

City of Brigantine
Requests for Proposals
Information and Requirements
Operation and Management of the Food & Beverage
Concession at the Brigantine Golf Links

I. Objective

The City of Brigantine (the “City”) is soliciting competitive sealed proposals from qualified firms/individuals to provide food and beverage concessionaire services at the Brigantine Golf Links. Services shall include daily food and beverage service, as well as food and beverage services for tournaments and non-golf group events. The City intends to contract a firm that offer a full range of high-quality food and beverage services.

1. The City reserves the right to reject any or all proposals received in response to this RFP and may re-advertise for new proposals.
2. This RFP solicitation is designed to provide interested parties with general information and City preference in order to submit proposals to meet minimum requirements, but is not intended to limit a proposal’s content or exclude any relevant or essential data there from. Interested parties submitting proposals to this solicitation are encouraged to expand upon the specifications to demonstrate service capability.

II. Background

It is the City’s intent to contract with a Concessionaire for a year-round restaurant operation at the Brigantine Golf Links clubhouse to provide a variety of high-quality food and beverages for sale to the public. Such services shall include furnishing café-style food and beverage menu items that are popular with golfers and the general public. Café-style foods are described as hot and cold fast foods (i.e. sandwiches, hamburgers, hot dogs, french fries, fruits, vegetables and other similar light meal items), snack foods (i.e. chips, candy bars, energy bars, sunflower seeds and other pre-packaged goods) and fountain soft drinks and related beverages. Services shall also include beer service and sales, subject to the restrictions of any applicable state or local statutes presently enacted, or which may be enacted in the future. In addition to café-style food service and items, the selected Concessionaire shall provide

banquet services for special events such as tournaments, banquets, corporate events, private parties, business luncheons, breakfasts and other social gatherings. Such services should offer a variety of high-quality, full-course and light-course meals that include preparation, service, clean up, etc. Tournament food services shall be coordinated with the City.

Concessionaire shall operate the on-course food and beverage house, and provide snack and beverage cart service during league and group events scheduled at any time during the year. If the Concessionaire closes during the Off-Season months (November 1 to February 28 (or 29)), the Concessionaire shall still operate on-course food and beverage house and provide snack and beverage cart services during league and group events with advanced notice provided by the City or the City's management. Concessionaire is expected to coordinate snack and beverage cart services with City and/or City's management agent on a daily basis to determine if services are needed to ensure consistency and quality service to golfers and the public.

Generally, during the Golf Season of March 1 through October 31, Concessionaire shall operate the café with full services from dawn until dusk, opening no later than the first scheduled tee time, and any exception to such hours of operations must be approved by the General Manager or his designee. Concessionaire may operate the café during the Off-Season months, November 1 through February 28 (or 29). If Concessionaire does not operate the café during the Off-Season, City shall have the right to provide food and beverage services from the Pro Shop and shall retain all revenue from such operation. Concessionaire is expected to communicate with the City on a daily basis to determine appropriate hours of operation to ensure consistency and quality service to golfers and the public.

The selected Concessionaire is expected to provide an inviting atmosphere with facilities that are attractive and appealing to golfers and the general public. The City's preference is for the Concessionaire to provide a sports grill café atmosphere that includes at least two (2) televisions with a minimum of 36" television screens showing golf, sporting events or sports news telecasts throughout operating hours.

Concessionaire shall include a marketing strategy to promote the café to golfers, neighboring residents, motorists, area businesses, group golf events, non-golf events, menu specials plan, food and golf packages, etc. City may allow Concessionaire to display permanent café signage on or near the golf course entrance signage, however, Concessionaire shall be responsible for signage costs and installation. Signage shall be coordinated and approved by City prior to installation. The Concessionaire shall be expected to meet with City at the beginning of each year to review marketing strategy, to discuss any concerns, priorities and goals for the upcoming year.

Other Related Services. Proposers are invited to submit information regarding the proposed electronic services listed below. Depending on need and available budget, the City may opt to include these proposed services into the resulting agreement.

A. Proposed Electronic Services.

1. The City's goal is to provide free WIFI internet access to the public for convenience and use, and is part of the City's effort to enhance the image and promote an inviting atmosphere at the City's Golf Course location. The City would furnish the infrastructure necessary including installation and maintenance of the WIFI network, subject to availability.
2. The City shall provide cable or satellite television services in the café seating areas of each golf course location. The City will provide for basic HD cable for two (2) TVs. Any upgraded services or additional cable or satellite boxes will be provided by the Concessionaire.

Golf Course Clubhouse Location/Description. The City desires the selected Concessionaire to operate a food and beverage concession at the restaurant area located at the clubhouse at the Brigantine Golf Links – located at 1075 North Shore Drive and the premises consist of the following:

- Kitchen area measuring approximately 10' x 25'
- Storage room measuring approximately 5' x 10'.
- Bar area measuring approximately 23' x 33'. Service area includes a counter, stools and "hi-top" tables. Concessionaire may make modifications to the area at its expense and upon written approval of the City.
- Dining area measuring approximately 33'6" x 60'.
- Turn House area measuring approximately 15' x 24'

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

B. Dates of Operation:

1. **"Golf Season"-March 1 through October 31 of each year**
2. **"Off-Season" -November 1 through February 28 (or 29).**

C. Hours of Operation:

1. "Golf Season Hours"-March 1 through October 31. To ensure consistency and quality service to the public, Concessionaire shall operate café, at a minimum, on the same days and during the same hours of operation as the golf course. Concessionaire shall coordinate hours of operation with the General Manager. As

a general rule, City anticipates that these hours of operation will be from dawn until dusk.

2. "Off-Season Hours" -November 1 through February 28 (or 29). Concessionaire may operate café during the Off-Season. Concessionaire shall coordinate hours of operation with the City. If Concessionaire does not operate the café during the Off-Season, City shall have the right to provide food and beverage services from the Pro Shop and shall retain all revenue from such operation.

D. Financial Arrangement/Concession and Other Fees.

Each month, the selected Concessionaire shall pay concession fees to the City according to the agreed Schedule of Fees set forth and described in Exhibit "B" of the resulting agreement, which includes a Minimum Monthly Fee requirement.(Note: See Exhibit "B" of the attached Sample Agreement).

Concessionaire may provide services during **Off-Season** months, November 1 through February 28 (or 29). Concessionaire shall be required to pay Minimum Monthly Fees during Off-Season months. If Concessionaire does not operate the café during the Off-Season, City shall have the right to provide food and beverage services from the Pro Shop and shall retain all revenue from such operation.

The selected Concessionaire shall be required to provide a recap of each day's sales for each month for both Golf Season and Off-Season months on the Sample Financial Reporting form (see Exhibit "C" of the Sample Agreement), or other City approved reporting form. Recaps will be due by the 15th of each month. The Concessionaire will submit an annual recap of sales for the Golf Season, by month, to the City by November 15th.

The annual sales for some previous years will be provided at the pre-bid conference meeting.

In addition to the concession fees described above and set forth in the fee schedule tables in Section I of Exhibit "B" of the Sample Agreement, Concessionaire shall pay the Other Fees described in Section II of Exhibit "B" and any other fees not specified in the Agreement but necessary for the function of the concessions.

E. Use of existing equipment.

The selected Concessionaire may have the opportunity to use existing equipment, furnishings, and other incidental items that may be available from the City or the previous Concessionaire, subject to City approval. An inventory list of existing equipment is listed in Exhibit "D" of the attached Sample Agreement.

F. Maintenance and Repairs.

The selected Concessionaire, at its own cost and expense, shall be responsible for the maintenance and repair of all fixtures and equipment with the exception of the physical building, air management systems and utility connections. Exceptions shall be voided, and Concessionaire shall be responsible for any damage that is a result of Concessionaire's use, misuse or abuse. The selected Concessionaire shall keep and maintain the premises and all improvements and equipment in a good state of repair and maintenance, reasonable wear and tear excepted, and shall not commit or allow waste or a state of disrepair with respect to any portion of the premises. The selected Concessionaire may have use of the existing equipment on premises, and in turn, Concessionaire shall, at its cost, replace any and all equipment as needed. The City may inspect all buildings, fixtures, and equipment at any time and shall notify Concessionaire in writing if maintenance or repairs are needed.

