

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

**FOOD AND BEVERAGE CONCESSION AT
CHARLESTON SPRINGS GOLF COURSE**

BID NO: #0055-15

ADVERTISED: MONDAY, MAY 18, 2015

BIDS DUE: FRIDAY, MAY 29, 2015 AT 10:00 AM

TO APPEAR IN PAPER: MONDAY, MAY 18, 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 **FRIDAY, MAY 29, 2015** and then publicly read aloud for the following:

**1. FOOD AND BEVERAGE CONCESSION AT CHARLESTON SPRINGS
GOLF COURSE (BID #0055-15)**

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 P.O. BOX 252 TRENTON, N.J. 08646-0252</small>
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
 Acting Director New Jersey Division of Revenue		
<small>FORM-BBC(05-01) This certificate is not valid unless accompanied by the seal of the 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**

GENERAL SPECIFICATIONS

INTENT:

It is the intent of this specification to describe and govern the **FOOD AND BEVERAGE CONCESSION AT CHARLESTON SPRINGS GOLF COURSE (BID #0055-15)** 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 it's 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 CHARLESTON SPRINGS
GOLF COURSE**

The Monmouth County Park System is seeking proposals from qualified Licensees interested in operating the food and beverage concessions at Charleston Springs Golf Course. The intent of this bid is to seek out Licensees 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 three years commencing upon the award of the bid in 2015, with two one-year extensions at the sole discretion of the Monmouth County Park System and the Monmouth County Board of Recreation Commissioners.

**PROPOSAL 1
CHARLESTON SPRINGS GOLF COURSE
FOOD AND BEVERAGE CONCESSION**

SCOPE:

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

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

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

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

Total rounds of golf played at Charleston Springs Golf Course:

- ◆ 2012 – 52,423
- ◆ 2013 – 50,008
- ◆ 2014 – 49,893

CHARLESTON SPRINGS 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 luncheonette 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. Luncheonette shall be operated solely for the purpose of serving breakfast lunch, and snack type meals during the periods when the golf course is open to the public.
- E. All Park Rules and Regulations regarding the use of park property shall be observed and enforced at all times.
- F. The privilege of installing and operating coin-operated beverage and snack vending machines located in the clubhouse 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 the beginning of the lease period 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 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 Charleston Springs 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 grill room lounge area and the patio adjacent to the grill room. 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 grill room 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 Luncheonette Food and Beverage service solely at Charleston Springs Golf Course, Building #2514 Clubhouse, and furthermore, confined only to the rooms and area shown on attached floor plan. The two (2) Mobile Food and Beverage Carts shall have access to the 18-hole North course and the 18-hole South course at Charleston Springs Golf Course and the short game area and warm-up/teaching range. Access will be restricted to the paved continuous cart paths on both courses.

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 a (One (1) Season Lease) from Contract Award Date through December 31, 2015 (with an option to extend for two, 1-year extensions (2016 and 2017) subject to and in compliance with the terms and conditions of this agreement. Facility will be made available to the Concessionaire on or about March 11 of the contract year and must be vacated by January 11 of the following year.

OPERATING:

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

LUNCHEONETTE GENERAL REQUIREMENTS:

1. The luncheonette shall be of the type that will make available for sale short order breakfast and lunch menu items specifically designed to meet the needs and demand of the golfing public.
2. The Concessionaire agrees to post in the luncheonette, and in a conspicuous place where it may be easily seen and read by the public, an approved list of all articles sold therein with the price of each and every article.
3. All food/beverage served in the luncheonette or by the mobile food carts shall be served on disposable heavy-duty paper products. No Styrofoam or plastic cups, plates, bowls and serving trays may be used in the serving of food and drink items.

No glass bottles may be sold either through vending machine, over the counter sales and food & beverage cart.

4. Golfers and guests will utilize the patio as an outdoor eating area. Concessionaire shall be responsible for the constant upkeep and cleaning of the patio. Tables and chairs on the patio will be available whenever the golf course is open.
5. The Concessionaire shall provide constant upkeep and cleaning of the luncheonette, dining area, and patio eating areas to include but not be limited to: "Regular, constant and on-demand bussing and cleaning of all tables, etc. Cleaning to include the removal of food and paper products, wiping down of all tables and chairs, sweeping, vacuuming, and mopping of floors as required by use and demand, and regular attention to all trash, litter, and cigarette receptacles."

