possible future revenue stream. Accordingly, the approximate current revenue figures serve as a guide for bidders and are provided for informational purposes only. Revenue Information for Calendar Years 2008 through 2010 is attached hereto as Exhibit D.

1.5.4 Parking Lot

Greens Café and the Golf Course Property share a parking lot. The Operator will be solely responsible for the maintenance and upkeep of the parking lot.

1.5.5 Snow Removal

Operator is responsible for removal of snow and ice in the parking lots. Operator shall be solely responsible for the first two (2) removals of each season. Thereafter, the Greens Café Tenant is required to pay a "reasonable fee" to Operator or Operator's snow removal agent for additional removals.

1.6 Gift Certificates and Memberships (previously issued)

1.6.1 Gift Certificates

The Operator of Golf Course Property will be required to honor outstanding gift certificates that were sold by the prior operator. The Department will compensate Operator for the face value of the certificate for the rates that were in effect when the gift certificate was issued through an operating fee abatement, upon proof that the gift certificate was redeemed. The current operator estimates that there are approximately 151 outstanding gift certificates.

1.6.2 Memberships

The prior operator has sold memberships that will be valid through January 2012. The Department will reimburse Operator for the value of outstanding memberships for the month of January 2012. The value of these memberships will be based on the type (Full, Senior, and Locker-Room Locker Rental) and the reimbursement will be based on the average monthly cost of the membership under the prior golf course operator. The outstanding balance for memberships sold as of the Effective Date will be attached to the Operating Agreement as an exhibit.

1.7 Canada Geese Population Management

The Operator will be permitted to manage the population of Canada Geese on the Golf Course Property in accordance with federal regulation and guidelines set forth in the Goose Management Program policy of the Division of Parks and Forestry. Management activities shall be limited to adding eggs and removing and destroying nests. Operator will be required to annually report to the Division all activities related to management of population of wild geese on the form attached hereto as the Special State Canada Goose Permit – Annual Report. A copy of the Division’s policy is attached and incorporated by reference as Exhibit E.

1.8 Key Events

The winning bidder shall meet with members of the Department within seven (7) days of the proposal award. The winning bidder must be prepared to assume full operation of the Golf Course Property on **January 1, 2012**.

1.8.1 Questions and Inquiries

The Department will accept questions and inquiries from all potential bidders receiving this RFP. Questions may be submitted in writing only, via mail or email, to the Department at the following address:

Department of Environmental Protection
Division of Parks and Forestry
Office of Leases
Attention: Marci Green, Administrator
501 E. State Street
MAIL CODE 501-04C
P.O. Box 420
Trenton, NJ 08625-0420

Send email to:

office-of-leases.DEP-02-PO.DEP@dep.state.nj.us

Potential Bidders may review bid submissions received by the Department for the private management and operation of Spring Meadow Golf Course, an 18-hole DEP-owned public course located in Wall Township, Monmouth County by contacting the Office of Leases at 609-633-7575.

1.8.1.1 Submission Cut-Off Date

The cut-off date for the submission of questions will be the date of the Mandatory Bidders Meeting (“Meeting”), details of which are set forth in Subsection 1.8.2 below. While all questions will be entertained at the Meeting, it is strongly urged that questions be submitted in writing prior to the Meeting. Written questions must be delivered to the Administrator of the Office of Leases (Administrator). It is requested that bidders with long, complex, or multiple-part questions submit them in writing as far in advance as possible, in order for the Department to prepare answers by the time of the Meeting.

1.8.1.2 Question Protocol

Questions should be submitted in writing to the attention of the Administrator. **Do not contact Cream Ridge Golf Club.** Written questions should be directly tied to the RFP. Questions should be asked in consecutive order, from beginning to end, following the organization of this RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Brief procedural inquiries may be accepted over the telephone by the Office of Leases. However, oral explanations or instructions given over the phone shall not be binding upon the State. Bidders shall not contact the Division of Parks and Forestry or any other branch of the Department directly, in person or by telephone, concerning this RFP.

