

Exhibit “A”

Qualified Management and Maintenance Contract

THIS OPERATING AGREEMENT ("Agreement") is made and entered into this 31th day of July 2021, to be effective as of this ___th day of January 1, 2022 (the "Effective Date"), by and between the Township of West Orange (the "Township") and KemperSports Management, Inc., with its offices located at 500 Skokie Boulevard, Suite 444, Northbrook, IL 60062 ("the "Contractor") (collectively the "Parties").

WHEREAS, on the Township is the owners of the property at 90 Rock Spring Road, also known as Block 46.01, Lot 22; Block 160, Lot 2; Block 160, Lot 10; Block 160.01, Lot 30; Block 160.01, Lot 34 on the Township tax map (the "Property"); and

WHEREAS, the Property includes an 18 hole Par 71 golf course (the "Golf Course") and facilities including the Golf Course, the Clubhouse, and ancillary facilities for support of the Golf Course operations (the "Golf Course Facilities"); and

WHEREAS, pursuant to N.J.S.A. 40A:11-4.1, et. seq. of the Local Public Contracts Law (the "LPCL"), the Township advertised and published a Request for Proposal, annexed hereto as Exhibit "A" (the "RFP") containing the proposed terms and conditions for a vendor to operate the Golf Course and Golf Course Facilities; and

WHEREAS, on June 22, 2021, the Township received the proposal from the Contractor as the only response to the RFP, annexed hereto as Exhibit "B" (the "Proposal").

NOW THEREFORE, for valuable consideration, including the promises, covenants, representations and warranties hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally and equitably bound, agree as follows:

1. Terms and Conditions of the RFP – The Parties agree that the operation, management and maintenance of the Golf Course and Golf Course Facilities shall be performed by the Contractor pursuant to the terms and conditions set forth in the RFP, annexed hereto as Exhibit "A." The parties agree that the terms and conditions set forth in the RFP are incorporated by reference into this Agreement as if it was stated in full herein.

2. Terms and Conditions of the Proposal – The Parties agree that that the terms and conditions which are not expressly required in the RFP, but provide for in the Proposal, annexed hereto as Exhibit "B" shall also be required as conditions under this Agreement. The parties agree that the terms and conditions set forth in the Proposal are incorporated by reference into this Agreement as if it were stated in full herein.

3. Conflicts between RFP and the Proposal – The Parties acknowledge and agree that in the event that a particular term or condition of the RFP conflicts with a term or condition set forth in the Contractor's Proposal, the term or condition of the RFP shall govern over the term or condition of the Proposal.

4. Exceptions – Notwithstanding paragraphs 1 through 3 of this Agreement, the parties agree that the following exceptions included in the Contractor's Proposal shall govern, as specifically submitted separated as instructed in Section 3.13 of the RFP:

[NONE]

5. Payment Schedule – The Parties agree to the Payment Schedule as set forth in Section 2.4 of the RFP, as follows:

- (a) First, seven and a half percent (7.5%) of the Gross Revenues shall be allocated for payment of the Golf Course Fee to the Township;
- (b) Second, Operating Expenses shall be paid from the Gross Revenues less the Golf Course Fees to the Township. If the balance of the Gross Revenues less the Golf Course Fees is less than the amount necessary to pay for the Operating Expenses, the Contractor shall be responsible for the payment of any outstanding Operating Expenses.
- (c) Third, seven and a half percent (7.5%) of the Gross Revenues shall be allocated for payment of the Management Fee to the Contractor conditioned upon Gross Revenues in amounts sufficient to satisfy the required allocations in Paragraph 5(a) and Paragraph 5 (b).
- (d) Fourth, three percent (3%) of the Gross Revenues shall be allocated for deposit into a Capital Improvement Account to be set up by the Township which shall be dedicated for use towards Capital Improvements for the Golf Course Facilities and the Property conditioned upon Gross Revenues in amounts sufficient to satisfy the required allocations in Paragraph 5(a), Paragraph 5(b), and Paragraph 5(c).
- (e) Fifth, the expenses related to the debt service from the Township's bonding for Capital Improvements to be commenced during the term of the Contract shall be paid from the Gross Revenues conditioned upon Gross Revenues in amounts sufficient to satisfy the required allocations in Paragraph 5(a), Paragraph 5(b), Paragraph 5(c), and Paragraph 5(d).
- (f) Sixth, the remaining balance of the Gross Revenues following satisfaction of the required allocations in Paragraph 5(a), Paragraph 5(b), Paragraph 5(c), Paragraph 5(d),

and Paragraph 5(e) shall be allocated evenly between the Township and the Contractor.

The Contractor shall collect all revenues from the operation of the Golf Course Facilities, the allocation of the Gross Revenues under this Payment Scheduled shall be performed on a monthly basis along with the preparation of a monthly certified reports outlining the expenses and revenues from the operations of the Golf Course Facilities. These monthly certified reports shall provide detailed breakdowns as to the specific revenues and expenses for each facility (i.e. food and beverage concessions, Primary Fees).

6. Contract Compliance Officer – Contractor agrees to the payment of a \$1,000 per month fee to fund a Contract Compliance Officer which shall be included as an Operating Expense pursuant to Paragraph 5(b). Contractor agrees to authorize and allow the Contract Compliance Officer to perform periodic inspections of the Contractor's operations of the Golf Course Facilities and to have full and complete access to all personnel and documents needed to insure compliance with this Contract.

7. Limitation of Liability. Neither Party nor any of its indemnified persons shall be liable to any other Party or its indemnified persons for any special, punitive, exemplary, incidental, indirect, or consequential damages, or losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with this Agreement or in tort. This provision shall survive the termination or expiration of this Agreement.

8. Notices. All notices, demands, requests and other communications provided for under this Agreement, except for real-time or routine communications between the designated representatives concerning the services provided pursuant to this Agreement or any term or condition of this Agreement, will be in writing addressed to the respective Party, as the case may be, at the following addresses. Either Party may change the address to which notices are sent or the designation of its designated representative by written notice to the other. Notice will be deemed to have been given (a) when presented personally, upon receipt, (b) when sent by a nationally recognized overnight courier service, on the date delivered to the addressee, (c) when sent by mail, postage prepaid, registered or certified, return receipt requested, on the date delivered to the addressee or (d) when sent by facsimile or other electronic transmission, on the date of electronic confirmation of transmission (if sent on a Business Day before 5:00 p.m. Eastern Prevailing Time) or the first Business Day thereafter (if sent at any other time). The names and addresses for the service of notices referred to in this Section and the designated representatives are:

To Contractor: Kemper Sports Management, Inc.
 500 Skokie Boulevard / Suite 444
 Northbrook, IL 60062
 Attn: Steve Skinner, Chief - Executive Officer

To the Township: Township of West Orange
 66 Main Street

West Orange, NJ 07058
Attn: Clerk of the Township of West Orange

With a copy to: Richard D. Trenk, Esq.
Trenk Isabel P.C.
290 W. Mt. Pleasant Avenue, Suite 2350
Livingston, NJ 07039

9. No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Parties, or to impose any partnership duty, obligation or liability on the Parties. No Party shall act as agent of the other, have the authority or hold itself out as having the authority to bind the other Party to any contract, obligation or commitment or take any other action on behalf of the other Party, in each case except as expressly set forth in this Agreement.

10. Assignment. This Agreement may not be assigned by the Contractor without the prior written consent of the Township, which consent shall not be unreasonably withheld or delayed.

11. Further Assurances. Each Party hereby undertakes to take or cause to be taken all actions, including the execution of additional instruments or documents, necessary to give full effect to the provisions of this Agreement.

12. Third Party Beneficiaries. This Agreement is for the benefit of the Parties hereto and their respective successors and permitted assigns, and this Agreement shall not otherwise be deemed to confer upon or give to any third party any remedy, claim, liability, reimbursement, cause of action or other right.

13. Governing Law. This Agreement shall be governed by and shall be construed and interpreted in accordance with the laws of the State of New Jersey, without reference to principles of conflicts of laws there under. The jurisdiction and venue of any action or claim between the parties shall be the Superior Court of New Jersey, Essex Vicinage.

14. Entire Agreement. This Agreement, together with the RFP, the Proposal, Exhibits and Schedules hereto, constitute the entire agreement and understanding between the Contractor and the Township with respect to the subject matter hereof and supersedes all other prior oral and/or written agreements relating to the subject matter hereof, which are of no further force or effect. The RFP, Proposal, Exhibits and Schedules referred to herein are integral parts hereof and thereof and are made a part of this Agreement by reference. Each Party acknowledges that it and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

15. Amendments. No amendment, modification, waiver, change or addition hereto shall be effective or binding on any of the Parties hereto unless the same is in writing and signed by each of the Parties hereto.

16. Waivers. Any waiver, express or implied, by any Party of any right or of any failure to perform or breach of this Agreement by any other Party shall not constitute or be deemed as a waiver of any other right or of any other failure to perform or breach of this Agreement by such other Party, whether of a similar or dissimilar nature.

17. Severability. In the event of the invalidity or unenforceability of any provision of this Agreement, the validity or enforceability of the other provisions hereof shall not be affected and the Parties shall substitute for such invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intended effect of the invalid or unenforceable provision.

18. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

19. Facsimile Delivery. This Agreement may be duly executed and delivered by a Party by execution and facsimile delivery of the signature page of a counterpart to the other Parties, and if delivery is made by facsimile, the executing Party shall promptly deliver, via overnight delivery, a complete original counterpart that it has executed to the other Parties, but this Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original counterpart.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen Carnevale, Municipal Clerk

By: _____
Robert D. Parisi, Mayor

WITNESS:

KEMPERSPORTS MANAGEMENT, INC.

By:  _____

Exhibit “A”

TOWNSHIP OF WEST ORANGE

REQUEST FOR PROPOSALS

**FOR OPERATION, MANAGEMENT AND
MAINTENANCE SERVICES FOR THE GOLF COURSE AND
CLUBHOUSE FACILITY AT ROCK SPRING GOLF COURSE**

ESSEX COUNTY

STATE OF NEW JERSEY

ISSUE DATE: May 15, 2021

DATE FOR RECEIPT OF PROPOSALS: June 18, 2021 at 1:00 P.M

TOWNSHIP OF WEST ORANGE
REQUEST FOR PROPOSALS
FOR OPERATION, MANAGEMENT AND
MAINTENANCE SERVICES FOR THE GOLF COURSE AND
CLUBHOUSE FACILITY AT ROCK SPRING GOLF COURSE

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TOWNSHIP OF WEST ORANGE

REQUEST FOR PROPOSALS

**FOR OPERATION, MANAGEMENT, AND
MAINTENANCE SERVICES FOR THE GOLF COURSE AND
CLUBHOUSE FACILITY AT ROCK SPRING GOLF COURSE**

NOTICE TO RESPONDENTS

IMPORTANT, RESPONDENTS MUST REGISTER. SEE BELOW FOR DETAILS.

Pursuant to N.J.S.A. 40A:11-4.1 et seq., the Township of West Orange (the “Township”) has issued a “Request for Proposals for Operation, Management, and Maintenance Services for the Golf Course and Clubhouse Facility at Rock Spring Golf Course,” dated **May 15, 2021** (the “RFP”). This procurement is being undertaken pursuant to competitive contracting provisions of the Local Public Contracts Law as specified under N.J.S.A. 40A:11-4.1(b)(2). Proposals are being solicited through, and the RFP is being issued in accordance with, a fair and open process under the State Pay-to-Play Law, N.J.S.A. 19:44A-20.5, et. seq.

Sealed proposals must be received by the Township on or before **1:00 pm, prevailing time, on June 18, 2021**. Proposals must be delivered to:

Paula Reynolds
Acting Purchasing Agent
Township of West Orange
66 Main Street
West Orange, New Jersey, 07052

The Facilities that are the subject of this RFP include:

(1) Rock Spring Golf Course, located at 90 Rock Spring Road in West Orange, Essex County, New Jersey is a unique facility spread across 137.92 acres. Rock Spring is home to an 18 hole Par 71 golf course designed by noted architects Charles “Steamshovel” Banks and Seth Raynor. The second nine was seeded in the April of 1927 and play began on the full eighteen holes in the spring of 1928. Modifications to the course have been made by various architects in subsequent years. The course has played host to the New Jersey State Open (1981, 1990, and 2000, 2009), the US Healthcare Classic, and many state PGA and USGA qualifying events.

(2) The Rock Spring Clubhouse, located on the Rock Spring Golf Course is a 26,400 square foot two (2) floor structure which includes casual and formal dining rooms, banquet facilities, and a seasonal outdoor patio area with a built-in barbeque equipment, and a swimming pool overlooking Cable Lake. The amenities include men’s and women’s locker rooms, a card room, and a golf shop that measures approximately 1,100 square feet. The second floor of the Rock Spring Clubhouse is occupied by the ladies locker room and administration offices located at the

North and South end of the building. The Rock Spring Clubhouse also include a full services Pro Shop area as well as two (2) full bar areas. Although not physically located in the structure, the concession areas on the Golf Course, including the "Halfway House" shall be considered part of the Rock Spring Clubhouse under this RFP and any awarded Contract.

Details concerning the Proposal Documents are set forth in the RFP, available by email upon request to the Township's Acting Purchasing Agent Paula Reynolds at PReynolds@westorange.org or a hard copy may be obtained from Paula Reynolds at the above address, by appointment during regular business hours, upon payment of fifty (\$50) dollars.

Bid security in the form of a certified check, cashier's check or proposal bond in the amount of \$20,000 must be submitted with the Proposal, which will be forfeited to the Township as liquidated damages if the Successful Respondent fails to properly execute and deliver the Contract and performance security as required by the RFP.

REGISTRATION: Each Respondent must register with the Township to: (i) indicate that it intends to submit a Proposal, (ii) provide the name of its contact person and contact information (name, company, address, phone, cell, fax, and e-mail address) for any and all communications during the RFP process, (iii) whether it intends to attend the Pre-Proposal Submission Meeting, and (iv) provide a list of Respondent's representatives who will attend the site tour. Details regarding registration are contained in Section 1.7 of the RFP.

A Pre-Proposal Submission Meeting shall be held on **June 3, 2021 at 10:00 am** at Rock Spring Golf Course at 90 Rock Spring Road, West Orange, New Jersey 07052. The Township highly recommends that potential Respondents attend¹. In the event of inclement weather on June 3, 2021, the Pre-Proposal Submission Meeting shall be held on June 4, 2021 at 10:00 am.

Additionally, Respondents are required to comply with the following New Jersey statutes: N.J.S.A. 52:25-24.2 (Statement of Ownership) and N.J.S.A. 10:5-31 (Affirmative Action Program, Equal Employment Opportunity), N.J.S.A. 52:32-44 (Business Registration of Public Contractors), the Americans with Disabilities Act of 1990, N.J.S.A. 34:11-56.25 et seq. (Prevailing Wage), and N.J.S.A. 52:32-55, et. seq. (Investment Activities in Iran).

All comments and questions concerning the RFP must be directed in writing to Paula Reynolds, Acting Purchasing Agent for the Township, at 66 Main Street, West Orange, NJ 07052, or by email at PReynolds@westorange.org, with a copy to Richard D. Trenk, Esq., Counsel for the Township, via email, rtrenk@trenkisabel.com.

Site tours of the Golf Course Sites will be conducted immediately following the Pre-Proposal Submission Meeting on **June 3, 2021**.

¹ Due to the ongoing COVID-19 pandemic, Respondents shall be limited to two (2) attendees for the Pre-Proposal Submission Meeting. All attendees shall be required to wear masks and observe all social distancing rules and requirements.

Each Respondent shall submit one (1) original and nine (9) copies of its proposal, together with a PDF of the proposal on a CD or jump drive, in sealed envelopes bearing the name of the Respondent and marked:

"GOLF COURSE OPERATIONS, MANAGEMENT AND MAINTENENCE SERVICES"

If sealed proposals are enclosed in boxes, the boxes must be clearly marked as set forth above.

The Township reserves the right to reject any and all proposals, to waive any informalities or to accept the proposal that, in its judgment, shall be determined to be in the best interest of the Township. Proposals must be prepared and submitted in standard proposal form in the manner designated within the Proposal Documents.

By Order of the Township of West Orange

TOWNSHIP OF WEST ORANGE

REQUEST FOR PROPOSALS

FOR OPERATION, MANAGEMENT, AND MAINTENANCE SERVICES FOR THE GOLF COURSE AND CLUBHOUSE FACILITY AT ROCK SPRING GOLF COURSE

GLOSSARY

For purposes of this RFP, the following terms shall have the meanings set forth below.²

“Ancillary Facilities” means those facilities that support the Golf Course operation. These include, but are not limited to: maintenance building and area, irrigation pump house, and patron/employee parking lot located on the Property.

“Applicable Law” means any permits, licenses or approval, and any federal, State or local statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, standard or similarly binding authority, which shall be enacted, adopted, promulgated, issued or enforced by a Governmental Authority relating to this RFP, the Contract, the Township, or the Golf Course Facility.

“Capital Improvements” means larger scale improvement projects which the Township anticipates for the Property and certain Golf Course Facilities that have a useful life of more than five (5) years.

“Clubhouse” means the 26,400 square foot two (2) floor structure and all of the amenities included therein, including the golf shop, swimming pool, barbecues, and food and beverage facilities, including the concession areas located on the Golf Course, commonly referred to as the “Halfway House.” It is the intention of the Township to close the existing Clubhouse and for temporary quarters to be established during the term of this Contract.

“Company” or “Successful Respondent” means the Respondent, if any, selected by the Township to provide the Services under this RFP.

“Contract Compliance Officer” means a third party retained by the Township to monitor compliance with the terms and conditions of the Contract.

“Excluded Facilities” means the facilities on the Property which are expressly excluded from the scope of the management and operations required pursuant to the Qualified Management and Maintenance Contract, including the: (i) tennis courts, (2) paddle tennis courts, and (3) swimming pool.

² The definitions contained in this Glossary are presented solely for purposes of this RFP and do not purport to be comprehensive or definitive.

“Golf Course” means the 18 hole Par 71 golf course located at 90 Rock Spring Road in West Orange, New Jersey, together with related practice facilities, including but not limited to putting greens and on-course appurtenances such as accessories, signage, food and beverage facilities, irrigation system and other chattels or improvements located on the Property as of the date of this RFP necessary or useful in the operation of the Golf Course and Golf Course Facilities.

“Golf Course Facilities” means (1) the Golf Course, (2) the Clubhouse, and (3) certain Ancillary Facilities, all located on the Property. Golf Course Facilities expressly exclude the Excluded Facilities.

“Golf Course Fees” means the payments from the Successful Respondent to the Township representing 7.5% of the Gross Revenues.

“Golf Professional” means a licensed Class “A-1” member of the Professional Golf Association.

“Governmental Authority” means any federal, state or local legislative, executive, judicial, quasi-judicial or other public authority, agency, department, bureau, division, unit, court, tribunal, or other public body, person or entity having jurisdiction over a Party to the Qualified Management Contract, the Golf Course Facilities or the Contract.

“Gross Revenues” means all revenues generated from all of the Golf Course Facilities.

“Maintenance” means the repair, replacement and provision of all on-course items necessary for the operation of a first-class daily fee golf course which shall have a useful life of five (5) years or less, including but not limited to: on-course accessories; bunker sand; bunker rakes; benches; bunker liners; scorecards; golf pencils; irrigation system components; golf carts; golf cart components; and any other items necessary to meet the obligations under the Contract.

“Management Fees” means the 7.5% of the Gross Revenues to which the Successful Respondent shall be paid on a monthly basis from the revenues of the Golf Course Facilities after satisfaction of the Golf Course Fees and all operating expenses for the Golf Course Facilities.

“Net Revenues” means all revenues generated from all of the Golf Course Facilities less all expenses for the operations of the Golf Course Facilities.

“Operating Expenses” means all of the expenses incurred in maintaining and operating the Golf Course Facilities consistent with the requirements set forth in this RFP.

“Payment Schedule” means the fee structure of the Contract pursuant the reimbursements and allocation of the Gross Revenues as set forth in Section 2.4 of this RFP.

“PGA” means Professional Golfers Association of America.

“Primary Fees” means the green fees, golf pass surcharge fees, all other green fees, golf cart fees, and pull cart fees to be charged by the Successful Respondent.

“Property” means the real property located at 90 Rock Spring Road, also known as Block 46.01, Lot 22; Block 160, Lot 2; Block 160, Lot 10; Block 160.01, Lot 30; Block 160.01, Lot 34 on the Township tax map.

“Proposals” means responses to this RFP.

“Proposal Documents” means this RFP and all notices and appendices attached hereto as amended and supplemented by any responses to questions or addenda issued by the Township as part of the RFP process.

“Proposed Procurement Schedule” means the proposed procurement schedule set forth in Section 1.10 of this RFP as may be amended from time to time by the Township through the issuance of one or more addenda.

“Qualified Management and Maintenance Contract” or “Contract” means the agreement for operation, management, and maintenance services for the Golf Course Facilities attached hereto as **Appendix A-1**.

“Respondents” means the firms that submit proposals in response to this RFP.

“RFP” means this “Request for Proposals for Operation, Management, and Maintenance Services for the Golf Course Facilities at Rock Spring Golf Course” dated May 15, 2021.

“Secondary Fees” means the rates charged by the Successful Respondent for food and beverage concessions, merchandise sold in the golf shop, and rental clubs.

“Senior” means an individual who is sixty (60) years of age or older.

“Services” means the services for which this RFP is being issued as more fully set forth in **Appendix A-4**.

“Township” means the Township of West Orange, Essex County, New Jersey.

TOWNSHIP OF WEST ORANGE

REQUEST FOR PROPOSALS

FOR OPERATION, MANAGEMENT, AND MAINTENANCE SERVICES FOR THE GOLF COURSE AND CLUBHOUSE FACILITIES AT ROCK SPRING GOLF COURSE

PROPOSAL CHECK-LIST

The following is a check-list of all items that each **Respondent shall submit with its Proposal** in order for their Proposal to be considered by the Township in accordance with the provisions of the RFP. Capitalized terms not defined in this check-list shall be as defined in the RFP. Respondents shall submit a copy of this Proposal Checklist with their Proposals.

(1) The following documents shall be considered mandatory items that shall be submitted as part of the Proposal. Failure to submit any of the following shall be deemed a fatal defect that cannot be cured, and will result in mandatory rejection of the Proposal as unresponsive to the RFP:

		CHECK
(a) Appendix B-1	Qualified Operation, Management, and Maintenance Contract Proposal Sheet.....	()
Appendix B-2	Respondent Information/Cover Letter.....	()
Appendix B-3	Consent of Surety.....	()
Appendix B-5**	Agreement for Proposal Security in Lieu of Proposal Bond.....	()
Appendix B-6**	Proposal Bond.....	()
Appendix B-7	Ownership Disclosure Statement.....	()
Appendix B-10	Statement of Respondent's Qualifications.....	()
Appendix B-11	Acknowledgment of Receipt of Addenda.....	()
Appendix B-13	Disclosure of Investment Activities in Iran.....	()

****Provide Appendix B-5 or B-6, as applicable (Proposal Bond, Cashier's Check or Certified Check (RFP Section 4.2))**

(2) Failure to submit any of the following documents with submission of the Proposal may be cause for rejection of the Proposal:

(a) Appendix B-8	Non-Collusion Affidavit.....	()
Appendix B-9	Consent to Investigation.....	()
Appendix B-12	Affirmative Action Compliance/Mandatory EEO Language.....	()
Appendix B-14	Affidavit of Qualification – New Jersey Division of Alcohol and Beverage Control.....	()
Appendix B-15	Proposal Checklist.....	()

(b) Business Registration Certificate (*RFP Section 4.12*) ()

A copy of the State of New Jersey Department of the Treasury, Division of Revenue, **Business Registration Certificate ("BRC")** should be included with the proposal as it must be received by the Township prior to the award of the contract. The BRC provided must show that the Respondent was registered at the time of receipt of proposals or the proposal will be rejected.

TOWNSHIP OF WEST ORANGE

REQUEST FOR PROPOSALS

FOR OPERATION, MANAGEMENT, AND MAINTENANCE SERVICES FOR THE GOLF COURSE AND CLUBHOUSE FACILITIES AT ROCK SPRING GOLF COURSE

ARTICLE I

INTRODUCTION AND OVERVIEW

Section 1.1 Introduction

The Township of West Orange (the “Township”) is in the process of seeking proposals from qualified firms to provide Operation, Management, and Maintenance Services in connection with the Township's Golf Course Facilities.

The following golf Course Facilities are the subject of this RFP:

(1) Rock Spring Golf Course, located at 90 Rock Spring Road in West Orange, Essex County, New Jersey is a unique facility spread across 137.92 acres. Rock Spring is home to an 18 hole Par 71 golf course designed by noted architects Charles “Steamshovel” Banks and Seth Raynor. The first nine holes opened for play on September 3, 1927, the second nine was seeded in the April of 1927 and play began on the full eighteen holes in the spring of 1928. Modifications to the course have been made by various architects in subsequent years. The course has played host to the New Jersey State Open (1981, 1990, and 2000, 2009), the US Healthcare Classic, and many state PGA and USGA qualifying events.

(2) The Rock Spring Clubhouse, located on the Rock Spring Golf Course is a 26,400 square foot two (2) floor structure which includes casual and formal dining rooms, banquet facilities, and a seasonal outdoor patio area with a built-in barbeque equipment, and a swimming pool overlooking Cable Lake. The amenities include men’s and women’s locker rooms, a card room, and a golf shop that measures approximately 1,100 square feet. The second floor of the Rock Spring Clubhouse is occupied by the ladies locker room and administration offices located at the North and South end of the building. The Rock Spring Clubhouse also include a full services Pro Shop area as well as two (2) full bar areas. Although not physically located in the structure, the concession areas on the Golf Course, including the “Halfway House” shall be considered part of the Rock Spring Clubhouse under this RFP and any awarded Contract.

Collectively these facilities shall be referenced herein as “**Golf Course Facilities**”.

Firms submitting proposals in response to this RFP (“**Proposals**”) are referred to herein as “**Respondents**,” and the Respondent, if any, selected by the Township under this RFP shall be referred to as “**Successful Respondent**” or “**Company**.” The Successful Respondent will be

required, pursuant to the Contract attached hereto as **Appendix A**, to comply with the terms and conditions included therein and required by this RFP.

This procurement is being undertaken in accordance with the competitive contracting provisions of the Local Public Contracts Law, specifically, N.J.S.A. 40A:11-4.1 (2) & (3), et. seq. Proposals are also being solicited through, and this RFP is being issued in accordance with, a fair and open process pursuant to the State Pay-to-Play Law, N.J.S.A. 19:44A-20.5, et. seq.

Section 1.2 Facilities Included in this Procurement

The Golf Course Facilities consist of (1) the Golf Course, (2) the Clubhouse, and (3) certain Ancillary Facilities, all located on the Property. The Golf Course Facilities expressly exclude the Excluded Facilities as enumerated in this RFP.

Section 1.3 Reserved

Section 1.4 The RFP

The Township has issued this RFP as authorized by resolution of the Township Council on February 19, 2019 (Authorizing Resolution attached hereto as **Appendix A-2**). Proposals received by the Township shall become the property of the Township. The RFP has been issued solely for the purpose of soliciting Proposals as described in this RFP. No license or grant is conferred or implied to Respondents or to any other person for any purpose.

Section 1.5 Communications Regarding RFP

All comments and questions concerning the RFP must be submitted in writing, by **June 7, 2021 to:**

Paula Reynolds
Purchasing Agent
Township of West Orange
66 Main Street
West Orange, New Jersey, 07052
E-mail: PReynolds@westorange.org

with a copy to:

Township Attorney
Richard D. Trenk, Esq.,
Trenk Isabel P.C.
290 W. Mt. Pleasant Avenue, Suite 2350
Livingston, New Jersey 07039
E-mail: rtrenk@trenkisabel.law

Mark Y. Moon, Esq.,
Trenk Isabel P.C.
290 W. Mt. Pleasant Avenue, Suite 2350
Livingston, New Jersey 07039
E-mail: mmoon@trenkisabel.law

Section 1.6 Proposal Submission Date

One (1) original and nine (9) copies of sealed Proposals, together with a PDF of the Proposal on a CD or jump drive, must be received by the Township on or before **1:00 p.m.**, prevailing time, **June 18, 2021**, at which time Proposals will be publicly opened and announced. Proposals must be delivered to:

Paula Reynolds
Acting Purchasing Agent
Township of West Orange
66 Main Street
West Orange, New Jersey, 07052

Respondents shall assume full responsibility for timely delivery at the location designated for the receipt of Proposals. Proposals received after the date and time set forth above shall be returned to the Respondent unopened, and will not be considered by the Township. Subsequent to the issuance of the RFP, the Township may issue addenda to the RFP to modify, supplement or amend the provisions of this RFP, including the Proposed Procurement Schedule. The addenda will constitute part of the RFP and each Respondent is required to acknowledge receipt of all addenda at the time of submission of its Proposal by executing and submitting the Acknowledgment of Receipt of Addenda (**Appendix B-11**).

