

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

**FOOD CONCESSION AT CHARLESTON SPRINGS GOLF COURSE, HOMINY HILL
GOLF COURSE, HOWELL PARK GOLF COURSE, SEVEN PRESIDENTS
OCEANFRONT PARK, AND DORBROOK RECREATION AREA**

BID NO: #0007-14

ADVERTISED: WEDNESDAY, NOVEMBER 20, 2013

BIDS DUE: TUESDAY, DECEMBER 10, 2013 at 10:00 AM

TO APPEAR IN PAPER: WEDNESDAY, NOVEMBER 20, 2013

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, DECEMBER 10, 2013** and then publicly read aloud for the following:

1. FOOD CONCESSION AT CHARLESTON SPRINGS GOLF COURSE, HOMINY HILL GOLF COURSE, HOWELL PARK GOLF COURSE, SEVEN PRESIDENTS OCEANFRONT PARK, AND DORNBROOK RECREATION AREA (BID #0007-14)

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.

Edward J. Loud, 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 212 TRENTON, N.J. 08646-0112</small>
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
		 Acting Director New Jersey Division of Revenue
<small>FCRM-DBR(73-01) This Certificate is not valid for investment. It must be conspicuously displayed at all times.</small>		

17. Any proposal not meeting the requirements set forth herein may be rejected.

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 CONCESSION AT CHARLESTON SPRINGS GOLF COURSE, HOMINY HILL GOLF COURSE, HOWELL PARK GOLF COURSE, SEVEN PRESIDENTS OCEANFRONT PARK, AND DORNBROOK RECREATION AREA (BID #0007-14)** 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 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: _____
Edward J. Loud, Chairman

BY: _____

ATTEST:

ATTEST:

James J. Truncer
Secretary-Director

DATE: _____

DATE: _____

PROPOSAL 1
CHARLESTON SPRINGS GOLF COURSE
FOOD 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:

- ◆ 2010 – 54,899
- ◆ 2011 – 47,843
- ◆ 2012 – 52,423

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, 2014 (with an option to extend for one (1) additional year - December 31, 2015).

In the event that the Park System elects to leave the Golf Course open after December 31, 2014, 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.

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, APPENDIX B. 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 March 15, 2014 through December 31, 2014 (with an option to extend for One (1) additional year (2015) 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, 2014 and must be vacated by January 11, 2015.

OPERATING:

Luncheonette to be open for service seven days a week beginning April 1, 2014 (April 1, 2015). Luncheonette must remain open until December 2, 2014 (December 1, 2015).

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 Concession Contract Coordinator 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 Concession Contract Coordinator 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 2013 Tee Off Times attached, APPENDIX C, 2014 Tee Off Times will be distributed to the Concessionaire when available. 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, 2014 (April 1, 2015) through May 20, 2014 (May 19, 2015) the concession carts must be on the courses Friday, Saturday and Sundays. From May 21, 2014 (May 20, 2015) 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.

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.

MANDATORY BUSINESS REGISTRATION CERTIFICATE

N.J.S.A. 52:32-44 imposes the following requirements on contractor and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

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

Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at:

<http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>

INSURANCE REQUIREMENTS:

- A. Workmen's Compensation and Employer's Liability Insurance shall be maintained, in force during the life of this contract, by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute.
- B. General Liability and Product Liability Insurance with limits of not less than \$1,000,000.00 any one accident for bodily injury and \$1,000,000.00 aggregate for property damage, shall be maintained in force during the life of this Contract by the bidder. The policy shall include Bidder's Protective Liability Insurance (also known as Contingent Liability Insurance) with the same limits. In the event more than one insured is named in the policy, a cross-liability endorsement shall be included which provides that the employees of each of the named insured are not excluded under the policy as respect to claims that are made against other insured. Furthermore, Concessionaire shall provide an endorsement for Fire Legal Liability in an amount not less than \$500,000.00.
- C. Automobile Liability Insurance covering bidder for Claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$1,000,000.00 each accident for property damage, shall be maintained in force during the life of this Contract by the bidder.
- D. Property Insurance named Peril/Extended Coverage Include burglary, fire, and vandalism and malicious mischief for County owned contents used; or in the care, custody and control of the lessee with a deductible of not more than \$500.00. The lessee will name the lessor as loss payee on the policy and the policy limit will not be less than \$30,000.00.

Coverage will be obtained on a replacement cost basis.

- E. **Special Note: The County of Monmouth, Monmouth County Board of Recreation Commissioners, and their respective officers, servants and agents must be named as additional insured on all policies set forth above, except Workmen's Compensation.**
- F. Certificate of Insurance of the required Insurance as listed above shall be submitted to the Monmouth County Park System. Such coverage shall be with acceptable insurance companies only. At time of bid, for all current nonexistent insurance policies, a letter of insurability from bidders current insurance carrier shall be submitted.

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.

ALCOHOLIC BEVERAGES:

Sale of alcohol will not be permitted.

The Monmouth County Park System reserves the right to dispense beer and alcohol at any approved function.

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

A. Opening Time

Luncheonette must be open and ready for serving of meals a minimum of one half hour prior to the first tee off time. The opening hours of the golf course will fluctuate between 6:00 AM and 8:00 AM seasonally. Park System will provide exact schedule of hours before that start of the season.

B. Closing Time

Luncheonette shall close daily no earlier than 4:00 PM. Concessionaire may choose to stay open longer but in no instance may the luncheonette remain open past 5:00 PM. Luncheonette must be closed and all maintenance activities completed a minimum of one hour before the clubhouse is to be locked and alarmed for the evening.

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 Concession Contract Coordinator 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 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 Concession Contract Coordinator immediately when any key is lost.
2. For broken keys, please keep all parts and return to concession Coordinator.
3. Cost of Lost Key Replacement:

- 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 Concession Contract Coordinator. Upon expiration of the contract, all keys shall be immediately surrendered to the Concession Contract Coordinator.

Under no circumstances shall any locks other than 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 Concession Contract Coordinator with the number at the beginning of the contract period.

SIGNS:

Exterior - No signs shall be erected or installed on the exterior of the building or on the golf course grounds.

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 Concession Contract Coordinator'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 Concession Contract Coordinator 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 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 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 to 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 included on APPENDIX A. The Park System retains all right, title, and interest in all equipment listed on Appendix A.

For all equipment on APPENDIX A 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 APPENDIX A 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 APPENDIX A 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 Completed Management Questionnaire, APPENDIX D.

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, Concession Contract Coordinator
- 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 (2015).
- D: The Park System has established a minimum annual fixed rent for the facility according to the following schedule:

1. Minimum Annual Rent - \$12,000.00

- 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 2014.

Second Year
Concessionaire will be required to make a 10% down payment of the amount of the second year bid on or before February 1, 2015. The remaining amount due to be paid in three equal payments on or before the first of each month of July, August and September 2015.
- 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.

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 Stephanie Weise, Purchasing Agent, Concession Contract Coordinator at (732) 842-4000, Ext. 4330.

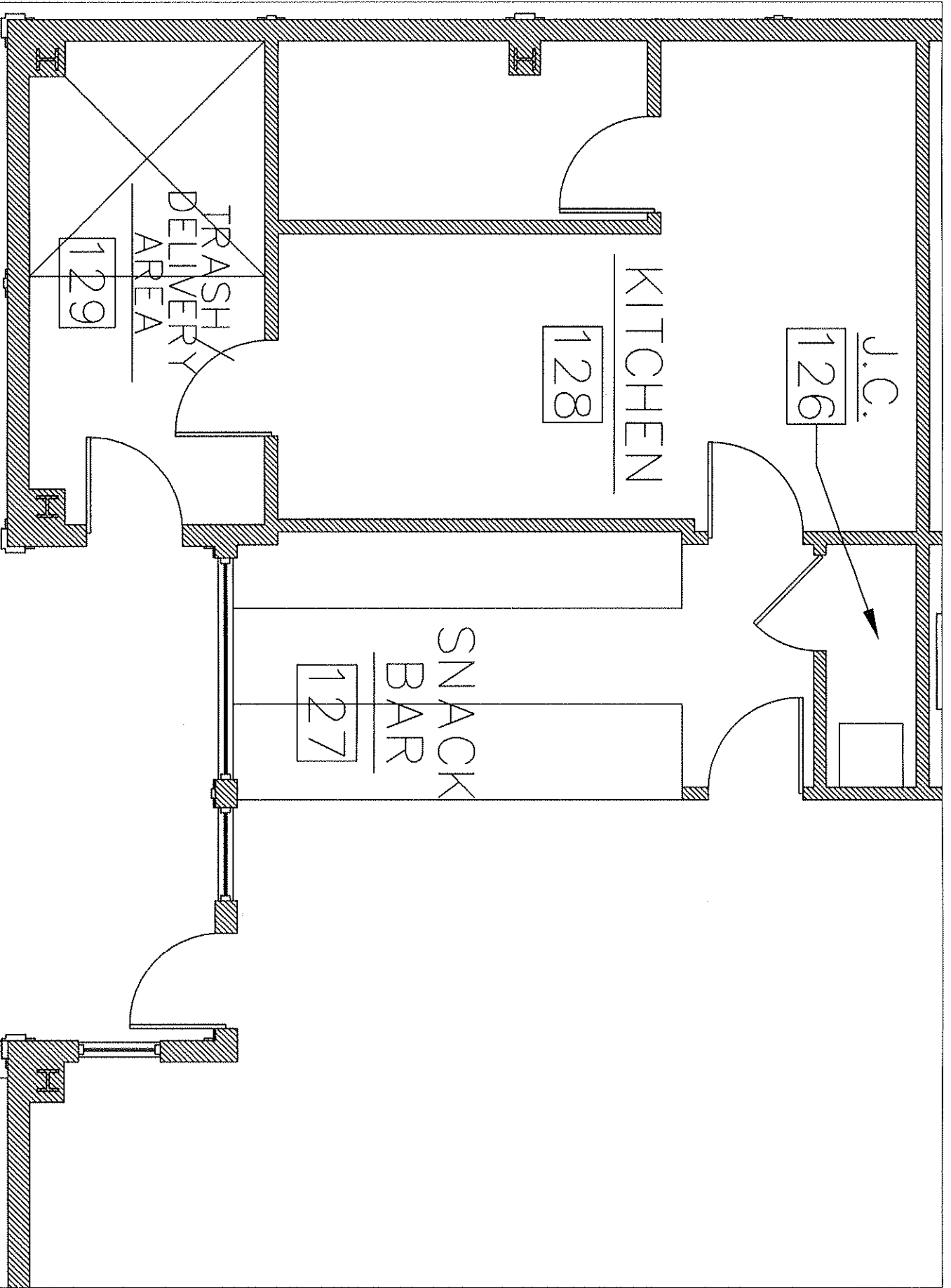
APPENDIX A

CHARLESTON SPRINGS GOLF COURSE

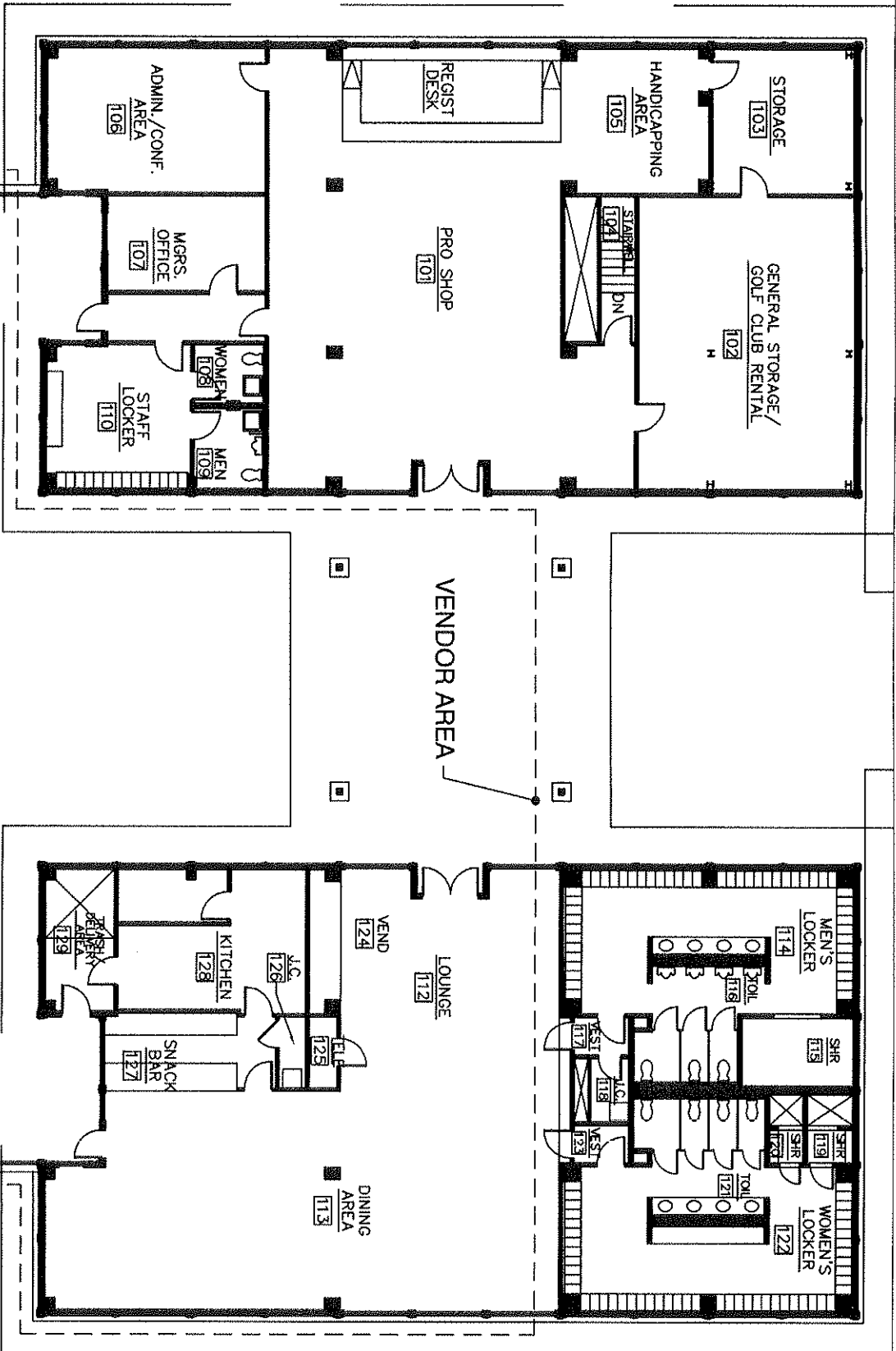
KITCHEN EQUIPMENT

<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

(1 or 2) **MOBILE FOOD CART**



Charleston Springs Kitchen Layout



Charleston Springs

APPENDIX B

**PROPOSAL 2
HOMINY HILL GOLF COURSE
FOOD CONCESSION**

SCOPE:

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

Hominy Hill Golf Course is located in Colts Neck Township on Route 537 West, approximately 1 mile south of the town of Farmingdale.

