

**MONMOUTH COUNTY PARK SYSTEM
805 NEWMAN SPRINGS ROAD
LINCROFT, NJ 07738
(732) 842-4000**

**FOOD AND BEVERAGE CONCESSIONS AT HOWELL PARK, SHARK
RIVER & CHARLESTON SPRINGS GOLF COURSES**

BID NO: #0063-23

ADVERTISED: TUESDAY, JULY 18, 2023

BIDS DUE: WEDNESDAY, AUGUST 9, 2023, at 10:00AM

TO APPEAR IN PAPER: TUESDAY, JULY 18, 2023

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Monmouth County Board of Recreation Commissioners at the Monmouth County Park System, Headquarters Building, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey 07738, until **10:00 a.m.**, prevailing time on **Wednesday, August 9, 2023** and then publicly read aloud for the following:

1. FOOD AND BEVERAGE CONCESSIONS AT HOWELL PARK, SHARK RIVER AND CHARLESTON SPRINGS GOLF COURSES (BID #0063-23)
2. FURNISHING AND DELIVERY OF GOLF COURSE CONCESSIONS, CATERING AND EVENT MANAGEMENT SERVICES FOR HOMINY HILL GOLF COURSE (BID #0064-23)

Bid Documents, including Instructions to Bidders, complete Plans and Specifications, and Proposal Forms may be obtained by qualified bidders on our website at www.monmouthcountyparks.com; **“Do Business with Us;” “Request for Bids”** . If requested by potential bidders, the Monmouth County Park System will mail a bid packet to such bidders. The Monmouth County Park System only assumes the responsibility for email and /or fax notifications and for placing bid packet in the mail, and not for the proper and timely delivery of such notices or packets.

Bids must be submitted on the proposal form provided or an exact duplicate in the manner designated and required by the specifications. Bid submitted must be enclosed in a sealed envelope bearing the name and address of the bidder, the title of the bid, and the words “Sealed Bid.” Bids are to be addressed to the Purchasing Agent, Monmouth County Board of Recreation Commissioners, 805 Newman Springs Road, Lincroft, New Jersey 07738. Bids may be mailed in or placed in the drop box located outside of the Thompson Park Headquarters Building, 805 Newman Springs Road, Lincroft, NJ, prior to the opening date. **Bidders shall submit at least one (1) original of each form, with an original signature.**

All bidders are required to comply with requirements of P.L. 1975, c.127, N.J.S.A. 10:5-31, et seq. (N.J.A.C. 17:27) (Affirmative Action), 42 U.S.C. 512101, et seq. (Americans with Disabilities Act), and N.J.S.A 40A:11-16 “Designated Subcontractors,” N.J.S.A. 52:32-44 (Business Registration) and N.J.S.A. 34:11-56.25, et seq. (Prevailing Wage), and all other laws and regulations that apply to bidding and the performance of the proposed contract.

The Monmouth County Board of Recreation Commissioners reserves the right to waive any informality in, or to reject any or all bids in accordance with N.J.S.A. 40:A-11-13.2, and to award contracts in whole or in part, if deemed in the best interest of the Board to do so.

The Monmouth County Board of Recreation Commissioners shall reserve the right to hold bids for sixty (60) days prior to award of contracts.

All inquiries are to be directed to the Purchasing Department at (732) 842-4000. By order of the Board of Recreation Commissioners of the County of Monmouth.

Kevin Mandeville, Chairman
Andrew J. Spears, Director
Jennifer Kaczala, Purchasing Agent

GENERAL CONDITIONS

1. All bidders must submit their proposals on the enclosed forms and must furnish all required information. FAILURE TO PROPERLY EXECUTE THESE FORMS MAY BE CAUSE FOR REJECTION OF THE BID.
2. The bid must be enclosed in two (2) sealed envelopes, one inside the other. The word "BID" must be written on both envelopes. The outside envelope must bear the title of the bid, the date of the bid opening, and the name and address of the bidder.
3. Included with this specification is a true copy of the contract that will be the formal contract to be executed by the successful bidder.
4. The quality of items to be furnished is as set forth in detail in the proposal
5. Any brand names mentioned in the specification shall be deemed to include the words "or approved equal", and bids submitted on other brands must include detailed information and specifications that may be used for the purpose of making comparisons.
6. All bidders must indicate any variation to the specifications, terms, and conditions, no matter how slight. If no variances are indicated, it will be defined to mean that the specification will be fully complied with.
7. Items of foreign origin must be so indicated. Your signature to the bid proposal will be taken as your certification that all manufactured articles and materials not so indicated, have been made or produced in the United States (40 A:11-18)
8. The bidder, if awarded a contract, agrees to protect, defend and save harmless the contracting unit against any damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the contracting unit from suits or actions of every nature and description brought against it, for, or on account of any injuries or damages received or sustained by an party or parties by, or from any of the acts of the contractor, his servants or agents.
9. The Monmouth County Board of Recreation Commissioners reserves the right to reject any or all bids and to waive any minor defect or informality in any bid, should it be in the best interest of the Board to do so.
10. The Board of Recreation Commissioners has up to sixty (60) days to make the award. If addition time is required beyond sixty (60) days, the contracting unit may request permission to do so from any one of the three apparent lowest responsible bidders for an additional period of time to be agreed to by the contracting unit and bidders.
11. In the event that the bidder to whom the contract is awarded should fail to enter into a contract, the Board of Recreation Commissioners may, at its option, accept the proposal of the next lowest bidder.
12. Should the contractor fail to fulfill the terms of the contract within the specified time, the Board of Recreation Commissioners reserves the right to rescind the contract and secure the items or services elsewhere. The contractor is responsible for any additional cost incurred as a result of this action.
13. All items are to be delivered F.O.B. destination specified. The maximum of days allowable for delivery is indicated in the specification and must be adhered to.
14. The County of Monmouth and the Board of Recreation Commissioners are exempt from all Federal, State, and Municipal sales and excise taxes. The New Jersey Sales Tax Exemption Number is 69-0220842.

15. Following delivery, an invoice and a signed Monmouth County payment voucher must be submitted to the Board of Recreation Commissioners. Payment will be made upon approval of the voucher by the Monmouth County Board of Recreation Commissioners and the Monmouth County Board of Chosen Freeholders

16. MANDATORY BUSINESS REGISTRATION CERTIFICATE

**NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS
GOODS, SERVICES, AND CONSTRUCTION* CONTRACTS**

Proof of valid business registration (a Business Registration Certificate) with the New Jersey Department of Treasury, Division of Revenue must be submitted to the contracting agency prior to the award of any contract, including purchase orders. No contract will be awarded without proof of such business registration. N.J.S.A. 52:32-44 imposes the following requirements on contractors and on all subcontractors that knowingly enter into a contract, or construct a construction project, with a contractor in the fulfillment of a contract with a contracting agency. *In the case of a construction contract, “subcontractor” shall mean only designated subcontractors who are required by N.J.S.A. 40A:11-16 to be named in the submission of a bid.

A subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to the contractor who shall provide it to the contracting agency. The contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractors prior to the time a contract is awarded.

The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. Before final payment of the contract is made by the contracting agency, the contractor shall submit a complete and accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract or shall attest that no subcontractors were used.


For the term of the contract, the contractor and each of its affiliates and each subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the “Sales and Use Tax Act” (N.J.S.A. 54:32 B-1, et seq.) on all taxable sales of tangible personal property delivered into this state.

A business organization that fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency


Sample Business Registration Certificates are attached for convenience. Questions on obtaining a Business Registration Certificate or on the law and its requirements can be directed to the Division of Revenue at (609) 292-9292.

(Revised 5/2017)

THESE ARE SAMPLES OF THE ONLY ACCEPTABLE
N.J. BUSINESS REGISTRATION CERTIFICATES:

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name:	
Trade Name:	
Address:	
Certificate Number:	
Effective Date:	
Date of Issuance:	
For Office Use Only:	

OR

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 322 TRENTON, N.J. 08646-0322</small>
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
		 Acting Director New Jersey Division of Revenue
<small>CRM-DEC (05-01)</small>		<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>

(Revised 5/2017)

17. Any proposal not meeting the requirements set forth herein may be rejected.
18. If this is an on-call supply contract for a stated period of time or a service contract, whether or not for a stated period of time, the County may cancel the contract or portions thereof, without cause, upon written notice to the contractor. If an on-call supply contract is cancelled or partially cancelled by the County under this provision, the contract shall be entitled to payment only for the goods called for by the County prior to the cancellation, at the contract rate(s), upon delivery of those goods to the County, but not for the overhead and profit associated goods not called for by the County. In the alternative, at its option, the County may also cancel any or all called for orders for goods, provided that the County will compensate the contractor for the contractor's reasonable overhead and profit related to such order, but not for the overhead and profit associated with any other goods not called for by the County. Likewise, a service contractor shall be entitled to payment for services duly requested by the County and rendered by the contractor prior to the cancellation, also at the contract rate(s), but not for the overhead and profit associated with services not performed. If a contract is partially cancelled, the remainder of the contract shall continue in effect, subject to reasonable adjustment to cover the contractor's actual increased costs, if any, in supplying the remaining goods and services.

**ALL BIDS SUBMITTED SHALL INCLUDE THE ATTACHED "BIDDER'S
CHECKLIST" ALONG WITH A SIGNED PROPOSAL AND ALL REQUIRED
DOCUMENTS LISTED ON THE CHECKLIST**

**The successful vendor(s) must submit the AA302 Certificate to the Division of Public
Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.**

GENERAL SPECIFICATIONS

- INTENT:** It is the intent of this specification to describe and govern the **FOOD AND BEVERAGE CONCESSIONS AT HOWELL PARK, SHARK RIVER & CHARLESTON SPRINGS GOLF COURSES (BID #0063-23) hereafter**, referred to as the items.
- SCOPE:** The bidder is to furnish and deliver any or all items as called for in the specifications as instructed by the Agency.
- GENERAL:** The items shall be new and of the latest design. The items shall be furnished complete in every detail and ready for use when delivered to the Agency. Any item differing in minor details from these specifications may be considered, provided such differences are clearly noted and described in detail by the bidder and attached to the proposal and considered by the purchaser to be, in all essential respects in compliance with these specifications. If requested the bidder shall bring to the Agency, the items or a portion thereof, for a final inspection before the bid is awarded. The agency reserves the right to inspect manufacturing and warehouse facilities.
- EQUAL/TIE BIDS:** In the event of equal or tie bids, the agency reserves the right to award, at its discretion, to any one of the equal or tie bidders.
- PRICE DISCREPANCY:** If there is a discrepancy between the extended price and the unit price, the unit price shall prevail, and the agency retains the right to recompute the extended price.
- The agency also retains the right to check tie addition of all extended prices regardless of whether or not there is a discrepancy between the extended prices and the unit price. If the total sum of the extended price is incorrect, as a result of the bidders faulty arithmetic calculations, the agency will substitute the correct price and inform the vendor of the change.
- GUARANTEE:** The bidder shall guarantee that the items and all its parts shall comply with this specification.
- PRODUCT:** Only manufactured and farm products of the United States wherever available, shall be used in the performance of the specifications.
- QUANTITY:** Quantities stated in the specifications are approximate quantities only, and the agency reserves the right to increase or decrease the quantities without increase or decrease in price.
- PROPOSAL FORM:** Prices are to be quoted for each item to be bid upon by bidder. The Board of Recreation Commissioners reserves the right to accept or reject any or all items listed on the proposal and to award the contract in whole or in part as deemed in the best interest of the Board of Recreation Commissioners.