1.8.2 Mandatory Bidders Meeting

A Mandatory Bidders Meeting (Meeting) has been scheduled for this procurement. The Meeting will be held at the Golf Course Property on:

Tuesday, August 23, 2011 at 10:00 am

NOTE: Bids automatically will be rejected from any bidder or authorized representative that does not attend or that fails to properly register at the Meeting.

The purpose of the Mandatory Bidders Meeting is to provide a structured and formal opportunity for the Department to accept questions from bidders regarding this RFP. The Meeting also will provide bidders with an opportunity to view the Golf Course Property.

Any revisions to the RFP resulting from the Mandatory Bidders Meeting will be formalized and distributed to attendees as written addendum to the RFP. Answers to deferred questions also will be distributed to attendees as written addendum to this RFP.

1.9 Additional Information

1.9.1 Revisions to the RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any RFP addendum will be distributed as follows:

- i. Any addendum issued before the Mandatory Bidders Meeting (see Subsection 1.8.2) will be distributed to all bidders who were sent the initial RFP; and
- ii. Any addendum issued at the time of or after the Meeting will be distributed only to those bidders that attended and properly registered at the Meeting.

1.9.2 Addendum as Part of the RFP

Any addendum to this RFP shall become part of this RFP and part of any agreement resulting from the RFP.

1.9.3 Issuing Office

This RFP is issued by the New Jersey Department of Environmental Protection, Division of Parks and Forestry. The Administrator is the sole point of contact between the bidder and the Department for the purposes of this RFP.

1.9.4 Bidder Responsibility

The bidder assumes sole responsibility for the complete effort required by this RFP. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all the requirements of the RFP. By submitting a proposal in response to this RFP, each bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP. The bidder further represents that it has made its own calculations, based on the information provided and its own research and experience, of costs, expenses, and revenues, for which the Department bears no liability.

1.9.5 Cost Liability

The State assumes no responsibility and bears no liability for costs incurred by bidders in the preparation and submission of bid proposals in response to this RFP. Furthermore, the Department does not warrant or guarantee any current or future revenues that may be generated from operation of the Golf Course Property.

1.9.6 Contents of Bid Proposal

The entire content of every bid proposal will be opened publicly and becomes a public record. This is the case, notwithstanding any statement to the contrary made by a bidder in its bid proposal.

As public records, all bid proposals are available for public inspection. Interested parties may make an appointment with the Administrator to inspect bid proposals received in response to this RFP.

1.9.7 Price Alteration

Bid prices must be typed or written in ink. Any price change, including “white-outs,” must be initialed. Failure to initial price changes may preclude an award from being made to a bidder.

1.9.8 Joint Venture

If a joint venture is submitting a bid, the agreement between the parties relating to said joint venture should be submitted with the joint venture’s proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Pay to Play Disclosure Statement, Ownership Disclosure Form, Affirmative Action Employee Information Report, and foreign (i.e. out of State) corporation registration, if applicable, must be supplied for each party to a joint venture.

2.0. DEFINITIONS

The following definitions shall be part of any agreement executed as a result of this RFP:

- a. “Department” or “the State” shall mean the State of New Jersey, Department of Environmental Protection.
- b. “Golf Course Property” shall mean the Cream Ridge Golf Course, as shown on the aerial map attached hereto as Exhibit A.
- c. “Operating Agreement” shall mean the written agreement resulting from this Request for Proposal executed by the New Jersey Department of Environmental Protection and the winning bidder.
- d. “Operator” shall mean the winning bidder to this Request for Proposal that enters into an Operating Agreement with the New Jersey Department of Environmental Protection.
- e. “Bidder” shall mean an individual or a company that submits a bid proposal in response to this Request for Proposal.
- f. “Meeting” shall mean the Mandatory Bidders Meeting.
- g. “Division” shall mean the Division of Parks and Forestry.
- h. “Office” shall mean the Office of Leases.