Section 1.7 Registration Required

Each Respondent must register with the Township: (i) that it intends to submit a Proposal, (ii) providing the name of its Contact Person and contact information (**name, company, address, phone, cell, fax, and e-mail address**) for all communications during the RFP process, (iii) whether it intends to attend the Pre-Proposal Submission Meeting discussed in Section 1.8, below, and (iv) to provide the Township with a list of Respondent's representatives who will attend the site tours discussed in Section 1.9 of this RFP.

Respondents should register by requesting a copy of the RFP and by e-mailing the information required by (i), (ii), (iii) and (iv), above, to Paula Reynolds, at PReynolds@westorange.org and/or mailing a copy to Paula Reynolds, Acting Purchasing Agent, Township of West Orange at 66 Main Street, West Orange, NJ 07052.

Section 1.8 Pre-Proposal Submission Meeting

A Pre-Proposal Submission Meeting shall be held on **June 3, 2021 at 10:00 AM** at the Clubhouse at Rock Spring, Golf Course at 90 Rock Spring Road, West Orange, New Jersey, 07052. The Township highly recommends that potential Respondents attend³. In the event of inclement weather on June 3, 2021, the Pre-Proposal Submission Meeting shall be held on June 4, 2021 at 10:00 am. A site tour, discussed in Section 1.9, below, will be conducted immediately after the Pre-Proposal Meeting. Respondents are also encouraged to have, at a minimum, the persons responsible for preparing the Proposal in attendance at the Pre-Proposal Submission Meeting.

Section 1.9 Site Tours of the Golf Course Facilities

The Township shall make the Golf Course Facilities available for inspection immediately following the Pre-Proposal Submission Meeting on **June 3, 2021**. Prior to the site tour, Respondents must submit a list of attendees to the Township, via e-mail to Paula Reynolds, Acting Purchasing Agent for the Township at PReynolds@westorange.org. Such list should include the names and positions of all persons whom Respondent, in its sole discretion, deems necessary in order for Respondent to submit an informed Proposal. If the Golf Course Facilities site tour cannot be completed on the same day because of the number of attendees, inclement weather or other unforeseen events, the Township will schedule the site tour date by appointment at a time convenient for the Township.

The Township anticipates that representatives of the Township shall participate in the site tour. Contact persons shall be notified, via e-mail, of any updates or changes to the site tours meeting times and locations.

Neither the Township nor the Township will accept any responsibility regarding potential injury to person or property of Respondents or any of their accompanying parties and/or guests during the site tours. Respondents and all attendees should take care in participating in the site tours. By participating in the site tours, all attendees, including Respondents and any accompanying parties and guests, are deemed to have assumed any and all risks associated with such participation, and all who participate in the site tours expressly waive any claims or rights related to any of the foregoing that may arise out of participation in the site tours.

Section 1.10 Proposed Procurement Schedule

1. RFP is Issued	May 15, 2021
2. Pre-Proposal Conference	June 3, 2021 (Backup Date: June 4, 2021)
	June 3, 2021

³ Due to the ongoing COVID-19 pandemic, Respondents shall be limited to two (2) attendees for the Pre-Proposal Submission Meeting. All attendees shall be required to wear masks and observe all social distancing rules and requirements.

3. Site Tours	(Backup Date: By Appointment)
4. Last Date for Submission of Written Questions	June 7, 2021
5. Proposals Due	June 18, 2021
6. Interviews for Qualified Management Contract	Optional at the Township's Discretion
7. Issuance of Evaluation Report	August 13, 2021
8. Township Meeting to Accept Report and Recommend Award to Township	August 17, 2021
9. Meeting to Award Contract	August 17, 2021
10. Execution of Documents	August 24 2021

The Township reserves the right to change this schedule from time-to-time, as circumstances warrant, and no Respondent shall rely on this schedule as a commitment on the part of the Township to proceed within that timeframe.

Section 1.11 Review and Evaluation

The objective of the Township in seeking Proposals to this RFP is to enable it to recommend a Successful Respondent to the Township that will provide the most complete, dependable and cost-effective Proposal. Using the criteria set forth in Section 5.3 of this RFP, Proposals will be evaluated in terms of the reasonableness of the costs proposed, claims and/or commitments made, the completeness of the data provided, the reliability of the approach taken, the ability of the Respondents to perform, and conformance with the requirements of this RFP.

Section 1.12 Conditions Applicable to Proposals

By responding to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission, review and consideration of its Proposal:

1. The issuance of the RFP is not intended to, and shall not be construed to commit the Township to execute any contract.
2. The Township reserves the exclusive rights set forth in Section 1.13 hereof.
3. Neither the Township, nor any of their respective consultants shall be liable for any claims or damages resulting from the solicitation or receipt of Proposals in response

to this RFP, nor will there be any reimbursement to Respondents for the cost of preparing the Proposal or for participating in the RFP process.

4. By submitting a Proposal in response to the RFP, the Respondent accepts and consents to the procurement process selected (and implemented) by the Township, and the Respondent waives any and all claims to same.
5. All Proposals submitted in response to this RFP will become the property of the Township and subject to public disclosure under the Open Public Records Act, and will not be returned.
6. All activities related to the implementation of the Contract as described herein, shall be subject to compliance with all Applicable Law.
7. Failure of any Respondent to submit a Proposal that completely addresses the requirements of this RFP (including submittal as part of such Proposal of all documents required to be submitted under the terms of this RFP), at the times and in the manner specified in this RFP, may result in the rejection of the Proposal by the Township.
8. All documentation and information provided by the Township in connection with this RFP is believed to be accurate and correct; however, the Township assumes no responsibility for and makes no guarantees as to the accuracy of the information provided. Each Respondent is instructed to notify the Township in accordance with Section 1.5 hereof if it believes that any information provided herein is not accurate and/or correct.

Section 1.13 Rights of the Township

The Township reserves, holds, and may exercise, at its sole discretion, the following rights and options with regard to the RFP and the Proposal process:

1. To reject all Proposal(s) or any Proposal(s) deemed to be nonresponsive to the RFP.
2. To supplement, amend, or otherwise modify the RFP.
3. To change or alter the schedule for any events called for in the RFP. The Township shall use commercially reasonable efforts to maintain the Proposed Procurement Schedule set forth in Section 1.10, but failure to do so shall not serve as a basis for any challenge under this RFP, to which all Respondents agree by their submission of a Proposal.
4. To conduct investigations of any or all of the Respondents and their Proposals as the Township deems necessary or convenient, to clarify the information provided as part of the Proposal, including discussions with contact persons of prior clients, regulatory

agencies and visits to any facilities or projects referenced in its Proposal, and to request additional information to support the information included in any Proposal.

5. To decline to make an award of a contract under this RFP for any purpose.
6. To abandon this procurement process at the Township's convenience at any time, for any reason.
7. To select the Proposal that, in the Township's sole judgment, best serves the interests of the Township, consistent with the evaluation and selection process set forth in Article V of this RFP.
8. To designate or consult with another agency, group, consultant, individual, or public body to act at any time during the term of this procurement process in its place or on its behalf.
9. To make an award of a contract under this RFP subject to final adoption of all necessary authorizations.
10. To interview any or all Respondents in an effort to clarify their Proposals.

1.14 Examination of Documents, Familiarity with the Requirements of the RFP

It is the responsibility of each Respondent, before submitting a Proposal, to examine the Golf Course Facilities and the Proposal Documents thoroughly, and become familiar with and consider all Applicable Law that may affect compliance with the terms and conditions of the Contract, if awarded, and/or the obligations of the Successful Respondent under this RFP.

Should a Respondent find discrepancies or ambiguities in, or omissions from the RFP, or should a Respondent be in doubt as to the meaning of any provision in the RFP, Respondent shall immediately notify the Township in writing, seeking an interpretation or correction in accordance with Section 1.5. Each Respondent is responsible for confirming receipt of any facsimile or email materials to the Township.

Any interpretation or correction of the RFP will be made by the Township by written addenda available to all Respondents through publication, posting on the Township's website, and through an e-mail notification to Respondents' respective Contact Persons. Addenda so issued will become part of the RFP. No allowance will be made after Proposals are received for oversight, omission, error, or mistake by the Respondent or by the Township.

Before submitting a Proposal, each Respondent, at its own expense, shall make or request or obtain any additional inspections, examinations, or studies and obtain any additional data and information that the Respondent deems necessary to complete its Proposal. The failure or omission of the Respondent to receive and examine any form, instrument or document, or to make required inquiries, shall not relieve the Respondent from any obligations and responsibilities relating to the requirements of this RFP, the Contract, or its Proposal.

The submission of a Proposal will constitute a conclusive and binding representation by the Respondent that Respondent has agreed to, and complied with, every requirement of this RFP, that the procurement process chosen by the Township has been conducted and implemented in a legally permissible manner and that the Proposal documents are sufficient in scope and detail to indicate and convey the understanding of the parties as to all terms and conditions for performance hereunder.

TOWNSHIP OF WEST ORANGE

REQUEST FOR PROPOSALS

FOR OPERATION, MANAGEMENT, AND MAINTENANCE SERVICES FOR THE GOLF COURSE AND CLUBHOUSE FACILITIES AT ROCK SPRING GOLF COURSE

ARTICLE II

SCOPE OF REQUEST FOR PROPOSALS

Section 2.1 Services Being Procured

The Successful Respondent will be required to enter into a Contract in a form substantially similar to the Contract attached to this RFP as **Appendix A-1** if an award is made.

The Contract will require the Successful Respondent to perform Operation, Management, And Maintenance Services as set forth in **Appendix A-4** for a period of five (5) years, and such services (collectively the “Services”).

The Successful Respondent shall perform the Services under the Contract at all times in compliance with all Applicable Laws and in accordance with the terms and provisions of this RFP.

The scope of services provided by the Successful Respondent includes providing full-time, on-site operations and management of the Golf Course Facilities during the term of the Contract. The scope of services also includes Maintenance of the Golf Course Facilities, including the Golf Course, during the term of the agreement, the condition of the Golf Course Facilities will be consistent with a first-class daily fee golf course and consistent with the definition of “Maintenance” set forth in the Glossary. The vendor shall provide uninterrupted, high quality services to customers of the Golf Course and Clubhouse. The Contractor shall also conserve and protect the Township’s investments in the Golf Course and Golf Course Facilities.

Section 2.1.1 Operating Plan

Each Respondent shall provide complete and detailed descriptions of its operating plan:

- (a) Brief description of maintenance programs, as applicable, including tees, fairways, greens, bunkers, rough, concessions, pro shop area, and other grounds.
- (b) Brief description of Customer Service Standards.
- (c) Provide brief description on operating systems that are utilized to promote efficiencies, i.e. online tee time booking, tee time and transaction data.

(d) Brief description of staffing levels, clubhouse operations, instructional programs and relevant performance standards.

(e) Brief description of marketing and promotional plans for youth and adults.

(f) Brief description of pro forma operating costs, debt services and revenue projections.

(g) Recommended pricing for Primary Fees.

(h) Each Respondent shall outline its best process to provide operations and management for the Golf Course.

(i) Each Respondent shall provide details regarding programming ideas, innovative ideas for operations and environmental ideas.

Section 2.1.2 Business Plan

The Successful Respondent shall develop and submit to the Township, for its review and approval, within forty-five (45) days of the Effective Date of the Contract, a business plan for the Golf Course Facilities (the "Business Plan"), which shall include (i) proposed marketing, sales, promotion, golf development programs, advertising, sponsorship and public relations concepts for the Golf Course Facilities, (ii) a final schedule of Primary and Secondary fees charges and an Initial Budget consistent with the requirements of Section 2.1.3(b) of this RFP, and (iii) a description of the assumptions upon which the Business Plan is based. The Township shall give its comments and/or approval within thirty (30) days after receiving the Business Plan from the Company. In the event of disapproval of any Business Plan (or any portion thereof), the Company shall continue operating and managing the Golf Course Facilities pursuant to the terms of the Contract until such time as the Township and the Company agree upon a replacement Business Plan. This shall be done on an annual basis for the Term of the Contract.

Section 2.2 Proposed Capital Improvements

The Township intends to bond or otherwise finance the cost for certain Capital Improvements during the term of the Contract, if deemed necessary and appropriate in its sole discretion. Successful Respondent shall be responsible for continuing its obligations related to the operation and Maintenance of the Golf Course Facilities and the Property during any the constructions or repairs related to any such Capital Improvements.

Section 2.2.1 Substantial Modifications

The Township anticipates making substantial modifications to the Clubhouse, Golf Course and Golf Course Facilities during the term of this Contract. Such modifications will involve disruption which may affect revenues and all aspects of the operations. Respondents are warned to consider these disruptions and their impact on all revenues, fees and operations. Respondents will work with the Township in a cooperative manner to ensure the safety and well-being of all residents, staff and patrons. The Township does not warrant or represent any level of use or revenues and will not be liable to anyone if operations are disrupted or curtailed during the term.

Section 2.3 Operational Agreements

All advertising, including the social media, will be the responsibility of the vendor, subject to final approval from the Township. The Township will provide golf information on the Township's website at no cost to the vendor.

(a) All Golf Software Management must accurately report the following: Accounting Management, CRM, Electronic Tee Sheets, Event Management, Gift Card Management, Inventory Management, Lesson Scheduling, Membership Management, Payment Processing, Payroll Management, and Point of Sale (POS) transactions. Software should not be associated with free rounds that impact revenue for Township-Owned Golf Operations.

(b) The Township has the right to make course enhancements related to wetland or habitat preservation as long as those enhancements do not adversely affect the course play and are done in close communication with the Successful Respondent with ample time for discussion and time-lining, with priority for work happening outside primary golf season, Wetland and habitat projects initiated by the Township will be fully funded by the Township.

(c) The Successful Respondent shall be responsible for all Utility charges related to the operations.

(d) All maintenance will be the responsibility of the Successful Respondent.

(e) The Successful Respondent will be responsible for all of the terms as stated in the Qualified Management and Maintenance Contract annexed to this RFP as Appendix A-4.

Section 2.4. Payment Schedule

The Payment Schedule under the Contract shall operate by way of an allocation of the Gross Revenues as follows:

(a) First, seven and a half percent (7.5%) of the Gross Revenues shall be allocated for payment of the Golf Course Fee to the Township;

(b) Second, Operating Expenses shall be paid from the Gross Revenues less the Golf Course Fees to the Township. If the balance of the Gross Revenues less the Golf Course Fees is less than the amount necessary to pay for the Operating Expenses, the Successful Respondent shall be responsible for the payment of any outstanding Operating Expenses.

(c) Third, seven and a half percent (7.5%) of the Gross Revenues shall be allocated for payment of the Management Fee to the Successful Respondent conditioned upon Gross Revenues in amounts sufficient to satisfy the required allocations in Section 2.4(a) and Section 2.4(b).

- (d) Fourth, three percent (3%) of the Gross Revenues shall be allocated for deposit into a Capital Improvement Account to be set up by the Township which shall be dedicated for use towards Capital Improvements for the Golf Course Facilities and the Property conditioned upon Gross Revenues in amounts sufficient to satisfy the required allocations in Section 2.4(a), Section 2.4(b), and Section 2.4(c).
- (e) Fifth, the expenses related to the debt service from the Township's bonding for Capital Improvements to be commenced during the term of the Contract shall be paid from the Gross Revenues conditioned upon Gross Revenues in amounts sufficient to satisfy the required allocations in Section 2.4(a), Section 2.4(b), Section 2.4(c), and Section 2.4(d).
- (f) Sixth, the remaining balance of the Gross Revenues following satisfaction of the required allocations in Section 2.4(a), Section 2.4(b), Section 2.4(c), Section 2.4(d), and Section 2.4(e) shall be allocated evenly between the Township and the Successful Respondent.

The Successful Respondent shall collect all revenues from the operation of the Golf Course Facilities, the allocation of the Gross Revenues under this Payment Scheduled shall be performed on a monthly basis along with the preparation of a monthly certified reports outlining the expenses and revenues from the operations of the Golf Course Facilities. These monthly certified reports shall provide detailed breakdowns as to the specific revenues and expenses for each facility (i.e. food and beverage concessions, Primary Fees).

All Respondents shall include an acknowledgment and agreement to this Payment Schedule which shall **not** be subject to an exclusion or exception in the Respondent's Proposal. Failure to acknowledge and agreement to this Payment Schedule shall result in rejection of the Respondent's Proposal.

Section 2.4.1 Contract Compliance Officer

The payment of a \$1,000 per month fee to fund a Contract Compliance Officer shall be included as an Operating Expense under the Payment Schedule. Each Respondent must acknowledge and agree that if it is selected as the Successful Respondent, it shall also pay a \$1,000 per month fee to fund a Contract Compliance Officer who shall be designated by the Township to monitor the Successful Respondent's compliance with the terms and conditions of the Contract. The Successful Respondent shall authorize and allow the Contract Compliance Officer to perform periodic inspections of the Successful Respondent's operations of the Golf Course Facilities and to have full and complete access to all personnel and documents needed to insure compliance with the Contract.

Section 2.4.2 Monthly Reporting and Release of Payments

The Successful Respondent shall provide the required monthly certified reports no later than 15th day of each month reflecting the revenues and expenses for the preceding month. With

its submission of the required monthly certified reports, the Successful Respondent shall release payments to the Township for the Golf Course Fees, deposits into the Capital Improvement Account, expenses related to debt service, and allocation of the remaining Gross Revenues required pursuant to Sections 2.4.1(a), 2.4.1(d), 2.4.1(e), and 2.4.1(f) no later than 15th day of each month following the month generating the Gross Revenues. The Successful Respondent shall be entitled to collect its Management Fee pursuant to Section 2.4.1(c) and an its allocation of the Gross Revenue pursuant to Section 2.4.1(f) on a monthly basis only simultaneously with or after release of the Payments to the Township pursuant to this Section of the RFP.

If any payments to the Township required under the Contract remain unpaid when due, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of fifteen percent (15%) per annum. Multiple delinquent payments will be considered a breach of contract and the Township shall have the right to terminate the Contract.

Section 2.4.3 Projected Budget of Revenues and Expenses

In order for the Township to evaluate and score the cost component of each proposal, Respondents shall include a projected Budget of Revenues and Expenses breaking down each month of the five (5) year term of the Contract.

Section 2.5 Primary Fees and Secondary Fees

Respondents shall include in their Proposals a schedule of Primary Fees and Secondary Fees as defined in this RFP. All Primary Fees and Secondary Fees shall be subject to final approval from the Township, including any future changes or increases to Primary Fees or Secondary Fees.

Section 2.5.1 Primary Fees

Respondents shall propose a schedule of Primary Fees to be charged by the Respondent including: (i) a maximum, not-to-exceed amount it shall charge for Primary Fees to Township residents; (ii) a maximum, not-to-exceed amount it shall charge for Primary Fees to non-Township residents; (iii) a maximum, not-to-exceed amount it shall charge for Primary Fees to Senior Township residents; (iv) a maximum, not-to-exceed amount it shall charge to Senior non-Township residents. In addition to this schedule, Respondents may also propose rates for a seasonal pass or frequent user rates.

Section 2.5.2 Secondary Fees

Respondent shall provide a schedule of Secondary Fees which shall include all other proposed prices for all services, goods, and concessions.

Section 2.6 General Responsibilities of the Company

(a) The Company shall be responsible to the Township and the general public for rendering, on a full-time basis, golf-related services and conducting its business on or about the Golf Course Facilities in a manner consistent with the prevailing standards and practices promulgated by the Club Management Association of America, PGA of America, and Golf Course Superintendents Association of America.

(b) The hours and dates for the operation of the Golf Course Facilities shall be established by the Company and said hours of operation, but must be set forth in Respondents' proposals as part of the required operational plan.

(c) The Company shall operate the Golf Course Facilities in an orderly manner and not annoy, disturb or be offensive to customers, patrons, or others in the immediate vicinity of such operations. The operation of the Golf Course Facilities shall be conducted in a manner acceptable to the Township in its reasonable determination.

(d) The Company or a designee on behalf of the Company shall be available to attend any necessary meetings related to the Property, the Golf Course Facilities or any golf-related functions within the Township.

Section 2.6.1 Operation of the Clubhouse

(a) The Company shall operate the Clubhouse and monitor the sales and concession areas therein which shall both be open during the times that the Golf Course is open for play.

(b) The Company shall be responsible for the day-to-day maintenance of the Clubhouse, which shall include, but is not limited to, all repairs to the heating and cooling equipment, cleaning, replacement and upkeep of all furniture and fixtures, painting exterior and interior of the Clubhouse, and providing all necessary supplies and materials.

(a) The swimming pool shall not be used as part of the operations.

Section 2.6.2 Staffing

The Company shall have and retain full control over the employment and discharge of all persons assisting in the performance of its services hereunder. The Company shall be solely responsible for all matters relating to wages, hours of work, working conditions, and payment of employees, including compliance with social security, all payroll taxes and withholdings, unemployment compensation, and all other requirements relating to such matters, except that the Company must comply with Section 4.10 of this RFP. The Company shall be responsible for its own acts and those of its subordinates, employees, and any and all subcontractors, if any, during the Term. The Company shall file a wage report with the Township on a quarterly basis showing payment of payroll taxes.

Section 2.6.3 Merchandise

The Company has all decision-making control of the merchandise concession; provided, however, that the Company shall keep the merchandise concession stocked to adequate levels.

Section 2.6.4 License and Permits

The Company shall obtain all necessary licenses and permits for the operation of the Clubhouse, banquet facility, and food and drink concessions and shall furnish copies of such licenses to Township. The Township will reasonably cooperate with the Company in applying for, obtaining, and maintaining such licenses, permits, and accreditation.

Any license from the Division of Alcohol and Beverage Control ("ABC") shall be obtained by the Company or its designee at its sole expense and such license will be assigned to the Township or the Company's appointed successor at the end of this Contract or any extensions thereof without any cost whatsoever to be paid by the Township or the Company's successor except for any transfer fee assessed by ABC and the pro-rata amount of the ABC annual renewal fee. Respondents must be eligible to obtain a license from the ABC and must submit with their proposals a completed and executed Affidavit of Qualifications, included in the RFP as Appendix B-14.

In addition, the Company agrees to obtain liquor liability insurance in the amount specified in Section 4.5 of this RFP.

Section 2.6.5 Food and Beverage Concessions at the Clubhouse

(a) Respondents shall include in its proposal a description of how it shall operate the food and beverages at the Rock Spring Clubhouse. Including a description of whether the Respondent intends to offer food and beverages concession during operating hours and/or whether the Respondent intends to utilize the Rock Spring Clubhouse as a banquet facility.

(b) The Company shall be responsible for any and all aspects of the food and beverage concessions on the premises, including all permits, codes and other regulations of the Township, Essex County and the State of New Jersey. Each month's revenues from food and beverages concession must be included in the monthly reports to the Township set forth in Section 2.4.2. in this RFP.

Section 2.6.6 Control of Play

The Company or its appointed designee shall be responsible for the proper pace of play on the Golf Course and ensure players commence play at their scheduled tee times. The Company shall set policies regulating the use of Golf Course and golf carts.

Section 2.6.7 Signage

The Company shall prominently display a sign in the Golf Shop, at all times, stating the following information: (i) green fee prices, (ii) golf cart rental fees, (iii) pull cart rental fees, (iv) range ball fees (v) dress code, (vi) rain check policy, (vii) tee time policy and (viii) refund policy. The Company shall also maintain all of the signs existing at the Golf Course as of the date of the Contract. The Township logo shall be prominently displayed on course entrance signage at the Company's expense. The Township shall have final approval of all signs and designs which incorporate the Township logo.

Section 2.6.8 Golf Carts, Equipment, and Furnishings

(a) The Successful Respondent shall be allowed to utilize the equipment and furnishings owned by the Township on the Property. The Township makes no warranties as to the quality or condition of the equipment and furnishings. To the extent that replacement, repairs, upgrades or maintenance of the equipment is necessary, the Successful Respondent shall be responsible for such replacement, repairs, upgrades or maintenance as an Operation Expense subject to the Township prior approval. Respondents will be provided an opportunity to inspect the equipment and furnishings at the Golf Course Facilities during the site tours as set forth in Section 1.9 of this RFP.

(b) Respondents must acknowledge and agree that it will provide no less than sixty (60) Golf Carts for use by customers on the Golf Course. The Successful Respondent shall be solely responsible for all maintenance, fuel/charge, or repairs for the Golf Carts. Respondents should provide the make and models of the Golf Carts to be used and a description of the features of the Golf Carts including whether the Golf Carts have windows, and/or whether the Golf Carts have USB compatibility.

(c) All equipment, furnishings, signs and advertising installed by the Company shall be in keeping with the appropriate standards of decor at the Golf Course Facilities. The Company agrees that all equipment, furnishings and improvements provided shall meet the requirements of all applicable building, tire, pollution, and other related codes. Respondents shall submit with its proposal a list of all additional equipment, including the required Golf Carts, available for use at the Golf Course Facilities.

Section 2.6.9 Compliance with Rules and Regulations

(a) Company shall not use the Property nor the Golf Course Facilities for any unlawful purpose or act and shall comply with and obey all laws, regulations (including zoning and sign regulations) or orders of any governmental authority or agency. The Company shall not use, or permit the Property (or any part thereof) to be used for any purpose or purposes other than as a municipal golf course. The Company shall not commit, or suffer to be committed, any waste on or about the Property, or create any nuisance.

(b) The Company agrees that its operation of the Golf Course will be in accordance with all rules, regulations, procedures, conditions and terms of the Township now in effect or as may hereafter be adopted by the Township. Any rules, regulations, procedures, conditions or terms adopted by the Township after the date of the Contract which are inconsistent with the provisions of the Contract shall not be binding on the Company, unless the Company shall agree to the same in writing.

(c) The Company shall not conduct any business or activity not specifically authorized by the Contract, unless approved in writing in advance by the Township.

(d) The Company shall comply with all applicable Federal laws and regulations, state statutes and Township or County ordinances and regulations relative to the operation of the Golf Course and this Contract.

Section 2.6.10 Utilities

(a) The Company shall pay for all water, wastewater, sewer user fees, gas, electric, telephone and other public utilities of every kind furnished to the Property for the exclusive use by the Company throughout the Term and all other utility costs and expenses of every kind whatsoever of, or in connection with the use, operation and maintenance of the Property and all activities conducted thereon and agrees to indemnify and hold harmless the Township from any liability resulting from any nonpayment of any such services.

(b) The Company shall maintain, repair and or replace all utilities and equipment at the Golf Course, including, but not limited to, drains, sewer pipes, air conditioning, plumbing and electrical lines, services, outlets, meters to monitor utility usage, except as otherwise set forth herein or as maintained by the electric, gas and water utility companies. Further, the Company shall be responsible for maintenance, repair and restoration of its property within all utility easements, the Township may at any time with proper notice inspect areas to ensure compliance.

Section 2.6.11 Maintenance of the Golf Course Facilities

The Successful Respondent shall be obligated for Maintenance of the Property, Golf Course Facilities and golf equipment and all appurtenances thereto in good and neat order, condition and repair. This includes, without limitation, routine maintenance, predictive maintenance and preventative maintenance (except as specifically provided herein) of the Property, Golf Course Facilities and Golf Equipment. The Property, Golf Course Facilities and Equipment shall be maintained in the same or better condition as present on the Effective Date; the Township and Company shall sign off on the condition of the Property, Golf Course Facilities within 10 days of the Effective Date of the Contract; provided, however, that notwithstanding the foregoing, the Golf Course shall be maintained to the standard of a first-class daily fee golf course at all times throughout the year. In the event that the Golf Course suffers tree damage resulting from inclement weather, the Company shall be responsible for all cleanup costs. The Company will be responsible for all expenses to operate the Golf Course Facilities. The Township may at any time inspect areas to ensure compliance. The Company shall maintain any and all access roads and sidewalks adjacent to the Property, including the removal of ice and snow, and to insure that emergency vehicles will have access to the Property and Golf Course Facilities at all times.

