

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

**FOOD AND BEVERAGE CONCESSION AT
SHARK RIVER GOLF COURSE**

BID NO: #0074-15

ADVERTISED: THURSDAY, OCTOBER 22, 2015

BIDS DUE: TUESDAY, NOVEMBER 10, 2015 at 10:00 AM

TO APPEAR IN PAPER: THURSDAY, OCTOBER 22, 2015

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 **TUESDAY, NOVEMBER 10, 2015** and then publicly read aloud for the following:

**1. FOOD AND BEVERAGE CONCESSION AT SHARK RIVER GOLF COURSE
(BID# 0074-15)**

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; **“Doing Business with Us;” “Request for Bids”** or at Monmouth County Park System, Headquarters, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey 07738 between the hours 8:00 a.m. and 4:30 p.m., Monday through Friday. 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 sealed envelopes 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 must be delivered at the place and before the hour mentioned above.

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, 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.

Fred J. Rummel, Chairman
James J. Truncer, Secretary-Director
Stephanie Weise, 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
NON-CONSTRUCTION**

All New Jersey and out of state business organizations must obtain a Business Registration Certificate (BRC) from the Department of Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of Treasury, State of New Jersey, must be submitted. No contract will be awarded without proof of business registration with the Division of Revenue. The contract will contain provisions in compliance with N.J.S.A. 52:32-44, as amended, outlined below.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor.

Before final payment of the contract is made by the contracting agency, the contractor shall submit an 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 sales of tangible personal property delivered into this state.

A business organization that fails to provide a copy of a registration as required pursuant to section 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (N.J.S.A. 5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

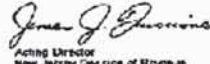
Sample Business Registration Certificates are attached. Certain other forms, such as a Certificate of Authority to collect Sales and Use Taxes or a Certificate of Employee Information Report Approval, are **not** proof of business registration.

Any questions in this regard can be directed to the Division of Revenue at (609) 292-9292. Form NJ-REG can be filed online at: <http://www.state.nj.us/treasury/revenue/gettingregistered.shtml>

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 317 TRENTON, N.J. 08646-0317</small>
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
 Acting Director New Jersey Division of Revenue		
<small>FORM-DRC(0A-01) This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>		

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 CONCESSION AT SHARK RIVER GOLF COURSE (BID #0074-15)** 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.

SAMPLE ONLY - PAGE #1

CONTRACT

This AGREEMENT, made and entered into this day of A. D. Two Thousand and and and between the MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS, a body corporate and politic of the State of New Jersey, party of the first: part; AND

party of the second part.

WITNESSETH: That in consideration of the payments hereinafter specified and agreed to be made by the party of the first part, the party of the second part hereby covenants and agrees to furnish and deliver to the Monmouth County Board of Recreation Commissioners, in strict and entire conformity with the specifications hereto annexed, which are made a part of the Agreement as fully with the same effect as if the same had been set forth at length in the body of this Agreement.

The party of the second part agrees to make payment of all proper charges and labor and materials required in the aforementioned work, and indemnify and save harmless the party of the first part, its officers, agents and servants and each and every name and description, including royalty fees and claims for the use of patented materials or payments and from all damages to which the said party of the first part or any of its officers, agents and servants may be put by reason or injury to the person or property of others resulting from carelessness in the performance of said work, or through any improper or defective machinery, implements or appliances used by the said party of the second part in the aforesaid work, or through any act or omission on the part of the said party of the second part, or his agent or agents.

It is also agreed and understood that the acceptance of the final payment by the contractor shall be understood as a release in full of all claims against, out of, or by reason of the work done and materials furnished under this contract.

If proposals received for this contract include unit prices, the party of the first part reserves the right to increase or decrease any or all quantities in each item at the unit price bid.

IN CONSIDERATION OF the premises, the party of the first part agrees to pay the party of the second part for the said furnishing and delivery of

SAMPLE ONLY - PAGE #2

the same payable at the time and in the manner set forth in the specifications and proposal in connection with the same, which are a part of this contract, the same as though specifically set forth herein and attached hereto and made a part hereof is a true copy of the advertisement for bids.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be signed by the Chairman and attested by its Secretary, with its corporate seal hereto affixed, on *this* day and year first above written. The party of the second part is required to tactfully execute and carry out all requirements of the Affirmative Actions of P.L. 1975 c. 127.

MONMOUTH COUNTY BOARD OF
RECREATION COMMISSIONERS

BY: _____
Fred J. Rummel, Chairman

BY: _____

ATTEST:

ATTEST:

James J. Truncer
Secretary-Director

DATE: _____

DATE: _____

FOOD AND BEVERAGE CONCESSION AT SHARK RIVER GOLF COURSE

The Monmouth County Park System is seeking proposals from qualified Concessionaires interested in operating the food and beverage concessions at Shark River Golf Course. 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 2016, with the possibility of a one (1) year extension for 2017 at the sole discretion of the Monmouth County Park System and the Monmouth County Board of Recreation Commissioners.

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:

- ◆ 2012 – 35,119
- ◆ 2013 – 32,238
- ◆ 2014 – 31,172

SHARK RIVER GOLF COURSE:

- A. The quality of food, its preparation and service, the decor, and ambiance of the surroundings shall be first class.
- B. 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, energy drinks excluded, (1) bottled water machine and (1) candy/snack machine in the area provided by the Park System. 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. 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 Park System elects to leave the Golf Course open after December 31 in any contract year, the Concessionaire is expected to leave the vending machines operational.

The Concessionaire shall be responsible for refunds. A uniform system of refunding money acceptable to the County must be in operation at all times (i.e. the Concessionaire 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 and expired product).

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 tiny 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 issuance of a "Special Concessionaire Permit." 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 by the concessionaire directly to the New Jersey Division of Alcoholic Beverage

Control (NJABC). For reference purposes only, a sample NJABC special permit application is enclosed with these specifications.

In addition to all the 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 beer and other malt alcoholic beverages via cart service on the golf course proper.
- The concessionaire shall also be allowed to dispense both malt alcoholic beverages and wine 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 both malt alcoholic beverages and wine. In the event a tent was set-up for such events, the concessionaire would also be allowed to dispense malt alcoholic beverages and wine 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 NJABC regulations, NJABC regulations shall prevail.

Potential bidders should also note the additional insurance requirements which result from the issuance the special annual concessionaire permit.

LOCATION OF CONCESSION AREA:

The concession contract will be for the Food and Beverage service solely at Shark River Golf Course, and furthermore, confined only to the food prep, lounge, and patio areas of the golf center. The Mobile Food and Beverage Cart shall have access to the Golf Course and

PARKING:

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

CONTRACT PERIOD:

The term of the contract shall be for one (1) year from January 1 through December 31, 2016 (with an option to extend for one (1) additional year (2017) subject to and in compliance with the terms and conditions of this agreement.

OPERATING:

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.

LIQUIDATED DAMAGES:

Vendors failing to abide by the contract, regarding days of operation and hours (Contract Period), will be assessed a penalty (fine) of \$200.00 per day for each day they fail to open and provide services to the golfing public and \$25.00 per day for each hour that they fail to open or close the concessions or provide cart service without prior approval from the Superintendent of Golf or Golf Course Manager as outlined in the bid specifications.

SIGN-IN PROCEDURES:

The Concessionaire's employees must sign in and out daily using the Park System's daily sign-in sheet located at the Shark River Golf Center. At the beginning of the contract period, the Concessionaire is required to meet with the Superintendent of Golf and the Golf Course Manager to discuss this procedure along with uniform compliance.

FOOD AND BEVERAGE CART GENERAL REQUIREMENTS:

1. The Monmouth County Park System shall provide a gasoline powered Mobile Food and Beverage Carts, (herein referred to as Cart).
2. The Cart shall be equipped with the following options:
 - Canopy top
 - High-impact tinted windshield
 - Portable refreshment center (holds approximately 19-20 ounce bottles with ice) (no glass)
 - 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 Monmouth County Park System.
4. The staff of Shark River Golf Course will be responsible for the fueling and routine maintenance of the Cart. The Monmouth County Park System 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 to accident or abuse by the operator.
5. Should the Cart be out of service the Monmouth County Park System will make every effort to provide an alternate Cart of their choosing to act as a temporary Cart until repairs 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. The Cart must be rinsed off on a daily basis by the Concessionaire.
7. The Cart must remain on the paved cart paths at all times. Under no circumstances will the Cart be allowed on the turf on the golf course.
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. NOTE: This schedule is subject to change at any time at the discretion of the Park System 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.

The Park System provides (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: signs, mechanical alterations, and or additional equipment.

BIDDERS QUALIFICATIONS.AND EXPERIENCE:

Bidder must demonstrate that he/she possesses 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, the Board of Recreation Commissioners, its officers, agents, and employees from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance of the Concessionaire, his employees or his 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.

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 the Park System 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 the Park System 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 Park System. It is expressly understood by the parties of the Agreement that it will be entirely within the discretion of the Park System 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, with reasonable wear and tear expected. 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 by him/her for the operation.