- i. “Administrator” shall mean the Administrator of the Office of Leases.
- j. “Commissioner” shall mean the Commissioner of the New Jersey Department of Environmental Protection.
- k. “Evaluation Committee” shall mean a committee established by the Department to review and evaluate bid proposals submitted in response to this RFP and to recommend a proposal award.
- l. “Operational Management Plan” shall mean a detailed business plan submitted by each bidder in response to this RFP that details its proposal for operating, managing, and developing the Golf Course Property in accordance with the State’s goal.
- m. “Fiscal year” shall mean the period beginning July 1 and ending June 30 in any given calendar year.
- n. “Request for Proposal (RFP)” shall refer to this document, which establishes the bidding requirements and solicits proposals to meet the needs of the Department as identified herein.

3.0 SCOPE OF WORK

The Department seeks to enter into a six-year Operating Agreement with a private individual or entity that will perform the services set forth in the Operating Agreement, a copy of which is attached and incorporated by reference as Exhibit F. Bidders should refer to the Operating Agreement in preparation of submitting a bid proposal to gain a full understanding of the services required to be performed thereunder.

In exchange for entering into and performing under the Operating Agreement, the Operator shall pay the Department a fixed annual fee, which will be adjusted annually based on the Consumer Price Index, plus a fixed percentage of annual gross revenue.

4.0 PROPOSAL PREPARATION & SUBMISSION

4.1 General Information

The bidder must follow the instructions contained in this RFP in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and proposal award process. Any qualifying statements made by the bidder as to the RFP’s requirements could result in a determination that the bidder’s proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, processes, and procedures are revealed. However, each bidder is cautioned that insufficient detail may result in a determination that the bid

proposal is materially non-responsive or, alternatively, may result in a low technical score being given to the bid proposal.

4.2 Proposal Delivery and Identification

In order to be considered, a bid proposal must arrive at the Office no later than **4:00 pm** on **Wednesday, September 21, 2011**. All bidders submitting proposals are advised to allow adequate delivery time to ensure punctual delivery of proposals. Late proposals are ineligible for consideration. The exterior of all bid proposal packages must be labeled with the bid identification number, final bid opening date, and the bidder's name.

4.3 Number of Bid Proposal Copies

Each bidder must submit one (1) complete original bid proposal that clearly has been marked as the "ORIGINAL" bid proposal. Each bidder also must submit four (4) full, complete, and exact copies of the original. The copies are necessary in the evaluation of the bidder's bid. Bidders failing to provide the required number of copies shall be charged the cost incurred by the Department in producing the required number of copies. It is suggested that the bidder make and retain a copy of its bid proposal for its own records.

4.4 Proposal Content

The bid proposal should be submitted in one volume that is divided in five (5) parts as follows:

4.4.1 Forms (Part 1)

4.4.1.1 Affirmative Action Employee Information Report

The bidder must complete the attached Affirmative Action Employee Information Report, a copy of which is attached and incorporated by reference as Exhibit G, or alternatively, must supply either (1) a New Jersey Affirmative Action Certificate or (2) evidence that the bidder is operating under a Federally-approved or sanctioned affirmative action program. This requirement is a precondition to entering into a valid and binding contract with the State.

4.4.1.2 Business Registration Reporting

Proof of valid business registration with the Division of Revenue, Department of Treasury, State of New Jersey, should be submitted by the bidder with its bid proposal. No Operating Agreement shall be executed without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730.

All foreign (i.e. out of State) corporations receiving a notice of proposal award shall be afforded seven (7) days thereafter to register with the Division of Revenue.