CONTRACT SAMPLE

“**Board**” means “Monmouth County Board of Recreation Commissioners”

“**Contractor**” means *{Insert Name of Vendor}* the legal entity with which the Board has entered into this Agreement, and its permitted successors and assigns.

“**Agreement**” means this *{Insert Title of Contract}* Agreement between the Board and the Contractor, dated *{Insert Award Date}*, as the same may be amended or modified from time to time in accordance herewith.

“**County**” means the County of Monmouth, New Jersey

This “**Agreement**” entered into this *{XX}* day of *{Month}*, 2021 by the “**Board**”, a body politic, with offices located at 805 Newman Springs Road, Lincroft, New Jersey 07738, and the “**Contractor**” a corporation with offices at *{Insert Vendor Address}*

IT IS AGREED:

- 1) Contractor will construct *{Insert Bid Title, BID #0000-00, BID DATE: 0/00/21}*, ITEMS: *{Insert Agenda Award Wording exactly from Award Form, Spell out Dollar Amount}* (\$ _____) all in accordance with the notice to bidders, plans, specifications and proposal, resolution awarding contract, and other bid documents, all of which are incorporated herein and made a part hereof as if set forth in full.
- 2) Books and Records. Contractor shall maintain all documentation related to products, transactions or services under this Agreement for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request as per *N.J.A.C 17:44-2.2*
- 3) Indemnification. Contractor agrees that it will protect, indemnify and hold harmless the County of Monmouth, its Board of Recreation Commissioners, the Monmouth County Board of Chosen Freeholders, Monmouth County Constitutional Officers (Sheriff, County Clerk, Prosecutor and Surrogate), and their respective employees, volunteers, and agents (together, the “County Indemnified Parties”), from and against (and pay the full amount of) all liabilities, obligations, delays, penalties, charges, taxes, fees and costs, deposits, actions, damages, claims, demands, judgments, losses, attorneys’ fees, expenses, and suits, and will defend the County Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property, arising out of (1) actual or alleged negligence, intentional, or wrongful conduct of the Contractor or any of its officers, members, employees, agents, representatives, or subcontractors in connection with its obligations or rights under this Agreement, (2) actual or alleged Contractor breach, (3) actual or alleged performance or non-performance of the Contractor’s obligations under this Agreement, or (4) the Contractor’s actual or alleged failure to pay its workers, suppliers, or subcontractors for labor or materials provided to the Board. The Contractor’s indemnity obligations hereunder shall not be limited by any coverage exclusions or other provisions in any insurance policy maintained by the Contractor which is intended to respond to such events. The Contractor’s indemnification obligation shall not include claims that are finally determined to result from the sole negligence or willful misconduct of the Board.

A County Indemnified Party shall promptly notify the Contractor of the assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Contractor the opportunity to defend such claim, and shall not settle the claim without the approval of the Contractor. The Contractor agrees that the County reserves its right to monitor and actively participate in the defense of any and all claims against the County, at its own expense, if, in its sole discretion, the County chooses to do so. These indemnification provisions are for the protection of the County Indemnified Parties only and shall not establish, of themselves, any

liability to third parties. The provisions of this subsection shall survive termination of this Agreement.

- 4) Counterparts. This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.
- 5) Notices. Any notices that are provided pursuant to this Agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To the Board:

Monmouth County Board of Recreation Commissioners
805 Newman Springs Road
Lincroft, NJ 07738
Attn: Andrew J. Spears, Director
Email: AndrewJ.Spears@co.monmouth.nj.us
Fax: 732-842-4162

with a copy to:

Michael P. Supko, Jr.
Special County Counsel
Archer & Greiner, P.C.
10 Highway 35
Red Bank, NJ 07701

To the Contractor:

XYZ Corp.
2 Main Street
Anytown, NJ 12345
Attn: Jane Doe, President
Email: jdoe@xyzcorp.com
Fax: 123-456-7890

Or to such other address or individual as any party may from time to time notify the other.

- 6) Multi-Year Contracts. If the contract period extends beyond the Board's current budget year, the Agreement shall be subject to the availability and appropriation annually of sufficient funds in any subsequent year(s).
- 7) No Discrimination. The Contractor agrees to comply with the Anti-Discrimination in Employment requirements of N.J.S.A. 10:2-1, set forth in Exhibit A attached hereto. The Contractor also agrees to comply with the Equal Employment Opportunity requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., set forth in Exhibit B attached hereto. The Contractor also agrees to comply with the Americans with Disabilities Act requirements of 42 U.S.C. § 12101 et seq., set forth in Exhibit C attached hereto. The Contractor shall not discriminate nor permit discrimination by any of its officers, employees, agents, representatives, or subcontractors against any person because of age, race, color, religion, national origin, sex, creed, religion, ancestry, marital status, affectional or sexual orientation, familial status,

disability, nationality, gender identity or, with respect to otherwise qualified individuals, disability. The Contractor will take all actions reasonably necessary to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, national origin, sex, creed, religion, ancestry, marital status, affectional or sexual orientation, familial status, disability, nationality, gender identity or, with respect to otherwise qualified individuals, disability. Such action shall include, without limitation, recruitment, and recruitment advertising; layoff or termination; upgrading, demotion, transfer, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor shall impose these non-discrimination provisions by contract on all subcontractors hired to perform work related to this Agreement and shall take all reasonable actions necessary to enforce such provisions. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 8) New Jersey Business Registration. The Contractor has previously provided the Board with a copy of the Contractor's New Jersey Business Registration Certificate and that of any named subcontractor, verifying that the Contractor and subcontractors are properly registered with the New Jersey Department of the Treasury. The Contractor acknowledges that:

(i) N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) a subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to the contractor who shall provide it to the contracting agency; 2) the contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance; 3) prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency a complete and accurate list of all subcontractors or attest that none was used; 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all taxable sales of tangible personal property delivered into this State.

(ii) A contractor or subcontractor who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

- 9) Annual Campaign Contribution Disclosure Requirements. Pursuant to N.J.S.A.19:44A-20.27, Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

- 10) Incorporation of Bid Specifications. The specific duties of the Contractor shall be as set forth in the Bid, Contract Documents which is incorporated in its entirety and made a part of this Agreement and attached hereto as Exhibit "XX". Should there occur a conflict between the

description of the scope of work set forth in this Agreement and the Bid, this Agreement shall prevail.

The Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Agreement to comply with, all of the requirements of the Bid.

- 11) “Or Equal” Substitutions. Whenever these specifications identify a brand name, trade name or a manufacturer's name, this designation is used for classification or descriptive purposes only, and the bidder may substitute an equal product, subject to the approval of the Board.
- 12) Governing Law. This Agreement shall be governed by and construed in accordance with laws of the State of New Jersey.
- 13) Severability. In the event that a court of competent jurisdiction finds any term or clause in this Agreement to be invalid, unenforceable, or illegal, the same will not have an impact on other terms or clauses in the Agreement or the entire Agreement. Rather, such term or clause shall be regarded as stricken while the remainder of this Agreement shall continue to be in full effect. Such invalid, unenforceable, or illegal term or clause may be revised to the extent required to render the Agreement enforceable or valid, and the rights and responsibilities of the parties shall be interpreted and enforced accordingly, so as to preserve their agreement and intent to the fullest possible extent.
- 14) Compliance with Applicable Law. The Contractor shall, and shall cause all subcontractors to, perform in accordance with Applicable Law. The Contractor shall provide all notices, reports, and submissions required by Applicable Law. In the event that revisions in laws, rules, regulations, or other Applicable Law requires changes to the Contractor's performance under the Agreement, the Contractor shall comport with these updated requirements of Applicable Law.
 - “Applicable Law” means any law, rule, regulation, requirement, guideline, action, determination, or order of, or legal entitlement issued or deemed to be issued by, any federal, state, or local agency, court or other governmental body having jurisdiction, applicable from time-to-time regarding any transaction or matter contemplated by this Agreement.
- 15) No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer on any person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.
- 16) No Waivers. No action of the Board or Contractor pursuant to this Agreement (including, but not limited to, any investigation or payment), and no failure to act, shall constitute a waiver by either party of the other party's obligation to comply with any term or provision of this Agreement. No course of dealing or delay by the Board or Contractor in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice such party's rights, powers, and remedies.
- 17) No Consequential or Punitive Damages. In no event shall either party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive, or similar damages (but not actual or direct damages) based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory. The waiver of the foregoing damages applies only to disputes and claims as between the Board and the Contractor. Nothing in this paragraph shall limit the obligation of the Contractor to indemnify, defend and hold harmless the Board Indemnified Parties for any special, incidental, consequential, punitive, or similar damages payable to third parties resulting from any act or

circumstance for which the Contractor is obligated to indemnify the County Indemnified Parties in accordance with and to the extent provided hereunder.

- 18) Forum for Litigation. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to any rights or any relationship between the parties arising therefrom shall be commenced before the Superior Court of New Jersey, venued in Monmouth County; provided, however, that when circumstances allow for federal jurisdiction (based on diversity of citizenship or otherwise), such legal actions and proceedings may be maintained in federal court having jurisdiction over the Board. The Contractor irrevocably consents to the jurisdiction of such courts in any such actions or proceedings, and the Contractor waives any objection it may have to the laying of the jurisdiction of any such action or proceeding.
- 19) Assignment. This Agreement is not assignable or transferrable to any party other than the Contractor without the express written permission of the Board, which may be withheld in the Board's sole discretion for any reason, or for no reason at all. This restriction includes changes in ownership of the Contractor that exceed fifty percent (50%) of the equity or other applicable interests held and disclosed at the time of entry into this Agreement. Any such approval given in one instance shall not relieve the assigning party of its obligation to obtain the prior written approval of the other party to any further assignment. The approval of any assignment shall not operate to release either party from any of its obligations under this Agreement unless the written approval specifically provides otherwise. Any assignment of this Agreement shall require the assignee to assume the performance of and observe all obligations, representations, and warranties of the assigning party under this Agreement.
- 20) Amendments. Neither this Agreement nor any provision hereof may be changed, modified, amended, or waived except by written agreement duly executed by both parties.
- 21) Drafting Responsibility. Neither party shall be held to a higher standard than the other party in the interpretation or enforcement of this Agreement as a whole or any portion hereof as a result of having assumed primary drafting responsibility of this Agreement.
- 22) Acceptance of Final Payment. Acceptance of the final payment by the Contractor shall be considered a release in full of all claims against the Board arising out of, or by reason of, the work performed, and materials furnished under the Agreement.
- 23) Set-Off. Should Contractor either refuse or neglect to perform the service which Contractor is required to perform in accordance with the terms of this Agreement, and if expense is incurred by the Board by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent the Board from pursuing any other remedy to which it may be entitled.
- 24) This Agreement may be terminated as follows:
 - a. If Contractor is required to be licensed in order to perform the services which are the subject of this Agreement, then this Agreement may be terminated by the Board in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
 - b. If, through any cause, the Contractor, where applicable, shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished

documents, data, studies, and reports prepared by the Contractor under this Agreement, shall be forthwith delivered to the Board.

- c. Bankruptcy or insolvency of the Contractor; sale of the business of the Contractor, or death or permanent disability of the Contractor in the event the Contractor is an individual.
- d. Should the Board default in the performance of this Agreement or materially breach any of its provisions, which remain uncured after thirty (30) days after notice is given to the Board, the Contractor may terminate this Agreement, unless the Board is prevented from performing this Agreement by circumstances beyond its control. In that instance, any obligations owing by the Board to the Contractor shall be suspended without liability for the period during which the Board is so prevented.
- e. Should the Board fail to pay Contractor all or any part of the compensation earned for services rendered within sixty (60) days after the date due, the Contractor may at its option, terminate this Agreement.
- f. Notwithstanding the above, the Contractor, where applicable, shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to the Board from the Contractor is determined.
- g. Termination shall not operate to affect the validity of the indemnification provisions of this Agreement.