Section 2.6.12 Environmental Matters

- (a) In the event a violation of any environmental law, statute, rule or regulation is alleged to exist at the Property and the Golf Course Facilities which violation existed, in whole or in part, prior to the date the Company obtained control and possession of the Property and the Golf Course Facilities (whether pursuant to this Agreement or a previous agreement), the Township will be responsible at no cost or expense to the Company, unless the same was caused by the acts or omissions of the Company.
- (b) In the event a violation of any environmental law, statute, rule or regulation is alleged to exist at the Property and the Golf Course Facilities which violation was created after the date the Company obtained control and possession of the Property and the Golf Course Facilities, the Company will be responsible at no cost or expense to the Township, unless the same was caused by the acts or omissions of the Township.

- (c) The Company shall obtain the insurance coverage set forth in Section 4.5 of this RFP as to the Pollution Legal Liability Coverage and maintain that coverage throughout the entire term of the Contract.

Section 2.6.13 Class A-1 Professional

The Company shall employ on a full-time basis an experienced golf professional for its operations at the Golf Course who shall be a licensed Class “A-1” member of the PGA (the “Golf Professional”) if the Company is not a PGA member. Evidence of such status shall be submitted annually on or before November 30 of each year to the Township.

Section 2.6.14 Restrictions on Subcontracting

The parties agree that the Company shall not subcontract, assign or delegate all or substantially all of its duties, obligations or services to be performed under the Contract without prior written approval of the Township. In the event that the Township approves of any such subcontracting, assignment or delegation, the Company shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. Any consent given shall not be construed to relieve the Company of any responsibility for performing its obligations under this Contract.

Section 2.6.15 Necessary Improvements

The Company shall be responsible for any costs which are reasonable and necessary to satisfy its obligations for Maintenance of the Property, Golf Course Facilities and Golf Equipment. In the event that a necessary improvement is: (i) installed and/or constructed; and (ii) is consistent with the Maintenance obligations under the Contract, such necessary improvement(s) shall be an Operation Expense.

Section 2.6.16 Golf Operations and Maintenance Standards

- (a) Tee times are scheduled easily and can be scheduled online
- (b) Prices for all green fees, golf car fees, pull cart fees, and range balls are prominently displayed at all times in the pro-shop, receipts are given for fees
- (c) Policies regarding tee-times, rain-checks, refunds, and dress code are prominently displayed at all times in the pro-shop
- (d) Information on passes, leagues, lessons, etc., is readily available
- (e) Score cards, pencils, etc. are readily available
- (f) Hole signs with yardage, par, etc., are well placed
- (g) Drinking water is available on the course

- (h) Pace of play is appropriately monitored and maintained
- (i) Professional staff are clearly identifiable and present neat and clean appearance
- (j) Clubhouse is clean and swept, including restrooms
- (k) Grounds are nicely landscaped and free of trash
- (l) Carts are clean and fueled/charged, perform well at speed and direction
- (m) Carts are undamaged (seats, body dents, etc.)
- (n) Company shall maintain the Property and Golf Course Facilities in accordance with accepted GCSAA standards and PGA of America guidelines.
- (o) Irrigation. Company shall maintain the entire irrigation system serving the Property, including main lines, valves, lateral lines, sprinkler heads, controllers and all other part of the irrigation system, in good repair, functioning property and conforming to all related codes and regulations at all times. Annual preventive maintenance program shall be performed on the irrigation system pump each Fall at the Company's expense prior to system shutdown. The Township may inspect the system each fall if needed to ensure compliance.
- (p) Irrigation system is a RAINBIRD system. The system is controlled by a central computer that is connected to the control boxes on the Golf Course that operates the individual sprinkler heads on the Golf Course.

Section 2.6.17 RESERVED

Section 2.6.18 Programming Proposal

- (a) Explain any Innovative ideas for operation of the Golf Course (i.e. access to courses, events, public services, revenue ideas). Please include with all program ideas or projects a projected return on investment, case studies or examples of successes at other courses.
- (b) Discussion of youth programming, including minority youth programming. Respondents are encouraged to propose ideas for under-privileged children. Please provide days and times that will be given for the program sponsorship and provide information on the rate specials that will be given.
- (c) Discussion of environmental initiatives on the Golf Course, including, but not limited to, the impact of the potential Capital Improvements, the protection of wildlife habitats, establishment protection and sustainability of wetlands, sustainability effects of the natural areas.

Section 2.6.19 Township Events

The Successful Respondent shall agree and acknowledge that the Township may hold up to four (4) events at the Golf Course and Golf Course Facilities. Respondents must include in their

Proposal special rates for the Township sponsored or hosted events at the Golf Course and Golf Course Facilities which shall be inclusive of Primary and any Secondary Fees to be offered for Township sponsored or hosted events. The dates and times of the Township sponsored or hosted events shall be mutually agreed upon and shall not fall on Saturday or Sunday.

Section 2.6.20 Transition Plan and Schedule

Respondents shall include with its Proposal a transition plan and schedule for implementation of services which shall outline the key implementation steps for completion from the Notice to Proceed through and including opening operation to the public. It is understood that this schedule may be deemed “preliminary” and may involve some modifications prior to implementation. Respondent’s proposed schedule shall include any potential contingencies as well as any and all assumptions or expectations placed on the Township. The schedule shall represent “not to exceed” or guaranteed completion dates. The schedule shall include all major and minor milestones and payment schedule.

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ARTICLE III

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

Section 3.1. Proposal Acceptance or Rejection

Subject to Applicable Law, the Township, reserves the right to (a) abandon this procurement process; (b) reject any or all Proposals; and (c) waive any informality or non-conformance in the Proposals.

Section 3.2 Proposals Subject to Disclosure Pursuant to the Open Public Records Act

The Proposals submitted by Respondents shall be deemed “government records” upon submission to the Township and subject to disclosure under the New Jersey Open Public Records Act as of the June 18, 2021 proposal submission date.

The Township assumes no liability for any loss, damage, or injury that may result from any disclosure of any information contained in a Respondent’s Proposal.

Section 3.3 Withdrawal of Proposals

A Respondent may withdraw its Proposal prior to the date and time set for the opening of the Proposals, provided, however, that a written request to withdraw the Proposal is hand-delivered or faxed to the Township, by or on behalf of, an accredited representative of the Respondent, or the request is delivered by certified U.S. Mail. The request to withdraw the Proposal must be received by the Township prior to the commencement of opening of the Proposals currently scheduled for **June 18, 2021**.

Section 3.4. Disposal of Proposals

All Proposals are the property of the Township and will not be returned. At the conclusion of the procurement process, the Township may dispose of any and all copies of Proposals received in whatever manner it deems appropriate.

Section 3.5 Proposal Submission

All Proposals must be submitted complete with all requested information and are to be in conformance with the instructions set forth herein and as required by subsequent addenda, if and

as applicable. The Proposal and all related information must be bound and must be signed and acknowledged by the Respondent in accordance with the directions herein.

Section 3.6 Completeness

Each of the instructions set forth in this Article III must be followed in order for a Proposal to be deemed responsive to the RFP. In all cases, the Township reserves the right to determine, in its sole discretion, whether any aspect of the Proposal meets the submission requirements of the RFP. The Township reserves the right to reject any Proposal that, in its sole judgment, does not comply with the submission guidelines set forth in this RFP. In addition, notwithstanding any of the provisions hereof, the Township reserves the right to waive any informality in the Proposals.

Section 3.7 Form of Proposals

Respondents shall provide the appropriate information required for each Section in accordance with the following content and format requirements.

- A. Proposals shall be bound; if materials are too voluminous to be bound in one volume, additional binders may be used but they must be clearly marked as Volume 1 of 2; Volume 2 of 2, etc.
- B. Proposals shall be concise, clear, factual, and complete, with a minimum of extraneous material.
- C. Proposals shall be indexed and sectioned and shall be prefaced with a table of contents.
- D. Proposal documents shall be typed or printed (1-1/2 spacing) on 8-1/2" x 11" paper.

Section 3.8 Organization of Proposals

Proposals submitted in response to this RFP shall be organized as follows:

- Section I. Respondent Information/Cover Letter (**Appendix B-2**)
- Section II. General Information
- Section III. Respondent's Financial Information
- Section IV. Qualified Management and Maintenance Contract Proposal Sheet
(**Appendix B-1**)
- Section V. All Other Appendix B Proposal Forms
(**Appendices B-3 through B-15**)
- Section VI. Other Submission Requirements
- Section VII. Supplemental Information

Section 3.9 Respondent Information/Cover Letter

Section I of the Proposal shall contain Respondent's Information/Cover Letter Form on the Respondent's official letterhead (in form and content exactly as set forth in **Appendix B-2**) and shall be signed by the Respondent's authorized representative who is empowered to sign the Proposal and to commit the Respondent to the obligations contained in the RFP.

Section 3.10 General Information/Submittal Requirements

Section II of the Proposal shall contain the following information in the following order:

- A. Proposals must include the legal name of the Respondent and a statement identifying Respondent as a sole proprietor, joint venture, partnership, special purpose entity, corporation or other legal entity, as appropriate.
- B. The Proposal shall be executed by the person(s) legally authorized to bind the Respondent, and accompanied by a resolution or other appropriate evidence of its/their authority to bind the Respondent. A Proposal by a corporation shall provide the state of incorporation and evidence of Respondent's qualification to do business in New Jersey in form of a Business Registration Certificate as discussed in Section 4.12, below.

Section 3.11 Respondent's Financial Qualifications

In Section III Respondent shall provide complete financial statements, including the following financial statements for the current fiscal year-to-date and the prior fiscal year: (i) balance sheet detailing cash and cash equivalents, current assets, current liabilities, stockholder equity, (ii) statement of operations detailing pre-tax earnings, and (iii) statement of cash flows. The Respondent shall also submit any other information that the Respondent believes to be relevant to demonstrate its financial strength. In the case of a subsidiary or affiliate, statements must provide information with respect to the operating entity.

Section 3.12 Required Disclosure

Respondent must disclosure whether an of its officers, directors, shareholders, partners or members are employees or officials of the Township or members of the Township Council.

Section 3.13 Proposal Forms

A. The following forms shall be completed and executed, where appropriate, and submitted with Respondent's Proposal:

1.	Appendix B-1	Qualified Management and Maintenance Contract Proposal Sheet
2.	Appendix B-2	Respondent Information / Cover Letter Form

3.	Appendix B-3	Consent of Surety Form
4.	Appendix B-4	Form of Performance Bond
5.	Appendix B-5	Agreement for Proposal Security In Lieu of Proposal Bond*
6.	Appendix B-6	Form of Proposal Bond*
7.	Appendix B-7	Ownership Disclosure Statement
8.	Appendix B-8	Non-Collusion Affidavit
9.	Appendix B-9	Consent to Investigation
10.	Appendix B-10	Statement of Respondent's Qualifications
11.	Appendix B-11	Acknowledgment of Receipt of Addenda
12.	Appendix B-12	Affirmative Action Compliance Notice/EEO Mandatory Language
13.	Appendix B-13	Disclosure of Investment Activities in Iran
14.	Appendix B-14	Affidavit of Qualification – New Jersey Division of Alcohol and Beverage Control
15.	Appendix B-15	Proposal Checklist

* Submit either Form B-5 or Form B-6.

B. Respondents are advised that any **material** exceptions to **Appendix A1**, and/or to **Appendices B-1 through B-15** of the Proposal Forms shall result in Respondent's Proposal being rejected as non-responsive. If a Respondent proposes to take any exceptions to **Appendix A-1**, the Respondent is **STRONGLY** encouraged to submit such exceptions to the Township for consideration during the Question and Answer period. Nonetheless, a Respondent proposing exceptions to any of the documents contained in this RFP shall provide a detailed description of the proposed exception together with a justification for such revisions. Any exceptions shall be described on a separate sheet and shall reference the specific document and section, paragraph and/or sentence to which an exception is made. The Township reserves the right, in its sole discretion, to determine whether such exceptions are material or non-material, consistent with law. If deemed non-material, the Township reserves the right, in its sole discretion, to determine whether such non-material revisions are acceptable to the Township.

Section 3.14 Other Submission Requirements

Section VII of Respondent's Proposal shall contain the following:

- A. Business Registration Certificate (*RFP Section 4.12*)

Section 3.15 Supplemental Information to Be Provided at Respondent's Option

A. Each Respondent shall include in Section VII of its Proposal any other information that it deems relevant or useful for the Township to consider in evaluating Respondent's Proposal. Respondents should include any information or suggestions that the Respondent deems relevant to its Proposal.

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ARTICLE IV

GENERAL MATTERS

Section 4.1 Time for Award

Respondents should note that any award under this RFP shall be made by Resolution within sixty (60) days of receipt of Proposals, unless extended, at the request of the Township and consented to by the Respondent(s). Please be advised that Respondent(s) shall not submit Proposals that are contingent upon any condition, event, or occurrence.

Section 4.2 Proposal Security

Each Respondent shall submit with its Proposal a certified check, cashier's check or Proposal Bond in the amount of \$20,000, payable unconditionally to the Township. The Proposal shall be substantially similar in form to **Appendix B-6**. The Proposal Bond shall be accompanied by a Power of Attorney for the full amount of the Proposal Bond from a surety company authorized to do business in the State of New Jersey. The check or bond of the Successful Respondent shall be retained until all required documents are executed and the required Performance Bond is submitted to the Township.

All proposal security will be returned in accordance with law. No interest shall be allowed upon any certified or cashier's check.

Section 4.3 Consent of Surety

Each Respondent shall submit with its Proposal a Consent of Surety, substantially similar in form to **Appendix B-3**, including a Power of Attorney as necessary, executed by a surety company or companies qualified to do business in New Jersey, who shall, at the time of submission of the Proposal, agree that in the event of an award to such Respondent, the surety shall furnish a Performance Bond in the amount of \$500,000.

Section 4.4 Performance Bond

The Successful Respondent shall give Performance Bond, substantially similar in form to **Appendix B-4**, in the amount of \$500,000 from a surety company or companies qualified to do business in New Jersey, for the faithful performance of the obligations under the Contract; said bond to be for the term of the Contract for the Services.

Section 4.5 Insurance Requirements

(A) The Successful Respondent will be required to obtain and maintain in force at all times during the term of the Contract as a direct cost of operation, insurance coverage as directed by the Township. Such coverage shall be provided on a primary and noncontributory basis and will be obtained from an insurance company authorized and licensed to do business in the State of New Jersey and rated not less than A-VIII by the most current Best's Manual. Furthermore, said insurance company or companies must be approved by the Township.

The specifications outlined are standard industry Insurance Services Office (ISO) forms that are used by most insurers. In the event a carrier utilizes a proprietary policy form, the agent or broker must provide a statement that the policy provides a scope of coverage at least as broad as the requested ISO form.

Such coverage shall include, at a minimum, the following:

Worker's Compensation & Employers Liability:

Worker's Compensation as required by statute.

Employers Liability with limits of:	\$1,000,000 Each Accident
	\$1,000,000 Disease - Policy Limit
	\$1,000,000 - Each Employee

Commercial General Liability

Occurrence Form - Insurance Services Offices - (ISO) Form CG0001 (Ed. 04/13; 12/07; 12/04)

Limits:	\$2,000,000 Each Occurrence
	\$1,000,000 Personal & Advertising Injury Limit
	\$5,000,000 General Aggregate
	\$2,000,000 Products-Completed Operations Aggregate

The following endorsements are to be included in the CGL:

- Designated Project(s) - General Aggregate Limit (Form CG2503)
- Additional Insured-Owners, Lessees or Contractors -(ISO) Form CG2010 (Ed 04/13) or Additional Insured - Designated Person or Organization (ISO) Form CG2026 (Ed 04/13)
- Owner: Township of West Orange and its officers, directors and employees.
- Primary and Noncontributory - Other Insurance Condition (CG20 01 04 13)
- Limited Contractual Liability coverage for Personal and Advertising Injury (CG2274 Ed 10/01): Designated Contract or Agreement: All work performed for or on behalf of : Township of West Orange and their officers, directors and employees
- Waiver of Transfer of Rights of Recovery Against Others To Us (CG2404 Ed 05/09) - Applies to: Township of West Orange and its officers, directors and employees

- Earlier Notice of Cancellation Provided by Us (CG0224) - Number of Days' Notice: 30 Days except 10 days for non-payment of premium -**Endorsement specifically applying to:** Township of West Orange and its officers, directors and employees

Regarding Commercial General Liability Form CG0001, the coverage cannot contain any of the following endorsements that restrict or amend:

- Coverage A. exclusion b (Contractual exclusion) - An amendment to the definition of "Insured Contract" is not acceptable.
- Coverage A. exclusion e. (Employer's Liability) - An amendment to the definition of "employee" is not acceptable.
- Coverage A. exclusion f (Pollution exclusion) - An amendment to the exclusion is not acceptable. (An exception will be made if there is a separate Contractor's Pollution-Professional Liability policy).
- Coverage A. exclusion I. (Damage to Your Work) - An amendment to the exclusion relating to work performed by independent contractors is not acceptable.
- Condition 7 - Separation of Insureds - An "insured versus insured" exclusion or Cross Liability Exclusion are not acceptable. (An endorsement that excludes "Named Insured versus Named Insured" is acceptable).

The following types of endorsements are not acceptable:

- An endorsement(s) excluding operations relating to Explosion, Collapse, Underground activities (X,C,U) are not acceptable;
- An endorsement that restricts coverage based upon a subcontractor's insufficient insurance limits or failure to obtain Certificates of Insurance;

Business Automobile Policy

Insurance Service Form (ISO) — Form CA 0001 Edition 03 06

Liability Limit: \$1,000,000 - Symbol 1 "Any Auto"

Employment Practices Liability Insurance Policy

Limits: \$1,000,000 Each Occurrence
\$1,000,000 General Aggregate

Liquor Liability Insurance Policy

Limits: \$2,000,000 Each Occurrence
\$5,000,000 General Aggregate

Umbrella/Excess Liability

Limits: \$10,000,000 Per Occurrence
\$10,000,000 Aggregate

Coverage maybe an umbrella form or "follow form excess" but in no event shall coverage be more restrictive than underlying insurance for: Commercial General Liability; Business Automobile Liability; Employer's Liability

Pollution Legal Liability

Limit: \$5,000,000 Per Claim/Aggregate

Owner: Township of West Orange and its officers, directors and employees with respect to Pollution Coverage

(B) Evidence of such coverage being in place will be delivered to the Township no later than ten (10) days from the date of award of the Contract. Prior to the expiration of the required coverage, the Successful Respondent will provide the Township with evidence of the renewal of all coverage required on at least the same terms and conditions as originally required for any Contract. All contractors working for the Successful Respondent will also be required to maintain all insurance coverages listed above.

Section 4.6 Indemnification

The Successful Respondent shall defend, indemnify, and save harmless the Township, and their respective chairpersons, members, elected officials, officers, directors, employees, agents and attorneys, from and against all claims, suits, judgments, expense, fines, penalties assessments and costs of every kind and description, by reason of injury to persons or damage to property, resulting or alleged to result from any act or omission of the Successful Respondent including, but not limited to, expenses or claims related to environmental contamination, investigation, injury, remediation, remediation cost assessment, request for contribution or natural resource damage claims.

Section 4.7 Reserved**Section 4.8 Successful Respondent's and/or Subcontractor's Employees**

The Successful Respondent shall remove or replace any employee, subcontractor or its employees at the Township's request, in the Township's sole discretion.

Section 4.9 Affirmative Action/EEO Compliance Notice

The Successful Respondent shall comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et. seq. (Affirmative Action/Equal Employment Opportunity), as set forth in **Appendix B-12**.

Section 4.10 Prevailing Wage

To the extent applicable under N.J.S.A. 34:11-56.25 et. seq., all persons performing any public work at the Golf Course Facilities are to be paid the prevailing wage rates as determined by the Department of Labor of the State of New Jersey. Nothing shall prohibit the Successful Respondent from paying more than the prevailing wage rates for public work performed at the Golf Course Facilities in connection with the Contract.

Section 4.11 Reserved

Section 4.12 Business Registration Certificate

N.J.S.A. 52:32-44 requires that the Township must receive proof of the Respondent's business registration prior to the award of any contract. However, the proof must show that the Respondent was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of proposals.

If subcontractors are named on the Proposal, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the Respondent, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of proposals.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue

BRCs are available from the State of New Jersey Department of Treasury, Division of Revenue. BRCs can be obtained, in approximately one week's time, by following the on-line procedures at www.nj.gov/treasury/revenue/taxreg.htm.

Section 4.13 Disclosure of Contributions to New Jersey ELEC

Respondents are advised that, pursuant to N.J.S.A. 44A:20.27, all business entities who have received contracts valued in excess of \$50,000 from public entities in any calendar year must file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC). Respondents are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Section 4.14 Reserved

Section 4.15 Reserved

Section 4.16 Compliance with All Applicable Laws

The Successful Respondent shall comply with any and all Applicable Law. The Successful Respondent shall pay all regulatory fines and penalties, without limitation, assessed against the Township, or the Successful Respondent for the Successful Respondent's non-compliance, and any reasonable attorneys' and consultants' fees incurred by the Township and and/or the

Township. The Successful Respondent shall comply with and shall satisfy, and shall pay all costs or fees associated with all regulatory requirements pertaining to the above.

Section 4.17 Permits and Approvals

The Successful Respondent shall be obligated to obtain, at its sole cost and expense, all permits and approvals required for operation and management of the Golf Course Facilities.

Section 4.18 No Tax Advice Offered

BY ACCEPTING THIS RFP, AND WITHOUT ANY FURTHER ACT, RESPONDENTS ARE DEEMED TO HAVE AUTOMATICALLY ACCEPTED THE FOLLOWING, REGARDLESS OF WHETHER OR NOT THEY SUBMIT A PROPOSAL: IT SHALL BE EXPRESSLY UNDERSTOOD BY ALL POTENTIAL AND ACTUAL RESPONDENTS, INCLUDING THE SUCCESSFUL RESPONDENT, THAT SUCH RESPONDENTS SHOULD CONSULT WITH, AND RELY UPON, THEIR OWN TAX ADVISORS IN CONNECTION WITH ALL FEDERAL AND STATE TAX MATTERS IN THIS RFP, INCLUDING THE INTERPRETATION OF ANY CONTRACT DOCUMENTS, AND THAT NONE OF THE TOWNSHIP, NOR ITS ADVISORS, ARE RENDERING ANY ADVICE OR OPINION IN CONNECTION WITH SUCH TAX MATTERS.

Section 4.19 Sales Tax

The Success Respondent shall be responsible for all tax obligations arising from the operation of the Golf Course Facilities, including, but not limited to any and all obligations for the payment of sale taxes.

Section 4.20 Records Retention

Pursuant to N.J.A.C. §17:44-2.2, the Successful Respondent shall maintain all documentation related to products, transactions or Services under the Contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

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ARTICLE V
EVALUATION AND SELECTION PROCESS

Section 5.1 General

The Township, together with its evaluation team, shall review Proposals in accordance with the Evaluation Criteria set forth in this Article V. The objective of the Township in seeking Proposals in response to this RFP is to enable it to recommend a Successful Respondent to the Township that will satisfy the terms and conditions of the Contract in the most complete, dependable and cost effective manner. Each Proposal will be evaluated in terms of the reasonableness of the costs proposed, claims and/or commitments made, the completeness of the data provided, the reliability of the approach taken, the ability of the Respondent to perform, and conformance with the requirements of this RFP. Respondent shall be required to demonstrate the qualifications required in **Appendix B-10**, Statement of Respondent's Qualifications, by providing complete information requested therein.

Section 5.2 Interviews

The Township may conduct one or more interviews with qualified Respondents prior to any award to a Successful Respondent for clarification of any response to this RFP made in connection with the Contract. Interviews shall not be a forum to engage in negotiation. By submission of a Proposal and without any further action, each Respondent acknowledges and agrees that it has accepted both the Services required under the terms and conditions of the Contract and the material terms of the RFP, including all required documents and relevant Appendices. Interviews, if required by the Township, are mandatory. Failure to comply with an interview request shall disqualify a Respondent from consideration under this RFP.

Section 5.3 Evaluation Criteria

The following criteria shall be applied in determining the Successful Respondent with the weighted scores reflected therein.

- A. Technical Criteria (40% of Scoring)
 - i. Proposed Methodology:

1. Does the Respondent's proposal demonstrate a clear understanding of the scope of work and related objectives?
2. Is the Respondent's proposal complete and responsive to the specific RFP requirements?
3. Has the past performance of the Respondent's proposed methodology been documented?
4. Does the Respondent's proposal use innovative technology and techniques?

B. Management Criteria (45% of Scoring)

i. Project management:

1. How well does the proposed transition plan and scheduling timeline meet the Township's needs?
2. How well does the project management plan meet the Township's needs?
3. Does the Respondent provide innovative or interesting ideas for youth programs, in particular youth programs targeted at minority or underprivileged children?

ii. History and experience in performing the work:

1. Does the Respondent have the requisite five (5) years of experience providing operation and management services for golf courses?
2. Has the Respondent previously provide contract operation and management services for the required five (5) municipal golf courses within the past five (5) years.
3. Does the Respondent document a record of reliability of timely delivery and on-time and on-budget implementation?
4. Does the Respondent demonstrate a track record of service as evidenced by on-time, on-budget, and contract compliance performance?
5. Does the Respondent document industry or program experience?
6. Does the Respondent demonstrate knowledge of applicable law and regulations governing the operation and maintenance of public golf courses?

7. Does the Respondent have a record of moral integrity?
- iii. Availability of personnel, facilities, equipment and other resources:
 1. To what extent does the Respondent rely on in-house resources vs. contracted resources?
 2. Are the availability of in-house and contract resources documented?
 4. What equipment does the Respondent offer for use at the Golf Course Facilities and the proximity of the available equipment to the Golf Course Facilities?
 - iv. Qualification and experience of personnel:
 1. Documentation of experience in performing similar work by employees and when appropriate, sub-contractors?
 2. The qualifications of the Respondent's management, supervisory and other key staff to be assigned to the Golf Course Facilities during management and operation, with emphasis upon documented experience in successfully completing undertakings of a similar size and scope to those required by this RFP?
 3. Does the Respondent make use of business capabilities or initiatives that involve women, the disadvantaged, small and/or minority owned business establishments?
 4. Does the Respondent demonstrate cultural sensitivity in hiring and training staff?
 5. Does the Respondent provide sufficient documentation of its financial wherewithal, including its ability to finance equipment, or other costs to maintain and operate the Golf Course Facilities?

C. Cost Criteria (15% of Scoring)

- i. Cost of goods to be provided or services to be performed:
 1. Relative cost: How does the projected budget of revenues and expenses submitted by the Respondent compare to other similarly scored proposals?
 2. Does the projected budget of revenues and expenses accurately or realistically project the revenues and expenses for the operation of the Golf Course Facilities?

6. Does the Respondent's proposal accept the full risk of operations of the Golf Course Facilities?
- ii. Assurances of performance:
 1. If required, are suitable bonds, warranties, or guarantees provided?
 2. Does the proposal include quality control and assurance programs?
 - iii. Vendor's financial stability and strength:
 1. Does the vendor have sufficient financial resources to meet its obligations?
 2. Does the Respondent have the financial strength to perform under the Contract?

Section 5.4 Minimum Financial Qualifications

A. The Respondent who is to provide Services under the Contract must satisfy the following Minimum Financial Criteria, as demonstrated by independent accountant prepared financial statements:

- (1) The Respondent shall have a net worth for the three (3) most recent fiscal years of at least One Million (\$1,000,000.00) Dollars.
- (2) The Respondent shall demonstrate, to the reasonable satisfaction of the Township, positive operating results for two (2) of the three (3) most recent fiscal years.
- (3) The Respondent shall have a "coverage ratio" (calculated by dividing interest paid into net income before income taxes and before interest paid) for two (2) of the three (3) most recent fiscal years of at least 1.5 to 1.0.
- (4) The Respondent shall have a "current ratio" (i.e. Current Assets divided by Current Liabilities) for two (2) of the three (3) most recent fiscal years of at least 1.0 to 1.0.
- (5) The Respondent shall have cash and/or cash equivalents of at least Two Hundred Fifty Thousand (\$250,000.00) Dollars as of the date of its most recent independent accountant prepared financial statement. "Cash Equivalent" can include an unencumbered line of credit that the

Respondent can access during the term of the Agreement. If a Respondent satisfies this minimum financial criteria using a line of credit, the Respondent must submit evidence of the current existence of such line of credit, together with a letter from an authorized representative of the bank providing such line of credit (which bank shall have a credit rating for its long-term debt of at least "A," or the equivalent thereof, from a nationally recognized credit rating, or, alternatively, from a bank with at least \$100 million in deposits, verifying the encumbered and unencumbered amounts thereof and the ability of the Respondent to access such line of credit for use in providing the Services).

