

**City of Brigantine**

**Competitive Contracting Request for Proposals for**

**Coffee Vendor on City Beaches during the Summer Season**

Response Due: April 25, 2025

PROPOSAL SPECIFICATIONS FOR  
COFFEE VENDOR LICENSE  
AT THE BRIGANTINE CITY BEACHES

PROPOSAL DUE DATE:  
April 25, 2025 at 11AM

**NOTE:** ALL RESPONSES MUST BE SEALED AND RECEIVED AT THE MUNICIPAL BUILDING, CITY OF BRIGANTINE, 1417 W. BRIGANTINE AVENUE, BRIGANTINE, NJ 08203 AT THE OFFICE OF THE CITY CLERK BY 11:00 A.M. ON THE ABOVE DATE.

**AS USED IN THESE SPECIFICATIONS, THE TERM VENDOR SHALL ALSO INCLUDE THE TERM CONTRACTOR, VENDOR, SUCCESSFUL CANDIDATE, OR SUCCESSFUL BIDDER WHERE THE CONTEXT SO REQUIRES**

## NOTICE TO BIDDERS

Notice is hereby given that pursuant to the New Jersey Public Contracts Law, competitive proposal process, N.J.S.A. 40A:11-4.1 through 4.5, sealed proposals will be received by the Municipal Clerk of City of Brigantine, Atlantic County, New Jersey for a **Contract for the Sale of Coffee on the Brigantine City Beaches** opened and read in public at the Municipal Building, City of Brigantine 1417 W. Brigantine Avenue, Brigantine, NJ 08203 on April 25, 2025 at 11:00 AM prevailing time.

Proposal Specifications and Instructions may be inspected and obtained from 8:30 a.m. to 3:45 p.m., Monday thru Friday in the Purchasing Office, 1417 W. Brigantine Avenue, Brigantine, NJ 08203, or on the City of Brigantine website, <https://brigantinebeach.org/municipal/departments/purchasing/>.

Potential Vendors will be furnished with a copy of the Specifications by request. Proposals must be made on the standard forms in the manner designated in the Specifications, must be enclosed in sealed envelopes bearing the name and address of the Vendor, and the name of the work on the outside; addressed to City Clerk of the City of Brigantine.

It is expected that no outlay of municipal funds will be required for all start-up costs. The right is also reserved to reject any or all proposals or to waive any informalities where such informality is not detrimental to the best interest of the City of Brigantine.

The successful Vendor shall be required to comply with the following:

- A. Affirmative Action requirements (P.L. 1975, C.127, N.J.S.A. 10:5-1 et. seq.);
- B. The provisions of the **New Jersey Prevailing Wage Act** (N.J.S.A. 34:11-56.25 et. seq.) when considering any public work on the property;
- C. Anti-Kickback Regulations under Section 2 of the Act of June 13, 1934, known as the Copeland Act;
- D. Worker and Community Right-to-Know Act (N.J.S.A. 34:5A-1);
- E. The proposal must be accompanied by a list of names and addresses of all stockholders owning 10% or more of the stock in accordance with the provisions of the Public Disclosure Law (P.L. 1988, C.33, N.J.S.A. 52:25-24.2);
- F. Business Registration Act Registration;
- G. Public Contractors Registration Act, as necessary; and
- H. Addendum Acknowledgement.

**BY ORDER OF** the City Council of the City of Brigantine.

Christine Murray  
Acting Municipal Clerk

### **Proposal Intent**

The City of Brigantine (the “City”) is soliciting competitive sealed proposals from qualified firms/individuals (the “Vendor”) to sell coffee on City beaches during the summer season. The City intends to contract a firm that offers a full range of high-quality coffee offerings. The Vendor will be limited in product sales to not interfere with other City approved beach vendors.

### **Primary Objectives**

The City’s primary objectives in soliciting competitive contracting proposals are to:

- Select a highly qualified provider with expertise and experience in sale of coffee, preferably with a brick and mortar shop on the island; and
- Work with a Vendor that can operate without financial assistance from the City.

### **Contract Term**

Pursuant to N.J.S.A. 40A:11-4.2, the City intends to enter a contract with this Vendor for a maximum term of initial two (2) seasons from May 1, 2025 (or the time of award which is ever later) through September 30, 2026, with the City option for three (3) one-season renewals terms. A season is defined as May 1st through September 30<sup>th</sup> of each year.

### **Instructions to Potential Vendors**

This proposal (and any subsequent addenda) is being issued by the City. The City Purchasing Office is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this request and is the only office authorized to change, modify and clarify the provisions of this request. This proposal is let as a competitive contract pursuant to N.J.S.A. 40A:11-4.1 through 4.5 for contracted food services.

The City has established a review committee. The committee will be announced after receipt of the proposals.