4.4.1.3 Pay to Play

All bid applications are subject to the provisions of N.J.S.A. 19:44A-20.13 et seq. and N.J.S.A. 19:44A-20.26 et seq. (P.L. 2005 c. 51 and P.L. 2005 c.271, collectively “Pay to Play”). Compliance with these acts shall constitute a material term and condition of the bid application, and these acts shall be binding upon the parties thereto upon the entry of an Operating Agreement. All bidders must complete and submit with their bid proposals the following enclosed forms, copies of which are attached and incorporated by reference as Exhibit H, in accordance with their instructions: (1) Ownership Disclosure Form; (2) Contractor Certification and Disclosure of Political Contributions Form (P.L. 2005, c. 51); and (3) Vendor Certification and Political Contribution Disclosure Form (P.L. 2005, c. 271).

Bidders further are advised of their responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, section 3) if the bidder receives contracts in excess of \$50,000.00 from a public entity in a calendar year. It is the bidder’s responsibility to determine if filing is necessary. Failure to so file will preclude a proposal award and can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

4.4.2 Background Information (Part 2)

Each bidder shall submit written answers to the following inquiries:

- i. How many years has your organization been in business under its present business name?
- ii. Under what other or former names has your organization operated?
- iii. If your organization is a corporation, provide the following information: date of corporation; State of incorporation; president’s name; vice president’s name; secretary’s name; and treasurer’s name.
- iv. If the organization is a partnership, provide the following information: date of organization; type of partnership; and name(s) of general partner(s).
- v. If your organization is individually owned, provide the following information: date of organization; and name of owner.
- vi. Has your organization ever failed to complete any contract awarded to it?
- vii. Within the past five (5) years, has any officer or principal of your organization ever served as an officer or principal of another organization when it failed to complete a contract?

- viii. Are there any judgments, claims, arbitration proceedings, or lawsuits pending or outstanding against your organization or its officers?
- ix. Has your organization filed any lawsuits or requested arbitration with regard to any contracts within the last five (5) years?
- x. Has any owner made a claim against you, which has resulted in arbitration or litigation with the past five (5) years?
- xi. Has your organization or any of its officers or owners ever been convicted of a crime, or are they presently the target of any criminal or administrative investigation?
- xii. 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 “vi” through “xii” is yes, please provide details.

Each bidder also shall describe in detail its expertise in providing golf course management services for projects similar in size and scope to the Golf Course Property, including:

- i. a description of all golf courses the bidder has managed, including size, number of memberships, and location for each course; and
- ii. the beginning and ending dates of each management contract or lease associated with each golf course listed in “i” above.

4.4.3 Technical Proposal (Part 3)

In this Section, the bidder shall describe in detail its plans and approach for fulfilling the requirements as reflected in the Operating Agreement. The Operating Agreement fully describes the minimum services to be provided by the Operator. The bidder must present its understanding of the requirements of the Operating Agreement and its ability to fulfill said requirements successfully. However, the bidder should not be limited by the services described and is encouraged to expand upon, supplement, or add other service areas where the bidder has expertise that may benefit the State. This section of the bidder’s proposal should contain at least the following information:

4.4.3.1 Management Overview

The bidder shall set forth its overall technical approach and plans to meet the requirements of the Operating Agreement in a narrative format. This narrative should be presented as an Operational Management Plan. The Operational Management Plan shall contain a complete description of how the bidder intends to implement each aspect of the operation,

maintenance, capital improvements and service requirements set forth in the Operating Agreement. The narrative should convince the State that the bidder understands the objectives the Operating Agreement is designed to meet, the nature of the services required, and the level of effort necessary to successfully carry out the Operating Agreement. The bidder's narrative further should be designed to convince the Department that the bidder's Operational Management Plan is viable and that the bidder's general approach to undertaking the Operating Agreement and fulfilling the State's goals is in accordance with the tasks and subtasks involved.

Mere reiteration of the requirements set forth in the Operating Agreement is strongly discouraged, in that such a narrative would not provide insight into the bidder's ability to successfully perform under the Operating Agreement. In sum, the bidder's response to this Section of the RFP should be designed to convince the Department that the bidder's detailed plans and proposed approach to performing the requirements under the Operating Agreement are realistic, attainable, and appropriate and that the bidder's proposal will lead to successful performance.

