

Request for Proposals (RFP)

Lease of the Links at Brigantine Beach Golf Course

Brigantine, New Jersey



Mandatory Pre-Bid Conference:

August 13, 2014

10:00 AM, Brigantine Golf Links, Brigantine, NJ

Proposal Deadline:

September 25, 2014

4:00 PM

Technical questions regarding this RFP's should be directed, in writing, to:

Mr. Matthew D. Galvin
President
Morningstar Golf & Hospitality, LLC
475 Wall St.
Princeton, NJ 08540
matt@mstargolf.com

Send or hand-deliver Proposals to:

City of Brigantine
Office of the City Clerk
1417 West Brigantine Ave.
Brigantine, NJ 08203

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1. INTRODUCTION

1.1. DESCRIPTION OF PROPOSAL

The City of Brigantine Beach, New Jersey (the "City"), is seeking Proposals from qualified firms ("Bidder") to operate the Links at Brigantine Beach golf course under a lease agreement (the "Contract" or "Lease"). The successful Bidder shall operate the golf course and its appurtenant facilities, the golf pro shops, bar and restaurant (collectively, the "Facility"). The Term of the Lease shall be a term of twenty-four (24) years.

The successful Bidder shall operate the Golf Course and Facilities, retain all revenue generated by the business and be responsible for paying all related expenses, including but not limited to payroll and benefits for Bidder's employees, insurance, operating supplies and expenses, utilities, repair and replacement of fixtures, furniture, equipment as well as repairs, maintenance and general upkeep of the plant, facilities and golf course. As detailed below, however, the golf course is not subject to real estate taxes.

Preference will be given to Bidders that can demonstrate a comprehensive bid for all operational areas of the Facility. Bidders with an expertise in one area, such as either food / beverage or golf operations may submit a bid with a joint-venture partner who provides strength in other areas of expertise. However, only one bid may be submitted and each partner must submit the required operational and background information as detailed in this RFP.

Morningstar Golf and Hospitality, LLC is a golf industry consulting firm that has been retained by the City to coordinate this RFP process, assist with bidder due diligence and proposal evaluations. However, it should be stressed that the City shall make all decisions regarding the evaluation of proposals and the awarding of the Contract.

1.2. PROPERTY OVERVIEW

The Links at Brigantine Beach is located on the island of Brigantine, New Jersey. The facility is well suited to draw customers from the Atlantic City and New Jersey shore region, which extends to visitors from Wilmington, DE, Philadelphia and its suburbs, greater NJ and the New York metropolitan area.

Despite being the closest golf course to the Atlantic City casinos, the bulk of play at the golf course comes from local and seasonal residents and daily visitors to the beach. As such, the course is less dependent upon the gaming industry.

The golf course is a member of a local golf course marketing consortium called the Greater Atlantic City Golf Association (www.playacgolf.com), which helps create and implement regional golf marketing efforts. In 2013 GACGA received \$250,000 from a state agency to help market golf in the region. Despite a decline in gaming, the Atlantic City market has been able to increase visitor volume and spending on other attractions – conventions, shows, concerts and beach visits. Brigantine Golf Links should benefit from this trend.

Designed by noted architects Wayne Stiles and John Van Kleeck and built in 1927, the golf course served as a site for many professional golfers to practice on a true links style

course, with the ocean winds before heading to the United Kingdom for the British Open. Golfers practicing at Brigantine included Walter Hagen and Harry Vardon.

In 1989 the property was acquired by American Golf Corporation, which in 1993 built a new clubhouse and cart barn and renovated the golf course. The City has owned the course since 2002, during which time the property has been managed by Meadowbrook Golf pursuant to a management contract which expires in 2014. Under the City's ownership the golf course and facilities have received more than \$4.5 million in improvements. The golf course's website is www.brigantinegolf.com.

Key property information:

- The Golf Course hosts approximately 24,000 rounds annually. A notable deviation from this was in 2012, with the lingering effect of the clean up after Hurricane Sandy. Rounds information is presented in Exhibit C.
- Meadowbrook Golf Management has leased and operated the restaurant and snack bar under a concession agreement with the City. F&B revenues and expenses are proprietary to Meadowbrook. However, F&B revenue information is available in Exhibit C.
- The Facility has generated revenues from the golf operation ranging from \$1.16 million to \$2.05 million per year while under the City's ownership, with a notable exception of 2013 when the club and the City were recovering from the effects of Hurricane Sandy. In 2013 the revenue from golf operations was \$930,000. 2014 results year-to-date are up by more than 30% compared to 2013. Historical revenue and rounds information is presented in Exhibit C.
- Operating expenses are included with the City's annual expenses and not broken out by golf course department. As such, they are not available in a customary golf course chart of accounts format. Potential Bidders will need to project their own expenses based upon their knowledge of similar facilities.
- 4,000 square foot clubhouse, including a restaurant, pro shop, bar and offices with a legal capacity of 150.
- 3,200 square foot golf course maintenance facility with related storage facilities and with above-ground fuel storage tanks.
- Golf cart storage building with capacity for 80 electric carts.
- Paved parking lot for 140 cars.
- 18 holes playing to 6,524 yards from five sets of tees. Scorecard information is below:

USGA Course/ Slope Ratings				
	Men	Handicap	Women	Handicap
Champion	70.2/ 123	0-9	76.3/ 133	0-3
Regulation	69.0/ 122	10-23	75.1/ 131	4-10
Silver	66.2 / 116	Senior Men	72.3/126	11+
Forward	66.2/ 115	24+	69.6/ 125	11+

Hole	1	2	3	4	5	6	7	8	9	Out	Total
Championship	474	370	208	380	405	510	150	380	388	3265	6524
Regulation	460	327	198	364	396	502	142	367	380	3136	6214
Handicap	14	16	4	12	2	6	18	10	8		
Silver	417	356	137	314	340	408	133	312	322	2739	5320
Forward	415	277	134	312	336	405	131	312	320	2642	5203
Handicap	4	16	8	12	6	2	18	14	10		

Hole	10	11	12	13	14	15	16	17	18	In	Total
Championship	541	330	192	369	416	178	363	420	450	3259	6524
Regulation	534	316	164	350	373	167	324	410	440	3078	6214
Handicap	14	16	4	12	2	6	18	10	8		
Silver	432	288	150	268	316	146	274	323	382	2581	5320
Forward	430	285	146	266	316	146	272	320	380	2561	5203
Handicap	4	16	8	12	6	2	18	14	10		

1.3 Master Plan

In 2014 the City retained golf course architect Stephen Kay to develop a Master Plan for the golf course. The Master Plan is attached as Exhibit B. The purpose of the Master Plan is to identify which improvements are necessary or advisable to improve the golfer experience, make the course more attractive to golfers of all abilities and reduce operating expenses and recurring repairs.

The successful Bidder under this RFP shall be required to complete some or all aspects of the Master Plan, and shall outline in detail in their proposal which items they shall address, the funding source to achieve this and the proposed timeline for completion. More information regarding this requirement is detailed later in this RFP.

2. MANDATORY PRE-BID CONFERENCE & KEY DATES

2.1. PRE-BID CONFERENCE

A mandatory Pre-Bid Conference will be held at the Facility clubhouse on August 13, 2014 at 10 AM. In order for a Firm's proposal to be considered, at least one representative from the Firm MUST attend the Pre-Bid Conference. Failure to attend shall result in rejection of a Proposal from consideration. Representatives of Morningstar Golf and Hospitality and the City will be present to answer any questions regarding the services requested or Proposal procedures.

A tour of the golf course will take place following the Pre-Bid Conference. During the tour, each Bidder shall have the opportunity to acquaint and familiarize itself with the conditions of the Facility and review the architect's plans for the finished golf course. Any changes as a result of the Pre-Bid Conference will only be mailed to the firms represented at the Pre-Bid Conference. Any pertinent or significant updates, changes, or information related to the RFP before the Pre-Bid Conference will be communicated at the Pre-Bid Conference.

Only those potential Bidders in attendance at the Pre-Bid Conference, evidenced by a registration sign-in sheet, shall receive updates, revisions or any other communication from the City or Morningstar Golf and Hospitality relating to this RFP.

Key Dates

The following is a listing of key dates and deadlines. Any changes to this schedule shall be communicated to the registered attendees of the Pre-Bid Conference:

August 13, 2014	Mandatory Pre-Bid Conference & Open House Tour, 10:00 AM at Golf Course site
August 14, 2014 (follow up site visits and inspections can be scheduled as needed)	Facility Open House, 10 AM – 4 PM at Golf Course site
September 5, 2014	Deadline for submission of (written) questions. Answers returned by September 12.
September 25, 2014	Proposals due by 4:00 PM.
Week of October 20, 2014	Interviews with selected Bidder(s).
November 3, 2014	Target date to initiate Contract discussions with selected Bidders (primary and back-up).
January 1, 2015	Target date for commencement of Contract.

3. INSTRUCTIONS TO BIDDERS

3.1. PROPOSAL PACKAGE

To facilitate evaluation, submit your Proposal as described below.

3.1.1. Technical Proposal

Submit one (1) original and ten (10) copies of your completed and signed Technical Proposal in a sealed package plainly marked with the title "Technical Proposal". See Technical Requirements Section for instructions and information related to the Technical Proposal procedures.

3.1.2. Pricing Proposal

Submit one (1) original and ten (10) copies of your completed Pricing Proposal in a separate and sealed package that is plainly marked with the title "Pricing Proposal". Your response should include any supplemental or alternative option pricing schedules. See Pricing Proposals below.

3.1.3. Contract

The City shall provide the successful Bidder with a draft Contract and The City will negotiate with the selected Bidder in reaching a mutually acceptable agreement.

3.2. DELIVERY OF PROPOSAL PACKAGE

The Technical Proposal and the Pricing Proposal may either be 1) delivered by hand or 2) sent through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFP. Include the Bidder's name and RFP title on any package delivered or sent and on any correspondence related to your Proposals. The Bidder remains responsible for ensuring that its Proposals are received at the time, date, place and office specified. The City and Morningstar Golf and Hospitality, LLC assume no responsibility for any Proposals not so received, regardless of whether the delay is caused by the U.S. Postal Service, delivery service or some other act or circumstance. **Proposals received after the time specified as "Proposal Due Date" and "Proposal Due Time" on the front cover of the RFP will not be considered. All Proposals received after the specified time will be returned unopened.**

3.3. UNIFORMITY

To provide uniformity and to facilitate comparison of Proposals, all information submitted must clearly refer to the page number, section or other identifying reference in this RFP. All information submitted must be noted in the same sequence as its appearance in this RFP. All Proposals should be on 8 ½ X 11 inch paper and be bound or in binders. Any promotional material or brochures for the Bidder must be in a separate section. The City reserves the right to waive minor variances or irregularities.

All proposals must include the following information:

- Legal name and address of Bidder.
- TIN, FEIN or Social Security number of Bidder.
- Name and title for all officers of the Bidder.
- Name, address, EIN or SS# and relationship (including percentage ownership) of all shareholders of the Bidder [if shareholder(s) are entities, then additional information must be provided up to the level of personal ownership].
- Contact information for the Bidder's representative for this RFP.

3.4. PROPOSAL MATERIALS

The Proposal material submitted in response to the RFP becomes the property of the City upon delivery and may be appended to any formal document which would further define or expand the Contractual relationship between the City and the Bidder.

3.5. ADDENDUM

Any addendum issued prior to the Proposal Due Date shall include an addendum acknowledgment section. Since all addenda become a part of the Proposal, all addenda must be signed by an authorized Bidder representative and returned with the Proposal on or before the Proposal Due Date. Failure to sign and return any and all addendum acknowledgments shall be grounds for rejection of the Proposal response.

3.6. PROPOSAL MODIFICATION

Proposals submitted prior to the Proposal Due Date may be modified or withdrawn only by written notice to the City. Such notice must be received by the City prior to the time designated for opening of the Proposal. Bidder may change or withdraw the Proposal at any time prior to Proposal opening; however, no oral modifications will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal that are addressed in the same manner as the Proposal and that are received prior to the scheduled Proposal opening time will be accepted. The Proposal, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope that is plainly marked with the RFP number and "Modification of Proposal". No modifications of the Proposal will be accepted at any time after the Proposal Due Date and time.

A withdrawn Proposal may be resubmitted up to the time designated for the receipt of Proposal provided that it is then fully in conformance with the requirements of the RFP.

3.7. PERIOD OF FIRM PROPOSAL

Prices for the proposed service must be kept firm for at least 90 days after the Proposal Due Date.

3.8. BIDDER'S RESPONSIBILITY TO READ RFP

The Bidder must thoroughly examine and will be held to have thoroughly examined and read the entire RFP document. Failure of the Bidder to fully to acquaint themselves with

the conditions of the Facility (current and contemplated upon opening) shall not create any liability for the City, its agents or Morningstar Golf and Hospitality.

3.9. ERRORS AND OMISSIONS

THE BIDDER IS EXPECTED TO COMPLY WITH THE TRUE INTENT OF THIS RFP TAKEN AS A WHOLE AND SHALL NOT AVAIL ITSELF OF ANY ERRORS OR OMISSIONS TO THE DETRIMENT OF THE SERVICES. SHOULD THE BIDDER SUSPECT ANY ERROR, OMISSION OR DISCREPANCY IN THE SPECIFICATIONS OR INSTRUCTIONS, THE BIDDER SHALL IMMEDIATELY NOTIFY MORNINGSTAR GOLF AND HOSPITALITY, IN WRITING, AND MORNINGSTAR GOLF AND HOSPITALITY SHALL ISSUE WRITTEN INSTRUCTIONS TO BE FOLLOWED. THE BIDDER IS RESPONSIBLE FOR THE CONTENTS OF ITS PROPOSAL AND FOR SATISFYING THE REQUIREMENTS SET FORTH IN THE RFP. IN CASES WHERE A WRITTEN NUMBER CONFLICTS WITH THE NUMERICAL EXPRESSION, THE WRITTEN NUMBER WILL PREVAIL.

3.10. RFP INTERPRETATION

Interpretation of a Bidder's response shall be the responsibility of the City and that interpretation shall be final.

3.11. CONFIDENTIALITY

The Bidder is hereby warned that the contents of its Proposal shall become public information unless otherwise protected in advance as "Confidential". It is the Bidder's responsibility to take the advance steps necessary to avail itself of such protection.

3.12. USE OF SUBCONTRACTORS

No subcontractors of the Bidder shall be allowed unless approved in advance by the City. Subcontractors, if any, shall be required to meet all the terms and conditions of this RFP and the Contract.

3.13. BIDDER'S RESPONSIBILITY FOR SERVICES PROPOSED

It is understood and the Bidder hereby agrees that it shall be solely responsible for all services they propose.

3.14. TAXPAYER IDENTIFICATION NUMBER

The Bidder is required to provide its Taxpayer Identification Number (TIN). The following instructions pertain to the TIN.

Enter your Taxpayer Identification Number in the appropriate space on the signature block at the end of the Technical Requirements. Individuals and sole proprietors should enter their social security number. For other entities, this is the employer identification

number. Federal Employer Identification Numbers (FEINs) must not be used for sole proprietorships.

If you do not have a TIN, one must be applied for and obtained. Individuals must complete Form SS-5, Application for a Social Security Number, which can be obtained from a local office of the Social Security Administration. All other entities must complete Form SS-4, Application for Employer Identification Number, which can be obtained from a local office of the Internal Revenue Service.

If selected, the Bidder must submit a completed IRS form W-9 to certify its Taxpayer Identification Number prior to the Contract execution.

3.15. STAFFING

The scope of the Proposal must include a full staff plan. The City requests that the successful Bidder interview and consider any former employees who are interested in continued employment. The Facility does not have a union and there is not a prevailing wage requirement for employees of the successful Bidder.

4. PROPOSAL EVALUATION PROCEDURE AND CRITERIA

4.1. ACCEPTANCE OF PROPOSALS

The City reserves the right to reject any or all Proposals, to waive informalities, and to accept the Proposal deemed most favorable to the City. Incomplete responses may not be considered in the evaluation. However, the City may seek additional information or clarification if needed.

4.2. BIDDER QUALIFICATIONS

The Bidder (including any subcontractors or joint-venture partners) must demonstrate that it has the management and operational experience, financial resources and personnel necessary to successfully perform the services specified in the area of bidding within this RFP.

A Bidder must have the financial ability to meet the obligations under the Contract. All Bidders must submit an income statement and balance sheet for its bidding entity, certified as true and correct by an outside accounting firm or the Bidder's chief financial officer or chief executive officer, covering the years 2011, 2012 and 2013.

If the Proposing entity is a newly-formed or single-purpose entity, its obligations under the Contract must be guaranteed by its principals and/or parent entity(ies). In the case of a guarantee by a principal, the principal's 2014 and 2013 personal tax returns and current (YTD 2014) statement of net worth must be submitted.

4.3. BIDDER PRESENTATIONS

The City reserves the right to, but is not obligated to, request and require that each Bidder provide a formal presentation of its Proposal at a date and time to be determined.

4.4. RIGHT TO INSPECT

The City and its agents reserve the right to inspect and investigate thoroughly the establishment, facilities, business reputation and other qualifications of the Bidder and any proposed Subcontractors and to reject any Proposal irrespective of price if it shall be administratively determined that the Bidder is deficient in any of the essentials necessary to assure acceptable standards of performance. The City, either directly or through an agent, reserves the right to continue this inspection procedure throughout the life of the Contract that may arise from this RFP.

4.5. PAYMENT TERMS

License Fee payments to the City shall be made on or prior to the first of each month. Revenue Sharing payments shall be made within 30 days after the end of the month for which respective payments are calculated.

4.6. CONTRACT ADMINISTRATION

The City may elect to retain a third party Contract Administrator to oversee the administration of the Lease. The administrator would periodically review information to be provided by the successful Bidder to ensure that the operator is in compliance with certain covenants and terms of the Lease. The successful Bidder shall cooperate fully with the Contract Administrator.

With regard to the Bidder's completion of elements of the Master Plan, the City Engineer or designated third parties shall inspect on an ongoing basis the work being conducted to ensure that the items proposed under the Bidder's proposal, and thereby made an obligation under the Contract, shall be completed fully to the City's reasonable satisfaction.

4.7. EVALUATION FACTORS

An evaluation committee consisting of City officials will evaluate all Proposals. Based on this evaluation, the City will determine the award of the Contract. The City will award the Contract to the responsible Bidder whose Proposal is determined to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in this RFP.