FOOD AND BEVERAGE CART(S)

GENERAL REQUIREMENTS:

1. The Monmouth County Park System shall provide two (2) gasoline powered Mobile Food and Beverage Carts, (herein referred to as Cart(s)).
2. The Cart(s) 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(s) 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 Charleston Springs Golf Course will be responsible for the fueling and routine maintenance of the Cart(s). 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(s) in a timely fashion. The Concessionaire will be responsible for any damage to the Cart(s) due to accident or abuse by the operator.
5. Should the Cart(s) be out of service the Monmouth County Park System will make every effort to provide an alternate Cart(s) of their choosing to act as a temporary Cart(s) until repairs have been made.
6. The Concessionaire shall provide constant upkeep and cleaning of the Cart(s). The Charleston Springs Golf Course staff will store Cart(s). The Cart(s) shall be returned to the golf staff at the end of each workday. The Cart(s) must be returned free of all trash and food and beverage items. The Cart(s) must be rinsed off on a daily basis by the Concessionaire.
7. The Cart(s) must remain on the paved cart paths at all times. Under no circumstances will the Cart(s) be allowed on the turf at either on golf course.

8. Dates and Hours of Operation: The Cart(s) must be on the courses no later than two hours after the first tee time and remain on the courses until the last tee off time (copy of 2015 Tee Off Times attached). NOTE: This schedule is subject to change at any time at the discretion of the Park System during the length of the contract. Beginning April 1, through May 15 the concession carts must be on the courses Friday, Saturday and Sundays. From May 16 through Labor Day the Cart(s) must be on the courses seven days a week. From the day after Labor Day through December 1 the concession carts revert back to the Friday, Saturday and Sunday schedule.

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

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

9. The Concessionaire shall provide at his/her own expense, all permits and licenses necessary to operate the Cart(s).
10. The Concessionaire may make no alterations to the Cart(s) 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 luncheonette 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.

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 area, 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 area that is 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.

The Park System will solicit prices from the golf course Luncheonette Food and Beverage Concession 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 and will 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:

Luncheonette Hours

Opening and Closing Time

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

MENU PRICING:

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

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 immediately when any key is lost.
2. For broken keys, please keep all parts and return to Superintendent of Golf
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 Superintendent of Golf. Upon expiration of the contract, all keys shall be immediately surrendered to the Superintendent of Golf.

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 Clubhouse 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(s) are required to have a cell phone in their possession at all times and must provide the Superintendent of Golf 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 Mike Janoski, 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 Charleston Springs 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 luncheonette. 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 one (2) automatic suppression system fully charged prior to the beginning of operation. (One) System located over the grill in the over-the-counter food sales area and (one) system located above the range in the prep room.

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 Superintendent of Golf 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 luncheonette 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 in place and listed within the attached equipment list. The Park System retains all right, title, and interest in all equipment listed.

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: Stephanie Weise, Purchasing Agent, Purchasing Agent
- C: The bid submitted shall be for a One (1) year period on an annual fixed fee basis, with an option to extend two additional 1-year extensions.
- 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 - \$8,000.00**
 - 2. Minimum Annual Rent for Years 2 and 3 - \$10,000.00 each year**
- 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 and Third Year Extensions
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

Count 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.