The appearance and condition of the interior shall be continually inspected on a regular basis by the Park System to ensure that these conditions are being met. If at a routine inspection conditions are unacceptable Concessionaire shall make all necessary improvements within 24 hours to render the area acceptable.

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

The Concessionaire shall repair any damages due to negligence on his part or on the part of any of his employees or agents. Upon failure to make said repairs, after receiving written notice from the Park System, the Park System at it's option, may elect to make said repairs, and the cost of said repairs shall be paid by the Concessionaire to the Park System 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 Park System.

No physical alterations of the premises can be made without requesting such alteration in writing and in return receiving expressed written consent from the Park System. Such physical alterations shall consist of any nailing, bolting, fastening, cutting, drilling, etc. to any piece of Park System property. If physical alterations are approved, they shall then belong to the Park System.

OUTSIDE CATERER:

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

The Park System will solicit prices from the golf course Food and Beverage Concessionaire for providing box lunch type meals for Park System programs held at this course such as Club Championships and Match Play 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:

All food and food preparation facilities, equipment, service area and beverage carts shall meet State and Local Codes and be in accordance with Chapter 12, of the State Sanitary Code.

INSPECTIONS:

The Monmouth County Park System and its Agents or Representatives shall have the right to enter into and upon the leased premises, or any part thereof, at all reasonable hours for the purpose of examining and inspection of facilities and equipment. The Concessionaire agrees to meet monthly with a representative of the Park System for the purpose of making a routine inspection of the leased facilities and equipment.

LABOR:

The Concessionaire shall be required to conform to the Labor laws of the State of New Jersey and the various acts amendable and supplementary thereto.

The Concessionaire shall not permit any agent or employee to remain in or upon the premises of the Park System 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 the Park System 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 the Park System.

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. The Park System makes no representations regarding any such taxes or the tax status of this property.

HOURS OF OPERATION:

Opening and Closing Time

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 Mike Janowski; Superintendent of Golf. 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. Park System will provide exact schedule of golf course hours before that start of the season.

COURSE CLOSING: The Monmouth County Park System 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 a portion of the entire 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. Park System sponsored and hosted tournaments and outings.

Example: a) High School Invitational Tournament

- b) Men's Spring Tournament
- c) Shark River Course Championship
- d) Qualifying events hosted by the Park System
- e) 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.

The vendor will be required to be open and provide food and beverage service for scheduled tournaments and outings.

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 during the year.

The Concessionaire may not seek reimbursement for lost revenue from the Monmouth County Park System for closings due to scheduled maintenance, construction projects, Park System 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 Park System. All such employees shall wear name tags and be dressed in neat and clean uniforms satisfactory to the Park System. 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 Park System and the Concessionaire.

The Concessionaire and his employees shall meet with Superintendent of Golf and Golf Course Manager prior to start date of the contract for uniform inspection.

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. All food must be served at the proper temperatures and with proper freshness.

SECURITY:

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

A. Locks and Keys.

Upon takeover of contract concession areas 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 the Monmouth County Park System Superintendent of Golf or Golf Course Manager 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:
 - Individual Park System Key \$10.00
 - Equipment Key \$10.00
4. If and when a lost key occurs, and for security reasons it is necessary to change locks, a fee of \$10.00 per lock will be charged to the Concessionaire.

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

Under no circumstances shall any locks other than Park System 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 Park System reserves the right to enter upon any and all sections of the leased facility.

B. Alarms:

The Golf Center is currently alarmed for both fire and burglar and is monitored on a 24 hour basis.

The Concessionaire shall not permit any agent or employee to remain in or upon the premises of the Park System 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.

The Park System maintains an alarm emergency response list. In the event the alarm is activated Park System personnel will respond.

The Concessionaire shall advise his personnel that he/she is responsible for the building inventory. As such, his/her personnel should be constantly aware of people entering and exiting from the building.

UTILITIES:

The Park System shall provide and be responsible for payment of all utility charges connected with the concession operation. The Park System 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 Superintendent of Golf and Golf Course Manager 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 Superintendent of Golf.

ADVERTISING:

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

The use of the Monmouth County Park System logo or name shall be 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 Superintendent of Golf's approval.

HOUSEKEEPING:

The Concessionaire shall preserve and maintain in a good and clean condition, the complete contracted area, with reasonable wear and tear expected. It is understood that the Concessionaire is fully responsible for the interior janitorial maintenance of the structure and the janitorial maintenance/cleanliness of the area, which is utilized by him/her for the operation.

Concessionaire will be responsible for the daily and routine janitorial maintenance of the contracted 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.

The Park System, to ensure that these conditions are being met, shall continually inspect the appearance and condition of the interior of the facility, on a regular basis. If at a routine inspection conditions are unacceptable, Concessionaire shall make all necessary improvements within 24 hours to render the area acceptable. 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.

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 the Park System. Such physical alterations shall consist of any nailing, bolting, fastening, cutting, drilling, etc. to any piece of the Park System property. If physical alterations are approved, they shall then belong to the Park System.

DAMAGE AND REPAIRS:

The Concessionaire shall repair any damages due to negligence on his part or on the part of any of his employees or agents. Upon failure to make said repairs after receiving written notice from the Park System, the Park System at its option, may elect to make said repairs. The Concessionaire shall pay the cost of said repairs to the Park System 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 Park System.

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 to the following items and in accordance with the specifications listed. Concessionaire should provide written verification to Superintendent of Golf of all mandatory professional services performed.

- updraft system
- fire suppression system (the Park System will schedule and pay for this service)
- pest control
- grease trap

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.
- C. Roof fans should be washed of all greases and dirt and replaced.
- D. Precaution should be taken as to the safety of the fire alarm system within the hoods and ducts.
- E. The Concessionaire shall be responsible for all clean-up work of the premises that is necessary due to his work.

2. Fire Suppression System: (Scheduled and Paid for by the Park System)

The Park System will provide automatic fire suppression system fully charged prior to the beginning of operation. The Park System will be responsible for the semi-annual inspections of the systems as required by law. The Park System will be responsible for any expense incurred for this service. Service must be performed by a firm certified to perform said work and must comply with NFPA-

17 and NFPA-96. Upon completion of each of the semi-annual inspections, a copy of the report is to be supplied to the Park System.

The New Jersey State requirement, enacted July 1, 2003, states any business that is engaged in the fire protection equipment business, or otherwise engages in the installation, service, repair, inspection or maintenance of fire protection equipment be certified and must have a three year business permit to engage in such business in the state of New Jersey. The certification requirements cover, All Fire Protection Equipment Contractors, Fire Sprinkler System Contractors, Fire Alarm System Contractors, Portable Fire Extinguisher Contractors and all Kitchen Fire Suppression Contractors

3. Pest Control

During the duration of the contract Concessionaire will be responsible for the prevention and control of all household pest and commensal 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.

4. 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.

Special Note:

The performance of Professional Mandatory Maintenance does not in any way preclude the performing of basic, daily, routine maintenance to the facility and its equipment.

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 garbage and trash, etc. will be done by Park System staff. All garbage, trash, etc. shall be removed from the building and placed outside the building on a daily basis at the end of each day. No garbage, cartons, boxes, etc., shall ever be stored outside of the service entrance or any other location around the perimeter of the building.

Park System personnel will transport properly bagged garbage and separated and bundled recyclables to the maintenance building.

COOKING OIL DISPOSAL:

All cooking oil and grease is to be repackaged in original containers and disposed of through a recycler. A grease recycler operating in the Jersey Shore area is MOPAC OF Souderton, PA. Telephone number is 732-674-5624 or information is available on the internet at greaseland.com.

RECYCLING:

A. Single Stream Recycling

The Monmouth County Park System has contracted with an outside company to provide the Park System with single stream recycling services. Single stream recycling allows the mixing of materials that previously had to be separated. Now the following materials can be collected together, bagged and disposed of 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. Park System personnel will transport bags to golf course maintenance building and place in Park System recycling dumpster.

EQUIPMENT:

The Park System 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 the Shark River Golf Center staff at (732) 922 - 4141 to make an appointment for said inspection. The Park System retains all right, title, and interest in all equipment currently in place.

For all equipment, the Park System maintains it is in acceptable working order. If at time of start-up, the equipment does not work, the Park System 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, etc. to maintain equipment in good clean and acceptable working order with reasonable wear and tear expected. Such repairs and maintenance shall be at Concessionaire's expense and shall be made by a repair and maintenance vendor acceptable to the Park System.

If during the term of this contract any Park System equipment becomes inoperable and economically infeasible to repair, the Park System assumes no obligation or responsibility

to replace that piece of equipment. If the Concessionaire wishes to replace that piece of equipment he may do so at his/her own expense.

Concessionaire may supply additional concession equipment to the present equipment; however, he/she must make written request to the Park System 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.

AUDIO/VIDEO DEVICES:

Concessionaire is not permitted to possess or operate Audio or Video devices within the concession area. i.e. Laptops, Radio, TV, VCR, Tape or Disc Players.

MANAGEMENT QUESTIONNAIRE:

Bidder will be required to furnish with their bid the Completed Management Questionnaire as attached.