25) Insurance Coverage. The Contractor shall obtain, pay for, and maintain the insurance coverages listed in paragraphs (a) through (e) below with respect to performance of the Agreement. The Contractor shall be responsible for premiums, fees and other costs associated with obtaining and maintaining such required insurance, and the Board shall have no obligation to reimburse the Contractor therefore. The Board reserves the right to waive or modify the below requirements, if appropriate.

- (a) Statutory workers compensation insurance required to be held by any State or Federal law, including other states coverage, and employers liability coverage with limits of \$500,000 each accident, \$500,000 each employee and \$500,000 aggregate for disease;
- (b) Commercial General Liability coverage for bodily injury, property damage, and personal injury liability of not less than \$1,000,000 combined single limit each occurrence or offense, and \$2,000,000 general aggregate. Coverage is to include premises and operations, independent contractors, and products and completed operations;
- (c) Business Automobile Liability insurance including coverage for any owned, hired, or non-owned vehicle, with limits of not less than \$1,000,000 combined single limit, including an MCS 90 endorsement;
- (d) Umbrella excess or excess liability insurance above the required commercial general, business automobile, and employers liability insurance in the amount of \$1,000,000 each occurrence and aggregate; and

Additional Insureds. The Contractor shall name the County of Monmouth, Monmouth County Board of Recreation Commissioners, and their respective officers, servants, and agents as additional insureds (the "Additional Insureds") on all insurance policies required pursuant to this Appendix A (other than paragraphs 1(a) and (c) hereof).

To the extent permitted by Applicable Law, and by the insurance policies, each party shall waive the subrogation rights of its various insurance carriers in favor of the other party.

Insurance Certificates. Insurance, and any renewals thereof, shall be evidenced by certificates of insurance issued or countersigned by a duly authorized representative of the issuer and delivered to the Board for its approval.

Notices. Each insurance policy shall be endorsed to require 45 days written notice to the Board of cancellation, or intent not to renew by the insurance company.

Non-Recourse Provision. All insurance policies shall provide that the insurers shall have no recourse against the Additional Insured for payment of any premium or assessment and shall contain a severability of interest provision in regard to mutual coverage liability policies. The coverages provided by mutual coverage liability insurance policies required hereunder shall be the primary source of any restitution or other recovery for any injuries to or death of persons or loss or damage to property incurred as a result of an action or inaction of the Contractor or its subcontractors, of their respective suppliers, employees, agents, representatives, or invitees, that fall within these coverages and also within the coverages of any liability insurance or self-insurance program maintained by the Board.

Subcontractors. The Contractor shall be responsible for ensuring that all subcontractors that are providing contract services secure and maintain all insurance coverages (including workers' compensation insurance) and other financial sureties required by New Jersey law in connection with their presence and the performance of their duties at or concerning the providing of contract services.

Qualifications of Insurers. The Contractor is required to obtain the insurance set forth herein with insurance companies allowed to do business in the State of New Jersey, which maintain ratings of at least A- VII in the latest evaluation of the A.M. Best Contractor Reports.

26) Liquidated Damages. This Agreement provides for the payment of liquidated damages in certain circumstances of nonperformance, breach, and default. Each party agrees that the damaged party's actual damages in each such circumstance would be difficult or impossible to ascertain and that the liquidated damages provided for herein with respect to each such circumstance are intended to place the damaged party in the same economic position as it would have been in had the circumstance not occurred. Except as otherwise specifically provided herein, such liquidated damages shall constitute the only remedy in such circumstances by the nonperforming, breaching, or defaulting party, regardless of legal theory.

IN WITNESS WHEREOF, the parties have signed this agreement.

MONMOUTH COUNTY BOARD
OF RECREATION COMMISSIONERS

{VENDOR NAME}

BY: _____
Kevin Mandeville, Chairman

BY: _____

ATTEST:

Andrew J. Spears, Director

ATTEST:

DATE: _____

DATE: _____

RESOLUTION NO: _____

PURCHASE ORDER NO: _____

SPECIFICATIONS FOR THE FOOD AND BEVERAGE CONCESSIONS AT HOWELL PARK, SHARK RIVER AND CHARLESTON SPRINGS GOLF COURSES

The Monmouth County MCPS Board of Recreation Commissioners (“MCPS” or the “County”) is seeking proposals from qualified Concessionaires interested in operating the food and beverage concessions at Shark River, Howell Park, and Charleston Springs Golf Courses. The intent of this bid is to seek out Concessionaires who will provide high quality food and beverage service at reasonable prices for daily golfers, special events, and golf outings with an emphasis on customer service. The term of the contract(s) shall be one year commencing 2024, with the possibility of one (1) year extensions for both 2025 and 2026 at the sole discretion of the Monmouth County MCPS and the Monmouth County Board of Recreation Commissioners.

METHOD OF AWARD:

Bidders must submit proposals for all three (3) concessions in order to be considered. The bid will be awarded to the qualified concessionaire who supplies the highest lump sum rental fee amount. Lump sum rental fee amounts for years 1, 2, and 3 will be added together to determine the highest overall qualified bidder.

MANAGEMENT QUESTIONNAIRE:

Bidders are required to furnish a completed Management Questionnaire with their bid in the form attached hereto.

BIDDERS QUALIFICATIONS AND EXPERIENCE:

Bidders must demonstrate that they possess the ability to operate the Food and Beverage Concessions as specified. In order to qualify, the prospective bidder must have at least three years of supervising and management experience in the operation of a food service operation and at least three years of experience supervising the sale/dispensing of alcoholic beverages.

SAVE HARMLESS PROVISION:

The Concessionaire shall indemnify and save harmless the County of Monmouth MCPS, their officers, agents, and employees from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance of the Concessionaire, its employees or its agents under this Concession Agreement or resulting from the nonperformance by the Concessionaire, or under this terms-agreement, of any of the covenants and provisions of this Agreement hereinbefore or hereinafter mentioned, and such indemnity shall not be limited by reason or enumeration of any insurance coverage herein provided.

INSURANCE REQUIREMENTS:

The bidder shall procure and maintain:

- 1) The Concessionaire shall not commence any operations under this Contract until the Concessionaire has obtained at its own expense all of the insurance as required hereunder and such insurance has been approved by the MCPS; nor shall the Concessionaire allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Concessionaire. Approval of insurance required of the Concessionaire will be granted only after submission to the MCPS of original certificates of insurance signed by authorized representatives of the insurers or, at the MCPS's request, certified copies of the required insurance policies.
- 2) The Concessionaire shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, workers compensation and employers liability insurance and, if applicable, liquor liability insurance to the same extent required of the Concessionaire, unless any such requirement is expressly waived or amended by the MCPS in writing. The Concessionaire shall furnish Subcontractors' certificates of insurance to the MCPS immediately upon request.
- 3) All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the MCPS.
- 4) All insurance coverage must be underwritten by insurers allowed to do business in the State of New Jersey and acceptable to the MCPS. The insurers must have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless the MCPS grants specific approval for an exception.
- 5) The Concessionaire shall purchase and maintain the following insurance coverage at not less than the limits specified below.
 - a. Statutory workers compensation insurance as required by New Jersey law, including other states coverage, and employers liability insurance at limits of at least \$500,000 each accident, and \$500,000 each employee, \$500,000 policy limit for disease.
 - b. Commercial general liability insurance or its equivalent for bodily injury, personal/advertising injury, and property damage, with minimum limits of \$1,000,000 each occurrence, \$1,000,000 personal and advertising liability, \$2,000,000 general aggregate, and \$2,000,000 products liability aggregate. Coverage shall include premises and operations, independent contractors, products and completed operations, and contractual liability coverage for liability assumed under this contract.
 - c. Business auto liability covering liability arising out of the ownership operation, maintenance or use of any owned, non-owned, or hired vehicle, with minimum limits of \$1,000,000 each accident for bodily injury and property damage liability. Liquor liability insurance or its equivalent, either by endorsement to the commercial general

liability coverage required above or separately, with limits of at least \$1,000,000 each common cause, \$2,000,000 aggregate.

- d. Liquor liability insurance or its equivalent, either by endorsement to the commercial general liability coverage required above or separately, with limits of at least \$1,000,000 each common cause, \$2,000,000 aggregate.
 - e. Umbrella excess liability or excess liability insurance or its equivalent with limits of \$1,000,000 per occurrence and aggregate. Underlying insurance shall include employers' liability, commercial general liability, business auto liability, and liquor liability. NOTE: Excess liquor liability may be written separately to provide total minimum limits of \$2,000,000 each common cause, \$3,000,000 aggregate.
 - f. Property insurance covering personal property and equipment of the Concessionaire including property in its care, custody and control, on a "risks of loss" basis. Any deductible shall be the responsibility of the Concessionaire.
- 6) The County of Monmouth and the Monmouth County Board of Recreation Commissioners and their elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insured on the Concessionaire's commercial general liability insurance, liquor liability insurance and umbrella excess or excess liability insurance policies. Coverage shall be primary to any self-insurance, insurance, or indemnity available to the County and MCPS, and their elected and appointed officials, officers, employees and authorized volunteers.
- 7) Insurance provided to the County and Parks System and their elected and appointed officials, employees and authorized volunteers under any Concessionaire's liability insurance including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance. (Any cross suits or cross liability exclusion shall be deleted from Concessionaire's liability insurance policies required herein.)
- 8) If any liability insurance purchased by the Concessionaire is provided on a "claims made" basis, the Concessionaire must comply with the following conditions:
- a. The Concessionaire shall agree to provide certificates of insurance evidencing the above coverage for a period of one year after termination of this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or
 - b. The Concessionaire shall purchase an extended (minimum one year) reporting period endorsement for each such "claims made" policy in force as of the expiration or termination date of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the

endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

CLAIMS WAIVED:

The Concessionaire waives any and all claims for compensation for any and all loss or damage including but not limited to spoilage of food or loss of patronage sustained by reason of any deficit, deficiency, vandalism, or impairment of the water supply, sewer system, drainage system, electric service, kitchen equipment, refrigerator, freezer, or other mechanical apparatus, or failure of MCPSMCPS to remove snow, or sand, the ice on the roads, or for any loss sustained resulting from fire, water, wind, civil commotion, or because of labor difficulty or for any repairs performed by the Concessionaire's personnel or contracted for by the Concessionaire; and the Concessionaire expressly waives all rights, claims and demands and forever releases and discharges MCPSMCPS and its officers and agents, from any and all demands, claims, action and cause for action arising from any of the causes aforesaid.

INOPERABLE FACILITIES:

In the event any or all of the facilities operated hereunder shall be rendered partially or totally inoperable by fire, strike or other disaster, due to weather, course maintenance, scheduled programs and events, hours of operation and specials or a cause beyond the control of the Concessionaire, the Concessionaire shall give immediate notice thereof to the MCPS. It is expressly understood by the parties of the Agreement that it will be entirely within the discretion of the MCPS whether or not to restore any facility rendered partially or totally inoperable by fire or other disaster.

CONCESSION AREA:

The Concessionaire shall preserve and maintain in a good and clean condition, the concession areas. It is understood that the Concessionaire is fully responsible for the interior maintenance of the structure and maintenance/cleanliness of the concession areas that are utilized for the operation.

The appearance and condition of the concession area shall be inspected on a regular basis by MCPSMCPS to ensure that these conditions are being met. If the conditions are unacceptable to MCPS, Concessionaire shall make all necessary improvements within 24 hours to render the area acceptable, as determined in the sole discretion of MCPS.