B. In addition, the Respondent shall not have had any material adverse changes in its financial position since the end of its most recent Fiscal Year.

C. In the event that the Respondent has been organized and operating for less than three (3) years, such Respondent must satisfy the above minimum qualifications for the period of time it has been organized and operating, which must be at least a minimum period of one (1) year.

D. Respondent must also be current as to all local, state and federal taxes or provide documentation that it is subject to a bona fide dispute which, if determined adversely against the Respondent, the dispute will not materially affect the Respondent's ability to perform the Contract.

Section 5.5 Basis for Award

After completion of the review of Proposals and any clarifications consistent with the RFP, and after any interviews, the Township will utilize an evaluation committee which shall review, evaluate and score the Proposals in accordance with the Evaluation Criteria in Section 5.3, the Minimum Financial Qualifications in Section 5.4, and prepare an evaluation report recommending an award to the Successful Respondent, if any. The report shall be made available to the public forty-eight (48) hours prior to the Township's acceptance of the report and recommendation of an award of a contract to the Township. Award of the Contract, if any, shall be made by resolution at the public meeting set forth in the Proposed Procurement Schedule.

APPENDIX A
CONTRACT AND AUTHORIZING DOCUMENTS

Appendix A-1	Qualified Management and Maintenance Contract
Appendix A-2	Authorizing Resolution

APPENDIX A-1

Qualified Management and Maintenance Contract

THIS OPERATING AGREEMENT (“Agreement”) is made and entered into this ____th day of August 2021, to be effective as of this ____th day of XXX, 2021 (the “Effective Date”), by and between the Township of West Orange (the “Township”) and [SUCCESSFUL RESPONDENT], with its offices located at [SUCCESSFUL RESPONDENT’S ADDRESS] (“the Contractor”) (collectively the “Parties”).

WHEREAS, on the Township is the owners of the property at 90 Rock Spring Road, also known as Block 46.01, Lot 22; Block 160, Lot 2; Block 160, Lot 10; Block 160.01, Lot 30; Block 160.01, Lot 34 on the Township tax map (the “Property”); and

WHEREAS, the Property includes an 18 hole Par 71 golf course (the “Golf Course”) and facilities including the Golf Course, the Clubhouse, and ancillary facilities for support of the Golf Course operations (the “Golf Course Facilities”); and

WHEREAS, pursuant to N.J.S.A. 40A:11-4.1, et. seq. of the Local Public Contracts Law (the “LPCL”), the Township advertised and published a Request for Proposal, annexed hereto as Exhibit “A” (the “RFP”) containing the proposed terms and conditions for a vendor to operate the Golf Course and Golf Course Facilities; and

WHEREAS, on June 18, 2021, the Township received proposals in response to the RFP, including the proposal from the Contractor, annexed hereto as Exhibit “B” (the “Proposal”); and

WHEREAS, the Township formed an evaluation committee (the “Committee”) to review and score the proposals; and

WHEREAS, the Committee recommends award of this Contract to the Contractor.

NOW THEREFORE, for valuable consideration, including the promises, covenants, representations and warranties hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally and equitably bound, agree as follows:

1. Terms and Conditions of the RPF – The Parties agree that the operation, management and maintenance of the Golf Course and Golf Course Facilities shall be performed by the Contractor pursuant to the terms and conditions set forth in the RFP, annexed hereto as Exhibit “A.” The parties agree that the terms and conditions set forth in the RFP are incorporated by reference into this Agreement as if it was stated in full herein.

2. Terms and Conditions of the Proposal – The Parties agree that that the terms and conditions which are not expressly required in the RFP, but provide for proposals from Respondents as stated in the RFP, shall be governed by the Contractor’s Proposal, annexed hereto as Exhibit “B.” The parties agree that the terms and conditions set forth in the Proposal are incorporated by reference into this Agreement as if it were stated in full herein.

3. Conflicts between RFP and the Proposal – The Parties acknowledge and agree that in the event that a particular term or condition of the RFP conflicts with a term or condition set forth in the Contractor’s Proposal, the term or condition of the RFP shall govern over the term or condition of the Proposal.

4. Exceptions – Notwithstanding paragraphs 1 through 3 of this Agreement, the parties agree that the following exceptions included in the Contractor’s Proposal shall govern, as specifically submitted separated as instructed in Section 3.13 of the RFP:

5. Payment Schedule – The Parties to the Payment Schedule as set forth in Section 2.4 of the RFP, as follows:

- (a) First, seven and a half percent (7.5%) of the Gross Revenues shall be allocated for payment of the Golf Course Fee to the Township;
- (b) Second, Operating Expenses shall be paid from the Gross Revenues less the Golf Course Fees to the Township. If the balance of the Gross Revenues less the Golf Course Fees is less than the amount necessary to pay for the Operating Expenses, the Contractor shall be responsible for the payment of any outstanding Operating Expenses.
- (c) Third, seven and a half percent (7.5%) of the Gross Revenues shall be allocated for payment of the Management Fee to the Contractor conditioned upon Gross Revenues in amounts sufficient to satisfy the required allocations in Paragraph 5(a) and Paragraph 5 (b).
- (d) Fourth, three percent (3%) of the Gross Revenues shall be allocated for deposit into a Capital Improvement Account to be set up by the Township which shall be dedicated for use towards Capital Improvements for the Golf Course Facilities and the Property conditioned upon Gross Revenues in amounts sufficient to satisfy the required allocations in Paragraph 5(a), Paragraph 5(b), and Paragraph 5(c).
- (e) Fifth, the expenses related to the debt service from the Township’s bonding for Capital Improvements to be commenced during the term of the Contract shall be paid from the Gross Revenues conditioned upon Gross Revenues in amounts sufficient to satisfy the

required allocations in Paragraph 5(a), Paragraph 5(b), Paragraph 5(c), and Paragraph 5(d).

- (f) Sixth, the remaining balance of the Gross Revenues following satisfaction of the required allocations in Paragraph 5(a), Paragraph 5(b), Paragraph 5(c), Paragraph 5(d), and Paragraph 5(e) shall be allocated evenly between the Township and the Contractor.

The Contractor shall collect all revenues from the operation of the Golf Course Facilities, the allocation of the Gross Revenues under this Payment Scheduled shall be performed on a monthly basis along with the preparation of a monthly certified reports outlining the expenses and revenues from the operations of the Golf Course Facilities. These monthly certified reports shall provide detailed breakdowns as to the specific revenues and expenses for each facility (i.e. food and beverage concessions, Primary Fees).

6. Contract Compliance Officer – Contractor agrees to the payment of a \$1,000 per month fee to fund a Contract Compliance Officer which shall be included as an Operating Expense pursuant to Paragraph 5(b). Contractor agrees to authorize and allow the Contract Compliance Officer to perform periodic inspections of the Contractor's operations of the Golf Course Facilities and to have full and complete access to all personnel and documents needed to insure compliance with this Contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen Carnevale, Municipal Clerk

By: _____
Robert D. Parisi, Mayor

WITNESS:

[SUCCESSFUL RESPONDENT].

By: _____

APPENDIX A-2

Authorizing Resolution

67-19
February 19, 2019

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") has approved execution of a contract for acquisition of the Rock Spring Golf Course (the "Golf Course") which consists of approximately 137.92 acres located at 90 Rock Spring Road, also known as: Block 46.01, Lot 22; Block 160, Lot 2; Block 160, Lot 10; Block 160.01, Lot 30; Block 160.01, Lot 34 on the Township tax map (collectively the "Property"); and

WHEREAS, the Township also seeks to investigate the possible retention of a vendor to manage, operate, and maintain the operations of the Golf Course; and

WHEREAS, N.J.S.A. 40A:11-4.1(b)(1) of the Local Public Contracts Law (the "LPCL") authorizes the Township to utilize competitive contracting in lieu of public bidding for the award of a contract for the "operation, management or administration of recreation or social service facilities or programs;" and

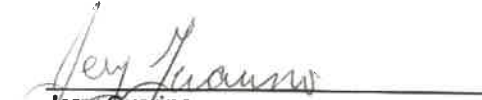
WHEREAS, competitive contracting in lieu of public bidding allows the Township to evaluate and score proposals based on weighted criteria, including technical, management and cost related criteria to ensure that the most professional operator is obtained to meet the Township's needs; and

WHEREAS, competitive contracting is the preferred methodology to awarding a contract for the operation of the Golf Course based on the need to consider a prospective vendor's experience and qualifications to perform the proposed contract; and

WHEREAS, N.J.S.A. 40A:11-4.3 of the LPCL requires that the Township Council adopt a resolution authorizing the Township to utilize competitive contracting in order to initiate the competitive contracting process.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township be and hereby is authorized to utilize competitive contracting to solicit and review proposals for the potential contract to manage, operate, and maintain the Golf Course consistent with the requirements under the LPCL.


Karen Carnevale, R.M.C.
Municipal Clerk


Jerry Guarino
Council President

Adopted: February 19, 2019

4830-2206-7590, v. 1

APPENDIX B

PROPOSAL FORMS

Appendix B-1	Qualified Management and Maintenance Contract Proposal Sheet
Appendix B-2	Respondent Information/Cover Letter
Appendix B-3	Form of Consent of Surety for Performance Bond
Appendix B-4	Form of Performance Bond
Appendix B-5	Agreement for Proposal Security in Lieu of Proposal Bond
Appendix B-6	Form of Proposal Bond
Appendix B-7	Ownership Disclosure Statement
Appendix B-8	Non-Collusion Affidavit
Appendix B-9	Consent to Investigation
Appendix B-10	Statement of Respondent's Qualifications
Appendix B-11	Acknowledgement of Receipt of Addenda
Appendix B-12	Affirmative Action Compliance/Mandatory EEO Language
Appendix B-13	Disclosure of Investment Activities in Iran
Appendix B-14	Affidavit of Qualification – New Jersey Division of Alcohol and Beverage Control
Appendix B-15	Proposal Checklist

APPENDIX B-1

QUALIFIED OPERATION, MANAGEMENT, AND MAINTENANCE CONTRACT PROPOSAL FORM

TO: TOWNSHIP OF WEST ORANGE

**RE: REQUEST FOR PROPOSALS FOR OPERATION, MANAGEMENT, AND
MAINTENANCE SERVICES FOR THE GOLF COURSE AND CLUBHOUSE
FACILITIES AT ROCK SPRING GOLF COURSE**

NAME OF RESPONDENT: _____

The undersigned, authorized to bind the above-named Respondent, hereby acknowledges Respondent's understanding and acceptance of the terms, conditions and requirements included in the RFP and all Appendices, including this **Appendix B-1**, and any addenda thereto, and proposes the following in accordance therewith:

1. General: Qualified Management Contract/Services: The Successful Respondent will be required to enter into a five (5) year Qualified Operation, Management, And Maintenance Contract with the Township, all in accordance with the terms set forth in this **Appendix B-1** Proposal Form, specifically, and all provisions of this RFP, generally.

2. Under the Contract the Successful Respondent will be required to provide the Services necessary to manage and operate the Golf Course Facilities which will consist of (1) the Golf Course, (2) the Clubhouse at Rock Spring Golf Course, and (3) certain Ancillary Facilities, all located on the Property.

3. Project Forms: The Successful Respondent will be required to enter into with the Township in the form set forth at **Appendix A-1**.

4. Instructions for completing Appendix B-1: Respondent shall complete, execute and submit **Appendix B-1** as required by the RFP, in accordance with the following:

Section A. Background Information. Respondent must completely fill out Section A, subsections 1 through 4. These subsections are self-explanatory. Note that in subsection 1, a joint venture or other joint business arrangement Respondent must list all entities in the joint venture or other joint business arrangement, and identify the managing or lead entity.

Section B. Proposal.

Subsection 3. Payment Schedule, Contract Compliance Officer Monthly Fee, and Projected Budget.

Subsection 3a. Payment Schedule. Respondent must acknowledge and agrees that if it is selected as the Successful Respondent it shall abide by the allocation of Gross Revenues consistent with the Payment Schedule and the reporting requirements set forth in Section 2.4 of the RFP.

Subsection 3b. Contract Compliance Officer Monthly Fee. Respondent acknowledges and agrees that if it is selected as the Successful Respondent, it shall pay a monthly fee of \$1,000 to cover the costs of a Contract Compliance Officer consistent with Section 2.4.1 of the RFP.

Subsection 3c. Projected Budget. Respondent must provide a projected budget showing projected revenues and projected expenses for each month of each year of the Contract.

Subsection 4. Operational Plan. Respondents shall provide a narrative operational plan which sets for the details describing the manner in which the Respondent intends to perform the services required under the Contract consistent with the requirements set forth in this RFP, including the proposed hours of operation for the Golf Course Facilities.

Subsection 5. Equipment List. Respondents shall provide a list of additional equipment, including Golf Carts, the Respondent intends to utilize for the operations at the Golf Course Facilities. As required in Section 2.6.8(b), Respondent's list of additional equipment must include no less than sixty (60) Golf Carts. Respondents shall also provide a description of the equipment and the condition of the equipment.

Subsection 6. Proposal for Primary Fees and Secondary Fees. Respondents shall provide a schedule of Primary Fees and Secondary Fees to be charged to customers at the Golf Course Facilities. Respondents shall provide a schedules for Primary Fees for: (i) a maximum, not-to-exceed amount it shall charge for Primary Fees to Township residents; (ii) a maximum, not-to-exceed amount it shall charge for Primary Fees to non-Township residents; (iii) a maximum, not-to-exceed amount it shall charge for Primary Fees to Senior Township residents; and (iv) a maximum, not-to-exceed amount it shall charge to Senior non-Township residents. Respondents may also propose rates for a seasonal pass or frequent user rates. Respondent shall provide a schedule for private golf lessons and group golf lessons. Respondent may also provide a schedule of Secondary Fees for proposed prices for all other services, goods, and concessions which constitute "Secondary Fees" as defined in this RFP.

Subsection 7. Respondents shall provide a transition plan and schedule for implementation of the Contract to meet the proposed date for opening the Golf Course Facilities to the public on May 1, 2022.

Subsection 8. Subsection 8(b) requires that Respondent provide a detailed description of any revision(s) it proposes to **Appendix A-1** and/or the Proposal Forms (**Appendices B-1 through B-15**, as appropriate) together with a justification for such revisions. The Township reserves its right, in its sole discretion, to determine whether such proposed revisions are

material or non-material, consistent with law. If deemed non-material, the Township reserves the right, in its sole discretion, to determine whether such non-material revisions are acceptable to the Township. Revisions deemed material by the Township shall result in Respondent's Proposal being rejected as nonresponsive. Accordingly, Respondents should pose all questions to the Township regarding proposed revisions, in accordance with the process established in RFP Section 1.5. This will permit the Township to consider such proposed revisions prior to the Proposal Submission Date and, if the Township deems such revisions acceptable, the Township will issue an addendum to the RFP. The Township reserves the sole and exclusive right to accept, reject or modify any and all such proposed revisions received during the period established in RFP Section 1.5.

Subsection 9. Subsection 9 allows Respondent to submit additional supplemental information at Respondent's option (see RFP Section 3.15A).

Appendix B-1 (continued)

**QUALIFIED OPERATION, MANAGEMENT, AND MAINTENANCE
CONTRACT PRICE QUOTATION**

A. Background Information:

1. Respondent: _____

[List all entities if a joint venture, and identify lead entity]

2. Date: _____, 2021

3. Contract Term if for five (5) years.

4. Respondent *Contact* Person:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail Address: _____

Cell: _____

Signature: _____

B. Proposal:

1. **General.** By executing this Proposal form, the Respondent Contact Person is authorized to bind the Respondent to all of the representations and terms of this Proposal form, and Respondent is so bound.

2. **Defined Terms and Proper Form.** Capitalized terms not defined in this Proposal form shall be as defined in the RFP.

3a. **Payment Schedule.** The Respondent acknowledges and agrees that if it is selected as the Successful Respondent it shall abide by the allocation of Gross Revenues consistent with the Payment Schedule and the reporting requirements set forth in Section 2.4 of the RFP.

3b. Contract Compliance Officer Monthly Fee. The Respondent acknowledges and agrees that if it is selected as the Successful Respondent, it shall pay a monthly fee of \$1,000 to cover the costs of a Contract Compliance Officer consistent with Section 2.4.1 of the RFP.

3c. **Projected Budget.** Respondent must provide a projected budget showing projected revenues and projected expenses for each month of each year of the Contract. If Respondent requires additional space, it can append additional pages hereto.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

5. *Equipment List.* If Respondent requires additional space, it can append additional pages hereto.

[illegible]

6. *Primary Fees and Secondary Fees.* Respondents shall attach a schedule for Primary Fees and private golf lessons, and group golf lessons. Respondents are also encouraged to provide a schedule for Secondary Fees reflecting the proposed pricing for all other services, goods, and concessions consistent with the instructions set forth in Section 2.5 of this RFP.

This image shows a full page of blank, lined paper. It features approximately 28 horizontal blue or grey lines spaced evenly apart, typical of notebook paper. The lines extend across the entire width of the page, leaving small margins at the top and bottom. There are no vertical lines, text, or other markings on the page.

8. *Non-Material Changes.* Respondents are advised that any material revisions to **Appendix A-1**, and/or the Proposal Forms in **Appendix B** shall result in Respondent's Proposal being rejected as non-responsive. If Respondent proposes to make any non-material revision(s) to these documents, Respondent shall provide a detailed description of the proposed revision(s) together with a justification for such revisions, below. The Township reserves the right, in its sole discretion, to determine whether such proposed revisions are material or non-material, consistent with law. If deemed non-material, the Township reserves the right, in their sole discretion, to determine whether such non-material revisions are acceptable to the Township.

(a) None.

(b) Respondent proposes the following changes to the following identified documents:

[attach additional sheets as necessary]

9. *Additional Information.* Provide any supplemental information that Respondent deems relevant or useful for the Township to consider in evaluating Respondent's Proposal, including any information or suggestions that Respondent deems relevant to its proposal, as contemplated by RFP Section 3.15(A).

(a) _____ None.

(b) Supplemental information provided at Respondent's option:

[attach additional sheets as necessary]

[RESPONDENT]

Signature of Authorized Agent

Type or Print Name

Title: _____

Date: _____

APPENDIX B-2

RESPONDENT INFORMATION/COVER LETTER FORM

[TO BE PLACED ON RESPONDENT'S LETTERHEAD]

Date: _____

Respondent: _____

Address: _____

Telephone: _____

Contact Person: _____

Type of Business Entity (Corporation, Partnership, Joint Venture, Other (Attach Agreement(s) governing or creating/organizing business entity))⁴:

A. GENERAL:

In submitting this Proposal, the Respondent warrants and represents that (capitalized words and terms shall have the meanings ascribed to such terms in the Request for Proposals):

1. (a) The Respondent has reviewed and understands the requirements set forth within the RFP and Appendices and, if selected, will carry out all of the requirements set forth within the RFP and the Appendices.

(b) The Respondent acknowledges and agrees that any Contract awarded pursuant to this RFP will be contingent upon the final closing of the Township's purchase of the Property and the Golf Course Facilities.

(c) The Respondent has prepared its Proposal using a complete set of Proposal Documents, including all addenda to the Request for Proposals issued by the Township, if any, prior to the date established for submission of all Proposals.

⁴ If a joint venture, partnership or other form of organization is submitting this Proposal, all such firms shall be listed and each such participant shall execute this Respondent Information/Cover Letter.

(d) All information submitted in response to the Request for Proposals is accurate and factual and all representations made regarding the Respondent's willingness and ability to perform are true and correct.

(e) The name, title and contact information of the individuals who will be responding to questions on behalf of the Respondent are:

(f) Respondent has reviewed and accepts the provisions of the RFP. Respondent is not relying on the Township nor any of their advisors regarding any federal or state tax matters set forth in the RFP, if any, and Respondent shall consult, or has consulted, with its own tax advisors regarding such matters.

(g) Respondent has submitted with its Proposal a Consent of Surety for Performance Security in the form included in this RFP as Appendix B-3. Respondent also agrees to provide the Performance Bond in a form substantially similar to Appendix B-4.

If applicable: If the Proposal is being submitted by a joint venture, special purpose entity or similar business entity of more than one firm and/or organization, list the members, firms or organizations and designate a sole contact person for the joint venture, special purpose entity or similar business entity below:

2. Except to the extent expressly disclosed in the Proposal, there has been no material adverse changes in the financial status of the Respondent since the date of the most recent financial data (including Forms 10-K and 10-Q) submitted as part of the response to this Proposal.

3. There is no action, suit or proceeding, at law or in equity, before or by any court or similar Governmental Body against the Respondent wherein any unfavorable decision, ruling or finding would adversely affect the ability of the Respondent to carry out the duties and obligations imposed upon it under the RFP, Appendices, including the Qualified Management Contract.

4. The Respondent is duly organized and validly existing in good standing and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable the Respondent to perform its obligations under the Contract. Execution of the Contract and the performance of all obligations thereunder have been authorized by all required action of the Respondent, including any action required by any charter, by-laws, and/or partnership agreement, as the case may be, and any applicable laws which regulate the conduct of the Respondent's affairs. The execution of the Contract and the performance of all obligations set forth in the RFP do not conflict with and do not constitute a breach of or an event of default under any charter, by-laws and/or partnership agreement, as the case may be, of the Respondent or any agreement, indenture, mortgage, contract or instrument to which the Respondent is a party or by which it is bound. Upon execution hereof and upon satisfaction of the conditions contained in the RFP and Appendices, including the Contract, the Contract and the requirements of the RFP will constitute a valid, legally binding obligation of the Respondent, enforceable in accordance with their terms, except to the extent that the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally and the application of the general principles of equity.

5. There is no action, suit or proceeding, at law or in equity, before or by any court or similar Governmental Body against the Respondent wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Contract, or any other agreement or instrument entered into by Respondent in connection with the transactions contemplated by the RFP and/or the Contract.

6. The Respondent has in its possession valid approvals, registrations or permits (or Respondent will have such approvals, registrations or permits prior to or simultaneously with the execution of the Contract) that, pursuant to Applicable Law, permit the Respondent to fulfill its obligations as required by the RFP and/or under and in accordance with the terms of the Contract for the term thereof.

7. The Proposal is submitted pursuant to due authorization by, and is in all respects binding upon, the Respondent. The Proposal is authorized to be prepared and submitted under and in accordance with the provisions of the documents and/or agreements that govern the Respondent's business activities.

8. No corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of the Respondent has been adjudicated to be in violation of any state or federal environmental law, or charged with or convicted of bribery, fraud, collusion, or any violation of any state or federal anti-trust or similar statute within the preceding five (5) years, or previously adjudged in contempt of any court order enforcing such laws.

9. The facilities, materials, equipment and personnel to be utilized by the Respondent in the performance of the Contract meet or exceed, in all material respects, the requirements as set forth in the RFP.

[NAME OF RESPONDENT]

By:

Name:

Title:

[SEAL]

APPENDIX B-3

**FORM OF CONSENT OF SURETY FOR
PERFORMANCE BOND**

In completing this Consent of Surety, the Surety shall not add any conditions to its obligation to provide the Performance Bond referred to herein.

In consideration of the sum of One Dollar (\$1.00), lawful money of the United States, to it in hand paid, the receipt whereof is hereby acknowledged, [NAME OF SURETY] (hereinafter, the "Surety"), organized and existing under the laws of the State of _____ and duly authorized and qualified to transact business in the State of New Jersey, the undersigned Surety, consents and agrees that if [NAME OF RESPONDENT], (hereinafter, "Respondent") is selected as the Successful Respondent and awarded a Qualified Management and Maintenance Contract by the Township of West Orange under this Request for Proposals for (RFP), the undersigned Surety will become bound as Surety for the Respondent's faithful performance, as set forth in the RFP, and the Contract, and the Surety will provide Respondent with an Performance Bond in the amount of five hundred thousand dollars (\$500,000).

This Consent of Surety shall become effective on the date set forth below and remain in effect until the Surety shall issue the Performance Bond.

IN WITNESS WHEREOF, said Surety has caused these presents to be signed and attested by a duly authorized officer, and its corporate seal to be hereto affixed this _____ day of 2021.

(A power of attorney, corporate acknowledgment and statement of authority to be attached hereto by the surety company.)

ATTEST:

By: _____
(Signature)

(Name of Surety)

Name: _____

By: _____

Title: _____

Date: _____

Date: _____

APPENDIX B-4

FORM OF PERFORMANCE BOND

The following is a form of Performance Bond that is acceptable to the Township. In providing the Performance Bond, it shall not contain any conditions to its issuance or any conditions to the obligations of the surety company issuing same, except as expressly provided in this form of Performance Bond.

Date:

_____, **PRINCIPAL**

_____, **SURETY**

THE TOWNSHIP OF WEST ORANGE, OBLIGEE

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named OBLIGEE, in the just and full sum of five hundred thousand dollars (\$500,000) for the payment of which sum well and truly to be made, the said PRINCIPAL and SURETY bind themselves, their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has entered into a certain Contract with the OBLIGEE, dated _____, 2021 (the "Contract"), whereby the PRINCIPAL shall provide Services to OBLIGEE, which Contract is by reference made a part hereof, as if set forth in full herein.

NOW THEREFORE, the condition of this obligation is such that, if the PRINCIPAL shall faithfully perform its obligations under the Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER:

Whenever the PRINCIPAL shall be, and is, declared to be in default of its obligations under the Contract by the OBLIGEE, the OBLIGEE having performed its obligations under the Contract, the SURETY may promptly remedy the default or shall promptly as follows:

(1) Perform the obligations under the Contract in accordance with the terms and conditions of the Contract, or

(2) Obtain a Proposal or Proposals for performance of the obligations under the Contract in accordance with the terms and conditions of the Contract, and upon a determination by SURETY and the OBLIGEE of the lowest responsible Respondent, arrange for a contract between such Respondent and the OBLIGEE, and make available as services continue (even though there should be a default or a succession of defaults under the contract or contracts arranged under this paragraph) sufficient funds to pay the cost of performance of such said obligations; but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof.

(3) After investigation, determine the amount for which it may be liable to the OBLIGEE and, as soon as practicable after the amount is determined, tender payment therefor to the OBLIGEE.

(4) Without waiver of any rights of the OBLIGEE, notify the OBLIGEE of the denial of liability in whole or in part citing reasons therefor.

Notwithstanding any term or condition contained in the Contract to the contrary, it is understood and agreed that the PRINCIPAL's and SURETY'S obligation under this bond shall not be assigned without the written consent of the PRINCIPAL and the SURETY, which consent shall not unreasonably be withheld.

The PRINCIPAL and the SURETY shall not be liable to the OBLIGEE in the aggregate in excess of the penal sum above stated. Any payment made by the SURETY in good faith under this bond shall reduce the bond amount stated by a like amount.

The SURETY hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract or in or to the specifications therefor shall in any way affect the obligation of the SURETY on this Bond.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above.

PRINCIPAL:

Title

SURETY:

Attorney-in-fact

[SEAL OF SURETY]

APPENDIX B-5

AGREEMENT FOR PROPOSAL SECURITY IN LIEU OF PROPOSAL BOND

**(THIS FORM IS TO BE COMPLETED IF THE RESPONDENT
DOES NOT PROVIDE A PROPOSAL BOND WITH ITS PROPOSAL.)**

This Proposal is accompanied by proposal security in the form of a Certified Check or Cashier's Check drawn on the

(name of banking institution)

(address of banking institution)

in the amount of Twenty Thousand (\$20,000) Dollars.