The following evaluation factors will be used in determining the best-qualified offers:

- The ability of the Bidder to maintain and operate the facility in a top-quality manner commensurate with other quality public golf courses of similar price-points in the Atlantic City, NJ market.
- The Bidder's track record of proven success in operating other venues similar in scope and quality to the Facility.
- The Bidder's demonstrated experience overseeing significant capital investment projects.
- The ability of the Bidder to fulfill any reporting requirements.

- Recommendations from referenced clients where similar or like services are being or have been performed.
- The quality and detail of the overview of proposed operation, promotion and marketing services.
- Other technical requirements or items addressed in the Proposal related to the RFP.
- Financial resources to operate and maintain the facilities properly and make the improvements contemplated in this RFP. The availability of both investment capital and operational capital will be important factors in determining financial capability.
- Income stream to the City.

4.8 BID SECURITY DEPOSIT, CONTRACT SECURITY DEPOSIT & COMPLETION BONDS

All Proposals must include a Bid Security Deposit. The Bid Security Deposit must be in the form of a cashier's check or certified check made payable to the Links at Brigantine Beach Golf City in the amount of Ten Thousand Dollars (\$10,000.00). The Bid Security Deposit shall serve as liquidated damages should the selected Bidder(s) arbitrarily not execute the Contract. Bid Security Deposits received from Bidders not selected as either the primary or back-up Bidder shall be returned within three (3) business days following the City's election not to proceed with the firm(s). The back-up bidders Security Deposits shall be returned within three (3) business days of the execution of the signed contract with the successful firm.

Proposals without the Bid Security Deposit shall be considered non-responsive and shall not be considered. Enclose the Bid Security Deposit with the Price Proposal.

The Bid Security Deposit shall be returned to the successful Bidder upon delivery to the City of the Contract Security Deposit.

The Contract Security Deposit shall be equal to twelve (12) months minimum license fee (calculated using the average monthly License Fee [including estimated percentage fees] over the life of the Contract). The Contract Security Deposit shall be in the form of either: (1) a cash security deposit held by the City in a City account; or (2) an irrevocable letter of credit or performance bond issued from a reputable financial institutions acceptable to the City which can be drawn on by the City following a Contract default by the successful Bidder which remains uncured. The letter of credit shall be renewed annually during the Term of the Contract, with written proof of renewal submitted to the City not less than fifteen (15) business days prior to the expiration.

Pursuant to terms of the Contract, the successful Bidder shall be required to post a surety bond, letter of credit or other form of completion security reasonably acceptable to the City with regard to the improvements to be made under the Master Plan. This is to ensure that the projects committed to by the Bidder and made binding through the Contract are completed as proposed.

4.9 AWARD OF CONTRACT

The City will award the Contract to the Bidder who has, in the opinion of the City, best demonstrated competence and qualification for the type of management services required at fair and reasonable prices & compensation and whose Proposal is deemed to be in the best interest of the City.

The entire agreement between the parties shall be the Contract document prepared by the City which shall contain substantially the same terms and conditions and specifications of the RFP and

of the Proposal submitted by the awarded Bidder and accepted by the City. Certain portions of the RFP and Proposal may become attachments to the Contract by mutual agreement; all terms and conditions of the Contract are subject to mutual agreement.

Right to Terminate: In the event that the successful Bidder violates any of the provisions of the Contract or performance is not being provided as provided under the Contract, in the opinion of the City, the City may serve written notice to the awarded Bidder of its intention to terminate the Contract. Such notice will state the reason(s) for the intention to terminate the Contract. If the violation does not cease and satisfactory arrangements for correction are not made within thirty (30) calendar days after the notice is served upon the awarded Bidder, the Contract shall cease and terminate thirty (30) days thereafter. The liability of the awarded Bidder and/or its surety for any and all such violations shall be affected by any such termination. A termination penalty may not be assessed or charged to the City or its agents.

Indemnification: The successful Bidder and subcontractors and joint-venture partners, if any, agree to indemnify and hold free and harmless, assume legal liability for and defend, the City, Morningstar Golf and Hospitality and each of their officers, shareholders, employees and agents from and against any and all actions, claims, liabilities, assertions of liability losses, costs and expenses, including but not limited to attorney's fees, reasonable investigative and discovery cost, court costs, claim or claims for bodily injury or death of persons and for loss of or damage to property, in law or in equity, of every kind and nature whatsoever, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from the acts or omissions or other conduct of the successful Bidder and its conferees, officers, employees, agents and subcontractors in connection with the Contract resulting from this RFP.

END OF GENERAL RFP INTRODUCTION

SCOPE OF RESPONSIBILITIES AND SERVICES

TECHNICAL PROPOSAL REQUIREMENTS

Technical Requirements and the Bidder's response to it (the "Technical Proposal") will be incorporated into the final Contract. Bidders should address the information and requirements outlined throughout this section in their formal Proposal.

1.1. SERVICES TO BE PERFORMED

Beginning of Operations: The successful Bidder will be required to assume related operations no later than January 1, 2015 or as of an otherwise mutually agreed-upon date.

Description of Facilities: The Facilities consist of an 18-hole golf course, practice facilities, an existing clubhouse which includes offices, storage, the golf shop, restaurant and bar. The maintenance and cart storage building and material storage building, are not yet constructed, but shall be prior to the beginning of operations.

Bidders should demonstrate in their Proposal a track record of successfully operating other facilities of similar size, scope and quality level of the Facility. In addition, Bidders should indicate if those facilities are managed on a fee-basis, pursuant to a Lease or lease, or if the properties are owned by the Bidder.

Hours of Operation: During the term of the Contract, the Facility shall be open and properly staffed seven (7) days per week with appropriate hours to serve golf and restaurant patrons as well as the general public. Bidders should specify in the Proposal any proposed deviation from this. The Facility may be closed due to adverse weather conditions consistent with public golf course industry practices. The restaurant / bar shall be open at all times the golf course is open. However, the restaurant / bar may be closed from January 1 through March 15 at the discretion of the Bidder.

Managerial Services: The successful Bidder shall have an experienced manager on the premises at all times the Facility is open. Bidders should include the resumes of the General Manager and Golf Course Superintendent they intend on placing at the Facility, if known at the time of the Proposal, as well as the direct, regional and national (if applicable) superiors of these employees. It is acceptable for the manager to serve a dual-role, such as golf professional or restaurant manager.

Golf Operations / Public Access: Bidder shall state its policies with respect to tee time management, tournaments and other special events. Membership plans may not be

offered without the City's prior approval. Bidders should specify in detail any proposed membership plan(s) and how those can be offered without limiting access to the Facility by the general public.

Golf Shop Operations: The Bidder shall display and maintain golf shop inventory consisting of golfing equipment and apparel that shall be offered for sale to the public at prices reasonable and comparable to prices being paid for equipment, supplies and apparel at other golf courses in the locality.

Food & Beverage Services/Restaurant Operations: The food & beverage operation includes the exclusive production and service of food and beverages for the following areas and events:

- ◆ Clubhouse Restaurant and bar;
- ◆ Beverage carts on the golf course;
- ◆ Vending machines; and
- ◆ Catering in the clubhouse or outside of the clubhouse (e.g. with tents).

Food and beverages shall be offered to the public at all times that reasonable demand for such services exist.

Liquor License: The City will cooperate with the successful Bidder to assist in the application for a "Concessionaires Permit" liquor license for the Facility. Any required application fees, filing fees or background investigation fees and expense shall be the responsibility of the Bidder.

Background Investigations: Principals, shareholders and senior executives of all Bidders, and subcontractors if applicable, shall consent to a criminal background investigation by the City to ensure that the successful Bidder shall be eligible to hold a liquor license in the State of New Jersey. To expedite this process, background information forms shall be distributed only to those firms(s) selected by the City who pass the initial proposal review. The City reserves the right to reject any proposal if it believes that the Bidder will not be eligible to hold the liquor license or if the background investigation reveals any information which the City believes, in its sole discretion, would not reflect favorably upon the City or the Facility or may raise a question as to the Bidder's fitness to operate the Facility.

Golf Fees and Other Pricing: All prices charged including, but not limited to, green fees, cart fees, driving range fees, merchandise prices, food and beverage pricing will be posted on the premises at those locations where such fees are normally paid or readily made available to the general public.

Proposed Fees: Proposal should state the proposed green fees, cart fees and all other normal and customary charges (in 2014 dollars). The Facility should be made available to residents of the City of Brigantine, New Jersey at rates ten percent (10%) lower than those charged to non-residents. However, the Golf Course may charge residents a nominal fee (currently \$25) to obtain an annual resident ID card necessary to receive the discount.

Inspections/Review Procedures: For the purpose of inspection, the City, directly or through agents, reserves the right to enter upon any part of the Facility at any time. Authorized City personnel may conduct periodically scheduled inspections.

Permits & Licenses: The Successful Bidder shall be required, at its sole expense, to maintain all permits and licenses required to legally operate the Facility for its intended purpose.

With regard to permits required in connection with construction under the Master Plan, the City shall be a co-applicant on any such permits and shall cooperate with the successful Bidder to facilitate obtaining such permits.

Notwithstanding anything above, the successful Bidder shall be responsible for obtaining city, state and federal permits, if any are required, any costs and fees related thereto.

Utilities: The successful Bidder shall pay before delinquency all charges for utilities, including electricity, gas, heating, cooling, refuse, water/sewer and telephones.

Irrigation Water: Presently, the source for irrigation is potable water provided by the City's utility department at an annual cost of approximately \$65,000. Historical costs have ranged from \$50,000 to \$70,000. The Facility is charged on a volume basis at a rate consistent with other business users in Brigantine. Such costs shall continue to be the responsibility of the Facility and the successful Bidder.

The City has researched the possibility of installing a well to provide the golf course with an alternate supply of irrigation water and believes that this is feasible. Accordingly, the City will cooperate and assist the successful Bidder with the research, engineering and permitting to install a irrigation well, the cost of which shall be the responsibility of the successful Bidder, with the annual water cost savings inuring to the Bidder's benefit.

Real Estate Taxes: The Facility is not currently required to pay real estate taxes and shall not be required to pay real estate taxes or payments in lieu of taxes (PILOT) under the Contract. This represents a saving of approximately \$150,000 to \$250,000 for the successful Bidder compared to similar courses in New Jersey.

Maintenance and Repairs: The successful Bidder shall, to the satisfaction of the City, provide normal and routine daily maintenance of the course and facilities, designed to keep the premises and equipment in a good state of repair, free from hazardous conditions and deterioration, thus providing for the comfort and safety of visitors and patrons. The standard to be used shall be consistent with a high-quality public golf course operation.

During the term of the Contract, the City may retain a golf course consultant to evaluate the course. Course deficiencies will be reported in writing to the successful Bidder and City. Successful Bidder will respond within 15 days and must take action to correct the deficiencies within 10 days of the response.

Bidder should submit a detailed minimum Maintenance and Repair budget, including a reserve for capital repairs and replacement.

Trash, Rubbish and Garbage Removal: The successful Bidder shall provide, at its expense, all garbage, trash and rubbish receptacles within the confines of its area, and shall provide a sufficient number of these receptacles for its own use and for the use of the public. Dumping of receptacles and removal of trash, rubbish and garbage shall be the responsibility of the successful Bidder.

Environmental Responsibility: It is essential that the operation of the Facility be in accordance with the highest environmental standards. The successful Bidder will promote, wherever practical, environmentally-friendly, and sustainable practices and policies.

The City does not have any knowledge of existing environmental violations or issues and shall indemnify the successful Bidder from any environmental related damages proved to pre-exist the Contract. The successful Bidder shall be responsible for any costs or liabilities related to environmental issues created during the Contract term while under the successful Bidder's management.

Furniture, Fixtures and Equipment: Upon commencement of the Contract, the City and successful Bidder shall jointly complete an inventory of FF&E at the Facility. This shall create an "Opening FF&E Inventory". The successful Bidder will be required to repair and maintain, at its own cost and expense, all equipment and furnishings according to reasonable standards. Additionally, the successful Bidder will furnish, at its own cost and expense, all additions or improvements of equipment necessary for the successful operation of the Golf Course and shall replace at its own expense any equipment which may be provided by the City under the Contract, which has been destroyed, damaged or reached the end of its useful life with like equipment. Upon expiration of the Contract, the successful Bidder shall be required to leave behind FF&E generally equal to scope, condition and value as the Opening FF&E Inventory.

Facilities: The successful Bidder acknowledges it is receiving management control of the premises and personal property in good order and sanitary condition. The successful Bidder assumes sole responsibility for maintenance and repairs of all buildings and other improvements on the premises and will maintain the premises in good order and in sanitary and safe condition.

1.2. CAPITAL IMPROVEMENTS:

Recurring Capital Improvements (Non-Master Plan): The Bidder should provide in response to this RFP an offer to fund ongoing capital improvements or reserves during the term of the Agreement. The offer should be clear with respect to the financing of such capital improvements. For evaluation purposes, the Bidder should ensure that its proposal addresses the following items in detail: (a) Amount or percent of revenue to be used for capital improvements or reserves and method of handling capital funds and (b) Definition of capital improvements including minimum dollar figure and life expectancy for improvements

Master Plan Improvements: Bidders should review the Master Plan attached hereto, inspect the Facility prior to bidding and submit as part of the Technical Proposal their proposal with regard to the Master Plan, which shall include:

- Which items of the Master Plan, if not all, they agree to complete;
- The time frame for completion of those items;
- The funding source to complete the items;
- The estimated budget or cost range for the respective items; and
- Any suggestions for creative or alternative approaches to elements of the Master Plan.

Alterations/Additions to Premises: No alterations or additions shall be made to the Facility, or any part thereof, without first having obtained the written consent of the City or its authorized representative. Authorized alterations or additions shall be made at the successful Bidder's expense and shall become the property of City at the expiration or termination of the Contract.

Liens: The successful Bidder shall not have the right to create or permit the creation of any lien attaching to interest in the premises as a result of any construction of capital improvements, alterations or additions.

Risk of Loss and Insurance: The successful Bidder shall be responsible for providing all-risk insurance to cover losses caused by damage to Master Plan related construction work-in-process.

Closure: In implementing the Capital Improvements Plan, the successful Bidder will make an effort to avoid closing portions of the golf course, clubhouse or other facilities. Closure of any part of the facility for the purpose of performing capital improvements or for any other purpose will require the City's advance written approval, except for instances when unanticipated emergency improvements must be made immediately in order to protect life/property or if such closure should result from acts of force majeure.

The City believes that the items outlined in the Master Plan can be completed during the months of October through April without negatively affecting business.

If the successful Bidder proposes a total Facility closure for an entire season in order to complete the Master Plan at one time (i.e. 12 – 18 months), the twenty four (24) year term of the Contract and the related lease payment obligations shall commence upon completion of the projects and reopening of the Golf Course, subject to prior approval of the City.

Oversight: Without in any way modifying, impairing, or otherwise affecting the successful Bidder's obligations throughout the Contract Duration Period, the City shall, at its discretion, inspect all alterations of and capital improvements to the Golf Course. In connection therewith, the successful Bidder shall take such actions as the City may direct and all steps necessary or appropriate to cause such alterations and/or capital improvements to be completed in a timely, efficient, economical and workmanlike manner, and in accordance with all applicable Federal, State and local building and safety standards and specifications.

Innovations: The Bidder may include innovations to enhance the quality, efficiency, or profitability of the existing operation. Bidder should be specific and reference any experience it may have in implementing the proposed innovation.

1.3. MARKETING, PROMOTIONS & YOUTH PROGRAMS:

The Bidder shall provide a detailed overview of marketing & promotions related to general Facility operations. In doing so, the Bidder should address the following:

- Marketing programs;
- Community outreach programs, especially youth programs; and
- Programs designed to maximize financial performance.

Signage: The successful Bidder shall coordinate the wording and placement of any signage with the City prior to placement.

Naming Rights:

The City will retain the Naming Rights to the Golf Course throughout the term of the Contract unless otherwise negotiated and agreed-upon. If the Bidder feels that the Facility name should be changed for advantageous marketing purposes, it should submit such proposals for the City's consideration.

1.4. GOLF COURSE MAINTENANCE:

The following is a brief summary of the Minimum golf course maintenance standards required under the Contract. Bidders are encouraged to submit additional maintenance standards, that if accepted, will become part of the Contract.

Bidder's shall be encouraged to utilize integrated pest management practices.

Greens	
• Overview: All greens should be smooth, uniformly turfed, firm but not hard, well defined and free of all major pest problems. Cups, poles and flags are to be uniform, clean and in good repair.	
Mowing frequency	Daily
Mowing equipment	Walk Mowers or Triplex
Cutting height	1/8 - 3/8
Daily Putting speed	9.0 - 10.5
Cups changed	Daily >100 Rounds
Ball marks repaired	5-6x/wk
Amenities:	Meet or exceed competition
Tournament poles	
Zinc cups	
Logo flags	
- Course Logo	
Replace flags & cups	2-3X/year
Tees, Collars & Approaches	

- Overview: Tees smooth, turfed, level, firm but not hard, clean, properly directed, with amenities in good condition and repair, consistent and uniform. Markers rotated consistent with cup rotation system and aligned with the line of play.

Mowing frequency 3-4X/week
 Mowing equipment Walk Mowers or Triplex

Cutting height 3/16 – 5/8
 .187 - .625

Greens Approach & collar cut
 Frequency 3-4X/week

Tee markers changed Daily
 >100 Rounds

Divots repaired (par threes) 5x/wk

Divots repaired (par 4s/5s) 3x/wk

Amenities: Meet or exceed competition

- Ball washers/trash containers
- Benches as needed
- Tee signage
- Yardage monuments
- Divot bottles on carts
- Divot buckets on Par 3's

Course Restrooms
 - Service Frequency Daily

Fairways

- Overview: Smooth, uniform turf cover, stripe-mowed, clean, firm but not hard, well defined and contoured to properly support the ball for play.

Mowing frequency 3 - 4X/week

Mowing equipment 5-plex
 - cool season turfgrass

Cutting height 1/2 - 5/8
 .500 - .62

Divot repair 1x/Bi-wkly

Yardage markings clean and repaired

Roughs

- Overview: Properly mowed and trimmed, clean and adequately uniform for play, distinct in height from fairway and intermediate rough.