There is certain equipment that is of such a nature that it is part of the structure of the Food and Beverage Facilities at The Links. Specifically, such equipment would include the walk-in freezer and refrigerator, and the overhead venting equipment. During the term of this Agreement, the day to day maintenance of such equipment shall be the responsibility of Concessionaire. In the event that such equipment requires maintenance other than day to day maintenance, Concessionaire shall be responsible for paying the initial \$500 of any cost associated with such maintenance and/or replacement. The City shall be responsible for the payment of the balance of any maintenance or replacement fees beyond the \$500 obligation of Concessionaire.

It will be the responsibility of the selected Concessionaire to ensure that all furnished equipment functions properly with the utility access provided.

Additionally, the Concessionaire shall maintain the public restroom facilities during the Golf Season. The City shall maintain the public restroom facilities during the Off-Season.

III. RFP PROCESS AND EVALUATION

Review of Proposals. The responsive proposals must include complete responses to all items listed in the Proposal Content & Evaluation section set forth in Attachment 1 and proposals must be received at or before submittal deadline. Proposals will be reviewed by a Request for Proposal (RFP) committee. The results of the RFP committee's evaluation of the Concessionaire's proposal will result in a ranking of the Concessionaire.

All proposals will be evaluated and awarded on a combination of qualification, experience, and cost as deemed most advantageous to the City. The evaluation will consider:

1. Experience and reputation in the field, with special attention to experience with food and beverage services in conjunction with recreation or municipal functions.
2. Knowledge of the City and the subject matter to be addressed under the contract.
3. Conformance with any specific requirements of this RFP.
4. Compensation proposal.
5. Other factors if demonstrated to be in the best interest of the City.

Oral Interviews. At the sole discretion of the City, an oral interview may be required by a Concessionaire to clarify a proposal and to fully describe how the approach satisfies the needs of the City. However, the City may award a contract based on the initial proposals received without discussion with the Concessionaire. If oral interviews are required, they will be scheduled after the submittal of proposals. Concessionaires selected for oral interviews will be interviewed by the RFP committee. Concessionaire representatives at the interview should include individuals who will be main points of contact. Oral interviews will be scored and ranked. Oral interviews will be made at the Concessionaire's expense.

Final Selection. The highest ranked Concessionaires will be further evaluated through financial analysis, merit of proposal, reference checks and site inspection of the operating location. Final reference checks will be conducted for the top-ranked Concessionaires prior to making the final selection and the City may change its ranking based on all references. The City may meet with and negotiate terms of agreement with the highest ranked Concessionaire.

IV. INSURANCE REQUIREMENTS

Concessionaires should review the required insurance coverage and notice of policy cancellation requirements that will be part of the resulting contract(s). Such insurance information is provided under Paragraph 5 of the Sample Agreement. The selected Concessionaire is responsible for the cost of obtaining and maintaining such insurance and will be required to provide insurance certificates meeting all requirements at the time of notification of conditional award.

V. PROPOSAL SUBMISSION

- Sign and return the Proposal Response Cover Sheet (ATTACHMENT 1). The form must be signed by a company representative authorized to bind the Concessionaire contractually.
- Submit all required information as outlined in the Proposal Content & Evaluation Criteria section of ATTACHMENT 1.

- Submit original proposal and six (6) proposal copies in a sealed envelope or other sealed container.
- Mark envelope or container with RFP Number and submission deadline date
- Submit a Bid Security Deposit in the amount of 10% of FIRST year bid.
- Submission Deadline: 11:00 am, January 26th, 2023. Proposals received after the 11:00am deadline will be placed in the file unopened and will not be considered.
- Submit to the address shown on the Proposal Response Cover Sheet (ATTACHMENT 1).

NOTE: Proposals will be opened in a manner preventing disclosure of proposal respondents and the contents of the submissions. Proposals will then be sent to the City-appointed selection committee for evaluation.

VI. ADDITIONAL INFORMATION

The City's designated contact person for questions or additional information concerning the services specified in this Request for Proposal, or for additional information concerning Request for Proposal procedures and regulations (i.e., submission deadline, forms required, etc.), or Americans with Disabilities (ADA) accommodations, is Al Stanley in the Purchasing Department: telephone (609) 266-7600 x213; e-mail (astanley@brigantinebeachnj.com).

All questions requesting clarification or interpretation of any section or sections of this specification can be submitted in writing before the pre-proposal conference or in-person at the pre-proposal conference and site visit.

Questions received after January 20th, 2023 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 Concessionaires within three (3) working days following the above referenced deadline.

VII. REGISTER FOR NOTIFICATION OF RFP OR BID ADDENDA

It is the bidder/Concessionaire's responsibility to register for notification to receive any changes, corrections, question/answer documents, and addendums issued for RFB (bid) or RFP (proposal) documents.

VIII. SAMPLE AGREEMENT

Attached hereto is a Sample Agreement (Attachment 3). This Sample Agreement is not a final agreement and additional terms may be negotiated and required. Notwithstanding the potential for negotiation and amendment of the Sample Agreement, the contents of the Sample Agreement are part of the RFP and should be reviewed and considered accordingly.

PROPOSAL CONTENT & EVALUATION CRITERIA

FOOD & BEVERAGE CONCESSION AT THE BRIGANTINE GOLF LINKS

Instructions: When preparing proposals, reply to each of the following proposal content & evaluation criteria in the order listed. Please restate each numbered point listed below followed by your response in full, narrative sentences and provide any requested materials.

I. QUALIFICATIONS

- A. A statement of the firm'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 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 concession operation and describe the extent of their daily involvement with the actual operation of the concession.
- 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.
- F. In addition to the information and qualifications specified above, identify any special knowledge or skills provided by your firm that may be related or helpful to the services requested herein.

II. PROPOSED APPROACH TO 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 offeror proposes to provide. (Example: cafeteria style, serve-yourself, uniformed servers, sample of menu, type of atmosphere, etc.)
 2. A detailed description of all furnishings and equipment which the offeror proposes to provide. (Example: walk in freezers, ice machine, appliances, type of dinnerware,

serving equipment, service bar or bars, furnishings, tables, chairs, stools, menus, tablecloths, etc.)

3. An overview of the type of food and beverages which will be offered for sale including a sample menu which includes proposed pricing for all food and beverage items.
 4. A description of food services which would be offered to sponsors of group and other special events (i.e. tournaments and other group events), including pricing schedules for different menu offerings.
 5. A written statement on how you propose to work with the pro shop to effectively promote, organize and deliver food and beverage services for tournaments and special groups.
 6. A written statement describing your customer service approach and your intent to seek customer feedback to ensure customer satisfaction.
 7. An on-course food and beverage house and/or snack and beverage cart operations plan.
 8. A description of your company's décor plan, which should include golf, sports memorabilia and golf course historical items, or another décor theme the Concessionaire believes will maximize revenue and customer satisfaction.
 9. A statement concerning the acceptance of credit cards for services at the concession.
 10. A statement of your intent to offer alcohol and the extent of training and/or certification of your proposed concession staff and management for State mandated alcoholic beverage serving training.
 11. A statement of whether you are interested in negotiating with City or the previous Concessionaire for the purchase any of the equipment or furnishings and, if so, a description of what you intend to purchase, when it would be acquired, and the proposed price or pricing method.
 12. Describe the marketing plan/strategy you intend to use to increase revenue and promote the café at each Golf Course location included in your proposal.
 13. Describe your proposed transition plan at the beginning of the contract period.
- C. Statement of estimated market or investment value of proposed furnishings and equipment you intend to provide in your proposal.
- D. Other Related Services: The City is interested in obtaining information on the following:
1. Proposed Improvements.
 - a. Include a written statement regarding cable and satellite television services.
- E. 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 identified in paragraph 5.B.4 of the attached Sample Agreement.
- F. If you intend to provide after-hours restaurant services, please provide a detailed description of the type of serving arrangement which you propose to provide; a sample menu with proposed prices; and any additional furnishings, equipment, and capital improvements that you propose to provide. (Note: Offering after-hours restaurant service is optional)

- G. In addition to the specific service proposals specified above, identify and/or recommend any additional or innovative services and products provided by your firm that may be related to or helpful to a food and beverage concession at a golf course.