RENT/PAYMENT:

- A: Concessionaire shall pay without notice or demand, the rent herein.
- B: The rent herein shall be payable to the Monmouth County Board of Recreation Commissioners at the Park System Headquarters Building as described:
Monmouth County Park System, 805 Newman Springs Rd., Lincroft, N.J. 07738
Attn: Accounts Receivable
- C: The bid submitted shall be for a One (1) year period on an annual fixed fee basis, with an option to extend for One (1) additional year.
- D: The Park System has established a minimum annual fixed rent for the facility according to the following schedule:

1. Minimum Annual Rent for Year 1 - \$ 4,000.00

2. Minimum Annual Rent for Year 2 - \$ 4,000.00

E. First Year

Concessionaire to include, at time of bid submittal, a payment in the amount of 10% of the first year bid with the remaining amount due to be paid in three equal payments on or before the first of each month of July, August and September of contractual year.

Second Year Extension

Concessionaire will be required to make a 10% down payment of the amount of the second year bid on or before February 1 of the contractual year. The

remaining amount due to be paid in three equal payments on or before the first of each month of July, August and September of that contractual year.

F. DEFAULT

If a Concessionaire fails to make any payment when due or within ten (10) days thereafter, the Concessionaire will be in default of the agreement, whereupon the County may immediately commence an action for possession and pursue such other remedies as may be available to it.

G. LATE PAYMENT

If the Concessionaire fails to make any payment under the agreement when due or within ten (10) days thereafter, the Concessionaire shall be liable for a late charge equal to 8% of the first \$1500, 18% of the amount over \$1500 overdue payment. Thereafter, the Concessionaire shall be liable for service charges in the amount of 18% simple interest per month on the unpaid balance (including late charges) until paid.

H. ATTORNEY'S FEES AND COSTS

The Concessionaire shall be responsible for the County's reasonable attorney's fees, plus costs, in any tenancy action or other action brought by the County to enforce the agreement.

SECURITY FOR PERFORMANCE:

The Monmouth County Park System requires security that the successful Contractor will perform all of its obligations under the contract, including the payment of rent. For this reason, the successful contractor will be required to provide either (a) or (b) as security:

- (a) Provide to the Park System a performance bond, in a form acceptable to the Park System, issued by a New Jersey-licensed surety company in an amount equal to one (1) years' rent under the contract. The performance bond must be submitted to the Park System upon the signing of the contract and prior to the contractor taking possession of the premises, and must be in effect throughout the term of the contract. If the contract is a multi-year contract, annual bonds will be accepted, so long as there is continuous coverage in the required amount(s).
- (b) In the alternative, each principal of the contractor must personally guarantee the contractor's performance of the contract. A "principal" shall be any person who has a 10% or more ownership interest in the contractor. If any entity(ies), rather than a person(s), owns 10% or more of the contractor, the principal(s) of each such entity must personally guarantee the contractor's performance.

METHOD OF AWARD:

The lease agreement shall be awarded to the responsible bidder submitting the highest lump sum bid. A bidder meeting all requirements as specified and substantiating the ability to perform under the terms and conditions of this contract shall be determined a responsible bidder. The Monmouth County Park System reserves the right to waive any informality in, or to reject any or all bids deemed in the best interest of the Park System.

Bid Submittal

Vendor may bid on any or all proposals. Individual contracts will be awarded by proposal.

Contact Person

Questions regarding these specifications are to be directed to Mike Janoski, Superintendent of Golf (732) 462-9224, Ext. 2#.

INSURANCE LANGUAGE FOR GOODS & SERVICES CONTRACTS

INSURANCE: The Contractor shall maintain the following insurance coverage, and provide the Park System a Certificate (ACORD[©]) of same, naming the Monmouth County Park System as the Certificate holder.

A. **Worker's Compensation and Employer's Liability**—covering all of the contractor's employees engaged in the performance of the contract in accordance with the requirements of the laws of the State of New Jersey, including Employers Liability coverage at limits of \$1,000,000 each accident, and \$1,000,000 each employee and policy limit for disease.

Commercial General Liability: Bodily injury, property damage, and personal injury liability including coverage for: premises / operations; products / completed operations; independent contractors; and contractual liability.. Limits of at least \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products-completed operations shall apply. **Liquor liability coverages shall also be provided at a limit of at least \$2,000,000 each occurrence and aggregate.**

Business Automobile Liability: Bodily injury and property damage with limits of not less than \$1,000,000 each accident combined for bodily injury and property damage. Coverage must apply to any owned, hired or non-owned vehicles.

B. **County Additional Insured:** The County of Monmouth, Monmouth County Board of Recreation Commissioners, and their respective officers, servants and agents must be endorsed as additional insureds on the Contractor's Commercial General and Liquor Liability policies.

MANAGEMENT QUESTIONNAIRE

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: _____

_____ Zip _____

Telephone: _____

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

REFERENCE NO. 2

Name: _____

Title: _____

Firm: _____

Address: _____

_____ Zip _____

Telephone: _____

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

REFERENCES

REFERENCE NO.3

Name: _____

Title: _____

Firm: _____

Address: _____

_____ Zip _____

Telephone: _____

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

REFERENCE NO. 4

Name: _____

Title: _____

Firm: _____

Address: _____

_____ Zip _____

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 concessions facility for each of the two operating years of the term of the Concession Agreement.

1. SHARK RIVER GOLF COURSE

YEAR 1 GROSS RECEIPTS \$ _____

YEAR 2 GROSS RECEIPTS \$ _____

TOTAL \$ _____

FINANCIAL STATEMENT

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

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

In lieu of the gross receipt requirements 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.

Certification to Prevent Certain Convicted Sexual Offenders

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 Monmouth County Board of Chosen Freeholders Resolution 05-815 Prohibiting Certain Sexual Offenders From Using Monmouth County Facilities Where Children Commonly Gather 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 over the age of 18 who has been convicted of any crime against a minor as listed in N.J.S.A. 2C: 7-2, or convicted of a similar crime under the statutes of any other state or nation and who as a result of said conviction is required to register with proper authorities pursuant to N.J.S.A. 2C: 7-1 et seq., or required to register with any other state or national authorities.
2. I will not allow any person over the age of 18 who has been convicted of any crime against a minor as listed in N.J.S.A. 2C: 7-2, or convicted of a similar crime under the statutes of any other state or nation, and who as a result of said conviction is required to register with the proper authorities pursuant to N.J.S.A. 7C: 7-1, et seq., or required to register with any other state or national authorities, to work at Monmouth County Park System Areas.
3. I will inform all those over the age of 18 who want to work at any Monmouth County Park System Area that anyone who has been convicted of any crime against a minor as listed in N.J.S.A. 2C: 7-2, or convicted of a similar crime under the statutes of any other state or nation, and who as a result of said conviction is required to register with the proper authorities pursuant to N.J.S.A. 2C: 7-1 et seq., or required to register with any other state or national authorities, that the penalty for trespassing onto the physical boundaries of any County Facility shall be punishable by a fine not to exceed \$200 and/or imprisonment for a term not to exceed 90 days pursuant to N.J.S.A. 40: 24-2.

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

Legal Signature

(Please Print)

Date: _____

(Note: The above certification refers to certain convicted sex offenders over the age of 18 who are registered as tier 2 or tier 3 offenders under Megan's Law. 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.

SPECIAL CONCESSIONAIRE PERMIT A/K/A ANNUAL STATE PERMIT

13:2-5.2 Special concessionaire permit

(a) Application for a special concessionaire permit may be made to the Director by any individual, partnership, corporation, limited liability company, or other type of legal entity who has entered into a contract with the State of New Jersey, or any political subdivision thereof, whereby said person or organization is authorized to sell alcoholic beverages for immediate consumption in any public building or on any property owned by or under the control of the State of New Jersey or any political subdivision thereof. Such permit may also authorize the sale of alcoholic beverages in original containers for off-premises consumption, provided the applicant, with the consent of the governmental agency, establishes to the satisfaction of the Director that there is good cause for such sales.

(b) The term of a special concessionaire permit shall be from July 1 through June 30 unless otherwise specified. The fee for the permit shall be \$2,000, and is payable with the application to the Division of Alcoholic Beverage Control.

(c) Application must be supported by the following documents before permit will be issued by the Director:

1. Letter of authorization form, and copy of agreement with, the State, county, or municipal official or body charged with responsibility over public buildings or lands at which the sale of alcoholic beverages is sought;
2. Letter of applicant detailing manner and method of proposed operation under permit;
3. Plan or sketch of premises to be used in accordance with permit;
4. If applicant is incorporated—copy of certificate of incorporation; if an association—copy of charter; and

5. Affidavit of publication by newspaper in which notice of application has appeared, as hereinafter provided.

(d) Within 10 days subsequent to the filing of application with the Director, applicant shall cause to be published a notice of application once, in a newspaper printed in the English language, published and circulated in the municipality in which the premises sought to be authorized are located. If, however, there shall be no such newspaper, then such notice shall be published in a newspaper printed in the English language, published and circulated in the county in which said premises are located.