In evaluating Vendor submissions, the committee will consider the following criteria:

- The organizational structure and financial capabilities of the Vendor;
- History and organizational strength of similar missions;
- Experience operating similar projects;
- Knowledge of New Jersey and Board of Health statutes, rules and regulations for permitting and licensing;
- Clarity and conciseness of the submittal;
- Overall demonstration of reliability of program operation, etc.; and
- Overall ability to operate as a Vendor for this project;

- Proposal price (minimum annual price: \$800.00).

Additional information regarding the evaluation process can be found throughout this proposal specification. A formal percentage breakdown will be provided to interested persons after the deadline for submissions.

The sole point of contact for issues regarding this specification is:

Al Stanley, Purchasing Department  
 (609) 266-7600 ext. 213  
 Astanley@brigantinebeachnj.com

**Request for Information**

Potential Vendors are expected to exercise their best professional independent judgment in analyzing the requirements of this specification to ascertain whether additional clarification is necessary or desirable before responding. If there are any discrepancies in or omissions to the request, or if there are any questions as to any information provided in the proposal request or by any other source, a request must be submitted in writing or electronically on company letterhead to the above contact on or before the date provided.

**ALL REQUESTS FOR INFORMATION MUST BE IN WRITING OR VIA ELECTRONIC COMMUNICATION. THE CITY WILL NOT DISCUSS ASPECTS OF THIS PROJECT OVER THE PHONE.**

Questions received after April 18, 2025 may not be considered or receive a written response. If questions prompt the need for changes to the specification, the City will issue a written addendum to the original specification.

Any Q & A information and/or written addendums issued by the City shall be available for interested Vendors within three (3) working days following the above-referenced deadline.

**Dates**

Vendors interested in submitting responses to this competitive contract should do so according to the following schedule. A Vendor may be disqualified from further consideration for failing to adhere to the dates and times for performance specified herein.

<b>EVENT</b>	<b>DATE/TIME</b>
Proposal Advertisement	April 8, 2025
Deadline for inquiries	April 18, 2025
Proposal due date	April 25, 2025 at 11:00 a.m.
Evaluation committee meetings	April 25, 2025
Anticipated award	May 7, 2025

Note: the above dates are subject to change at the sole discretion of the City upon proper notice when required.

### Proposal Submission Instructions

Original and Copies. Vendors shall submit one (1) signed original hard copy and one (1) identical copy of the proposal and required documentation.

Delivery. Proposal should be marked as noted above and shipped or hand delivered to:

Christine Murray, Acting City Clerk  
City of Brigantine  
1417 West Brigantine Avenue  
Brigantine, New Jersey 08203

Proposals received after the due date and time indicated above will not be accepted.

Addenda to Specification. If necessary, supplemental information in addenda form will be provided to all prospective Vendors who have received the original proposal request. The City shall not be responsible for failure of any Vendor to receive such addenda. All addenda so issued shall become part of this request. Addenda will be in writing and will only be issued by the City Purchasing Office. Addenda will be identified as such and will be sent via email, fax or mail to all Vendors. Addenda withdrawing this proposal request or postponing a deadline may be issued any time prior to the submission deadline.

Each Vendor shall be responsible for ascertaining, prior to submitting a proposal, that it has received all issued addenda.

### Response Costs

All costs incurred in preparation and submission of proposal submission and related documentation will be borne by the Vendor and not by the City.

### Disclosure of Records and Confidentiality of Information

All information submitted as part of this proposal must be open to public inspection except items marked as trade secrets and considered trade secrets under the Open Public Records Act. Should a request be made for public information that has been designated confidential by the Vendor and on that basis the City denies release, the Vendor will be responsible for all legal costs necessary to defend such action if the denial is challenged in court or before the Government Records Council. Assume your submission is a public record subject to release.

### Proposal Modification or Withdrawals

Prior to the proposal receipt date, a submitted proposal may be modified or withdrawn by notice to the City at the location designated for receipt of proposals. Such notice shall be in writing

and in order to be effective, must be received on or before the applicable submission deadline. A withdrawn proposal may be resubmitted up to the proposal opening date and time, provided that it then fully complies with the requirements of this proposal request.

### **Accuracy of Information**

Neither the City, nor any of its officers, agents, or employees, shall be responsible for the accuracy of any information provided to any Vendor as part of this proposal request. All Vendors are encouraged to independently verify the accuracy of any information provided. The use of any of this information in the preparation of a submission is at the sole risk of the Vendor.

### **Joint or Partnering Proposals**

A joint proposal, submitted by two or more Vendors proposing to participate jointly in performance of proposed work may be submitted. To be considered responsive, any such joint proposal must respond to all the requirements of this proposal request. However, a single Vendor must be clearly identified as the "Primary Vendor" who will assume primary responsibility for performance of all other joint Vendors and all subcontracts to every level. The primary Vendors must identify themselves as such and submit the proposal under their company name and signature. If a contract is awarded in response to a joint proposal, the Vendor must execute the contract and all partner Vendors must verify in writing that the primary Vendor is authorized to represent them in all matters relating to the contract. The City assumes no responsibility or obligation for the division of orders or purchases among joint contractors.