4.4.3.2 Agreement Management

The bidder should describe its specific plans to manage, control, and supervise the Operating Agreement to ensure satisfactory performance according to the bidder's proposed schedule. The Operational Management Plan should include the bidder's approach to communication with the Department, including but not limited to status meetings and status reports.

4.4.3.3 Specific Plan Content

The bidder's Operational Management Plan should identify and fully detail the following: potential number of employees; required qualifications for all specific positions; proposed hours of operation and months of operation; a suggested fee schedule for all services, memberships, and course usage; equipment and maintenance schedules; plans for a pro shop; proposed plans for improvements; marketing strategies; and plans and marketing ideas in collaboration with the Greens Café Tenant to promote and benefit the golf course operation.

With respect to a fee schedule, the Operator in its Operational Management Plan shall establish all applicable fees, which will be subject to the Department's review and ultimate approval. Fees should be comparable to those charged by other public golf courses in the area.

With respect to plans for a pro shop, and any improvements, the bidder should incorporate a schedule into its proposed Operational Management Plan. Therein, the bidder should set out the initiation dates and completion dates for these projects, if applicable. The bidder also should identify the scheduling and control methodology to be used and should provide the rationale for choosing such methodology.

With respect to a pro shop, the bidder shall explain in detail its plans for operating such a facility, including proposed hours of operation and the types of merchandise that will be sold. The Operator shall be responsible for supplying the necessary inventory.

4.4.3.4 Mobilization and Implementation Plan

It is essential that the State move forward quickly to have the Operating Agreement in place. Therefore, the bidder 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 bidder 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 bidder'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 bidder should identify clearly the management, supervisory, or other key staff that will be assigned only during the mobilization and implementation period.

The bidder 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.

The bidder 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.

4.4.3.5 Potential Problems

The bidder should set forth a summary of any and all problems anticipated during the term of the Operating Agreement. For each problem identified, the bidder should provide its proposed solution.

4.4.4 Organizational Support and Experience (Part 4)

The bidder should include information relating to its organization, personnel, and experience, including but not limited to references, together with contact names and telephone numbers, evidencing the bidder's qualifications and capabilities to perform the services required by this RFP.

4.4.4.1 Location

The bidder should include the name, location, and telephone number of the office that will be responsible for the project.

4.4.4.2 Organization Chart [Specific]

The bidder should include an organization chart with names showing the management, supervisory, and other key personnel, including any sub-operators, who will be acting under the Operating Agreement. The chart should include the labor category and title of each such individual.

4.4.4.3 Resumes

Detailed resumes should be submitted for all management, supervisory, and key personnel who will be acting under the Operating Agreement. Resumes should be structured to emphasize the relevant qualifications and experience of these individuals in successfully completing projects of similar size and scope to those set forth in the Operating Agreement. Resumes should clearly identify previous experience in completing similar projects. Beginning and ending dates should be given for each similar project. A description of the project should be given and should demonstrate how the individual's work on the completed project relates to the individual's ability to contribute to the successful provision of services required by the Operating Agreement. With respect to each similar project, the bidder should include the name and address of each reference, together with a person and telephone number to contact for a reference check.

In the event the bidder must hire or otherwise engage management, supervisory, and/or key personnel if awarded the proposal, the bidder should include a recruitment plan for such personnel. Said recruitment plan should demonstrate that the bidder will be able to initiate and complete the project within the time frame required by this RFP.

4.4.4.4 Backup Staff

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals performing under the Operating Agreement. Backup staff must be clearly identified as such.

In the event the bidder must hire management, supervisory, and/or key personnel if awarded the proposal, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event that primary individuals initially assigned need assistance or must be replaced during the term of the Operating Agreement.

4.4.4.5 Organization Chart [Complete]

The bidder should include an organization chart depicting the bidder's entire organizational structure. This chart should show the relationship of the individuals performing under the Operating Agreement to the bidder's overall organizational structure.