(e) Notice of application shall be published in the following form:

-NOTICE-
ALCOHOLIC BEVERAGE PERMIT

Take notice that _____
(Name of Applicant)
has applied to the DIRECTOR of the New Jersey DIVISION OF ALCOHOLIC BEVERAGE CONTROL for a SPECIAL CONCESSIONAIRE PERMIT for premises situated at

(No.) (Street) (Municipality)

The person(s) who will hold an interest in this permit is/are:

See *

See ** to insert other information applicable

Objections, if any, should be addressed to the Director, Division of Alcoholic Beverage Control, PO Box 087, Trenton, New Jersey 08625.

(Name of Applicant)

(Address of Applicant)

* If the applicant is an individual, insert the name and residence address of that individual.

If applicant is a corporation, insert the names and residence address of all officers and all directors, and the names and residences of all stockholders holding one percent or more of any of the stock of the applicant corporation or any corporation that is a stockholder in the applicant corporation.

If the applicant is a partnership, insert the name of the partnership and the names and residence address of all partners and any limited partners holding an interest of one percent or more.

If applicant is a club, insert the names and residence address of the officers and the offices they fill respectively, and the names and residences of the directors, trustees or other governing officials.

If the applicant is a limited liability company, insert the name of the limited liability company, and the name and addresses of all officers and members.

**If the application is for a building not yet constructed, insert in the Notice the following: "Plans of building to be constructed may be examined at the office of the Director of the Division of Alcoholic Beverage Control, 140 East Front Street, Fifth Floor, Trenton, New Jersey 08625."

(f) Upon timely receipt of a duly signed written objection to the issuance of a special concessionaire permit, the Director will afford a hearing to all parties and notify the applicant and the objector of the date, hour and place thereof. No hearing need be held if no objection shall be lodged, but the application shall not be denied without first affording the applicant an opportunity to be heard.

(g) The holder of a special concessionaire permit shall be entitled to purchase alcoholic beverages only from the holders of New Jersey wholesale licenses. Said permittee is expressly prohibited from purchasing alcoholic beverages from retail licensees and from selling or offering for sale alcoholic beverages for off-premises consumption, unless specifically authorized in the permit issued by the Director upon a showing of good cause therefor.

(h) The Director may, in the exercise of sound discretion, impose special conditions on any permit.

(i) The holder of a special concessionaire permit must abide by all provisions of the New Jersey Alcoholic Beverage Control Act, Division rules and regulations and municipal ordinances as they pertain to retail licensees. Failure to do so may result in disciplinary proceedings against the permittee. Hours of sale shall not exceed those permitted in the municipality in which the public building or land is located.

As amended, R.1979 d.138, eff. May 1, 1979.

See: 11 N.J.R. 143(a), 11 N.J.R. 257(c).

Amended by R.1986 d.181, effective May 19, 1986.

See: 18 N.J.R. 545(a), 18 N.J.R. 1104(a).

Substantially amended.

Amended by R.1990 d.412, effective August 20, 1990.

See: 22 N.J.R. 1811(a), 22 N.J.R. 2508(c).

In (a), added "or on any property" owned or controlled by State; in (b), clarified payment of fee with application; in (c)1, added public "buildings or" lands. Substantially revised application form. In (f), "Upon timely receipt" was "Upon receipt"; in (i), stipulated public building "or land".

Amended by R.1995 d.450, effective August 21, 1995.

See: 27 N.J.R. 2051(a), 27 N.J.R. 3177(a).

Changed Director's address.

Amended by R.2000 d.542, effective August 21, 2000.

See: 32 N.J.R. 1717(a), 32 N.J.R. 3162(a).

In (a), deleted "or" following "partnership," and added ", or other type of legal entity" following "corporation"; and rewrote (b).

Special amendment, R.2003 d.311, effective July 3, 2003 (to expire January 3, 2004).

See: 35 N.J.R. 3707(a).

In (b), substituted "\$2,000" for "fixed by the Director" following "for the permit shall be".

Adopted concurrent amendment, R.2003 d.470, effective November 5, 2003.

See: 35 N.J.R. 3707(a), 35 N.J.R. 5427(a).

Provisions of R.2003 d.311 adopted without change.

Amended by R.2006 d.67, effective February 21, 2006.

See: 37 N.J.R. 3221(a), 38 N.J.R. 1193(a).

In (a), added ", limited liability company,"; in (e), added "If the applicant is a limited liability company, insert the name of the limited liability company, and the name and addresses of all officers and members," to the Notice form.

not establish a "threshold of licensure" but merely indicate that an applicant is not statutorily disqualified from licensure: applicant no longer had the required possessory interest in the premises and was not entitled to the issuance of a special concessionaire's permit (Director's final decision). In Re: Dunn, 10 N.J.A.R. 1 (1984).

Case Notes

Applicant's request for a special concessionaire permit denied: applicant bears the burden of proof with respect to establishing fitness for licensure. Lack of an arrest record and meeting the legal age limit do

TR#: _____

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF ALCOHOLIC BEVERAGE CONTROL

Action ID Code
[] [] [] []
A W D U

FEE: _____

DATE: _____

RETAIL LIQUOR LICENSE APPLICATION

STATE ASSIGNED LICENSE NUMBER

DATE APPLICATION FILED:

____ - ____ - ____

____ / ____ / ____

[For DIVISION use only _____]

CODE TYPE OF LICENSE (CHECK ONE)

THIS APPLICATION IS FOR:

CLASS C LICENSES [R.S. 33:1-12]

- 31 _____ Club
- 32 _____ Plenary Retail Consumption
w/Broad Package Privilege
- 33 _____ Plenary Retail Consumption
- 36 _____ Plenary Retail Consumption
(Hotel/Motel Exception)
- 37 _____ Plenary Retail Consumption
(Theatre Exception)
- 35 _____ Seasonal Retail Consumption
(November 15 through April 30)
- 34 _____ Seasonal Retail Consumption
(May 1 through November 14)
- 44 _____ Plenary Retail Distribution
- 43 _____ Limited Retail Distribution

- _____ A New License
- _____ Person-to-Person Transfer
(Including Partnership change,
except Limited Partnership)
- _____ Place-to-Place Transfer
(Including expansion of premises)
- _____ Change of Corporate Structure
- _____ Extension of License (to Executor,
Receiver, Administrator, etc.)
- _____ Renewal of License
- _____ Amendment of Application on File
- _____ Other _____

OTHER

- 14 _____ Annual State Permit
(R.S. 33:1-42, NJAC 13:2-52)
- 40 _____ Special Permit for a Golf Facility
(NJAC 13:2-5.3)

This Area is Reserved for Municipal Use

Municipal Fee \$ _____

Effective Date _____ / _____ / _____
(As Stated in Resolution. Date of resolution unless otherwise established.)

State Fee \$ _____

Date Denied _____ / _____ / _____
(As Stated in Resolution)

Refund Amount \$ _____

Special Conditions Attached: _____ Yes _____ No

Type or Print Name (Last Name, First Name, Middle Initial) of Municipal Clerk or ABC Secretary

Signature of Municipal Clerk or ABC Secretary

PLEASE TYPE OR PRINT ALL INFORMATION

STATE ASSIGNED LICENSE NUMBER _____ - _____ - _____ - _____

Application is made on behalf of: _____

1 = An Individual
3 = A Partnership
5 = Incorporated Club

2 = Business Corporation
4 = Unincorporated Club
6 = Limited Partnership

7 = Limited Liability Company

2.1 NAME(S) AS IT DOES OR WILL APPEAR ON THE LICENSE CERTIFICATE (NOT "TRADE" NAME):
License may be held by Individual (Last Name, First Name, Middle Initial), Partnership or Corporation.

(Last Name, First Name, Middle Initial or Corporate Name)

2.2 ACTUAL ADDRESS WHERE THE LICENSE IS TO BE USED (SITED PREMISES):

Street Address _____
Number _____ Street Name _____

Municipality _____ Zip _____ - _____

Telephone number of business (_____) _____ - _____
Area Exchange Number

2.3 If no licensed premises exists or if a mailing address is different than the "actual address" given above, provide the mailing address (insert N/A if not applicable):

Street Address _____
Number _____ Street Name _____

P.O. Box # _____ Municipality _____ State _____

Zip _____ - _____ Telephone (_____) _____ - _____

2.4 New Jersey Sales Tax Certificate of Authority No. _____

2.5 TRADE NAME(S) UNDER WHICH BUSINESS IS TO BE CONDUCTED. ALL TRADE NAMES MUST BE LISTED AND REGISTERED WITH THE N.J. SECRETARY OF STATE [if a corporation] OR COUNTY CLERK [if a partnership or sole proprietor]:

2.6 THE FOLLOWING QUESTIONS ARE TO BE ANSWERED BY ALL APPLICANTS OTHER THAN APPLICANTS FOR A NEW LICENSE:

A. IS THE LICENSE ACTIVELY USED AT AN OPERATING PLACE OF BUSINESS?
_____ Yes _____ No

B. IF NO, GIVE THE DATE THE BUSINESS STOPPED OPERATING (OR THE DATE THE LICENSE WAS ORIGINALLY ISSUED IF NEVER SITED AT AN OPERATING BUSINESS):
_____ / _____ / _____

C. IF THE LICENSE IS INACTIVE AND THE APPLICATION IS FOR A TRANSFER, WILL THE LICENSE BE USED AT AN OPERATING PLACE OF BUSINESS AFTER APPROVAL?
_____ Yes _____ No

2.7 THE FOLLOWING QUESTIONS ARE TO BE ANSWERED BY AN APPLICANT FOR A NEW LICENSE:

A. WILL THE LICENSE BE USED AT AN OPERATING PLACE OF BUSINESS IMMEDIATELY UPON ISSUANCE?
_____ Yes _____ No

B. IF NO, PROVIDE ANTICIPATED DATE OF LICENSE ACTIVATION:
_____ / _____ / _____

STATE ASSIGNED LICENSE NUMBER _____ - _____ - _____ - _____

The following questions identify information about the licensed premises. This describes the area or place which is to be licensed for the sale, service, consumption, delivery, receipt or storage of alcoholic beverages. If the license is inactive and NOT SITED AT A PLACE OF BUSINESS, answer question 3.1 only, entering N/A for "not applicable." [If you use N/A as a response to question 3.1, question 2.2 on Page 2 should also be answered N/A.]