### **N.J.S.A. Title 40A:11-4.1 through 4.5 / Contract Law Compliance**

Vendors are required to comply with the requirements of State of New Jersey Public Contracts Law and no Vendor may withdraw or modify its proposal for sixty (60) days after the actual date of proposal opening. All proposal security, except for the security of the three apparent low Vendors, shall, if requested, be returned after ten days from the opening of the proposal. Proposals of such Vendors will be considered withdrawn. Contracts under this proposal will obligate contractors and subcontractors to:

- A. Comply with equal opportunity laws as required by N.J.S.A. §10:5-31 *et seq.*;
- B. Pay prevailing wages as required by N.J.S.A. § 34: 11-56(a) *et seq.* when necessary;
- C. Comply with affirmative action laws as required by P.L.1975C.127 (N.J.A.C. 17:27);
- D. Comply with New Jersey Business Registration Laws as required by P.L. 2004, c.57;
- E. Supply a New Jersey Department of Labor Public Works Contractor Registration; Certificate for all contractors and subcontractors, when necessary; and
- F. Comply with any and all successors, amendments, or additions to the above.

## **Terms and Conditions**

### Terms and Conditions/Form of License

The contents of this proposal request, proposal request addenda, and the proposal response from the successful Vendor shall be incorporated into the final contract as appropriate.

### **City's Right to Reject or Modify**

Selection of a proposal may not mean that all aspects of the proposal are acceptable to the City. The City reserves the right to negotiate the modification of the proposal terms and conditions after the award of the Project and prior to the execution of a contract, to ensure a satisfactory procurement. The City will not negotiate with any potential Vendor during the proposal submission and review process. Any Vendor attempt to negotiate will be considered an unlawful act and subject the Vendor to a rejection of their proposal.

### **Terms Included and Order of Precedence**

In submitting a response to this proposal request, Vendor acknowledges that this proposal request, including all appendices and attachments, and including service, financial and program specifications and terms and conditions may be incorporated in any award issued in response to this proposal request. However, in the event of any conflict between the proposal request and the proposal submission, the terms of this proposal request shall control and govern any matter set forth therein that is not explicitly modified, added, or deleted by the provisions of the subsequent written License(s) between the parties.

### **Conflict of Interest**

The Vendor agrees not to hire any officer or employee of the City to perform any service covered by this Project.

The Vendor affirms that to the best of its knowledge there exists no actual or potential conflict between Vendor's family, business, or financial interest and the service provided under this proposal request, and in the event of change in either private interests or service under this project, any question regarding possible conflict of interest which may arise as a result of such change will be raised with the City. The Vendor shall not be in a reporting relationship to a City employee who is a relative, nor shall the relative be in a decision-making position with respect to the Vendor.

### **Ethics**

Vendors will exercise extreme care and due diligence to prevent any action or conditions which could result in conflict with the best interest of the City throughout the term of any License resulting from this proposal request. The Vendor will not accept any employment or engage in any work which creates a conflict of interest with the City or in any way compromises the work to be performed under this proposal request or any License resulting from this proposal request. Vendors and its employees will not offer gifts, entertainment, payment, loans, or other gratuities or



consideration to City employees, their families, other suppliers, subcontractors, or other third parties for the purpose of influencing such persons to act contrary to the City's interest or for personal gain. Vendors will immediately notify the City of any and all such violations of this clause upon becoming aware of such violations.

### **Proprietary Information**

Any restrictions on the use of data contained in a proposal must be clearly stated in the proposal itself. Proprietary information submitted in response to proposal request will be handled in accordance with the Open Public Records Act. Should a request be made for public information that has been designated confidential by the Vendor and on that basis the City denies release, the Vendor will be responsible for all legal costs necessary to defend such action if the denial is challenged in court or before the Government Records Council.

### **OSHA Requirement**

Successful Vendor warrants and represents that any equipment shall conform to all applicable standards and requirements of the New Jersey Occupational Safety and Health Act.

### **Insurance Requirements**

Upon contract award, successful Vendor(s) shall furnish a certificate of insurance acceptable to the City. All certificates shall name City of Brigantine as an additional insured. The certificate must be submitted to the City prior to Contract Award. The successful Vendor shall, during the term hereof, obtain, maintain, and keep in full force and effect, with City named as additional insured, Commercial General Liability insurance applying to the use and operation of the Project, and the operations of the successful Vendor on the City's premises in the following amounts:

- (i) Commercial General Liability  
Limits: 3,000,000 General Aggregate  
1,000,000 Products & Completed Operations Aggregate  
1,000,000 Each occurrence  
1,000,000 Personal Injury (Advertising Injury excluded)  
50,000 Fire Damage, Any One Fire  
5,000 Medical Payments, Each Person
  
- (ii) Excess Liability  
Limits: 5,000,000 Aggregate

### **Indemnification**

Successful bidder will indemnify and hold harmless the City from all claims, suits or actions and damages or costs of every name and description to which the City may be subjected or put by reason of injury to the person or property of another, or the property of the City, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this License.