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

Hominy Hill Golf Course is serviced by one (1) centralized clubhouse. The food concession being bid is for a Mobile Food and Beverage Concession Cart (only). Preparation area and storage area located within the Clubhouse building.

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

Total rounds of golf played at Hominy Hill Golf Course:

- ◆ 2010 – 30,405
- ◆ 2011 – 33,450
- ◆ 2012 – 36,071

HOMINY HILL GOLF COURSE:

- A. The quality of food, its preparation and service 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 Mobile Food and Beverage Concession Cart preparation operations will be confined solely to the golf course and the building and rooms locations outlined in these specifications.
- D. Mobile Food and Beverage Concession Cart shall be operated solely for the purpose of serving food, beverage and snack type items to the daily fee golfers.
- 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 drinks and snack vending machines is included in the terms of this concession contract. Vendor will be required to install (1) beverage machine, to include soda, juice, bottled water and sports drinks, energy drinks excluded, 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 hours the golf course is open to the public. Vending machines must be serviced on a regular basis.

Vending shall be available to the public from the beginning of the lease period until December 31, 2014 (December 31, 2015).

In the event that the Park System elects to leave the Golf Course open after December 31, 2014, 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 contractor must provide a workable system for refunding money to individual customers who insert money in a vending machine and receive no product in return or receive an expired product.) The Concessionaire must post basic instructions for refunds and/or reporting of malfunctions on each vending machine.

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

LICENSES/PERMITS:

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

LOCATION OF CONCESSION AREA:

The Concession Contract will be for the operation of the Mobile Food and Beverage Concession Cart at Hominy Hill Golf Course, Mercer Road, Colts Neck, NJ. Included for use by the Concessionaire, as a storage and preparation area only in the rooms located in Building #1303 Clubhouse formerly used as the snack bar and storage area.

PARKING/DELIVERIES:

The Concessionaire may use service entrances only for the purpose of receiving supplies. Concessionaire and their employees must park their vehicles in the same area designated for park visitors.

CONTRACT PERIOD:

The term of the contract shall be a (One (1) Season Lease) from March 15, 2014 through December 31, 2014, with an option to extend for One (1) additional year (2015) 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, 2014 and the premises must be vacated no later than January 11, 2015.

DATES AND HOURS OF OPERATION:

During the period of April 1, 2014 (April 1, 2015) through December 1, 2014 (December 1, 2015) the Mobile Food and Beverage Concession Cart must be on the course seven days a week, serving the golfers. Hours of operation to be no later than two hours after the first tee time and remain on the course to at least the last scheduled tee off time. The Concessionaire may at his own discretion choose to increase the hours beyond the minimum required.

It is the responsibility of the Concessionaire to contact the golf course manager regarding weather related openings or course closings. On a daily basis the golf course manager is the only individual that can authorize a reduction in hours of the Concessionaire.

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 provide cart service without prior approval from the Concession Contract Coordinator 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 Hominy Hill Golf Center. At the beginning of the contract period, the Concessionaire is required to meet with the Concession Contract Coordinator and the Golf Course Manager to discuss this procedure along with uniform compliance.

FOOD & BEVERAGE CART GENERAL REQUIREMENTS:

1. The Monmouth County Park System shall provide a minimum of one gasoline powered Mobile Food and Beverage Concession Cart.
2. The cart shall be equipped with the following options:
 - a. Canopy top
 - b. High-impact tinted windshield
 - c. Portable refreshment center (holds approximately 19-20 ounce bottles with ice) (no glass)
 - d. Shack/Food Storage Display Cabinets

3. Anyone operating the Mobile Food and Beverage Concession Cart must possess a valid New Jersey automobile operator's license and must provide proof of same to the Monmouth County Park System.
4. The staff of Hominy Hill Golf Course will be responsible for the fueling and routine maintenance of the Mobile Food and Beverage Concession 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 carts in a timely fashion. The Concessionaire will be responsible for any damage to the cart(s) due to accident or abuse by the operator.
4. Should the Mobile Food and Beverage Concession Cart be out of service the Monmouth County Park System will make every effort to provide an alternate cart of their choosing to act as a temporary food and beverage cart until repairs have been made.
5. The Concessionaire shall provide constant upkeep and cleaning of the Mobile Food and Beverage Concession Cart. The Hominy Hill Golf Course staff will store the cart(s). The cart(s) shall be returned to the golf staff at the end of each workday. The cart(s) must be returned free of all trash and food and beverage items. The cart(s) must be rinsed off on a daily basis by the Concessionaire.
6. The Mobile Food and Beverage Concession Cart must remain on the paved cart paths at all times. Under no circumstances will the cart be allowed on the turf.
7. If required by the township, the Concessionaire shall be required to obtain all necessary permits and licenses to operate the Mobile Food and Beverage Concession Cart.
8. The Concessionaire may make no alterations to the Mobile Food and Beverage Concession Cart without the written permission of the Golf Center manager. This includes but is not limited too: signs, mechanical alterations, and or additional equipment.
9. The Concessionaire is responsible to report any incident or damage sustained while operating the Mobile Food and Beverage Concession Cart. The Concessionaire is responsible for repair and all damaged property and bodily injury covered by the cart operator.

BIDDERS QUALIFICATIONS AND EXPERIENCE:

Bidder must demonstrate that he/she possesses the ability to operate the Food Service operation as specified. In order to qualify, the prospective bidder must have at least three years of supervisory and management experience in the operation of a food service operation.

MANDATORY BUSINESS REGISTRATION CERTIFICATE GOODS AND SERVICES

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (*N.J.S.A.* 54:32B-1 *et seq.*) on all sales of tangible personal property delivered into this State.

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

Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at:

<http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>

INSURANCE REQUIREMENTS:

The bidder shall procure and maintain:

- A. Workmen's Compensation and Employer's Liability Insurance shall be maintained, in force during the life of this contract, by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute.
- B. General Liability and Product Liability Insurance with limits of not less than \$1,000,000.00 any one accident for bodily injury and \$1,000,000.00 aggregate for property damage, shall be maintained in force during the life of this Contract by the bidder. The policy shall include Bidder's Protective Liability Insurance (also known as Contingent Liability Insurance) with the same limits. In the event more than one insured is named in the policy, a cross-liability endorsement shall be included which provides that the employees of each of the named insured are not excluded under the policy as respect to claims that are made against other insured. Furthermore, Concessionaire shall provide an endorsement for Fire Legal Liability in an amount not less than \$500,000.00.
- F. Automobile Liability Insurance covering bidder for Claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$1,000,000.00 each accident for property damage, shall be maintained in force during the life of this Contract by the bidder.

- G. Property Insurance named Peril/Extended Coverage Include burglary, fire, and vandalism and malicious mischief for County owned contents used; or in the care, custody and control of the lessee with a deductible of not more than \$500.00. The lessee will name the lessor as loss payee on the policy and the policy limit will not be less than \$30,000.00.

Coverage will be obtained on a replacement cost basis.

- E. **Special Note: The County of Monmouth, Monmouth County Board of Recreation Commissioners, and their respective officers, servants and agents must be named as additional insured on all policies set forth above, except Workmen's Compensation.**
- F. Certificate of Insurance of the required Insurance as listed above shall be submitted to the Monmouth County Park System. Such coverage shall be with acceptable insurance companies only. At time of bid, for all current nonexistent insurance policies, a letter of insurability from bidders current insurance carrier shall be submitted.

SAVE HARMLESS PROVISION:

The Concessionaire shall be 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 Lessee, his employees or his agents under this Concession Agreement or resulting from the nonperformance by the Lessee, or under this terms-agreement, or any of the covenants and provisions of this Agreement herein before ore herein after 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 Lessee's personnel or contracted by the Lessee; and the Lessee 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.

OUT SIDE CATERERS:

The Park System reserves the right to utilize the services of its Outside caterer for providing food for Park System events held at the golf course.

The Park System will solicit prices from the golf course Concessionaire for providing box lunch type meals for Park System programs such as Club Championship and Match Play Championships.

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, 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 preparation area, with reasonable wear and tear expected. It is understood that the Concessionaire is fully responsible for the maintenance/cleanliness of the preparation and storage area which 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 the 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 employee 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, 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.

The Park System and its agents or representatives shall the right to enter into and upon the leased premises or any part thereof at all responsible hours for the purpose of examining and inspection.

LICENSES AND PERMITS:

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

ALCOHOLIC BEVERAGES:

Sale of alcohol will not be permitted. The Monmouth County Park System reserves the right to dispense beer or alcohol at any Park System sponsored function.

TOBACCO PRODUCTS:

Sales of cigarettes, cigars, or sale of any other tobacco products will not be allowed.

LOCAL AND STATE HEALTH:

All food and food preparation facilities and equipment shall meet State and Local Codes and be in accordance with Chapter 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.

TAXES:

All taxes and assessment, confirmed or unconfirmed, if any, arising out of the use and occupancy of the premises hereunder, shall be paid by the Concessionaire. The Park System makes no representations regarding any such taxes or the tax status of this property.

COURSE CLOSING FOR SCHEDULED OUTINGS, SCHEDULED MAINTENANCE FUNCTIONS AND EXTREME WEATHER

NOTE: 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.

At Hominy Hill Golf Course the Concessionaire will be required to be open and provide Mobile Food and Beverage Concession Cart service for the scheduled tournaments and events.

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) Hominy Hill 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/UNIFORM:

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 Concession Contract Coordinator 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 for the modular food cart.

MENU PRICING:

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

GENERAL FOOD SPECIFICATIONS:

Concessionaire shall serve only top quality grade Food and Drinks. 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.

Drinks – Only National Brands of soda may be sold or vended. Example: Coke, Pepsi, Gatorade, etc.

SECURITY:

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

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

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

Under no circumstances shall any locks other than Park System locks be permanently installed, mounted, or attached to any equipment or structure.

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, structure 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 time.

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:

Note: The Park System shall be responsible for payment of all electric and natural gas charges. 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 Concession Contract Coordinator with the number at the beginning of the contract period.

SIGNS:

Exterior – No signs shall be erected or installed on the exterior of the building or on the golf course grounds.

ADVERTISING:

All media advertising for this facility shall be done in good taste. For advertising purposes, Concessionaire must use the name of Hominy Hill Golf Course. The facility shall not be known by another 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 Concession Contract Coordinator's approval.

HOUSEKEEPING:

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

The Concessionaire will be responsible for the daily and routine janitorial maintenance of the contracted area. This is to include, but not limited to floors, chairs, counters and kitchen equipment. All janitorial maintenance equipment and supplies necessary to perform this function shall be supplied by the Concessionaire.

The appearance and condition of the preparation and storage area 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 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 Park System property. If physical alterations are approved, they shall 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 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.

MANDATORY PROFESSIONAL SERVICES:

The Concessionaire, in order to keep the facility up to its current 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.

-pest control

Pest Control

During the duration of the contract Concessionaire will be responsible for the prevention and control of all household pests and commensal rodents which might enter or be present in the contracted area. Concessionaire is required to provide the Monmouth County Park System proof that he has obtained annually the services of a licensed pest control firm to perform monthly as well as spot treatment as required.

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 food service preparation area is properly handled and disposed of. Disposal of all garbage and trash, etc. will be done by the Park System. Concessionaire will be responsible for the daily collection and bagging of garbage and will remove same from building and placing in designated area. No garbage, cartons, boxes, etc. shall be stored outside the service entrance or any other location around the perimeter of the building. Park System personnel will transport properly bagged garbage and separated recyclables to the golf course maintenance area and place in Park System garbage dumpsters.

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, 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 to 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 included on APPENDIX A. The Park System retains all right, title, and interest in all equipment listed on APPENDIX A.

For all equipment on APPENDIX A, 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 APPENDIX A 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 APPENDIX A 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 a written request to the Park System and received 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/VISUAL 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 a Completed Management Questionnaire, APPENDIX D.

RENT/PAYMENT:

- A. The 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 administrative offices as described:
Monmouth County Park System, 805 Newman Springs Rd., Lincroft, NJ 07738
Attn: Stephanie Weise, Purchasing Agent, Concession Contract Coordinator
- C. The bid submitted shall be for a One year period on an annual fixed fee basis, with an option to extend for an additional year 2015.
- D. The Park System has established a minimum dollar annual fixed rent for the facility. Vendor to indicate on payment page the annual rent they wish to bid.

HOMINY HILL GOLF COURSE

Minimum Annual Rent \$7,500.00

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 2014.

Second Year:

Concessionaire will be required to make a 10% down payment of the amount of the second year bid on or before February 1, 2015. The remaining amount due to be paid in three equal payments on or before the first of each month of July, August and September 2015.

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 cost, in any tenancy action or other action brought by the County to enforce the agreement.

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.

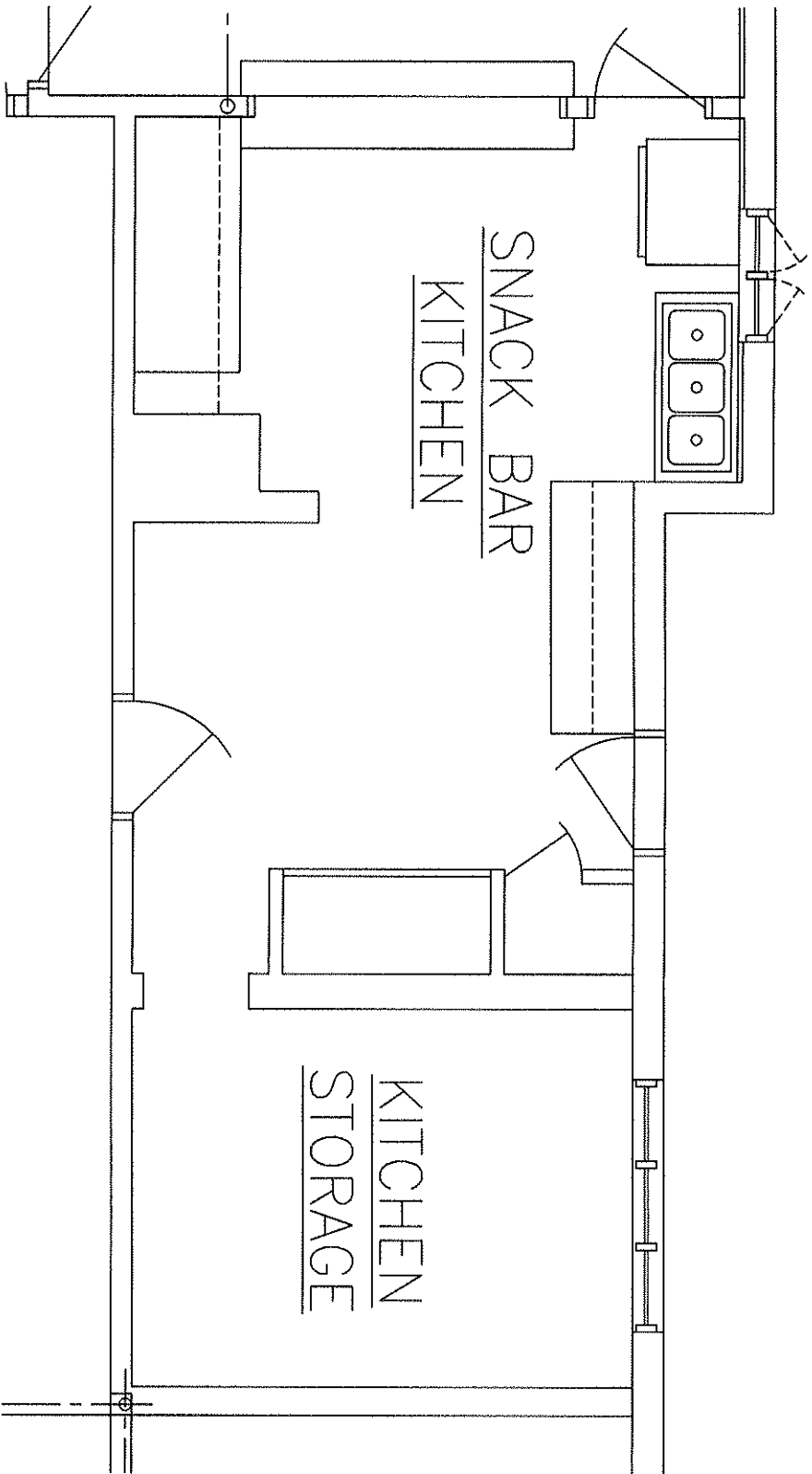
Contact Person

Questions regarding these specifications are to be directed to Stephanie Weise, Purchasing Agent, Concession Contract Coordinator at (732) 842-4000, Ext. 4330.