If improvements are not made within 24 hours, a written notice shall be sent to the Concessionaire and such in action may be grounds for terminating the contract.

The Concessionaire shall repair any damages due, in whole or in part, to negligence or intentional acts on its part or on the part of any of his employees or agents. Upon failure to make said repairs within ten (10) days after receiving written notice from the MCPS, the MCPS may at it's option, elect to make said repairs, and the cost of said repairs shall

be paid by the Concessionaire to the MCPS within fifteen (15) days after demand thereof. Failure to make such payment shall be considered a default, and cause termination of the agreement within the discretion of the MCPS.

The Concessionaire cannot make any physical alterations to the premises or install any permanent or semi-permanent fixtures without first obtaining permission in writing from MCPS. If physical alterations are made or fixtures installed, they shall then become the property of MCPS and shall not be removed at the conclusion of the contract.

OUTSIDE CATERER:

MCPS reserves the right to utilize the services of its outside caterer for providing food for events held at the golf courses but will also solicit prices for catering services from the concessionaire for all events.

The MCPS will solicit prices from the golf course Food and Beverage Concessionaire for providing box lunch type meals for MCPS programs held at this course such as Club Championships.

LICENSES AND PERMITS:

The Concessionaire shall provide at his/her own expense, all permits and licenses necessary to carry out the operation as required.

TOBACCO PRODUCTS:

Sale of cigarettes, cigars, or any other tobacco products will not be permitted.

LOCAL AND STATE CODES:

Concessionaire shall ensure that all food and food preparation facilities, equipment, service area and beverage carts shall comply with all applicable laws and regulations, including but not limited to Chapter 12, of the State Sanitary Code.

INSPECTIONS:

MCPS and its Agents or Representatives shall have the right to enter into and upon the premises, or any part thereof, at all reasonable hours without notice for the purpose of examining and inspection of facilities and equipment. The Concessionaire agrees to meet monthly with a representative of MCPS for the purpose of making a routine inspection of the facilities and equipment.

LABOR:

The Caterer shall be required to comply with all applicable labor laws and regulations.

The Concessionaire shall not permit any agent or employee to remain in or upon the premises of MCPS in any of the buildings, structures, or locations occupied by the Concessionaire for any period of time longer than is normally necessary to secure the

premises, perform minor clerical work, and necessary maintenance and janitorial services.

The Concessionaire shall employ only competent and satisfactory workmen, and whenever MCPS shall notify the Concessionaire in writing that any person employed on the premises, in its opinion, is incompetent, disorderly, unsanitary, or otherwise unsatisfactory, such person shall be removed and shall not again be employed at the facilities of MCPS.

TAXES:

The Concessionaire shall pay all taxes and assessment, confirmed or unconfirmed, if any, arising out of the use and occupancy of the premises hereunder.

OPERATING DATES:

Food and Beverage Concessions shall at a minimum be open for daily service seven days a week beginning April 1 through November 30 each year. The vendor will be required to be open and provide food and beverage service for scheduled tournaments and outings.

COURSE CLOSING: MCPS reserves the right to close the entire or a portion of the golf course for routine or scheduled maintenance, extreme weather conditions, and golf tournaments and outings. These events may result in the course being closed to the daily fee golfer for all or a portion of the day.

A. Scheduled Maintenance and Construction Projects.

Example: Aeration of Tees, Fairways and Greens

- a) Maintenance
- b) Application of Pesticides
- c) Emergency Irrigation Repair or other circumstances which makes the course unsafe for play
- d) Installing irrigation, paving cart paths, rebuilding Golf Course features

B. MCPS sponsored and hosted tournaments and outings.

Example: a) High School Invitational Tournament

- b) Course Championship
- c) Qualifying events hosted by the MCPS
- d) Outings and outside golf organization events

C. Extreme Weather

Example: a) Excessive rainfall, thunderstorms, or drought conditions

- b) Snow and ice
- c) High winds, etc.

In the majority of cases the golf course will reopen to the daily fee golfer following tee off of events participants or at the conclusion of the event.

The Concessionaire should in preparing his/her bid take into account the closing of the course for scheduled maintenance for an estimated 3–5 days during the year.

For tournaments and outings, it is estimated that 4–7 events will be scheduled at each golf course during the year.

The Concessionaire may not seek reimbursement for lost revenue from MCPS for closings due to scheduled maintenance, construction projects, MCPS sponsored and hosted tournaments and outings and inclement weather or any other scheduled or emergency closing that is beyond our control, as outlined above in this specification.

EMPLOYEE/UNIFORMS:

The Concessionaire shall, at his own cost and expense, provide sufficient number of employees to service the public promptly and efficiently and in a manner satisfactory to the MCPS. All such employees shall wear name tags and be dressed in neat and clean uniforms satisfactory to the MCPS. The minimum acceptable uniform will be a golf collared shirt with the name of the Concessionaire's business silk screen or embroidered on the front of the shirt and khaki pants or Bermuda shorts (finger tip length) (jeans or cut-off jean shorts are not acceptable). Absolutely no open toe shoes, flip flops or sandals may be worn. It is the objective of this requirement to identify all employees for the protection of both the MCPS and the Concessionaire.

The Concessionaire and employees must conform to all local Board of Health Rules and Regulations.

MENU:

Concessionaire shall submit with their bid sample menus with prices for the concessions.

MENU PRICING:

Concessionaire shall be required to submit annually current menu prices for items sold in the concessions.

GENERAL FOOD SPECIFICATIONS:

Concessionaire shall serve only top quality grade food and drinks. Quality and portions to comply with, but not limited to the following:

- Eggs - USDA Grade A Large
- Bacon - USDA Grade A
- Smoked - Ham - hickory smoked boneless ham
- Sausage - Pure pork butts, 25-30% fat content
- Rolls &
Pastries - Sara Lee or approved equal
- Hamburgers - Minimum 85% lean.

- French Fries - Idaho Grade A fancy long; Simplot Classic or equivalent
- Hot Dogs - Minimum 8/lb. all meat, beef and or pork
- Drinks - Only National Brands of soda, sport drinks, tea, lemonade or juice may be sold or vended.
Example: Coke, Pepsi, Gatorade, etc.

The Concessionaire shall only utilize food products that are fresh, wholesome, of good smell and taste, and processed under sanitary conditions in accordance with applicable health codes. All food must be served at the proper temperatures and with proper freshness.

SECURITY:

The MCPS will provide all permanently mounted/installed locking devices and fire and burglar alarm systems.

A. Locks and Keys.

At the commencement of the term of the contract, the Concessionaire will be provided with a separate locking system and adequate amounts of keys as requested by the Concessionaire. Concessionaire will be responsible for issuing and inventory of all keys issued to appropriate and responsible employees. Furthermore, Concessionaire will be held accountable for issued keys. The following key policy shall apply to the Concessionaire:

1. Notify MCPS Concession Contract Coordinator immediately when any key is lost.
2. For broken keys, please keep all parts and return to concession Coordinator.
3. Cost of Lost Key Replacement payable to MCPS:
 - Individual MCPS Key \$10.00
 - Equipment Key \$10.00
4. If a key is lost, and for security reasons it is necessary to change locks, a fee of \$10.00 per lock will be charged to the Concessionaire payable to MCPS.

Under no circumstances shall any key be duplicated. Any request for additional keys shall be directed to the Concession Contract Coordinator. Upon expiration of the contract, all keys shall be immediately surrendered to the Concession Contract Coordinator.

Under no circumstances shall any locks other than MCPS locks be permanently installed, mounted, or attached to any equipment or structure. Where equipment provides for the installation of a padlock, the Concessionaire shall provide his/her own.

For emergency and security purposes the MCPS reserves the right to enter upon any and all sections of the facility at any time without notice.

B. Alarms:

The Golf Centers are currently alarmed for both fire and burglar and are consistently monitored.

The Concessionaire shall not permit any agent or employee to remain in or upon the premises of MCPS or in any of the buildings, structures, or locations occupied by the Concessionaire for any period of time longer than is normally necessary to secure the premises and to perform minor clerical work after the close of business and in no event before 5:00 a.m. or after posted closing times.

MCPS maintains an alarm emergency response list. In the event the alarm is activated MCPS personnel will respond.

The Concessionaire is responsible for the security of all building inventory and shall direct its personnel to constantly aware of people entering and exiting from the building and to take reasonable measures to ensure the security of the building inventory.

UTILITIES:

The MCPS shall provide and be responsible for payment of all utility charges connected with the concession operation. The MCPS will also provide water and sewer.

The Concessionaire and employee(s) operating the Cart are required to have a cell phone in their possession at all times and must provide the Concession Contract Coordinator with the number at the beginning of the contract period.

SIGNS:

Exterior - No signs shall be erected or installed on the exterior of the building or on the golf course grounds without prior approval from the Concession Contract Coordinator.

ADVERTISING:

All media advertising for this facility shall be done in good taste. For advertising purposes, Concessionaire must use the name of the applicable MCPS Golf Course. The facility shall not be known by any other name.

The use of the Monmouth County MCPS logo or name is strictly prohibited.

No other signs shall be posted which advertise other services and facilities offered by the Concessionaire.

No hand lettered or magic marker type signs will be permitted. Signs may not be placed on exterior windows of facility without the Concession Contract Coordinator's approval.

HOUSEKEEPING:

Concessionaire will be responsible for the daily and routine janitorial maintenance of the contracted area. The Concessionaire shall preserve and maintain the concession area in a good and clean condition. It is understood that the Concessionaire is fully responsible for the interior janitorial maintenance of the structure and the janitorial maintenance/cleanliness of the entire concession area. This is to include, but not be limited to floors, carpet, tables, chairs, counters, and kitchen equipment. The Concessionaire shall supply all janitorial maintenance equipment and supplies necessary to perform this function.

To ensure that these conditions are being met, MCPS shall continually inspect the appearance and condition of the interior of the facility, on a regular basis. If it is determined by MCPS that conditions are unacceptable, Concessionaire shall make all necessary improvements within 24 hours of receiving notice to render the area acceptable, in the sole discretion of MCPS. If improvements are not made within 24 hours, a notice in writing shall be sent to the Concessionaire and such inaction may be grounds for terminating the contract. Failure to maintain the contracted area in the manner deemed appropriate by MCPS shall be grounds for termination of the contract.

PHYSICAL ALTERATIONS:

No physical alterations of the premises can be made without requesting such alteration in writing and in return receiving expressed written consent from MCPS in advance of the proposed alteration being made. If physical alterations are approved and made, they shall become the property of MCPS and shall not be removed at the conclusion of the contract term.

DAMAGE AND REPAIRS:

The Concessionaire shall repair any damages to the premises caused, in whole or in part, by the negligent or intentional acts of its employees or agents. Upon failure to make said repairs within ten (10) days after receiving written notice, MCPS may, at its option, elect to make said repairs. The Concessionaire shall pay the cost of said repairs MCPS within fifteen (15) days after demand. Failure to make such payment shall be considered a default and cause termination of the agreement.

MANDATORY PROFESSIONAL SERVICES:

Concessionaire, in order to keep the facility up to its current standards, must solicit and obtain professional maintenance service and further agree to perform maintenance of the following items and in accordance with the specifications listed. Concessionaire shall provide written verification to Concession Contract Coordinator of all mandatory professional services performed:

- updraft system cleaning
- pest control
- grease trap cleaning

1. Updraft Unit Cleaning

- A. Power clean and vacuum all duct lines and hoods to the kitchen updraft unit located over grills in concessions. Vendor to provide minimum of two cleanings per year in accordance with a state fire codes.
- B. All exhaust fans and filter screens to be removed and pressure washed to remove all greases and dirt, and replaced if necessary.
- C. Roof fans should be washed of all greases and dirt and replaced.
- D. The Concessionaire shall be responsible for all clean-up work of the premises that is necessary due to his work.