Mowing frequency	1-2X/week
Mowing equipment	Rotary or reel mower
Courteous Cut/Step Cut	Rotary or Reel Mower
Cutting height (effective)	
Cool Season	1.5 - 3.0
Courteous Cut/Step Cut	1.25-1.5
Mowing - green/tee banks	1- 2X/week
Chemical trimming of trees & fences	Optional
White O.B. stakes	Yes
Yellow/red hazard stakes or marking	Yes
<i>Bunkers</i>	
<ul style="list-style-type: none"> • Overview: Clean, well-defined, weed-free, raked and edged, well-drained, uniform and consistent throughout each bunker and the golf course. Minimum sand depth of four inches. 	
Mechanical or hand raking frequency MUST INCLUDE WEEKENDS AND HOLIDAYS	
- Green bunkers	3-4X/week
- Fairway bunkers	3-4X/week
Spot check/raking by hand	
- Green bunkers	Daily
- Fairway bunkers	Daily
Edging -	
- Mechanical (interval)	4 - 6 week
<i>Cart Paths & Traffic Control</i>	
<ul style="list-style-type: none"> • Overview: All paths clean, well defined, edged, smooth, in good repair, well-drained and properly located with adequate width and proper surface for use. Curbing should be used for traffic control wherever possible. Permanent traffic devices should be pre-approved and carried consistently throughout the property, keeping aesthetic value and safety in mind. 	
Edging (Interval)	4 - 6 weeks
Sweeping/Blowing Paths	
-Green/Tee areas	1 -2x/week
<i>Clubhouse Grounds</i>	

- Overview: Neat, well maintained grounds. Lawns with minimal weeds, mowed and edged, flowers of the season well cared for and properly rotated. All beds free of weeds, leaves and litter. All grounds free of litter and debris.
- Parking lots and sidewalks policed for litter daily and blown with blower or swept as needed prior to guests/members arrival or at night after closing.
- Lawns will be mowed one to two times per week and fertilized, irrigated, and edged on a regular basis.
- Landscape materials will be designed and installed to support either sun or shade as the areas present themselves. All plant material shall be fertilized, properly pruned and pest free. Annual plantings should be rotated two to three times during each season.
- Annuals and perennials will be planted in properly amended soil and support sun or shade as the areas present themselves.

Water Bodies

- Overview: Clean, well defined, minimal weeds and noxious growth. Marked attractively in accordance with USGA rules and materials.

Driving Range & Practice Center

1. PRACTICE GREEN STANDARDS:

- Overview: All practice greens should be as similar as possible to well-maintained course greens: smooth, uniformly turfed, firm but not hard, well defined and free of all major pest problems. Amenities should be uniform, clean and in good repair.

Mowing frequency	Daily
Putting speed	1/8 - 3/16 .125 - .187
Daily putting speed	9.0 - 10.5
Cups changed	2-3x/wk
Amenities:	Meet or exceed competition

2. RANGE LANDING AREA STANDARDS:

- Overview: Range landing areas should be clean, uniformly turfed and mowed, weed free and well marked to direct players. Nets and screens, when used, should be in good repair, and uniformly and neatly trimmed.

Mowing frequency	1 - 2X/week
Mowing equipment	5-plex, mowers

Cutting height	Fwy/Rgh
Target greens	Yes
Target green overseeding if applicable	Yes
Yardage markers or flags	Yes

3. PRACTICE TEE STANDARDS:

- Overview: All practice tees should be smooth, completely turfed within the current line location, level, firm but not hard, clean, properly directed. Amenities should be in good condition and repair, consistent and uniform. Mats, if used, should be clean and in good repair and replaced as necessary to ensure quality.

Mowing frequency	3X/week
Mowing equipment	Triplex
Cutting height	3/8 - 5/8 .375 - .625
Line location changed	Daily
Divots repaired	3-4X/week
Amenities:	Clean and in good repair
Trash containers	Yes
Benches	Yes
Club washer	Yes
Spike Brushes	Yes
Bag racks	Yes
Drinking water	Yes
Yardage Marking system @ Tee	Yes

TREE TRIMMING

- Overview: All trees that prevent 100% turf grass coverage in the "in play areas" due to light exclusion must be selectively pruned. Trees that impose a safety threat to golfers or staff (falling branches etc.) must be removed or selectively pruned. Tree canopy height shall be consistent throughout the golf course. Stumps are unacceptable in play areas with the exception of areas designated as natural habitats. Trimming and removal will be in accordance with City policy.

MAINTENANCE FACILITY STANDARDS

Maintenance Building Interior

- Building should be secure with the use of dead bolts, pad locks on gates and storage areas. Consider changing the coding within 24 hours when attrition occurs of any co-worker who has had the code.

- All fire extinguishers should be located at doorways or fire-prone areas of the building. The fire extinguishers need to be checked annually for proper working condition. Fire extinguisher locations shall be determined by the City Fire Marshall.
- All flammable material must be kept in a flammable resistant cabinet. (The exception is large containers i.e. oil drums).
- Proper storage of waste oils in secondary containment tubs is mandatory.
- The oil drums for waste and new oil need to be properly marked.
- Container of absorbent to address spills.
- Provide adequate lighting, ventilation and heated workspace in the shop. The electrical receptacles should have grounding protection with 3-prong plugs throughout the shop consistent with applicable building codes.
- All parts should be stored in storage compartments or bins that are properly marked for easy inventory control.
- Shop should be organized and free of debris and clutter.
- Shop towels or throw-a-ways supplied along with hand cleaning gel for all co-workers.
- Shop floor should be clean and free of objects that may be a risk of injury to the employee.
- Designated rack to hang foul-weather gear.
- Eye wash kit, either portable or permanent, should be in all shop facilities.
- Drinking water, hot and cold water, and bathroom facilities are mandatory.
- Equipment should be parked in designated areas with well-defined, passable walkways.
- Hand tools should be in good condition (shovels, rakes etc.) and should be organized and stored in a hanging position on the wall.

Maintenance Building Exterior

- Equipment should be secured and in working order. All abandoned equipment should be broken down and salvaged for parts or removed from the property by beginning of heavy mowing season.
- Exterior of the building should be clean, painted and properly lighted.
- Wash pad area should be clearly defined and used in accordance with local and other ordinances.
- Proper storage of top dressing, aggregates and mulch should be in a designated area away from contamination. This may be storage bins, asphalt pads or a level area of ground.
- Roof and rain gutter should be clean.
- Designated employee parking.
- Garbage bin area should neat and clean with adequate dumpster size based on season.
- Area should be kept free of weeds.

Pesticide, Fertilizer and Seed Storage

- Pesticide room should be clean, organized and contain chemicals that will be used for the current season--out of date chemicals must be disposed of in compliance with the federal, state and local New Jersey pesticide laws and regulations.
- Spill response kit should be available in pesticide storage area.
- Exterior of room should be properly marked in compliance with local pesticide laws and regulations.
- The pesticide room should have a secure lock and remain locked if a New Jersey-certified applicator is not in the immediate area.
- Adequate lighting with proper covering over the lights.
- Adequate ventilation and proper temperature maintained per label recommendations.
- Shelving should be plastic or galvanized steel for easy cleaning (no wood).
- A form of secondary containment should be established for any liquids. This could be the entire building or Tupperware or other tubs to hold the capacity of the liquid products.
- List of emergency phone numbers should be posted inside the pesticide facility.
- Inventory of chemicals should be available in superintendent's office.
- All materials should be stored **ONLY** in original containers.
- Wall-mounted eyewash station near the pesticide facility and mixing station.
- Fertilizer and other granular products should be neatly stacked, clean and organized.
- Seed should be stacked neatly on pallets or in containers to reduce waste and contamination.

Lunch Room

- The maintenance department should have a lunch area that accommodates the staff.
- Lockers or other designated area for personal gear.
- Adequate lighting and seating for employees to eat lunch and have meetings.
- Lunchrooms should have adequate heat and air conditioning where appropriate. The counter tops need to be non-porous material that will be easy to clean. The flooring needs to be an easy to clean surface and the walls need to be well kept and painted.
- Laminated poster addressing federal standards
- Emergency phone numbers posted.
- Lunchroom and bathrooms should be clean and organized at all times and contain no old broken down sofas or other furniture.
- Lunchroom should have a quality table and chairs, microwave(s), refrigerator, and hot plate(s) or stove as preferred by staff.

- First aid kit properly stocked and visible to co-workers.
- Proper Safety Equipment provide to co-workers

1.5. REPORTING, SYSTEMS AND OTHER DELIVERABLES

The successful Bidder is responsible for accurate accounting of all Facility revenues and expenses. Financial reporting requirements will be specified in the Contract once a successful Bidder is selected. The City may require an annual audit by external auditors of the City's choosing to verify percentage license fee and capital improvement obligations, and reserves the right to review successful Bidder's records. If the audit shows a material deviation from the financial reports provided by the Bidder the cost of the audit shall be reimbursed to the City by the Bidder.

Within 90 days after each fiscal year, successful Bidder will provide an Annual Report including a Statement of Revenues and Expenses (detailed by revenue and expense line item), a Balance Sheet and a Statement of Cash Flows, all certified as true and correct by an outside accounting firm. Additionally, the Annual Report should include a narrative status report on the City of the Facility's condition, status of the capital improvement plans and a report on the number rounds of golf played.

The successful Bidder shall maintain a reconciliation of inventory that will include identification of any City-owned equipment, tools and/or supplies made available to the successful Bidder for its use.

The successful Bidder will provide to the designated City representative a Quarterly Report on all Golf Course, Golf Shop, Driving Range and Other revenues and expenses. Furthermore, successful Bidder will provide to the designated City representative a Quarterly Report of Activity that reflects the volume of various services performed and, at a minimum, detailed by the general category or type of service, total dollar sales with subtotals broken down by green fees, cart rentals, golf shop sales and any other category of sales activity. Quarterly reports shall not be required to be certified by an outside accounting firm, but shall be certified as true and correct by an officer of the Bidder.

The successful Bidder will provide evidence of any and all required insurance/bonding and licenses prior to commencing operation on the Golf Course site or facilities.

1.6. SUCCESSFUL BIDDER RESPONSIBILITIES

Throughout the Contract Duration Period, the successful Bidder shall, subject to any additions, clarifications, restrictions or limitations set forth elsewhere in this RFP, perform or cause to be performed all tasks specified by the City or which may be necessary or appropriate in connection with the ongoing operation, management, promotion, maintenance, repair and general upkeep of the Facilities. In performing such tasks, the successful Bidder shall, at a minimum, do the following:

- Supervise the sales and marketing, advertising, promotion and publicity relating to the Facility.

- Prepare and submit to the City any plans, books, records and other materials as specified elsewhere in this RFP.
- Maintain in full force and effect all operating contracts necessary or appropriate for the ongoing maintenance and operation of the Facility in accordance with this RFP.
- Interview, hire and supervise employees and staff needed for operation of the Facility subject to all Federal, State and/or Local statutes or regulations regarding appropriate hiring practices, wages, benefits and other conditions of employment.
- The Contract shall require the awarded Bidder to comply with all applicable Federal State and local statutes, codes, regulations, licenses and permits which govern any and all aspects of its operations and to obtain and to maintain any and all required licenses and permits throughout the term of the Contract. The City shall assist and cooperate as necessary to comply with awarded Bidders obligations.
- Establish green fee schedules and other fees for the Facility.
- Manage of play on the golf course and the operation of the Facility.
- Manage the Food & Beverage Services/Restaurant.
- Supervise the physical maintenance of the Facility.
- Perform all administrative acts and fiscal duties relating to (i) the payment of all indebtedness, taxes and assessments on retail sales or other obligations due or to become due with respect to the Facility and which accrue on or after the initial Contract Duration Period, (ii) the preparation, submission and processing of all claims regarding the Facility, and (iii) the giving and receipt of notices, reports and other communications arising out of, connected with or incidental to the management, maintenance or preservation of the Facility.
- Pay when due, all costs and expenses of every kind, including all amounts due to the City, associated with the management, maintenance and operation of the Facility, as provided for in this RFP.
- Subject to additional discussion with the City, protect and safeguard (including the purchase of insurance at full replacement cost) the fine art (painting and sculptures) located inside and outside of the Clubhouse.
- Procure building security services to preserve and protect the Facility against fire, theft, vandalism and other perils.

Restricted Activities of Successful Bidder

Without the prior written consent of the City, which consent may be granted or withheld in City's sole discretion, the successful Bidder shall not do, or cause or permit to be done, any of the following throughout the terms of the Contract:

- The City's intent is that the Facility shall be a public facility that shall not restrict access by the general public. The Bidder shall be able to offer "annual"-type memberships so long as their offering and use does not prevent the general public from accessing the majority of tee times available during normal operating hours – including weekends and holidays. No membership plans or offerings shall create a liability which shall encumber the Facility or City nor survive the Term of the Contract. Any membership offerings or plans shall be submitted to the City for its prior approval.
- Borrow or lend money, or enter into any other agreement (except as may be specifically provided for elsewhere in this RFP) in the name of the Facility or City.
- Enter into any agreement relating, directly or indirectly, to the Golf Course which will survive expiration or termination of the Contract.
- Assign, transfer, pledge, compromise or release any of the claims of or debts due to the City.
- Make, execute or deliver in the name of the Facility or City, or with respect to any of the assets of the City, any assignment for the benefit of creditors or any bond, confession of judgment, chattel mortgage, security instrument, deed, guarantee, indemnity bond or surety bond.
- Lease, sell, transfer, assign, convey, pledge, encumber, mortgage, hypothecate or otherwise dispose of City-owned equipment and supplies or the Golf Course or enter into any contract for such purpose without the express prior written approval of an authorized City representative.
- In the name of or on behalf of Facility or City, endorse any note, or become a surety, guarantor or accommodation party to any obligation.
- Violate any legal requirement of applicable rule, regulation or order of any Federal, City or Local body.
- Engage in, permit, suffer or allow the occurrence of any storage, holding, release, emission, discharge, generation, abatement, disposition, handling or transportation of any hazardous waste. Notwithstanding the foregoing, the successful Bidder need not secure the prior written consent of City before utilizing, in connection with the reasonable and necessary operation and maintenance of the Golf Course, fertilizers, pesticides, and fuel, provided such substances are utilized in compliance with all applicable laws and regulations and the necessary safety procedures are followed.
- Commence or maintain in the name of or on behalf of the City any action or proceeding, whether judicial, administrative or otherwise.
- Make any deletion, addition, modification, improvement or other alteration to the Golf Course other than as expressly authorized in the RFP or agreed to in acceptance of a successful Bidder's offer submitted in response to the RFP.
- The successful Bidder may not, except as may be expressly provided for in the response to the RFP and accepted by City, hire, employ, retain or contract to hire (other than as an

employee of the successful Bidder) any entity to manage the day to day operation of any portion of the Facility.

- All trade names, trademarks, logos, emblems and similar identifying matters related to or used in connection with the Golf Course shall be the sole and exclusive property of the City, and all matters relating to their use shall be subject to the City's approval in its sole judgment. If any design, device, material or process covered by letters, patent, copyright or trademark is used by the successful Bidder in connection with the Golf Course, it shall provide for such use by legal agreement with the owner of the patent, copyright, or trademark or a duly authorized licensee of such owner.

1.7. GENERAL INFORMATION

Bidder must provide as part of its Proposal:

Firm name, address, telephone number, fax number and a primary contact person. Resumes and/or background information and experience of key management and operational staff who will be assigned to provide the services outlined in this RFP, including but not limited to:

- Technical training and education
- Experience with services being requested
- Qualifications and abilities to perform the services being requested

Three (3) references of current clients, if applicable, including company name, address, telephone number, fax number, primary contact and type of services your company is performing for these clients.

Bidder's background, including years in business, volume of clients, number of employees, areas of expertise and a list of relevant services the company provides.

All Bidders must submit an income statement and balance sheet for its bidding entity, certified as true and correct by an outside accounting firm covering the years 2012, 2013 and 2014 year-to-date.

If such certifications are not available prior to the Proposal Deadline, they must be certified as true and correct by the Chief Executive Officer or Chief Financial Officer of the Bidder and, if chosen as the successful Bidder, must provide the outside accounting firm certifications prior to the Contract execution.

If the Proposing entity is a newly-formed or single-purpose entity, its obligations under the Contract must be guaranteed by its principals and/or parent entity(ies), as outlined above. In the case of a guarantee by a principal, the principal's 2012 and 2013 personal tax returns and current statement of net worth, certified as true and correct by an outside accounting firm, must be submitted.

1.8. SPECIFIC INFORMATION

Bidder's Operational Concepts and Plans: The Bidder must City fully its proposed operational concepts and plans in regard to the following:

- A. Overall Management & Business Plan for the Facility
- B. Detailed Concept and Plans for:
 - Golf Operations (greens fees, memberships, carts, pro shop)
 - Golf Professional and Instructions
 - Golf Outings and Special Events
 - Driving Range
 - Food and Beverage Operations
- C. Other information the Bidder deems pertinent to demonstrating its qualifications to perform the services being requested

Insurance & Performance Bond Requirements:

Insurance

The successful Bidder will be required to purchase all necessary Property and Casualty (an all-risk policy for full replacement value of all golf course improvements, structures, equipment and personal property), Worker's Compensation Insurance, General Liability Insurance, Liquor Liability Insurance, Pollution Liability Insurance and Automobile Liability Insurance. The successful Bidder shall purchase and maintain the insurance coverage with limits that will protect it as the successful Bidder from any and all claims set forth which directly or indirectly arise out of or result from the successful Bidder's operations under, and performance of the possible Contract whether such operation, or performance, be by the successful Bidder, agents, subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable. A Certificate of Insurance on all such insurance coverage carried by the successful Bidder shall be furnished to the City within ten (10) days of notice of award and upon annual or semi-annual renewal, throughout the complete Contract Duration Period. Throughout the Contract Duration Period (including any exercised option period), the successful Bidder shall maintain coverage in no less than the minimum coverage limits listed below. The insurance companies providing coverage must have a B+ VI or better rating in the most current edition of *Best's Key Rating Guide* and be authorized to do business in the State of New Jersey.