### **Site Inspection**

Each Vendor shall, before submitting its proposal, carefully study the components of the proposal documents and compare them with the work for which the proposal is submitted; shall examine the sites, the conditions under which the work is to be performed, and the local conditions; and shall at once report to the City errors, inconsistencies, or ambiguities discovered. Successful Vendor waives any claim arising from any errors, inconsistencies, or ambiguities that Vendor, its subcontractors, or Vendors, or any person or entity under Vendor on the contract became aware of, or reasonably should have become aware of, prior to Vendor's submission of its proposal.

### **Acceptance and Exceptions**

Please indicate any exceptions to the proposal request documents, including all exhibits. Also, please confirm acceptance of all remaining portions of the proposal request including all exhibits not identified as an exception.

Please indicate any known City employees or near relatives that own or control more than a ten percent (10%) interest in Vendor's organization. If there are none, provide a writing on letterhead to that effect.

### **Proposal Evaluation Method**

Proposals that are administratively responsive will be evaluated using a two-step evaluation method. Proposals will be evaluated based on their technical specifications. Proposals will be further evaluated based on financial and experience information.

### **Selection of Finalists/Finalist Evaluations**

Should two or more proposals rank closely enough to warrant further evaluation, the City reserves the right to conduct finalist evaluations. If so, Vendors identified as finalists will be invited to undergo further evaluation. If the finalists express an interest in continuing to participate in the evaluation process, finalists may be invited to present their proposal as part of the final evaluation process. Vendor

### **Vendor Reference Checks**

Notwithstanding the application process, the City reserves the right to contact, interview and evaluate the Vendor's references; contact any Vendor to clarify any response; contact and interview any current users of a Vendor's services; solicit information from any available source concerning any aspect of a response; and seek and review any other information deemed pertinent to the evaluation process.

## SCOPE

### General Overview

It is the City's intent to contract with a coffee Vendor to provide a variety of high quality coffee beverages for sale to the public on City beaches.

Such services shall include furnishing hot and cold coffee beverages that are popular with the general public. Vendor shall operate on City beaches from Memorial Day weekend through September 30 each year.

Vendor shall include a marketing strategy to promote to beach patrons the coffee offerings. However, Vendor shall not display any signage on or near beach entrances. Vendors must use digital marketing, including, but limited to, marketing on Instagram, Meta, and X, as well as via newspaper ads.

No sales shall occur in the dunes or within twenty (20) feet of the dunes.

NOTE: The following information is presented for proposal information purposes and applies to the beach location listed above:

A. Dates of Operation: "Summer Season" is May 1<sup>st</sup> through September 30<sup>th</sup> each year.

B. Hours of Operation: "Summer Season Hours" are 10:00 a.m. to 5:30 p.m.

C. Off season and off hours: No sales permitted.

D. Financial Arrangement and Other Fees.

License. For the right to sell the Vendor shall provide a bid for the License with a minimum annual fee of \$800.00

### Bid Security

The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bidding documents:

A.  BID MINIMUM

Bidder shall submit a bid of a minimum of eight hundred dollars (\$800).

B.  BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of 10% of the bid, not in excess of \$20,000.00, payable unconditionally to the City. When submitting a Bid Bond, it shall contain Power of Attorney for the full amount of the Bid and bond

from a surety company authorized to do business in the State of New Jersey and acceptable to the City Solicitor. The check or bond of the unsuccessful Vendors shall be returned as prescribed by law. The check or bond of the bidder to whom the License is awarded shall be retained until an License agreement is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into an License pursuant to N.J.S.A. 40A: 11-21.

### **Preparation of Bids**

- A. The City is exempt from any local, state or federal sales use or excise tax. Vendor shall be responsible for applicable taxes on employees and sales.
- B. Successful bidder shall be responsible for obtaining any applicable permits or Licenses from any government entity that has jurisdiction to require the same, including, but not limited to, the Board of Health. All bids submitted shall include this cost in the bid price License.
- C. Submission of a bid, proposal or other offer or submission constitutes the Vendor's License agreement to all of the terms, conditions and provisions of the bid or proposal package, or other solicitation documents. In addition, submission of a proposal constitutes a waiver of any claim to confidentiality, or any protest based on such a claim. By the submission of any proposal, the Vendor represents that the matters stated therein are true and correct.

### **Required Bidder Qualifications**

All Vendors shall demonstrate the following minimum qualifications and shall submit a certification setting forth their qualifications with their Bids. Vendors shall provide the City with necessary authorizations to confirm qualifications prior to the award of the License.