4.4.4.6 Experience of Bidder on Projects of Similar Size and Scope

As evidence of the bidder's ability to complete the services set forth in the Operating Agreement, the bidder should provide a comprehensive listing of golf course management projects similar in size and scope that it successfully has completed. A description of all such projects should be included and should demonstrate how such projects relate to the bidder's ability to complete the services required under the Operating Agreement. For each such project, the bidder should provide the name and telephone number of a contact person.

Specifically, the bidder should describe its expertise in providing golf course management services, including the following:

- i. a description of all golf courses it has managed, including size, number of memberships, and location for each course; and
- ii. the beginning and ending date of each management agreement or lease associated with each golf course listed in "i" above.

4.4.4.7 Financial Viability of the Bidder

The bidder shall provide proof of its financial capacity and capabilities to undertake and successfully carry out its responsibilities under the Operating Agreement. To satisfy this requirement, the bidder shall submit the following with its bid proposal:

- i. The name and address of the bidder's bank, chief banking representative handling the bidder's account, and the bidder's federal employer information number (FEIN number);
- ii. Certified financial statements, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expenses, profit or loss, and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or
- iii. If a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information shall be provided.

4.4.4.8 Sub-operator(s)

Operator shall not enter into any sub-operating agreements with outside entities for the performance of any of its obligations under this Operating Agreement, except that Operator may enter into sub-operating agreements with outside entities for the operation of a pro shop, maintenance and improvements. If the bidder proposes to utilize a sub-operator to fulfill any of its obligations with respect to a pro shop, maintenance and improvements the bidder shall be responsible for each sub-operator's performance, compliance with all terms and conditions of this RFP and the Operating Agreement, and compliance with the requirements of all applicable laws.

The bidder must provide a detailed description of the services to be provided by each proposed sub-operator. The bidder further should provide a detailed resume for each sub-operator's management, supervisory, and other key personnel that demonstrates knowledge, ability, and experience relevant to the work the sub-operator has been designated to perform.

The bidder should provide documented experience to demonstrate that each sub-operator successfully has performed work on projects of similar size and scope to the work the sub-operator has been designated to perform in the bidder's proposal.

NOTE: Before the Operator may allow a sub-operator to begin to operate or use the Golf Course Property with respect to a pro shop, maintenance and improvements both the Operator and sub-operator must sign a sub-operating agreement, which shall be subject to the Department's written approval prior to taking effect.

4.4.5 Monetary Proposal (Part 5)

The bidder must submit all requested monetary proposals. Failure to submit all requested monetary proposals may result in the bidder's proposal being considered materially non-responsive. Each bidder must hold its price(s) firm through completion of the proposal award process.

Each bidder shall submit two figures as part of its monetary bid:

- i. Annual fee to be paid to the Department; and
- ii. A threshold amount of annual gross revenue, above which the Operator will be required to remit fifteen (15) percent to the Department. (e.g. If the successful bidder submits a threshold gross revenue amount of \$100,000.00, it shall be required to remit 15% of all gross revenues above \$100,000.00 to the Department on an annual basis).

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 character 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, pro shop, and gross charges for all services to customers or patrons, including, but not limited to, greens fees, memberships, 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 returned merchandise, merchandise exchanges and merchandise cancellations, 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 not include the value of any gift certificates and memberships sold prior to the Effective Date, but redeemed after the Effective Date.

5.0 AGREEMENT TERMS & CONDITIONS

5.1 Precedence of Agreement Terms and Conditions

The Operating Agreement ultimately shall consist of this RFP, any addendum to this RFP, the winning bidder's proposal, the Department's Notice of Acceptance, and the executed Operating Agreement. The bidder shall agree to all of the material terms and conditions of the Operating Agreement.

In the event of a conflict between the provisions of this RFP and any addendum to the RFP, the addendum shall govern. In the event of a conflict between the provisions of this RFP (including any addendum to same) and the winning bidder's proposal, the RFP and/or addendum shall govern.