III. PROPOSED FINANCIAL ARRANGEMENT

The City requests that Concessionaire propose a financial arrangement that includes the following components:

- A. Copy and fill in the blanks and complete the applicable fee schedules from Exhibit "B" of the Sample Agreement showing your proposed fees included as part of your proposal. Offerors must state a fixed Minimum Monthly Fee, the sum of such Minimum Monthly Fees as a Minimum Annual Fee which will be paid to the City for the concession if awarded the contract. Offerors may also state annual increases of these concession fees that will apply for each year of operation. The intent is that the total payments to the City by the Concessionaire shall be the TOTAL of the sum of the Minimum Monthly Fees..
- B. For the Other Fees described in Exhibit "B" of the Sample Agreement, complete the following:
 - 1. A statement on your willingness to negotiate a cost-sharing arrangement for cable and satellite television at the clubhouse.
 - 2. A statement on your willingness to negotiate a cost-sharing arrangement for WIFI Internet access at the concession.
 - 3. A statement on your willingness to pay for maintenance and repairs as described.

III. OTHER REQUIRED INFORMATION

- A. Exceptions. If you have any exceptions to any of the terms, conditions, or requirements of this Request for Proposal or the attached Sample Agreement they must be identified and included as specified in Paragraph V of Attachment 2, General Proposal Instructions & Information. Include a response to this item stating whether you have, or have not, included any exceptions.
- B. 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 firm 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 by your firm in its operations.
- C. Electronic payment. The City would like to find out whether offerors 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.
- D. 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 offeror 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 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.

- E. Value-Based Procurement. The City has determined that it obtains better value from contracted services when certain practices enhance a Concessionaire's or Consultant's work environment. Some consideration will be incorporated into the scoring of proposals for the following criteria. Please respond to the following:
- 1 Has your company adopted a written policy stating that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or sexual orientation?
 - 2 Has your company conducted an apprenticeship during the twelve (12) months prior to submitting this offer that is consistent with the requirements of the U.S. Department of Labor Bureau of Apprenticeship and Training?

ORAL INTERVIEWS AND SITE VISITS MAY BE CONDUCTED WITH ONE OR MORE PROSPECTIVE CONCESSIONAIRES. THE DECISION OF THE CITY'S SELECTION COMMITTEE SHALL BE FINAL AND CONCLUSIVE.

PURSUANT TO REQUIREMENTS OF PARAGRAPH D ABOVE, PLEASE DO NOT SUBMIT ANY GIFTS OR PROMOTIONAL ITEMS WITH YOUR PROPOSAL. CITY EMPLOYEES ARE NOT ALLOWED TO ACCEPT SUCH ITEMS REGARDLESS OF THEIR VALUE.

I. **AWARD BY WRITTEN AGREEMENT**

The selected offeror shall be required to enter into a written agreement in substantially the form as shown in the attached SAMPLE AGREEMENT (ATTACHMENT 3) which shall be the basic form used to develop the final agreement.

Signature on the Proposal Cover Sheet acknowledges that the offeror is willing to enter into the agreement if awarded the contract. Offerors are advised to read thoroughly the Sample Agreement as the selected offeror will be required to comply with its requirements.

If offeror has any exceptions to the Sample Agreement, the offeror must follow the procedures stated under Paragraph V, EXCEPTIONS TO PROPOSAL & SAMPLE AGREEMENT.

II. PREPARATION OF PROPOSALS

- A. Failure to Read. Failure to read the Request for Proposal and these instructions will be at the offerors own risk.
- B. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

III. SUBMISSION DEEMED AGREEMENT

Submission of a bid, proposal or other offer or submission constitutes the bidder's or offeror's agreement to all of the terms, conditions and provisions of the bid or proposal package, or other solicitation documents. In addition, submission of a bid, proposal or other offer or submission by fax or E-mail constitutes a waiver of any claim to confidentiality, or any protest based on such a claim. By the submission of any bid, proposal or other offer or submission, the bidder or offeror represents that the matters stated therein are true and correct.

IV. PROPOSAL INFORMATION

- A. Discussions With Offerors. The City reserves the right to enter into discussions with the offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with the offeror whose proposal is deemed most advantageous, whichever is in the City's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the City reserves the right to enter into negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process.
- B. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- C. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.
- D. Rejection of Proposals.
 - The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technical defect in proposals received when in the best interest of the City.
 - No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City upon a debt or contract or that is in default, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the Purchasing Office. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.

- E. Failure to Submit a Proposal. Failure to submit a proposal (or to advise the City Purchasing Agent that future Requests for Proposal are desired) may result in the removal of your firm from the prospective offerors list.

V. EXCEPTIONS TO PROPOSAL & SAMPLE AGREEMENT

If offeror takes exception to any term, condition, or requirement set forth in this Request for Proposal or the Sample Agreement and any of its Exhibits and Attachments, said exceptions must be clearly identified and included in the response to this RFP. Exceptions or deviations to any of the terms, conditions, or requirements must not be added to the proposal pages but must be submitted in a separate document accompanying offerors proposal identified as "Exceptions." Such exceptions shall be considered in the evaluation and the award processes. The City shall be the sole determiner of the acceptability of any exception.

If the City omits anything from this RFP that is necessary for a clear understanding of the work, or if it appears that instructions are in conflict, then the offeror may request written clarifying information from the Purchasing Office at least forty-eight (48) hours before the time and date of the proposal opening shown above.

VI. CONFIDENTIALITY

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the offeror that are submitted to the City, as part of the proposal or otherwise, shall become the property of the City when received by the City and may be considered public information under applicable law. Any material considered by the offeror to be proprietary must be accompanied by a written claim of business confidentiality and a concise written statement of reasons supporting the claim. Blanket claims that the entire RFP is confidential will be denied. The City cannot guarantee that any information will be held confidential. If the offeror makes a claim of business confidentiality, the City, upon receipt of a request for disclosure, will determine whether the material should be classified as public or nonpublic, and will notify the offeror of such determination. The offeror is entitled under OPRA to appeal an adverse determination. The City is not obligated to notify the offeror of a request to see the offerors proposal, and will not consider a claim of confidentiality, unless the offerors claim of confidentiality is made in a timely basis and in accordance with OPRA.

VII. GOVERNING CODE AND RULES

The City's procurement processes, including this competitive solicitation, are governed by City Code. The City reserves the right to reject any and all proposals and to waive any informality in the proposals.

ARTICLE II

RESPONSIBILITIES OF CONCESSIONAIRE

2.01 **General Responsibilities.** Concessionaire shall have the responsibility to provide day to day food and beverage services at The Links so as to provide high quality dining services to the patrons of The Links. The responsibilities and tasks of Concessionaire shall include the specific functions and responsibilities described in the following such paragraphs.

2.02 **Scope of Services.** Concessionaire shall provide the following services and assume the following responsibilities:

A. Concessionaire shall provide year-round restaurant operations at The Links to provide a variety of high quality food and beverages for sale to the public. Such services shall include furnishing café'-style foods popular with golfers and the general public. Café-style foods are described as hot and cold fast foods (i.e. sandwiches, hamburgers, hot dogs, French fries, fruits, vegetables and other similar light meal items), snack foods (i.e. chips, candy bars, energy bars, sunflower seeds and other packaged goods) and fountain soft drinks and related beverages. Services shall also include beer service and sales, subject to the restrictions of any applicable state or local statutes presently enacted, or which may be enacted in the future. In addition to café-style food service and items, Concessionaire shall provide banquet services for special events such as tournaments, banquets, corporate events, private parties, business luncheons, breakfasts and other social gatherings. Such services should offer a variety of high-quality, full-course and light-course meals that include preparation, service, clean up, etc. Tournament food services shall be coordinated with the City.