- (a) Worker's Compensation Insurance: Worker's Compensation Insurance, including Employer's Liability at a minimum limit in accordance with New Jersey Statutes. Such insurance shall be in strict accordance with the requirements of the most current and applicable City Worker's Compensation Insurance Laws in effect from time to time.
- (b) Comprehensive General Liability Insurance: Comprehensive or Commercial General Liability Insurance on an "occurrence" basis, with reasonably acceptable deductible, with a combined single limit for bodily injury and property damage of Five Million Dollars (\$5,000,000.00), or a limit carried, whichever is greater, covering Operations, Independent Successful Bidders, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Personal Injury and Explosion, Collapse and Underground Hazards. The limits of liability of the insurance coverage specified in this paragraph may be provided by any combination of primary and excess liability insurance policies.
- (c) Automobile Liability Insurance: Maintain owned, hired and non-owned automobile liability insurance covering all use of all automobiles, trucks, and other motor

vehicles (including golf carts and other motorized golf course equipment unless liability shall be insured under (b) above, utilized in connection with the Contract with a combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000.00), or limit carried, whichever is greater.

- (d) Comprehensive Dishonesty, Destruction and Disappearance (3-D Bond): The successful Bidder shall obtain and maintain throughout the relevant Contract Duration Period (including any exercised option period) a 3-D Bond, or equivalent, in an amount not less than Two Hundred Thousand Dollars (\$200,000.00), or limit carried, whichever is greater, from a surety or insurance company authorized to conduct business in the City of New Jersey and acceptable to the City covering as a minimum Depositor's Forgery and all employees who may handle funds or property in connection with the Golf Course.

Acknowledgement of Offer:

The Bidder by submission of its Proposal acknowledges that it has conducted such investigations and made such inquiries as it deems necessary to become fully familiar with the needs of the City with respect to the management, operation and maintenance of the Golf Course. Furthermore, the Bidder has not relied upon any representation or warranty of the City or Morningstar Golf and Hospitality or its agents or employees and has such skill, judgment and expertise in operating, managing and maintaining golf course facilities that it will be able to operate, manage and maintain the Golf Course in a professional, high quality manner.

Approval by the City: In any provision of this RFP or resulting Contract where the City's approval or consent is required, the City shall, except to the extent specifically stated to the contrary in such provision, have the right to withhold or refuse its approval or consent in City's sole and absolute discretion.

1.9 Bid Transmittal Form

All Bidders must complete this page and submit it with their Technical Proposal.

- All Bidders must complete and submit the REQUIRED forms and certifications listed in Exhibit "A". Specifically including a New Jersey **Business Registration Certificate**, which you may need to obtain in advance. Information on obtaining a BRC can be found at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

This Proposal is hereby submitted by:

Company name: _____

Address: _____

Telephone number: _____

Signature

Date

Taxpayer Identification Number _____

Typed name & Title of individual signing proposal

Pricing Proposal

The Pricing Proposal and the Bidder's response to it will be incorporated into the final Contract.

The Contract Duration Period indicated below is an example term to be used as a guideline when submitting the Proposal. The Bidder is encouraged to submit several options and alternative Pricing Proposals that are commensurate with proposed terms and capital investment arrangements. In addition to a monthly License Fee payment the Bidder should indicate any additional forms of payment to the City based on the Gross Revenue. The Bidder should also provide information with regard to any amount of funds that the Bidder would intend to commit towards capital improvements during each year of operation. Any other reimbursements or revenue streams to the City that are anticipated by the Bidder should be clearly identified and detailed in the Bidder's response to the RFP. As part of its Pricing Proposal response, the Bidder should include a preliminary budget for the initial 5 years of the Contract which provides details regarding all estimated revenues and expenses (including relevant budget categories) and reflects anticipated net operating income.

Rent Payment:

The Bidder agrees to pay to the City an annual (in equal monthly installments) rent as follows:

Year 1
Year 2
Year 3
Year 4
Years 5 – 9
Years 10 – 14
Years 15 – 19
Years 20 – 24

Revenue Sharing:

In addition to or as an alternative to the rent, the Bidder should indicate below and expressed as a percentage, the additional amount that will be paid to the City based on Gross Revenues. "Gross Revenues" shall mean gross receipts of every kind and nature from the use and operation of all or any portion of the Facilities whatsoever, whether for cash, credit or barter, including, without limitation, merchandise sales; green fees; cart rentals; driving range revenues; receipts from vendor machines; proceeds of any business interruption insurance (net of reasonable costs of settling such claim with the insurance carrier). Gross Revenues shall not include amounts received as rebates, refunds and discounts (but not credit and card discounts paid to a credit card system) to customers given in the ordinary course of obtaining such revenues; excise, sales, use and similar taxes collected directly from customers as a part of the price of any goods or services and which are accounted for to any governmental agency or authority; tips and gratuities paid to employees; or income or interest derived from cash, securities, and other property acquired and held for investment. Gross Revenues shall include initiation fees and

(refundable and non-refundable) deposits, if any, paid pursuant to any membership offering during the term of the Contract.

Gross revenues shall also include a reasonable allocation, as determined by the City, of any income received by the Bidder for use of the Facility by customers of any of the Bidder's other facilities, such as but not limited to reciprocal access. Gross Revenues for the Facility may not be co-mingled with other operations of the Bidder and any reciprocal rights or other cross-utilization programs must be approved in advance by the City.

Period	% of Gross Revenues
Year 1	
Year 2	
Year 3	
Year 4	
Years 5 – 9	
Years 10 – 14	
Years 15 – 19	
Years 20 – 24	

Note: Payments will be computed monthly and paid to City within 20 days from the end of a monthly.

Recurring Capital Improvements & Master Plan Items:

The successful Bidder proposes to provide and fund not less than the stated amount of capital improvements (see details regarding capital improvement considerations elsewhere in this RFP) shown for each year of the Contract years listed below.

- Year 1
- Year 2
- Year 3
- Year 4
- Years 5 – 9
- Years 10 – 14
- Years 15 – 19
- Years 20 – 24

Bidders must describe in detail the scope of the improvements corresponding to the dollar amounts above.

Alternative Proposals

Bidders may submit alternative compensation proposals for consideration by the City, but only in addition to the above requirements.

This Proposal is hereby submitted by:

Company name: _____

Address: _____

Telephone number: _____

Signature Date

Taxpayer Identification Number _____

Typed name & Title of individual signing proposal

www.portofstjohn.com

EXHIBIT "A"
REQUIRED BID FORMS

<http://www.portofos.com>

CITY OF BRIGANTINE

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following addenda:

Addendum Number: _____ Date: _____

Addendum Number: _____ Date: _____

ADDENDUM NUMBER: _____ DATE: _____

Addendum Number: _____ Date: _____

1. ACKNOWLEDGED FOR: _____

(NAME OF BIDDER)

By: _____

(Signature of Authorized Representative)

Print Name

Title

STOCKHOLDER DISCLOSURE CERTIFICATION

- I certify that the list below contains the names and home addresses for all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. *In accordance with N.J.S.A. 52:25-24.2*
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.
- Partnership Corporation Sole Proprietorship Other _____

PLEASE CHECK APPROPRIATE BOXES ABOVE AND SIGN BELOW.
STOCKHOLDERS:

NAME: _____ NAME: _____

1.9. HOME ADDRESS: _____ HOME ADDRESS: _____

NAME: _____ NAME: _____

HOME ADDRESS: _____ HOME ADDRESS: _____

THIS STATEMENT MUST BE INCLUDED WITH BID SUBMISSION.

(AFFIANT)

SUBSCRIBED AND SWORN BEFORE ME

This ____ day of _____, 20__

(Print name & Title of Affiant)

(Notary Public)

My Commission Expires:

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

County Of Atlantic

I, _____ residing in _____
(Name of Affiant) (Name of Municipality)

In the County of _____ and the state of _____

Of full age, being duly sworn according to law on my oath deposes and says that:

I am _____ of the firm of _____
(Title Position) (Name of Firm)

The bidder making this proposal for the bid proposal entitle, "TO LEASE THE LINKS GOLF COURSE"
, and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered
into any agreement, participated in any collusion, or otherwise taken any action restraint for free, competitive bidding
in connection with the above named project. That all statements contained in said proposal and in this affidavit are tru
and correct, and mad with full knowledge that the City of Brigantine relies upon the truth of the statements contained
in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon
agreement or understanding for a commission, percentage, brokerage, per contingent fee, except bona fide employees
or bona fide established commercial or selling agencies maintained by: _____

(affiant)

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20____
(Print name & title of affiant)

(Notary Public)
My Commission Expires:

(Corporate Seal)

REQUIRED EVIDENCE AFFIRMATIVE ACTION REGULATIONS

P.L. 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, C. 127, (N.J.A.C. 17:27) within seven (7) days after receipt of the notification of the intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the City Clerk:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has existed federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of an approved Certificate of Employee Information report.

OR

2. An Affirmative Action Employee Information Report (Form AA302).

OR

4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract awarded that meets or exceeds the Public Agency bidding threshold (available upon request)

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C. 127.

The following questions must be answered by all bidders:

1. Do you have a federally approved or sanctioned Affirmative Action Plan?
YES ___ NO ___ if yes; please submit a copy of such approval.
2. Do you have a Certificate of Employee Information Report Approval?
YES ___ NO ___ IF YES; PLEASE SUBMIT A COPY OF SUCH CERTIFICATE.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C. 127 and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____ SIGNATURE: _____
TITLE: _____

NOTE: A contractor's bid must be rejected as non-responsive if a contractor fails to comply with requirements of P.L. 1975, C. 127, within the time frame.

1.10. STANDARD BID DOCUMENTS

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:

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 limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to the employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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.

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.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasure 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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-52

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureau, 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.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conform with the principles of job-related testing, as established by statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoffs 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.

The contractor shall submit to the public agency, after notification of award but prior to execution of a good 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/treasury/contract_compliance)

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

AMERICANS WITH DISABILITIES ACT OF 1999

Equal Opportunity for Individuals with Disabilities

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1999 (the "ACT") (42 U.S.C. §12101 et. Seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided by and made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of the contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the ACT. In the event that the contractor, its agents, servants, employees or subcontractors violate or alleged to have violated the ACT during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceedings commenced pursuant to this ACT. The contractor shall indemnify, protect, save harmless the OWNER, its agents, servants and employees from and against any and all suits, claims, losses, demands or damage of whatever kind or nature arising out of or claimed to arise out of the alleged violations. The CONTRACTOR shall, at its own expense appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceedings or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decisions of the OWNER, which is rendered pursuant to said grievance procedures. If any action or administrative proceedings result in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has brought pursuant to its grievance procedures, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give in written notice thereof the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of the agents, servants and employees, the OWNER shall expeditiously forward or have forward to the CONTRACTOR every demand, complaint, notice, summons, pleading or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with

The ACT and to defend, indemnify, protect and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in the Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**BIDDER'S AFFIDAVIT INDICATING THEY ARE NOT DEBARRED, SUSPENDED
AND DISQUALIFIED BY THE STATE OF NEW JERSEY, CITY OF BRIGANTINE
COUNTY OF ATLANTIC**

I, _____ of the City of _____

In the County of _____ and the State of _____

Of full age, being duly sworn according to law on my oath depose and say that:

I am _____, an officer of the firm of Proposal for the above named work, and that I execute the said proposal with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, Department of the Treasury, Division of Property Management & Construction List of Debarred, Suspended and Disqualified bidders and that all statements contained in this said Proposal and in this Affidavit are true and correct, and made with full knowledge that the City relies upon the truth of the statements contained in said Proposal and in the statements contained in the Affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm baking this bid appears on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to the life of this contract, including the Guarantee Period, that the City of Brigantine shall be immediately so notified by the signatory of the Eligibility Affidavit.

The undersigned understands that the firm is making the bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the contractor, pursuant to NJAC 7:1-52, commits any of the acts listed therein, and as determined according to applicable law and regulations.

Name of Contractor: _____
(Type or Print)

Signature/Title

Subscribed and Sworn before me this _____ Day of _____, 20__

Notary Public
My commission expires: _____, 20__

**CERTIFICATION OF GOODS AND SERVICES MANUFACTURED/DELIVERED
IS IN COMPLIANCE WITH REQUIREMENTS OF THE SPECIFICATIONS**

I certify that the equipment manufactured and delivered to the City of Brigantine is in compliance with all of the requirements of the specification of BID NO: 2014-14 opened on XXXXXXXX 2014 at 9:00am.

Goods and/or Services(s): _____

COMPANY _____

ADDRESS _____ STATE & ZIP CODE _____

PRESIDENT/OWNER _____

SIGNATURE OF PRESIDENT/OWNER _____

TELEPHONE NO: _____

Sworn to and subscribed

Before me on this day

Of 20_ NOTARY

<http://www.portofbrigantine.com>

**FAILURE TO SUBMIT THE FOLLOWING DOCUMENTS IS A MANDATORY
CAUSE FOR THE BID TO BE REJECTED. (N.J.S.A. 40A:11-23.2)**

REQUIRED BY OWNER

READ, INITIAL & SUBMITTED

1. A statement of Corporate Ownership
Pursuant to N.J.S.A. 52:25-24.2

2. If applicable, bidder's acknowledgment
Of any notice(s) or revision(s) or addenda
To an advertisement, specifications or bid
Document.

3. NJ Business Registration Certificate *

4. Pursuant to N.J.S.A. 40A: 11-21.
Bid Bond

**FAILURE TO SUBMIT THE FOLLOWING DOCUMENTS MAY BE A CAUSE FOR
THE BID TO BE REJECTED. (N.J.S.A. 40A:11-23.1B)**

1. Insurance & Indemnification

2. Submission of a Non-Collusion Affidavit
(this form must be notarized)

3. Affirmative Action Affidavit

4. Affirmative Action Questionnaire

5. Completed and signed proposal page

6. Exception to the Bid page signed

7. Read American Disabilities Act

8. Notarized Non-Disqualified form

9. Certification of Compliance

10. Affidavit of Bidder that he/she is not on
The Disbarred, Suspended or Disqualified
Vendors.

11. W-9 Form

C. SIGNATURE: The undersigned hereby acknowledges reading and has submitted the above listed requirements

Name of Bidder: _____

By Authorized Representative: _____

Signature: _____

Print name and title: _____

Date: _____

<http://www.portoos.com>

EXHIBIT "B"

GOLF COURSE MASTER PLAN

(Separate File)

<http://www.portoflosangeles.com>

EXHIBIT "C"

HISTORICAL REVENUE AND ROUNDS INFORMATION

(Separate File)

<http://www.portofos.com>



MEMBER
American Society of
Golf Course Architects

April 29, 2014

The Links at Brigantine Beach GOLF COURSE MASTER PLAN

Our firm was retained to review the golf course at the Links at Brigantine Beach and to make recommendations in the form of a Golf Course Master Plan. This Plan identifies design changes on a hole-by-hole basis and allows the Club to implement these changes over the years as funds permit.

The golf course was analyzed with the help of an aerial photograph, the City's topographic maps, a few old photos, and by touring and playing the golf course. This Master Plan is the result of weeks of group effort, discussion and ideas. The group consisted of Bob Wagenheim, Club Member; Andy Simpson, City Council - Ward 1; John Doring - Superintendent of Public Works; Ed Stinson - City Engineer; Mike Lange - Club Member; Tony Pullella - City Councilman @ Large; Nathan Robbins - General Manager; and Tom Dale, Golf Course Superintendent.

Original Golf Course Architects

The Links at Brigantine Beach was designed by Stiles and Van Kleeck and opened for play in 1927. Wayne Stiles born 1884 in Boston was a very good golfer as a young man competing against such legends as Francis Ouimet, and Walter Travis. After designing his first 9 hole golf course in 1916 and following a stint in World War One Stiles designed his first 18-hole course for the Oak Hill Country Club in Fitchburg, Massachusetts. In 1924 he formed a partnership with John Van Kleeck and they were quite busy having offices on Boston, New York and Saint Petersburg, Florida.

Stiles had a distinctive style, and developed rather detailed drawings that formed the basis for plans and specifications. For most courses, he developed individual blueprints for each of the holes; unfortunately his plans for Brigantine cannot be found.

Stiles passed away on February 8, 1953.





John van Kleeck graduated from Cornell University in 1912 and received his Masters in Landscape Design the following year. He was the first golf architect to graduate from Cornell. He laid out the Albuquerque Country Club which opened in 1914 and joined Wayne Stiles in 1923, becoming a partner the following year. Van Kleeck primarily worked in the busy Florida office until 1930 when he left the firm to work for Robert Moses in New York. He designed courses from South America to upstate New York, including private, public and municipal courses. He worked at times with Bobby Jones and Walter Hagen. Together Stiles and Van Kleeck designed 120 golf courses. Van Kleeck passed away in 1957.

Stephen Kay • Doug Smith, Golf Course Design

Stephen Kay a member of the American Society of Golf Course Architects has been providing golf course design services since 1983. Stephen has a 5-year degree in landscape architecture at Syracuse University and a turfgrass degree from Michigan State. Doug joined the firm in 1990 and became a partner in 2003. Doug has a Master's of Landscape Architecture from Rhode Island School of Design. Nationally, the firm has done some form of renovation at over 250 golf courses and designed 20 new golf courses. Some of the new golf courses are Blue Heron Pines, McCullough's Emerald Links at the Jersey shore, Scotland Run, The Architects Club, Manhattan Woods (with Gary Player), and The Links of North Dakota, which is in Golfweek's top 100 Modern Golf Courses in the Nation. Renovating Wayne Stiles & John van Kleeck golf courses have been a favorite of the firm, providing design services for the in Connecticut City of Waterbury's East Mountain GC, Kissena GC, Mosholu GC, and Van Cortlandt GC in New York.



Stephen Kay & Doug Smith



Links of North Dakota - 3- Top 100 In USA



Lancaster CC - Site of 1958 PGA Championship
Top 5 Renovation of the Year - Golf Inc. Magazine
Philadelphia, Pa.

General Golf Course Analysis

The Links at Brigantine Beach was part of a master plan for the island of Brigantine and was opened in 1927. It is just south of Atlantic City. The golf courses website summarizes the courses' history quite well " *The Great Depression took its toll on the Brigantine community. In the 1930's, the Brigantine Country Club sold for \$7,500 (and \$35,000 in back taxes). At that time, only nine holes were still being maintained. Just one decade earlier, the golf club, marina, and grand golf course were completed at a cost of over \$1,000,000. The large scale development effort by the Island Development Company was a victim of the times. After WWII, the golf course was updated and all 18 holes were re-opened. Known as Brigantine Country Club for 60+ years, in 1989 the property was purchased by American Golf and the name was then changed to Brigantine Golf Links. In 1993 the new owner hired Garrett Gill and George B. Williams then to renovate all the fairways, finish the cart paths, and built a new clubhouse. In July of 2002, the property was sold to the City of Brigantine, who hired Meadowbrook Golf to manage the property. Shortly thereafter, the golf club was renamed The Links at Brigantine Beach.*

Greens - The greens are of good size averaging slightly over 5,000 s.f. Their contour is very interesting and fits well for today's greens speeds. Most of the greens drain very well except for #6, #7, and #14. These greens should have the XGD Internal drainage system (2" drain pipe spaced six feet apart) installed in them. This drainage system has been installed at hundreds of golf courses throughout the USA and has absolutely proven to work and drastically improved the quality of greens.