Contact Person

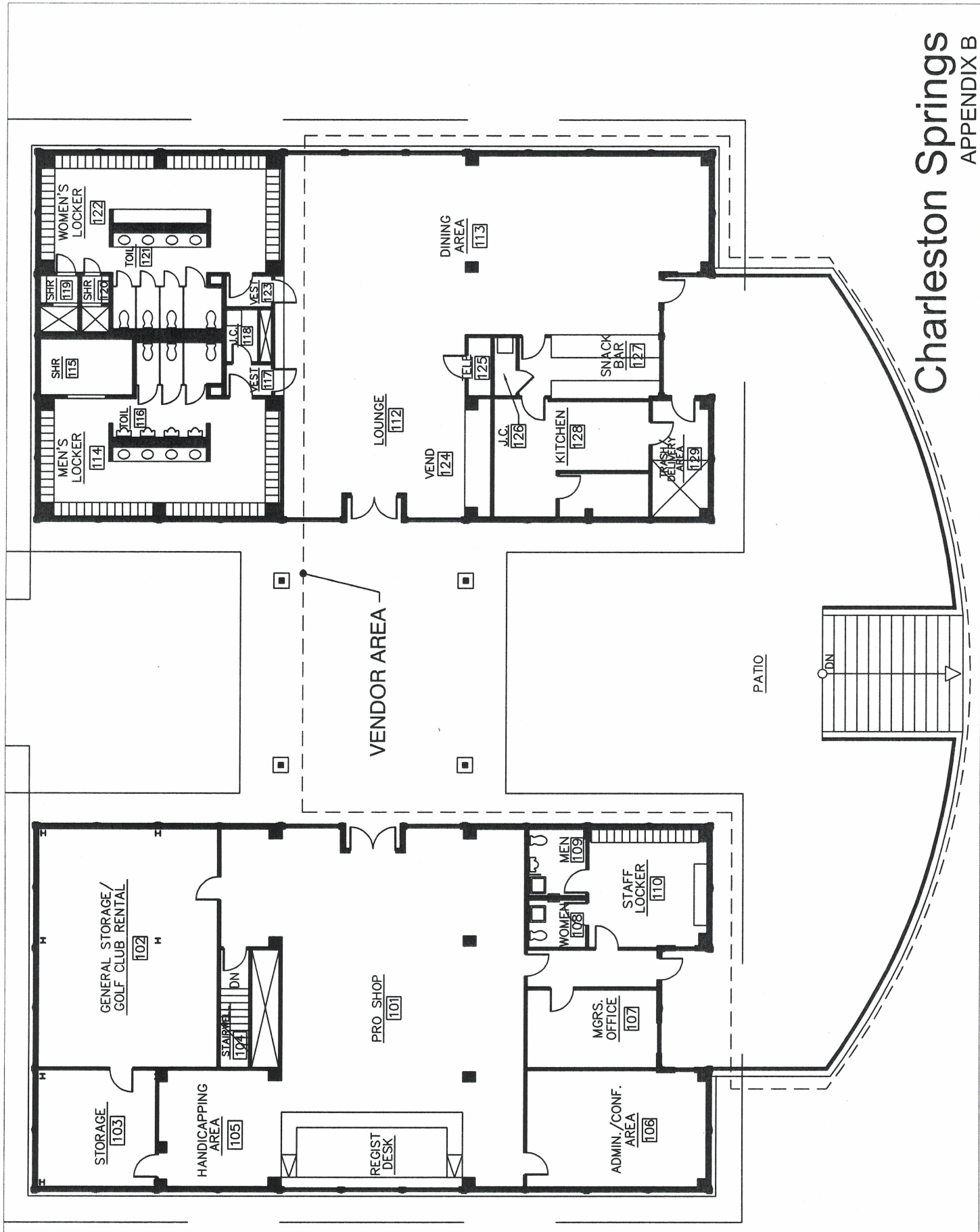
Questions regarding these specifications are to be directed to Mike Janoski, Superintendent of Golf at (732) 462-9224, Ext. 2# or Stephanie Weise, Purchasing Agent at (732) 842-4000, Ext. 4330.