B. Concessionaire shall operate the on-course food and beverage house(s), or provide snack and beverage cart service during league and group events or when there are at least 50 golfers on the course. Concessionaire is expected to coordinate snack and beverage cart services with the City on a daily basis to determine if services are needed to ensure consistency and quality service to golfers and the public.

C. Generally, during the Golf Season of March 1 through October 31, Concessionaire shall operate the café with full services from dawn until dusk, opening no later than the first scheduled tea time, and any exception to such hours of operations must be approved by the Concessionaire or his designee. Concessionaire may operate the café during the Off-Season months, November 1 through February 28 (or 29). If Concessionaire does not operate the café during the Off-Season, the City shall have the right to provide food and beverage services from the Pro Shop and shall retain all revenue from such operation. The City's right provided for herein to offer services in the off season does not include the right of the City to provide alcoholic beverage service, which alcoholic beverage service shall be the sole and exclusive right of Concessionaire upon Concessionaire receiving a Concessionaire License from the Division of ABC as is more fully described in Section 2.03 below. Concessionaire is expected to communicate with the City on a daily basis to determine appropriate hours of operation to ensure consistency and quality service to golfers and the public.

D. Concessionaire is expected to provide an inviting atmosphere with facilities that are attractive and appealing to golfers and the general public. The City's preference is Concessionaire to provide a sports grill café atmosphere that includes at least two (2) televisions with a minimum of 36" television screens showing golf, sporting events or sports news telecasts throughout operating hours.

E. Concessionaire shall include a marketing strategy to promote the café to golfers, neighboring residents, motorists, area businesses, group golf events, non-golf events, menu specials plan, food and golf packages, etc. City may allow Concessionaire to display permanent café signage on or near the golf course entrance signage, however, Concessionaire shall be responsible for signage costs and installation. Signage shall be coordinated and approved by City prior to installation. Concessionaire shall be expected to meet with the City at the beginning of each year to review marketing strategy, to discuss any concerns, priorities and goals for the upcoming year.

2.03. Alcoholic Beverage Control (ABC) Concessionaire License.

A. In furtherance of this Agreement, Concessionaire shall make application to the New Jersey Division of Alcoholic Beverage Control (ABC) for a Concessionaire's License to sell Alcoholic beverages at The Links. Concessionaire shall file the License Application and all relevant documents with the Division of Alcoholic Beverage Control within fifteen (15) days of the execution of this Agreement. Concessionaire shall use its best efforts to obtain such a license and to promptly and diligently comply with all requests of the Division of ABC made in furtherance of the Concessionaire application. In the event that Concessionaire does not secure such license from the Division of Alcoholic Beverage Control by May 1, 2016, then in that event the City may terminate this Agreement without further obligation on the part of the City. At the discretion of the City, extensions to this date may be granted, and in such event, the City's right to terminate shall coincide with the extended dates should Concessionaire fail to secure such license by the extended dates. Concessionaire

B. Upon the securing of such license, Concessionaire shall have the sole and exclusive right to provide alcoholic beverage service at The Links.

ARTICLE III

TERM

3.01. **Initial Term.** The Initial Term of this Agreement is for a period of time commencing upon the execution of this Agreement and terminating on December 31, 2023. The Initial Term shall be subject to any and all conditions and provisions of this Agreement.

3.02. **Extended Terms.** This Agreement is subject to two (2) one-year Extended Terms, subject to the initiation and approval of the City. The First Extended Term shall be for a one-year period commencing on January 1, 2024 and extending through December 31, 2024. The Second Extended Term shall be for a one-year period commencing on January 1, 2025 and extending through December 31, 2025.

3.03 **Approval of Extended Terms.** Ninety (90) days prior to the expiration of the Initial Term or any Extended Term, the Parties shall meet and discuss their intentions in regard to entering into

an Extended Term. Provisions of an Extended Term may modify the provisions of a previous term. The approval of any Extended Term is specifically contingent upon the approval of the City Council.

3.04 Renovation Rights of the City. In the event that the City wishes to perform extensive renovations, expansion or rebuilding of the current Food and Beverage Facilities, the City shall have the right to cancel this Agreement in order to facilitate such construction and/or renovation. Such cancellation shall be without any payment due to Concessionaire. The City shall provide ninety (90) days to Concessionaire prior to the effective date of such cancellation and the initiation of such construction.

ARTICLE IV

COMPENSATION TO THE CITY

4.01 Monthly Fee. During the Initial Term of this Agreement, Concessionaire shall pay to the City a monthly fee in the amount of \$1,000.00 payable on the 1st day of each month. In the event that this monthly fee is not paid by the 10th day of the month, a 10 % late fee shall be added to the required payment.

4.02 Revenue Sharing Fee. Concessionaire shall pay to the City a 2% Revenue Sharing Fee based upon the gross revenues received by Concessionaire pursuant to this Contract. On the 10th day of the month following the month pursuant to which the City is entitled to a Revenue Sharing Fee, Concessionaire shall provide to the City financial information, in a form satisfactory to the City, showing the gross revenues for the preceding month upon which the City's Revenue Share shall be based. Within five (5) days of the transmittal of the revenue information, Concessionaire shall pay to the City the City's Revenue Share Payment. This payment date shall be the 15th day of the month, following the month for which the City is entitled to the Revenue Share Payment.

ARTICLE V

EQUIPMENT AND FURNISHINGS

5.01 Concessionaire's Obligations. Concessionaire shall provide all equipment and furnishings necessary to the operation of the food and beverage facilities at The Links, subject to the provisions provided for herein.

5.02 City Equipment. At the time of the entry of this Agreement the Parties agree that certain equipment and furnishings are at the Links Food and Beverage facilities. Concessionaire shall be entitled to utilize such equipment and furnishings. An inventory of the City equipment on the premises at the time of entry into this Agreement is attached hereto as Exhibit "A". If Concessionaire wishes to replace such equipment and furnishings with Concessionaire's equipment, Concessionaire may do so.

5.03 Maintenance of Equipment and Furnishings. All equipment and furnishings provided by Concessionaire shall be maintained at the expense of Concessionaire.

5.04 Structural Equipment. The Parties agree that there is certain equipment that is of such a nature that it is part of the structure of the Food and Beverage Facilities at The Links. Specifically,

such equipment would include the walk-in freezer and refrigerator, and the overhead venting equipment. During the term of this Agreement, the day to day maintenance of such equipment shall be the responsibility of Concessionaire. In the event that such equipment requires maintenance other than day to day maintenance, Concessionaire shall be responsible for paying the initial \$500 of any cost associated with such maintenance and/or replacement. The City shall be responsible for the payment of the balance of any maintenance or replacement fees beyond the \$500 obligation of Concessionaire.

ARTICLE VI

INSURANCE

6.01 Insurance Requirements. Concessionaire shall not commence work until they have obtained all insurance required hereunder, and such insurance has been approved by the City of Brigantine. Concessionaire shall not allow any work or occupancy to commence until all Insurance required of the Concessionaire has been so obtained and approved. Approval of insurance by City of Brigantine will not relieve or decrease liability of Concessionaire hereunder.