Sand Bunkers - The sand bunkers are in very bad shape even though the maintenance crew is doing their best to maintain them. The bunkers drain poorly - after a rain event puddles last for days. Some work was done on the bunkers ten years ago but this was very basic and improved them to only some degree. They need to be redesigned to develop an old classic links style to them. Some of the sand bunkers are basically well located, although some are misplaced for today's game, and there is a need to have better located fairway sand bunkers to challenge the better player. A few holes need a fairway bunker or two to make the hole more strategic and to make the hole look prettier. A few bunkers are on the outside of cart paths, which is a big 'no-no' (i.e., #10). It should be fairway then bunker then cart path. Due to the very windy conditions at the golf course a fair amount of bunker sand gets blown out every year. Therefore the maintenance budget must include the installation of 1/2" to 1" of sand every year.



Fairways - Many fairways are in bad shape mainly because of poor drainage and flooding. We cannot stop the flooding but we need to make sure the water that is left behind after the flood recedes drains very quickly. By installing proper drainage as the Master Plan proposes we can eliminate these puddles that are left by the flooding as well as by heavy rains. The ditch system along the perimeter of the golf course works well when it is dug out properly as many of them have just recently been excavated. Many fairways need a significant amount of drain tile installed to help dry them up so they can be mowed and played.

Tees - The tees like the bunkers are very old, many are unlevel and many aim the golfer poorly. A few tees are not big enough to handle the amount of play especially if we do get the round up an additional 10,000 rounds. A few tees should be repositioned to improve the angle of today's tee shot. To help modernize the golf course for today's very good players (who hit the ball very far) we propose a few new back tees to increase the overall yardage - see proposed new scorecard. (also see comments under playability for tee colors).

Trees - The golf course is pretty much links style with only a few trees that come into play. The Master Plan does propose to plant a fair amount of trees along the property lines on a few holes to increase safety. We all know that phragmites is not a tree but they can get so tall that they affect golf shots and views. Fortunately right after starting this master plan process the golf course acquired a special mower to cut down the phragmites (which should not be allowed to grow higher than one foot).

Drainage – Links at Brigantine drains very poorly as mentioned above. Improving the drainage at Links at Brigantine is one of the top priorities of the Master Plan. During a normal year several golf holes such as #6, 8 and 16 cannot be mowed after a rain event. Hurricane Sandy not only caused tremendous damage to the island of Brigantine itself but also along caused significant damage to the golf course both in the damage of equipment. The work the City did after Sandy to have the ditches dredged was one of the best things you can do. A few more ditches need to be dug out. The vast majority of drainage proposed in the Master Plan will be smooth-wall pipe with catch basins installed where most of the puddles are now. The concept is to get the water in the pipe as quickly as possible and not let it have too much time to soak into the soil.



Cart Paths

The cart paths are also very old with many ruts and uneven surfaces. Some of the cart paths should be relocated for better traffic flow, and some paths resurfaced. In a few spots the paths are very visually unattractive and need to be relocated to the outer side of the golf hole.



Practice Area - The small practice area to the left of the first tee is basically just a flat bare area. Even if the current tee on the first hole is relocated so a range tee could be brought back there is not enough depth (185 yards) to the area to build a range and allow the golfer to hit drivers (see appendix plan). Nets & poles would need to be 100 foot high - not feasible.

The best use of this area is either to build a 9 hole pitch & putt golf course (all golf holes are less than 100 yards long) which would be a great family activity as well as a profit center, probably generating a net profit of \$50,000 or more a year. Another use would be to build a short game area (see appendix plan).

There is property the City owns across the street and this area could also be used for either a short game area or for a portion of a 'pitch & putt' golf course. The problem with using this area is that the golfer (both young and old) would need to cross the street, hence a big liability.

Master Plan Analysis

This Master Plan booklet analyzes the course in all aspects, and makes recommendations for improvements. This first written portion reviews criteria for design, and then gives a written description of each hole. The Master Plan booklet then continues with an 11" x 17" pullout of the entire Master Plan layout showing all 18 holes, followed by hole-by-hole drawings showing all improvements that are the final recommendations of this Master Plan. Following the final hole-by-hole recommendations is an appendix of other ideas the Master Plan committee considered but rejected because they thought what we ultimately chose was the better idea. This Master Plan booklet concludes with construction cost estimates for each hole.

We as golf course architects set the following priorities at the beginning of the Master Plan study:

1. Safety
2. Maintenance and Drainage
3. Playability
4. Strategy
5. Aesthetics

Safety - Safety is the most important issue to consider at any golf facility. Fortunately Links at Brigantine does not have many safety issues other than 5th hole, and a smaller issue on hole #9. All are addressed in the hole-by-hole plans. In general the least expensive method to make an area safer is by planting new trees.

Maintenance and Drainage - Maintenance can drastically improve by addressing drainage issues in the fairways and roughs, as well as digging out the few remaining ditches that have not been excavated. The irrigation system is on its last leg and needs to be repaired on a regular basis and while it is not working the turf suffers. The sooner a new irrigation system can be installed the better. There is some talk about installing a new irrigation system in-house rather than contracting it out. This is possible - one of my clients The Seawane Club on Long Island did that.

Playability - The golf course in terms of playing is basically playable for different levels of golfers but the Master Plan attempts to improve it even more. The golf course in terms of conditions is often unplayable when it rain. Again drainage issues must be addressed as soon as possible especially on #6, 8 and 16.

The current overall yardage of the course as indicated on the scorecard is very good with the back tees playing at 6524 yards, the White tee is at 6214, the silver tee at 5320 (which is not on the scorecard and is a little too short for a senior tee), and the Red Course at 5203. The silver tee is for the senior golfers and on several holes is on the same tee as the red markers. The National Golf Foundation indicate that men do not like to play the same teeing surface where the Red markers. Also many new golfer who are in their 20's and 30's seem to think that they are suppose to play the Blue tee not the white tee. Therefore many young men are playing tees too far back - resulting in high scores and a slow round of golf. At many golf courses we have worked, both private and public, we have simply made the senior tee the White tee, the White tee the Blue Tee and the Blue tee the Black tee - see proposed scorecard at the end of the 'hole by hole' plans. We also suggest that the red tee marker be changed to green so the super, super senior men play them (again they will not play the red tees). At the course we have done this the total time to play 18 holes has been reduced an average of 15 minutes. A fifteen-minute shorter round of golf is significant - do not underestimate this.

Strategy - Strategically the course could have some of the holes provide more of a 'risk and reward' set up; such as #1, #4, #8, #16, and #18. A few of the suggestions would create golf holes with more options on how to play the hole. More options make for better golf holes. The addition of new sand bunkers, recontouring of fairway mowing lines around bunkers will improve what is already a fairly well laid out golf course.

Aesthetics - Links at Brigantine has so much potential to look absolutely beautiful but it does not. It does not because of poorly shaped sand bunkers, several bunkers you cannot see, fairways that cannot be maintained properly due to such poor drainage. Please realize that Links at Brigantine is over 80 years old and it that time frame nothing has been done to renovate/update the golf course. The Clubhouse has had new carpeting, new paint, etc. The last time any work was done on the bunkers and tees is over 20 years ago. Links at Brigantine can and should be a wonderful golf course that City residents would be proud of. Also improved aesthetics and maintenance will bring in more golfers from off the island.

<http://www.port-foos.com>

HOLE BY HOLE PLANS

1:200 H.
1:10 V.

DREDGE

**REBUILD
SAND BUNKER**

NEW DRAINAGE

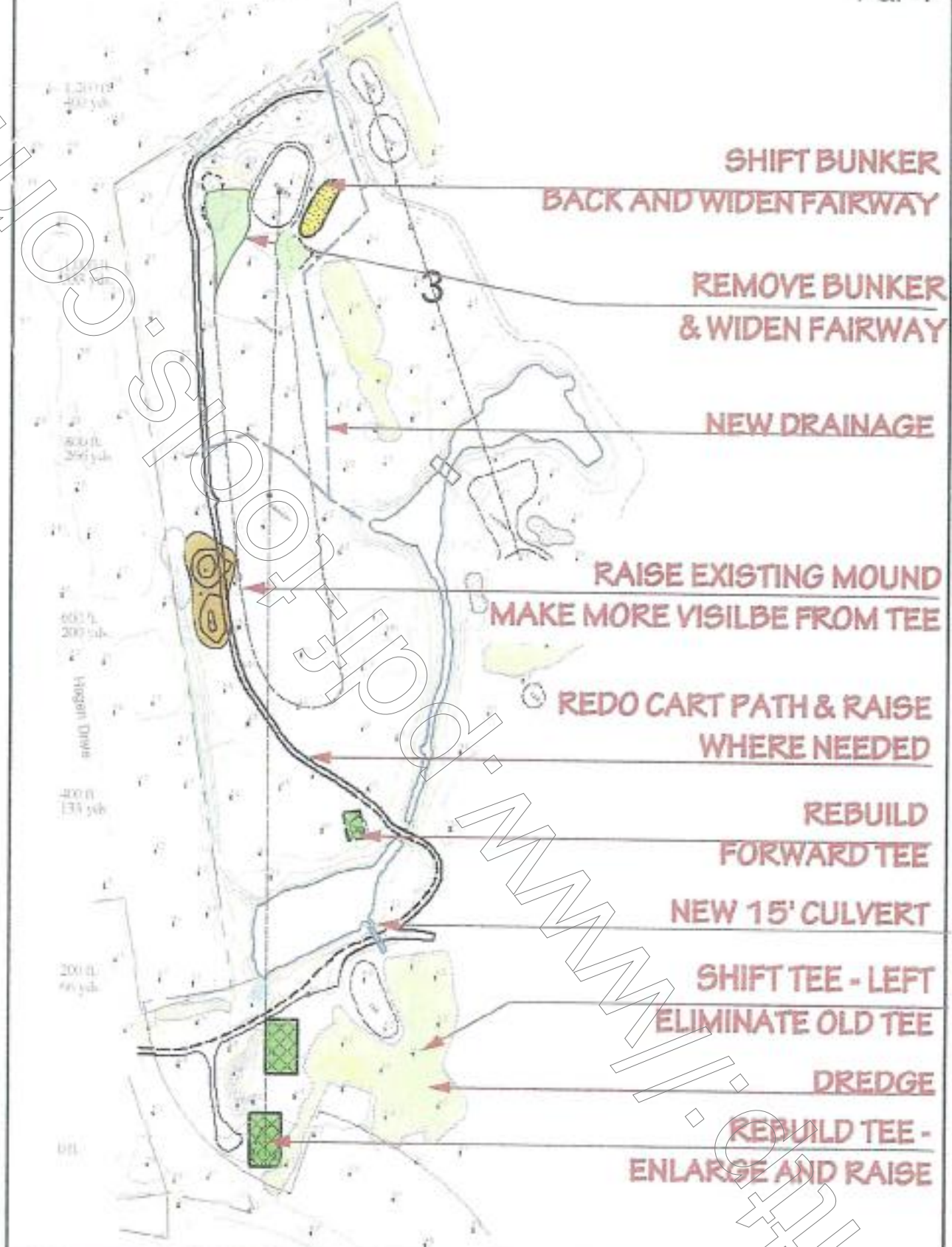
**NEW FAIRWAY
SAND BUNKER**

WIDEN FAIRWAY

NEEDS IRRIGATION

LASERLEVEL TEES

REVISIONS:	DATE:	SCALE:	NOTES:		
2/15/14	11/11/13	1" = 100'			STEPHEN KAY DOUG SMITH GOLF COURSE DESIGN LLC



SHIFT BUNKER
BACK AND WIDEN FAIRWAY

REMOVE BUNKER
& WIDEN FAIRWAY

NEW DRAINAGE

RAISE EXISTING MOUND
MAKE MORE VISILBE FROM TEE

REDO CART PATH & RAISE
WHERE NEEDED

REBUILD
FORWARD TEE

NEW 15' CULVERT

SHIFT TEE - LEFT
ELIMINATE OLD TEE

DREDGE

REBUILD TEE -
ENLARGE AND RAISE

REVISIONS: 2/15/14	DATE: 11/11/13	SCALE: 1" = 100'	NOTES:	*	STEPHEN KAY & DOUG SMITH GOLF COURSE DESIGN LLC



**RAISE
DROP
AREA**

**THIN OUT TREES
& BRUSH BEHIND GREEN**

**REBUILD & ENLARGE
SAND BUNKERS**

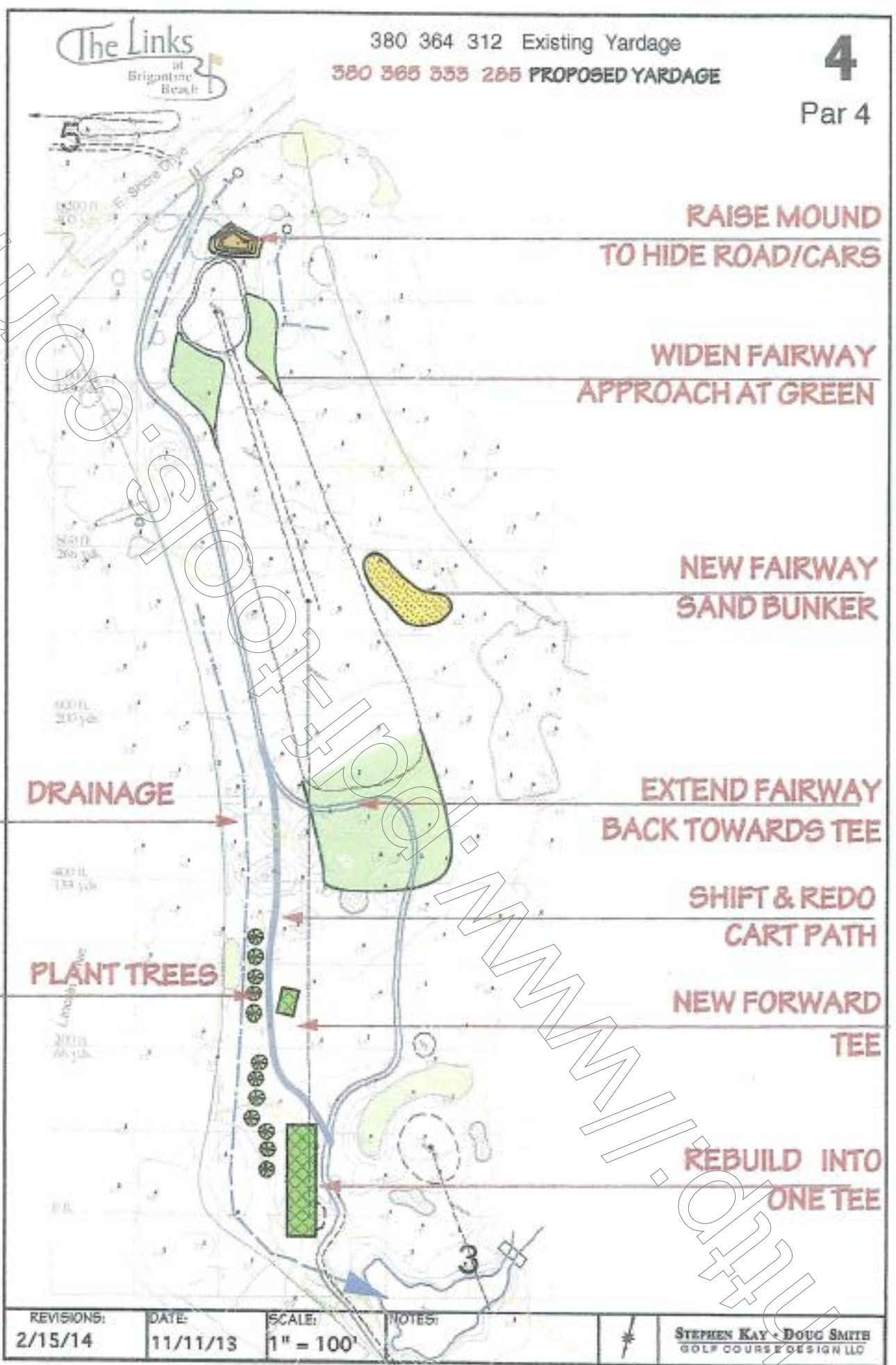
**WET AREA
'DRAINAGE'
THEN RESTORE FAIRWAY**