3.1 HOW MANY SEPARATE BUILDINGS ARE TO BE INCLUDED UNDER THIS LICENSE? _____

If more than one building is to be included under this license, a separate Page 3 is to be submitted covering each building. An up-to-date sketch of the entire licensed premises should be submitted for inclusion in the State ABC license file.

3.2 BUILDING NO. _____ OF _____ TO BE LICENSED.

3.3 IS THE ENTIRE BUILDING TO BE LICENSED? _____ Yes _____ No

If the answer to question 3.3 is "No," specify which floors are to be under license and which ones are not by answering the following questions:

- | | | |
|-----------------------|--------------------|------------------------------|
| 3.4 Basement | _____ Yes _____ No | All of it _____ Yes _____ No |
| 1 st floor | _____ Yes _____ No | All of it _____ Yes _____ No |
| 2 nd floor | _____ Yes _____ No | All of it _____ Yes _____ No |
| 3 rd floor | _____ Yes _____ No | All of it _____ Yes _____ No |

Specify each additional floor number to be included under this license: _____

If only part of any floor is to be licensed, attach a more detailed explanation with sketches to clearly delineate licensed areas from unlicensed areas.

3.5 ARE ANY GROUNDS ADJACENT TO THE BUILDING UNDER LICENSE TO BE INCLUDED AS PART OF THE LICENSED PREMISES?

_____ Yes _____ No

3.6 IS THERE ANY UNLICENSED AREA LOCATED BETWEEN BUILDINGS UNDER THIS LICENSE OR BETWEEN LICENSED ADJACENT GROUNDS?

_____ Yes _____ No

IF THE ANSWER IS "YES," ATTACH A SKETCH OF THE LICENSED AND UNLICENSED AREAS SHOWING DIMENSIONS IN FEET.

3.7 DOES THE APPLICANT OWN THE BUILDING? _____ Yes _____ No

IF "YES," IS THERE A MORTGAGE ON THE BUILDING? _____ Yes _____ No

DOES THE APPLICANT LEASE THE BUILDING? _____ Yes _____ No

If there is a mortgage on the property, answer question 3.8. If the licensed premise is leased, answer question 3.9.

3.8 MORTGAGEE (HOLDER OF MORTGAGE):

(Last Name, First Name, Middle Initial or Corporate Name)

Street Address _____
Number _____ Street Name _____

P.O. Box # _____ Municipality _____ State _____

Zip _____ - _____

3.9 LANDLORD (HOLDER OF LEASE):

(Last Name, First Name, Middle Initial or Corporate Name)

Street Address _____
Number _____ Street Name _____

P.O. Box # _____ Municipality _____ State _____

Zip _____ - _____

STATE ASSIGNED LICENSE NUMBER _____ - _____ - _____ - _____

4.1 IS THE NEAREST ENTRANCE OF THE PLACE TO BE LICENSED WITHIN 200 FEET OF THE NEAREST ENTRANCE OF ANY CHURCH OR SCHOOL? _____ Yes _____ No

IF THE ANSWER IS "YES," IS A WAIVER SIGNED BY THE APPROPRIATE OFFICIAL ATTACHED TO THIS APPLICATION? _____ Yes _____ No

4.2 DOES THE APPLICANT INTEND TO USE ANY VEHICLES FOR THE TRANSPORT OR DELIVERY OF ALCOHOLIC BEVERAGES? _____ Yes _____ No (A TRANSIT INSIGNIA IS NECESSARY BEFORE ALCOHOLIC BEVERAGES MAY BE TRANSPORTED.)

4.3 HAS THE APPLICANT FILED AN ANNUAL SPECIAL TAX REGISTRATION AND RETURN FORM (TTB F 5630.5) WITH THE FEDERAL ALCOHOL AND TOBACCO TAX AND TRADE BUREAU?

_____ Yes _____ No

IF "YES," DATE FILED _____ / _____ / _____

4.4 WILL ANY BUSINESS OTHER THAN THE SALE OF ALCOHOLIC BEVERAGES BE CONDUCTED ON THE PREMISES TO BE LICENSED? _____ Yes _____ No

IF THE ANSWER IS "YES," INDICATE THE NATURE OF THE BUSINESS AND WHO WILL CONDUCT IT BY RESPONDING TO THE FOLLOWING QUESTIONS:

- | | | |
|-------------------------------|-----------------|-------------|
| _____ Restaurant | _____ Applicant | _____ Other |
| _____ Catering | _____ Applicant | _____ Other |
| _____ Hotel/Motel | _____ Applicant | _____ Other |
| _____ Amusements | _____ Applicant | _____ Other |
| _____ N.J. Lottery | _____ Applicant | _____ Other |
| _____ Grocery or Delicatessen | _____ Applicant | _____ Other |
| _____ Other (specify) | _____ Applicant | _____ Other |

4.5 IF SOMEONE OTHER THAN THE APPLICANT WILL OPERATE THE OTHER BUSINESS ON THE LICENSED PREMISES, ANSWER THIS QUESTION. IF THERE IS MORE THAN ONE INDIVIDUAL OR COMPANY, ATTACH A SEPARATE PAGE LISTING THE REQUESTED INFORMATION FOR EACH OPERATOR.

Business to be operated _____

Name of company/individual _____
(Last Name, First Name or Corporate Name)

Street Address _____
Number Street Name

Municipality _____ State _____

Zip _____ - _____ NJ Sales Tax Certificate of Authority No. _____

STATE ASSIGNED LICENSE NUMBER _____ - _____ - _____ - _____

ALL APPLICANTS ANSWER THE FOLLOWING

5.1 IS THE APPLICANT OR ANY OTHER PERSON MENTIONED IN THIS APPLICATION A POLICE OFFICER OR HOLD ANY POSITION ENTRUSTED WITH THE ENFORCEMENT OF ANY LAWS CONCERNING ALCOHOLIC BEVERAGES IN ANY MANNER WHATSOEVER?

_____ Yes _____ No

If the answer is "Yes," complete the following:

Name of individual _____
Last Name First Name Middle Initial

Title of position held _____

Name of Employing Agency _____

5.2 DOES THE APPLICANT OR ANY OTHER PERSON MENTIONED IN THIS APPLICATION, OR ANY PERSON HAVING A BENEFICIAL INTEREST IN THE LICENSED BUSINESS, HOLD OFFICE IN THE UNIT OF GOVERNMENT ISSUING THE LICENSE? _____ Yes _____ No

IF THE ANSWER IS "YES," COMPLETE THE FOLLOWING:

Name of Individual _____
Last Name First Name Middle Initial

Title of Office _____

Municipality _____

5.3 DOES THE APPLICANT OR ANY OTHER PERSON MENTIONED IN THIS LICENSE APPLICATION, OR ANYONE WITH A BENEFICIAL INTEREST IN THE LICENSED BUSINESS, DIRECTLY OR INDIRECTLY, HAVE ANY INTEREST IN ANY BREWERY, WINERY, DISTILLERY, RECTIFYING AND BLENDING PLANT, IMPORTER OR WHOLESALE ALCOHOLIC BEVERAGE BUSINESS, AS OWNER, PART OWNER, LANDLORD, TENANT, MORTGAGE HOLDER OR AS A STOCKHOLDER, OFFICER, DIRECTOR, AGENT, EMPLOYEE OR OTHERWISE?