6.02 Workers Compensation and Employer's Liability Insurance: Concessionaire shall take out and maintain during life of this contract a New Jersey Statutory Workmen's Compensation and Employer's Liability Insurance policy for all of their employees to be engaged in work under this Contract, and in case any such work is sublet, Concessionaire shall require their subcontractors similarly to provide Workmen's Compensation and Employer's Liability Insurance for all latter's employees to be engaged in such work. Workers Compensation Insurance shall have the following minimum coverage:

- 1 Workers Compensation Coverage – N.J. Statutory Requirements
- 2 Employer's Liability Limits not less than-Bodily injury by Accident -\$1,000,000 Each Accident Bodily injury by Disease -\$1,000,000 Each Employee

6.03 Automobile Insurance: Concessionaire, and all of their subcontractors, shall carry Automobile Insurance covering licensed vehicles. Automobile Insurance shall have the following minimum policy limits and can be written with a Combined Single Limit :

- 1 Bodily Injury & Property Damage \$1,000,000. Per Accident
- 2 Non-Owned vehicles and Hired Cars. \$1,000,000. Per Accident

Coverage must include all owned, non-owned and hired vehicles used by Concessionaire.

6.04 Comprehensive General Liability Insurance: Concessionaire and all sub-contractors shall maintain a policy of Comprehensive General Liability including Bodily Injury & Property Damage Liability insurance with following minimum policy limits :

1. Bodily Injury & Property Damage \$1,000,000. Per Occurrence \$2,000,000. Aggregate

In addition to the above, the General Liability Policy shall include by endorsement:

Personal Injury Liability

Advertising Injury Liability

Products and Completed Operations Liability Contractual Liability

Such policy shall name the City of Brigantine as an Additional Insured for the term of the contract.

6.05 Umbrella/Excess Liability.

Concessionaire and all sub-contractors shall maintain an Umbrella and/ or Excess Liability policy with the following minimum limits:

1. \$5,000,000 per Occurrence \$5,000,000 Aggregate

The policy will provide excess liability limits and is to include Employer's Liability, General Liability and Automobile Liability

6.06 Additional Insured Status and Certificate of Insurance

A "Certificate of Insurance" evidencing the existence of all the above policies, including the "additional insured" endorsement, will be required before the commencement of any work or occupancy under this contract. Any Cancellation or Non-Renewal of the above policies will require a minimum of 30 days notice to the City of Brigantine.

All Policies shall be open to inspection by City of Brigantine. If Concessionaire or any of their sub-contractor fails to effect or maintain insurance as required, City of Brigantine may insure their own interest and charge cost thereof to Concessionaire.

Bodily injury and property damage coverage under both Comprehensive General and Automobile Liability Insurance policies shall be written on an "Occurrence" basis.

Comprehensive General Liability policies shall include standard Broad Form Property Damage Endorsement for the Concessionaire, their subcontractors, and any and all other tradesmen engaged on the project.

Concessionaire agrees to assist in every manner possible in reporting and investigating of any accident, and upon request, to cooperate with all interested insurance carriers in the handling of any claim by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit.

ARTICLE VII

DEFAULTS AND REMEDIES

7.01 Events of Default. The occurrence of any one or more of the following events shall constitute an “event of default”:

(a) Concessionaire fails to observe and perform any obligation, covenant, condition or other provision of this Agreement in a material respect, and such failure continues for a period of five (5) days after receipt by Concessionaire of written notice specifying the nature of such failure and requesting that such failure be remedied.

(b) Concessionaire experiences financial reversal such that any of the following events occurs:

- Concessionaire applies for or consents to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets;
- Concessionaire (a) makes a general assignment for the benefit of creditors, or (b) files a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or takes advantage of any insolvency law;
- Concessionaire files an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding;
- Concessionaire takes any action for the purpose of effecting any of the foregoing;
- A petition in bankruptcy is filed against Concessionaire and is not dismissed for a period of sixty (60) consecutive days;
- An Order for Relief is entered with respect to or for the benefit of Concessionaire under the Bankruptcy Code;
- An order, judgment or decree is entered, with or without the application, approval or consent of Concessionaire, by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of Concessionaire or a substantial part of its assets and such order, judgment or decree continues unstayed and in effect for any period of sixty (60) consecutive days; or
- Concessionaire suspends the transaction of its usual business.
- (c) A complaint in foreclosure is filed against Concessionaire or a deed in lieu of foreclosure is issued for any financing in connection with property owned by Concessionaire.
- (d) Concessionaire fails to open the food and beverage facilities at The Links within five (5) days of the annual opening date for the golf season as described above in Section _____, subject to reasonable extensions approved by the City.
- (e) Concessionaire closes the food and beverage facilities for any period in excess of three

- (3) days during the golfing season described above.
- (f) Concessionaire commits a violation of ABC regulations causing the Division to terminate license or to suspend the license for a period of time greater than three (3) days.

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

7.03 No Waiver By Delay. The failure of the City to avail itself of any remedy provided for in this Agreement, or the City's delay in seeking such remedy, shall not be deemed a waiver of the rights to be enforced thereby, or of any right of enforcement that may accrue in the future. Additionally, the City shall have any other remedies available in law or equity.

ARTICLE VIII

MISCELLANEOUS

8.01 Indemnification. Concessionaire shall indemnify and hold harmless the City from and against any all claims, suits, damages, judgment actions, liabilities and expenses (including reasonable counsel fees and expenses in connection with the preparation for or defense of any claim, action or proceeding) caused by or arising out of any act or alleged act of Concessionaire performed within the scope of its duties under this Agreement. The City shall be named as additional insured on Concessionaire's insurances policies as provided for and described in Article VI above.

8.02 No Assignment. This Agreement cannot be assigned by Concessionaire to any other person or entity without the prior written consent of the City, which consent shall be solely and exclusively in the discretion of the City.

8.03 Governing Law. This Agreement shall be construed in accordance with and be governed in all respects, whether as to validity, construction, capacity, performed or otherwise, by the laws of the State of New Jersey.

8.04 Notices. Any notice to be given hereunder by either party to the other shall be in writing and may be affected by personal delivery in writing, by registered or certified mail, return receipt requested, or by any reputable overnight mail delivery service. Notice shall be sufficient if made:

TO CONCESSIONAIRE AT:

TO CITY AT: Jim Bennett, City Manager City of Brigantine 1417 W. Brigantine Avenue Brigantine, NJ 08203

(609) 266-7600

Each party may change the address for notice to such party by giving notice of such change in accordance with the provisions of this Section.

8.05 Descriptive Headings. The headings used throughout this Agreement have been inserted for administrative convenience only and do not constitute matter to be construed in interpreting this Agreement.

8.06 Binding Effect. This Agreement shall be binding upon and inure to the benefit of and shall be enforceable by and against Company and its successors and assigns, and Concessionaire, its successors and assigns.

8.07 Severability. Should any part or provision of this Agreement be, at any time, not enforceable or not capable of legal performance the remaining parts and provisions of this Agreement shall, nonetheless, be enforceable, as though the unenforceable or illegal part or provision did not appear in this Agreement at all. It is the express intent and agreement of all of the Parties hereto that such unenforceable or illegal part or provision be severed from the balance of this Agreement and that the balance of this Agreement be enforceable.

8.08 Entire Agreement. This Agreement consists of the entire agreement between the Parties with respect to the engagement of Concessionaire and supersedes any prior agreements between them with respect to such engagement.

8.09 Amendment. This Agreement may be amended only by an agreement in writing signed by each of the Parties hereto.

8.10 Number, Gender, Construction. Except where the context indicates otherwise, words in the singular number shall include the plural and words in the masculine gender shall include the feminine and/or neuter, and vice versa when they should so apply. The failure to capitalize, or the erroneous capitalization, in any provision of this Agreement of any word or term shall not affect the definition.

8.11 Independent Contractor Status. The Parties hereto acknowledge that Concessionaire is at all times acting and performing as an independent contractor and shall not be considered as an employee of the City for any purpose whatsoever.

8.12 Preparation of Agreement. The Parties acknowledge that this Agreement was prepared jointly and, therefore, this Agreement is to be construed on a parity basis as between the Parties.

CONTRACT NO.

EXHIBIT "A"

SCOPE OF WORK

FOOD & BEVERAGE CONCESSION AT THE BRIGANTINE LINKS GOLF COURSE

I. GENERAL CONDITIONS

A. Concessionaire, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the New Jersey State Division of Corporations and Commercial Code.