5.2 Agreement Term and Extension Option

The term of the Operating Agreement shall be for a period of six (6) years, unless earlier terminated pursuant to the terms of the Operating Agreement. The anticipated Effective Date will be provided in the Operating Agreement. If delays in the bid process result in an adjustment of the anticipated Effective Date, the bidder agrees to accept an agreement for the full term of same. The Operating Agreement may be renewed for fourteen (14) years by mutual written consent of the Operator and the Department if the Operator has received financing for, and begun, the Capital Improvements described herein in Section 1.3.12 during the Initial Term.

If Department permits the Operator to continue operating the Golf Course Property after expiration of the Operating Agreement without having executed a new written agreement with the Department, then the Operator shall operate the Golf Course Property subject to all terms, covenants, and conditions contained in the expired Operating Agreement. Such continuation of operations by the Operator shall not constitute a renewal or extension of the expired Operating Agreement.

6.0 PROPOSAL EVALUATION & SELECTION PROCESS

6.1 Proposal Evaluation Committee

Proposals will be evaluated by an Evaluation Committee composed of representatives from the Department of Environmental Protection.

6.2 Oral Presentation and/or Clarification of Proposal

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee also may require a bidder to submit written responses to questions regarding its bid proposal. The purpose of such communication with a bidder, either through an oral presentation or written letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. However, original bid proposals may not be supplemented, changed, or corrected in any way. No comments regarding

other bid proposals are permitted. Further, bidders may not attend presentations made by other bidders.

It is within the discretion of the Evaluation Committee to require a bidder to make an oral presentation or to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Administrator will be the sole point of contact regarding any request for an oral presentation or written clarification.

6.3 Evaluation Criteria

The following evaluation criteria, not necessarily listed in order of significance, shall be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the review process:

- i. The bidder's general approach and plans in meeting the requirements of this RFP;
- ii. The bidder's detailed approach and plans to perform the services under the Operating Agreement;
- iii. The bidder's documented experience in successfully completing projects of a similar size and scope to Cream Ridge Golf Course;
- iv. The qualifications and experience of the bidder's management, supervisory, and other key personnel assigned to the Operating Agreement, with emphasis on documented experience in successfully completing projects similar in size and scope to Cream Ridge Golf Course;
- v. The bidder's overall ability to mobilize, undertake, and successfully perform in accordance with the Operating Agreement. This judgment will include but not be limited to the number and qualifications of management, supervisory, and other staff proposed, the availability and commitment to the Operating Agreement of the bidder's management, supervisory, and other staff proposed, and the bidder's Operational Management Plan;
- vi. The bidder's financial viability and organizational history;
- vii. The bidder's marketing strategy;
- viii. The bidder's proposed plans to collaborate with the tenant/concessionaire of Greens Café to promote the golf course operations; and
- ix. The bidder's monetary proposal.

6.4 Selection Process

The proposal shall be awarded with reasonable promptness and by written notice to the responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected if the Department determines that it is in the public interest to do so.

7.0 EXHIBITS

- A. Aerial map
- B. Tax Map of Upper Freehold Township, Monmouth County, New Jersey
- C. Greens Café Lease
- D. Utility Cost and Revenue Data for calendar years 2008 through 2010
- E. Division of Parks and Forestry Goose Management Program Policy, and Special State Canada Goose Permit – Annual Report
- F. Operating Agreement
- G. Affirmative Action Employee Information Report
- H. Pay to Play Forms: (1) Ownership Disclosure Form; (2) Contractor Certification and Disclosure of Political Contributions Form (P.L. 2005, c. 51); and (3) Instructions -- Contractor Certification and Disclosure of Political Contributions (P.L. 2005, c. 51); and (4) Vendor Certification and Disclosure of Political Contribution Disclosure Form (P.L. 2005, c. 271)