(The undersigned Respondent hereby agrees that if its Proposal shall be accepted by the Township of West Orange (the "Township") and the undersigned shall fail to execute and deliver the Services to be performed pursuant to the Contract and provide the Performance Bond within ten (10) days of the issuance of a Notice to Proceed by the Township and in accordance with the terms and requirements of the Request for Proposals, and the Contract, then the undersigned shall be deemed to have abandoned the Contract, and thereupon the Proposal and its acceptance shall be null and void. In such event, the certified or cashier's check herewith submitted as Proposal security shall be due and payable thereunder to the Township as liquidated damages; otherwise said check or the amount thereof, shall be returned to the undersigned concurrently upon the issuance of a Notice to Proceed, if any, by the Township, and the receipt by the Township of the Successful Respondent's Performance Bond.

The undersigned Respondent hereby understands and agrees that the Successful Respondent's Performance Bond shall be submitted to the Township upon the issuance of a Notice to Proceed, which may be issued by the Township at any time during the Term of the Contract. The undersigned Respondent hereby understands and agrees that the Township shall retain the Successful Respondent's certified check or cashier's check submitted as proposal security until the issuance of a Notice to Proceed by the Township, and the receipt by the Township of the Successful Respondent's Performance Bond.

[NAME OF RESPONDENT]

By:

Attach Cashier's or
Certified Check
Payable to the order
of **The Township of West Orange.**

Print Name:
Title:

APPENDIX B-6

FORM OF PROPOSAL BOND

**(THIS FORM IS TO BE COMPLETED IF THE RESPONDENT PROVIDES
A PROPOSAL BOND WITH ITS PROPOSAL INSTEAD OF A CERTIFIED CHECK
OR CASHIER'S CHECK.)**

KNOW ALL MEN BY THESE PRESENTS, that, [NAME OF RESPONDENT], as Principal (hereinafter, the "Principal") and [NAME OF SURETY], a [Corporation] [Partnership] duly organized under the laws of the State of _____, as Surety (hereinafter, the "Surety"), are held and firmly bound under the **TOWNSHIP OF WEST ORANGE**, as Obligee (hereinafter, the "Obligee"), in the sum of **TWENTY THOUSAND (\$20,000) DOLLARS** lawful money of the United States of America, for which payment well and truly to be made, the said Principal and Surety bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted or is about to submit to the Obligee a Proposal for compliance with the terms and conditions of the Request for Proposals, dated May 15, 2021 and the Contract, which Proposal is made a part hereof;

NOW THEREFORE, the Surety hereby understands that if the said Proposal is accepted and the Contract be awarded to the Respondent, said Principal will execute the Contract and give the Performance Bond with Surety acceptable to the Obligee for the faithful performance of Obligee's obligations under the Contract, as set forth in the RFP and in accordance with the terms and conditions of the Contract, or if the Principal shall fail to enter such agreement and give such Performance Bond, then the Principal shall be deemed to have abandoned the Contract, and thereupon the Proposal and its acceptance shall be null and void. In such event, Surety hereby agrees that it will pay to the Obligee the Penal amount of this Proposal Bond as liquidated damages; otherwise said Bond shall be returned to the undersigned concurrently upon the issuance of a Notice to Proceed, if any, by the Obligee or Township of West Orange (the "Township"), and the receipt by the Obligee or the Township of the Successful Respondent's Performance Bond.

It is agreed that this Proposal Bond shall be effective on the date the Proposal is submitted and will continue in full force until the issuance of a Notice to Proceed by the Obligee, and the receipt by the Obligee of the Successful Respondent's Performance Bond.

In the presence of:

_____ (Seal)

PRINCIPAL

TITLE

WITNESS

SURETY (Seal)

WITNESS

APPENDIX B-7

TOWNSHIP OF WEST ORANGE

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

Name of Respondent's Business: _____

CHECK ONE:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

☐ If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Partnership

☐ Limited Liability Company

☐ Limited Liability Corporation

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Percentage of Stock Ownership:	Percentage of Stock Ownership:
Name:	Name:
Home Address:	Home Address:
Percentage of Stock Ownership:	Percentage of Stock Ownership:
Name:	Name:
Home Address:	Home Address:
Percentage of Stock Ownership:	Percentage of Stock Ownership:

Subscribed and sworn to
before me this ____ day
of _____, 20__

Print name of affiant

Notary public of

My Commission expires _____

APPENDIX B-8

TOWNSHIP OF WEST ORANGE

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

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

I am _____ (Title or position) of the firm of
_____ (Name of firm) , the Respondent making this Proposal, and that I
executed the said Proposal with full authority so to do; that said Respondent has not, directly or
indirectly entered into any agreement, participated in any collusion, or otherwise taken any action
in restraint of free, competitive contracting in connection with the Request for Proposals, dated
_____, 2021, issued by the Township of West Orange (the "Township"); and that all
statements contained in said Proposal and in this affidavit are true and correct, and made with full
knowledge that the Township will rely upon the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the Contract.

I further warrant that no person or selling agency has been employed or retained to solicit or secure
such contract upon an agreement or understanding for a commission, percentage, brokerage, or
contingent fee, except bona fide employees or bona fide employees or bona fide established
commercial or selling agencies maintained by _____
(N.J.S.A. 52:34-25) (Name of Respondent)

Subscribed and sworn to
Before me this _____ day
Of _____, 2021

(print name of affiant under signature)

Notary public of

My Commission expires _____

APPENDIX B-9

TOWNSHIP OF WEST ORANGE

CONSENT TO INVESTIGATION

The Respondent hereby gives its consent to the Township of West Orange (the "Township"), or its authorized representatives, to investigate and verify all information contained in the Proposal submitted herewith in response to the Request for Proposals, dated May 15, 2021, with respect to the Contract, including financial and law enforcement information relating to the Respondent. The Respondent agrees that all financial institutions, law enforcement agencies, and regulatory agencies are authorized to release information verifying those representations and/or submissions made by the Respondent. The Respondent further agrees that the Township and/or its authorized representatives are authorized to inspect all premises and relevant records of the Respondent in order to verify information contained in the Proposal.

The Respondent agrees that a photocopy of this Consent to Investigation may be accepted by any agency or institution in lieu of the original.

Name of Respondent¹

Respondent's Address:

By: _____
(Signature)

Name:

Title:

Date:

¹ If a joint venture, partnership or other form of organization is submitting this Proposal, all such firms shall be listed and each such participant shall execute this Form.

APPENDIX B-10

TOWNSHIP OF WEST ORANGE

STATEMENT OF RESPONDENT'S QUALIFICATIONS

(This form must be completed and submitted with Proposal, one form for each entity if a joint proposal or joint venture)

1. If Firm is a Corporation, list state of incorporation:

2. _____
If Firm is a Partnership, list names of partners:

All questions must be answered and the data given must be concise, *comprehensive* and acceptable to the Owner. Attach separate sheets wherever necessary to properly answer question.

1. Firm name.
2. Principal address,
3. Year firm was organized.
4. Where and when incorporated.
5. The number of years of firm's experience in providing services and/or performing similar contracts similar to those set forth in this RFP is _____. Describe in detail experience of Respondent and/or principals thereof in providing operation and management services and/or operating golf courses. For all golf facilities where continuous contract operation and management services have been provided for two (2) years or more, provide client name, contact, address and phone number and a brief description of the project. Note: Respondents, or principals thereof, must have a minimum of five (5) years' experience providing contract operation and management services for golf courses.
6. List of comparable work completed by Respondent within the past 5 years and any jobs/contracts currently in progress and provide at least 3 references, including contact information for services/contracts/work of similar size and scope. Include the cost for each contract, and beginning and completion dates. Note: Respondents, or principals thereof, must have experience with a minimum of five (5) municipal golf courses for which they have provided contract operation and management services.

7. List default experience on previous contracts/projects similar to this RFP, within the past 10 years.
8. List present comparable contracts presently underway.
9. List major equipment available for the Contract and provide the following information regarding technical, managerial and supervisory personnel experienced in providing supervision, trouble-shooting, evaluations, and other technical information in support of management, operation and maintenance of a public golf course as set forth in this RFP: names, education, experience and years of service with the Respondent of these employees.
10. Credit line (substantiate submittal).
11. Respondent shall currently have under successful operation at least four (4) golf courses. List at least four (4) golf courses, preferably public facilities in the northeast/mid-Atlantic region of the United States that Respondent has successfully operated, either by virtue of ownership, service contracts or leases. Provide names of the golf courses, contact information for a reference for each, the dates of ownership, lease or operation, and a general description of services provided.
12. Respondent shall provide complete financial statements, including the following statements for the current fiscal year-to-date and the prior fiscal year: (i) balance statement detailing cash and cash equivalents, current assets, current liabilities, stockholder equity, (H) statement of operations detailing pre-tax earnings, and (iii) statement of cash flows. The Respondent shall also submit any other information that the Respondent believes to be relevant to demonstrate its financial strength. In the case of a subsidiary or affiliate, statements must provide information with respect to the operating entity.
13. Respondent must provide complete financial statements for the current fiscal year to date and prior fiscal year, including balance statement (detailing cash and cash equivalents, current assets, current liabilities, stockholder equity), statement of operations (detailing pre-tax earnings) and statement of cash flows.
14. No litigation shall be pending or brought against the Respondent, including owners and principals, that could materially affect its ability to perform under the Qualified Management Contract as provided in this RFP. List all threatened and pending claims, litigation and judgments or settlements, and any government enforcement actions or penalties pending or assessed by any regulatory agency having jurisdiction over permit compliance, worker health and safety, or labor laws, as these issues relate to performance under the Qualified Management Contract. (If none, so state).
15. List the names and contact information for Respondent's banks or other financial institutions.
16. Respondent shall have at least one PGA or LPGA Class "A" Golf Professional on staff; and a Greens Superintendent/Agronomist on staff or contracted, with a minimum of the following license/permits: (1) Commercial Pesticide Application; (2) Commercial Application of Pesticides

for Turf and Ornamentals; and at least one individual with computer programming operations experience for the computer controlled irrigation systems.

Identify and list the license numbers/permit numbers of the Superintendent/Agronomist for the required licenses, above, and identify the names and experience, and provide resumes, for all key personnel, including the licensed personnel.

17. Respondent provides the evidence of its ability to conduct facility and grounds evaluations and to implement improvements in operations and maintenance practices to improve performance, condition, efficiency and reliability.

18. Respondent provides the following information regarding its approach to sharing information with the Township relative to technical, budgetary and financial matters. Examples of reports to be provided are operation and management schedules, budgets, etc.

19. Respondent provides the following organization chart and description of resources regarding the corporate resources, staff and personnel deemed necessary to perform in accordance with the terms and conditions of the Qualified Management Contract.

Date: _____

Respondent

By:

TITLE:

STATE OF _____

(Name of Respondent), being duly sworn, deposes and says that he is _____ (Title/Position) of _____ and that the answers to the foregoing questions and all statement therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public

My Commission expires: _____

APPENDIX B-11

TOWNSHIP OF WEST ORANGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Respondent¹ hereby acknowledges receipt of the following Addenda:

Addendum Number Receipt	Dated	Acknowledge (initial)

☐ No addenda were received: *(Respondent must check if no addenda were received)*

Acknowledged for: _____
(Name of Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

¹ If a joint venture, partnership or other formal organization or firm submits this Proposal, all such firms shall be listed and each such participant shall execute this Proposal Form.

**APPENDIX B-12
TOWNSHIP OF WEST ORANGE**

**N.J.S.A. 10:5-31 et seq, N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

GOODS, PROFESSIONAL SERVICES 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, the contractor will take affirmative action to ensure that such applicants are recruited and employed, 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 action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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 subcontractors, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers representative of the contractors commitments under this act 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 the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, 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 to 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 conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and conform with the applicable employment goals, 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 goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

APPENDIX B-13

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Respondent: _____

PART 1: CERTIFICATION

**RESPONDENTS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE BID NON-
RESPONSIVE**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's bid non-responsive.** If the Township finds a person or entity to be in violation of law, the Township shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☐ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO
INVESTMENT ACTIVITIES IN
IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS, PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE PROVIDE ON A SEPARATE ATTACHED PAGE.

Name _____ Relationship to Bidder _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Officer Contact Name _____ Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Township is relaying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the state in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Name Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

**APPENDIX B-14
TOWNSHIP OF WEST ORANGE**

**AFFIDAVIT OF QUALIFICATION FOR
OWNERSHIP INTEREST IN OR ASSOCIATION WITH
A NEW JERSEY ALCOHOLIC BEVERAGE LICENSE OR PERMIT**

_____)
STATE OF _____)
_____)
COUNTY OF _____)
_____)
_____)

I, _____, residing at _____,
_____, of full
age, being duly sworn according to law, upon my oath depose and say:

1. I am a _____ [shareholder/member/
partner/sole proprietor] of _____ [corporate
or partnership entity, if any] holding the office or title of _____
and am duly authorized to make this affidavit.

2. An application for a New Jersey _____
_____ [specify type of license or permit] by
_____ [name of applicant] has been filed
with the New Jersey Division of Alcoholic Beverage Control.

3. This affidavit is submitted in support of my qualification to have an ownership interest
in or association with a New Jersey Alcoholic Beverage license or permit issued pursuant to the
laws of the State of New Jersey, including Title 33, New Jersey Revised Statutes, entitled
"Intoxicating Liquors."

4. I represent that pursuant to N.J.S.A. 33:1-25, I am qualified to hold an interest in or associate with a New Jersey alcoholic beverage license or permit according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder and any pertinent local ordinances and conditions imposed consistent with Title 33.

5. I represent that I meet all New Jersey mandated qualifications including that:

- a. I am 18 years of age or older;
- b. I have not been convicted of a crime of moral turpitude;
- c. I am a reputable person who will operate the licensed business in a reputable manner;
- d. I have fully and completely disclosed all beneficial interests in the entity to be licensed;
- e. I have no ownership in nor am I an officer or director of any corporation that is an alcoholic beverage manufacturer or wholesaler;
- f. I do not have an interest in more than two retail licenses, except as otherwise permitted under N.J.S.A. 33:1-12.32;
- g. I am not ineligible for licensure for 2 years or more because of prior revocation; and
- h. I am not a peace or police officer or any other person whose powers and duties includes the enforcement of the New Jersey Alcoholic Beverage Control laws or regulations, or holds an interest in or am I an officer in a for-profit corporation in which any peace or police officer has a direct or indirect interest in.

6. I understand that if I do not meet with the qualification requirements of Title 33 of the New Jersey Statutes and regulations promulgated thereunder, after a criminal background investigation is conducted on me, I cannot hold an interest in any New Jersey liquor license or permit. I also understand that if am disqualified, I must divest myself of an interest in or association with any New Jersey liquor license or permit within a time frame specified by the Director.

7. I make the foregoing statements realizing that the Division of Alcoholic Beverage Control will rely on them. I am also aware that any misstatements or omissions of material facts that is made by me are grounds for suspension or revocation of any New Jersey Alcoholic Beverage license or permit that I may have an interest in or association with.

8. I make the foregoing statements and represent that under penalty of perjury, the foregoing statements are true and correct.

By: _____

Name: _____

Title: _____

Signed and Sworn to before me on this

_____ day of _____, 2021.

**APPENDIX B-15
TOWNSHIP OF WEST ORANGE**

PROPOSAL CHECKLIST

**REQUEST FOR PROPOSALS
FOR OPERATION, MANAGEMENT, AND
MAINTENANCE SERVICES FOR THE GOLF COURSE AND
CLUBHOUSE FACILITIES AT ROCK SPRING GOLF COURSE**

PROPOSAL CHECK-LIST

The following is a check-list of all items that each **Respondent shall submit with its Proposal** in order for its Proposal to be considered by the Township in accordance with the provisions of the RFP. Capitalized terms not defined in this check-list shall be as defined in the RFP. Respondents shall submit a copy of this Proposal Checklist with their Proposals.

(1) The following documents shall be considered mandatory items that shall be submitted as part of the Proposal. Failure to submit any of the following shall be deemed a fatal defect that cannot be cured, and will result in mandatory rejection of the Proposal as unresponsive to the RFP:

		CHECK
(a)	Appendix B-1	Qualified Management and Maintenance Proposal Sheet ()
	Appendix B-2	Respondent Information/Cover Letter ()
	Appendix B-3	Consent of Surety ()
	Appendix B-5**	Agreement for Proposal Security in Lieu of Proposal Bond ... ()
	Appendix B-6**	Proposal Bond ()
	Appendix B-7	Ownership Disclosure Statement ()
	Appendix B-10	Statement of Respondent's Qualifications ()
	Appendix B-11	Acknowledgement of Receipt of Addenda ()
	Appendix B-13	Disclosure of Investment Activities in Iran ()

**Provide Appendix B-5 or B-6, as applicable (Proposal Bond, Cashier's Check or Certified Check (RFP *Section 4.2*)

(2) Failure to submit any of the following documents with submission of the Proposal may be cause for rejection of the Proposal:

CHECK

(a)	Appendix B-8	Non-Collusion Affidavit ()
	Appendix B-9	Consent to Investigation ()
	Appendix B-12	Affirmative Action Compliance/Mandatory EEO Language .. ()
	Appendix B-14	Affidavit of Qualification – New Jersey Division of Alcohol and Beverage Control ()
	Appendix B-15	Proposal Checklist ()

(b) Business Registration Certificate (RFP Section 4.12)(☐)

A copy of the State of New Jersey Department of the Treasury Division of Revenue, Business Registration Certificate (“BRC”) should be included with the proposal as it must be received by the Township prior to the award of the contract. The BRC provided must show that the Respondent was registered at the time of receipt of proposals or the proposal will be rejected.

TOWNSHIP OF WEST ORANGE
ADDENDUM #1 TO REQUEST FOR PROPOSALS
FOR OPERATION, MANAGEMENT AND
MAINTENANCE SERVICES FOR THE GOLF COURSE AND
CLUBHOUSE FACILITY AT ROCK SPRING GOLF COURSE

New Proposal Due Date: Tuesday, June 22, 2021 at 1:00 P.M.

The Township of West Orange (the “Township”) issues this Addendum #1 to the Request for Proposals for Operation, Management and Maintenance Services for the Golf Course and Clubhouse Facility at Rock Spring Golf Court (the “RFP”) advertised on Saturday, May 15, 2021. This addendum is issued to reschedule the deadline for submission of Proposals in response to the and shall supersede any conflicting section of the original RFP. This Addendum #1 must be acknowledged in your proposal utilizing the form captioned “Acknowledgement of Receipt of Addenda” annexed to the RFP as Appendix B-11. Failure to acknowledge Addendum #1, as well as any subsequent issued Addenda shall be cause for rejection of your proposal.

TOWNSHIP OF WEST ORANGE
ADDENDUM #2 TO REQUEST FOR PROPOSALS
FOR OPERATION, MANAGEMENT AND
MAINTENANCE SERVICES FOR THE GOLF COURSE AND
CLUBHOUSE FACILITY AT ROCK SPRING GOLF COURSE

Proposal Due Date: Tuesday, June 22, 2021 at 1:00 P.M.

The Township of West Orange (the "Township") issues this Addendum #2 to the Request for Proposals for Operation, Management and Maintenance Services for the Golf Course and Clubhouse Facility at Rock Spring Golf Court (the "RFP") initially advertised on Saturday, May 15, 2021. Failure to acknowledge Addendum #2, along with the previously issued Addendum #1, as well as any subsequent issued Addenda shall be cause for rejection of your proposal.

Amendment to the RFP

The Township amends the RFP as follows:

Section 2.1 of the RFP shall be amended from:

The Contract will require the Successful Respondent to perform Operation. Management. And Maintenance Services as set forth in Appendix A-4 for a period of five (5) years, and such services (collectively the "Services").

to now read:

The Contract will require the Successful Respondent to perform Operation. Management. And Maintenance Services as set forth in Article II of the RFP for a period of five (5) years, and such services (collectively the "Services").

Questions regarding the RFP

Pursuant to the instructions set forth in the RFP, the Township responds the question(s) received regarding the RFP as follows:

1. Is the Township looking for a LEASE partner or are you looking for a FEE BASED management partner?

Answer: The Township is not seeking a lease partner. The Contract will be based upon the payment schedule set forth in Section 2.4 of the RFP.

Exhibit “B”



PROFESSIONAL MANAGEMENT OF

ROCK SPRING GOLF CLUB

TOWNSHIP OF WEST ORANGE, NJ

RFP Issued May 15, 2021

Submittal: June 22, 2021





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SECTION I

Respondent Information/Cover

Letter Appendix B-2



APPENDIX B-2

RESPONDENT INFORMATION/COVER LETTER FORM

Date: June 16, 2021

Respondent: KemperSports Management, Inc.

Address: 500 Skokie Blvd. | Suite 444 | Northbrook, IL | 60062

Telephone: 847-480-4856

Contact Person: Ben Blake

Type of Business Entity (Corporation, Partnership, Joint Venture, Other (Attach Agreement(s) governing or creating/organizing business entity)): Corporation

A.GENERAL:

In submitting this Proposal, the Respondent warrants and represents that (capitalized words and terms shall have the meanings ascribed to such terms in the Request for Proposals):

1. (a) The Respondent has reviewed and understands the requirements set forth within the RFP and Appendices and, if selected, will carry out all of the requirements set forth within the RFP and the Appendices.

(b) The Respondent acknowledges and agrees that any Contract awarded pursuant to this RFP will be contingent upon the final closing of the Township's purchase of the Property and the Golf Course Facilities.

(c) The Respondent has prepared its Proposal using a complete set of Proposal Documents, including all addenda to the Request for Proposals issued by the Township, if any, prior to the date established for submission of all Proposals.

(d) All information submitted in response to the Request for Proposals is accurate and factual and all representations made regarding the Respondent's willingness and ability to perform are true and correct.

(e) The name, title and contact information of the individuals who will be responding to questions on behalf of the Respondent are:

Ben Blake

Executive Vice President

847-480-4856

bblake@kempersports.com

(f) Respondent has reviewed and accepts the provisions of the RFP. Respondent is not relying on the Township nor any of their advisors regarding any federal or state tax matters set forth in the RFP, if any, and Respondent shall consult, or has consulted, with its own tax advisors regarding such matters.

(g) Respondent has submitted with its Proposal a Consent of Surety for Performance Security in the form included in this RFP as Appendix B-3. Respondent also agrees to provide the Performance Bond in a form substantially similar to Appendix B-4.



If applicable: If the Proposal is being submitted by a joint venture, special purpose entity or similar business entity of more than one firm and/or organization, list the members, firms or organizations and designate a sole contact person for the joint venture, special purpose entity or similar business entity below: NA

2. Except to the extent expressly disclosed in the Proposal, there has been no material adverse changes in the financial status of the Respondent since the date of the most recent financial data (including Forms I 0-K and I 0-Q) submitted as part of the response to this Proposal.

3. There is no action, suit or proceeding, at law or in equity, before or by any court or similar Governmental Body against the Respondent wherein any unfavorable decision, ruling or finding would adversely affect the ability of the Respondent to carry out the duties and obligations imposed upon it under the RFP, Appendices, including the Qualified Management Contract.

4. The Respondent is duly organized and validly existing in good standing and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable the Respondent to perform its obligations under the Contract. Execution of the Contract and the performance of all obligations thereunder have been authorized by all required action of the Respondent, including any action required by any charter, by-laws, and/or partnership agreement, as the case may be, and any applicable laws which regulate the conduct of the Respondent's affairs. The execution of the Contract and the performance of all obligations set forth in the RFP do not conflict with and do not constitute a breach of or an event of default under any charter, by-laws and/or partnership agreement, as the case may be, of the Respondent or any agreement, indenture, mortgage, contract or instrument to which the Respondent is a party or by which it is bound. Upon execution hereof and upon satisfaction of the conditions contained in the RFP and Appendices, including the Contract, the Contract and the requirements of the RFP will constitute a valid, legally binding obligation of the Respondent, enforceable in accordance with their terms, except to the extent that the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally and the application of the general principles of equity.

5. There is no action, suit or proceeding, at law or in equity, before or by any court or similar Governmental Body against the Respondent wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Contract, or any other agreement or instrument entered into by Respondent in connection with the transactions contemplated by the RFP and/or the Contract.

6. The Respondent has in its possession valid approvals, registrations or permits (or Respondent will have such approvals, registrations or permits prior to or simultaneously with the execution of the Contract) that, pursuant to Applicable Law, permit the Respondent to fulfill its obligations as required by the RFP and/or under and in accordance with the terms of the Contract for the term thereof.

7. The Proposal is submitted pursuant to due authorization by, and is in all respects binding upon, the Respondent. The Proposal is authorized to be prepared and submitted under and in accordance with the provisions of the documents and/or agreements that govern the Respondent's business activities.



8. No corporation, partnership, Individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of the Respondent has been adjudicated to be in violation of any state or federal environmental law, or charged with or convicted of bribery, fraud, collusion, or any violation of any state or federal anti-trust or similar statute within the preceding five (5) years, or previously adjudged in contempt of any court order enforcing such laws.

9. The facilities, materials, equipment and personnel to be utilized by the Respondent in the performance of the Qualified Management Contract meet or exceed, in all material respects, the requirements as set forth in the RFP.

By: KemperSports Management, Inc.

Name: Ben Blake

Title: Executive Vice President

A handwritten signature in blue ink that reads "Ben Blake".



SECTION II
GENERAL INFORMATION

Date: June 16, 2021

Respondent: KemperSports Management, Inc.

Address: 500 Skokie Blvd. | Suite 444 | Northbrook, IL | 60062

Telephone: 847-480-4856

Contact Person: Ben Blake

Type of Business Entity (Corporation, Partnership, Joint Venture, Other (Attach Agreement(s) governing or creating/organizing business entity)): Corporation

State of Incorporation: IL

By: KemperSports Management, Inc.

Name: Ben Blake

Title: Executive Vice President



SECTION III
RESPONDENT'S FINANCIAL INFORMATION

As a matter of policy, Kemper Sports does not provide its financial statements in a public RFP. However, we are willing to make available our company financial statements to the City in a private and confidential setting, if Kemper Sports is selected (or as a condition of being selected) for this project. Please see the bank reference from BMO on the following page.

By: KemperSports Management, Inc.

Name: Ben Blake

Title: Executive Vice President

A handwritten signature in blue ink that reads "Ben Blake".

June 2, 2021

Jim Lawler
Kemper Sports Management Inc.
500 Skokie Blvd, 5th Floor
Northbrook, IL 60062

RE: Bank Reference

To Whom It May Concern:

Kemper Sports Management, Inc. has been a customer of BMO Harris Bank N.A. for 25 years and has been held in high regard throughout this time. Kemper Sports currently has a borrowing and depository relationship with BMO Harris.

BMO Harris considers Kemper Sports' management team strong and capable. Throughout our relationship with Kemper Sports, the company has generated satisfactory financial results, maintained adequate liquidity, handled its accounts in a satisfactory manner, and remained in good standing with BMO Harris

Please contact me if you have questions or need additional information.

Sincerely,



Vicky M. Hitz
Assistant Vice President /CBSA
BMO Harris Bank N.A.
(312) 462-3339
Vicky.hitz@bmo.com



SECTION IV
QUALIFIED MANAGEMENT AND MAINTENANCE CONTRACT QUOTATION SHEET
APPENDIX B-1

APPENDIX B-1

QUALIFIED OPERATION, MANAGEMENT, AND MAINTENANCE CONTRACT PRICE QUOTATION

TO: TOWNSHIP OF WEST ORANGE

**RE: REQUEST FOR PROPOSALS FOR OPERATION, MANAGEMENT, AND
MAINTENANCE SERVICES FOR THE GOLF COURSE AND CLUBHOUSE
FACILITIES AT ROCK SPRING GOLF COURSE**

NAME OF RESPONDENT Kemper Sports Management, Inc

The undersigned, authorized to bind the above-named Respondent, hereby acknowledges Respondent's understanding and acceptance of the terms, conditions and requirements included in the RFP and all Appendices, including this **Appendix B-1**, and any addenda thereto, and proposes the following in accordance therewith:

- 1. General: Qualified Management Contract/Services:** The Successful Respondent will be required to enter into a five (5) year Qualified Operation, Management, And Maintenance Contract with the Township, all in accordance with the terms set forth in this **Appendix B-1** Proposal Form, specifically, and all provisions of this RFP, generally.
- 2.** Under the Contract the Successful Respondent will be required to provide the Services necessary to manage and operate the Golf Course Facilities which will consist of (1) the Golf Course, (2) the Clubhouse at Rock Spring Golf Course, and (3) certain Ancillary Facilities, all located on the Property.
- 3. Project Forms:** The Successful Respondent will be required to enter into with the Township in the form set forth at **Appendix A-1**.
- 4. Instructions for completing Appendix B-1:** Respondent shall complete, execute and submit **Appendix B-1** as required by the RFP, in accordance with the following:

Section A. Background Information. Respondent must completely fill out Section A, subsections 1 through 4. These subsections are self-explanatory. Note that in subsection 1, a joint venture or other joint business arrangement Respondent must list all entities in the joint venture or other joint business arrangement, and identify the managing or lead entity.