B. Concessionaire shall have full time and/or part-time employees who are properly trained to operate all equipment to be used in performance of this Agreement and to perform the services outlined in accordance with City requirements.

C. Concessionaire shall assume full responsibility for damage to City property caused by negligence or abuse by Concessionaire's employees or equipment, as determined by designated City personnel.

D. Concessionaire shall possess and keep in force all licenses and permits required to perform the services of this Agreement.

E. City reserves the right to inspect Concessionaire's financial records for concession operations at the Brigantine Links Golf Course.

II. RESPONSIBILITIES OF CONCESSIONAIRE

[NOTE: City may modify this section after conditional award]

Concessionaire shall provide the services listed below and conform with the conditions of this Agreement which shall include, but may not be limited to, the following.

A. Description of Concession

1 During the term of this Agreement Concessionaire shall be granted the exclusive right, at the Brigantine Golf Links, to operate a restaurant concession and sell food and beverages (including alcoholic beverages) to all patrons of said golf courses as well as the general public. Concessionaire may serve beer and other alcoholic beverages at the concession provided that Concessionaire secures required licensing and complies with all applicable laws, ordinances and regulations. Any significant change in the liquor laws of the State of New Jersey shall result in a renegotiation of any part of this Agreement dealing with the sale of alcohol.

2 Concessionaire accepts the concession premises in its present physical condition, upon occupancy. Concessionaire, at its own expense and liability, shall make all improvements necessary and acquire all personal property to perform this contract. Concessionaire shall be responsible for the maintenance and repairs of its own property, for the repairs of any City equipment used in the operation of Concession, and the repairs to any City property damaged as a result of the negligence of a Concessionaire employee or customers. Concessionaire shall

maintain all of its property in a quality manner throughout the term of this contract. The term quality shall be defined as clean, in a safe condition, free from any defects, in compliance with New Jersey Health Department code, and otherwise maintained to the satisfaction of the City. Concessionaire shall operate the concession in a manner not to interfere with public use of the facility.

3 Concessionaire shall have the exclusive right to install and operate, on the premises; juke boxes for the playing of music, vending machines for food and nonalcoholic beverages only, and coin operated amusement devices, provided the number, type and location of such machines shall be subject to the prior written approval of City, and compliance with all laws and City ordinances which pertain thereto. Tobacco products shall not be sold at Brigantine Links Golf Course location by Concessionaire.

4 In the event of conflict between the Concessionaire herein and any other Concessionaire at said golf course as to the items and merchandise to be sold by the respective Concessionaires, Concessionaire agrees that City shall make the final decision as to which items or merchandise may be sold. Concessionaire agrees to be bound by the decision of City.

B. Investment by Concessionaire

1 Concessionaire's investment into equipment and furnishings shall commence immediately upon execution of this Agreement, and shall be completed no later than sixty (60) days following execution of this Agreement. Concessionaire shall provide all furnishings and equipment which shall be necessary to conduct business in a proper manner, and all other items necessary to the concession. Concessionaire shall maintain and provide City with a list of all its equipment at the concession. Said inventory list shall identify each piece of equipment by brand name, model number and serial number. Concessionaire shall provide City with written notification of changes in its equipment inventory.

2 All of the above described items to be furnished by Concessionaire shall be subject to approval of the New Jersey Health Department and the General Manager of the Brigantine Golf Links. Concessionaire shall make no alterations, additions or replacements without obtaining City's written approval prior to making such changes.

C. Hours of Operation

Concessionaire shall communicate with the General Manager or his designee on a daily basis to determine appropriate hours of operation to ensure consistency and quality service to golfers and the public. During the Golf Season (March 1 through October 31), Concessionaire shall have the concession open for business to the public at the times designated by the General Manager or his designee. As a general rule, City anticipates that these hours of operation will be from dawn until dusk. Exception to hours of operations shall be approved by the General Manager or his designee.

Concessionaire may operate during the Off-Season, November 1 through February 28 (or 29). If Concessionaire does not operate the café during the Off-Season, City shall have the right to

provide food and beverage services from the Pro Shop and shall retain all revenue from such operation.

D. Type of Operation

The restaurant shall be operated as a convenience to the golfing public and the public in general; therefore, all food, beverages, confections and other items sold or kept for sale under the concession shall be of high quality, wholesome and pure, and must conform in all respects to Federal, State and Municipal food laws, ordinances and regulations. All food and other merchandise kept for sale shall be subject to inspection by City. Concessionaire shall maintain continuously all required restaurant licenses, shall maintain said restaurant to first-class standards, and shall continuously maintain all required beer, liquor, or other alcohol licenses. Concessionaire shall ensure that all employees are properly licensed with food handler permits, as required by the State of New Jersey and the Atlantic County Health Department. Concessionaire shall, at its own expense, maintain and operate the concession in a first-class manner in the areas of the clubhouse for which Concessionaire is contractually responsible and shall keep the premises in a safe, clean and inviting condition at all times satisfactory to City. Tobacco products shall not be sold at the location by Concessionaire.

Concessionaire shall offer the following services:

1. Concessionaire shall furnish café style food and beverage menu items, including hot and cold fast foods (i.e. sandwiches, hamburgers, hot dogs, french fries, fruits, vegetables and other similar light meal items), snack foods (i.e. chips, candy bars, energy bars, sunflower seeds and other pre-packaged goods) and fountain soft drinks and related beverages.
2. Concessionaire shall provide banquet services for special events, such as tournaments, banquets, corporate events, private parties, business luncheons, breakfasts and other social gatherings. Such services shall include offering a variety of high quality, full course and light course meals that include, preparation, service, clean up, etc. Tournament food services shall be coordinated with City.
3. Concessionaire shall not prohibit individual golfers or individual members of the community from bringing their own food and/or non-alcoholic beverages onto the premises. No signage shall be posted or action taken against individual golfers or the general public. Concessionaire may prohibit private food and beverage in the café dining room, banquet room and patio seating areas, and may prohibit group events from providing their own food and beverage. Any exception to this policy prohibiting group events from bringing their own food and beverage shall be approved in advance by Concessionaire.
4. Concessionaire may provide or sell beer, liquor, and other alcoholic beverages at the concession, provided that Concessionaire obtains all required licenses and permits and complies with all applicable laws, ordinances and regulations. While the City's golf staff may, but is not required to, assist in communicating to the public information about Concessionaire's beer, liquor, alcohol, or other licenses or permits, Concessionaire shall be solely responsible for monitoring compliance by itself and the public with such licenses, permits, laws, ordinances, and

regulations. Any significant change in the liquor laws of the State of New Jersey shall result in a renegotiation of any part of this Agreement dealing with the sale of alcohol.

5. Concessionaire shall operate the on-course food and beverage house(s), or provide snack and beverage cart service during league and group events or when there are at least 50 golfers on the course. Concessionaire is expected to coordinate snack and beverage cart services with City on a daily basis to determine if services are needed to ensure consistency and quality service to golfers and the public.

E. Concessionaire's Employees

1 Concessionaire shall retain a qualified, competent and experienced manager at the golf course to supervise the concession operations. The manager shall be authorized to represent and act in behalf of Concessionaire.

2 Concessionaire's employees shall be courteous, efficient, clean and neat in appearance. Concessionaire shall not employ any person or persons in or about the premises who shall use improper language or act in a loud or boisterous or otherwise inappropriate manner. Concessionaire shall replace any employee working at the golf course concession whose conduct is deemed by the City to be detrimental to the best interests of the City.

F. Disposal of Garbage and Recyclable Materials

Concessionaire shall use City-provided dumpster(s) for the disposal of waste. If available, Concessionaire shall use City-provided recycling containers to dispose of recyclable materials, which include recycling cardboard, tin, aluminum, plastic, white paper, newspaper and colored paper as approved by City. The waste dumpsters and recycling containers are used for City's golf course operation but are shared with Concessionaire. The recycling containers are typically blue, 90-gallon plastic containers that are marked for recycling.