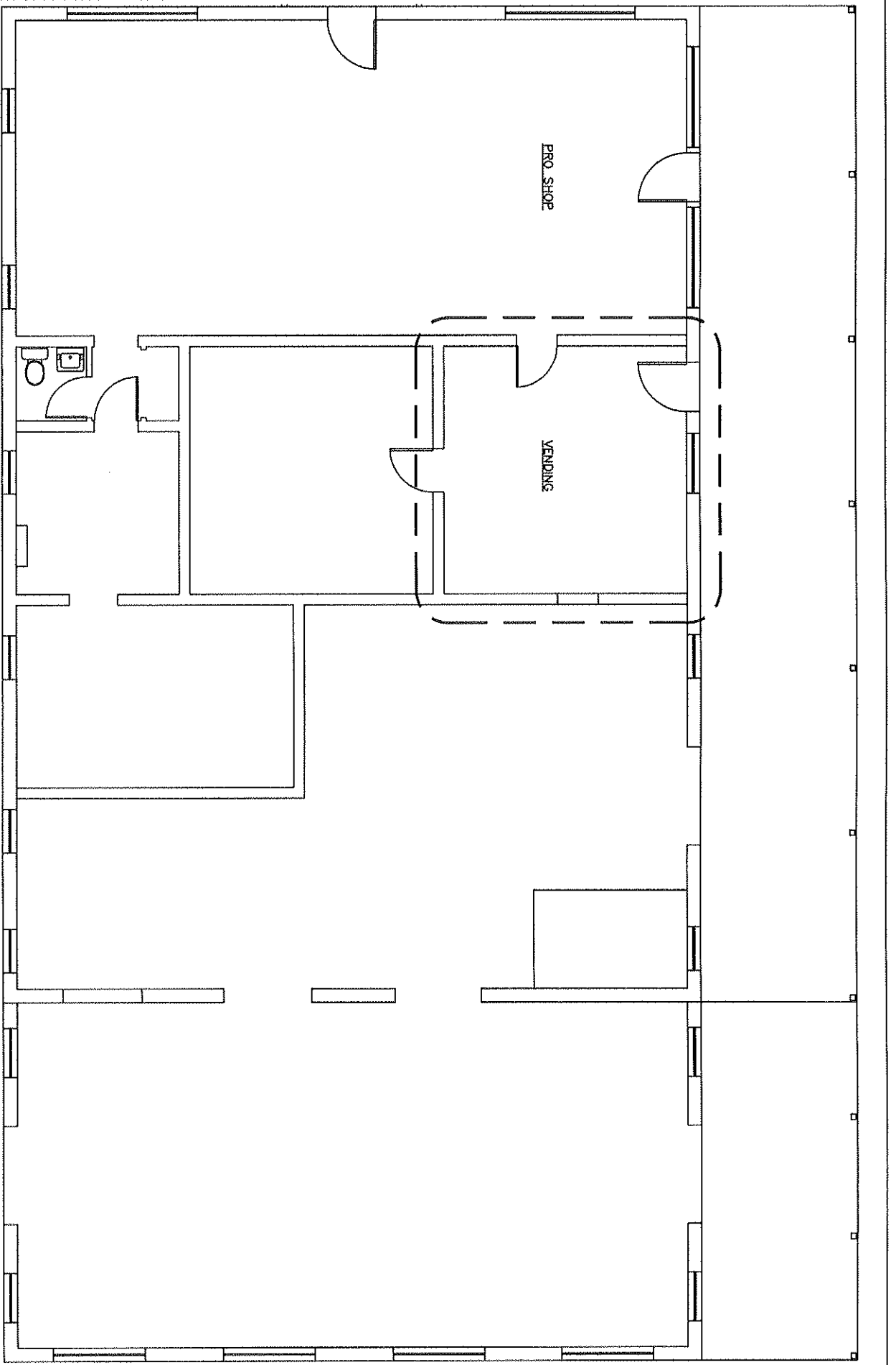
APPENDIX A

HOMINY HILL GOLF COURSE EQUIPMENT

1. Equipment – Standard Refrigerator
2. Refrigerated Sandwich Unit
3. Combination Refrigerator/Freezer Unit
4. Stainless Steel Shelving
5. Ice Machine
6. Gas Powered Mobile Concession Cart



HOMINY HILL GOLF COURSE CLUB HOUSE
APPENDIX B



HOMINY HILL PRO SHOP -
VENDING AREA

**PROPOSAL 3
HOWELL PARK GOLF COURSE
FOOD CONCESSION**

SCOPE:

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

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

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

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

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

Total rounds of golf played at Howell Park Golf Course:

- ◆ 2010 – 35,018
- ◆ 2011 – 31,325
- ◆ 2012 – 34,903

HOWELL PARK GOLF COURSE:

- A. The quality of food, its preparation and service 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 Mobile Food and Beverage Concession Cart preparation operations will be confined solely to the golf course and the building and rooms locations outlined in these specifications.
- D. Mobile Food and Beverage Concession Cart shall be operated solely for the purpose of serving food, beverage and snack type items to the daily fee golfers.
- 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 drinks and snack vending machines is included in the terms of this concession contract. Vendor will be required to install (1) beverage machine, to include soda, juice, bottled water and sports drinks, energy drinks excluded, 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 hours the golf course is open to the public. Vending machines must be serviced on a regular basis.

Vending shall be available to the public from the beginning of the lease period until December 31, 2014 (December 31, 2015).

In the event that the Park System elects to leave the Golf Course open after December 31, 2014, 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 contractor must provide a workable system for refunding money to individual customers who insert money in a vending machine and receive no product in return or receive an expired product.) The Concessionaire must post basic instructions for refunds and/or reporting of malfunctions on each vending machine.

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

LICENSES/PERMITS:

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

LOCATION OF CONCESSION AREA:

The Concession Contract will be for the operation of the Mobile Food and Beverage Concession Cart at Howell Park Golf Course Clubhouse, Preventorium Road, Farmingdale, NJ. Preparation and storage room is located in the Clubhouse Building No. 410. Service entrance to area located in rear of Clubhouse as shown on the attached floor plan, APPENDIX B.

PARKING/DELIVERIES:

The Concessionaire may use service entrances only for the purpose of receiving supplies. Concessionaire and their employees must park their vehicles in the same area designated for park visitors.

CONTRACT PERIOD:

The term of the contract shall be a One (1) Season Lease from March 15, 2014 through December 31, 2014, with an option to extend for an additional year (2015) 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, 2014 and the premises must be vacated no later than January 11, 2015.

DATES AND HOURS OF OPERATION:

During the period of April 1, 2014 (April 1, 2015) through December 1, 2014 (December 1, 2015) the Mobile Food and Beverage Concession Cart must be on the course seven days a week, serving the golfers. Hours of operation to be no later than two hours after the first tee time and remain on the course to at least the last scheduled tee off time. The Concessionaire may at his own discretion choose to increase the hours beyond the minimum required.

It is the responsibility of the Concessionaire to contact the golf course manager regarding weather related openings or course closings. On a daily basis the golf course manager is the only individual that can authorize a reduction in hours of the Concessionaire.

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 provide cart service without prior approval from the Concession Contract Coordinator 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 Howell Park Golf Center. At the beginning of the contract period, the Concessionaire is required to meet with the Concession Contract Coordinator and the Golf Course Manager to discuss this procedure along with uniform compliance.

**FOOD & BEVERAGE CART
GENERAL REQUIREMENTS:**

1. The Monmouth County Park System shall provide a minimum of one gasoline powered Mobile Food and Beverage Concession Cart.
2. The cart shall be equipped with the following options:
 - a. Canopy top
 - b. High-impact tinted windshield
 - c. Portable refreshment center (holds approximately 19-20 ounce bottles with ice) (no glass)
 - d. Shack/Food Storage Display Cabinets

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

BIDDERS QUALIFICATIONS AND EXPERIENCE:

Bidder must demonstrate that he/she possesses the ability to operate the Food Service operation as specified. In order to qualify, the prospective bidder must have at least three years of supervisory and management experience in the operation of a food service operation.

MANDATORY BUSINESS REGISTRATION CERTIFICATE GOODS AND SERVICES

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (*N.J.S.A.* 54:32B-1 *et seq.*) on all sales of tangible personal property delivered into this State.

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

Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at:

<http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>

INSURANCE REQUIREMENTS:

The bidder shall procure and maintain:

- A. Workmen's Compensation and Employer's Liability Insurance shall be maintained, in force during the life of this contract, by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute.
- B. General Liability and Product Liability Insurance with limits of not less than \$1,000,000.00 any one accident for bodily injury and \$1,000,000.00 aggregate for property damage, shall be maintained in force during the life of this Contract by the bidder. The policy shall include Bidder's Protective Liability Insurance (also known as Contingent Liability Insurance) with the same limits. In the event more than one insured is named in the policy, a cross-liability endorsement shall be included which provides that the employees of each of the named insured are not excluded under the policy as respect to claims that are made against other insured. Furthermore, Concessionaire shall provide an endorsement for Fire Legal Liability in an amount not less than \$500,000.00.
- F. Automobile Liability Insurance covering bidder for Claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$1,000,000.00 each accident for property damage, shall be maintained in force during the life of this Contract by the bidder.

- G. Property Insurance named Peril/Extended Coverage Include burglary, fire, and vandalism and malicious mischief for County owned contents used; or in the care, custody and control of the lessee with a deductible of not more than \$500.00. The lessee will name the lessor as loss payee on the policy and the policy limit will not be less than \$30,000.00.

Coverage will be obtained on a replacement cost basis.

- E. **Special Note: The County of Monmouth, Monmouth County Board of Recreation Commissioners, and their respective officers, servants and agents must be named as additional insured on all policies set forth above, except Workmen's Compensation.**
- F. Certificate of Insurance of the required Insurance as listed above shall be submitted to the Monmouth County Park System. Such coverage shall be with acceptable insurance companies only. At time of bid, for all current nonexistent insurance policies, a letter of insurability from bidders current insurance carrier shall be submitted.

SAVE HARMLESS PROVISION:

The Concessionaire shall be 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 Lessee, his employees or his agents under this Concession Agreement or resulting from the nonperformance by the Lessee, or under this terms-agreement, or any of the covenants and provisions of this Agreement herein before ore herein after 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 Lessee's personnel or contracted by the Lessee; and the Lessee 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.

OUT SIDE CATERERS:

The Park System reserves the right to utilize the services of its Outside caterer for providing food for Park System events held at the golf course.

The Park System will solicit prices from the golf course Concessionaire for providing box lunch type meals for Park System programs such as Club Championship and Match Play Championships.

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, 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 preparation area, with reasonable wear and tear expected. It is understood that the Concessionaire is fully responsible for the maintenance/cleanliness of the preparation and storage area which 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 the 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 employee 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, 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.

The Park System and its agents or representatives shall the right to enter into and upon the leased premises or any part thereof at all responsible hours for the purpose of examining and inspection.

LICENSES AND PERMITS:

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

ALCOHOLIC BEVERAGES:

Sale of alcohol will not be permitted. The Monmouth County Park System reserves the right to dispense beer or alcohol at any Park System sponsored function.

TOBACCO PRODUCTS:

Sales of cigarettes, cigars, or sale of any other tobacco products will not be allowed.

LOCAL AND STATE HEALTH:

All food and food preparation facilities and equipment shall meet State and Local Codes and be in accordance with Chapter 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.

TAXES:

All taxes and assessment, confirmed or unconfirmed, if any, arising out of the use and occupancy of the premises hereunder, shall be paid by the Concessionaire. The Park System makes no representations regarding any such taxes or the tax status of this property.

COURSE CLOSING FOR SCHEDULED OUTINGS, SCHEDULED MAINTENANCE FUNCTIONS AND EXTREME WEATHER

NOTE: 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.

At Howell Park Golf Course the Concessionaire will be required to be open and provide Mobile Food and Beverage Concession Cart service for the scheduled tournaments and events.

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) Howell Park 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/UNIFORM:

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 Concession Contract Coordinator 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 for the modular food cart.

MENU PRICING:

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

GENERAL FOOD SPECIFICATIONS:

Concessionaire shall serve only top quality grade Food and Drinks. 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.

Drinks – Only National Brands of soda may be sold or vended. Example: Coke, Pepsi, Gatorade, etc.

SECURITY:

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

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

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

Under no circumstances shall any locks other than Park System locks be permanently installed, mounted, or attached to any equipment or structure.

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, structure 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 time.

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:

Note: The Park System shall be responsible for payment of all electric and natural gas charges. 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 Concession Contract Coordinator with the number at the beginning of the contract period.

SIGNS:

Exterior – No signs shall be erected or installed on the exterior of the building or on the golf course grounds.

ADVERTISING:

All media advertising for this facility shall be done in good taste. For advertising purposes, Concessionaire must use the name of Howell Park Golf Course. The facility shall not be known by another 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 Concession Contract Coordinator's approval.

HOUSEKEEPING:

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

The Concessionaire will be responsible for the daily and routine janitorial maintenance of the contracted area. This is to include, but not limited to floors, chairs, counters and kitchen equipment. All janitorial maintenance equipment and supplies necessary to perform this function shall be supplied by the Concessionaire.

The appearance and condition of the preparation and storage area 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 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 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 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.