2. Pest Control

During the duration of the contract Concessionaire will be responsible for the prevention and control of all pests, including but not limited to rodents which might enter or be present in the contracted area.

Concessionaire is required to provide the Concession Contract Coordinator proof that he has obtained annually the services of a licensed pest control firm to perform monthly as well as spot treatment as required.

3. Grease Trap Cleaning:

Annually, Concessionaire will be responsible for the cleaning of the grease trap located in the concession area. Cleaning will involve the removal of all grease and residue contained in the trap. All material removed from the traps shall be packaged in plastic sealed containers and properly disposed of by the Concessionaire.

GARBAGE DISPOSAL:

The Concessionaire is responsible to ensure that all garbage, trash and litter generated by the concessions food service area is properly handled and disposed of. Disposal of all such solid waste will be done by MCPS staff. All solid waste shall be removed from the building and placed outside the building in at the end of each day by the Concessionaire. No garbage, cartons, boxes or other solid waste shall ever be stored outside of the service entrance or any other location around the perimeter of the building.

MCPS personnel will transport properly bagged garbage and separated and bundled recyclable s to the maintenance building.

COOKING OIL DISPOSAL:

All cooking oil and grease is to be repackaged in original containers and disposed of by the Concessionaire through a recycler.

RECYCLING:

A. Single Stream Recycling

MCPS has contracted with an outside company to provide the MCPS with single stream recycling services. Single stream recycling allows the comingling of the following recyclable materials together in a single stream container:

- #1 and #2 plastic and glass (clear, broken and green), food and drink containers.
- Aluminum, steel and tin food containers.
- Items such as corrugated cardboard, clip board, newspapers, brown paper bags and magazines and office paper.

Plastic bags and trash cannot be disposed of in the single stream container.

B. Disposal

The Concessionaire will be required to bag and label all recycle material in compliance with the single stream requirements. Bags shall be placed outside the building on a daily basis. MCPS personnel will transport bags to golf course maintenance building and place in an MCPS recycling dumpster.

EQUIPMENT:

The MCPS shall furnish for the use of the Concessionaire all equipment that is currently in place. If the vendor wishes to inspect the facility prior to bid, they shall contact Mike Janoski at (732) 462-9224 x2 to make an appointment for said inspection. The MCPS retains all right, title, and interest in all equipment currently in place.

If at time of start-up the equipment does not work, the MCPS shall make the necessary repair to put it back into acceptable order. Once start-up has been completed, the Concessionaire shall make all necessary repairs, at its own cost, to maintain equipment in good clean and acceptable working order. Such repairs and maintenance shall be at Concessionaire's expense and shall be made by a repair and maintenance vendor acceptable to the MCPS.

If during the term of this contract any MCPS equipment becomes inoperable and economically infeasible to repair, the MCPS assumes no obligation or responsibility to replace that piece of equipment. If the Concessionaire wishes to replace that piece of equipment, it may do so at its own expense.

Concessionaire may supply additional concession equipment; however, it must make written request to the MCPS and receive written approval prior to installation of additional equipment. Such additional equipment installed by the Concessionaire shall be at his/her expense and shall not require any physical alterations to the facility; and he/she shall at own expense maintain equipment in acceptable condition.

CONTRACT:

The agreement to perform the services contemplated by these specifications is a license that provides the Concessionaire with the right to use and temporarily occupy the premises. It is not a lease and shall not create a landlord tenant relationship.

PROPOSAL 1

SHARK RIVER GOLF COURSE FOOD AND BEVERAGE CONCESSION

SCOPE:

Shark River Golf Course is located in Neptune Township, NJ. The golfing facility consists of one (1) 18-hole golf course and golf center with lounge and patio areas. The food concession being bid is located in this facility.

The contract to be awarded under these specifications shall grant the right and privilege to operate the Food and Beverage Concession located in the Golf Center of Shark River Golf Course and to operate a Mobile Food and Beverage Cart having access to the golf patrons on the course.

Total rounds of golf played at Shark River Golf Course:

- ◆ 2020 – 44,647
- ◆ 2021 – 52,606
- ◆ 2022 – 52,261

GENERAL:

- A. The quality of food, its preparation and service, the decor, and ambiance of the surroundings shall be first class.
- B. Concessionaire to service and dispense according to the schedule contained herein and to provide adequate quantities and service to meet the needs of the public and in accordance with standards outlined in detail in these specifications.
- C. All concession operations shall be confined to the rooms and locations outlined in these specifications. All food and beverage cart operations shall be limited to areas defined in these specifications.
- D. All Park Rules and Regulations regarding the use of park property shall be observed and enforced at all times.
- E. The privilege of installing and operating coin-operated beverage and snack vending machines located in the Golf Center is included in the terms of this concession contract. Vendor will be required to install (1) beverage machine, to include soda, juice and sports drinks, (1) bottled water machine and (1) candy/snack machine in the area provided by the MCPS. Beverages and water may only be vended in cans or plastic containers. Machines must be made available to the public during the time the golf course is open to the public. Vending machines must be serviced on a daily basis and be operated at all times. Over the counter sales or vending of cigarettes or any other tobacco products will not be permitted.

Vending shall be available to the public from January 1 until December 31 of each contract year.

In the event that the MCPS elects to leave the Golf Course open after December 31 in any contract year, the Concessionaire shall ensure that the vending machines remain operational.

The Concessionaire shall be responsible for ensuring that appropriate refunds are provided to customers. A uniform system of refunding money acceptable to MCPS must be in operation at all times (i.e. the contractor must provide a workable system for refunding money to individual customers who insert money in a vending machine and receive no product in return or receive an expired product). The Concessionaire must post basic instructions for refunds and/or reporting of malfunctions on each vending machine.

The Concessionaire must post basic instructions for refund and/or reporting of malfunctions on each vending machine.

- G. The Concession Agreement shall not be construed as to affect the privileges accordant to the public use of the golf course.
- H. The Concessionaire may not assign, sublet, nor may concessions be granted for the performing of any obligations required of Concessionaire.
- I. No merchandise or novelty items may be sold under the terms and conditions of this contract.

SPECIAL ANNUAL CONCESSIONAIRE PERMIT ISSUED BY THE NEW JERSEY DIVISION OF ALCOHOLIC BEVERAGES CONTROL:

This contract requires the successful bidder to obtain a “Special Concessionaire Permit” From the New Jersey Division of Alcoholic Beverage Control (“NJABC”). The sale of alcoholic beverages in any public building belonging to, or under the control of the state, county or municipality requires the issuance of this permit. This state permit is issued to a private vendor who has a contract with the controlling unit of government to provide alcoholic beverage services to the public. The fee for this permit is established by and paid directly to NJABC. For reference purposes only, a sample NJABC special permit application is enclosed with these specifications.

In addition to all applicable laws and regulations, including regulations set forth by the NJABC, the following restrictions regarding the sale/service of alcoholic beverages at Shark River Golf Course shall apply:

- For daily play, the concessionaire shall only be allowed to dispense alcoholic beverages that have an alcohol by volume (ABV) of 8% or less via cart service on the golf course proper.

- The concessionaire shall also be allowed to dispense alcoholic beverages that have an alcohol by volume (ABV) of 8% or less in the golf center lounge area and the patio adjacent to the golf center. For golf outings and other approved special events which may utilize these two areas, the concessionaire shall be allowed to dispense alcoholic beverages that have an alcohol by volume (ABV) of 8% or less. In the event a tent was set-up for such events, the concessionaire would also be allowed to dispense alcoholic beverages that have an alcohol by volume (ABV) of 8% or less, within the confined tent area as well.
- Service of alcoholic beverages in the lounge and patio areas would be limited to the normal operating times of the golf course unless an approved special event dictates extended hours.

In the event there is a conflict between these additional restrictions and any applicable laws or regulations, including but not limited to NJABC regulations, such laws or regulations shall prevail. Potential bidders should also note the additional insurance requirements which may result from the issuance of the special annual concessionaire permit. The Concessionaire/Caterer shall maintain at their own expense all licenses and permits necessary to carry out the operations as required.

LOCATION OF CONCESSION AREA:

The operations permitted under the concession contract will be confined only to the food prep area, lounge, and patio of the golf center. The Mobile Food and Beverage Cart shall have access to the Golf Course.

PARKING:

Concessionaire and its employees must drive and park their vehicles in the same areas designated for park visitors.

FOOD AND BEVERAGE CART GENERAL REQUIREMENTS:

1. The Monmouth County MCPS shall provide a gasoline powered Mobile Food and Beverage Cart, (the "Cart").
2. The Cart shall be equipped with the following options:
 - Canopy top
 - High-impact tinted windshield
 - Portable refreshment center
 - Snack/food storage display cabinets
3. Anyone operating a Cart must possess a valid New Jersey automobile operator's license and must provide proof of same to the MCPS in advance of operating the Cart.

4. The staff of Shark River Golf Course will be responsible for the fueling and routine maintenance of the Cart. MCPS will make all necessary repairs due to normal wear and tear. Every effort will be made to service and repair Cart in a timely fashion. The Concessionaire will be responsible for any damage to the Cart due in whole or in part to the negligent or intentional acts of the operator.
 5. Should the Cart be out of service the MCPS will make every effort to provide an alternate Cart of their choosing until repairs to the Cart have been made.
 6. The Concessionaire shall provide constant upkeep and cleaning of the Cart. The Shark River Golf Course staff will store Cart. The Cart shall be returned to the golf staff at the end of each workday. The Cart must be returned free of all trash and food and beverage items, in reasonably clean condition and be rinsed off on a daily basis by the Concessionaire.
 7. The Cart must remain on the paved cart paths whenever possible at Shark River Golf Course. However, since the paved cart paths are not continuous, the Cart shall be allowed to drive on the turf when necessary.
 8. Dates and Hours of Operation: The Cart must be on the course no later than two hours after the first tee time and remain on the course until the last tee off time. This schedule is subject to change at any time at the discretion of MCPS during the length of the contract.
 9. The Concessionaire may at his/her discretion choose to increase the days and hours of operation beyond the minimum but shall be limited to the normal operating hours of the golf course.
- MCPS provides one (1) Mobile Food and Beverage Cart for use at Shark River Golf Course.
10. The Concessionaire shall provide at his/her own expense, all permits and licenses necessary to operate the Cart.
 11. The Concessionaire may make no alterations to the Cart without the written permission of the Golf Center manager. This includes but is not limited to affixing signs, mechanical alterations, and or additional equipment.

HOURS OF OPERATION:

Bidders shall submit with the bid packet their intended hours of operation for the concessions. Upon award of the contract, the exact hours of operation for the concessions shall be determined based on seasonal demand as approved by Concession Contract Coordinator. The hours of operation shall be set to optimize the service of food and beverages to golf course patrons. The concessions shall not open prior to ½ hour before the opening hour of the golf course. The opening hours of the golf course will fluctuate between 6:00 AM and 8:00 AM seasonally. The concessions shall not remain open past the normal operating hours of the golf

course. Concessions must be closed and all maintenance activities completed a minimum of ½ hour before the golf center is to be locked and alarmed for the evening. MCPS will provide exact schedule of golf course hours before that start of the season.

RENT/PAYMENT:

A: Concessionaire shall pay the rent required by the contract on the first day of each month during the term of the contract without notice or demand, the rent herein.