1 If City begins providing yard and green waste containers that accept food waste, Concessionaire shall, to the extent practicable, separate and dispose of its food waste in such containers.

2 Concessionaire shall provide and use suitable covered receptacles for all garbage, trash and other refuse on or in connection with the premises. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner, on or about the premises, is not permitted.

G. Quality, Price and Product Control

Concessionaire shall serve and dispense high quality foods and products in adequate portions and at prices comparable to other similar restaurants and food dispensing concessions in Brigantine. All prices charged by Concessionaire shall be approved by City. Failure of Concessionaire to

promptly correct, rectify, or modify its price, quality or quantity schedules upon written notice by City may be cause for cancellation of this Agreement by City.

Concessionaire shall meet with City at the beginning of each year, to discuss any concerns, priorities and goals for the upcoming year.

H. Inspection

Concessionaire shall allow City's authorized representatives access to the premises used exclusively by Concessionaire, at all reasonable hours, for the purpose of examining and inspecting said premises for purposes necessary, incidental to, or connected with, the performance of its obligations hereunder or in the exercise of its governmental functions.

I. Ingress and Egress

Subject to regulations governing the use of the designated golf course, Concessionaire, its agents and servants, patrons and invitees, and its suppliers of service and furnishers of materials shall have the right of ingress to and egress from the premises used exclusively by Concessionaire.

J. Redelivery

Concessionaire shall make no unlawful or offensive use of said premises and shall, at the expiration of the term of this Agreement, or upon any sooner termination, without notice, quit and deliver up said premises to City and those having its estate in the premises, peaceable, quietly and in as good order and condition, reasonable use and wear thereof excepted, as the same now are or may hereafter be placed by Concessionaire, or City.

K. Default

Any of the following shall constitute an event of default under this Agreement:

- 1 Concessionaire fails to pay concession fees, and such failure continues for 10 days after City has notified Concessionaire in writing of such failure; or
- 2 Concessionaire fails to perform or observe any other terms or conditions of this Agreement, and such failure continues for 30 days after City has notified Concessionaire in writing of such failure; or
- 3 Concessionaire is declared to be bankrupt or insolvent according to law, or any assignment of Concessionaire's property is made for the benefit of creditors.

If an event of default occurs, City may take any of the actions stated below and any such action by City shall not be considered a trespass and shall not adversely affect any other remedy that City otherwise might have against Concessionaire:

- 1 Terminate this Agreement;

2 Without demand or notice to Concessionaire, enter and repossess the premises and expel from the premises Concessionaire and anyone claiming rights in the premises through Concessionaire; and

3 Remove Concessionaire's property or effects from the premises, forcibly if necessary.

L. Signs

Concessionaire shall not erect, install, operate or permit to be erected, installed or operated in or upon the premises any sign or other similar advertising device without first having obtained prior written approval of City. The cost of such installation and operation shall be borne by Concessionaire.

M. Cost of Operation

Concessionaire shall bear, at its own expense, all costs of operating the concession and shall pay, in addition to the concession fees, all other costs connected with the use of the premises and facilities including interior maintenance, painting, security lighting, security surveillance services, glass and light bulb replacement, plumbing, insurance, any and all taxes, janitor service and supplies, all permits and licenses required by law, together with all electricity and/or other utilities used for the operation of Concessionaire. Concessionaire is responsible for any food spoilage losses as a result of equipment outages and is encouraged to carry insurance to protect against such losses. Electricity and other utilities required for the operation of Concessionaire shall be paid in accordance with Section II of Exhibit "B".

N. Maintenance and Repairs

Concessionaire shall, at its own expense, maintain and operate the concession in a first-class manner in the areas of the clubhouse for which Concessionaire is contractually responsible. Concessionaire shall bear, at its own cost and expense, all costs to maintain and repair all fixtures and equipment (including maintenance/repairs and accompanying costs on all kitchen, banquet room, dining room, snack bar, fountain, patio, storage room, garbage and recycle areas, and other concession related equipment, whether provided by City or Concessionaire) with the exception of the physical building, air management systems and utility connections. Exceptions will be voided, if damage is a result of concessionaire's use, misuse or abuse. Concessionaire shall keep and maintain all buildings, improvements and equipment in a good state of repair and maintenance, reasonable wear and tear excepted, and to not commit or allow waste with respect to any portion of the premises. Concessionaire shall at their own cost replace any and all equipment as needed.

Additionally, the Concessionaire shall maintain the public restroom facilities during the Golf Season. The City shall maintain the public restroom facilities during the Off-Season.

O. Customer Feedback

City reserves the right to either on its own or in coordination with Concessionaire evaluate the public's satisfaction with the quality, quantity, price, overall value, facility cleanliness, and other

factors relating to the product and service provided by Concessionaire. Methods of evaluation include word of mouth comments to City's golf staff, questionnaires to the public and secret shopper programs. If an evaluation results in concerns with any of these categories of service, upon written notification from City, Concessionaire shall have 30 days to resolve the problem(s) to the satisfaction of City. If necessary improvements are not completed within 30 days, contract may be terminated for cause as specified in Paragraph 8 of the Sample Agreement.

P. Capital Projects

[NOTE: To be completed after award]

Q. Damage to Premises

1 If the premises used by Concessionaire are partially damaged by fire, explosion, the elements, the public enemy, or other casualty which is not the result of any act by Concessionaire, but not rendered untenable, the same shall be repaired with due diligence by City. If the damage is so extensive, in the opinion of City, to render such premises untenable, but capable of being repaired in thirty (30) days, the damage shall be repaired with due diligence by City, and the concession fees payable shall be proportionately paid up to the time of such damage and thereafter cease until such time as the premises are fully restored. If the damage to the premises is the result of any act by Concessionaire, all costs of the repair shall be borne by Concessionaire.

2 In the event the premises, in the opinion of City, are destroyed by fire, explosion, the elements, the public enemy, or other casualty which is not the result of any act by Concessionaire, or so damaged that they shall remain untenable for more than thirty (30) days, City shall be under no obligation to repair and reconstruct the premises, and concession fees payable under this Agreement shall be proportionately paid up to the time of such damage or destruction, and shall thenceforth cease until such time as the premises may be fully restored. If within twelve (12) months after the time of such damage or destruction the premises have not been repaired or reconstructed, Concessionaire shall give City written notice of its intention to cancel this Agreement in its entirety as of the date of such damage or destruction. If the damage to the premises is the result of any act by Concessionaire, all costs of the repair shall be borne by Concessionaire.

R. Rules and Regulations

City shall have the right to adopt and enforce reasonable rules and regulations with respect to the use of the designated golf course and related facilities which Concessionaire shall observe and obey. City's General Manager has the authority to enforce this agreement on behalf of City and may authorize other City employees to help administer this agreement.

S. Non-Appropriation of Funds

All financial commitments by City shall be subject to the appropriation of funds approved by the City Council and the limitations on future budget commitments provided under applicable New Jersey law, including the New Jersey Constitution. This agreement shall be enforceable against City only if the City Council provides the necessary funding therefore. If the funds are not

appropriated or are otherwise unavailable, City may terminate this agreement, without penalty, by giving thirty (30) days written notice to Concessionaire.

T. Termination

Upon termination of this Agreement through passage of time or otherwise, all right, title of interest of Concessionaire in or to any of the improvements and fixtures, including carpets, which have been affixed to the real property constituting the premises shall immediately be vested in the City. All other personal property of Concessionaire such as furniture, fixtures, and equipment installed during the term of this Agreement which has not been attached or affixed to the premises shall remain the property of Concessionaire upon such termination of the Agreement subject, however, to the right of City or the next Concessionaire to acquire, within thirty (30) days after such termination, all of Concessionaire's right, title and interest in and to all or any part of such personal property upon payment to Concessionaire of an amount equal to the fair market value of said personal property, as determined by a third-party appraisal. To augment the third-party appraisal, the original purchase value of said personal property shall be established by verified invoices showing date of purchase, amount paid, whether equipment was new or used, and date of initial use on the premises hereunder.