MANDATORY PROFESSIONAL SERVICES:

The Concessionaire, in order to keep the facility up to its current 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.

-pest control

Pest Control

During the duration of the contract Concessionaire will be responsible for the prevention and control of all household pests and commensal rodents which might enter or be present in the contracted area. Concessionaire is required to provide the Monmouth County Park System proof that he has obtained annually the services of a licensed pest control firm to perform monthly as well as spot treatment as required.

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 food service preparation area is properly handled and disposed of. Disposal of all garbage and trash, etc. will be done by the Park System. Concessionaire will be responsible for the daily collection and bagging of garbage and will remove same from building and placing in designated area. No garbage, cartons, boxes, etc. shall be stored outside the service entrance or any other location around the perimeter of the building. Park System personnel will transport properly bagged garbage and separated recyclables to the golf course maintenance area and place in Park System garbage dumpsters.

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, 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 to 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 included on APPENDIX A. The Park System retains all right, title, and interest in all equipment listed on APPENDIX A.

For all equipment on APPENDIX A, 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 APPENDIX A 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 APPENDIX A 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 a written request to the Park System and received 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/VISUAL 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 a Completed Management Questionnaire, APPENDIX D.

RENT/PAYMENT:

- A. The 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 administrative offices as described.

The Monmouth County Park System
805 Newman Springs Road
Lincroft, NJ 07738
Attn: Stephanie Weise, Purchasing Agent, Concession Contract
Coordinator

- C. The bid submitted shall be for a One (1) year period on an annual fixed fee basis, with an option to extend for an additional year (2015).
- D. The Park System has established a minimum dollar annual fixed rent for the facility. Vendor to indicate on payment page the annual rent they wish to bid.

HOWELL PARK GOLF COURSE

Minimum Annual Rent \$6,500.00

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 2014.

Second Year:

Concessionaire will be required to make a 10% down payment of the amount of the second year bid on or before February 1, 2015. The remaining amount due to be paid in three equal payments on or before the first of each month of July, August and September 2015.

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 cost, in any tenancy action or other action brought by the County to enforce the agreement.

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.

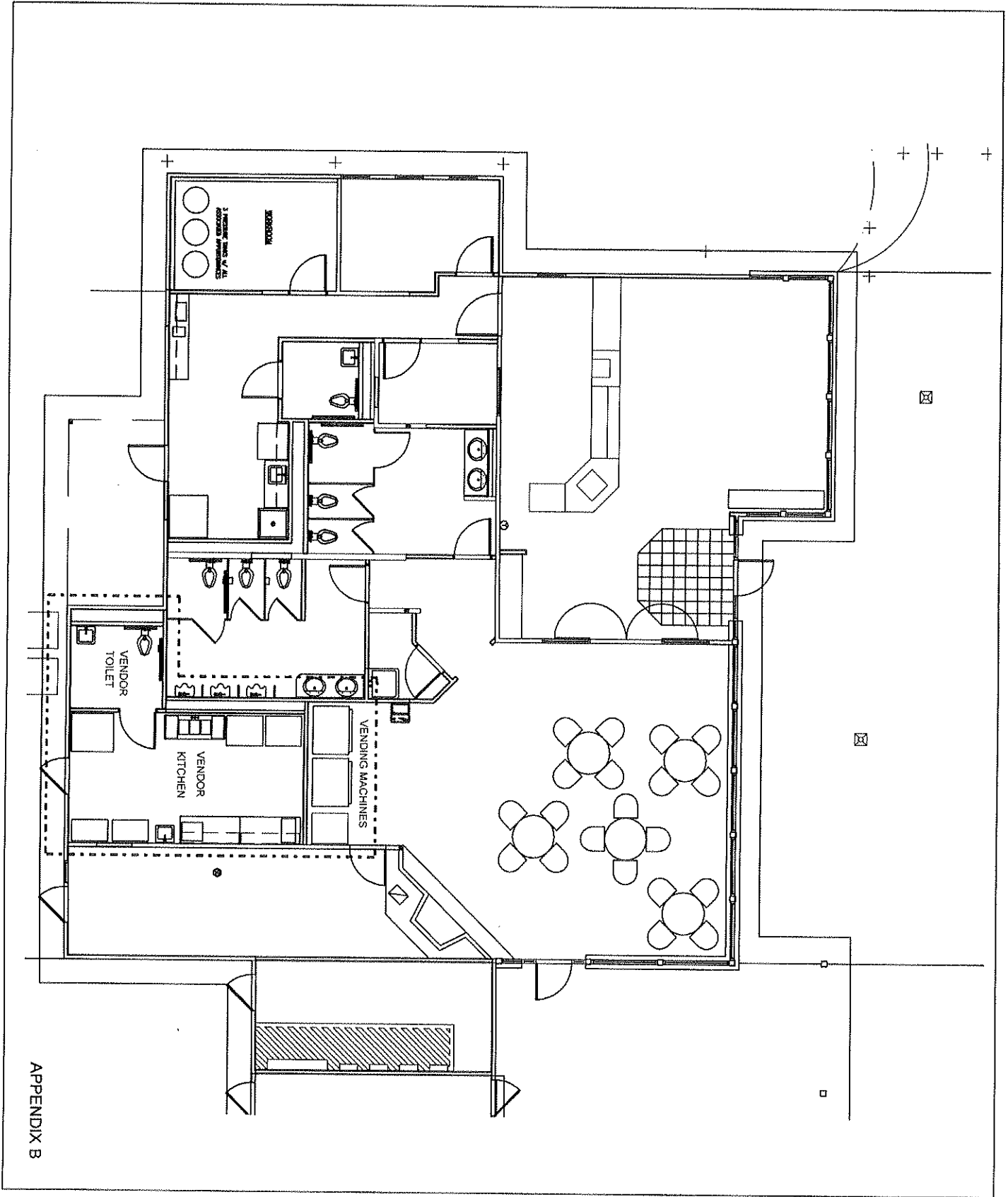
Contact Person

Questions regarding these specifications are to be directed to Stephanie Weise, Purchasing Agent, Concession Contract Coordinator at (732) 842-4000, Ext. 4330.

APPENDIX A

HOWELL PARK GOLF COURSE EQUIPMENT

1. Freezer
2. Refrigerator
3. Coffee Maker
4. Microwave
5. Ice Machine
6. Gas Powered Mobile Concession Cart



APPENDIX B

SHEET NO.	1
of	

**HOWELL GOLF CLUBHOUSE
FLOOR PLAN**



MONMOUTH COUNTY PARK SYSTEM
BOARD OF PARK AND RECREATION COMMISSIONERS
 805 NEWMAN SPRINGS ROAD
 LINCROFT, NEW JERSEY 07738-1965
 PHONE (732) 842-4000 FAX (732) 842-3640

SCALE	PROJECT #	DRAWN	CHECKED
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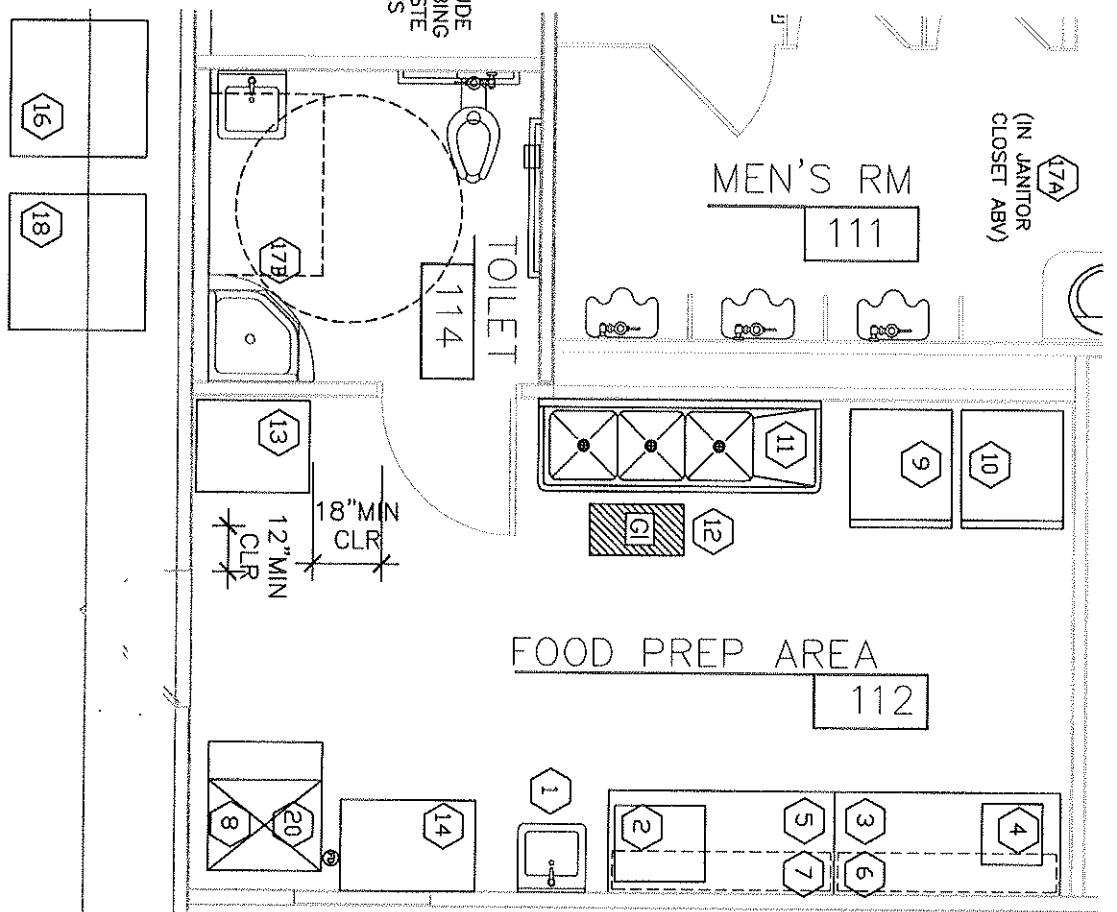
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REVISION	DATE	CHECKED BY
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FIXTURE LEGEND
 NOTE: EQUIPMENT NOT LABELED IS SPECIFIED ELSEWHERE

- ① STAINLESS STEEL HAND SINK
- ② MICROWAVE
- ③ STAINLESS STEEL WORK UNIT
- ④ AUTOMATIC COFFEE BREWER
- ⑤ STAINLESS STEEL WORK UNIT
- ⑥ STAINLESS STEEL ACCESSORY SHELF
- ⑦ STAINLESS STEEL ACCESSORY SHELF
- ⑧ ICE MACHINE
- ⑨ REFRIGERATOR
- ⑩ FREEZER
- ⑪ STAINLESS STEEL 3 COMPARTMENT SINK
- ⑫ GREASE TRAP
- ⑬ STAINLESS STEEL SHELVES
- ⑭ STAINLESS STEEL SHELVES
- ⑮ ICE MACHINE
- ⑯ CONDENSER UNIT
- ⑰ SERVICE SINK (17A, IN J.CLOSET NOT ON SKETCH)
- ⑱ CONDENSER UNIT
- ⑲ STAINLESS STEEL KITCHENETTE SINK
- ⑳ WATER FILTER
- ㉑ WATER FILTER
- ㉒ REFRIGERATOR
- ㉓ MICROWAVE
- ㉔ ITEM BY OWNER

NOTE:
 CHANGES ON THESE SKETCHES SHALL INCLUDE ALL ASSOCIATED PLUMBING SUPPLY, VENT AND WASTE LINES, ELECTRICAL LINES AND POWER, ETC.



KITCHEN EQUIPMENT PLAN

Howell-Golf Center Renovation
 APPENDIX B
 Revised Equipment Fixture Plan

SHEET NO. 1
 of 2

DATE: 01/02/09 SCALE: 1/4"=1'-0" PROJECT # DRAWN BY: GAC CHECKED BY: GAC



MONMOUTH COUNTY PARK SYSTEM
 BOARD OF PARK AND RECREATION COMMISSIONERS
 805 NEWMAN SPRINGS ROAD
 LANCERT, NEW JERSEY 07738-1965
 PHONE (732) 942-4000 FAX (732) 942-3640

APPROVAL BY: DATE: 01/12/09 GAC CHECKED BY:

PROPOSAL 4
SEVEN PRESIDENTS OCEANFRONT PARK
FOOD CONCESSION

SCOPE:

The contract to be awarded under these specifications shall grant the right and privilege to a Concessionaire to operate over the counter food and beverage and novelty concession as herein after provided at Seven Presidents Oceanfront Park, Long Branch, N.J. for the following purposes:

- A. To service and dispense according to the schedule contained herein and to provide adequate quantities and service to meet the needs of the public in accordance with standards outlined in detail in these specifications.
- B. Approval will be required for the sale of all food and novelty items.
- C. All concession operations will be confined solely to the building and room locations outlined in these specifications.
- D. The privilege of installing and operating coin operated vending beverage machines and video games are included in this contract. Concessionaire will be required to install (1) soft drink vending machine and up to (4) electronic video games or Pin Ball machines in the space provided by the Park System. Machines must be made available to the public during the times the park is open to the public. Park System employees will open and close vending location on a daily basis. Over the counter sale or vending of cigarettes or other tobacco products will not be permitted.
- E. 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 an expired product).

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

ATTENDANCE:

Attendance at Seven Presidents Park for the period May through September:

- ◆ 2010 - 351,108
- ◆ 2011 - 382,171
- ◆ 2012 – 306,629

GENERAL REQUIREMENTS:

- 1. The concession area to be contracted shall be of the type which will make available for sale: hamburgers, hot dogs, french fries, beverages, ice cream, etc.; Novelty Items such as suntan lotion, sun glasses, pails & shovels may also be sold, but these items shall not interfere with the sale of food items.

2. Approval of the Park System must be obtained before any sign, display, advertisement, etc. is used on the premises.
3. All food/beverage served in the snack bar shall be served on disposable heavy duty paper products. Styrofoam or plastic cups, plates, bowls, serving trays, etc. may not be used in the serving of food and beverage items. Glass bottles/containers may not be sold either through vending machines or over the counter.
4. Concessionaire is required to use wrapperless straws to cut down on the litter problem. If the Concessionaire provides throw-away service trays they must be of a size to fit easily into the garbage containers.

PUBLIC USE:

The Concession Agreement shall not be construed as to affect the privileges accorded to the public's use of the area or to restrain or prevent individual persons or groups from bringing their own food, drink and recreational equipment into the park.

LOCATION OF CONCESSION AREA:

This concession contract will be for concession services solely at Seven Presidents Oceanfront Park, Ocean Avenue, Long Branch, N.J. and only in Bldg. #1208, Beach Pavilion as shown on APPENDIX B, attached.

BIDDERS QUALIFICATIONS:

All bidders submitting sealed bids must include a financial statement and resume of previous experience and operation. In order to qualify, the prospective bidders must have at least two (2) years of supervisory and management experience in comparable concession operations.