Section B. Proposal.

Subsection 3. Payment Schedule, Contract Compliance Officer Monthly Fee, and Projected Budget

Subsection 3a. Payment Schedule. Respondent must acknowledge and agrees That if it is selected as the Successful Respondent it shall abide by the allocation of Gross Revenues consistent with the Payment Schedule and the reporting requirements set forth in Section 2.4 of the RFP.

Subsection 3b. Contract Compliance Officer Monthly Fee. Respondent acknowledges and agrees that if it is selected as the Successful Respondent, it shall pay a monthly fee of \$1,000 to cover the cost of a Contract Compliance Officer consistent with Section 2.4.1 of the RFP.

Subsection 3c. Projected Budget. Respondent must provide a projected budget showing projected revenues and projected expenses for each month of each year of the Contract.

Subsection 4. Operational Plan. Respondents shall provide a narrative operational plan which sets for the details describing the manner in which the Respondent intends to perform the services required under the Contract consistent with the requirements set forth in this RFP, including the proposed hours of operation for the Golf Course Facilities.

Subsection 5. Equipment List. Respondents shall provide a list of additional equipment, including Golf Carts, the Respondent intends to utilize for the operations at the Golf Course Facilities. As required in Section 2.6.8(b), Respondent's list of additional equipment must include and Company must provide no less than sixty (60) Golf Carts. Respondents shall also provide a description of the equipment and condition of the equipment.

Subsection 6. Proposal for Primary Fees and Secondary Fees. Respondents shall provide a schedule of Primary Fees and Secondary Fees to be charged to customers at the Golf Course Facilities. Respondents shall provide a schedules for Primary Fees for: (i) a maximum, not-to-exceed amount it shall charge for Primary Fees to Township residents; (ii) a maximum, not-to-exceed amount it shall charge for Primary Fees to non-Township residents; (iii) a maximum, not-to-exceed amount it shall charge for Primary Fees to Senior Township residents; and (iv) a maximum, not-to-exceed amount it shall charge to Senior non-Township residents. Respondents may also propose rates for a seasonal pass or frequent user rates. Respondent shall provide a schedule for private golf lessons, group golf lessons, and use of the Driving Range. Respondent may also provide a schedule of Secondary Fees for proposed prices for all other services, goods, and concessions which constitute "Secondary Fees" as defined in this RFP.

Subsection 7. Respondents shall provide a transition plan and schedule for implementation of the Contract to meet the proposed date for opening the Golf Course Facilities to the public on May 1, 2022.

Subsection 8. Subsection 8(b) requires that Respondent provide a detailed description of any revision(s) it proposes to **Appendix A-1** and/or the Proposal Forms (**Appendices B-1 through B-15**, as appropriate) together with a justification for such revisions. The Township reserves its right, in its sole discretion, to determine whether such proposed revisions are material or non-material, consistent with law. If deemed non-material, the Township reserves the right, in its sole discretion, to determine whether such non-material revisions are acceptable to the Township. Revisions deemed material by the Township shall result in Respondent's Proposal being rejected as nonresponsive. Accordingly, Respondents should pose all questions to the Township regarding proposed revisions, in accordance with the process established in RFP Section 1.5. This will permit the Township to consider such proposed revisions prior to the Proposal Submission Date and, if the Township deems such revisions acceptable, the Township will issue an addendum to the RFP. The Township reserves the sole and exclusive right to accept, reject or modify any and all such proposed revisions received during the period established in RFP Section 1.5.

Subsection 9. Subsection 9 allows Respondent to submit additional supplemental information at Respondent's option (see RFP Section 3.15A).

Appendix B-1 (continued)

**QUALIFIED OPERATION, MANAGEMENT, AND MAINTENANCE
CONTRACT PRICE QUOTATION**

A. Background Information:

1. Respondent: KemperSports Management, Inc.

[List all entities if a joint venture, and identify lead entity]

2. Date: June 16, 2021

3. Contract Term is for five (5) years

4. Respondent *Contact* Person:

Name: Ben Blake

Title: Executive Vice President

Phone: 847-480-4856

Fax:

E-mail Address: bblake@kempersports.com

Cell: 224-723-2626

Signature: 

B. Proposal:

1. **General.** By executing this Proposal form, the Respondent Contact Person is authorized to bind the Respondent to all of the representations and terms of this Proposal form, and Respondent is so bound.

2. **Defined Terms and Proper Form.** Capitalized terms not defined in this Proposal form shall be as defined in the RFP.

Payment Schedule, Contract Compliance Officer Monthly Fee, and Projected Budget:

3a. Payment Schedule. The Respondent acknowledges and agrees that if it is selected as the Successful Respondent it shall abide by the allocation of Gross Revenues consistent with the Payment Schedule and the reporting requirements set forth in Section 2.4 of the RFP.

Yes ☒ No ☐

3b. Contract Compliance Officer Monthly Fee. The Respondent agrees that if it is selected as the Successful Respondent, it shall pay a monthly fee of \$1,000 to the Township to cover the costs of a Contract Compliance Officer consistent with Section 2.4.1 of the RFP.

Yes ☒ No ☐

3c. Projected Budget. Respondent must provide a projected budget showing projected revenues and projected expenses for each month of each year of the Contract. If Respondent requires additional space, it can append additional pages hereto.

Please see next page

For Rock Spring RFP Response - May 15, 2021

Subsection 3c - 5 Year Projected Budget

2022	January	February	March	April	May	June	July	August	September	October	November	December	Total
Revenue	\$ 6	\$ 6	\$ 141	\$ 262	\$ 325	\$ 482	\$ 482	\$ 472	\$ 456	\$ 283	\$ 79	\$ 6	\$ 3,000
Expenses	66	61	121	197	215	292	297	297	266	223	109	71	2,215
EBITDA	\$ (60)	\$ (55)	\$ 20	\$ 65	\$ 110	\$ 190	\$ 185	\$ 175	\$ 190	\$ 60	\$ (30)	\$ (65)	\$ 785

2023	January	February	March	April	May	June	July	August	September	October	November	December	Total
Revenue	\$ 6	\$ 6	\$ 144	\$ 267	\$ 331	\$ 492	\$ 492	\$ 481	\$ 465	\$ 289	\$ 80	\$ 6	\$ 3,060
Expenses	67	62	123	199	217	295	300	299	268	225	110	72	2,237
EBITDA	\$ (61)	\$ (55)	\$ 22	\$ 68	\$ 114	\$ 197	\$ 192	\$ 181	\$ 196	\$ 63	\$ (30)	\$ (66)	\$ 823

2024	January	February	March	April	May	June	July	August	September	October	November	December	Total
Revenue	\$ 7	\$ 7	\$ 147	\$ 273	\$ 338	\$ 501	\$ 501	\$ 491	\$ 474	\$ 294	\$ 82	\$ 7	\$ 3,121
Expenses	68	63	124	201	219	298	303	302	271	227	111	73	2,260
EBITDA	\$ (61)	\$ (56)	\$ 23	\$ 72	\$ 119	\$ 204	\$ 199	\$ 188	\$ 203	\$ 67	\$ (29)	\$ (66)	\$ 862

2025	January	February	March	April	May	June	July	August	September	October	November	December	Total
Revenue	\$ 7	\$ 7	\$ 150	\$ 278	\$ 345	\$ 512	\$ 512	\$ 500	\$ 484	\$ 300	\$ 83	\$ 7	\$ 3,184
Expenses	68	63	125	203	221	301	306	306	274	230	112	73	2,282
EBITDA	\$ (62)	\$ (56)	\$ 25	\$ 75	\$ 123	\$ 211	\$ 206	\$ 195	\$ 210	\$ 71	\$ (28)	\$ (67)	\$ 902

2026	January	February	March	April	May	June	July	August	September	October	November	December	Total
Revenue	\$ 7	\$ 7	\$ 153	\$ 284	\$ 352	\$ 522	\$ 522	\$ 510	\$ 493	\$ 306	\$ 85	\$ 7	\$ 3,247
Expenses	69	64	126	205	224	304	309	309	277	232	113	74	2,305
EBITDA	\$ (62)	\$ (57)	\$ 27	\$ 79	\$ 128	\$ 218	\$ 213	\$ 202	\$ 217	\$ 74	\$ (28)	\$ (67)	\$ 942

4. **Operational Plan.** If Respondent requires additional space, it can append additional pages hereto.

Please see Section VII. Supplemental Information for both an executive summary and detailed explanation of our Operational Plan, including programming, sales and marketing, etc.

5. **Equipment List.** If Respondent requires additional space, it can append additional pages hereto.

Quantity	Equipment
	Course Maintenance Equipment - KemperSports will utilize all existing equipment and in 2022 we plan to lease additional course maintenance equipment. A detailed list of this equipment is available upon request.
	Golf Carts – The current fleet lease is ending at the end of 2021 and we will lease a new fleet of 80 carts.

6. **Primary Fees and Secondary Fees.** Respondents shall attached a schedule for Primary Fees and Secondary Fees reflecting the proposed pricing for all other services, goods, and concessions consistent with the instructions set forth in Section 2.5 of this RFP. Please see next three pages.

ROCK SPRING GOLF CLUB 2021-2022* WINTER RATES

<u>WEEKDAY -(MONDAY-THURSDAY)</u>	<u>OPEN -11:59 AM 12:00 - CLOSE</u>	
	<u>GREEN FEE</u>	<u>GREEN FEE</u>
ADULT	\$35	\$25
SENIOR, MILITARY, 1ST RESPONDER	\$25	\$25
PASSHOLDER	\$0	\$0
PASSHOLDER GUEST	\$25	\$25
JUNIOR	\$20	\$20
<u>FRIDAY</u>	<u>OPEN -11:59 AM 12:00 - CLOSE</u>	
	<u>GREEN FEE</u>	<u>GREEN FEE</u>
ADULT	\$45	\$35
SENIOR, MILITARY, 1ST RESPONDER	\$35	\$35
PASSHOLDER	\$0	\$0
PASSHOLDER GUEST	\$35	\$35
JUNIOR	\$20	\$20
<u>WEEKEND -(SAT,SUN, HOLIDAYS)</u>	<u>OPEN -11:59 AM 12:00 - CLOSE</u>	
	<u>GREEN FEE</u>	<u>GREEN FEE</u>
ADULT	\$65	\$55
SENIOR, MILITARY, 1ST RESPONDER	\$55	\$55
PASSHOLDER	\$0	\$0
PASSHOLDER GUEST	\$55	\$55
JUNIOR	\$40	\$40

ROCK SPRING GOLF CLUB 2021-2022* RATES

FEES AND SERVICES

RIDING CART (PER PLAYER)	\$17
PULL CART	\$9
RENTAL CLUBS	\$35
HANDICAP FEE	\$45

2021-2022* SEASON PASS RATES

SINGLE ADULT	\$3,900	\$17
FAMILY(ADULT + HOUSEHOLD)	\$5,400	\$17
HALF SEASON PASS	\$2,195	\$17
ANNUAL CART FEE PLAN	\$750	
ANNUAL CART FEE PLAN ADD-ON	\$750	

*2022 Rates are subject to change and council approval

ROCK SPRING GOLF CLUB 2021-2022* Spring RATES

WEEKDAY -(MONDAY-THURSDAY) OPEN -1:59 PM 2:00 - 4:59 PM 5:00 - CLOSE

	<u>GREEN FEE</u>	<u>GREEN FEE</u>	<u>GREEN FEE</u>
ADULT	\$52	\$42	\$32
SENIOR, MILITARY, 1ST RESPON	\$42	\$32	\$32
PASSHOLDER	\$0	\$0	\$0
PASSHOLDER GUEST	\$42	\$32	\$32
JUNIOR	\$20	\$20	\$20

FRIDAY OPEN -1:59 PM 2:00 - 4:59 PM 5:00 - CLOSE

	<u>GREEN FEE</u>	<u>GREEN FEE</u>	<u>GREEN FEE</u>
ADULT	\$62	\$52	\$42
SENIOR, MILITARY, 1ST RESPON	\$52	\$42	\$42
PASSHOLDER	\$0	\$0	\$0
PASSHOLDER GUEST	\$52	\$42	\$42
JUNIOR	\$20	\$20	\$20

WEEKEND -(SAT,SUN, HOLIDAY) OPEN -1:59 PM 2:00 - 4:59 PM 5:00 - CLOSE

	<u>GREEN FEE</u>	<u>GREEN FEE</u>	<u>GREEN FEE</u>
ADULT	\$82	\$72	\$62
SENIOR, MILITARY, 1ST RESPON	\$72	\$62	\$52
PASSHOLDER	\$0	\$0	\$0
PASSHOLDER GUEST	\$72	\$62	\$52
JUNIOR	\$42	\$42	\$42

RESIDENT DAYS

TUESDAY OPEN -1:59 PM 2:00 - 4:59 PM 5:00 - CLOSE

	<u>GREEN FEE</u>	<u>GREEN FEE</u>	<u>GREEN FEE</u>
West Orange Senior Resident C	\$18	\$18	\$18

THURSDAY OPEN -1:59 PM 2:00 - 4:59 PM 5:00 - CLOSE

	<u>GREEN FEE</u>	<u>GREEN FEE</u>	<u>GREEN FEE</u>
West Orange Resident Day	\$28	\$28	\$28

ROCK SPRING GOLF CLUB 2021-2022* RATES

FEES AND SERVICES

RIDING CART (PER PLAYER)	\$17
PULL CART	\$9
RENTAL CLUBS	\$35
HANDICAP FEE	\$45

2021-2022* SEASON PASS RATES

	<u>Greens Fee</u>	<u>Cart Fee</u>
SINGLE ADULT	\$4,200	\$17
FAMILY(ADULT + HOUSEHOLD)	\$6,000	\$17
HALF SEASON PASS	\$2,500	\$17
ANNUAL CART FEE PLAN	\$850	
ANNUAL CART FEE PLAN ADD-C	\$850	

*2022 Rates are subject to change and council approval

ROCK SPRING GOLF CLUB 2021-2022* Summer RATES

<u>WEEKDAY -(MONDAY-THURSDAY)</u>	<u>OPEN -1:59 PM</u>	<u>2:00 - 4:59 PM</u>	<u>5:00 - CLOSE</u>
	<u>GREEN FEE</u>	<u>GREEN FEE</u>	<u>GREEN FEE</u>
ADULT	\$62	\$52	\$42
SENIOR, MILITARY, 1ST RESPONDER	\$52	\$42	\$32
PASSHOLDER	\$0	\$0	\$0
PASSHOLDER GUEST	\$52	\$42	\$32
JUNIOR	\$20	\$20	\$20

<u>FRIDAY</u>	<u>OPEN -1:59 PM</u>	<u>2:00 - 4:59 PM</u>	<u>5:00 - CLOSE</u>
	<u>GREEN FEE</u>	<u>GREEN FEE</u>	<u>GREEN FEE</u>
ADULT	\$72	\$62	\$52
SENIOR, MILITARY, 1ST RESPONDER	\$62	\$52	\$42
PASSHOLDER	\$0	\$0	\$0
PASSHOLDER GUEST	\$62	\$52	\$42
JUNIOR	\$20	\$20	\$20

<u>WEEKEND -(SAT,SUN. HOLIDAYS)</u>	<u>OPEN -1:59 PM</u>	<u>2:00 - 4:59 PM</u>	<u>5:00 - CLOSE</u>
	<u>GREEN FEE</u>	<u>GREEN FEE</u>	<u>GREEN FEE</u>
ADULT	\$92	\$82	\$72
SENIOR, MILITARY, 1ST RESPONDER	\$82	\$72	\$62
PASSHOLDER	\$0	\$0	\$0
PASSHOLDER GUEST	\$82	\$72	\$62
JUNIOR	\$42	\$42	\$42

RESIDENT DAYS

<u>TUESDAY</u>	<u>OPEN -1:59 PM</u>	<u>2:00 - 4:59 PM</u>	<u>5:00 - CLOSE</u>
	<u>GREEN FEE</u>	<u>GREEN FEE</u>	<u>GREEN FEE</u>
West Orange Senior Resident Day	\$18	\$18	\$18

<u>THURSDAY</u>	<u>OPEN -1:59 PM</u>	<u>2:00 - 4:59 PM</u>	<u>5:00 - CLOSE</u>
	<u>GREEN FEE</u>	<u>GREEN FEE</u>	<u>GREEN FEE</u>
West Orange Resident Day	\$28	\$28	\$28

ROCK SPRING GOLF CLUB 2021-2022* RATES

FEES AND SERVICES

RIDING CART (PER PLAYER)	\$17
PULL CART	\$9
RENTAL CLUBS	\$35
HANDICAP FEE	\$45

2021-2022* SEASON PASS RATES

	<u>Greens Fee</u>	<u>Cart Fee</u>
SINGLE ADULT	\$4,200	\$17
FAMILY(ADULT + HOUSEHOLD)	\$6,000	\$17
HALF SEASON PASS	\$2,500	\$17
ANNUAL CART FEE PLAN	\$850	
ANNUAL CART FEE PLAN ADD-ON	\$850	

*2022 Rates are subject to change and council approval

7. **Transition Plan and Schedule.** If Respondent requires additional space, it can append additional pages hereto.

KemperSports is prepared to continue current operations immediately upon contract commencement. A transition schedule and checklist may be found in Section VII.

8. **Non-Material Changes.** Respondents are advised that any material revisions to **Appendix A-1**, and/or the Proposal Forms in **Appendix B** shall result in Respondent's Proposal being rejected as non-responsive. If Respondent proposes to make any non-material revision(s) to these documents, Respondent shall provide a detailed description of the proposed revision(s) together with a justification for such revisions, below. The Township reserves the right, in its sole discretion, to determine whether such proposed revisions are material or non-material, consistent with law. If deemed non-material, the Township reserves the right, in their sole discretion, to determine whether such non-material revisions are acceptable to the Township.

(a) None.

(b) Respondent proposes the following changes to the following identified documents:

In lieu of the terms and conditions provided in Appendix A-1, if chosen as the successful Respondent, KemperSports proposes that the existing Qualified Management and Maintenance Contract between the Township of West Orange and KemperSports dated as of March 29, 2019, which the parties negotiated after KemperSports was awarded the bid under the RFP issued in 2019 for the operation, management and maintenance of the Rock Springs Golf Course, serve as the basis for the negotiation of a new agreement, subject to the revision of terms consistent with KemperSports current proposal in response to the May 15, 2021 RFP. KemperSports and the Township have successfully operated under the existing agreement since 2019 and using it as the basis for a new agreement will provide continuity and efficiency.

9. **Additional Information.** Provide any supplemental information that Respondent deems relevant or useful for the Township to consider in evaluating Respondent's Proposal, including any information or suggestions that Respondent deems relevant to its proposal, as contemplated by RFP Section 3.15(A).

(a) None

X (b) Supplemental information provided at Respondent's option:

KemperSports has attached all relevant supplemental information in Section VII - Supplemental Information, at the rear of this proposal.



Signature of Authorized Agent

Title: Executive Vice President

Date: June 16, 2021

Ben Blake

Type or Print Name



KemperSports

SECTION V

Other Appendix B Forms

APPENDIX B-3

**FORM OF CONSENT OF SURETY FOR
PERFORMANCE BOND**

In completing this Consent of Surety, the Surety shall not add any conditions to its obligation to provide the Performance Bond referred to herein.

In consideration of the sum of One Dollar (\$1.00), lawful money of the United States, to it in hand paid, the receipt whereof is hereby acknowledged, Harco National Insurance Company (hereinafter, the "Surety"), organized and existing under the laws of the State of IL and duly authorized and qualified to transact business in the State of New Jersey, the undersigned Surety, consents and agrees that if Kemper Sports Management, Inc. , (hereinafter, "Respondent") is selected as the Successful Respondent and awarded a Qualified Management and Maintenance Contract by the Township of West Orange under this Request for Proposals for (RFP), the undersigned Surety will become bound as Surety for the Respondent's faithful performance, as set forth in the RFP, and the Contract, and the Surety will provide Respondent with an Performance Bond in the amount of five hundred thousand dollars (\$500,000).

This Consent of Surety shall become effective on the date set forth below and remain in effect until the Surety shall issue the Performance Bond.

IN WITNESS WHEREOF, said Surety has caused these presents to be signed and attested by a duly authorized officer, and its corporate seal to be hereto affixed this day of 2021.

(A power of attorney, corporate acknowledgment and statement of authority to be attached hereto by the surety company.)

ATTEST:

Kemper Sports Management, Inc.

By: Bryan Huxell
(Signature)

Name: Bryan Huxell

Title: V.P. Finance

Date: 06/09/2021

Harco National Insurance Company

(Name of Surety)

By: Derek J. Elston
Derek J. Elston, Attorney-in-Fact

Date: 6/7/2021

HARCO NATIONAL INSURANCE COMPANY
1701 GOLF ROAD, SUITE 1-600, ROLLING MEADOWS, IL 60008

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2019

<u>ASSETS</u>	
Bonds (Amortized Value)	\$69,147,050
Stocks (Preferred Stocks)	3,667,057
Stocks (Common Stocks)	856,400,268
Cash, Bank Deposits & Short Term Investments	49,896,036
Other Invested Assets	9,504,574
Unpaid Premiums & Assumed Balances	157,529,462
Deferred Premiums, Agents Balances & Installments booked	30,396,949
Reinsurance Recoverable from Reinsurers	27,228,017
Reinsurance - Funds Held by or deposited with reinsured companies ..	11,368,596
Current Federal & Foreign Income Tax Recoverable & Interest	0
Investment Income Due and Accrued	1,123,975
Receivables from Parent Subsidiaries & Affiliates	895,402
Other Assets	0
TOTAL ASSETS	<u>\$1,217,157,385</u>

<u>LIABILITIES, SURPLUS & OTHER FUNDS</u>	
Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$132,364,505
Reinsurance payable on paid losses & loss adjustment expense	19,228,089
Loss Adjustment Expenses	31,596,841
Commissions Payable, Contingent Commissions & Other Similar Charges ..	5,971,903
Other Expenses (Excluding Taxes, Licenses and Fees)	296,734
Taxes, Licenses & Fees (Excluding Federal Income Tax)	1,228,988
Current federal and foreign income taxes	724,851
Net Deferred Tax Liability	15,645,983
Unearned Premiums	98,148,046
Advance Premium	402,174
Ceded Reinsurance Premiums Payable	83,588,765
Funds held by Company under reinsurance treaties	14,318,856
Amounts Withheld by Company for Account of Others	5,492,288
Payable to Parent Subsidiaries & Affiliates	1,041,121
Other Liabilities	542,490
TOTAL LIABILITIES	<u>\$410,591,634</u>

Common Capital Stock	\$3,500,004
Gross Paid-in & Contributed Surplus	670,781,834
Unassigned Funds (Surplus)	<u>132,283,913</u>
Surplus as Regards Policyholders	<u>\$806,565,751</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$1,217,157,385</u>

I, David G Pirrung, President of HARCO NATIONAL INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2019, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Illinois.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 28th day of February, 2020.
HARCO NATIONAL INSURANCE COMPANY

SIGNED AND SWORN to before me on this 6th day of March, 2020.

NOTARY PUBLIC, STATE OF

North Carolina

Sherrie L Major
Notary Public
Wake County, NC
My Commission Expires May 21, 2020

NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATE
pursuant to N.J.S.A. 2A:44-143
(for use when surety has a Certificate from the U.S. Department of the Treasury in accordance
with 31 U.S.C. s9305)

HARCO NATIONAL INSURANCE COMPANY surety on the attached bond hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirement of R.S. 17:17-6 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2018, which amounts have been certified by Johnson Lambert LLP, 4242 Six Forks Road, Suite 1500, Raleigh, NC 27609, and are included in the Annual Statement on file with the New Jersey Department of Banking and Insurance, 201 West State Street, Trenton, New Jersey.

HARCO NATIONAL INSURANCE COMPANY

POLICYHOLDERS' SURPLUS at December 31, 2018	154,554,418
DEDUCTIONS for investment in Subsidiary	0
POLICYHOLDERS' SURPLUS ALLOWED	154,554,418

(3) With respect to each surety participating in the issuance of the attached bond that has received from the United States Department of the Treasury a certificate of authority pursuant to 31 U.S.C.s9305, the underwriting limitation established therein on July 1, 2019 is as follows:

HARCO NATIONAL INSURANCE COMPANY	15,455,000
----------------------------------	------------

(4) The amount of the bond to which this statement and certification is attached is \$ Twenty Thousand and 00/100 Dollars (\$20,000)

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

(a) The name and address of the reinsurer under that contract if applicable, and the amount of that reinsurer's participation in the contract is: N/A

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5) (a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (c.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

(to be completed by an authorized certifying Agent or Attorney-in-Fact for each surety on the bond)

Derek J. Elston, as Attorney-in-Fact for Harco National Insurance Company an insurance company domiciled in the State of Illinois, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.


(Signature)
Derek J. Elston
(Printed Name)
Attorney-in-Fact
(Title)
6/7/2021
(Date)

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # N/A

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

DEREK J. ELSTON, BARTLOMIEJ SIEPIERSKI, AERIE WALTON, RACHEL FORE, MARCIA K. CESAFSKY,
CHRISTOPHER P. TROHA

Chicago, IL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2020



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2020, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, June 07, 2021

A00418

Irene Martins, Assistant Secretary

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 7th day of June, 2021, before me, Bartłomiej Siepierski, a Notary Public, within and for said County and State, personally appeared Derek J. Elston to me personally known to be the Attorney-in-Fact of and for Harco National Insurance Company and acknowledged that s/he executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Illinois
County of Select County

APPENDIX B-6

FORM OF PROPOSAL BOND

**(THIS FORM IS TO BE COMPLETED IF THE RESPONDENT PROVIDES
A PROPOSAL BOND WITH ITS PROPOSAL INSTEAD OF A CERTIFIED CHECK
OR CASHIER'S CHECK.)**

KNOW ALL MEN BY THESE PRESENTS, that, Kemper Sports Management, Inc. , as Principal (hereinafter, the "Principal") and Harco National Insurance Company, a [Corporation] ~~[Partnership]~~ duly organized under the laws of the State of IL , as Surety (hereinafter, the "Surety"), are held and firmly bound under the **TOWNSHIP OF WEST ORANGE**, as Obligee (hereinafter, the "Obligee"), in the sum of **TWENTY THOUSAND (\$20,000) DOLLARS** lawful money of the United States of America, for which payment well and truly to be made, the said Principal and Surety bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted or is about to submit to the Obligee a Proposal for compliance with the terms and conditions of the Request for Proposals, dated May 15, 2021 and the Contract, which Proposal is made a part hereof;

NOW THEREFORE, the Surety hereby understands that if the said Proposal is accepted and the Contract be awarded to the Respondent, said Principal will execute the Contract and give the Performance Bond with Surety acceptable to the Obligee for the faithful performance of Obligee's obligations under the Contract, as set forth in the RFP and in accordance with the terms and conditions of the Contract, or if the Principal shall fail to enter such agreement and give such Performance Bond, then the Principal shall be deemed to have abandoned the Contract, and thereupon the Proposal and its acceptance shall be null and void. In such event, Surety hereby agrees that it will pay to the Obligee the Penal amount of this Proposal Bond as liquidated damages; otherwise said Bond shall be returned to the undersigned concurrently upon the issuance of a Notice to Proceed, if any, by the Obligee or Township of West Orange (the "Township"), and the receipt by the Obligee or the Township of the Successful Respondent's Performance Bond.

It is agreed that this Proposal Bond shall be effective on the date the Proposal is submitted and will continue in full force until the issuance of a Notice to Proceed by the Obligee, and the receipt by the Obligee of the Successful Respondent's Performance Bond.

In the presence of:
Kemper Sports Management, Inc.