B: The rent herein shall be payable to the Monmouth County Board of Recreation Commissioners at the MCPS Headquarters Building at 805 Newman Springs Rd., Lincroft, N.J. 07738
Attn: Accounts Receivable

C: The MCPS has established a minimum annual fixed rent for the Shark River Golf Course facility according to the following schedule:

- 1. Minimum Annual Rent for Year 1 - \$ 10,000.00**
- 2. Minimum Annual Rent for Year 2* - \$ 10,000.00**
- 3. Minimum Annual Rent for Year 3* - \$ 10,000.00**

***if contract period is extended**

PROPOSAL 2

CHARLESTON SPRINGS GOLF COURSE FOOD AND BEVERAGE CONCESSION

SCOPE:

Charleston Springs Golf Course Facility is located in Millstone Township, approximately 5 miles southwest of Freehold, NJ on County Route 527.

The golfing facility consists of two (2) 18-hole golf courses. Charleston Springs “North” opened for play in 1998 and Charleston Springs “South” opened for play in 2002. A short game area and warm up/teaching range are also open to the public.

Charleston Springs Golf Course North and South are serviced by one (1) centralized Golf Center. The food concession being bid is located in this facility.

The contract to be awarded under these specifications shall grant the right and privilege to operate the Luncheonette Food and Beverage Concession located in the Golf Center of Charleston Springs Golf Courses and to operate two (2) Mobile Food and Beverage Carts having access to the golf patrons on both the North and South Courses.

Total rounds of golf played at Charleston Springs Golf Course:

- 2020 – 72,553
- 2021 – 79,982
- 2022 – 73,836

GENERAL:

- A. The quality of food, its preparation and service, the decor, and ambiance of the surroundings shall be first class.
- B. Concessionaire to service and dispense according to the schedule contained herein and to provide adequate quantities and service to meet the needs of the public and in accordance with standards outlined in detail in these specifications.
- C. All concession operations shall be confined to the rooms and locations outlined in these specifications. All food and beverage cart operations shall be limited to areas defined in these specifications.
- D. All Park Rules and Regulations regarding the use of park property shall be observed and enforced at all times.
- E. The privilege of installing and operating coin-operated beverage and snack vending machines located in the Golf Center is included in the terms of this concession contract. Vendor will be required to install (1) beverage machine, to include soda, juice and sports drinks, (1) bottled water machine and (1) candy/snack machine in the area provided by the MCPS. Beverages

and water may only be vended in cans or plastic containers. Machines must be made available to the public during the time the golf course is open to the public. Vending machines must be serviced on a daily basis and be operated at all times. Over the counter sales or vending of cigarettes or any other tobacco products will not be permitted.

Vending shall be available to the public from January 1 until December 31 of each contract year.

In the event that the MCPS elects to leave the Golf Course open after December 31 in any contract year, the Concessionaire shall ensure that the vending machines remain operational.

The Concessionaire shall be responsible for ensuring that appropriate refunds are provided to customers. A uniform system of refunding money acceptable to MCPS must be in operation at all times (i.e. the contractor must provide a workable system for refunding money to individual customers who insert money in a vending machine and receive no product in return or receive an expired product). The Concessionaire must post basic instructions for refunds and/or reporting of malfunctions on each vending machine.

The Concessionaire must post basic instructions for refund and/or reporting of malfunctions on each vending machine.

- J. The Concession Agreement shall not be construed as to affect the privileges accordant to the public use of the golf course.
- K. The Concessionaire may not assign, sublet, nor may concessions be granted for the performing of any obligations required of Concessionaire.
- L. No merchandise or novelty items may be sold under the terms and conditions of this contract.

SPECIAL ANNUAL CONCESSIONAIRE PERMIT ISSUED BY THE NEW JERSEY DIVISION OF ALCOHOLIC BEVERAGES CONTROL:

This contract requires the successful bidder to obtain a “Special Concessionaire Permit” From the New Jersey Division of Alcoholic Beverage Control (“NJABC”). The sale of alcoholic beverages in any public building belonging to, or under the control of the state, county or municipality requires the issuance of this permit. This state permit is issued to a private vendor who has a contract with the controlling unit of government to provide alcoholic beverage services to the public. The fee for this permit is established by and paid directly to NJABC. For reference purposes only, a sample NJABC special permit application is enclosed with these specifications.

In addition to all applicable laws and regulations, including regulations set forth by the NJABC, the following restrictions regarding the sale/service of alcoholic beverages at Shark River Golf Course shall apply:

- For daily play, the concessionaire shall only be allowed to dispense alcoholic beverages that have an alcohol by volume (ABV) of 8% or less via cart service on the golf course proper.
- The concessionaire shall also be allowed to dispense alcoholic beverages that have an alcohol by volume (ABV) of 8% or less in the golf center lounge area and the patio adjacent to the golf center. For golf outings and other approved special events which may utilize these two areas, the concessionaire shall be allowed to dispense alcoholic beverages that have an alcohol by volume (ABV) of 8% or less. In the event a tent was set-up for such events, the concessionaire would also be allowed to dispense alcoholic beverages that have an alcohol by volume (ABV) of 8% or less, within the confined tent area as well.
- Service of alcoholic beverages in the lounge and patio areas would be limited to the normal operating times of the golf course unless an approved special event dictates extended hours.

In the event there is a conflict between these additional restrictions and any applicable laws or regulations, including but not limited to NJABC regulations, such laws or regulations shall prevail. Potential bidders should also note the additional insurance requirements which may result from the issuance of the special annual concessionaire permit. The Concessionaire/Caterer shall maintain at their own expense all licenses and permits necessary to carry out the operations as required.

LOCATION OF CONCESSION AREA:

The concession contract will be for the Luncheonette Food and Beverage service at Charleston Springs Golf Course Golf Center. The two (2) Mobile Food and Beverage Carts shall have access to the 18-hole North course and the 18-hole South course at Charleston Springs Golf Course and the short game area and warm-up/teaching range. Access will be restricted to the paved continuous cart paths on both courses.

OPERATING:

Luncheonette to be open for service seven days a week beginning April 1 or contract award date for each year and must remain open until December 1 of each contract year.

LUNCHEONETTE GENERAL REQUIREMENTS:

1. The luncheonette shall be of the type that will make available for sale short order breakfast and lunch menu items specifically designed to meet the needs and demand of the golfing public.
2. The Concessionaire agrees to post in the luncheonette, and in a conspicuous place where it may be easily seen and read by the public, an approved list of all articles sold therein with the price of each and every article.

3. All food/beverage served in the luncheonette or by the mobile food carts shall be served on disposable heavy-duty paper products. No Styrofoam or plastic cups, plates, bowls and serving trays may be used in the serving of food and drink items. No glass bottles may be dispensed by the Concessionaire either through vending machine, over the counter sales or the Cart.
4. Golfers and guests may utilize the patio as an outdoor eating area. Concessionaire shall be responsible for the constant upkeep and cleaning of the patio. Tables and chairs on the patio will be available whenever the golf course is open.
5. The Concessionaire shall provide constant upkeep and cleaning of the luncheonette, dining area, and patio eating areas to include but not be limited to regular, constant and on-demand bussing and cleaning of all tables, removal of food and paper products, wiping down of all tables and chairs, sweeping, vacuuming, and mopping of floors as required by use and demand, and regular attention to all trash, litter, and cigarette receptacles.

FOOD AND BEVERAGE CART(S)

GENERAL REQUIREMENTS:

1. MCPS shall provide two (2) gasoline powered Mobile Food and Beverage Carts (the "Carts").
2. The Carts shall be equipped with the following options:
 - Canopy top
 - High-impact tinted windshield
 - Portable refreshment center
 - Snack/food storage display cabinets
3. Anyone operating a Carts must possess a valid New Jersey automobile operator's license and must provide proof of same to MCPS in advance of operating a Cart.
4. The staff of Charleston Springs Golf Course will be responsible for the fueling and routine maintenance of the Carts. MCPS will make all necessary repairs due to normal wear and tear. Every effort will be made to service and repair Carts in a timely fashion. The Concessionaire will be responsible for any damage to the Carts due, in whole or in part, to the negligent or intentional acts of the operator.
5. Should the Carts be out of service MCPS will make every effort to provide an alternate of its choosing until repairs to the Cart have been made.
6. The Concessionaire shall provide constant upkeep and cleaning of the Carts. The Charleston Springs Golf Course staff will store Carts. The Carts shall be returned to the golf staff at the end of each workday free of all trash and food and beverage items in reasonably clean condition and must be rinsed off on a daily basis by the Concessionaire.
7. The Carts must remain on the paved cart paths at all times. Under no circumstances will the Carts be allowed on the turf at either on golf course.

8. Dates and Hours of Operation: The Carts must be on the courses no later than two hours after the first tee time and remain on the courses until the last tee off time. This schedule is subject to change at any time at the discretion of MCPS during the length of the contract.

The Concessionaire may at its discretion may choose to increase the days and hours of operation beyond the minimum but shall be limited to the normal operating hours of the golf course.

The MCPS provides (2) Mobile Food and Beverage Carts for use at Charleston Springs Golf Course. This was done in order to provide each 18-hole course with its own concession cart. The Concessionaire will operate both Carts simultaneously, one on each course.

9. The Concessionaire shall provide at his/her own expense, all permits and licenses necessary to operate the Carts.
10. The Concessionaire may make no alterations to the Carts without the written permission of the Golf Center manager. This includes but is not limited to: signs, mechanical alterations, and or additional equipment.

HOURS OF OPERATION:

Luncheonette Hours

Opening and Closing Time

Bidders shall submit with the bid packet their intended hours of operation for the luncheonette. Upon award of the contract, the exact hours of operation for the luncheonette shall be determined based on seasonal demand as approved by Concession Contract Coordinator. The hours of operation shall be set to optimize the service of food and beverages to golf course patrons. The luncheonette shall not open prior to ½ hour before the opening hour of the golf course. The opening hours of the golf course will fluctuate between 6:00 AM and 8:00 AM seasonally. The luncheonette shall not remain open past the normal operating hours of the golf course. Luncheonette must be closed and all maintenance activities completed a minimum of ½ hour before the Golf Center is to be locked and alarmed for the evening. MCPS will provide exact schedule of golf course hours before that start of the season.

RENT/PAYMENT:

A: Concessionaire shall pay the rent required by the contract on the first day of each month during the term of the contract without notice or demand, the rent herein.

B: The rent herein shall be payable to the Monmouth County Board of Recreation Commissioners at the MCPS Headquarters Building at 805 Newman Springs Rd., Lincroft, N.J. 07738, Attn: Accounts Receivable

C: The MCPS has established a minimum annual fixed rent for the facility according to the following schedule:

- 1. Minimum Annual Rent for Year 1 - \$18,000.00**
 - 2. Minimum Annual Rent for Year 2* - \$18,000.00**
 - 3. Minimum Annual Rent for Year 3* - \$18,000.00**
- *if contract period is extended**

PROPOSAL 3

HOWELL PARK GOLF COURSE FOOD AND BEVERAGE CONCESSION

SCOPE:

The contract to be awarded under these specifications shall grant the right and privilege to be a Concessionaire and to operate a Mobile Food and Beverage Concession Cart located at Howell Park Golf Course.

Howell Park Golf Course is located in Howell Township on Preventorium Road, approximately 1 mile south of the town of Farmingdale.

The golfing facility consists of one (1) 18-hole golf course and is open for play for the period March through December.

Howell Park Golf Course is serviced by one (1) centralized Golf Center. The food concession being bid is for a Mobile Food and Beverage Concession Cart. Food preparation area and storage area are located within the Golf Center building.

The contract to be awarded under these specifications shall grant the right and privilege to operate the Mobile Food and Beverage Concession Cart having access to the golf patrons.