REDO CART PATH

**LASER LEVEL
TEES**

DRAINAGE

REVISIONS:	DATE:	SCALE:	NOTES:		
2/15/14	11/11/13	1" = 100'			STEPHEN KAY • BOB SMITH GOLF COURSE DESIGN LLC



**RAISE MOUND
TO HIDE ROAD/CARS**

**WIDEN FAIRWAY
APPROACH AT GREEN**

**NEW FAIRWAY
SAND BUNKER**

**EXTEND FAIRWAY
BACK TOWARDS TEE**

**SHIFT & REDO
CART PATH**

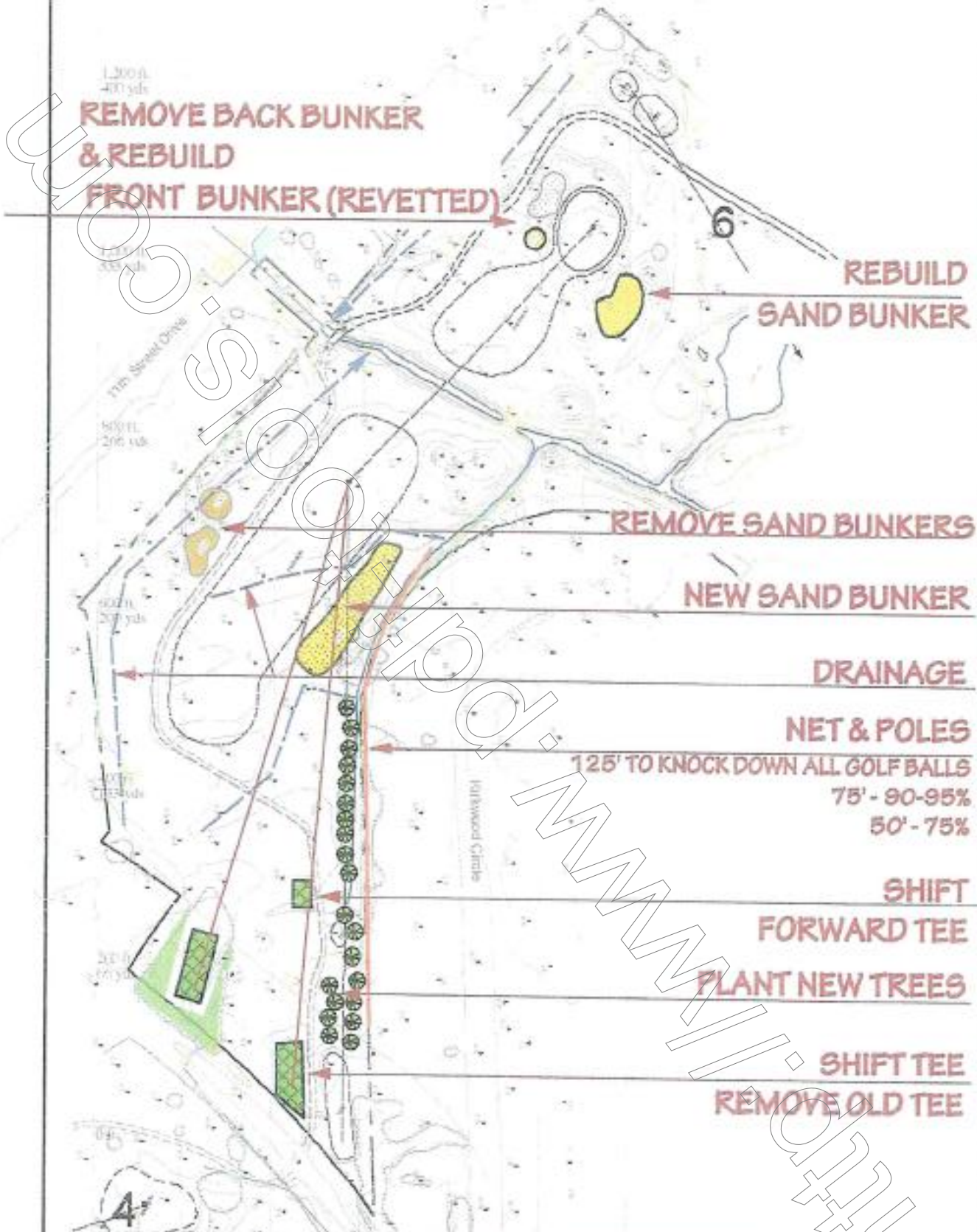
**NEW FORWARD
TEE**

**REBUILD INTO
ONE TEE**

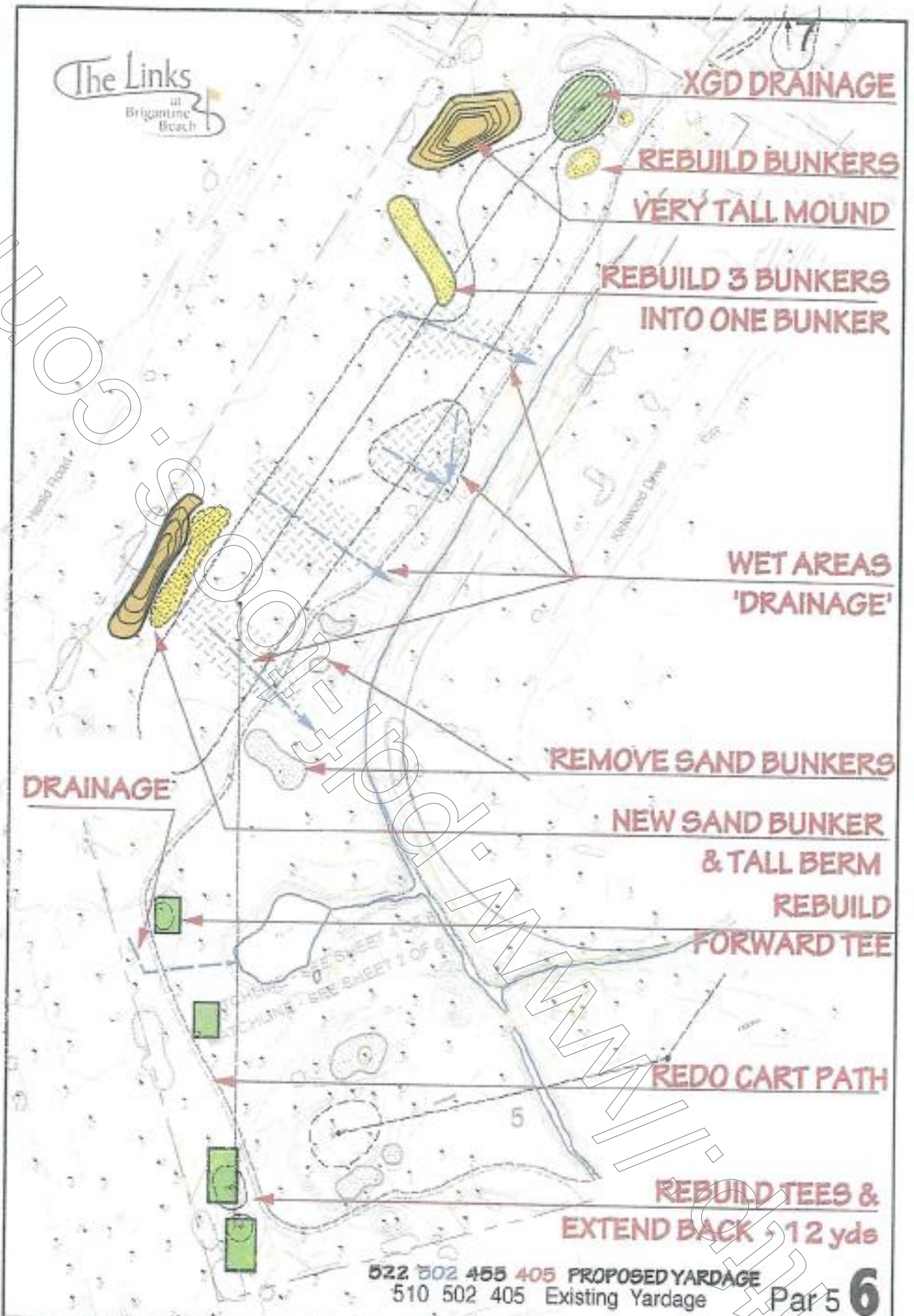
DRAINAGE

PLANT TREES


REVISIONS: 2/15/14	DATE: 11/11/13	SCALE: 1" = 100'	NOTES:	* STEPHEN KAY & DOUG SMITH GOLF COURSE DESIGN LLO

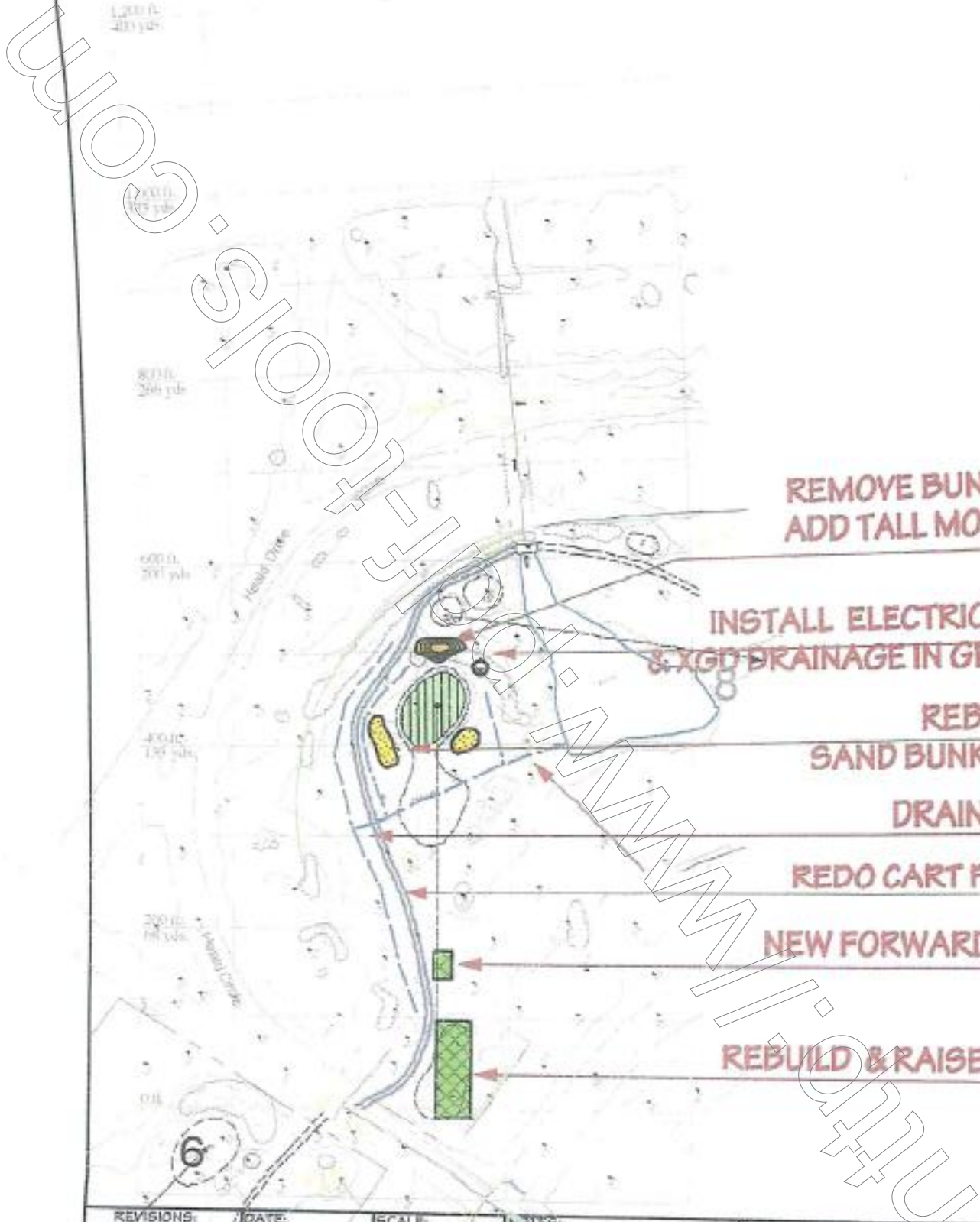


REVISIONS: 2/15/14	DATE: 11/11/13	SCALE: 1" = 100'	NOTES:	* STEPHEN KAY + DOUG SMITH GOLF COURSE DESIGN LLC
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522 502 455 405 PROPOSED YARDAGE
510 502 405 Existing Yardage Par 5 **6**

REVISIONS:	DATE: 11/11/13	SCALE: 1" = 100'	NOTES:		STEPHEN KAY • DOUG SMITH GOLF COURSE DESIGN LLC



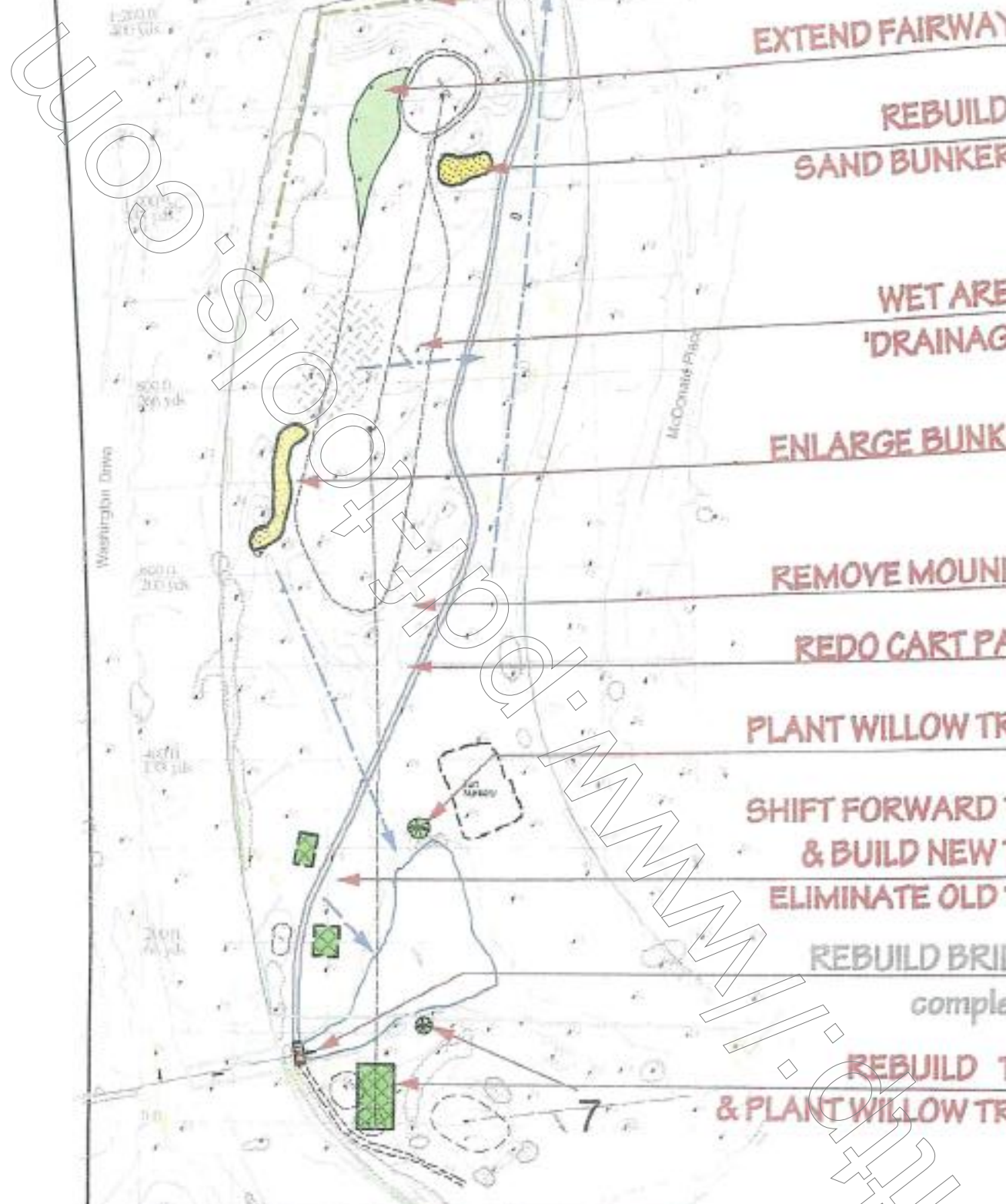
REVISIONS: 2/15/14	DATE: 11/11/13	SCALE: 1" = 100'	NOTES:		STEPHEN KAY • DOUG SMITH GOLF COURSE DESIGN LLC

The Links
of
Brigantine
Beach

380 367 312 Existing Yardage
380 367 312 285 Proposed Yardage

8

Par 4



DITCH TO BE DUG OUT

EXTEND FAIRWAY

REBUILD
SAND BUNKER

WET AREA
'DRAINAGE'

ENLARGE BUNKER

REMOVE MOUNDS


REDO CART PATH

PLANT WILLOW TREE

SHIFT FORWARD TEE
& BUILD NEW TEE
ELIMINATE OLD TEE

REBUILD BRIDGE
completed

REBUILD TEE
& PLANT WILLOW TREE

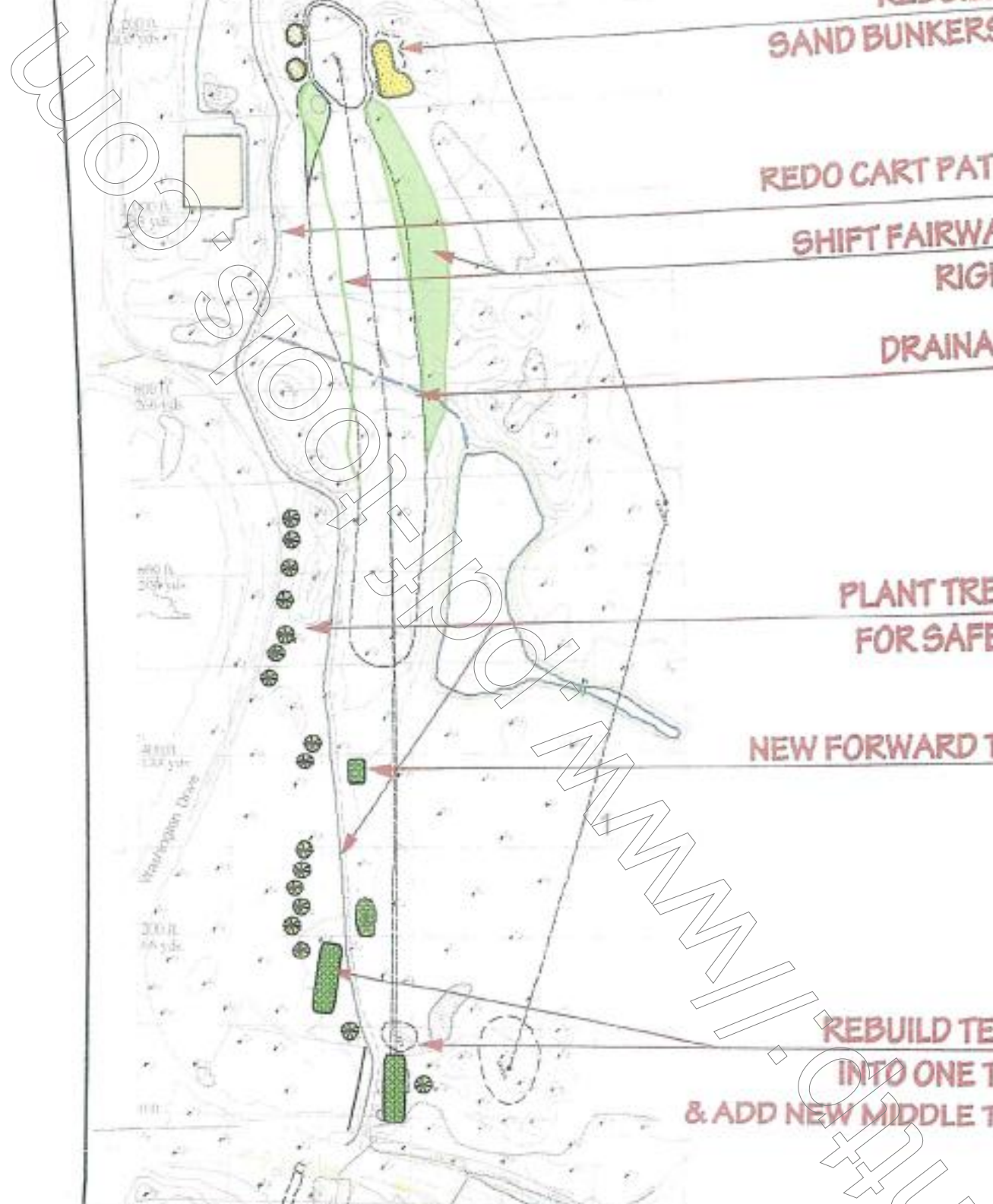
REVISIONS: 2/15/14	DATE: 11/11/13	SCALE: 1" = 100'	NOTES:		STEPHEN KAY + DOUG SMITH GOLF COURSE DESIGN LLC