 (Seal)

PRINCIPAL

V.P. Finance

TITLE

Christine A. Jones

WITNESS

Harco National Insurance Company

Derek J. Elston

(Seal)

SURETY Derek J. Elston, Attorney-in-Fact

Rachel Fore

WITNESS Rachel Fore

HARCO NATIONAL INSURANCE COMPANY
1701 GOLF ROAD, SUITE 1-600, ROLLING MEADOWS, IL 60008

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2019

<u>ASSETS</u>	
Bonds (Amortized Value)	\$69,147,050
Stocks (Preferred Stocks)	3,667,057
Stocks (Common Stocks)	856,400,268
Cash, Bank Deposits & Short Term Investments	49,896,036
Other Invested Assets	9,504,574
Unpaid Premiums & Assumed Balances	157,529,462
Deferred Premiums, Agents Balances & Installments booked	30,396,949
Reinsurance Recoverable from Reinsurers	27,228,017
Reinsurance - Funds Held by or deposited with reinsured companies ..	11,368,596
Current Federal & Foreign Income Tax Recoverable & Interest	0
Investment Income Due and Accrued	1,123,975
Receivables from Parent Subsidiaries & Affiliates	895,402
Other Assets	0
TOTAL ASSETS	<u>\$1,217,157,385</u>

<u>LIABILITIES, SURPLUS & OTHER FUNDS</u>	
Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$132,364,505
Reinsurance payable on paid losses & loss adjustment expense	19,228,089
Loss Adjustment Expenses	31,596,841
Commissions Payable, Contingent Commissions & Other Similar Charges ..	5,971,903
Other Expenses (Excluding Taxes, Licenses and Fees)	296,734
Taxes, Licenses & Fees (Excluding Federal Income Tax)	1,228,988
Current federal and foreign income taxes	724,851
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Advance Premium	402,174
Ceded Reinsurance Premiums Payable	83,588,765
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Common Capital Stock	\$3,500,004
Gross Paid-in & Contributed Surplus	670,781,834
Unassigned Funds (Surplus)	132,283,913
Surplus as Regards Policyholders	<u>\$806,565,751</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$1,217,157,385</u>

I, David G Pirrung, President of HARCO NATIONAL INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2019, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Illinois.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 28th day of February, 2020.
HARCO NATIONAL INSURANCE COMPANY

SIGNED AND SWORN to before me on this 6th day of March, 2020.

Sherrie L. Major
NOTARY PUBLIC, STATE OF North Carolina

Sherrie L. Major
Notary Public
Wake County, NC
My Commission Expires May 21, 2020

NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATE
pursuant to N.J.S.A. 2A:44-143
(for use when surety has a Certificate from the U.S. Department of the Treasury in accordance
with 31 U.S.C. s9305)

HARCO NATIONAL INSURANCE COMPANY surety on the attached bond hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirement of R.S. 17:17-6 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2018, which amounts have been certified by Johnson Lambert LLP, 4242 Six Forks Road, Suite 1500, Raleigh, NC 27609, and are included in the Annual Statement on file with the New Jersey Department of Banking and Insurance, 201 West State Street, Trenton, New Jersey.

HARCO NATIONAL INSURANCE COMPANY

POLICYHOLDERS' SURPLUS at December 31, 2018	154,554,418
DEDUCTIONS for investment in Subsidiary	0
POLICYHOLDERS' SURPLUS ALLOWED	154,554,418

(3) With respect to each surety participating in the issuance of the attached bond that has received from the United States Department of the Treasury a certificate of authority pursuant to 31 U.S.C.s9305, the underwriting limitation established therein on July 1, 2019 is as follows:

HARCO NATIONAL INSURANCE COMPANY	15,455,000
----------------------------------	------------

(4) The amount of the bond to which this statement and certification is attached is \$ Twenty Thousand and 00/100 Dollars (\$20,000)

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

(a) The name and address of the reinsurer under that contract if applicable, and the amount of that reinsurer's participation in the contract is: N/A

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5) (a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (c.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

(to be completed by an authorized certifying Agent or Attorney-in-Fact for each surety on the bond)

Derek J. Elston, as Attorney-in-Fact for Harco National Insurance Company an insurance company domiciled in the State of Illinois, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.



(Signature)
Derek J. Elston

(Printed Name)
Attorney-in-Fact

(Title)
6/7/2021

(Date)

**POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Bond # N/A

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

**DEREK J. ELSTON, BARTLOMIEJ SIEPIERSKI, AERIE WALTON, RACHEL FORE, MARCIA K. CESAFSKY,
CHRISTOPHER P. TROHA**

Chicago, IL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2020



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2020, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, June 07, 2021

A00418

Irene Martins, Assistant Secretary

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 7th day of June, 2021, before me, Bartlomiej Siepierski, a Notary Public, within and for said County and State, personally appeared Derek J. Elston to me personally known to be the Attorney-in-Fact of and for Harco National Insurance Company and acknowledged that s/he executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Illinois
County of Select County



APPENDIX B-7

TOWNSHIP OF WEST ORANGE

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Respondent's Business: KemperSports Management, Inc.

CHECK ONE:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

☐ If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization:

- ☐ Partnership
- ☐ Corporation
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Limited Liability Partnership
- ☐ Limited Liability Company
- ☐ Limited Liability Corporation
- ☒ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Steven H. Lesnik	Name: Blaine Lesnik Trust
Home Address: 1122 Sunset Rd Winnetka, IL 60093	Home Address: Allan Reich, Trustee c/o Seyfarth Shaw LLP
Percentage of Stock Ownership:	Percentage of Stock Ownership:
	233 S Wacker Dr
	Suite 8000 Chicago, IL 60606
Name: Steven K. Skinner	Name: Allan Reich, Trustee c/o Seyfarth Shaw LLP
Home Address: 211 Maple Ct Lake Forest IL 60045	Home Address:
Percentage of Stock Ownership:	Percentage of Stock Ownership:
	233 S Wacker Dr
	Suite 8000 Chicago, IL 60606
Name:	Name:
Home Address:	Home Address:
Percentage of Stock Ownership:	Percentage of Stock Ownership:

Subscribed and sworn to
before me this 16 day
of June, 2021

Ben Blake

Print name of affiant

Tracy Tobin
Notary public of

My Commission expires Aug 5, 2022



APPENDIX C-8

TOWNSHIP OF WEST ORANGE

NON-COLLUSION AFFIDAVIT

State of IL

County of Lake

I, Ben Blake of the Municipality of Northbrook, in the County of Lake and State of Illinois of full age, being duly sworn according to law on my oath depose and say that:

I am Executive Vice President (Title or position) of the firm of Kemper Sports Management, Inc (Name of firm), the Respondent making this Proposal, and that I executed the said Proposal with full authority so to do; that said Respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive contracting in connection with the Request for Proposals, dated May 15 2021, issued by the Township of West Orange (the "Township"); and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Township will rely upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide employees or bona fide established commercial or selling agencies maintained by
(N.J.S.A. 52:34-25)

Ben Blake
(Name of Respondent)

Subscribed and sworn to
Before me this 16 day
Of June, 2021

Ben Blake
(print name of affiant under signature)
Ben Blake

Tracy Tobin
Notary public of

My Commission expires Aug 5, 2022



APPENDIX B-9

TOWNSHIP OF WEST ORANGE

CONSENT TO INVESTIGATION

The Respondent hereby gives its consent to the Township of West Orange (the "Township"), or its authorized representatives, to investigate and verify all information contained in the Proposal submitted herewith in response to the Request for Proposals, dated May 15, 2021, with respect to the Contract, including financial and law enforcement information relating to the Respondent. The Respondent agrees that all financial institutions, law enforcement agencies, and regulatory agencies are authorized to release information verifying those representations and/or submissions made by the Respondent. The Respondent further agrees that the Township and/or its authorized representatives are authorized to inspect all premises and relevant records of the Respondent in order to verify information contained in the Proposal.

The Respondent agrees that a photocopy of this Consent to Investigation may be accepted by any agency or institution in lieu of the original.

Name of Respondent¹

Respondent's Address:

By: 

(Signature)

Name: Ben Blake

Title: Executive Vice President

Date: June 16, 2021

¹ If a joint venture, partnership or other form of organization is submitting this Proposal, all such firms shall be listed and each such participant shall execute this Form.

APPENDIX B-10

TOWNSHIP OF WEST ORANGE

STATEMENT OF RESPONDENT'S QUALIFICATIONS

(This form must be completed and submitted with Proposal, one form for each entity if a joint proposal or joint venture)

1. If Firm is a Corporation, list state of incorporation:

Illinois

2. If Firm is a Partnership, list names of partners:

All questions must be answered and the data given must be concise, comprehensive and acceptable to the Owner. Attach separate sheets wherever necessary to properly answer question.

1. Firm name. KemperSports Management, Inc.
500 Skokie Blvd. Suite 444
2. Principal address, Northbrook, IL
60062
3. Year firm was organized. 1978
4. Where and when incorporated. Northbrook, IL - 1978

5. The number of years of firm's experience in providing services and/or performing similar contracts similar to those set forth in this RFP is 43. Describe in detail experience of Respondent and/or principals thereof in providing operation and management services and/or operating golf courses. For all golf facilities where continuous contract operation and management services have been provided for two (2) years or more, provide client name, contact, address and phone number and a brief description of the project. Note: Respondents, or principals thereof, must have a minimum of five (5) years' experience providing contract operation and management services for golf courses. Please refer to Section VI

6. List of comparable work completed by Respondent within the past 5 years and any jobs/contracts currently in progress and provide at least 3 references, including contact information for services/contracts/work of similar size and scope. Include the cost for each contract, and beginning and completion dates. Please refer to Section VI

7. List default experience on previous contracts/projects similar to this RFP, within the past 10 years. **KemperSports has not defaulted on any contracts within the past 10 years**
8. List present comparable contracts presently underway. **Please refer to Section VI**
9. List major equipment available for the Contract and provide the following information regarding technical, managerial and supervisory personnel experienced in providing supervision, trouble-shooting, evaluations, and other technical information in support of management, operation and maintenance of a public golf course as set forth in this RFP: names, education, experience and years of service with the Respondent of these employees. **Please refer to Appendix B-1**
10. Credit line (substantiate submittal).
11. Respondent shall currently have under successful operation at least four (4) golf courses. List at least four (4) golf courses, preferably public facilities in the northeast/mid-Atlantic region of the United States that Respondent has successfully operated, either by virtue of ownership, service contracts or leases. Provide names of the golf courses, contact information for a reference for each, the dates of ownership, lease or operation, and a general description of services provided. **Please refer to Section VI**
12. Respondent shall provide complete financial statements, including the following statements for the current fiscal year-to-date and the prior fiscal year: (i) balance statement detailing cash and cash equivalents, current assets, current liabilities, stockholder equity, (H) statement of operations detailing pre-tax earnings, and (iii) statement of cash flows. The Respondent shall also submit any other information that the Respondent believes to be relevant to demonstrate its financial strength. In the case of a subsidiary or affiliate, statements must provide information with respect to the operating entity. **Please refer to Section III**
13. Respondent must provide complete financial statements for the current fiscal year to date and prior fiscal year, including balance statement (detailing cash and cash equivalents, current assets, current liabilities, stockholder equity), statement of operations (detailing pre-tax earnings) and statement of cash flows. **Please refer to Section III**
14. No litigation shall be pending or brought against the Respondent, including owners and principals that could materially affect its ability to perform under the Qualified Management Contract as provided in this RFP. List all threatened and pending claims, litigation and judgments or settlements, and any government enforcement actions or penalties pending or assessed by any regulatory agency having jurisdiction over permit compliance, worker health and safety, or labor laws, as these issues relate to performance under the Qualified Management Contract. (If none, so state). **None**
15. List the names and contact information for Respondent's banks or other financial institutions. **Please refer to Section III**
16. Respondent shall have at least one PGA or LPGA Class "A" Golf Professional on staff, and a Greens Superintendent/Agronomist on staff or contracted, with a minimum of the following license/permits: (1) Commercial Pesticide Application; (2) Commercial Application of Pesticides

For Turf and Ornamentals; and at least one individual with computer programming operations experience for the computer controlled irrigation systems. Identify and list the license numbers/permit numbers of the Superintendent/Agronomist for the required licenses, above, and identify the names and experience, and provide resumes, for all key personnel, including the licensed personnel. **Please refer to Section VII**

17. Respondent provides the evidence of its ability to conduct facility and grounds evaluations and to implement improvements in operations and maintenance practices to improve performance, condition, efficiency and reliability. **Please refer to Section VII**

18. Respondent provides the following information regarding its approach to sharing information with the Township relative to technical, budgetary and financial matters. Examples of reports to be provided are operation and management schedules, budgets, etc. **Please refer to Section VII**

19. Respondent provides the following organization chart and description of resources regarding the corporate resources, staff and personnel deemed necessary to perform in accordance with the terms and conditions of the Qualified Management Contract. **Please refer to Section VII**

Date: June 16, 2021

Kemper Sports Management, Inc
Respondent

By: Ben Blake

TITLE: Executive Vice President

STATE OF ILLINOIS

Ben Blake (Name of Respondent), being duly sworn, deposes and says that he

Is Executive Vice President (Title/Position) of Kemper Sports Management, Inc. and that the answers to the foregoing questions and all statement therein contained are true and correct.

Subscribed and sworn to before me this 16 day of June, 2021.

Tracy Tobin
Notary Public



My Commission expires: Aug 5, 2022

APPENDIX B-11

TOWNSHIP OF WEST ORANGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Respondent¹ hereby acknowledges receipt of the following Addenda:

Addendum Number Receipt	Dated	Acknowledge (initial)
Addendum #1 to RFP	5/21/21	BB
Addendum #2 to RFP	6/11/21	

☐ No addenda were received: *(Respondent must check if no addenda were received)*

Acknowledged for: KemperSports Management, Inc.
(Name of Respondent)

By: 
(Signature of Authorized Representative)

Name: Ben Blake
(Print or Type)

Title: Executive Vice President

Date: June 16, 2021

¹ If a joint venture, partnership or other formal organization or firm submits this Proposal, all such firms shall be listed and each such participant shall execute this Proposal Form.

**APPENDIX B-12
TOWNSHIP OF WEST ORANGE**

**N.J.S.A. 10:5-31 et seq, N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

GOODS, PROFESSIONAL SERVICES 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, the contractor will take affirmative action to ensure that such applicants are recruited and employed, 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 action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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 subcontractors, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers representative of the contractors commitments under this act 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 the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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 to 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 conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and conform with the applicable employment goals, 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 goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.



Ben Blake
Executive Vice President
KemperSports

APPENDIX B -13

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Respondent: KemperSports Management, Inc.

PART 1: CERTIFICATION

RESPONDENTS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE BID NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's bid non-responsive.** If the Township finds a person or entity to be in violation of law, the Township shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☒ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO
INVESTMENT ACTIVITIES IN
IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS, PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE PROVIDE ON A SEPARATE ATTACHED PAGE.

Name <u>NA</u>	Relationship to Bidder <u>NA</u>
Description of Activities <u>NA</u>	
Duration of Engagement	Anticipated Cessation Date
Bidder/Officer Contact Name	Contact Phone Number

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Township is relaying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the state in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Name Full Name (Print): Ben Blake

Signature: 

Title: Executive Vice President
Date: June 16, 2021

**APPENDIX B-15
TOWNSHIP OF WEST ORANGE**

PROPOSAL CHECKLIST

**REQUEST FOR PROPOSALS
FOR OPERATION, MANAGEMENT, AND
MAINTENANCE SERVICES FOR THE GOLF COURSE AND
CLUBHOUSE FACILITIES AT ROCK SPRING GOLF COURSE**

PROPOSAL CHECK-LIST

The following is a check-list of all items that each **Respondent shall submit with its Proposal** in order for its Proposal to be considered by the Township in accordance with the provisions of the RFP. Capitalized terms not defined in this check-list shall be as defined in the RFP. Respondents shall submit a copy of this Proposal Checklist with their Proposals.

(1) The following documents shall be considered mandatory items that shall be submitted as part of the Proposal. Failure to submit any of the following shall be deemed a fatal defect that cannot be cured, and will result in mandatory rejection of the Proposal as unresponsive to the RFP:

	CHECK
(a) Appendix B-1	Qualified Management and Maintenance Proposal Sheet. (X)
Appendix B-2	Respondent Information/Cover Letter (X)
Appendix B-3	Consent of Surety.....(X)
Appendix B-5**	Agreement for Proposal Security in Lieu of Proposal Bond ...(X)
Appendix B-6**	Proposal Bond (X)
Appendix B-7	Ownership Disclosure Statement..... (X)
Appendix B-10	Statement of Respondent's Qualifications (X)
Appendix B-1 1	Acknowledgement of Receipt of Addenda (X)
Appendix B-13	Disclosure of Investment Activities in Iran(X)

****Provide Appendix B-5 or B-6, as applicable (Proposal Bond, Cashier's Check or Certified Check (RFP *Section 4.2*)**

(2) Failure to submit any of the following documents with submission of the Proposal may be cause for rejection of the Proposal:

CHECK

(a) Appendix B-8	Non-Collusion Affidavit (X)
Appendix B-9	Consent to Investigation (X)
Appendix B-12	Affirmative Action Compliance/Mandatory EEO Language . (X)
Appendix B-14	Affidavit of Qualification – New Jersey Division of Alcohol and Beverage Control (X)
Appendix B-15	Proposal Checklist.....(X)

APPENDIX B-15
TOWNSHIP OF WEST ORANGE

(b) Business Registration Certificate (RFP Section 4.12)(X)

A copy of the State of New Jersey Department of the Treasury Division of Revenue, Business Registration Certificate ("BRC") should be included with the proposal as it must be received by the Township prior to the award of the contract. The BRC provided must show that the Respondent was registered at the time of receipt of proposals or the proposal will be rejected.





SECTION VI
OTHER SUBMISSION REQUIREMENTS

6/2/2021

N.J. Department of Treasury - Division of Revenue, On-Line Inquiry

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name:	KEMPER SPORTS MANAGEMENT, INC.
Trade Name:	
Address:	110 STATE HWY 202/31 RINGOES, NJ 08551
Certificate Number:	0843330
Effective Date:	December 13, 2001
Date of Issuance:	June 02, 2021
For Office Use Only: 20210602161105223	

https://www1.state.nj.us/TYTR_BRC/service/common/BRCLogin

1/1



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

KEMPER SPORTS MANAGEMENT, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MARCH 10, 1978, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 5TH

day of FEBRUARY A.D. 2018 .

Jesse White

SECRETARY OF STATE



Municipal Clients

<u>Property</u>	<u>Property City</u>	<u>Property State</u>	<u>Owner</u>
Olivas Links	Ventura	CA	City of San Buenaventura
Rancho Solano Golf Club	Fairfield	CA	City of Fairfield
Yorba Linda Community Center	Yorba Linda	CA	
Black Gold Golf Club	Yorba Linda	CA	City of Yorba Linda
Buenaventura Golf Course	Ventura	CA	City of San Buenaventura
Creeside Golf Course	Modesto	CA	City of Modesto
Desert Willow Golf Resort	Palm Desert	CA	City of Palm Desert
Dryden Park Golf Course	Modesto	CA	City of Modesto
Paradise Valley Golf Club	Fairfield	CA	City of Fairfield
Ridge Creek Dinuba Golf Club	Dinuba	CA	City of Dinuba
Swenson Park Golf Course	Stockton	CA	City of Stockton
Van Buskirk Golf Course	Stockton	CA	City of Stockton
Wild Wings Golf Club	Woodland	CA	Wild Wings CSA
AllGolf at C.B. Smith Park	Pembroke Pines	FL	Broward County
Cypress Head Golf Club	Port Orange	FL	The City of Port Orange
Bolingbrook Golf Club	Bolingbrook	IL	Village of Bolingbrook
Boughton Ridge Golf Course and Ashbury's	Bolingbrook	IL	Bolingbrook Park District
Deerpath Golf Course	Lake Forest	IL	The City of Lake Forest
Harborside International Golf Center	Chicago	IL	Illinois International Port District
Vernon Hills Golf Course	Vernon Hills	IL	Village of Vernon Hills
Sand Creek Station	Newton	KS	City of Newton
The Timbers at Troy	Elkridge	MD	Howard County
Hodge Park Golf Club	Kansas City	MO	City of Kansas City, Missouri
Shoal Creek Golf Course	Kansas City	MO	City of Kansas City, Missouri
Tunica National Golf & Tennis	Tunica Resorts	MS	The County of Tunica
Ash Brook Golf Course	Scotch Plains	NJ	County of Union
Galloping Hill Golf Course	Kenilworth	NJ	County of Union
Heron Glen Golf Course	Ringoes	NJ	City of Hunterdon
Skyway Golf Course at Lincoln Park West	Jersey City	NJ	Hudson County Improvement Authority
Union County Concessions	Kenilworth	NJ	County of Union
The Club at Sunrise	Las Vegas	NV	Clark County
Colwood Golf Center	Portland	OR	City of Portland
Heron Lakes Golf Club	Portland	OR	City of Portland
Forest Creek Golf Club	Round Rock	TX	City of Round Rock
The Wilderness at Lake Jackson	Lake Jackson	TX	City of Lake Jackson
Chambers Bay Golf Course	University Place	WA	Pierce County
Blackhawk Golf Course	Janesville	WI	City of Janesville
Forest Hills Golf Course	La Crosse	WI	City of La Crosse
Riverside Golf Course	Janesville	WI	City of Janesville
Rock Spring Golf Club	West Orange	NJ	Township of West Orange



SECTION VII
Supplemental Information



KemperSports®

Company Representative
Ben Blake

500 Skokie Blvd., Suite 444
Northbrook, IL 60062
(847) 291-9886
www.kemper-sports.com



ROCK SPRING GOLF CLUB

WEST ORANGE



PROPOSAL

FOR OPERATION, MANAGEMENT AND MAINTENANCE
SERVICES FOR THE GOLF COURSE AND CLUBHOUSE
FACILITY AT ROCK SPRING GOLF COURSE

Prepared for
Township of West Orange

Township of West Orange
65 Main Street
West Orange, New Jersey, 07052

Issued
2021/05/15

Statement of Confidentiality

This proposal and supporting materials contain confidential and proprietary business information. These materials may be printed or photocopied for use in evaluating the proposed project, but are not to be shared with other parties.



KemperSports®

500 Skokie Blvd., Suite 444
Northbrook, IL 60062
(847) 291.9666
www.kempersports.com



KemperSports®

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04	Background
05	KemperSports Team
07	Departmental Expertise
09	Organizational Structure
10	Operations Plan
14	Scope of Services
24	Key Business Terms



KemperSports®

June 18, 2021

Township of West Orange
66 Main Street
West Orange, New Jersey, 07052

500 Skokie Boulevard, Suite 444
Northbrook, Illinois 60062
(847) 291.9666 tel.
(847) 291.0271 fax
www.kempersports.com

Executive Summary

It was just a few short years ago when the Township of West Orange decided to purchase the failed Rock Spring Country Club and open the Seth Raynor/Charles Banks classic golf course to the public golfer. There were many concerns and unanswered questions at the time...How would we get the course and clubhouse ready to open? How many rounds would we play? Would the course be able to pay its bills and not lose money? How would the course and township brand be positioned from a marketing and image standpoint? Is there a golf management company willing to take the financial risk given all the uncertainty about the course and converting a private club to a public course?

As we look forward now almost three years, I believe everyone will agree the launch of the Rock Spring Golf Club has been a resounding success, both from a financial as well as a community benefit standpoint. KemperSports has been a proud participant in this success and believes we are the best choice to continue this success story over the next five years. We believe we have shown the township and the community our commitment to a quality golf operation as well as our desire to continue to improve the Rock Spring Golf Club year after year. We also have given the Township invaluable advice on the many variables that come into play in owning and managing a golf facility. The relationship we have built with the Township and its team provides a very stable environment for a five year extension and will enable all parties to address the needs and goals of the facility in 2022 and beyond.

KemperSports has also taken a considerable financial risk in the reopening of the property and is prepared to continue our financial commitment to Rock Spring by planning to invest over \$1,500,000 in the golf carts and golf course maintenance equipment necessary to operate the club for the next five years. Few, if any, golf management companies have the financial strength and willingness to take risk that has been shown by KemperSports.

KemperSports has also shown its well know ability to market and promote a property with a classic, historically prominent golf course architect. We have been successful in getting multiple articles about the course in regional and national publications as well as been instrumental in getting Rock Spring on a number of public course "must play" lists with improved ratings and rankings.

We have built a solid management team at the course and regional level and know they have the skills and experience to continue to improve the Rock Spring Golf Club. Our team has not only focused on the customer by delivering a quality product and excellent customer service, but has also focused on working with the various Township departments and staff members to ensure we meet the needs of the community.

In closing, much has taken place at the Rock Spring Golf Club in its first three years but the best is yet to come. Plans for a new clubhouse and improvements to the course will help to improve the facility and the experience. KemperSports is the ideal partner to help take the Rock Spring Golf Club to the next level and look forward to continuing our excellent relationship with the Township, the local golfers and the community.

Sincerely,

Ben Blake, Executive Vice President of Business Development
KemperSports Management

UNIQUELY Dedicated DISTINCTLY Different



It's more than our motto, it's our **promise** to **each** and **every client**. KemperSports believes every club is **different** and **deserves** to be treated that way. We offer **management expertise** in every facet of a "**best-in-class**" club **experience**, from operations, maintenance, hospitality, sales, merchandising, marketing and – most importantly – the people. Rooted in our **True Service™** training program, KemperSports is the **recognized leader** in providing **exceptional** member service **experiences**.

National Scope



Local Focus



Family Owned & Operated Since

1978

Facilities in Portfolio

120+

Staff & Team Members

6,500

States in Operation

24

With a commitment to delivering the vision of each client, we understand the intricacies of the club and hospitality business. We are squarely focused on positioning your brand as a market leader, giving you the tools, innovative solutions, industry expertise and partnership to achieve your goals.

Our devotion to creating lasting memories begins the moment that you arrive at our clubs. We arm our teams with the knowledge and customer service training they need to deliver unparalleled experiences for members and guests. The greatest stories are lived, not told.

**Jeremy Goldblatt**

Executive Vice President of Managed & Leased Services

Jeremy Goldblatt joined KemperSports in 2021 and leads KemperSports' highly regarded portfolio of best-in-class managed and leased properties. Jeremy most recently served as COO of Professional Sports Catering, a division of Levy – a leading hospitality company providing food and beverage to major sports and entertainment venues. During his tenure with Levy, he was instrumental in the company's growth and helped to launch a best-in-class management development program. He is a graduate of Brown University and received his master's degree in business administration from the University of Chicago.

**Val D'Souza (Executive Sponsor for Rock Spring)**

Vice President, Operations

Mr. D'Souza has more than 20 years of experience in the hospitality and club industries, including more than six years with PGA Tour Properties and seven PGA TOUR and CHAMPIONS TOUR events. During his tenure at KemperSports, Mr. D'Souza has been the General Manager at Butterfield Trail Golf Club, located in El Paso, Texas. In June 2013, he was promoted to Regional Manager and gained oversight of three other West Region properties. Mr. D'Souza is a Class A Member of the PGA of America and earned several industry honors, including Merchandiser of the Year, Top 100 Golf Shop, National Customer Satisfaction Awards, and he served on the Board of Directors for the First Tee of Greater El Paso and Sun Country PGA Section.

**Jon Cheshire**

Vice President, Operations

Mr. Cheshire is an industry veteran with over 25 years of experience in club management and regional operations. Jon joined KemperSports from his most recent role as General Manager/COO of Trenton Country Club in Trenton, NJ. Prior to that, he was a Regional Vice President for ClubCorp in which he managed 16 clubs throughout six states. Previous experience includes regional and human resource management with Arnold Palmer Golf Management and Metromedia Restaurants. Jon has extensive experience in third party public and private club management, lease holds, acquisitions, municipal operations and equity club management.

**John Dimeglio**

National Director of Food & Beverage

John Di Meglio joined KemperSports in 2015 as KemperSports' Union County Food & Beverage General Manager with oversight of the F&B operations for four units; Galloping Hill, Ashbrook, Warinaco Sports Center and Scotch Hills. Over the past 5 years, since the opening of the Galloping Hill clubhouse, John was instrumental in growing Galloping Hill F & B revenues from \$300,000 to over \$3 million. In 2018, John was named KemperSports Hospitality Professional of the Year, recognizing him as the company's top hospitality professional. In early 2019, John led the opening of the Tavern at Ash Brook, which is the focal point of the newly built and opened \$9 million clubhouse owned by Union County. In late 2019, John was named National Food and Beverage Director for KemperSports and is responsible for providing expertise, guidance and oversight for KemperSports' properties.