_____ Yes _____ No

IF THE ANSWER IS "YES," ATTACH AN AFFIDAVIT EXPLAINING THE RELATIONSHIP AND NATURE OF THE INTEREST AND COMPLETE THE FOLLOWING:

A. New Jersey license number, if applicable _____ - _____ - _____

B. IF THE BUSINESS DOES NOT HOLD A NEW JERSEY LIQUOR LICENSE, ANSWER THE FOLLOWING QUESTIONS:

Name of entity conducting business (Corporation, Partnership or Individual)

(Last Name, First Name, Middle Initial or Corporate Name)

Street Address _____
Number Street Name

P.O. Box # _____ Municipality _____ State _____

Zip _____ - _____

Type of Business _____

PLEASE TYPE OR PRINT ALL INFORMATION

STATE ASSIGNED LICENSE NUMBER _____ - _____ - _____ - _____

ALL APPLICANTS ANSWER THE FOLLOWING

6.1 HAS THE APPLICANT EVER BEEN DENIED A LIQUOR LICENSE IN NEW JERSEY? ____ Yes ____ No

IF THE ANSWER TO THIS QUESTION IS "YES," ANSWER THE FOLOWING:

Type of License or Permit Denied: ____ Retail ____ Wholesale ____ Transportation
____ Warehouse ____ Manufacturer

Unit of Government which denied License or Permit: _____

Date of Denial (approximate if not known) ____ / ____ / ____

Reason for Denial _____

6.2 HAS ANY CORPORATION, PARTNERSHIP OR INDIVIDUAL MENTIONED IN THIS APPLICATION, OTHER THAN THE APPLICANT, BEEN DENIED A LIQUOR LICENSE OR PERMIT? ____ Yes ____ No

IF THE ANSWER IS "YES," ANSWER THE FOLLOWING:

Name of Entity _____
Last Name First Name Middle Initial

Type of License or Permit Denied: ____ Retail ____ Wholesale ____ Transportation
____ Warehouse ____ Manufacturer

Unit of Government which denied License or Permit: _____

Date of Denial (approximate if not known) ____ / ____ / ____

Reason for Denial _____

6.3 HAS THE APPLICANT OR ANY OTHER PERSON, CORPORATION OR ENTITY MENTIONED IN THIS LICENSE APPLICATION, OR ANYONE WITH A BENEFICIAL INTEREST IN IT, HAD AN INTEREST IN A NEW JERSEY ALCOHOLIC BEVERAGE LICENSE WHICH WAS SURRENDERED, SUSPENDED OR HAD A PENALTY IMPOSED IN LIEU OF SUSPENSION, NOT RENEWED, REVOKED OR CANCELLED WITHIN THE 10 YEARS PRIOR TO THE DATE OF THIS APPLICATION? ____ Yes ____ No

IF THE ANSWER IS "YES," PROVIDE DETAILS OF EACH BELOW [Complete a separate Page 6 for each action]:

Name of Individual _____
Last Name First Name Middle Initial

DATE OF ACTION ____ / ____ / ____ DOCKET NO. _____

PENALTY WAS IMPOSED BY: _____
[Indicate whether by Division of ABC or identify Local Issuing Authority]

PENALTY CONSISTED OF:

____ FINED \$ _____ NOT RENEWED
[amount]
____ SUSPENDED _____ REVOKED ____ CANCELLED
(number of days)
____ OTHER [explain] _____

6.4 HAS THE APPLICANT OR ANY OTHER PERSON OR CORPORATION MENTIONED IN THIS LICENSE APPLICATION, OR ANYONE WITH A BENEFICIAL INTEREST IN THE BUSINESS UNDER LICENSE OR TO BE LICENSED, EVER BEEN CONVICTED OF A CRIMINAL OFFENSE? ____ Yes ____ No

A. IF THE ANSWER IS "YES," ANSWER THE FOLLOWING:

Name of Individual _____
Last Name First Name Middle Initial

Date of Birth ____ / ____ / ____ Conviction Date ____ / ____ / ____

State _____ Court of Jurisdiction _____

Description of offense (specific charge) _____

Disposition (fine, penalty, etc.) _____

Nature of interest in entity to be licensed _____

B. If applicable, provide the date the Director of the N.J. Division of Alcoholic Beverage Control issued an order approving or disapproving disqualification removal: ____ / ____ / _____. (No license may be issued without an order from the Director of the Division of Alcoholic Beverage Control determining no disqualification or removing disqualification.) (See R.S. 33:1-31.2 and N.J.A.C. 13:2-15.)

Provide Agency Docket No. :[NN]- _____

STATE ASSIGNED LICENSE NUMBER _____ - _____ - _____ - _____

ALL APPLICANTS OTHER THAN CLUB LICENSE ANSWER THE FOLLOWING

7.1 DOES THE APPLICANT, A MEMBER OF THE APPLICANT'S IMMEDIATE FAMILY (SPOUSE, CHILDREN, PARENTS, IN-LAWS OR SIBLINGS) OR ANY PERSON WITH A BENEFICIAL INTEREST IN THE SUBJECT LICENSE OF THIS APPLICATION, HAVE ANY INTEREST IN ANY OTHER NEW JERSEY ALCOHOLIC BEVERAGE LICENSE?

___ Yes ___ No

IF THE ANSWER IS "YES," COMPLETE THE FOLLOWING BY LISTING THE NEW JERSEY LIQUOR LICENSE TWELVE DIGIT NUMBER(S) AND THE NAME(S) OF THE PERSON(S) OR CORPORATION(S) WHO HOLD(S) SUCH INTEREST. USE ADDITIONAL PAGE(S) 7 AS NEEDED.

A. License Number _____ - _____ - _____ - _____

Name _____
(Last Name, First Name, Middle Initial or Corporate Name)

Relationship to Applicant _____

B. License Number _____ - _____ - _____ - _____

Name _____
(Last Name, First Name, Middle Initial or Corporate Name)

Relationship to Applicant _____

C. License Number _____ - _____ - _____ - _____

Name _____
(Last Name, First Name, Middle Initial or Corporate Name)

Relationship to Applicant _____

7.2 WOULD ANY PERSON OR CORPORATION NAMED IN THIS APPLICATION FAIL TO QUALIFY FOR OWNERSHIP OF THE LICENSE IF APPLYING AS AN INDIVIDUAL BECAUSE OF AGE, CRIMINAL CONVICTION OR PROHIBITED INTERESTS IN OTHER LICENSES?

___ Yes ___ No

IF THE ANSWER IS "YES," ANSWER THE FOLLOWING BY INSERTING THE NAME OF THE INDIVIDUAL OR CORPORATION AND THE SOCIAL SECURITY NUMBER AND DATE OF BIRTH, IF AN INDIVIDUAL. USE ADDITIONAL PAGE(S) 7 AS NEEDED.

Name _____
(Last Name, First Name, Middle Initial or Corporate Name)

Social Security Number _____ - _____ - _____ OR

NJ Sales Tax Certificate of Authority No. _____

Date of Birth _____ / _____ / _____

PLEASE TYPE OR PRINT ALL INFORMATION

STATE ASSIGNED LICENSE NUMBER _____ - _____ - _____ - _____

ALL APPLICANTS ANSWER THE FOLLOWING

- 9.1 DOES ANY INDIVIDUAL, PARTNERSHIP, CORPORATION OR ASSOCIATION OTHER THAN THE APPLICANT HAVE AN INTEREST DIRECTLY OR INDIRECTLY IN THE LICENSE APPLIED FOR OR IS THE STOCK OF ANY STOCKHOLDER HELD IN ESCROW OR PLEDGED IN ANY WAY? ____ Yes ____ No

IF THE ANSWER IS "YES," ANSWER THE FOLLOWING USING A SEPARATE PAGE 9 FOR EACH INDIVIDUAL OR CORPORATION OF INTEREST. ATTACH A SEPARATE PAGE OF EXPLANATION IF MORE SPACE IS NEEDED.

Name of Individual (Last Name First) or Corporation

(Last Name, First Name, Middle Initial or Corporate Name)

Social Security Number _____ - _____ - _____ OR

NJ Sales Tax Certificate of Authority Number _____

Street Address _____

Number Street Name

P.O. Box # _____ Municipality _____ State _____

Zip _____ - _____

Describe Nature of Interest _____

- 9.2 DOES ANY INDIVIDUAL, PARTNERSHIP, CORPORATION OR ASSOCIATION HOLD ANY CHATTEL MORTGAGE OR CONDITIONAL BILL OF SALE OR OTHER SECURITY INTEREST ON ANY FURNITURE, FIXTURES, GOODS OR EQUIPMENT TO BE USED IN CONNECTION WITH THE BUSINESS TO BE OPERATED UNDER THE LICENSE APPLIED FOR? ____ Yes ____ No

IF THE ANSWER IS "YES," ANSWER THE FOLLOWING USING A SEPARATE PAGE 9 FOR EACH INDIVIDUAL OR CORPORATION TO BE REPORTED. ATTACH A SEPARATE PAGE OF EXPLANATION IF MORE SPACE IS NEEDED.

Name of Individual (Last Name First) or Corporation

(Last Name, First Name, Middle Initial or Corporate Name)

Social Security Number _____ - _____ - _____ OR

NJ Sales Tax Certificate of Authority Number _____

Street Address _____

Number Street Name

P.O. Box # _____ Municipality _____ State _____

Zip _____ - _____

Describe Nature of Interest _____

- 9.3 HAS THE APPLICANT AGREED TO PERMIT ANYONE NOT HAVING AN OWNERSHIP INTEREST IN THE LICENSE TO RECEIVE OR AGREED TO PAY ANYONE (BY WAY OF RENT, SALARY OR OTHERWISE) ALL OR ANY PERCENTAGE OF THE GROSS RECEIPTS OR NET PROFIT OR INCOME DERIVED FROM THE BUSINESS TO BE CONDUCTED UNDER THE LICENSE APPLIED FOR? ____ Yes ____ No

IF THE ANSWER IS "YES," ANSWER THE FOLLOWING USING A SEPARATE PAGE 9 FOR EACH INDIVIDUAL OR CORPORATION TO BE REPORTED. ATTACH A SEPARATE PAGE OF EXPLANATION IF MORE SPACE IS NEEDED.