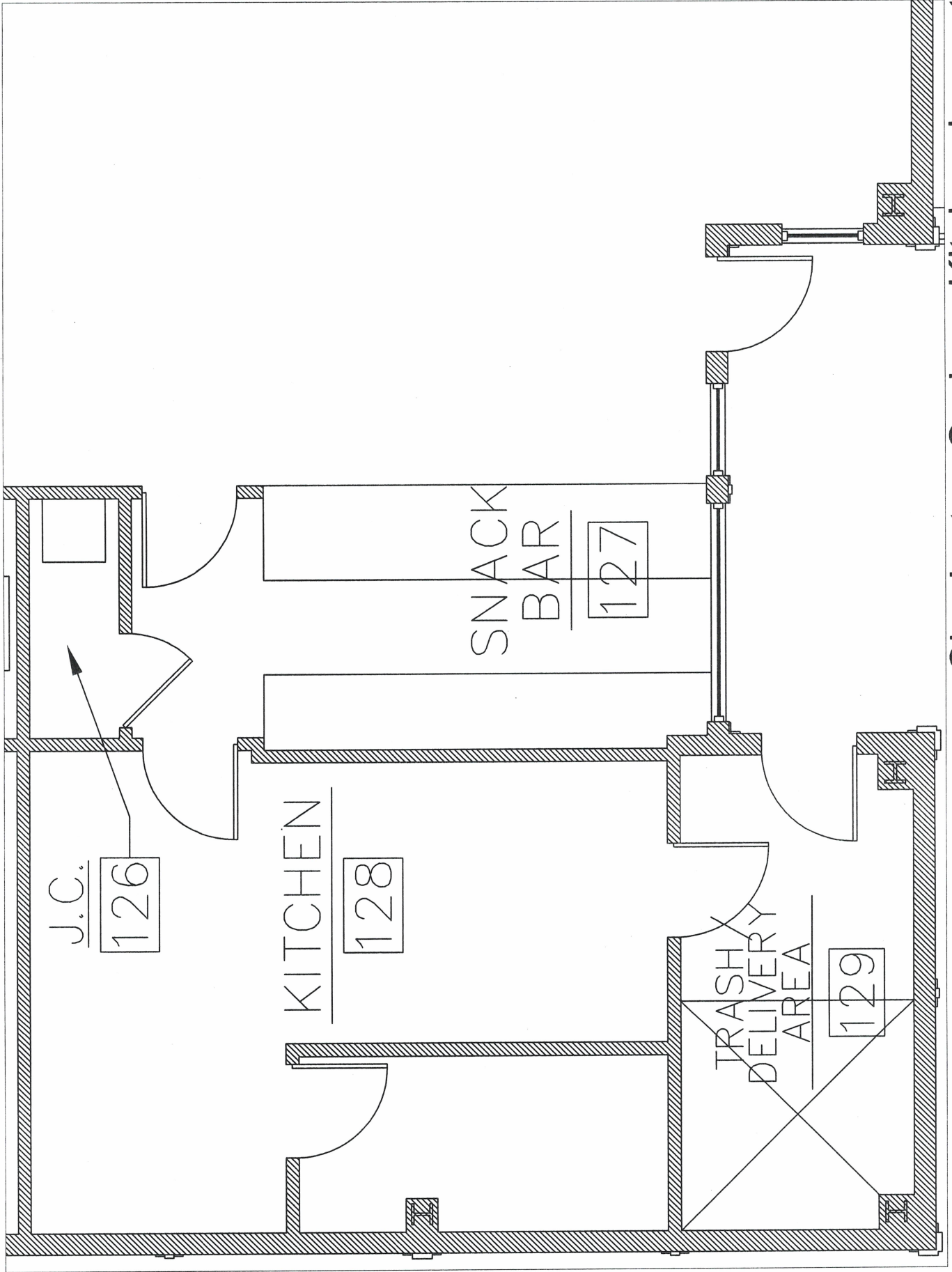
CHARLESTON SPRINGS GOLF COURSE EQUIPMENT LIST

KITCHEN EQUIPMENT

<u>ITEM NO.</u>	<u>DESCRIPTION</u>
1 - 2	SHELVING
1 - 4	MOBILE SLICER STAND
1 - 5	REACH IN FREEZER
1 - 6	REACH IN REFRIGERATOR
1 - 7	ICE MACHINE
1 - 7A	ICE BIN
1 - 10	FIRE PROTECTION SYSTEM
1 - 12	(4) BURNER RANGE WITH OVEN
1 - 13	WORK TABLE & TOOL DRAWER
1 - 14	TOWEL DISPENSER
1 - 15	DOUBLE OVEN HELVES
1 - 16	(3) COMPARTMENT SINK
1 - 17	OVEN SHELF WITH POT RACK
1 - 18	GREASE TRAP
1 - 22	MOBILE ICE BIN
1 - 23	CARBONATOR
1 - 26	ICE MACHINE
2 - 1	UTILITY STAND/SINK
2 - 2	SOAP AND TOWEL DISPENSER
2 - 3	SANDWICH UNIT WITH REFRIGERATOR BASE
2 - 4	COMPRESSOR HOUSING WITH BREAD DRAWER
2 - 5	GRIDDLE
2 - 6	FRYER (2) WELLS
2 - 7	REFRIGERATED EQUIPMENT STAND/DRAWERS
2 - 8	UP DRAFT EXHAUST HOOD
2 - 10	DROP IN BEVERAGE DISPENSOR WITH ICE BIN

(2) MOBILE FOOD CART





Charleston Springs Kitchen Layout
APPENDIX B

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.

BIDDER'S CHECKLIST

BID #: 0055-15

(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 | _____ |
| _____ | Acknowledgement of Addenda or Revisions (if any) | _____ |
| <u> X </u> | Bid Bond (or Cashier's Check – 10% of bid proposal) | _____ |
| <u> X </u> | Management Questionnaire | _____ |

**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 | _____ |
| _____ | Resume(s) | _____ |
| <u> X </u> | Disclosure of Energy Sector Investment Activities in Iran | _____ |
| <u> X </u> | Certificate of Insurance | _____ |

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 CHARLESTON SPRINGS GOLF COURSE
MILLSTONE 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 – CHARLESTON SPRINGS GOLF COURSE
(MINIMUM BID OF \$8000.00 Annually For Year 1 and \$10,000 Annually for Years
2 and 3 of the contract)**

Concessionaire agrees to pay the Monmouth County Park System the annual sums of:

\$ _____ for the privilege of operating the Food Concession, Snack Bar Facility at Charleston Springs Golf Course and two (2) Mobile Food and Beverage Concession Carts Contract for Year 1 of the contract.

\$ _____ for the privilege of operating the Food Concession, Snack Bar Facility at Charleston Springs Golf Course and two (2) Mobile Food and Beverage Concession Carts Contract for Year 2 of the contract.

\$ _____ for the privilege of operating the Food Concession, Snack Bar Facility at Charleston Springs Golf Course and two (2) Mobile Food and Beverage Concession Carts Contract for Year 3 of the contract.

For a total lump sump amount for Years 1, 2, and 3 of \$ _____.

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: _____

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

1. CHARLESTON SPRINGS GOLF COURSE

YEAR 1 GROSS RECEIPTS \$ _____

YEAR 2 GROSS RECEIPTS \$ _____

YEAR 3 GROSS RECEIPTS \$ _____

TOTAL \$ _____

FINANCIAL STATEMENT

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

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.

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:

Name:	Name:
Home Address:	Home Address:

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: _____