Total rounds of golf played at Howell Park Golf Course:

- ◆ 2020 – 37,419
- ◆ 2021 – 45,465
- ◆ 2022 – 45,021

GENERAL:

- F. The quality of food, its preparation and service, the decor, and ambiance of the surroundings shall be first class.
- G. Concessionaire to service and dispense according to the schedule contained herein and to provide adequate quantities and service to meet the needs of the public and in accordance with standards outlined in detail in these specifications.
- H. All concession operations shall be confined to the rooms and locations outlined in these specifications. All food and beverage cart operations shall be limited to areas defined in these specifications.
- I. All Park Rules and Regulations regarding the use of park property shall be observed and enforced at all times.
- J. The privilege of installing and operating coin-operated beverage and snack vending machines located in the Golf Center is included in the terms of this

concession contract. Vendor will be required to install (1) beverage machine, to include soda, juice and sports drinks, (1) bottled water machine and (1) candy/snack machine in the area provided by the MCPS. Beverages and water may only be vended in cans or plastic containers. Machines must be made available to the public during the time the golf course is open to the public. Vending machines must be serviced on a daily basis and be operated at all times. Over the counter sales or vending of cigarettes or any other tobacco products will not be permitted.

Vending shall be available to the public from January 1 until December 31 of each contract year.

In the event that the MCPS elects to leave the Golf Course open after December 31 in any contract year, the Concessionaire shall ensure that the vending machines remain operational.

The Concessionaire shall be responsible for ensuring that appropriate refunds are provided to customers. A uniform system of refunding money acceptable to MCPS must be in operation at all times (i.e. the contractor must provide a workable system for refunding money to individual customers who insert money in a vending machine and receive no product in return or receive an expired product). The Concessionaire must post basic instructions for refunds and/or reporting of malfunctions on each vending machine.

The Concessionaire must post basic instructions for refund and/or reporting of malfunctions on each vending machine.

- M. The Concession Agreement shall not be construed as to affect the privileges accordant to the public use of the golf course.
- N. The Concessionaire may not assign, sublet, nor may concessions be granted for the performing of any obligations required of Concessionaire.
- O. No merchandise or novelty items may be sold under the terms and conditions of this contract.

SPECIAL ANNUAL CONCESSIONAIRE PERMIT ISSUED BY THE NEW JERSEY DIVISION OF ALCOHOLIC BEVERAGES CONTROL:

This contract requires the successful bidder to obtain a “Special Concessionaire Permit” From the New Jersey Division of Alcoholic Beverage Control (“NJABC”). The sale of alcoholic beverages in any public building belonging to, or under the control of the state, county or municipality requires the issuance of this permit. This state permit is issued to a private vendor who has a contract with the controlling unit of government to provide alcoholic beverage services to the public. The fee for this permit is established by and paid directly to NJABC. For reference purposes only, a sample NJABC special permit application is enclosed with these specifications.

In addition to all applicable laws and regulations, including regulations set forth by the NJABC, the following restrictions regarding the sale/service of alcoholic beverages at Shark River Golf Course shall apply:

- For daily play, the concessionaire shall only be allowed to dispense alcoholic beverages that have an alcohol by volume (ABV) of 8% or less via cart service on the golf course proper.
- The concessionaire shall also be allowed to dispense alcoholic beverages that have an alcohol by volume (ABV) of 8% or less in the golf center lounge area and the patio adjacent to the golf center. For golf outings and other approved special events which may utilize these two areas, the concessionaire shall be allowed to dispense alcoholic beverages that have an alcohol by volume (ABV) of 8% or less. In the event a tent was set-up for such events, the concessionaire would also be allowed to dispense alcoholic beverages that have an alcohol by volume (ABV) of 8% or less, within the confined tent area as well.
- Service of alcoholic beverages in the lounge and patio areas would be limited to the normal operating times of the golf course unless an approved special event dictates extended hours.

In the event there is a conflict between these additional restrictions and any applicable laws or regulations, including but not limited to NJABC regulations, such laws or regulations shall prevail. Potential bidders should also note the additional insurance requirements which may result from the issuance of the special annual concessionaire permit. The Concessionaire/Caterer shall maintain at their own expense all licenses and permits necessary to carry out the operations as required.

LICENSES/PERMITS:

The Concessionaire shall provide at its own expense all licenses/permits necessary to carry out the operations as required.

LOCATION OF CONCESSION AREA:

The Concession Contract will be for the operation of the Mobile Food and Beverage Concession Cart at Howell Park Golf Course Golf Center, Preventorium Road, Farmingdale, NJ. Preparation and storage room is located in the Golf Center. Service entrance to area located in rear of Golf Center.

FOOD & BEVERAGE CART

GENERAL REQUIREMENTS:

1. MCPS shall provide a minimum of one gasoline powered Mobile Food and Beverage Concession Cart.
 - a. The cart shall be equipped with the following options:
 - b. Canopy top
 - c. High-impact tinted windshield
 - d. Portable refreshment center
 - e. Shack/Food Storage Display Cabinets
2. Anyone operating the Mobile Food and Beverage Concession Cart must possess a valid New Jersey automobile operator's license and must provide proof of same to MCPS.
3. The staff of Howell Park Golf Course will be responsible for the fueling and routine maintenance of the Mobile Food and Beverage Concession Cart(s). MCPS will make all necessary repairs due to normal wear and tear. Every effort will be made to service and repair carts in a timely fashion. The Concessionaire will be responsible for any damage to the cart(s) due to accident or abuse by the operator.
4. Should the Mobile Food and Beverage Concession Cart be out of service MCPS will make every effort to provide an alternate cart of their choosing to act as a temporary food and beverage cart until repairs have been made.
5. The Concessionaire shall provide constant upkeep and cleaning of the Mobile Food and Beverage Concession Cart. The Howell Park Golf Course staff will store the cart(s). The cart(s) shall be returned to the golf staff at the end of each workday. The cart(s) must be returned free of all trash and food and beverage items. The cart(s) must be rinsed off on a daily basis by the Concessionaire.
6. The Mobile Food and Beverage Concession Cart must remain on the paved cart paths at all times. Under no circumstances will the cart be allowed on the turf.
7. If required by the township, the Concessionaire shall be required to obtain all necessary permits and licenses to operate the Mobile Food and Beverage Concession Cart.
8. The Concessionaire may make no alterations to the Mobile Food and Beverage Concession Cart without the written permission of the Golf Center manager. This includes but is not limited too: signs, mechanical alterations, and or additional equipment.
9. The Concessionaire is responsible to report any incident or damage sustained while operating the Mobile Food and Beverage Concession Cart. The Concessionaire is responsible for repair and all damaged property and bodily injury covered by the cart operator.

RENT/PAYMENT:

A: Concessionaire shall pay the rent required by the contract on the first day of each month during the term of the contract without notice or demand, the rent herein.

B: The rent herein shall be payable to the Monmouth County Board of Recreation Commissioners at the MCPS Headquarters Building at 805 Newman Springs Rd., Lincroft, N.J. 07738, Attn: Accounts Receivable

C: The MCPS has established a minimum annual fixed rent for the facility according to the following schedule:

- 1. Minimum Annual Rent for Year 1 - \$16,000.00**
 - 2. Minimum Annual Rent for Year 2* - \$16,000.00**
 - 3. Minimum Annual Rent for Year 3* - \$16,000.00**
- * if contract period is extended**

REFERENCES

List four persons or firms with whom you have conducted business transactions during the past three years. At least two of the references named are to have knowledge of your debt payment history.

REFERENCE NO. 1

Name: _____

Title: _____

Firm: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business association, etc.:

REFERENCE NO. 2

Name: _____

Title: _____

Firm: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business association, etc.:

REFERENCE NO.3

Name: _____

Title: _____

Firm: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business association, etc.:

ESTIMATE OF GROSS RECEIPTS

Provide your estimate of the expected average annual gross receipts to be derived from the concession's facility for each of the three potential operating years of the term of the Concession Agreement.

1. SHARK RIVER, CHARLESTON SPRINGS, AND HOWELL PARK GOLF COURSES

YEAR 1 ESTIMATED GROSS RECEIPTS \$ _____

YEAR 2 ESTIMATED GROSS RECEIPTS \$ _____

YEAR 3 ESTIMATED GROSS RECEIPTS \$ _____

TOTAL \$ _____

FINANCIAL STATEMENT

Concessionaire shall attach a Certified Public Accountants gross receipt statement for the concessionaire's three (3) previous years.

To qualify for this contract, concessionaire must have had a minimum of Sixty Thousand (\$60,000) average gross receipts per year from some type of food and beverage service operation, which may include the sale and dispensing of alcoholic beverages.

Alternatively, the concessionaire may submit a resume showing a minimum of 5 years in the food service business with a minimum of 3 years in a management position.

SANITARY HEALTH INSPECTIONS

Attach to this sheet a copy of your current New Jersey Department of Health Sanitary Inspection Certificate for concessionaire's present food preparation facility.

INSURANCE

Attach to this sheet either current Certificate of Insurance and/or a letter of insurability from current insurance carrier for the following types of insurance:

1. Workmen's Compensation and Employer's Liability
2. General Liability, Product Liability and Property Insurance Liability
3. Automobile Liability

SAMPLE MENU

Attach to this page a sample menu.

BIDDER'S CHECKLIST

BID #: 0063-23

(Owner's checkmarks)



Items submitted with bid
(Bidder's **INITIALS**)



**A. FAILURE TO SUBMIT ANY OF THESE ITEMS WITH THE BID IS
MANDATORY CAUSE FOR REJECTION**

<u> X </u>	Proposal (Original)	_____
<u> X </u>	Statement of Ownership	_____
<u> X </u>	Non-Collusion Affidavit	_____
<u> X </u>	Acknowledgement of Addenda or Revisions (if any)	_____

**B. ITEMS PREFERRED WITH THE BID, BUT MANDATORY PRIOR
TO AWARD OF CONTRACT**

<u> X </u>	Copy of NJ Business Registration Certificate for the bidder and subcontractors (if any)	_____
<u> X </u>	EEO/Affirmative Action Certificate	_____
<u> X </u>	References / List of previous and/or active relevant work	_____
<u> X </u>	Prohibited Russia-Belarus Activities & Iran Investment Activities	_____
<u> X </u>	Certification to Prevent Certain Convicted Sexual Offenders	_____

THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS:

PRINT NAME OF BIDDER: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

**THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND
RETURNED WITH ALL DOCUMENTS**

SUBMITTED BY: _____
(Company Name)

PROPOSAL 1

**FOOD AND BEVERAGE CONCESSION AT SHARK RIVER GOLF COURSE
NEPTUNE TOWNSHIP, NEW JERSEY**

TO THE MONMOUTH COUNTY MCPS LINCROFT, NEW JERSEY.
TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS.

The undersigned hereby declares that he has carefully examined the advertisement, specifications, form of contract and bond for furnishing the specified work and that they will complete the said contract in all respects according to the specifications for the following:

The Concessionaire agrees to pay the Monmouth County MCPS the annual sums of:

\$ _____ for the privilege of operating the Food and Beverage Concession at Shark River Golf Course for Year 1 of the contract (Minimum bid \$10,000).

\$ _____ for the privilege of operating the Food and Beverage Concession at Shark River Golf Course for Year 2 of the contract (Minimum bid \$10,000).

\$ _____ for the privilege of operating the Food and Beverage Concession at Shark River Golf Course for Year 3 of the contract (Minimum bid \$10,000).

Total Lump Sum for Years 1, 2 and 3 \$ _____.