The Links

388 380 320 Existing Yardage
390 350 320 270 Proposed Yardage

9

Par 4



REBUILD SAND BUNKERS

REDO CART PATH

SHIFT FAIRWAY RIGHT

DRAINAGE

PLANT TREES FOR SAFETY

NEW FORWARD TEE

REBUILD TEES INTO ONE TEE & ADD NEW MIDDLE TEE

REVISIONS	DATE	SCALE	NOTES		
2/15/14	11/11/13	1" = 100'			STEPHEN KAY • DOUG SMITH GOLF COURSE DESIGN LLC

ELIMINATE 1 BUNKER
ENLARGE FRONT BUNKER
REBUILD BUNKER ON RIGHT

**PLANTING
WEeping WILLOW**

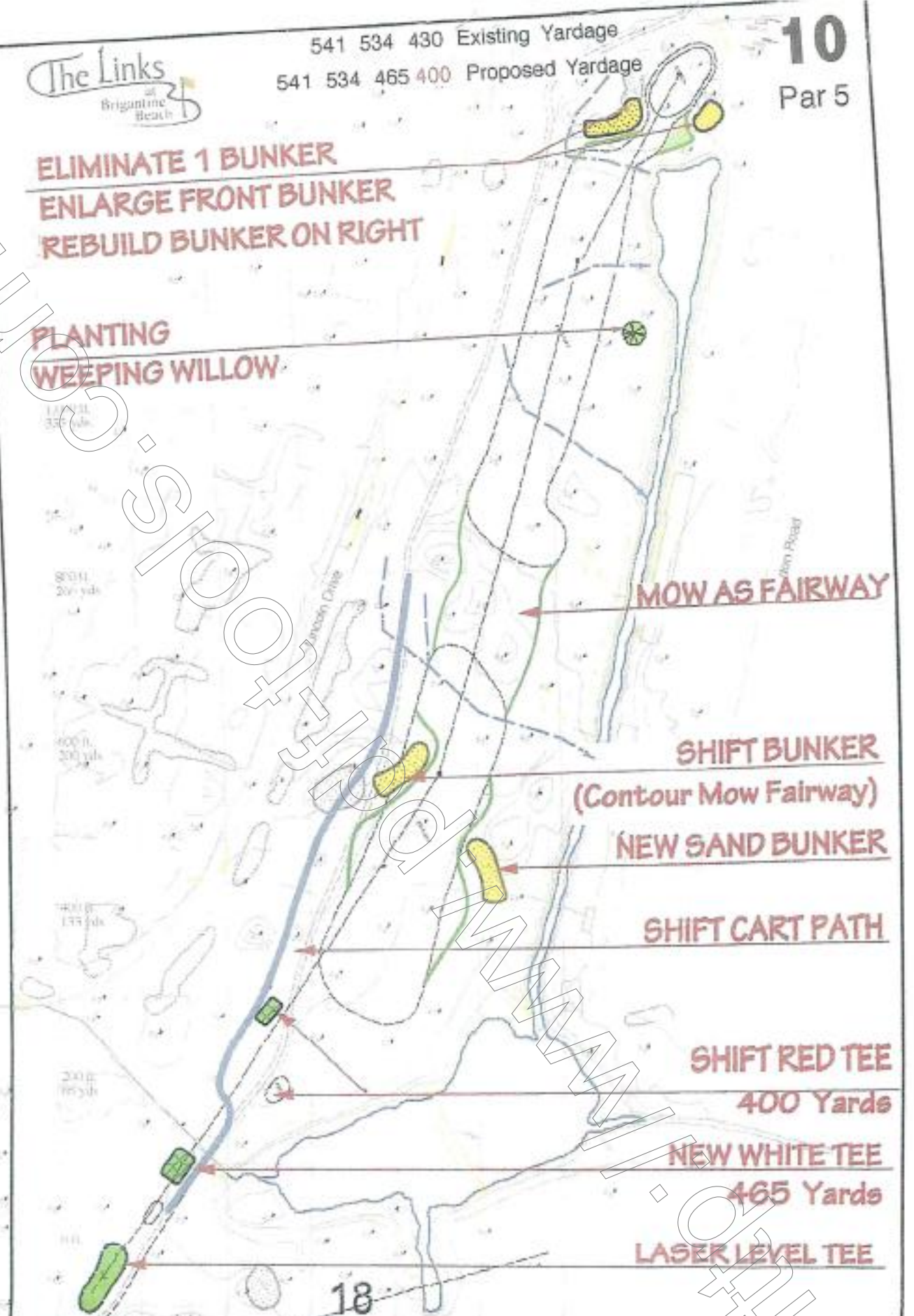
1" = 100'

800 ft. 200 yds

600 ft. 200 yds

400 ft. 133 yds

200 ft. 67 yds



MOW AS FAIRWAY

**SHIFT BUNKER
(Contour Mow Fairway)**

NEW SAND BUNKER


SHIFT CART PATH

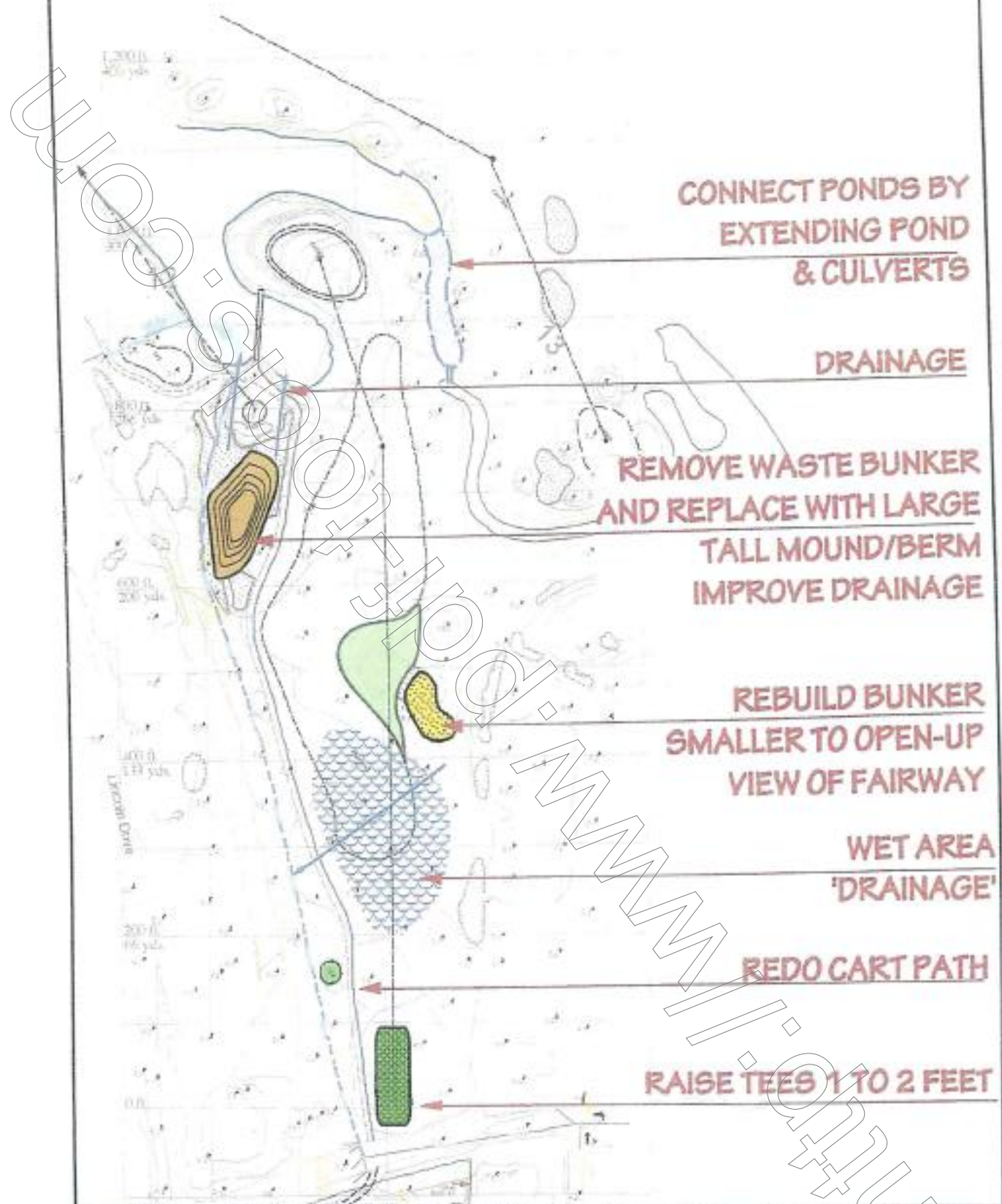
**SHIFT RED TEE
400 Yards**

**NEW WHITE TEE
465 Yards**

LASER LEVEL TEE

18

REVISIONS: 2/15/14	DATE: 11/11/13	SCALE: 1" = 100'	NOTES:		STEPHEN KAY • DOUG SMITH GOLF COURSE DESIGN LLC



CONNECT PONDS BY
EXTENDING POND
& CULVERTS

DRAINAGE


REMOVE WASTE BUNKER
AND REPLACE WITH LARGE
TALL MOUND/BERM
IMPROVE DRAINAGE

REBUILD BUNKER
SMALLER TO OPEN-UP
VIEW OF FAIRWAY

WET AREA
'DRAINAGE'

REDO CART PATH

RAISE TEES 1 TO 2 FEET

REVISIONS: 2/15/14	DATE: 11/11/13	SCALE: 1" = 100'	NOTES:		STEPHEN KAY • DOUG SMITH GOLF COURSE DESIGN LLC

1,200 ft
400 yds

800 ft
200 yds

600 ft
200 yds

400 ft
133 yds

200 ft
67 yds

200 ft
67 yds

100 ft
33 yds

REVISIONS:
2/15/14

DATE:
11/11/13

SCALE:
1" = 100'

NOTES:

SLIGHTLY SHIFT
BUNKER - EXTEND AND
CLOSER TO GREEN

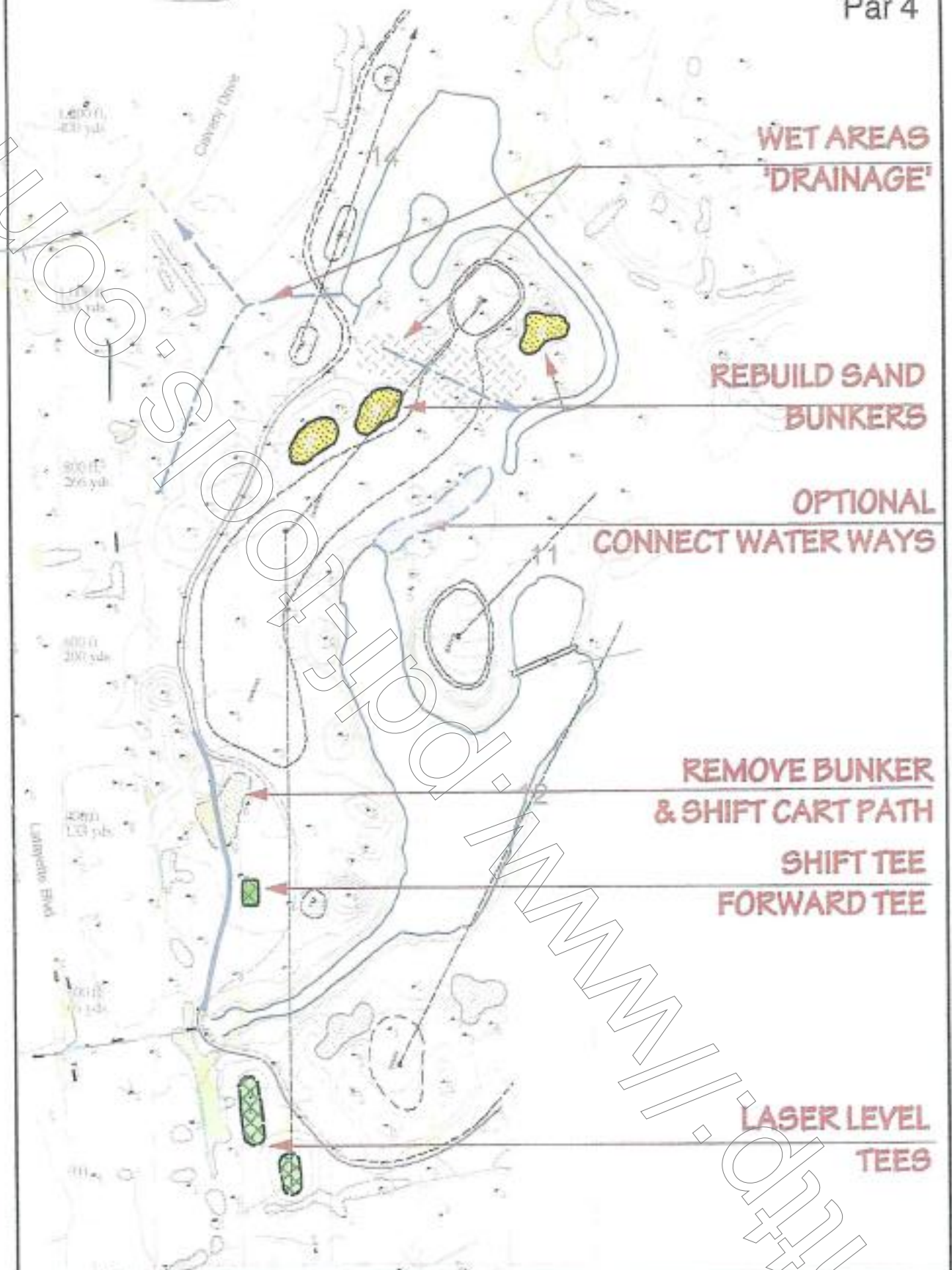
REMOVE BUNKER
ENLARGE FAIRWAY

REDO CART PATH

NEW TEES

LASER LEVEL TEE
COMPLETED?

RAISE TEE



REVISIONS: 2/15/14	DATE: 11/11/13	SCALE: 1" = 100'	NOTES:		STEPHEN KAY - DOUG SMITH GOLF COURSE DESIGN L.L.C.
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**REBUILD BUNKER
ON LEFT SMALLER
ADD FAIRWAY
1ST BUNKER ON LEFT
SHIFT CLOSER
TO GREEN
REBUILD BACK
BUNKER AS IS
AND INSTALL XGD DRAINAGE
IN PUTTING SURFACE**