### **General Details**

- A. Statement of the Vendor's qualifications and detail your experience providing the type of services requested herein. Include a general overview and history of your company, number of years in business, number of employees, location of your business headquarters, type of business, names of the firm's chief officers, and where you do business.
- B. Identify proposed senior staff members who would be involved in providing the services requested herein and submit statements or resumes detailing their qualifications. Include the name and resume of the individual or individuals who would manage and supervise the operation and describe the extent of their daily involvement with the actual operation of the beverage sales.
- C. Provide at least three (3) references, with dates of performance, customer name, contact person, and telephone number(s). By providing such references you agree that neither the City nor the clients referenced shall have any liability regarding the provision of such references or the City's use of such references in making selections under this request for proposal.

- D. Is your company currently involved in arbitration and/or litigation for any reason? If so, please elaborate.
- E. Has your company, companies affiliated with your company, principal partners, or any company affiliated with the principal partners of your company, ever filed for reorganization or bankruptcy? If so, please provide dates and resolution.

### **Specific Experience Recommended**

- 1) **Vendor Experience.** A minimum of two (2) years in the hospitality and food service field operating a brick and mortar location selling fresh coffee. Preference in scoring will be given to Brigantine-based locations.
- 2) **Additional Required Information.**
  - (a) Vendors shall provide specific information setting forth:
    - i. A list of client references for similar catering/food service operations.

The City reserves the right to reject any and all Vendors who do not meet the minimum bidder qualifications or contain omissions, inaccuracies or misstatements or, in the alternative to negatively score all deficiencies during the evaluation process.

### **Proposed Approach to the Project**

Provide all of the following:

- A. A general statement of your understanding of the project.
- B. A description of your proposed approach to project scope of services that includes each of the following:
  1. A detailed description of the services and type of serving arrangement which the Vendor proposes to provide. (Example: sale from a cart, stand, truck, etc.)
  2. An overview of the type of coffee beverages which will be offered for sale including a sample menu which includes proposed pricing for all beverage items.
  3. A written statement describing your customer service approach and your intent to seek customer feedback to ensure customer satisfaction.
  4. A statement concerning the acceptance of credit cards for services.
  5. Describe the marketing plan/strategy you intend to use.

- C. A written statement on whether you will use a vehicle in connection with providing the services requested herein. If you intend to use a vehicle in connection with such services, also state whether you will be able to provide the vehicle insurance.
- D. Describe the type of cups or container that will be used with sales and whether you will imprint Brigantine's "Leave Only Footprints" logo on your cups.

**Other Required Information**

- A. Interest in sustainability, recycling, and other environmental matters. The City has an interest in measures used by its suppliers to ensure sustainable operations with minimal adverse impact on the environment. Please state whether your company has a formal sustainability program or policy and, if so, please attach a copy to your proposal. Any sustainability program should address recycling, re-use of materials, and reduction of waste. Please list measures such as alternative fuel vehicles, recycling measures, and energy reduction measures used in your operation.
- B. Electronic payment. The City would like to find out whether Vendors can submit electronic payments and remittance advices. Please provide information relating to: (1) your ability to submit electronic payments and remittance advices and (2) your policy, if any, regarding electronic payments.
- C. City Ethics Requirement. Include the following two paragraphs in your proposal and then add your own written acknowledgement that you have read the paragraphs and agree to comply with their terms.

**REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES**

The Vendor represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an License agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance.

Pursuant to the foregoing, it is the City's policy that City employees are prohibited from personally accepting gifts, incentives, and marketing or promotional items from suppliers and that suppliers shall not offer such items to City employees. Such offers from suppliers are inappropriate and may result in suspension or debarment of the supplier from the City's procurement processes.

## **Additional Vendor's Information**

Although the License shall be awarded based the evaluation criteria, Vendors should feel free to offer supplemental written information with respect to the required qualifications.

## **TERMS OF THE LICENSE**

### **I. GENERAL TERMS:**

A. It is the City's intent that this License will be effective on May 1, 2025 or the date of award, whichever is later, and will run until September 30, 2026. It is specifically understood and agreed that such items relative to beverage service which are not addressed herein which may from time to time be added or excluded from this License shall be added or excluded without voiding in any manner the provisions of this License. Such additional or deleted coverage shall be furnished to the City by the Vendor with such additional consideration as is necessary to make it legal and enforceable. Unless renewed, the License shall terminate at the end of its term. Vendor may not sell, assign, sublease or transfer its interest in the License in any way without the prior written approval of the City.