CONTRACT PERIOD: (Two Season Lease)

The term of the contract agreement shall be from May 1, 2014 through September 30, 2014 (May 1, 2015 – September 30, 2015) subject to and in compliance with the terms and conditions of this agreement.

Facility will be made available to the Concessionaire on or about May 1, 2014 and the premises must be vacated no later than September 30, 2014.

DAYS OF OPERATION:

The concession shall begin operation no later than Saturday, May 24, 2014, (May 23, 2015) and open all weekend days and holidays up and through Sunday, June 15, 2014, June 14, 2015. Beginning Monday, June 16, 2014, June 15, 2015, the concession shall operate daily through Monday, Labor Day of each year. If the Concessionaire desires to open on other days during the term of the agreement the Concessionaire may do so.

LIQUIDATED DAMAGES:

Vendors failing to abide by the contract regarding days of operation (Contract Period) will be assessed a penalty (Fine) of \$300.00 per day for each day they fail to open and provide service to the public as outlined in the original bid specifications.

HOURS OF OPERATION:

The concession shall begin operation no later than 9:00 am daily and close no earlier than 5:00 pm weekdays and 6:00 pm weekends and holidays, weather permitting. The concession shall not operate past 7:00 pm on any day without prior written permission by the Park System.

The Park Manager, or his designated supervisor of the area, shall be the sole authority to determine whether or not the concession operation will be closed due to inclement weather or a threat of such weather.

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 all beverages may be sold.

Example: Coke, Pepsi, RC

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.

UTILITIES:

NOTE: The Concessionaire shall be responsible for payment of all utility charges connected with concession operation. At the time of starting up Concessionaire shall contact G.P.U. to have electric meter installed in his/her name.

At the end of the season Concessionaire shall contact G.P.U. to have the electric meter disconnected.

The Concessionaire is required to have a cell phone in their possession at all times and must provide the Concession Contract Coordinator with the number at the beginning of the contract period.

The Park System will provide water, sewer and garbage disposal service.

ICE:

The Concessionaire will provide ice to the Park System at no charge. Quantity used by the Park System shall not interfere with the Concessionaire's operation.

GARBAGE DISPOSAL:

The Concessionaire is responsible to ensure that all garbage, trash and litter generated by the food service preparation area is properly handled and disposed of. Disposal of all garbage and trash, etc. will be done by the Park System. Concessionaire will be responsible for the daily collection and bagging of garbage and will remove same from building and placing in designated area. No garbage, cartons, boxes, etc. shall be stored outside the service entrance or any other location around the perimeter of the building. Park System personnel will transport properly bagged garbage and recyclables to the maintenance area and place in Park System dumpsters.

COOKING OIL DISPOSAL:

All cooking oils and grease are to be replaced 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 www.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, 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 to be placed outside the building on a daily basis or as needed. Park System personnel will transport bags to the maintenance area and place in Park System recycling dumpster.

GREASE TRAP ANNUAL CLEANING:

The Concessionaire will be responsible for the cleaning of the grease trap on an annual basis. After cleaning and before resealing of grease trap, the Concessionaire must notify the Park Manager for inspection. All liquid and residue collected from the trap is to be disposed of through a grease recycler.

EQUIPMENT:

The Park System shall furnish for the use of the Concessionaire all equipment that is in place and included on APPENDIX A. The Park System retains all right, title, and interest in all equipment listed on APPENDIX A.

For all equipment on APPENDIX A, 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 APPENDIX A 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 APPENDIX A 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.

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 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.

MANDATORY PROFESSIONAL MAINTENANCE:

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.

-updraft system

1. Updraft Unit Cleaning

- A. Power clean and vacuum all duct lines and hoods to the kitchen updraft unit located over grill in luncheonette kitchen, and for a minimum of one cleaning per year prior to opening in accordance with 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 contractor shall be responsible for all clean-up work of the premises that is necessary due to his/her work.

2. Fire Suppression System: (Park System will schedule and pay for their service)

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 Monmouth County Park System 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. 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.

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 which 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/her part or on the part of any of his/her 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.

The 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.

START UP AND WINTERIZING:

Concessionaire is responsible for the winterization of all concession equipment. i.e. soda system, ice machine, walk-in refrigerator /freezer etc. Equipment must be winterized at the end of both the first, second year of the contract. Concessionaire will be responsible for any start up cost incurred at the beginning of the second year of the contract.

MANAGEMENT AND MAINTENANCE OF AREA ADJACENT TO CONCESSION AREA:

The Concessionaire will be responsible for the constant upkeep and cleaning of the areas where tables are located, both under the pavilion and on the deck adjacent to pavilion (area designated APPENDIX B). Cleaning to include the removal of food and paper products, wiping down of tables and the sweeping and mopping of floors as required by use and spillage. All garbage, recyclables, litter and debris to be properly placed in trash containers.

SIGNS:

Exterior

No signs shall be erected or installed on the exterior of the building or on the park grounds.

ADVERTISING:

All media advertising for this facility shall be done in good taste. For advertising purposes, Concessionaire must use the name of Seven Presidents Oceanfront Park. 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.

INSURANCE REQUIREMENTS:

The bidder shall procure and maintain:

- A. Workmen's Compensation and Employer's Liability Insurance shall be maintained, in force during the life of this contract, by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute.
- B. General Liability and Product Liability Insurance with limits of not less than \$1,000,000.00 any one accident for bodily injury and \$1,000,000.00 aggregate for property damage, shall be maintained in force during the life of this Contract by the bidder.

The policy shall include Bidder's Protective Liability Insurance (also known as Contingent Liability Insurance) with the same limits. In the event more than one insured is named in the policy, a cross-liability endorsement shall be included which provides that the employees of each of the named insured are not excluded under the policy as respect to claims that are made against other insured. Furthermore, Concessionaire shall provide an endorsement for Fire Legal Liability in an amount not less than \$500,000.00.

- C. Automobile Liability Insurance covering bidder for Claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$1,000,000.00 each accident for property damage, shall be maintained in force during the life of this Contract by the bidder.
- D. Property Insurance named Peril/Extended Coverage Include burglary, fire, and vandalism and malicious mischief for County owned contents used; or in the care, custody and control of the lessee with a deductible of not more than \$500.00. The lessee will name the lessor as loss payee on the policy and the policy limit will not be less than \$30,000.00.

Coverage will be obtained on a replacement cost basis.

- E. **Special Note: The County of Monmouth, Monmouth County Board of Recreation Commissioners, and their respective officers, servants and agents must be named as additional insured on all policies set forth above, except Workmen's Compensation.**
- F. Certificate of Insurance of the required Insurance as listed above shall be submitted to the Monmouth County Park System. Such coverage shall be with acceptable insurance companies only. At time of bid, for all current nonexistent insurance policies, a letter of insurability from bidders current insurance carrier shall be submitted.

FIRE DAMAGE:

In case of fire, the operator shall give immediate notice thereof to the Monmouth County Park System, who shall proceed forthwith to repair any damage to the building caused thereby. In the event the building is damaged beyond repair, the Park System reserves the right to terminate the lease.

INSPECTION:

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. The Concessionaire agrees to meet monthly with a representative of the Park System for the purpose of making a routine inspection of the leased facility and equipment.

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 Lessee, his/her employees or his/her agents under this Concession Agreement or resulting from the nonperformance by the Lessee, 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, 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.

BEACH CLOSING:

- A. The Park System management reserves the right to close the park or beach at any time when the safety of the public or the facility exists.

The Concessionaire shall not plead loss of income, nor claim damages as a result of any required temporary cessation of its beach operations.

- B. The Park Supervisor shall be the sole authority to determine whether or not the snack bar will be closed due to inclement weather or any other conditions that warrant the closing of the facility for the protection of the public.

LICENSES AND PERMITS:

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

ALCOHOLIC/TOBACCO PRODUCTS:

Sale of alcohol or tobacco products will not be permitted.

The Monmouth County Park System reserves the right to dispense beer and other alcoholic beverages at any Park System approved functions.

LOCAL AND STATE CODES:

All food and food preparation facilities and equipment shall meet State and Local Health Codes and be in accordance with Chapter 12 of the State Sanitary Code.

CONCESSIONAIRE EMPLOYEES/UNIFORM:

The Concessionaire shall, at his/her 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 tee shirt with the name of the Concessionaire's business silk screen on the front of the shirt and khaki pants or bermuda (finger tip length) shorts (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 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.

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.

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

SECURITY:

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

PARKING/DELIVERIES:

Concessionaire may use service entrances only for the purpose of receiving supplies. Concessionaire and their employees must park their vehicles in the area designated by the Park Manager.

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 Concession Contract Coordinator immediately when any key is lost.
2. For broken keys, please keep all parts and return to concession Coordinator.
3. Cost of Lost Key Replacement:
 - Individual Park System Key \$10.00
 - Equipment Key \$10.00
4. If 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 Concession Contract Coordinator. Upon expiration of the contract, all keys shall be immediately surrendered to the Concession Coordinator.

Under no circumstances shall any locks other than Park System locks be permanently installed, mounted, or attached to any equipment or structure.

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.

TAXES:

All taxes and assessment, confirmed or unconfirmed, if any, arising out of the use and occupancy of the premises hereunder, shall be paid by the Concessionaire. The Park System makes no representations regarding any such taxes or the tax status of this property.

PERMITS & LICENSES:

If required by the local municipality, Concessionaire shall obtain all permits and licenses pertaining to retail food operations and vending machines.

RENT/PAYMENTS:

The term of the lease shall be for the period May 1, 2014 through September 30, 2014 and May 1, 2015 through September 30, 2015. The bid submitted shall be on a fixed fee basis. Said fee shall be paid to the Monmouth County Park System on the following schedule.

A. 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 2014.

B. Second Year

Concessionaire will be required to make a 10% payment of the amount of the second year bid on or before February 1, 2015, the remaining amount due to be paid in three equal payments on or before the first of each month of July, August, and September 2015.

THE MINIMUM BID THAT WILL BE ACCEPTED SHALL BE:

\$25,000.00 ANNUALLY

LATE PAYMENTS:

There shall be a late penalty when payment due is within ten (10) days thereafter equal to 8% of the first \$1500, 18% of the amount over \$1500 for the unpaid balance until paid.

- 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 administrative offices as described:
Monmouth County Park System, 805 Newman Springs Rd., Lincroft, NJ 07738
Attn: Stephanie Weise, Purchasing Agent, Concession Contract Coordinator

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 informalities 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 Stephanie Weise, Purchasing Agent, at (732) 842-4000, Ext. 4330.

AUDIO/VIDEO DEVICES:

Concessionaire is not permitted to possess or operate any Audio or Visual devices within the concession areas. i.e. Laptops, Radio, T.V., VCR, Tape or Disc players, etc.

MANAGEMENT QUESTIONNAIRE:

Bidder will be required to furnish with their bid a Completed Management Questionnaire

SPECIAL NOTE:

There will be times when the Park System will run special programs, Example: Triathlon, Run-Bike-Run) where the Park System will be providing drinks and snacks to participants. This practice will be limited to participants only and shall not interfere with the Concessionaire's operation.

APPENDIX A EQUIPMENT
ON SITE EQUIPMENT

- Thirteen (13) storage-shelving units (storage room)
- One (1) walk-in refrigerator (4 shelving units inside)
- One (1) walk-in freezer (4 shelving units inside)

- Four (4) air curtains, unheated

- Two (2) refrigerators, sandwich/salad prep
- One (1) refrigerator, under-counter
- One (1) refrigerator, reach-in

- One (1) ice-cream cabinet & freezer
- Two (2) dispensers, ice/beverage
- One (1) thermal dispenser
- Two (1) display cases, refrigerated
- Two (2) display cases, heated

- One (1) fryer battery, deep fat, electric
- One (1) griddle, electric
- One (1) oven, conveyor
- One (1) coffee maker, airpot, automatic

- One (1) fire protection system

- Two (2) exhaust hoods
- One (1) evaporator coil, cooler
- One (1) evaporator coil, freezer
- One (1) dump station, matching

- Two (2) carts, condiment
- Three (3) pass-thru sills / frames
- One (1) S.S. equipment stand
- Three (3) serving / work counters
- One (1) work counter
- Two (2) cup dispensers, adjustable

- One (1) sink, hand, wall mount
- One (1) sink, hand, built-in
- One (1) sink, scullery, 2-compartment
- One (1) sink, mop
- One (1) sink, work, built-in
- One (1) sink, 3-compartment

PROPOSAL 5
MOBILE CONCESSION VEHICLE AT THE SPRAYGROUND/PLAYGROUND AT
DORBROOK RECREATION AREA

SCOPE:

It shall be the purpose of this contract to make available to the Monmouth County Park System an authorized sole source mobile food concession vendor for the furnishing of a mobile food/snack/beverage concession vehicle at the Sprayground/Challenger Place Playground at Dorbrook Recreation Area.

The Challenger Place Playground is a boundless playground open to everyone of all abilities and ages. (See attached photo)

The sprayground is a water playground with various elements and sprays which is very popular with children ages 2-10 along with parents/caregivers. (See attached photo)

Dorbrook Recreation Area is located in Colts Neck on Route 537 east approximately two miles from Route 34.

The sprayground/playground averaged approximately 1,000 people a day during the 2013 season, May 20 – September 10, 2013.

- A. The quality of food, snacks and beverages, its preparation and service, and surroundings shall be first class.
- B. To service and dispense according to the schedule contained herein and to provide in adequate quantities and service to meet the needs of the public and in accordance with standards outlined in detail in these specifications.
- C. Concessionaire shall be operated solely for the purpose of serving lunch and snack type meals to the daily visitor.
- D. All general park rules and regulations regarding the use of park property shall be observed and enforced at all times. (copy attached)
- E. The Concessionaire may not assign, sublet, nor may concessions be granted for the performing of any obligations required of Concessionaire.
- F. No merchandise or novelty item shall be sold under the terms and conditions of this contract.
- G. The sale of alcoholic beverages is prohibited in this contract.
- H. Sale of cigarettes, cigars or sale of any other tobacco products will not be allowed.

LOCATION:

Concessionaire will be permitted to dispense food/snacks/beverages from a mobile self contained unit within a pre-determined space within Dorbrook Recreation Area in the vicinity of the Challenger Place playground and Sprayground (See Appendix A).

PROPOSAL:

The attached proposal must be submitted in order for the bidder to be considered. The Purchasing Committee reserves the right to accept or reject any or all proposals and to award in the manner deemed to be in the best interest of the agency.

CONTRACT PERIOD:

The term of the contract shall be a (Two Season Lease) from May 17, 2014 through September 7, 2014 (May 16, 2015 – September 6, 2015) and in compliance with the terms and conditions of this agreement.

CONDITIONS: The following are the times, dates, requirements and conditions set forth as requirements for the furnishing of a mobile food/snack/beverage concession at the Sprayground/Challenger Place Playground for Dorbrook Recreation Area.