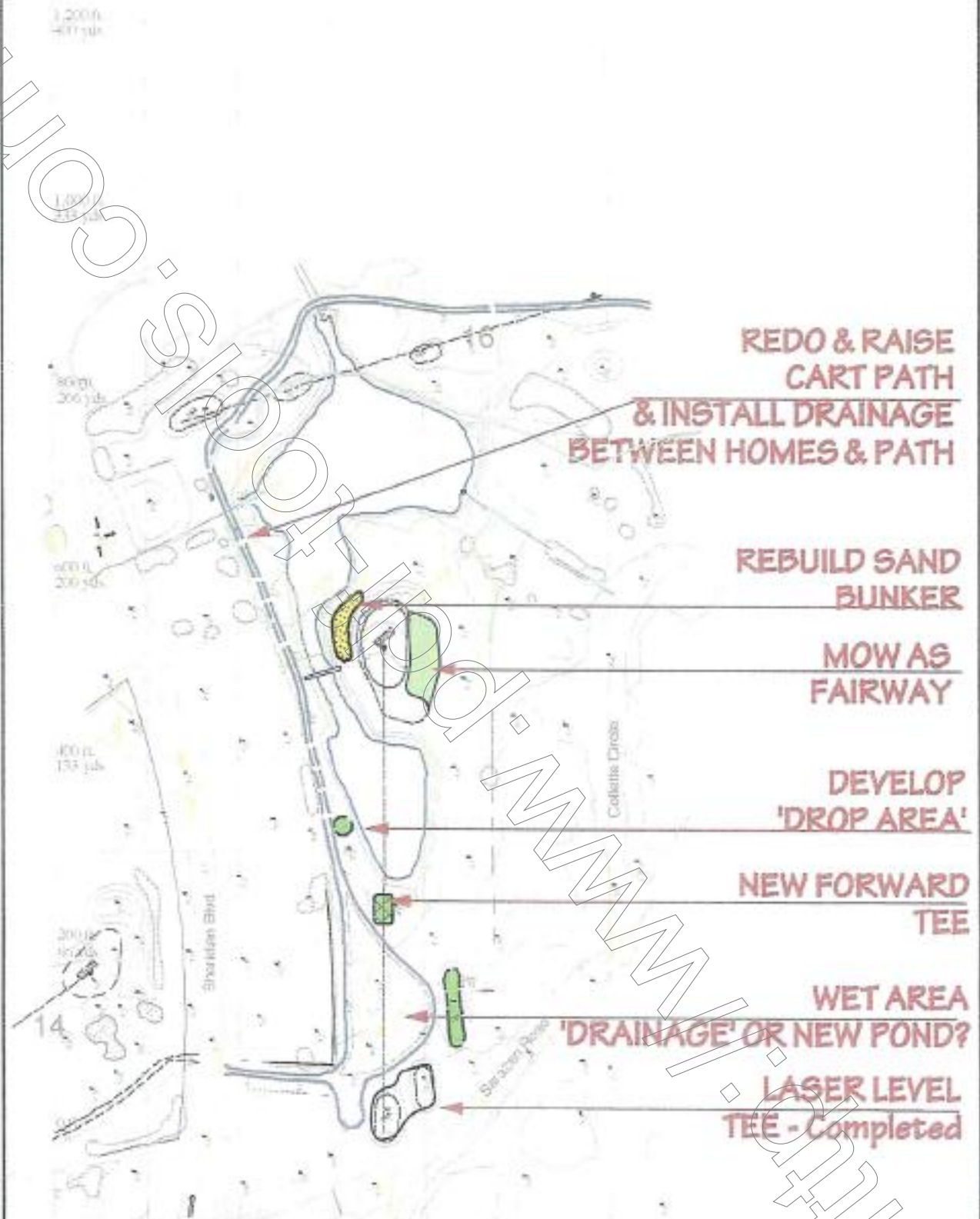
**WET AREAS
'DRAINAGE'**

REDO CART PATH

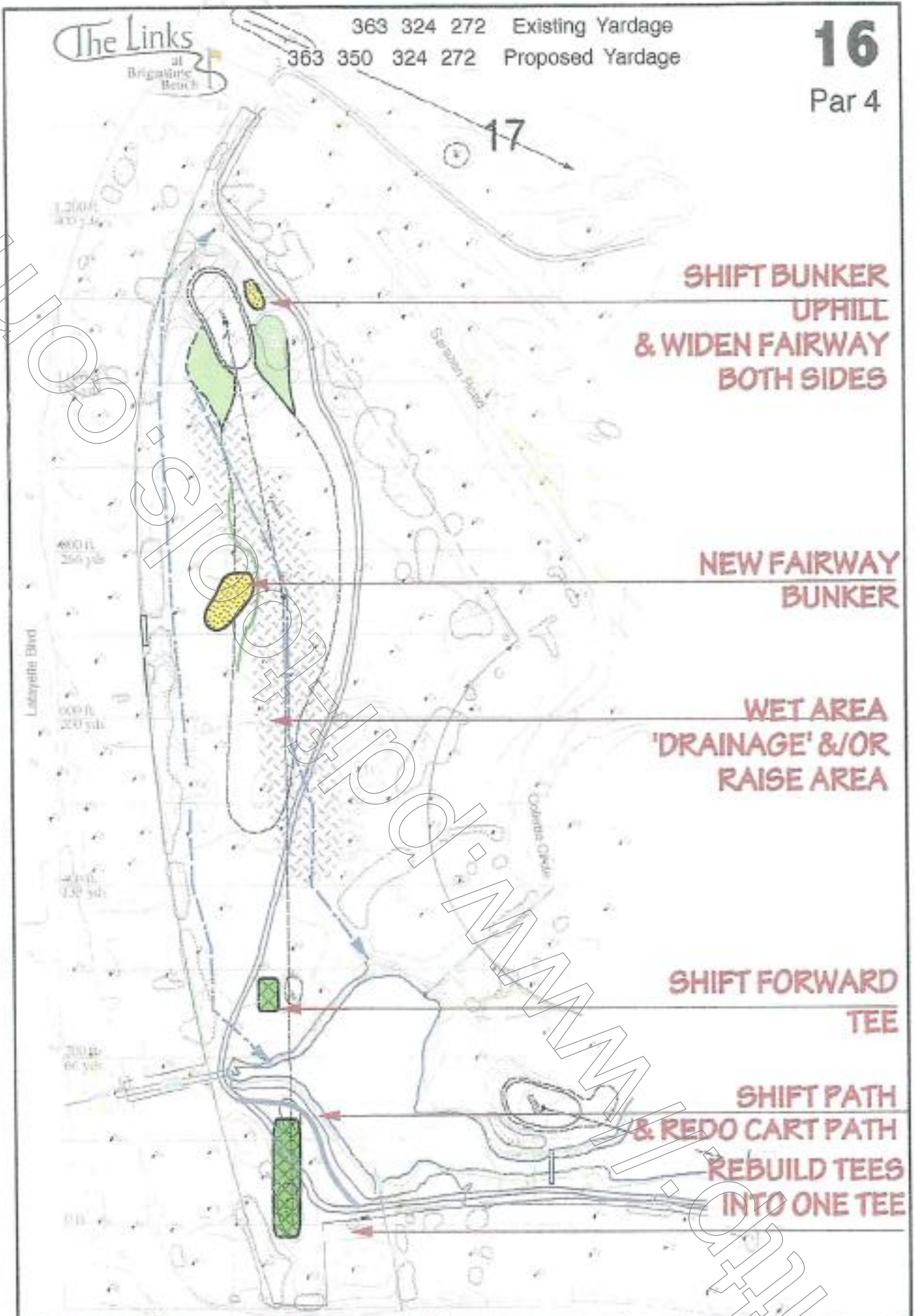
**REBUILD & ENLARGE
TEE**


ELIMINATE TEE

REVISIONS: 2/15/14	DATE: 11/11/13	SCALE: 1" = 100'	NOTES:		STEPHEN KAY • DOUG SMITH GOLF COURSE DESIGN LLC
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REVISIONS:	DATE:	SCALE:	NOTES:		
2/15/14	11/11/13	1" = 100'			STEPHEN KAY • DOUG SMITH GOLF COURSE DESIGN LLC



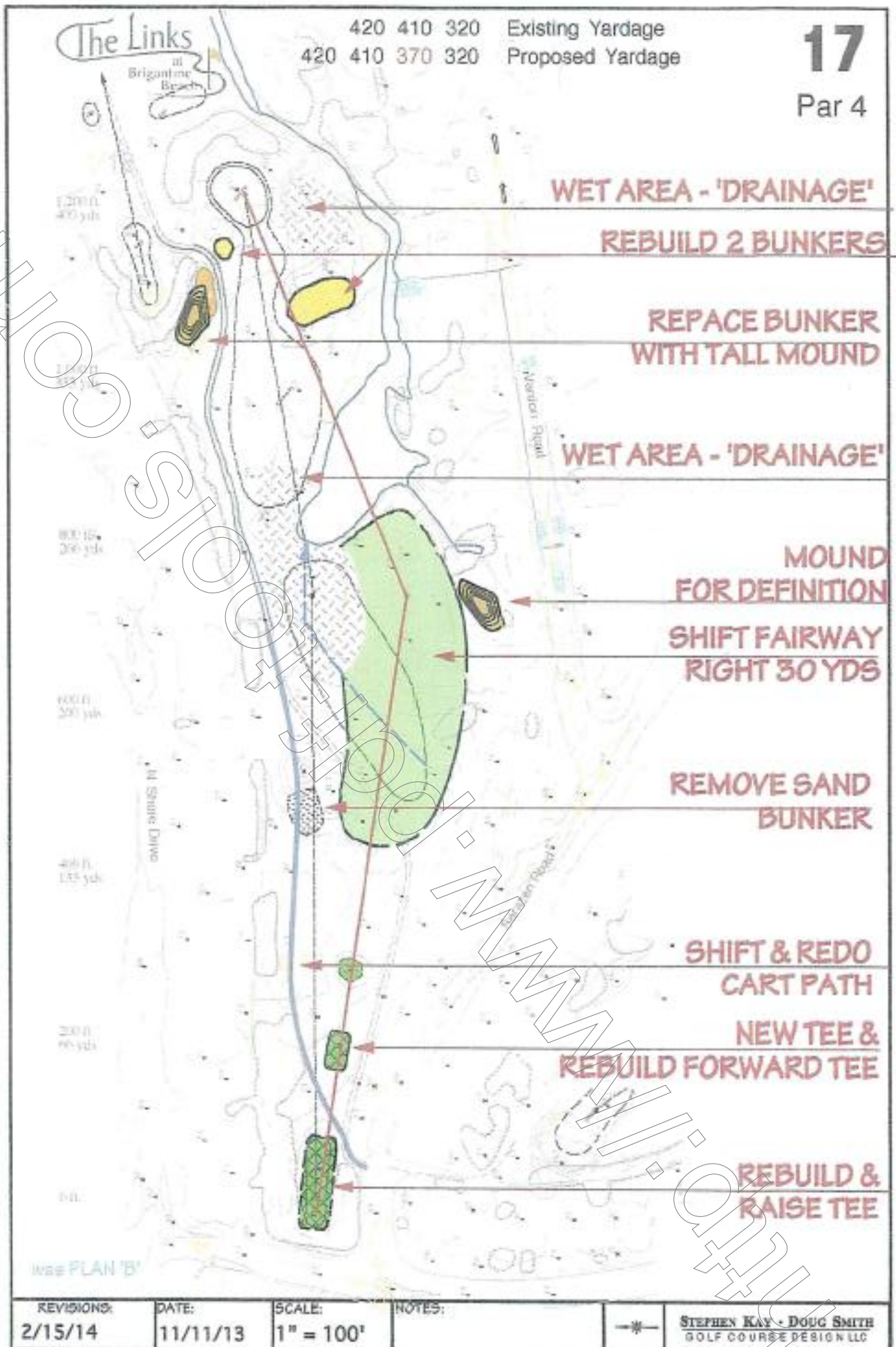
REVISIONS: 2/15/14	DATE: 11/11/13	SCALE: 1" = 100'	NOTES:		STEPHEN KAY • DOUG SMITH GOLF COURSE DESIGN LLC
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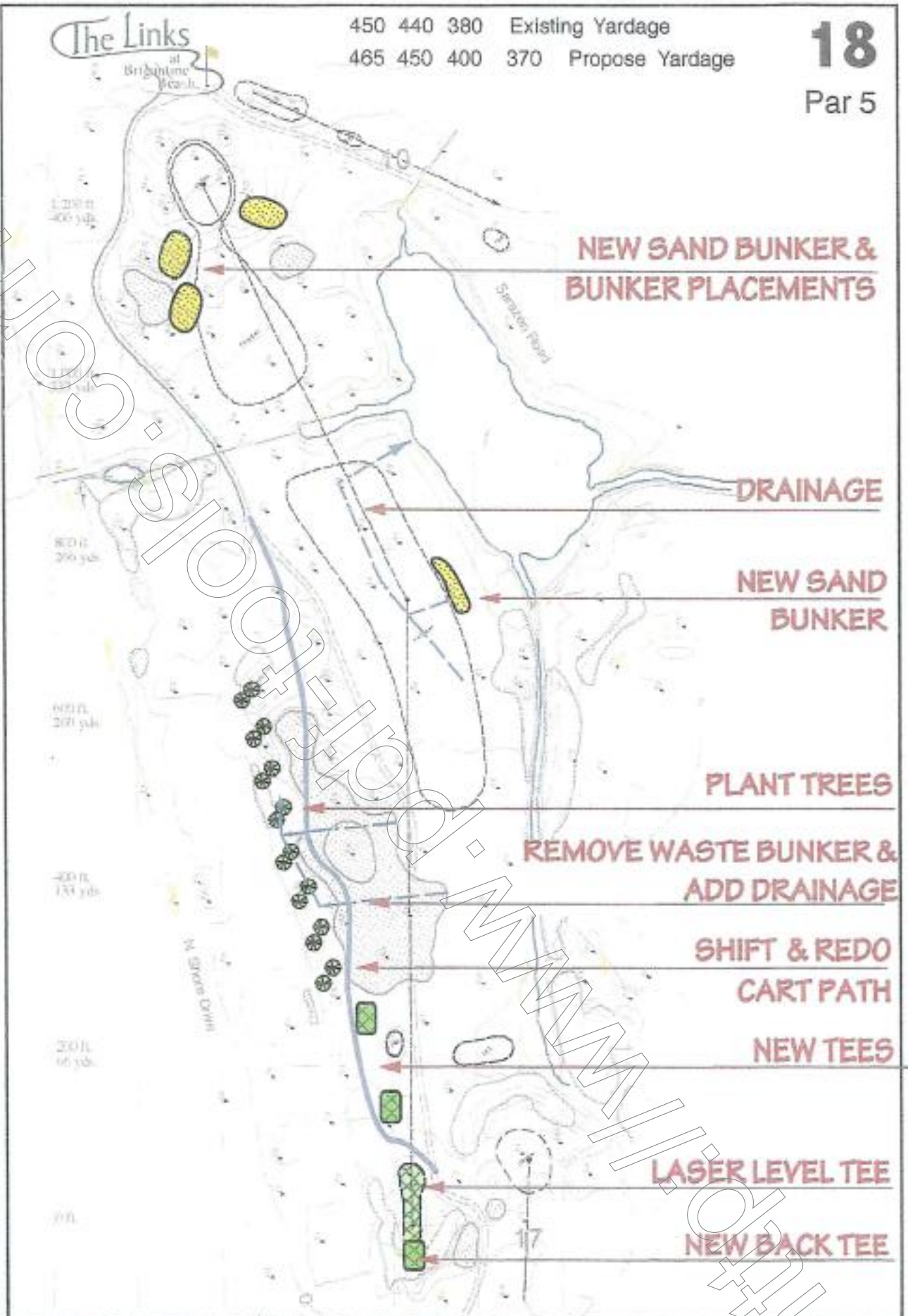
The Links
at
Brigantine
Beach


420 410 320 Existing Yardage
420 410 370 320 Proposed Yardage

17

Par 4






REVISIONS:	DATE: 11/11/13	SCALE: 1" = 100'	NOTES:		STEPHEN KAY + DOUG SMITH GOLF COURSE DESIGN LLC
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RANGE AREA USE

SHORT GAME AREA

(Use to practice chips, pitches and bunker shots as well as using the green as a big putting course for families)

REVISIONS:	DATE:	SCALE:	NOTES:		STEPHEN KAY - DOUG SMITH GOLF COURSE DESIGN LLC
	11/11/13	1" = 100'			

The Links at Brigantine Beach

EXISTING SCORECARD

TEE	1	2	3	4	5	6	7	8	9	OUT	10	11	12	13	14	15	16	17	18	IN	OUT	TOTAL
CHAMPION	474	370	204	380	405	510	150	380	388	3265	541	330	192	369	416	178	363	420	450	3259	3265	6524
REGULATION	460	327	198	364	396	502	142	367	380	3136	534	316	164	350	373	167	324	410	440	3078	3136	6214
SILVER	417	356	137	314	340	408	133	312	322	2739	432	288	150	268	316	146	274	323	382	2581	2739	5320
FORWARD	415	277	134	312	336	405	131	312	320	2642	430	285	146	266	316	146	272	320	380	2561	2642	5203
PAR	5	4	3	4	4/5	5	3	4	4	36/37	5	4	3	4	4	3	4	4	5	36	36/37	72/73

PROPOSED SCORECARD

TEE	1	2	3	4	5	6	7	8	9	OUT	10	11	12	13	14	15	16	17	18	IN	OUT	TOTAL
CHAMPION	474	370	208	380	405	522	150	380	390	3281	541	330	192	369	375	178	363	420	465	3233	3281	6514
BACK	460	365	198	365	365	502	145	367	350	3117	534	320	164	350	365	167	350	410	450	3110	3117	6227
MIDDLE	450	327	175	333	327	455	135	312	320	2834	465	310	146	340	350	146	324	370	400	2851	2834	5685
FORWARD	415	277	134	285	277	405	100	285	270	2448	400	285	110	265	315	100	272	320	370	2437	2448	4885
PAR	5	4	3	4	4	5	3	4	4	36	5	4	3	4	4	3	4	4	5	36	36	72

http://www.port-of-salis.com

APPENDIX

Note: plans we reviewed but decided not to recommend for the final master plan.

RANGE - PLAN A

**INSTALL CULVERT
AND CONNECT FAIRWAY**

510 YDS

393 YDS

100'

150'

150'

185 yards

REVISIONS:

DATE:

11/11/13

SCALE:

1" = 100'

NOTES:




STEPHEN KAY • DOUG SMITH
GOLF COURSE DESIGN LLC

RANGE - PLAN C



9 HOLE - PITCH & PUTT COURSE

REVISIONS:	DATE: 11/11/13	SCALE: 1" = 100'	NOTES:		STEPHEN KAY · DOUG SMITH GOLF COURSE DESIGN LLC
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	Golf Revenue	F&B Revenue	Total	Comments
		Inconsistant With Measurcrack Golf		
2003	1,576,067	n/a	1,576,067	
2004	1,790,375	n/a	1,790,375	
2005	1,883,798	n/a	1,883,798	
2006	1,952,449	n/a	1,952,449	
2007	2,093,117	n/a	2,093,117	
2008	1,945,717	n/a	1,945,717	
2009	1,820,163		278,105	
2010	1,387,580		302,831	
2011	1,251,882		282,827	
2012	1,160,442		273,563	
2013	930,523		266,615	

Course closed starting in November, following Hurricane Sandy
 Impacted by Hurricane Sandy recovery

January - June Comparisons

2013	316,094	
2014	413,408	31% Increase over 2013

ROUNDS PLAYED REPORT
 2003 - 2014

	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Jan	300	244	522	607	588	341	341	273	151	408	317	89
Feb	111	576	1,284	358	236	413	561	33	509	439	314	321
Mar	1,795	1,070	1,245	1,041	1,163	1,045	876	1,264	735	1,023	473	367
Apr	2,054	2,588	2,870	3,148	3,403	2,595	2,270	3,122	1,824	2,142	1,628	1,866
May	3,070	4,081	3,866	4,114	4,529	3,698	3,907	3,883	3,158	2,987	2,311	2,982
Jun	3,248	3,842	4,727	4,093	4,664	4,421	4,290	3,850	3,397	3,392	2,668	3,170
Jul	4,820	5,161	5,802	5,445	5,826	5,418	5,597	4,571	4,178	4,041	3,904	
Aug	4,972	4,927	5,265	4,861	5,194	5,615	5,622	4,430	3,436	4,221	4,237	
Sep	3,645	4,185	5,134	4,230	4,352	3,853	3,940	3,691	2,899	3,168	3,381	
Oct	2,832	3,104	3,452	2,787	2,373	2,665	2,170	2,298	1,820	1,904	2,053	
Nov	1,326	1,425	1,611	1,329	1,042	805	1,103	982	1,198	263	684	
Dec	365	601	343	738	246	222	241	125	602	350	344	
Total	26,333	32,805	35,303	32,946	33,856	31,291	30,855	28,422	24,701	24,368	22,124	8,735