B. Any dispute which cannot be resolved between the City Manager and the Vendor regarding quality of service, and only disputes regarding quality of the service, shall be submitted to a mediator at the election of either party. Questions of law are not subject to mediation. Disputes shall be mediated by an approved mediator. Each party to the License may submit three (3) names of candidate mediators and the final mediator will be selected from the submitted names and mutually agreed by the parties. Cost of mediation, if any, shall be borne equally by the City and the Vendor. Any other dispute except those subject to mediation, which cannot be resolved by the City Manager and the Vendor, shall be mediated by the City Council. Any such required decision by the Council shall be final and binding on all parties.

C. The Vendor shall maintain during the term of this License all insurance requirements as set forth in this specification.

D. The Vendor shall save harmless, defend and indemnify the City against any and all liability claims and cost of defense of whatever kind and nature for injury to or death of any person or persons, for loss of property or damage to any property at the Brigantine City beaches or otherwise occurring in connection with or in any way incidental to or arising out of service, operations or performance of work in connection with this License, resulting in whole or in part from the negligent acts or omissions of the Vendor, its employees, agents or representatives including, but not limited to, any action involving the sale and/or consumption of alcoholic beverages.

E. The Vendor shall not hold the City responsible for loss of money or product resulting from vandalism, death or any other peril. In addition, the Vendor shall not penalize the City for any losses incurred and related to this License.

F. Insurance certificates indicating the required minimum coverage shall be issued prior to the commencement of this License to the City Clerk and shall be subject to review and approval by the City Solicitor.

G. The Vendor shall be financially responsible for obtaining all required permits, Licenses, and bonds or other security to comply with pertinent City, county, state and federal laws and assume liability for all applicable taxes including but not restricted to sales and beverage.

H. The Vendor shall furnish all beverages herein specified and all management and labor necessary for efficient nutritional, sanitary and ecologically sound operation of the beverage service included in this License.

I. With regard to the equipment from which the coffee will be sold, the City and the Board of Health shall have the right to the inspection of all areas operated by the Vendor with respect to the quality and quantity of beverage service, the method of service, opening and closing hours and generally with respect to the use, safety, sanitation and the maintenance of said equipment, all of which shall be maintained at a level satisfactory to the City. The Vendor shall have an obligation to operate in a manner consistent with generally accepted operation procedures. The Vendor shall cooperate with the City to maintain comparable and competitive standards of service, beverage quality, menu variety, and prices, as the case may be, with that available in the coffee shops. At any time when it can be determined by the City that any of the services can be better performed in the best interest of the City or its clientele in an improved manner, they may become part of the Vendor's responsibility and amended to this License by mutual License agreement.

J. No sign, advertisement or notice shall be affixed to, erected, placed upon or painted on any part of the City beaches by the Vendor or anyone acting under Vendor without the express written consent of City. Vendor shall attach signage to the sides of the vending cart from which that coffee is served.

K. Vendor recognizes that this License will be awarded for: (1) mobile coffee shop on beaches. The License shall be for a term of two (2) seasons with an option for three (3) one-season extensions.

## **II. LICENSE TERMINATION:**

A. The City may terminate this License for neglect as determined by the City which shall consider such items as insufficient insurance coverage, failure to provide required periodic statements or payments due the City as provided for in these specifications, failure to enforce required standards or sanitation, failure to keep wage payments to employees current, or quality of services or preparation of beverage subjectively unacceptable to the City. This may include any cessation or diminution of service, including but not limited to, failure to maintain adequate personnel, whether arising from labor disputes or otherwise, any substantial change in ownership or proprietorship of the Vendor which, in the opinion of the City, is not in its best interest or failure to comply with the terms of this License. This may also include a failure by Vendor, in the opinion and reasonable determination of the City, to respond adequately to concerns and/or issues raised by the City with regard to Vendor's performance in fulfilling its obligations under the License and in



serving the patrons. The City Council shall be the final judge of performance for the purposes of this section of the License. The Vendor, however, shall not be deemed to have waived its rights by law to any remedy to which it may be entitled, including but not limited to, appeal from final action of the Council by complaint in lieu of prerogative writ or otherwise.

B. The City shall provide ten (10) calendar days' written notice of License neglect and unless within that period such neglect has ceased and arrangements made to correct, the City may terminate by giving no less than ten (10) days' notice in writing, by certified mail, registered mail or overnight delivery, of its intention to cancel this License, except for general end of term.

B. Other events of Default.

The occurrence of any one or more of the following events shall constitute an "event of default":

1. Vendor suspends the transaction of its usual business.
2. Vendor fails to open beverage sales at the City beaches within five (5) days of the annual opening date for the summer season, subject to reasonable extensions approved by the City.
3. Vendor closes the sale of beverages for any period in excess of three (3) days during the summer season described herein.

C. Remedies of default:

- 1) Upon the occurrence of any event of default which remains uncured after notification as provided for elsewhere in this License, the City shall have the right to terminate this License. If this License is terminated by the City as described herein, such termination shall extinguish the rights of Vendor provided for in this License including all rights relating to the then current season and all subsequent seasons and all available options under the License.