1. Dates and times of operation and location:
 - a. Sprayground/Boundless Playground Area at Dorbrook Recreation Area
 - b. **Operation Period:** May 17 – September 7, 2014 (May 16 –September 6, 2015)
 - c. **Minimum hours of operation:** 11 am- 4:00 pm
2. The Concessionaire has the option to remain on the premises and operate the mobile food/snack/beverage concession vehicle after 4:00 pm at their own discretion, but must vacate the premises no later than 6:30 pm
3. Mobile food/snack/beverage concession vehicle:

Concessionaire shall at its own expense provide a fully equipped, completely contained mobile retail food unit sufficient to satisfy the requirements of this agreement and shall maintain and operate said unit and all equipment in good condition, in complete compliance with Chapter 24, of the New Jersey State Sanitary Code N.J.A.C. 8:24 entitled “Sanitation in Retail Food Establishments and food and Beverage Vending Machines”. Concessionaire must also comply with current county and state fire codes. Concessionaire must be inspected and approved by the Monmouth County Board of Health and County Fire Marshall prior to the sale of food. The mobile vehicle shall have a current Motor Vehicle Inspection stamp issued by the State Motor Vehicle Department stating that the vehicle is in good working condition.

RESPONSIBILITIES OF THE CONCESSION VENDOR:

- A. Concessionaire is responsible for providing a self-contained mobile food unit.
- B. Concessionaire is responsible for furnishing any and all equipment required to provide food items offered.

- C. Concessionaire must provide sufficient personnel to operate the concession mobile unit pursuant to the hours of operation established by Concessionaire and approved by County.
- D. Concessionaire is responsible for the cleaning and sanitizing of the food preparation and serving area including all equipment, utensils, trays, counters, etc.
- E. Concessionaire is responsible to ensure that all garbage, trash and litter generated by the mobile food concession vehicle is properly handled and disposed of. Disposal of all garbage and trash, etc. will be done by the Park System. Concessionaire will be responsible for the daily collection and bagging of garbage and will remove same from the mobile food unit and place in designated area. Park System personnel will transport properly bagged garbage and separated recyclables to the park maintenance area and place in Park System garbage dumpsters.
- F. Concessionaire and his/her employees must not smoke in or around the vicinity of the mobile food concession area.

MAINTENANCE OF CONCESSION PREMISES:

Concessionaire is solely responsible for the maintenance and cleanliness of the mobile food/snack/beverage concession vehicle and the surrounding area.

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, chipboard, newspapers, brown paper bags and magazines.
- 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 to be placed outside the mobile food/snack/beverage concession vehicle on a daily basis. Park System personnel will transport bags to the maintenance building and place in Park System recycling dumpster.

COOKING OIL DISPOSAL:

If Concessionaire contains a grill or fryer, all vegetable oil and grease is to be repackaged in original containers and disposed of through an approved recycler at the Concessionaire's expense. 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 www.mopac.com.

MENU:

Concessionaire shall be required to submit with their bid sample menus for the mobile food/snack/beverage concession vehicle

MENU PRICING:

Concessionaire shall be required to submit their current menu prices for items sold in the mobile food/snack/beverage concession vehicle

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:

- Hotdogs- beef
- Italian Ice
- Ice Cream-packaged
- Fresh Fruit
- Soda-Only national brands of soda may be sold (i.e. Coke, Pepsi etc.) Soda must be dispensed out of an approved soda fountain system or individual aluminum cans or plastic bottles.
- Juice
- Water- Only national brands of bottled water (i.e. Poland Spring, Deer Park etc...)
- Pre-packaged candy
- Popcorn
- Chips and Cookies

UTILITIES:

Water and 50 amp electric service will be provided on site by the Park System. There is currently no provision for grey water disposal.

IDENTIFICATION:

The mobile food/snack/beverage concession vehicle must clearly and professionally display the company name and phone number of the business.

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 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.

STAFF:

All prospective workers shall be checked against the records at the New Jersey State Police Megan's Law website <http://www.state.nj.us/lps/njsp/info/regsexoffend.html> for New Jersey sex offenders and out of state residents should be checked against records at www.klaaskids.org listed under their perspective state.

In accordance with Monmouth County Board of Chosen Freeholders Resolution 05-815 Prohibiting Certain Sexual Offenders from Using Monmouth County Facilities Where Children Commonly Gather:

Any applicant who allows any person over the age of 18 who has been convicted of any crime against a minor as listed in N.J.S.A. 2:C7-2, or convicted of a similar crime under 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.

UNIFORMS:

All employees, to include owners, operators, and laborers, shall be required at all times to wear a uniform identifying themselves as an employee of the Concessionaire. Uniforms are to consist of mandatory Concessionaire shirt and name tag. All employees are to be clean and neat in appearance while the Concessionaire is open for business.

TAXES:

All taxes and assessment, confirmed or unconfirmed, if any arising out of the use and occupancy of the premises hereunder, shall be paid by the Concessionaire. The Park System makes no representations regarding any such taxes or the tax status of this property.

INSURANCE REQUIREMENTS:

The Concessionaire 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 voluntary compensation/all States endorsement.

B General Liability: Bodily injury and property damage, including coverage for: premises / operations; products / completed operations; broad form property damage; independent contractors; blanket contractual and, if applicable, explosion, collapse and underground (XCU). Limits of not less than \$1,000,000 for both bodily injury and property damage are required. A combined single limit of \$1,000,000 is acceptable. The Contractor shall maintain completed operations insurance for at least two years after final payment.

C Comprehensive Automobile Liability: Bodily injury and property damage with limits of not less than \$1,000,000 per person or occurrence. A combined single limit of \$1,000,000 is acceptable. Coverage must include hired and non-owned vehicles. A MCS-90 certificate shall be filed with the State if hazardous materials or waste will be transported during the performance of the work.

County Additional Insured: The County of Monmouth, Monmouth County Board of Recreation Commissioners, and their respective officers, servants and agents must be named as additional insured on all policies except Worker's Compensation.

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 lessee his employees or agents under this concession agreement or resulting from the non-performance by the lessee or under this terms-agreement, of any of the covenants and provisions of this agreement herein before or herein after 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 for any loss sustained, or resulting from fire, water, wind, civil commotion, or because of labor difficulty or for any repairs performed by the lessee's personnel or contracted for by the lessee; and the lessee 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 arising from any of the causes aforesaid.

CONCESSION AREA:

The Concessionaire shall preserve and maintain the mobile food/snack/beverage concession vehicle in a good and clean condition. It is understood that the Concessionaire is fully responsible for the maintenance of the mobile food/snack/beverage concession vehicle.

The Park System, to ensure that these conditions are being met, shall continually inspect the appearance and condition of the mobile food/snack/beverage concession vehicle on a regular basis. If at a routine inspection conditions are unacceptable the 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.

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. Vehicles other than the primary concession vehicle must park in the general parking areas, except, temporarily, when delivering supplies.

BIDDERS QUALIFICATIONS AND EXPERIENCE:

Bidder must demonstrate that he/she possesses the ability to operate the concession as specified. In order to qualify, the prospective bidder must have at multiple years of supervising and management experience in the operation of a food service operation.

OUTSIDE VENDOR:

The Park System currently has contracted the services of a vending company which supplies candy, snacks, soda, and water in various parts of Dorbrook Recreation Area. However; none of these vending machines are within close proximity of the sprayground/playground.

PUBLIC USE:

Concessionaire shall not be construed as to affect the privileges accorded to the public's use of the area or to restrain or prevent individual persons or groups of persons from bringing their own food, drink, and recreational equipment into Dorbrook Recreation Area.

NO DISCRIMINATION:

- A. Concessionaire shall comply, in the performance of the Agreement, with all applicable state, federal, and local statutes, rules, and regulations relating to discrimination and affirmative action, including but not limited to N.J.S.A. 10:2-4, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., and Title IV of the Civil Rights Act of 1984 (P.L. 88-352).
- B. Concessionaire shall not discriminate on the basis of age, national origin, race, creed, color, sexual orientation, or sex in the use of the Concession Premises by the public.

LICENSES AND PERMITS:

It will be the responsibility of the Concessionaire at his/her expense to obtain all the necessary licensing and permits as required by the local municipality, county, and the State of New Jersey. A copy of all applicable permits and licenses including the New Jersey Sales Certificate must be accompanied with bid specification.

LOCAL AND STATE CODES:

All food and food preparation facilities and equipment shall meet State and Local Health Codes be in accordance with Chapter 24 of the New Jersey State Sanitary Code N.J.A.C.8:24. Concessionaire must be inspected and approved by the Monmouth County Board of Health prior to the sale of food.

INCLEMENT WEATHER:

Any daily cancellations due to inclement weather shall be made only by the Monmouth County Park System's Management. The Monmouth County Park System reserves the right to close the area at anytime, when conditions exist that may cause injuries to the visitors or mechanical failure at the facility.

The vendor shall not plead loss of income, nor claim damages, as a result of any temporary closure of the sprayground due to inclement weather, mechanical malfunction, or health related issues.

The designated park manager shall have the sole authority to determine whether or not the Sprayground/Challenger Place Playground will be closed due to inclement weather.

INSPECTIONS:

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

AUDIO/VIDEO DEVICES:

Concessionaire is not permitted to possess or operate any Audio or Video devices within the Concessionaire area. i.e. Radio, TV, VCR, Tape or Disc player, etc.

ADVERTISING:

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

RENT/PAYMENTS:

The term of the lease shall be for the period May 17, 2014 through September 7, 2014 and May 16, 2015 through September 6, 2015. The bid submitted shall be on a fixed fee basis. Said fee shall be paid to the Monmouth County Park System on the following schedule.

Concessionaire to include at time of bid submittal, a payment in the amount of 10% of the bid with the remaining amount due to be paid in two equal payments on or before the first of each month of June and August 2014 (June and August 2015).

The minimum bid that will be accepted shall be: \$5,000 per season

LATE PAYMENTS:

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.

Concessionaire shall pay without notice or demand, the rent herein.

The rent herein shall be payable to the Monmouth County Board of Recreation Commissioners at the Park System administrative offices as described:

The Monmouth County Park System
805 Newman Springs Road
Lincroft, N.J. 07738

Attn: Stephanie Weise, Purchasing Agent/Concession Contract Coordinator

**REQUIRED BID SUBMITTALS PREFERRED WITH BID, BUT MANDATORY
PRIOR TO AWARD OF CONTRACT:**

- A. Bidder must list experience in performing similar operations during the last several years.
- B. Bidder must submit a copy of current license(s) and permit(s) as required by the State of New Jersey and the County of Monmouth as specified in this bid specification.

- C. Bidder must submit the business registration certificate and the Certification to Prevent Certain Convicted Sexual Offenders Entrance to the Sprayground at Dorbrook Recreation Area form.
- D. Bidder must submit a food menu with prices to be charged.
- E. Bidder must submit a picture of the mobile food unit to be brought into the park. Pictures to be taken from all four sides of the exterior of the trailer plus an interior shot showing equipment, etc.
- F. A letter from insurance company stating that the insurance company will provide the Concessionaire with commercial liability and workmen's compensation insurance as required and indicated in the bid specification if the Concessionaire is awarded the contract.

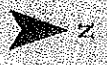
MANAGEMENT QUESTIONNAIRE:

Bidder will be required to furnish with their bid a Completed Management Questionnaire (APPENDIX B).

METHOD OF AWARD:

- The lease agreement shall be awarded to the responsible bidder submitting the highest lump sum bid.
- Quality and appearance of mobile food/snack/beverage concession vehicle as indicated in pictures accompanied with this proposal, and menu of items.
- 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.

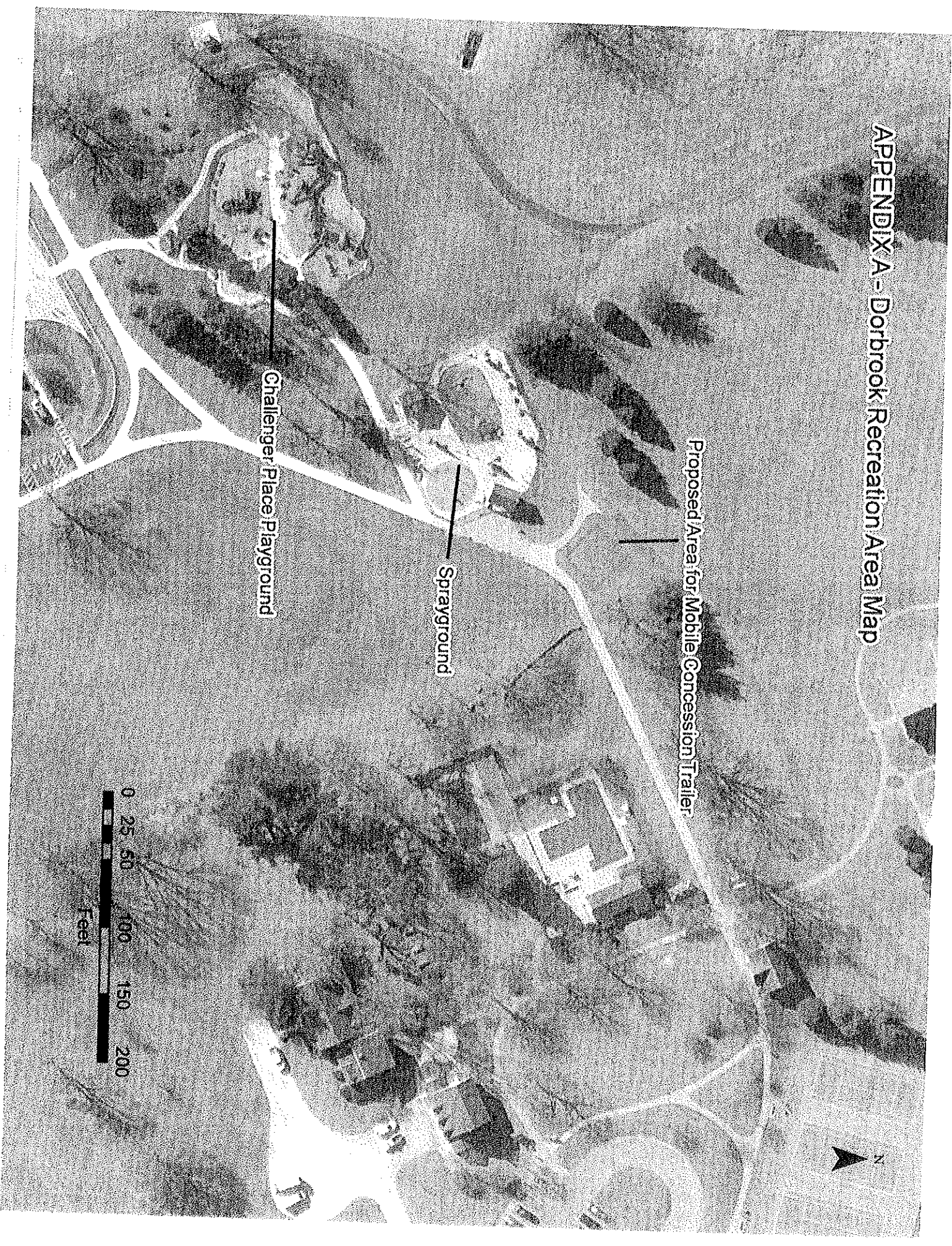
APPENDIX A - Dorbrook Recreation Area Map