Variance if any: _____

The undersigned is - a partnership under the laws of the State of _____
(circle one) - a corporation
- an individual

CONCESSIONAIRE NAME: _____

CONTACT PERSON: _____

SIGNATURE: _____

ADDRESS: _____

BUSINESS PHONE: _____ FAX NO.: _____

CELL PHONE NO.: _____ DATE: _____

E-MAIL ADDRESS: _____

FEDERAL TAX ID# OR SOCIAL SECURITY# _____

SUBMITTED BY: _____
(Company Name)

PROPOSAL 2

**FOOD AND BEVERAGE CONCESSION AT CHARLESTON SPRINGS GOLF COURSE
MILLSTONE TOWNSHIP, NEW JERSEY**

TO THE MONMOUTH COUNTY MCPS LINCROFT, NEW JERSEY.
TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS.

The undersigned hereby declares that he has carefully examined the advertisement, specifications, form of contract and bond for furnishing the specified work and that they will complete the said contract in all respects according to the specifications for the following:

The Concessionaire agrees to pay the Monmouth County MCPS the annual sums of:

\$ _____ for the privilege of operating the Food and Beverage Concession at Charleston Springs Golf Course for Year 1 of the contract (Minimum bid \$18,000).

\$ _____ for the privilege of operating the Food and Beverage Concession at Charleston Springs Golf Course for Year 2 of the contract (Minimum bid \$18,000).

\$ _____ for the privilege of operating the Food and Beverage Concession at Charleston Springs Golf Course for Year 3 of the contract (Minimum bid \$18,000).

Total Lump Sum for Years 1, 2 and 3 \$ _____.

Variance if any: _____

The undersigned is - a partnership under the laws of the State of _____
(circle one) - a corporation
- an individual

CONCESSIONAIRE NAME: _____

CONTACT PERSON: _____

SIGNATURE: _____

ADDRESS: _____

BUSINESS PHONE: _____ FAX NO.: _____

CELL PHONE NO.: _____ DATE: _____

E-MAIL ADDRESS: _____

FEDERAL TAX ID# OR SOCIAL SECURITY# _____

SUBMITTED BY: _____
(Company Name)

PROPOSAL 3

**FOOD AND BEVERAGE CONCESSION AT HOWELL PARK GOLF COURSE
HOWELL TOWNSHIP, NEW JERSEY**

TO THE MONMOUTH COUNTY MCPS LINCROFT, NEW JERSEY.
TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS.

The undersigned hereby declares that he has carefully examined the advertisement, specifications, form of contract and bond for furnishing the specified work and that they will complete the said contract in all respects according to the specifications for the following:

FOOD AND BEVERAGE CONCESSION – HOWELL PARK GOLF COURSE

The Concessionaire agrees to pay the Monmouth County MCPS the annual sums of:

\$ _____ for the privilege of operating the Food and Beverage Concession at Howell Park Golf Course for Year 1 of the contract (Minimum bid \$16,000).

\$ _____ for the privilege of operating the Food and Beverage Concession at Howell Park Golf Course for Year 2 of the contract (Minimum bid \$16,000).

\$ _____ for the privilege of operating the Food and Beverage Concession at Howell Park Golf Course for Year 3 of the contract (Minimum bid \$16,000).

Total Lump Sum for Years 1, 2 and 3 \$ _____.

Variance if any: _____

The undersigned is - a partnership under the laws of the State of _____
(circle one) - a corporation
- an individual

CONCESSIONAIRE NAME: _____

CONTACT PERSON: _____

SIGNATURE: _____

ADDRESS: _____

BUSINESS PHONE: _____ FAX NO.: _____

CELL PHONE NO.: _____ DATE: _____

E-MAIL ADDRESS: _____

FEDERAL TAX ID# OR SOCIAL SECURITY# _____

CAUTION

REGARDING STATEMENT OF OWNERSHIP

The enclosed Statement of Ownership form must be properly completed. If it is not properly completed, your bid must be rejected, as required by N.J.S.A.40A:11-23.2. **Mistakes cannot be cured after bids are received.**

For example, if your firm, bidder “A”, is entirely owned by corporation “B”, you must disclose the names and addresses of the owners of 10% or more of corporation “B”. Furthermore, if corporation “C” owns 10% or more of corporation “B”, you must disclose the names and addresses of the owners of 10% or more of corporation “C”, and so on, until the names and addresses of all persons, i.e., human beings, in this “10%” chain of ownership have been disclosed.

The same procedure applies if any 10% or more owner is a partnership, limited liability company, estate or any other type of legal entity, as opposed to a corporation.

STATEMENT OF OWNERSHIP

(N.J.S.A. 52:25-24.2)

The CONTRACTOR is (check one):

- Partnership Corporation Sole Proprietorship Limited Liability Partnership
- Limited Liability Corporation Limited Partnership
- Subchapter S Corporation Other, Please List _____

I certify that:

No individual person or entity owns a 10% or greater interest in the Contractor.

OR

The list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the Contractor. However if a parent entity holding 10% or more is a publicly traded entity, then the Contractor in complying with N.J.S.A. 52:25-24.2 may submit the name and address of each publicly traded entity, and the name and address of each person holding 10% or more beneficial interest in the publicly traded entity as of the last annual filing with the Security Exchange Commission (SEC), or foreign equivalent.

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

Check here if additional sheets are attached.

NOTE: If an entity owns a 10% or greater interest in the Contractor, list all owners of 10% or greater interest for each such entity. Repeat the process of disclosure as necessary for each tier or level of ownership until the name and address of each individual person who owns a 10% or greater interest in each listed entity has been disclosed.

Publicly Traded Parent Company Disclosure:

Provide the Website (URL) providing the last annual Security Exchange Commission (SEC) filing, or foreign equivalent:

The requested information is available on the following page number(s) of the SEC, or foreign equivalent, filing:

CONTRACTOR _____

SIGNED BY: X _____

PRINT NAME & TITLE: _____

DATE: _____

(Corporate seal if a corporation)

NON-COLLUSION AFFIDAVIT

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

STATE OF _____) ss:

COUNTY OF _____)

Re: FOOD AND BEVERAGE CONCESSIONS AT HOWELL PARK, SHARK RIVER &
 CHARLESTON SPRINGS GOLF COURSES (BID #0063-23)

I, _____ (name)

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

I am the _____ (title)

of _____ (name of bidder), the bidder for the above named project, and that I executed the said bid with full authority so to do; that the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in the bid and in this affidavit are true and correct, and made with full knowledge that the County of Monmouth relies upon the truth of the statements contained in the bid and in the statements contained in this affidavit in awarding a contract for the project.

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

Signed: X _____

Subscribed and sworn to

before me this _____ day

of _____, 20__.

Notary Public of

My commission expires _____, 20__.

MONMOUTH COUNTY PARK SYSTEM
805 NEWMAN SPRINGS ROAD
LINCROFT, NJ 07738
(732) 842-4000

ACKNOWLEDGMENT OF ADDENDA/CLARIFICATION

BIDDER acknowledges receipt of the following listed Addendum or Clarification that have been issued for this Project. BIDDER warrants that this Bid fully accounts for all requirements, terms and conditions of these Addendum or Clarification. (BIDDER must type or print acknowledged Addendum or Clarification numbers and dates --- This bid form does not need to be returned if no Addenda were issued.

Addendum or Clarification # _____	Date Received: _____
Addendum or Clarification # _____	Date Received: _____
Addendum or Clarification # _____	Date Received: _____

Vendor Name:

PS/Bid#:

Signature:

Name (Please Print):

Title:

Date:

EXHIBIT A

MANDATORY ANTI-DISCRIMINATION IN EMPLOYMENT LANGUAGE N.J.S.A. 10:2-1

CONSTRUCTION, ALTERATION OR REPAIR OF ANY PUBLIC BUILDING OR PUBLIC WORK OR FOR THE ACQUISITION OF MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES CONTRACTS

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

In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates.

No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex.

There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract.

This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract, or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L. 1985, c. 490 (C.18A:18A-51 et seq.).

(Revised 2/2017)

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Such equal employment opportunity shall include, but not 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 subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the 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 meet targeted county employment goals established in accordance with *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, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing 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 targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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 AA-302 (electronically provided by the Division of Purchase & Property, CCAU, EEO Monitoring Program and distributed to the public agency through the Division of Purchase & Property, CCAU, EEO Monitoring Program's website at www.state.nj.us/treasury/contract_compliance/)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to *N.J.A.C. 17:27-1.1 et seq.*

(Revised 2/2017)

EXHIBIT C

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the County of Monmouth, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

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

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Commission, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

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

Do you have a federally approved or sanctioned EEO/AA program? Yes No
If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Commission as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes No
If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a \$150.00 Fee and forward a copy of the Form to the Commission. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ **SIGNATURE:** _____
PRINT **TITLE:**
NAME: _____
DATE: _____

REFERENCES

The Bidder must supply a minimum of three references. References must be from jobs similar to this project.

References:

1. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

2. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

3. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

4. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

**Monmouth County Park System
Prohibited Russia-Belarus Activities & Iran Investment Activities**

Person or Entity	
Part 1: Certification	
<p align="center">COMPLETE PART 1 BY CHECKING <u>ONE OF THE THREE BOXES BELOW</u></p> <p>Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses: https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.</p> <p>As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.</p> <p>A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.</p> <p>If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.</p>	
CONTRACT AWARDS AND RENEWALS	
<input type="checkbox"/>	<p><i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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. (Skip Part 2 and sign and complete the Certification below.)</i></p>
CONTRACT AMENDMENTS AND EXTENSIONS	
<input type="checkbox"/>	<p><i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.)</i></p>
IF UNABLE TO CERTIFY	
<input type="checkbox"/>	<p><i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. <u>Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.</u></i></p>

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 Monmouth County Park System is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Monmouth County Park System to notify the Monmouth County Park System 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. 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 Monmouth County Park System and that the Monmouth County Park System at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	

Monmouth County Park System

This certification is to be filled out by the applicant/ person entering into Vendor contract with the Monmouth County Park System.

The applicant is solely responsible for all that is contained herein.

Reference is made to N.J.S.A. 2C:7-23 Prohibitions Upon Sex Offender Participation in any Youth Serving Organization, which is incorporated herewith and made a part of this Certification (see attached):

I, _____, of full age, by way of certification in lieu of oath, deposes and says:

1. I am not a person who has been convicted, adjudicated delinquent or found not guilty by reason of insanity for the commission of a sex offense, as defined in subsection b. of section 2 of P.L.1994, c. 133 (N.J.S.A. 2C:7-2), or a similar crime under the statutes of any other state or nation, which involves a victim under 18 years of age.
2. I will not allow any person who has been convicted, adjudicated delinquent or found not guilty by reason of insanity for the commission of a sex offense, as defined in subsection b. of section 2 of [P.L.1994, c. 133 \(N.J.S.A. 2C:7-2\)](#), or a similar crime under the statutes of any other state or nation, which involves a victim under 18 years of age, to work at Monmouth County Park System facilities.
3. I understand that an "excluded sex offender," as defined in [N.J.S.A. 2C:7-22](#), who holds a position or otherwise participates in a youth serving organization like the Monmouth County Park System, is guilty of a crime of the third degree. I further understand that one who knowingly hires, engages, or appoints an excluded sex offender to work at a youth serving organization like the Monmouth County Park System is guilty of a crime of the fourth degree.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Legal Name
(Please Print)

Legal Signature

Date: _____

(Note: All persons entering into contract with the Monmouth County Park System must check all potential workers through the New Jersey State Police Megan's Law website at http://www.state.nj.us/lps/njsp/info/reg_sexoffend.html. For websites in other states, refer to www.klaaskids.org.