## **VIII. NOTICES:**

All notices as required herein or otherwise to the City shall be addressed to the City Manager, 1417 W. Brigantine Avenue, Brigantine, New Jersey 08203. All notices to the Vendor as required herein or otherwise shall be addressed to it at its address at the time of the Bid.

**IX. LAWS APPLICABLE:**

This License shall be construed under the laws of the State of New Jersey.

**X. RIGHT TO DO BUSINESS:**

This License is entered into by the Vendor on the express warranty and representation that the City owns the beaches and has the authority to enter into this License.

Exhibit A

License to be negotiated at Review of Proposals and Award

**EXHIBIT "B"**  
**SAMPLE SCHEDULE OF FEES**  
**COFFEE VENDOR ON BRIGANTINE CITY BEACHES**

**I. FEES**

- A. Commencing upon award and execution of the contract, Vendor shall pay the City the License fee by the fifteenth day of each March.

Annual License fees shall be submitted to:  
City of Brigantine  
1417 Brigantine Ave.  
Brigantine, NJ 08203

**BID DOCUMENT CHECKLIST\***

<b>Required by owner</b>	<b>Submission Requirement</b>	<b>Initial each required entry and if required submit the item</b>
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	
<input checked="" type="checkbox"/>	Disclosure of Investment in Iran	
<input checked="" type="checkbox"/>	Bid Proposal Form	
<input checked="" type="checkbox"/>	Bid Documents with Required RFP Information	
<input checked="" type="checkbox"/>	References	
<input checked="" type="checkbox"/>	Copy of W-9	
<input checked="" type="checkbox"/>	Proof of Business Registration	
<input checked="" type="checkbox"/>	Addenda Form (if any are issued)	

**ATTACHMENT 1**  
**Proposal Response Cover Sheet**  
**Proposal for Coffee Beverage Sales at**  
**The Brigantine Beaches**

**Use this address for US Postal Service or Express courier:**

To: City of Brigantine  
Attn: City Clerk  
1417 West Brigantine Ave.  
Brigantine, NJ 08203

The undersigned, having carefully read and considered the Request for Proposal to provide coffee services at the Brigantine City beaches, does hereby offer to perform such services on behalf of the City, in the manner described and subject to the terms and conditions set forth in the attached proposal. Services will be performed at the rates set forth in said proposal.

**VENDOR**

Company Name: \_\_\_\_\_

Doing business as: ( ) an individual ( ) a partnership ( ) a corporation ( ) a limited liability company (mark appropriate box), duly organized under the laws of the State of \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature of authorized representative) (Please Print or Type Name)

Principal Office Address:

Street Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

**COFFEE SALE LICENSE PRICE**

**TWO SEASON TERM WITH AN OPTION FOR THREE ONE-SEASON RENEWALS**

**May 1, 2025 (or as soon as may be awarded, whichever is later) through September 30, 2026**

	Annual Payment	
License Payment (written)		License Payment (numeric)
<b>(Minimum \$800 per season. Write the monthly amount, not the annual)</b>		
2025 _____		\$ _____
2026 _____		\$ _____
If Renewed by the City:		
2027 _____		\$ _____
2028 _____		\$ _____
2029 _____		\$ _____

NAME OF VENDOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**STOCKHOLDER DISCLOSURE CERTIFICATION**  
**N.J.S.A 52:25-24.2 (P.L. 1977 c33)**

Failure of the bidder/respondent to submit the required information is cause for automatic rejection

**Legal Name of Bidder:** \_\_\_\_\_

- 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.
- 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

Complete if the bidder/respondent is one of the 3 types of Corporations:

Date Incorporated: \_\_\_\_\_ Where Incorporated: \_\_\_\_\_

Business Address:

Street Address	City	State	Zip
Telephone #		Fax #	

Listed below are the names and addresses of all stockholders, partners or individuals who own ten (10) percent or more of its stock of any classes, or who owns ten (10) percent or greater interest therein. Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Address: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Address: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (Affiant)

(Notary Public)

\_\_\_\_\_  
 (Print name & title of affiant)

My Commission expires:

(Corporate Seal)



**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ :  
 :SS  
COUNTY OF \_\_\_\_\_ :

I, \_\_\_\_\_ of the City of \_\_\_\_\_ in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ being duly sworn according to the law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_

The bidder making the Bid herein submitted, and that I executed the said Bid with full authority so to do; that the said bidder has not, directly or indirectly, entered into any License, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the City of Brigantine advertised solicitation of bids and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the City of Brigantine relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the License for the said purchase.