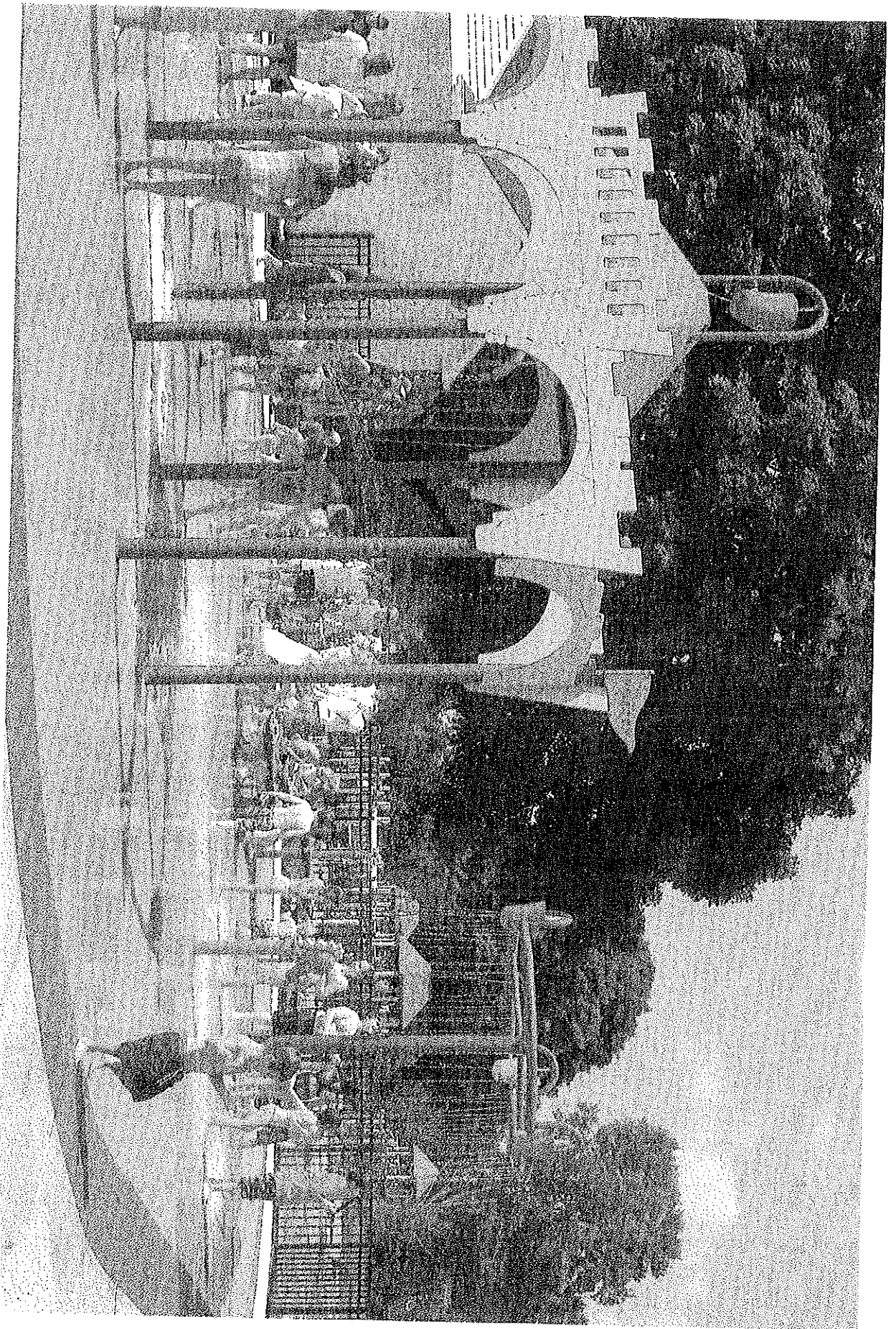


Proposed Area for Mobile Concession Trailer

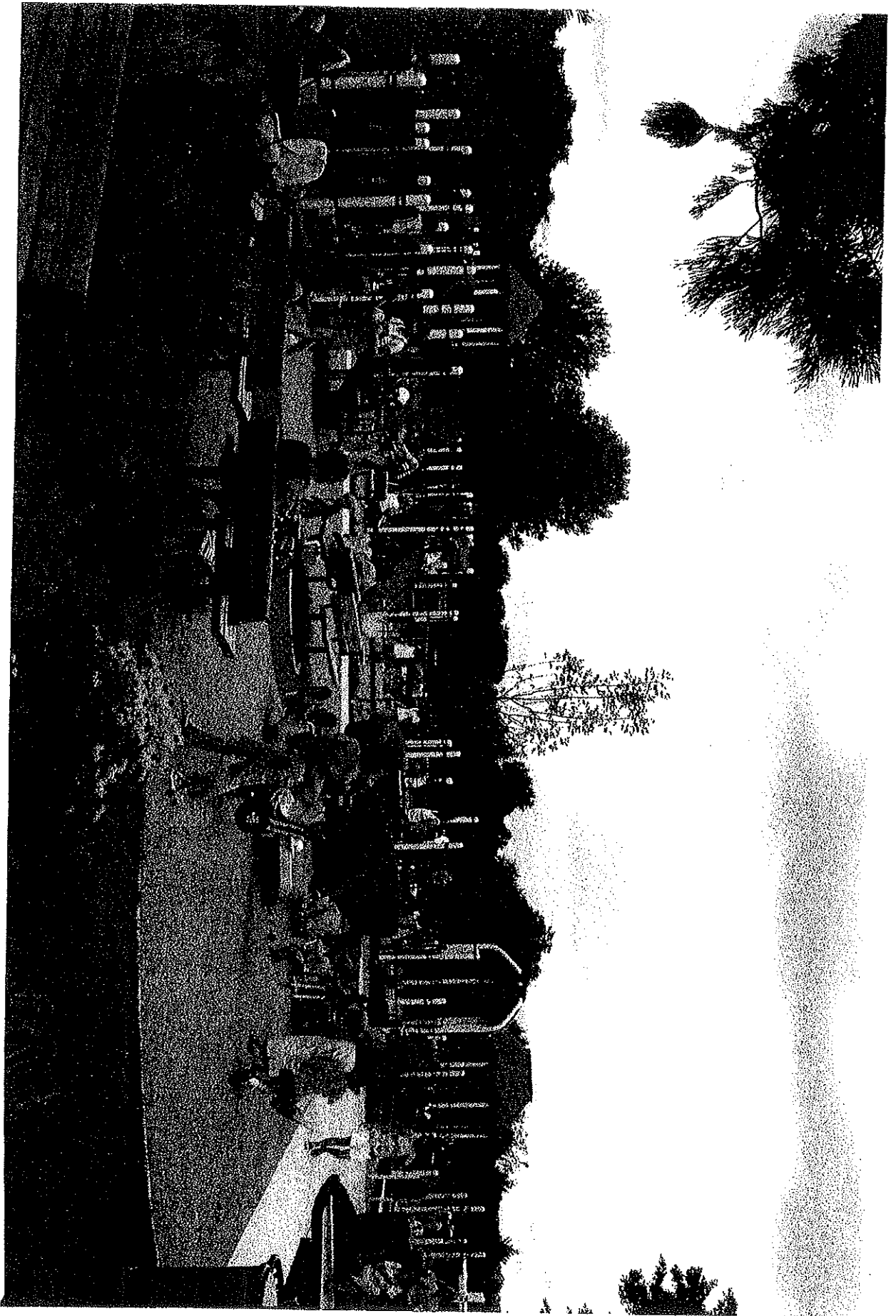
Sprayground

Challenger Place Playground





Sprayground



Challenger Place Playground

RULES AND REGULATIONS GOVERNING PUBLIC USE OF COUNTY PARK AND RECREATION AREAS AS ADOPTED BY THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS ON JULY 6, 2004, BY RESOLUTION #R-04-7-6=210.

Be it resolved by the Monmouth County Board of Recreation Commissioners that the following Rules and Regulations be adopted for the protection, regulation, and control of parks, roads, driveways, sidewalks, paths, lakes, pools, fountains, trees, flowers, shrubs, statuary, buildings, and other things contained within and upon property controlled by the Monmouth County Board of Recreation Commissioners.

ALCOHOLIC BEVERAGES

1. No person shall possess or consume alcoholic beverages, drugs, or narcotics in any County Park or Recreation Area. Nor shall any person be permitted within a County Park or Recreation Area under the influence of intoxicating beverages, drugs, or narcotics. The Board of Recreation Commissioners may designate special use areas or special events where alcoholic beverages may be consumed.

GROUP USE. MEETINGS. EXHIBITIONS

2. No group of fifty (50) or more persons shall use a County Park or Recreation Area without first having obtained a group use permit not later than seven (7) days before the proposed date of use. Group use shall be limited to designated areas. Adult supervision of children's groups is required at all times.
3. No person shall call or hold any meeting, or give any concert or public entertainment of any kind within a County Park or Recreation Area without first having obtained written permission in advance from the Board of Recreation Commissioners no later than seven (7) days before the proposed date of use.
4. No person shall use loud speakers, public address systems, or amplifiers within a County Park or Recreation Area without first having obtained written permission in advance from the Board of Recreation Commissioners no later than seven (7) days before the proposed date of use. Nor shall any, audio device, video device, or musical instrument be played in such a manner as to create a nuisance. Sound shall be kept at a level that cannot be heard more than 150 feet from the source. Nor shall any two-way radio, communication device, or cellular telephone be used in such a manner as to create a nuisance.

PETS. HORSES

5. Dogs and cats must be kept on a leash and under control at all times. No domestic animal shall be permitted to run at large within any County Park or Recreation Area, either with or without a keeper, except in those areas designated for that purpose by the Board of Recreation Commissioners. Pets shall not be allowed in areas indicated by signing. Keepers of domestic animals must clean up, remove, and properly dispose of their animals' excrement discharged within any County Park or Recreation Area.

6. No person shall ride, drive, lead, or keep a saddle horse, or other animal within a County Park or Recreation Area, except on such roads, trails, or areas, and subject to such regulations as the Board of Recreation Commissioners may from time to time especially designate. No horse or other animal shall be hitched to any tree or shrub in a manner that may cause damage.

REFUSE. POLLUTION

7. No person shall leave bottles, broken glass, ashes, waste paper, or other rubbish within a County Park or Recreation Area, except in a properly provided receptacle designated for that purpose.
8. No person shall throw or place any dirt, stone, rock debris, foreign, or waste substance into or upon a County Park or Recreation Area or in any lake, river, or lagoon within or bordering upon land of a County Park or Recreation Area.
9. No person shall throw, cast, lay or drop, discharge into, or allow to remain in the water of a County Park or Recreation Area, or any tributary, brook, stream or storm sewer, or drain flowing into said waters any substance, matter, or thing which may or shall result in the pollution of said waters.

NATURAL FEATURES

10. No person shall pick flowers, foliage, berries or fruit, or cut, break, dig up, or in any way mutilate or injure any tree, shrub, plant, fern, grass, turf, railing, seat, fence, structure, or any other object within a County Park or Recreation Area.
11. No person shall bring into or upon a County Park or Recreation Area, any tree, shrub, or plant, or any newly plucked branch or portion of a tree, shrub, or plant.
12. No person shall dig up or remove any dirt, stone, rock, or other substance whatever, make any excavation, quarry sand, stone, or lay or set off any blast, or cause or assist in doing any of the things within a County Park or Recreation Area.
13. No person shall remove or cut firewood, regardless whether the tree or wood is dead, fallen diseased, or otherwise, from any County Park and Recreation Area.

FIRES. FIREWORKS

14. No person shall build, light, or maintain a fire within a County Park or Recreation Area, except in a camp stove, or a fireplace, provided, maintained, or designated for such purpose by the Board of Recreation Commissioners, excepting, however, that oil or gasoline camp stove may be used in established camp sites or picnic areas where other stoves are provided. Charcoal fires only are allowed in picnic grills.
15. No person shall possess, discharge, or set off within a County Park or Recreation Area any firecrackers, torpedoes, rockets, or other fireworks.

HUNTING. FISHING

16. No person shall discharge any weapon or firearms within or into a County Park or Recreation Area. Firearms shall not be carried nor had in possession unless unloaded in both barrel and magazine, except that this regulation shall not apply in portions of a County Park or Recreation Area which are open to hunting by order of the Board of Recreation Commissioners during such open periods. A bow with a nocked arrow is prohibited except in portions of a County Park or Recreation Area open to hunting and in other locations designated and posted for archery.
17. No person shall molest, trap, capture, hold, remove, injure, or kill any animal, or disturb its habitat within a County Park or Recreation Area, except in portions of a County Park or Recreation Area open to hunting and/or fishing. The use of portions of a County Park or Recreation Area open to hunting and/or fishing is subject to N.J. State statutes and Division of Fish and Wildlife laws and regulations. Hunting shall be subject to guidelines and permitting requirements promulgated by the Director of County Parks and Recreation. The release of wild or domestic animals in a County Park or Recreation Area is prohibited.

RESTRICTED USES AND AREAS

18. No person shall enter upon any portion of a County Park or Recreation Area where persons are prohibited from going by direction of the Director of County Parks and Recreation as indicated by sign or notice. Nor shall any person participate in an activity that is prohibited as indicated by sign, notice, or guidelines.
19. No person shall use hand sleds, bobs, carts, skates, skate boards, or other equipment on wheels or runners, or use radio controlled devices such as, but not limited to, boats, aircraft, and cars, except in areas and during times designated and posted for this purpose by the Board of Recreation Commissioners.
20. No person shall throw, cast, catch, kick, or strike any baseball, golf ball, football or basketball, or any object within a County Park or Recreation Area, except in areas designated and posted for this purpose by the Board of Recreation Commissioners. The discharge of paintball guns or similar equipment is prohibited.
21. No person shall bathe in any pond, stream, ocean, or other body of water within or bordering a County Park or Recreation Area, unless it has been designated and posted for this purpose by the Board of Recreation Commissioners.
22. No person shall use private boats or canoes on any streams, lakes, ocean, or body of water within or bordering a County Park or Recreation Area, unless it has been designated for such use and posted for launching private boats and canoes by the Board of Recreation Commissioners.
23. The use of manned or unmanned, powered or powerless flying objects or devices, either for landing or taking off, shall not be permitted in any County Park or Recreation Area, unless it has been specifically designated and posted for this purpose or written permission has

been granted by the Board of Recreation Commissioners.