Name of Individual (Last Name First) or Corporation

Last Name First Name Middle Initial

Social Security Number _____ - _____ - _____ OR

NJ Sales Tax Certificate of Authority Number _____

Street Address _____

Number Street Name

P.O. Box # _____ Municipality _____ State _____

Zip _____ - _____

Describe Nature of Interest _____

APPLICANTS THAT ARE SOLE PROPRIETORS OR PARTNERSHIPS GO TO PAGE 10A. CORPORATIONS AND LIMITED LIABILITY COMPANIES COMPLETE PAGE 10.

STATE ASSIGNED LICENSE NUMBER _____ - _____ - _____ - _____

QUESTIONS TO BE ANSWERED BY CORPORATIONS AND LIMITED LIABILITY COMPANIES ONLY. ANY CORPORATION OR LIMITED LIABILITY COMPANY THAT IS REPORTED TO HAVE AN INTEREST IN THE BUSINESS TO BE LICENSED, WHETHER THE LICENSEE COMPANY, THE PARENT CORPORATION OF THE LICENSED COMPANY, HOLDING COMPANY OR OTHERWISE AFFILIATED IN THE CORPORATE CHAIN, MUST ANSWER THE FOLLOWING USING A SEPARATE PAGE 10 AND PAGE 10A FOR EACH CORPORATION. ANSWER QUESTIONS ON BOTH PAGE 10 AND PAGE 10A FOR EACH CORPORATION.

10.1 _____ Name _____ of _____ corporation

10.2 Street address of home office _____
Number Street Name

Municipality _____

State _____ Zip _____ - _____

10.3 NJ Sales Tax Certificate of Authority Number _____

10.4 IF CORPORATION ADDRESS IN NUMBER 10.2 ABOVE IS OUT OF STATE, REPORT BELOW THE ADDRESS OF ANY OFFICE LOCATION IN NEW JERSEY. INSERT N/A IF NONE.

Street Address _____
Number Street Name

Municipality _____ New Jersey

Zip _____ - _____

10.5 IS THE CORPORATION NOW AN EXISTING, VALID CORPORATION? ____ Yes ____ No

10.6 DATE CHARTERED OR INCORPORATED _____ / _____ / _____ STATE _____

10.7 _____ CERTIFICATE OF INCORPORATION NUMBER

10.8 IF NOT INCORPORATED UNDER THE LAWS OF NEW JERSEY, HAS THE CORPORATION RECEIVED AN AUTHORIZATION TO CONDUCT BUSINESS IN NEW JERSEY FROM THE NEW JERSEY OFFICE OF THE SECRETARY OF STATE? ____ Yes ____ No

10.9 HAS THE CORPORATION CHARTER EVER BEEN REVOKED BY THE OFFICE OF THE SECRETARY OF STATE IN NEW JERSEY? ____ Yes ____ No

IF THE ANSWER IS "YES," INSERT THE DATE OF REVOCATION, OR IF SUSPENDED, THE BEGINNING AND ENDING DATE OF THE SUSPENSION.

Date of revocation _____ / _____ / _____

Beginning date _____ / _____ / _____

Ending date _____ / _____ / _____

10.10 INSERT THE NAME AND ADDRESS OF THE REGISTERED OR AUTHORIZED AGENT IN NEW JERSEY UPON WHOM SERVICE OF PROCESS IN ANY PROCEEDINGS AGAINST THE APPLICANT, PURSUANT TO THE NEW JERSEY ALCOHOLIC BEVERAGE LAW, THE ALCOHOLIC BEVERAGE TAX LAW OR PROCEEDINGS IN A STATE OR U.S. DISTRICT COURT, MAY BE MADE.

Name _____
(Last Name, First Name, Middle Initial or Corporation)

Street Address _____
Number Street Name

Municipality _____ New Jersey

Zip _____ - _____ Telephone Number (_____) _____ - _____
Area Exchange Number

10.11 IF THE LICENSED COMPANY IS OWNED BY OTHER CORPORATION(S) OR IS IN A CORPORATE CHAIN, ATTACH A DIAGRAM DEPICTING THE CORPORATE RELATIONSHIPS AND THE PERCENTAGE OF STOCK INTEREST IN THE COMPANY TO BE LICENSED, OWNED BY OTHER CORPORATIONS OR OTHER NON-CORPORATE ENTITIES (INDIVIDUALS, PARTNERSHIPS, ASSOCIATIONS).

PLEASE TYPE OR PRINT ALL INFORMATION

STATE ASSIGNED LICENSE NUMBER _____ - _____ - _____ - _____

ALL APPLICANTS ANSWER THE FOLLOWING [ADD PAGES AS NECESSARY]

SOLE OWNERS AND PARTNERSHIPS: Complete this page in full.

LIMITED PARTNERSHIPS: All information about a general partner or partners of a limited partnership must be reported, whether the general partner is an individual or a corporation. A list of the names and addresses of all limited partners must be submitted as an attachment to this application with an identification of the percentage of each limited partner as it relates to total ownership of the business entity to be licensed.

CORPORATIONS: All corporation applicants or licensees and any corporation that has an ownership interest in the corporation under license or to be licensed must have been reported on Page 10. Information on this Page, 10A, will identify all officers, directors and stockholders holding one percent or more of the shares of the respective company. Club licenses must list names of officers and directors and attach a current membership list.

NAME OF CORPORATION OR CLUB COVERED BY THIS PAGE (COMPLETE ONLY IF APPLICANT OR STOCKHOLDER IS A CORPORATION OR PARTNERSHIP):

Name of individual (last name first), stockholder, partner, officer or director:

_____ Last Name First Name Middle Initial

Home Street Address _____ Number Street Name

P.O. Box # _____ Municipality _____ State _____

Zip _____ - _____

Social Security Number _____ - _____ - _____ Date of Birth _____ / _____ / _____

Home telephone number (_____) _____ - _____ Area Exchange Number

Office telephone number (_____) _____ - _____ Area Exchange Number

% of business owned or controlled _____ Number of shares _____

Check position that applies: _____ Sole owner _____ Partner _____ Stockholder
_____ President _____ Vice-President _____ Secretary _____ Treasurer _____ Director
_____ Trustee _____ Manager _____ Agent _____ Executor/Administrator _____ Receiver
_____ Beneficiary _____ Other (specify) _____

Name of individual (last name first), stockholder, partner, officer or director:

_____ Last Name First Name Middle Initial

Home Street Address _____ Number Street Name

P.O. Box # _____ Municipality _____ State _____

Zip _____ - _____

Social Security Number _____ - _____ - _____ Date of Birth _____ / _____ / _____

Home telephone number (_____) _____ - _____ Area Exchange Number

Office telephone number (_____) _____ - _____ Area Exchange Number

% of business owned or controlled _____ Number of shares _____

Check position that applies: _____ Sole owner _____ Partner _____ Stockholder
_____ President _____ Vice-President _____ Secretary _____ Treasurer _____ Director
_____ Trustee _____ Manager _____ Agent _____ Executor/Administrator _____ Receiver
_____ Beneficiary _____ Other (specify) _____

PLEASE TYPE OR PRINT ALL INFORMATION

STATE ASSIGNED LICENSE NUMBER _____ - _____ - _____ - _____

AFFIDAVIT

LICENSE PERIOD APPLIED FOR FROM _____ TO _____

DATE:

State of _____)
County of _____) SS:

As provided by law (R.S. 33:1-35),

(Check One)

- 1. The Individual Applicant
- 2. Members of the Partnership Applicant
- 3. _____ of _____
(President/Vice-President) (Corporation or Club Name)

consent(s) that the licensed premises and all portions of the building constituting the licensed premises, including all rooms, cellars, closets, out-buildings, passageways, vaults, yards, attics and every part of the structure of which the licensed premises are a part and all buildings used in connection therewith which are in his/her/their possession or under his/her/their control, may be inspected and searched without warrant at all hours by the Director of the Division of Alcoholic Beverage Control, his or her duly authorized deputies, inspectors or investigators and all other sworn law enforcement officers, and being duly sworn according to law, upon his/her/their oath(s), depose(s) and say(s) that he/she is (they are) the person(s) duly authorized to sign the application, that in instance of corporate ownership, the signator is authorized by corporate resolution to sign on behalf of the corporations; and that the contents of this application represent complete disclosure of the fact, and that the contents of this application are true.