Sworn and Subscribed before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Officer's Signature

Notary Public of  
My commission expires



# DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY  
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

### CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

**OR**

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities  
Relationship to Vendor/ Bidder  
Description of Activities


Duration of Engagement  
Anticipated Cessation Date

*\*Attach Additional Sheets If Necessary.*

### CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Print Name and Title

**References:**

Bidder shall list clients for which the bidder has provided similar products/services:

Contact Name, Title and Phone Number	Municipality Name and Address	License Description	Amount of License	Date
--	-------------------------------------	---------------------	----------------------	------

**CITY OF BRIGANTINE, NEW JERSEY  
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/respondents are required to submit evidence of appropriate affirmative action compliance to the City and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the City files to determine whether the affirmative action evidence has been submitted by the Vendor/contractor. Specifically, each Vendor/contractor shall submit to the City, 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 City 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 photo static 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 City 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 photo static copy of such approval.**

3. The successful Vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the City. 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](http://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: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF BRIGANTINE, NEW JERSEY**  
**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-36 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27 et seq.**  
**Goods, Professional Service and General Service Contracts**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining License, a notice, to be provided by the agency contracting officer advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A.10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted city employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
(CONTINUED)

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; and

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Submitted by: \_\_\_\_\_  
(Name of the Firm)

Name: \_\_\_\_\_  
(Please print or Type)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF BRIGANTINE, NEW JERSEY**

**AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability**

The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

**STATE OF NEW JERSEY**  
**BUSINESS REGISTRATION CERTIFICATE**  
**FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS**

DEPARTMENT OF TREASURY  
 DIVISION OF REVENUE  
 PO BOX 252  
 TRENTON, N.J. 08646-0252

TAXPAYER NAME: **TAX REGISTRATION TEST ACCOUNT**

TAXPAYER IDENTIFICATION#: **970-097-382/500**

ADDRESS: **847 ROEBLING AVE  
 TRENTON NJ 08611**

EFFECTIVE DATE: **01/01/01**

FORM-BRC(08-01)


TRADE NAME: **CLIENT REGISTRATION**

SEQUENCE NUMBER: **0107330**

ISSUANCE DATE: **07/14/04**

*J.P. S. Tully*  
 Act. Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

  
**STATE OF NEW JERSEY**  
**BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** TAX REG TEST ACCOUNT

**Trade Name:**

**Address:** 847 ROEBLING AVE  
 TRENTON, NJ 08611

**Certificate Number:** 1093907

**Date of Issuance:** October 14, 2004

**For Office Use Only:**  
 20041014112823533



### Authorization for Background Check

Name:			Date of Birth:
Address:	City:	State:	Zip Code:
Telephone #:			Social Security #:

By my signature below, I hereby authorize any representative of the City of Brigantine Police Department, access and release of all Federal, State, and Local records pertaining to my Criminal History. I also agree to a Motor Vehicle Records Check and submittal to being fingerprinted and photographed by the Identification Bureau.

I understand that the information release is for official use by the City only, to determine my suitability to work within the confines of the City of Brigantine.

I hereby release you, your organization, and all others from liability or damages that may result from furnishing the information requested, including any liability or damage pursuant to any state or federal laws.

I understand my rights under Title 5, United States Code, Section 552a, the Privacy act of 1974, with regard to access and to disclosure of records, and I waive those rights with the understanding that information furnished will be used in accordance with City procedures.

You must present two forms of personal identification from the list below. One form must have your photograph on the identification. Approved identifications are:

- Your Drivers License
- Your Social Security Card
- Your Birth Certificate
- Your Passport

Signature:	Date:
------------	-------

**CHECK WITH CITY**

**Applicant**

A copy of your driver's License and Social Security card will be made upon completion of this form.

Today's Date: \_\_\_\_\_ Home Phone: ( ) \_\_\_\_\_ - \_\_\_\_\_

Name: \_\_\_\_\_ Cell Phone: ( ) \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

Birth Place: \_\_\_\_\_ D.O.B.: \_\_\_\_\_

Social Security #: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Driver's License #: \_\_\_\_\_

Position Applied For: \_\_\_\_\_ Name of Company Applying with: \_\_\_\_\_

Sex: \_\_\_\_ Race: \_\_\_\_ Height: \_\_\_\_ Weight: \_\_\_\_ Hair Color: \_\_\_\_ Eye Color: \_\_\_\_

Marital Status: \_\_\_\_\_

Current Employer: \_\_\_\_\_ Unemployed: \_\_\_\_\_

Current Employer Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

SBI: \_\_ FBI: \_\_\_\_ NCIC: \_\_\_\_ ATS: \_\_ ACS: \_\_\_\_ PIP: \_\_\_\_ PROM/GRV: \_\_\_\_\_

CO CORR: \_\_\_\_ BCI: \_\_\_\_\_ DMV (Police Only) : \_\_\_\_\_ **APPROVED BY:** \_\_\_\_\_

**ID OFFICER:** \_\_\_\_\_

## City of Brigantine

### Acknowledgment of Receipt of Addenda

The undersigned bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Date</u>	<u>Acknowledge Receipt</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_