COMMERCIAL USES

24. No person shall engage in any commercial enterprises, including but not limited to the offering of services, soliciting, selling or peddling any liquids or edibles for human consumption, or to distribute circulars or to hawk, peddle, or vend any goods, ware, or merchandise within a County Park or Recreation Area, except as provided by written permission of the Board of Recreation Commissioners.
25. No person shall cut, carve, paint, mark, paste, or fasten on any tree, fence, wall, building, monument, or other object within a County Park or Recreation Area any bill, advertisement, or inscription. Nor shall any person distribute, cast, throw, or place any handbill, pamphlet, circular, advertisement, or notice of any kind within a County Park or Recreation Area.
26. No person shall tell fortunes, play at games of chance, or use any gambling device within a County Park or Recreation Area, except as provided by written permission of the Board of Recreation Commissioners.

VEHICLES. PARKING

27. No person shall use any portion of a County Park and Recreation Area for purpose of way, except drives, parking areas, roadways, paths, walks, and trails established for such purpose by the Board of Recreation Commissioners; and footpaths or walks established for pedestrian travel shall not be used for vehicular travel. The use of mopeds or motorized bikes shall be limited to roadways, drives, and parking areas as established and open to all other vehicular traffic.
28. No person shall drive or propel, or cause to be driven or propelled, along or over any road within a County Park or Recreation Area, any vehicle at a rate of speed greater than twenty-five (25) miles per hour or the limits as established by the Board of Recreation Commissioners and indicated by speed limit signs erected along the right-of-way.
29. No person shall drive or propel, or cause to be driven or propelled, along or over any road, parkway, drive, or parking area within a County Park or Recreation Area any motor vehicle in a careless manner or in a manner to endanger the life, limb, or property of pedestrians, or the drivers or occupants of other vehicles, or any other person within a County Park or Recreation Area. The motor vehicle operator and the motor vehicle operated within a County Park or Recreation Area shall be in compliance with New Jersey State Motor Vehicle License and Safety Laws.
30. No person shall park or store any motor car, motorcycle, bicycle, wagon, or other vehicle within a County Park or Recreation Area, except in areas designated and posted for such purpose. Parking areas and thoroughfares are limited to use by park patrons only and for the purpose of driving to park vehicles.

31. No person shall set or place or cause to be set or placed, any goods, wares, or merchandise or property of any kind as to obstruct travel within a County Park or Recreation Area.
32. No person shall enter any part of a County Park or Recreation Area or park roads with a commercial vehicle, except in the service of or by permission of the Board of Recreation Commissioners.
33. No person shall use park drives or parkways within a County Park or Recreation Area for the purpose of demonstrating any vehicle, or for the purpose of instructing another to drive or operate any vehicle, or for learning to drive or operate any vehicle.
34. The cleaning, waxing, or repairing of vehicles is not permitted within a County Park and Recreation Area.

HOURS OF OPERATION

35. No person shall, without permission from a park agent or officer, enter into, remain, or allow their vehicle to remain within a County Park or Recreation Area, except during the hours the Park or Recreation Area is open to the general public.

DISORDERLY PERSONS

- 36.1(a)
No person or group of persons shall engage in such loitering conduct as will clearly cause an immediate, actual physical violent reaction from any person or persons, which violent action will cause a threat to the peace and order of the public;
 - (b)
Nor shall any person or group of persons engage in such loitering conduct which shall disturb a person of ordinary sensibilities as to cause such a person to react immediately in such a way as to threaten by physical violence the peace and order of the public;
 - (c)
Nor shall any person or group of persons engage in such loitering conduct which obstructs free passage of pedestrians at, in or near any building, parking lot or vehicle, or the free passage of vehicles at, in or near any building, parking lot or vehicle;
 - (d)
Nor shall any person or group of persons engage in such loitering conduct which obstructs the free passage of persons at or near any walkway or pathway;
 - (e)
Nor shall any person or group of persons engage in such loitering conduct which will obstruct, molest, or interfere with any person lawfully in or enjoying the park.
- 36.2.
Where there is conduct violative of section (1) or any part thereof, there must, in addition, be a refusal by the persons engaged in such conduct to obey an order by any agents or officers of the Board of Recreation Commissioners to move on before a charge under these regulations may be prosecuted.

37. No person shall resist any agent or officer of the Board of Recreation Commissioners in the discharge of his duty, or fail or refuse to obey any lawful command of any such agent or officer, or in any way interfere with or hinder or prevent any such agent or officer from discharging his duty, or in any manner assist or give aid to any person in custody to escape or attempt to escape from custody, or rescue or attempt to rescue any person when in such custody.
38. No person shall falsely represent or impersonate any agent or officer or pretend to be an agent or officer of the Board of Recreation Commissioners.
39. No person shall harass, obstruct, molest, assault, or interfere with any person lawfully within a County Park or Recreation Area, or resist, obstruct, molest, assault, or interfere with any agent or officer of the Board of Recreation Commissioners.
40. No person shall remain within a County Park or Recreation Area who does not abide by conditions adopted and posted by the Board of Recreation Commissioners for the preservation of good order and the protection of property within a County Park or Recreation Area; and no person shall remain within a County Park or Recreation Area who does not abide by the instructions and directions of duly authorized officers or agents of the Board of Recreation Commissioners in the lawful performance of their duties. Any person directed by an agent or officer of the Board of Recreation Commissioners to leave a County Park or Recreation Area shall do so promptly and peaceably.
41. No person shall interfere with or in any manner hinder any agent or officer of the Board of Recreation Commissioners while engaged in constructing, repairing, or caring for any park property, or interfere with any improvements being made within or about a County Park or Recreation Area.
42. No person shall use threatening, abusive, boisterous, insulting, vulgar, wanton, or indecent language or gesture, nor shall any person engage in any violent, abusive, vulgar, wanton, or otherwise disorderly conduct tending to disturb the peace, or to disturb or annoy others, or to create a nuisance within a County Park or Recreation Area.
43. All persons visiting a County Park or Recreation Area and all participants in programs must dress in appropriate attire, which shall be determined at the discretion of the Monmouth County Board of Recreation Commissioners or its agent or officer.
44. No person shall possess any weapon capable of lethal use or of inflicting serious bodily injury within a County Park or Recreation Area except for use in areas open for hunting in accordance with the rules and guidelines governing same.

Employees of the Board of Recreation Commissioners are vested with police authority and empowered to make arrests for violations of County Park rules and regulations. Rules applying to special conditions or situations within an individual County Park or Recreation Area may be supplemental to the above. When special rules apply, they will be posted in the affected areas. These rules and regulations are promulgated in accordance with provisions of New Jersey

Revised Statutes Title 40, Chapter 12-6 which reads as follows:

The Board of Recreation Commissioners shall have full control over all lands, playgrounds and recreation places acquired or leased under the provisions of Sections 40:12-1 to 40:12-9 of this title and may adopt suitable Rules, Regulations and By-Laws for the use thereof, and the conduct of all persons while on or using the same, and any person who shall violate any of such Rules, Regulations, or By-Laws shall be deemed and adjudged to be a disorderly person.

Certification to Prevent Certain Convicted Sexual Offenders
Dorbrook Recreation Area

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 Dorbrook Recreation Area.
3. I will inform all those over the age of 18 who want to work at Dorbrook Recreation 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
(Please Print)

Legal Signature

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 Dorbrook Recreation Area 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.

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.:

Appendix B

SANTARY 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.

Appendix B

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 for the luncheonette.

The golf courses are open for play from March 4th to Course Closing, weather permitting. Bel-Aire Golf Course is open year round, weather permitting. The Golf Centers open for business one half hour prior to the first scheduled tee off time each day.

The Golf Course Management reserves the right to close a golf course at any time when conditions may cause injury to the golfers or damage to the golf course. This will include natural and man-made conditions.

2013 (Appendix C)

<u>1st Tee Off Time</u>	<u>Matinee Rate*</u>	<u>Super Twilight Shark River & Howell Park ONLY</u>	<u>Last Tee Off Time</u>
<u>March 4 to March 31</u>			
7:30 AM Weekdays	1:00 PM		5:30 PM
7:30 AM Weekends & Holidays	1:00 PM		5:30 PM
<u>April 1 to April 28</u>			
7:00 AM Weekdays	1:00 PM		6:00 PM
6:30 AM Weekends & Holidays	1:00 PM		6:00 PM
<u>April 29 to August 11</u>			
7:00 AM Weekdays	2:00 PM	5:30 PM	7:00 PM
6:00 AM Weekends & Holidays**	3:00 PM	5:30 PM	7:00 PM
<u>August 12 to September 8</u>			
7:00 AM Weekdays	2:00 PM	5:00 PM	6:30 PM
6:30 AM Weekends & Holidays**	3:00 PM	5:00 PM	6:30 PM
<u>September 9 to October 6</u>			
7:30 AM Weekdays	2:00 PM	4:00 PM	6:00 PM
7:00 AM Weekends & Holidays**	3:00 PM	4:00 PM	6:00 PM
<u>October 7 to November 3</u>			
8:00 AM Weekdays	1:00 PM		5:00 PM
7:30 AM Weekends & Holidays	1:00 PM		5:00 PM
<u>November 4 to Course Closing</u>			
8:00 AM Weekdays/ends & Holidays	1:00 PM		4:00 PM

Winter Hours

Last Tee Off Time

January 1 to Opening Day

9:00 AM Weekdays/ends & Holidays

3:30 PM

*Matinee Play:

PEAK SEASON April 29 - October 6:

Weekdays after 2 p.m.

Weekends after 3 p.m.

OFF-PEAK SEASON:

March 4 - April 28:

Any day after 1 p.m.

October 7 - Course Closing:

Any day after 1 p.m.

Fridays are considered weekend days for the first tee off time during Peak Season **ONLY - excludes Bel Aire and Pine Brook

Holidays Rates in effect on Good Friday, Memorial Day Observance, Independence Day Observance, Labor Day, & Thanksgiving

APPENDIX D

MANAGEMENT QUESTIONNAIRE

APPENDIX D

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.:

APPENDIX D

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.:

APPENDIX D

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. PARK: _____

YEAR 1 GROSS RECEIPTS

Luncheonette \$ _____

YEAR 2 GROSS RECEIPTS

Luncheonette \$ _____

TOTAL \$ _____

2. PARK: _____

YEAR 1 GROSS RECEIPTS

Luncheonette \$ _____

YEAR 2 GROSS RECEIPTS

Luncheonette \$ _____

TOTAL \$ _____

3. PARK: _____

YEAR 1 GROSS RECEIPTS

Luncheonette \$ _____

YEAR 2 GROSS RECEIPTS

Luncheonette \$ _____

TOTAL \$ _____

4. PARK: _____

YEAR 1 GROSS RECEIPTS

Luncheonette \$ _____

YEAR 2 GROSS RECEIPTS

Luncheonette \$ _____

TOTAL \$ _____

APPENDIX D

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 service operation.

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.

APPENDIX D

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.

APPENDIX D

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

APPENDIX D

SAMPLE MENU

Attach to this page a sample menu for the luncheonette.

BIDDER'S CHECKLIST

BID #: 0007-14

(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**

- X Proposal (Original) _____
- X Statement of Ownership _____
- X Non-Collusion Affidavit _____

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

- X Copy of the N.J. Business Registration Certificate for the bidder and
any designated subcontractors _____
- X EEO/Affirmative Action Compliance Notice _____
- X References / List of previous and/or active relevant work _____
- _____ Resume(s) _____

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 CONCESSION AT CHARLESTON SPRINGS GOLF COURSE
MILLSTONE TOWNSHIP, NEW JERSEY
FOR THE PERIOD OF MARCH 15, 2014 THROUGH DECEMBER 31, 2014.**

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 CONCESSION – CHARLESTON SPRINGS GOLF COURSE
(MINIMUM BID OF \$12,000.00 Annually)**

Concessionaire agrees to pay the Monmouth County Park System the annual sum 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 to be for a One (1) season period.

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: _____

SUBMITTED BY: _____
(Company Name)

PROPOSAL 2

**FOOD CONCESSION AT HOMINY HILL GOLF COURSE
COLTS NECK, NEW JERSEY
FOR THE PERIOD OF MARCH 15, 2014 THROUGH DECEMBER 31, 2014**

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 CONCESSION – HOMINY HILL GOLF COURSE
(MINIMUM BID OF \$7,500.00 Annually)**

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

\$_____ for the privilege of operating a Mobile Food and Beverage
Concession Cart at Hominy Hill Golf Course. Contract to be for One (1) season period.

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. _____

BUS. PHONE NO. # _____ FAX # _____

DATED _____

SUBMITTED BY: _____
(Company Name)

PROPOSAL 3

**FOOD CONCESSION AT HOWELL PARK GOLF COURSE
HOWELL, NEW JERSEY
FOR THE PERIOD OF MARCH 15, 2014 THROUGH DECEMBER 31, 2014**

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 CONCESSION – HOWELL PARK GOLF COURSE
(MINIMUM BID OF \$6,500.00 Annually)**

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

\$_____ for the privilege of operating a Mobile Food and Beverage
Concession Cart at Howell Park Golf Course. Contract to be for One (1) season period.

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. _____

BUS. PHONE NO. # _____ FAX # _____

DATED _____

SUBMITTED BY: _____
(Company Name)

PROPOSAL 4

**FOOD CONCESSION AT SEVEN PRESIDENTS OCEANFRONT PARK
LONG BRANCH, NEW JERSEY
FOR THE PERIOD OF MAY 1 - SEPTEMBER 30, 2014 and
MAY 1 - SEPTEMBER 30, 2015**

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 CONCESSION – SEVEN PRESIDENTS OCEANFRONT PARK
(MINIMUM BID OF \$25,000.00 Annually)**

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

\$ _____ for the privilege of operating an Over the Counter Food and Beverage and Novelty Concession. Contract to be for two (2) season period for a total contract amount of:

\$ _____.

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. _____

BUS. PHONE NO.# _____ FAX# _____

DATED _____

SUBMITTED BY: _____
(Company Name)

PROPOSAL 5

**FURNISHING OF A MOBILE CONCESSION VEHICLE AT THE
SPRAYGROUND/PLAYGROUND AT DORBROOK RECREATION AREA
(MAY 17, 2014 - SEPTEMBER 7, 2014 & MAY 16, 2015 – SEPTEMBER 6, 2015)**

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 specifications, and form of contract for furnishing the specified items and that he/she will execute the contract according to the specifications, terms, and conditions, with respect to the following:

FOR THE PRIVILEGES LISTED IN THE AGREEMENT, THE CONCESSIONAIRE AGREES TO PAY TO THE MONMOUTH COUNTY PARK SYSTEM, BOARD OF RECREATION COMMISSIONERS, THE SUM OF:

\$ _____ Annually (\$5,000 MINIMUM) X 2 Seasons =

\$ _____ Total Contract Amount (2 Seasons)

NOTE: N.J. TAX EXEMPTION NO: 69-0220842

VARIANCES IF ANY:

_____ a corporation
The undersigned is a partnership under the laws of the State of
_____ an individual

having principal offices at _____.

Concessionaire _____

Signature _____

Address _____

Business Phone No. _____ Fax No.# _____

Federal Tax ID# _____

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.

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: _____