(Signature of Individual Agent / Sole Proprietor)

(Corporations Only)
Attestation by Corporate Secretary

(Partnership Name)

(Signature of Partner)

Attest: _____
Corporate Name

(Signature of Partner)

Secretary _____
Signature By _____
(Signature of Corporate President or Vice President)

(Signature of Partner)

Affix Corporate Seal

(Signature of Partner)

Sworn to and subscribed before me
this _____ day of _____ 20 _____

AFFIDAVIT MUST BE SIGNED HERE -----> _____
BY DULY AUTHORIZED NOTARY PUBLIC OR AN ATTORNEY-AT-LAW OF NEW JERSEY (Signature of Officer Administering Oath)

(Printed Name of Officer Administering Oath)

(Title of Officer Administering Oath)

(Date of Expiration of Commission, if applicable)



CHRIS CHRISTIE
GOVERNOR

KIM GUADAGNO
LT. GOVERNOR

STATE OF NEW JERSEY
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF ALCOHOLIC BEVERAGE CONTROL
P.O. BOX 087
TRENTON, NJ 08625-0087
PHONE: (609) 984-2830 FAX: (609) 633-6078
WWW.NJ.GOV/OAG/ABC

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL

MICHAEL I. HALFACRE
DIRECTOR

DISCLOSURE POLICY

I. LICENSE APPLICANT LEVEL (The entity that will be licensed.)

- A. This level constitutes the primary interest in the applied-for license. All interest in the license must be accounted for on the license application, including all individuals holding 1% or more interest in the applicant if it is a corporation. Limited Liability Companies must disclose all members. Individuals named at this level are required to be fingerprinted, disclose and document the source of funds used to acquire their license interest and document their age. They may hold no other interest which would constitute a tied-house or two license limitation violation.
- B. If interest holders are not residents of the United States, they must execute affidavits certifying their qualifications and provide a record (or document lack of record) of their criminal background from their national law enforcement agency. If criminal background information is prepared in a language other than English, a certified English translation must be submitted.
- C. If the actual operation of a licensed business is delegated to an on-site manager (e.g., in the case of a national restaurant chain), the manager and any other individual who, through performance of their on-site duties act in the capacity of the licensee, must also be disclosed in the license application, fingerprinted and qualified as described in paragraph IA. These management responsibilities include the hiring and firing of employees, placing orders for alcoholic beverages and making business decisions concerning pricing or marketing.

II. LICENSE APPLICANT SHAREHOLDER LEVEL

- A. This level describes removed interests: those with direct or indirect interest in the license applicant. Shareholders of the license applicant, general or limited partners and LLC members who are closely held corporations, partnerships or LLC's in their own right and must be fully identified in the license application. Individuals disclosed at this level must execute an affidavit as to their age and qualifications. Individuals disclosed at this level who exercise significant direct control or influence over the operation of the license applicant, must be fingerprinted and qualified as described in paragraph IA.



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- B. The officers, directors and trustees of publicly traded corporations holding an interest in a license applicant must be disclosed in the license application, unless the Director or municipal issuing authority determines that an alternate form of disclosure is acceptable. Regardless of the format, individual disclosures must include all information required by the license application. Any individual disclosed at this level who exercises control or direct influence over the operation of the license applicant must be fingerprinted.
 - C. Individuals holding 10% or more of the stock of a publicly traded corporation which has an interest in a license applicant must be identified in the license application. The Director or municipal issuing authority may determine to accept appropriate Securities and Exchange Commission Reports or filings in support of the qualifications of such individuals.
 - D. Institutional investors (i.e., pension or stock funds), and interests held in trust must qualify through the trustee responsible for administration of the fund or trust. Trustees must be disclosed and execute affidavits as to their qualification.

III. SUBMISSION OF RECORDS IN SUPPORT OF APPLICATION

In addition to the business disclosure noted above, the Division of Alcoholic Beverage Control and municipal issuing authorities may require submission of any or all of the following records and documents in support of a license application. This information is to be submitted by the applicant as part of the qualifying investigation procedure. It will be maintained as confidential and will not be available for public review.

BUSINESS RECORDS:

Original letter of business intent-describing the proposed business and method of operation

Partnership Agreement

Limited Liability Company Notice of Formation and Operating Agreement

Corporate Certificate of Incorporation and all subsequent amendments

Proof of Fictitious or Trade Name registration

Certificate of New Jersey Business Authority (non-New Jersey applicants only)

Copies of all issued Stock Certificates (front and back), or most recent SEC Filing Statement containing shareholder information

Certificate of New Jersey Sales Tax Authority (if applicable)

Copy of all applicable TTB Permits issued to applicant

Copy of all other alcoholic beverage licenses issued to applicant by other States

FINANCIAL RECORDS:

Agreements of Sale for purchase of license, business and/or proposed premises

Mortgage or Loan Agreements and Promissory Notes, including any pledge or Escrow Agreement of Corporate Stock Shares

Business and personal Federal Income Tax returns for the past two years

Copies of business and personal checking and savings statements, canceled checks and bank deposit slips to document the funding of the license

BIDDER'S CHECKLIST

BID #: 0074-15

(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 the N.J. Business Registration Certificate for the bidder and any designated subcontractors	_____
<u>X</u>	EEO/Affirmative Action Compliance Notice	_____
<u>X</u>	References / List of previous and/or active relevant work	_____
<u>X</u>	Resume (Experience Statement)	_____
<u>X</u>	Disclosure of Energy Sector Investment Activities in Iran	_____

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 PARK SYSTEM 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 – SHARK RIVER GOLF COURSE
(MINIMUM BID OF \$4000.00 Annually For Years 1 and 2 of the contract)**

Concessionaire agrees to pay the Monmouth County Park System 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.

\$ _____ for the privilege of operating the Food and Beverage
Concession at Shark River Golf Course for Year 2 of the contract.

For a total lump sump amount for Years 1 and 2 \$ _____.

VARIANCE IF ANY: _____

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

CONCESSIONAIRE: _____

SIGNATURE _____

ADDRESS _____

FEDERAL TAX ID NO. OR SOCIAL SECURITY NO. _____

BUSINESS PHONE _____ FAX NO. _____

DATED: _____

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

Name of Business: _____

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

OR

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

Check the box that represents the type of business organization:

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

Stockholders:

Name:	Name:
Home Address:	Home Address:
<hr/>	
Name:	Name:
Home Address:	Home Address:
<hr/>	
Name:	Name:
Home Address:	Home Address:

(Signature)

(Print Name & Title)

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF _____

ss:

I, _____ of the City of _____

in the County of _____ and the State of _____

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

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon 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 _____
(Name of Contractor)

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

Subscribed and sworn to _____

(Also type or print name of affiant under signature)

before me this _____ day
of _____ 20____

Notary Public of My commission expires _____, 20____

OFFICIAL SEAL OR STAMP REQUIRED.

County of Monmouth, State of New Jersey
Division of Purchasing
DISCLOSURE OF ENERGY SECTOR INVESTMENT ACTIVITIES IN IRAN
New Jersey Public Law 2012, Chapter 25

Solicitation Number: _____ **Bidder / Respondent:** _____

Project Description: _____

PART 1 – CERTIFICATION – CHECK THE APPROPRIATE BOX:

A. I certify that neither the Bidder / Respondent nor any of the Bidder's / Respondent's parents, subsidiaries, or affiliates, as defined in C.52:32-56(e), is on the "Chapter 25 List" created and maintained by the New Jersey Department of the Treasury, as a person or entity engaging in the energy sector investment activities in Iran described in C.52:32-56(f). The Chapter 25 List may be found at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

OR

B. The Bidder / Respondent and/or one or more of its parents, subsidiaries or affiliates is a person or entity on the Chapter 25 List referred to above. A detailed and precise description of the relevant activities of the listed Bidder / Respondent and/or listed parents, subsidiaries or affiliates is provided in Part 2 below.

PART 2 – ADDITIONAL INFORMATION – COMPLETE PART 2 ONLY IF B. IN PART 1 IS CHECKED:

The following is an accurate and precise description of the energy sector investment activities in Iran of the Bidder / Respondent and/or listed parents, subsidiaries or affiliates, on the Chapter 25 List (attach additional pages as necessary to make full disclosure):

Name of Person(s) or Entity(ies) on the Chapter 25 List: _____

Relationship to Bidder / Respondent: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder / Respondent Contact Name: _____ Contact Phone Number: _____

Check here if additional pages are attached and state number of attached pages: _____ (Number of pages attached.)

CERTIFICATION FOR PART 1 AND, IF APPLICABLE, PART 2: I, being of full age, hereby certify that the foregoing information and any attachments hereto are to the best of my knowledge true and complete. I certify that I am authorized to execute this certification on behalf of the Respondent. I acknowledge that the County of Monmouth will rely on the information contained herein and thereby acknowledge that I and the Bidder / Respondent are under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers or information contained herein.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me is willfully false, I am subject to punishment and the Bidder / Respondent is subject to the penalties stated in C. 52:32-59 and C. 40A:11-2.1.

Full Name (Print) _____ Signature: _____

Title: _____ Date: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31, et seq. N.J.S.A. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- c. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.**, as amended and supplemented from time to time and the Americans with Disabilities Act.
- e. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**.

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

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 NAME: _____

TITLE: _____

DATE: _____