**Erica Espe**

Regional Director of Sales & Marketing

Ms. Espe oversees the development and execution of sales and marketing strategies for multiple properties on the east coast within the KemperSports portfolio. She has been with KemperSports for more than 12 years, most recently serving as the Sales, Marketing and F & B Director at the KemperSports-managed Heron Glen Golf Course in Ringoes, New Jersey. In 2016, she received the James S. Kemper Staffer of the Year award, which recognizes a KemperSports staffer who has made outstanding contributions to the company and the community while exemplifying the company's cultural principles.

**Shawn Richter**

Vice President of Accounting

Shawn Richter joined the KemperSports family in 2005. Throughout his career, he has been in the field as the Controller at daily fee, semi-private, private and resort facilities, as well as served multiple roles within the KemperSports Home Office, earning him the Mady Lesnik Home Office Staffer of the Year award in 2016. His success is attributable to his strong knowledge of accounting, coupled with a great understanding of operations. A True Service ambassador with a keen awareness of the impact operations has on our business, he is valued among clients and colleagues.

**Heather Margulis**

Senior Vice President of Human Resources

Heather Margulis is a Senior Human Resources leader with 20 years of experience delivering business results through strategic guidance. Her expertise in designing and implementing creative solutions support an organization's vision and drive employee engagement. Her wide experience as a generalist in Human Resources with specialties in Benefits, Compensation and HRIS makes Mrs. Margulis an asset to KemperSports. Adept at building relationships at all levels of organizations allows her opportunities to dig into the details for maximizing people capability and business results. Mrs. Margulis has developed a deep expertise in recruiting, developing and training staff in a multi-state environment. Mrs. Margulis is a graduate of the University of Iowa.

**Gary Binder**

Executive Vice President of Vendors & Partnerships

Gary Binder (PGA) joined the KemperSports family in 2005 with a distinguished career in all facets of the golf business, with more than 20 years in leadership roles in the daily fee, resort and private club sectors. Currently, Mr. Binder oversees KemperSports' Strategic Partner and Preferred Vendor initiative as well as True Service – KemperSports' proprietary customer service training program. A 38-year member of the PGA of America – Illinois Section, Mr. Binder has been honored multiple times by the PGA of America for his expertise and outstanding performance in the field of golf shop operations.

Departmental Expertise

KemperSports leverages its scale and departmental expertise to provide each partner with guidance and support in all areas of the operation. Subject matter experts curated decades worth of experience into a comprehensive policies and procedures guide which informs and prepares department heads. These experts are available to consult with the onsite team to deliver the best possible results.



Our people make this company successful. Our teams across the country are tireless in their commitment to delivering unmatched guest experiences through their dedication to meeting and exceeding our clients' goals and objectives.

National Scope



Local Focus

Golf/Hospitality
Management

Construction
Management

Event
Management

Public
Relations



Organizational Structure

KemperSports serves as a conduit between ownership and the property. Though KemperSports will operate under a lease, West Orange officials can leverage all of KemperSports departmental assets to implement the Township's strategic goals and initiatives. Below is a suggested reporting structure:



Operations Plan

KemperSports has achieved its success in club operations, in large part, due to the company's approach of providing services in a transparent manner, making achievement of your goals and objectives our top priority.

When selected to be your partner, KemperSports will be responsible for all aspects of management within the club as outlined on the next two pages.



01

Operations

Golf, agronomy, maintenance, food and beverage, marketing, events, payroll processing and benefits administration, insurance, merchandising, financial reporting and accounting, and other services related to the day-to-day operations.

02

Agronomy & Maintenance

KemperSports facilities provide "Best in Class" course conditions by utilizing precise operating standards and environmentally-sensitive practices. Regional Executives and agronomy specialists partner with the onsite superintendent to establish quality benchmarks and risk mitigation strategies.

03

Business Planning

Develop and submit for Township's review and approval, a business plan and operating budget that includes:

- Marketing, sales, promotion and public relations concepts for the club
- Forecasted revenues and expenses for all departments
- A description of the assumptions upon which the operating budget is based

04

Sales & Marketing

KemperSports' Regional Director of Sales & Marketing will work closely with the on-site team to create a customized business plan to drive rounds, revenue, catering and outside event sales. KemperSports will ensure the plan is creative, responsive to the market and in alignment with the financial objective.

05

Food & Beverage

Handle every aspect of the food and beverage/banquet operations; including menu planning, staffing, inventory control, food quality and safety. KemperSports' National Food and Beverage Director will work with the entire team to ensure quality service and peak performance of all the F&B outlets.

06

S.W.O.T Analysis

Conduct ongoing market surveys to determine strengths, weaknesses, opportunities and threats (S.W.O.T.) of the local competition and make recommendations regarding operations of the club, daily fee strategies and brand positioning.

07

Best Practices

With over 40 years of experience, KemperSports' policies and best management practices will be implemented at all levels of the operation to ensure peak performance and operational efficiencies. Staff will have access to the KemperSports intranet and online resource library, the KemperSports 'Center of Excellence.'

08

Inventory Controls

Implement a comprehensive sales and inventory control plan for the merchandise and food and beverage operations to ensure an optimal Cost of Goods Sold (COGS) ratio and to reduce waste/spoilage, thus reducing expenses.

09

Finance & Accounting

Implement financial controls and provide customized financial reports to Township representatives. Our corporate accounting staff works with the club's controller during the preparation of the annual audited financial statement.

10

Technology

KemperSports will implement an integrated marketing technology plan. This includes ensuring that the point of sales system and website are all integrated in order to obtain guest data, utilization and purchasing habits, family and guest preferences, etc. It is critical that all components are integrated in order to maximize the guest experience while at the club.

13

Capital Improvements

Early in our engagement, KemperSports will develop a preliminary capital improvements plan focusing on improvements that provide a positive return on investment in the near term.

11

Financial Reporting

Provide a monthly profit and loss statement and other financial information for review and discussion in the regular monthly Finance meeting. Standard financial reports include:

- Weekly flash reports (revenues)
- Pace reports for membership, catering and lodging
- Monthly member activity reports
- Summary monthly financial statements (balance sheet and income statement) - Property Level
- Detailed profit and loss statements - Total Property and Department Level Detail

12

Buying Power

Leverage national accounts buying power to purchase supplies, equipment, merchandise, food and beverage items, etc. Our national accounts purchasing power typically results in significant savings for our clients.

14

Human Resources

Responsible for hiring all staff. We provide continual training to staff to ensure continuity of service and community goodwill. Our goal is to build a staff passionate about being part of the operations team to ensure uncompromising customer service and attention to detail.



I spent nearly a decade assembling the land to build Bandon Dunes Golf Resort. When it came to choosing a development partner and management company, it was a simple choice. No one shared my passion and understood my vision more than KemperSports."

— Mike Keiser, Client since 1998
Owner, Bandon Dunes Golf Resort



Scope of Services

Operations

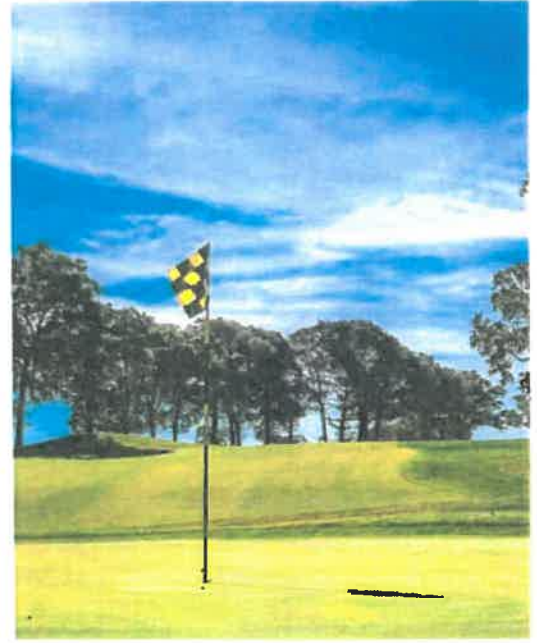
With the leadership of the General Manager, support of the KemperSports Home Office and guidance of appropriate policies and procedures, the staff will feel empowered to facilitate a memorable guest experience. Operational guidelines and reports are actively monitored and refined, including tee time management, retail operations and outside services.



Operations | Services



01



02

True Service Training

- Designed to enhance each staff member's communication and problem-solving skills. Sessions are administered by a True Service Champion to build a culture of dialogue on improving customer service performance. True Service increases motivation and engagement, improves knowledge and boosts employee confidence. In return, guests will feel more confident in the facility's performance and build better connections with the staff, leading to increased revenues and loyalty.

Revenue Management

- Effective reservations, tee sheet, third party distribution and patron flow management are critical to the customer experience.
- Negotiate for better trade time/commission rates with third party distributors (GolfNow, EZLinks, etc.).
- Dynamic pricing models and enhanced utilization of "white space" allow for a more efficient use of the course and increased revenues.

Merchandising

- Strategic determination of appropriate product mix, quantity and appearance.
- Utilization of an Open-to-Buy plan to reduce occurrence of surplus or deficient product inventories.

Carts

- Monitor appropriate maintenance and sanitation schedule and ensure maximum fleet uptime and utilization.
- Advocate on our partner's behalf for efficient, effective customer service from vendor partners.

Outings

- Create memorable experiences for all outing coordinators, groups, members and guests.

A close-up portrait of a young woman with voluminous, dark, curly hair. She is smiling warmly at the camera, showing her teeth. She is wearing a black short-sleeved shirt with a vibrant floral pattern in red, white, and green. A red strap, likely from a bag, is visible over her right shoulder. The background is out of focus, showing warm, bokeh light spots and hints of an indoor setting.

TrueService™

Our commitment to creating a dynamic guest experience is proven in the service and survey scores that our properties will receive. Our proprietary TrueService training program gives our staff the tools they need to operate with a service-centric focus. We pride ourselves on the level of service and value that we bring to our members and guests across our diverse portfolio.

Course Maintenance | Services



01

KemperSports facilities provide "Best in Class" course conditions by utilizing precise operating standards and environmentally-sensitive practices. Regional Executives and agronomy specialists partner with the onsite superintendent to establish quality benchmarks and risk mitigation strategies.

Green to a Tee

- Proprietary, multi-level certification program which focuses on environmentally-friendly practices in habitat management, water and fuel conservation, energy usage and recycling. Green to a Tee demonstrates our dedication to the environment, saves money, and has a positive impact that reaches beyond the property. Not only do we place specific value on maintaining a clean environment at our facilities, but also recognize that it enhances the customer experience.

Standard Operating Procedures

- Establish policies and procedures consistent with your expectations and budget compliance.
- Maintenance programs for mowing, top dressing, watering, seeding, fertilizing, aerification, disease infection, weed control, fungicide applications, insecticide applications and herbicide applications.

Continuing Education

- Strategic partners in maintenance and agronomy offer various educational opportunities, including webinars and onsite visits, which allows the team to maximize the utility of their products and provide updates on industry-leading advancements.

Safety National

- Developed in partnership with Aon Insurance, this unique program identifies cost savings opportunities by having routine internal safety audits and action plans to ensure standard compliance.
- Commitment to provide a safe, efficient and healthy environment for our staff and guests.
- Save up to \$8,000 in insurance premiums.

Programming | Player Development



01



02

Player development programming stimulates sustainable revenue growth. Programs such as Get Golf Ready introduce adults to the game in a fun and social setting. Students are typically ready for consistent golf activity after just four or five classes. On average, golf-related spending from graduates approaches \$1,500 following the program. Research also shows high loyalty rates among graduates, who tend to play and purchase equipment where they learned the game. All KemperSports facilities utilize Player Development programs, which have significant short-term and long-term benefits.

With the belief that golf is not only our job, but our passion, KemperSports takes personal pride in its mission to help grow the game and share our love of the sport with new and former golfers. KemperSports' Player Development Month is an initiative built to provide tools and best practices to a portfolio of more than 125 public, private and resort golf courses around the country. The program is geared to deliver innovative ways to reach an entire demographic of non-golfers.

Adult Programs

- Get Golf Ready
- No Embarrassment Instructional League
- Themed instruction nights including F&B
- Beginner golf programming and events
- Social and creative events

Junior Golf Programs

- Junior camps
- Cross-promotional programs with rec centers
- PGA Junior League
- Youth On Course
- Bring your daughter/son day
- Family golf rates
- The First Tee

Sales & Marketing | Services

Revenue goals hinge on proactive efforts to promote rounds and event sales. KemperSports will develop a customized sales and marketing plan to retain and attract golfers. With the support of our local and regional team, we will conduct internal and external analyses utilizing our local golf market intelligence. Findings will identify how to uniquely position the club in the community, based on a clear vision that defines the facility's unique value.

Marketing Plan Development and Implementation

- The Regional Sales and Marketing Director collaborates with onsite staff to develop and implement a marketing plan that aligns with your expectations.
- Monthly marketing reports provide status updates on budget, bookings, rounds, revenue and social media metrics.

Targeted Marketing Campaigns

- Using data aggregated from the National Golf Foundation, the Sales and Marketing team is able to pinpoint marketing efforts by attributes such as income, household density and golfing households.
- Targeted marketing efforts maximize the potential return on investment from the marketing budget. Market insights allow us to segment data based on zip code, age, income, education, discretionary spending, golfing households, interested golfers and hundreds of other data categories.

Social Media Strategy and Engagement

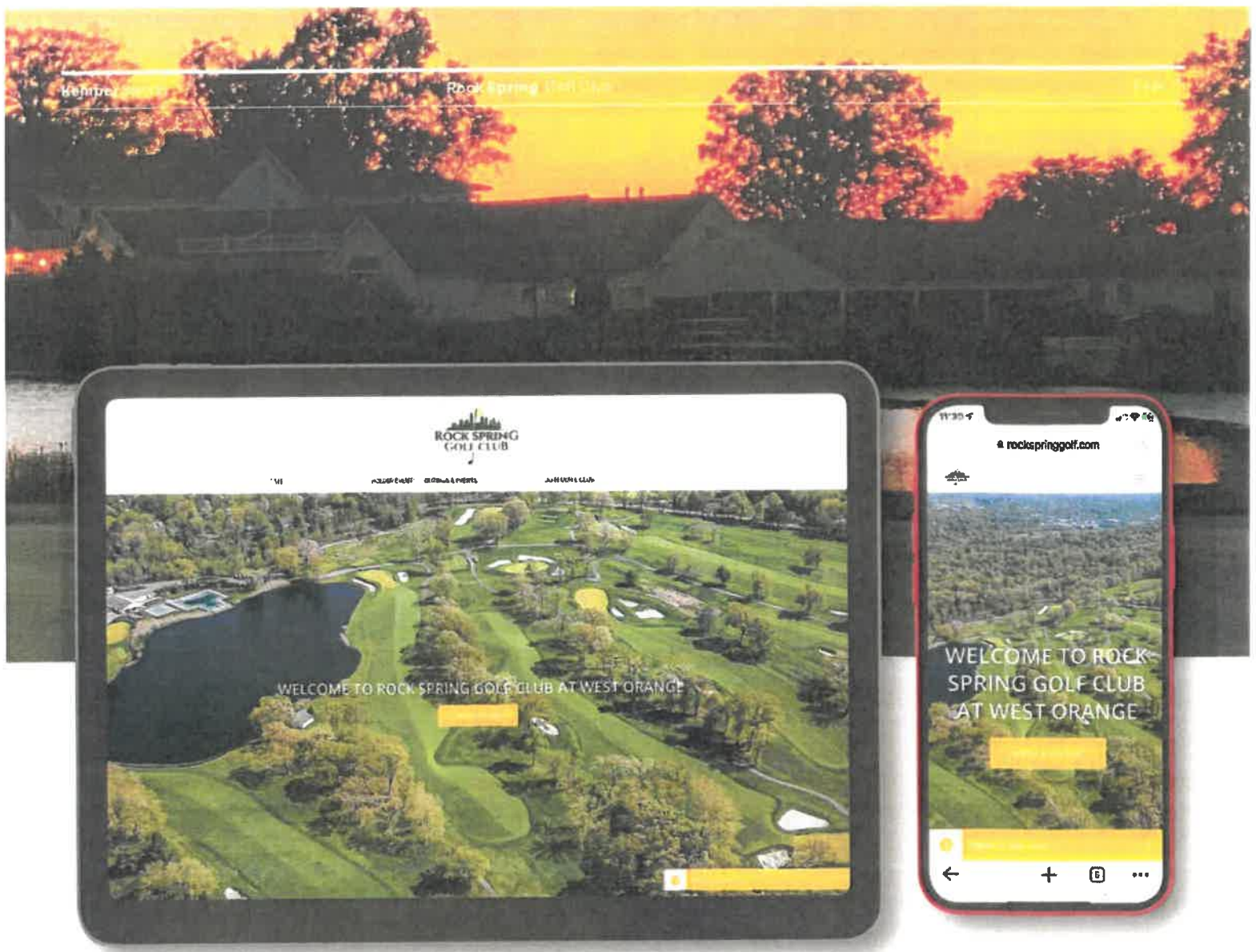
- Effective customer engagement through social media channels is vital to branding efforts.
- KemperSports utilizes industry-leading social media tools to quantify impact and engagement.

Website Design and Analytics

- Assist with development of a responsive, engaging and optimized website to allow customers easy access to course information, reservations and data.

Technology & Marketing

- Efficient, effective technology implementation is vital for both internal and external parties. KemperSports prides itself on its ability to work with our technology partners and sales & marketing teams to use technology to not only communicate with our customers, but also quantify its impact.



Website

- The Sales and Marketing team will audit and adapt the course website to include high-quality, responsive content that is optimized for search and mobile formats. Traffic growth helps increase online bookings directly on the website versus third party distribution platforms.

Social Media

- Connecting with various groups of golfers and food and beverage patrons requires a thoughtful approach to social media. KemperSports creates social media strategies that rate highly in quality, cadence, engagement, responsiveness and the ability to grow followers.

Food & Beverage | Services



01



02

The Food and Beverage department provides a tremendous opportunity to capture revenue, from golfers to events and banquets. Appropriate staffing and training, along with an efficient costing and ordering strategy, allows the customer to have a complete experience, while offering the property an additional revenue stream. Access to KemperSports' national vendors allows food and beverage operations to lower cost of goods while maintaining or increasing the quality of their offerings.

Quick-Service Outlets

- Snack stands and other quick-service outlets provide golfers with convenient, grab-and-go items that maintain pace of play and can be mobilized in multiple areas (i.e. range, beverage cart, etc.)

A La Carte Dining

- A la carte dining provides additional space to serve a broader range of customers.
- Themed nights and programmed dinners create unique experiences, leading to repeat business.

Banquets/Events

- Creative space utilization and menu planning enables the flexibility to accommodate a range of event types (showers, luncheons and weddings).

Menu Strategy and Costing

- Thoughtful menu offerings in all three categories require the collective input of onsite and regional team members to match menu items to their customers in an economically-sustainable manner.
- Utilization of National Partner programs help reduce food cost and provide easy-to-adapt technological tools to conceptualize and streamline the menu creation process.

Certification and Licensing

- KemperSports develops and enforces appropriate food safety standards and protocols, ensuring that supervisors are appropriately trained in food storage, preparation and serving methods.
- In-house legal and administrative support aid in the acquisition, compliance and renewal of any liquor licensing requirements.

Human Resources | Services

Responsible for hiring, employing, maintaining and training all staff. We will seek to "retain and retrain" the majority of existing staff to ensure continuity of service and community goodwill. Our goal is to build a passionate operations team which ensures uncompromising customer service.

Recruitment

- Recruiting the right team starts by looking in the right places. The human resources team assists owners and general managers with identifying the best candidates and facilitating the interview process, culminating in the hiring and onboarding of key personnel.

Benefits

- Because facility staff become staff of KemperSports, they gain access to an array of benefit choices, including medical, dental, vision and 401(k) benefits. The Drive to Wellness campaign encourages healthy living and provides various premium discounts.

Pandemic

- Now with COVID-19, we have further strengthened our safety and quality control programs for both our staffers as well as our customers.



Workplace Wellness & Safety

Safety is crucial to all business operations and no one understands that more than KemperSports. KemperSports promotes overall property safety including safe working conditions for staff members at all facilities across the country. Much of KemperSports' success in creating a safe environment for its guests and staff comes from its proprietary Safety National program. In a partnership with its risk management consultants and insurers, KemperSports developed Safety National to ensure overall property and workplace safety is front of mind for all staff members on a day to day basis, year-round.

KemperSports understands that its responsibility is not only to provide guests with incredible experiences and service, but also to make sure they are safe and secure. When its staff members work in environments free from safety risks, they are able to focus their attention on delivering exceptional customer service and as a result are more productive and happy themselves.

Wellness receives similar attention at KemperSports. Along with its HR and Benefits consulting partners, KemperSports constantly monitors its data and trends in the health and welfare benefit plan area. Through its proprietary Drive to Wellness program, staff members were provided the opportunity to have biometric screenings done at the workplace, or at a local lab, with wellness coaches available for reviewing results. Participating staff were also encouraged to take the information they received from these screenings to their doctors for further follow up and review.

Accounting & Finance | Services

Financial transparency and accountability is a hallmark of KemperSports' service offerings. Corporate and onsite accounting teams provide partners with a variety of reports detailing and summarizing activities in all facets of the operation.

Expense Management

- KemperSports provides several proven systems to achieve revenue and budget goals. With the support from the KemperSports regional operations team and home office accountants, the onsite staff will benefit from having proper standard operating procedures as a guideline for improved management controls.

Inventory

- Proper inventory counts provide management with the ability to make accurate decisions and monitor the health of the business. The General Manager will implement systematized inventory training and procedures to enhance the accuracy of inventory reports.

Reports

- Accounting can provide weekly and/or monthly profit and loss statements and other financial information for review and discussion in the regular monthly meeting. Standard financial reports include weekly flash reports, detailed profit/loss statements and summary financial reports.

Purchasing | Services

KemperSports has purchasing relationships with strategic partners in golf course maintenance (equipment and supplies), golf carts, golf shop merchandise, clubhouse, lodging and food and beverage supplies, etc., typically resulting in significant savings.

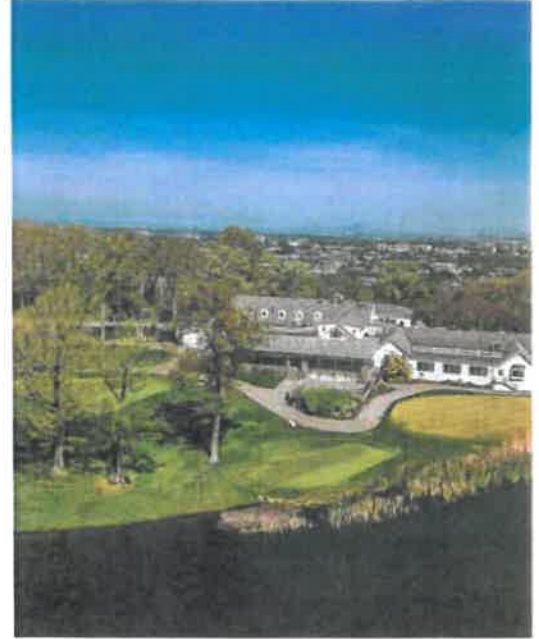
In addition to savings, KemperSports' strategic partners provide unmatched customer service at the local, regional and national levels.



Construction & Development | Services



01



02

KemperSports has had the honor of consulting and/or managing the construction/renovation of more than 40 courses over the past 20 years.

The KemperSports Team works alongside the architecture, construction and management teams to ensure timely and compliant project completion.

Construction & Development services include oversight of:

- Design/renovation plans
- Construction timeline, mobilization and completion
- Grow-in strategy
- Clubhouse and amenities construction

Planned Programs | 2022

Capital Plans in Development

- Bunker Renovation including face rebuilds, bunker resizing/elimination, new sand & drainage
- Cart path expansion to complete 18 hole loop
- Irrigation control updates
- Course drainage improvements

Programming

- Kids & Junior Golf
- First Tee Initiative (launch in 2022)
- Beginner Clinics
- Rec Program w Township
- PGA Jr League
- West Orange HS Team Home Site
- Women's
- West Orange Women's Association Clinics
- Women's Open Clinics
- Make Golf Your Thing

Ecological Programs

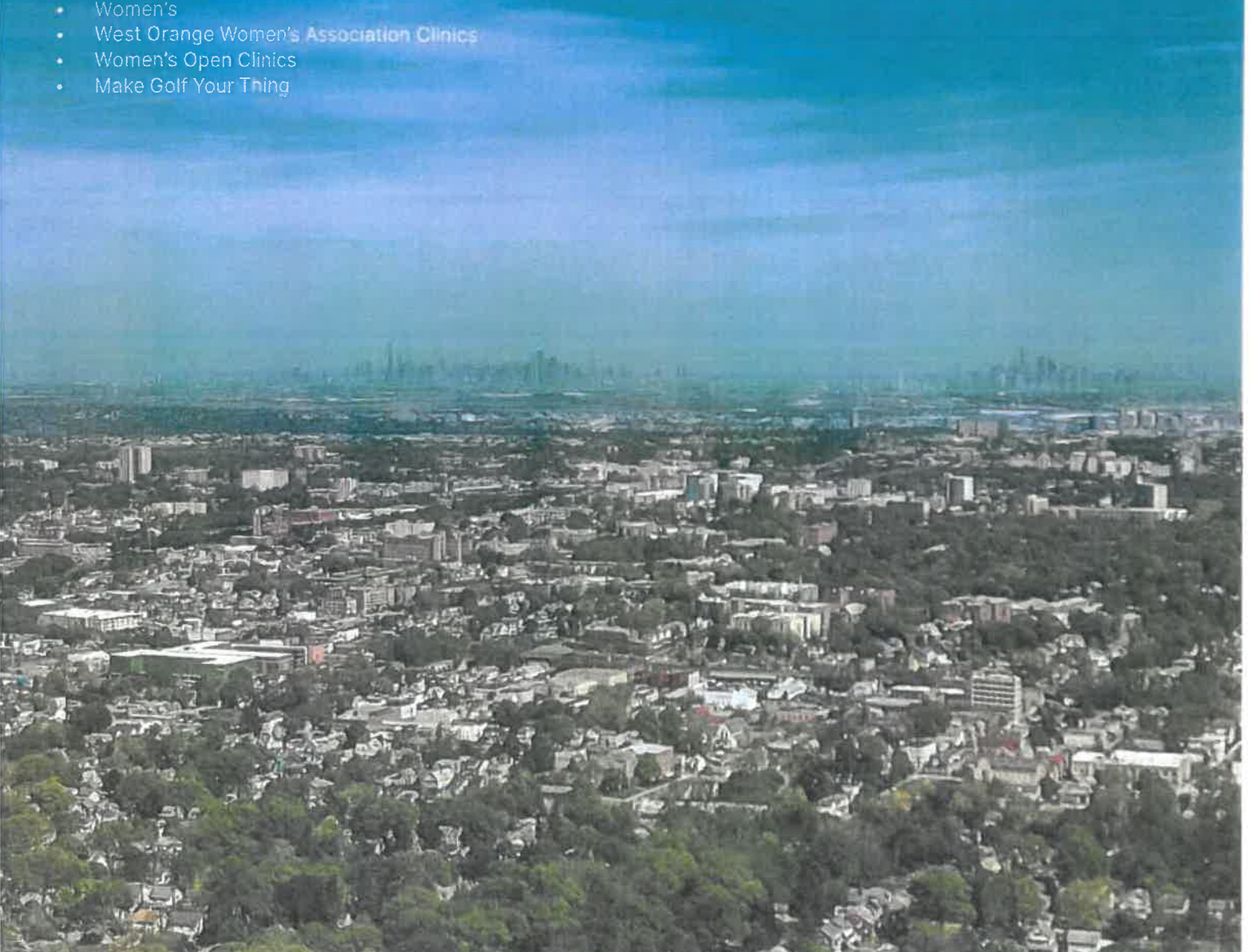
- Green To a Tee certification level 3
- Audubon Certification by end of 2023
- Butterfly Garden summer 2021
- Local Boy Scouts/Eagle Scout Program

Telling the Seth Raynor Story

- Template Golf
- Bronze Plaques on large stones throughout course
- Scorecard story and QR code w link to website and Seth Raynor Story link

The Story of Our Team

- Diversity in forward facing positions



Key Business Terms



Management Agreement

Length

5 Years Upon Commencement Date

Financial Compensation

Fee Structure

As per terms of RFP dated May 15, 2021