U. Holding Over

In the event Concessionaire shall hold over and remain in possession of the premises under this Agreement after the expiration date without written renewal or extension of the Agreement, it shall only create a tenancy from month-to-month, which may be terminated at any time by City.

V. Attorney's Fees

In the event any action or proceeding is brought to collect fees and other charges due, or any portion thereof, to take possession of the premises, to endorse compliance with this Agreement or for failure to observe any of the covenants of this Agreement, Concessionaire shall pay City such sum as the court may adjudge reasonable as attorney's fees and costs to be allowed in the suit, action or proceedings.

W. Non-Waiver

Any waiver of or breach of covenant to be performed by Concessionaire shall not be deemed a continuing waiver and shall not bar or prevent City from declaring a forfeiture for any succeeding breach of the same condition or covenant.

X. Safety

Concessionaire shall be responsible for maintaining a safe environment in the areas of the clubhouse for which Concessionaire is contractually responsible. Concessionaire shall immediately notify City of any unsafe conditions of the concession premises, as well as any unsafe practices occurring thereon, and work with City to correct that practice or condition. Concessionaire shall obtain emergency medical care for any member of the public who is in need thereof because of illness or injury occurring on or from the concession premises. Concessionaire shall cooperate fully with City and law enforcement in the investigation of any accidental injury

or death occurring on or from the concession premises, including providing a prompt report to City.

Y. Security

Concessionaire shall be responsible for providing, at its own cost, security surveillance services and security lighting in the areas of the clubhouse for which Concessionaire is contractually responsible.

Z. Accounting Records

Concessionaire shall maintain all records necessary to properly account for all monies received by Concessionaire through the operation of concession. Concessionaire shall maintain records for at least four (4) years after the agreement terminates or until all audits initiated within the four (4) years have been completed, whichever is later. Concessionaire shall allow City auditors and Golf Department staff access to all records relating to this agreement, for audit and inspection, and monitoring of payments so that the accuracy of the records can be confirmed.

Concessionaire shall maintain a method of accounting in accordance with generally accepted accounting principles and procedures, satisfactory to City and shall correctly report and accurately reflect the gross receipts and disbursements of Concessionaire. The method of accounting, including bank accounts established for the concession, shall be separate from the accounting system used for any other business operated by Concessionaire or for recording Concessionaire's personal financial affairs. Such method shall include the following documents:

- 1 Regular books of accounting such as general ledgers or City approved computer accounting programs.
- 2 Journals, including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
- 3 State and Federal Income tax returns, and sales tax returns.
- 4 Cash register tapes (daily tapes may be separated but shall be retained so day to day sales can be identified).
- 5 Any other reporting records City deems necessary for proper reporting of receipts.

All sales shall be recorded by means of written receipts or cash registers which publicly display the amount of each sale and automatically issue a customer's receipt or certify the amount recorded in the sales slip. Said cash registers shall in all cases have locked-in sales totals and transaction counters which are constantly accumulating and which cannot, in either case, be reset, and in addition, a tape located within the register on which transaction numbers and sales details are imprinted. Beginning and ending cash register readings shall be made a matter of daily record.

Concessionaire shall provide a recap of each days sales for each month for both Golf Season and Off-Season months on the Sample Financial Reporting form (see Exhibit "C" of the Sample

Agreement), or other City approved reporting form. Recaps will be due by the 15th of each month. Concessionaire shall provide City a sworn or verified yearly income statement, an annual profit and loss statement and a balance sheet. The annual financial statements and annual recap of sales shall include a by month recap and must be submitted to City by November 15th.

EXHIBIT "B"

SCHEDULE OF FEES

FOOD & BEVERAGE CONCESSION AT THE BRIGANTINE GOLF LINKS

I. FEES

[NOTE: To be modified after award]

A. Each year, Concessionaire shall make periodic payments as specified below. For the table in Paragraph "C" below, the Minimum Monthly Fee shall be the same for each month, and the sum of the Minimum Monthly Fees shall equal the Minimum Annual Fee. The Minimum Annual Fee shall be equal to the Minimum Monthly Fee multiplied by twelve (12).

1. Commencing upon award and execution of the contract, Concessionaire shall pay City the Minimum Monthly Fee by the fifteenth day of each month. The Minimum Monthly Fee payment due on the fifteenth day of each month shall constitute payment for the current month i.e. payment on March 15 is for the month of March.

B. Concessionaire may provide services during the Off-Season months, November 1 through February 28 (or 29). Concessionaire shall be required to pay monthly fees during Off-Season months. If Concessionaire does not operate the café during the Off-Season, City shall have the right to provide food and beverage services from the Pro Shop and shall retain all revenue from such operation.

C. Brigantine Golf Links Fee Schedule: (Note: Complete table below).

II. OTHER FEES

A. Utilities. The City shall pay for the utilities used in operation of the concession. The utilities shall include water, gas, telephone, and electric.

B. Cable and Satellite Television. The City shall pay for basic HD cable or satellite television for up to two televisions. Concessionaire shall pay all costs and expenses incurred for any additional or upgraded services.

C. WIFI Internet Access City shall pay all costs and expenses incurred to provide WIFI internet access at the concession facility for the golf course.

D. Maintenance/Repairs. Concessionaire shall pay all costs and expenses associated with maintenance and repairs of fixtures and equipment as described in Exhibit "A", Section II, Paragraphs M and N. City shall pay all costs and expenses associated with maintenance and repairs of the physical and exterior surfaces of the building as described in Exhibit "A" Section II, Paragraphs M and N. However, if any damage to the building, including its exterior surfaces, is a result of Concessionaire's use, misuse or abuse, Concessionaire shall be responsible for all costs.

III. PAYMENT

A. Monthly fees and charges shall be due and payable to City on or before the 15th day of each month. A delinquency penalty of ten percent (10%) shall be assessed on any payment or charge not received by City by the Due Date. Failure to pay the fees and charges, and penalty charges, within thirty (30) days of the Due Date shall constitute a breach of the terms of this Agreement and constitute just cause for termination hereof prior to the expiration of the term, and such unpaid amount shall bear interest until paid at the rate of an additional 1.5% per month.

B. Concessionaire shall provide a recap of each day's sales for each month for both Golf Season and Off-Season months. Recaps shall be due by the 15th of each month. Concessionaire shall submit an annual recap of sales for the Golf Season, by month to City by the 15th of November.

C. Monthly fees and reports shall be submitted to:

City of Brigantine

1417 Brigantine Ave.

Brigantine, NJ 08203

EXHIBIT "C"

SAMPLE FINANCIAL REPORTING FORM

_____ CONCESSION
 AT _____ GOLF COURSE
 FOR THE MONTH OF: _____, 20__

Day of the Month	Gross Receipts	Less Sales Tax	Net Receipts	Comments and Notes
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
Totals				

_____ = Net sales X _____ %
 _____ Less Prior Month Lease Payment Made
 _____ If a positive amount, please include with
 _____ current month's payment
 _____ Current Month Lease Payment Due
 _____ Current Month Refuse Payment Due
 _____ TOTAL MONTHLY PAYMENT DUE

EXHIBIT "D" INVENTORY OF COURSE EQUIPMENT

BRIGANTINE GOLF LINKS INVENTORY -Kitchen Equipment

QTY	ITEM	Description / Notes	Location
1	Bfules Proofinig Oven	Glass Door Proofer	Kitchen Prep Room
1	Trauleson Refrigerator	4 Door refrigerator	Kitchen Prep Room
1	Ice maker	Manitowoc	Kitchen Prep Room
1	Under Counter Refrigerator	2-Door Turbo Air Refrigerator	Kitchen Prep Room
1	Prep Table	48" Stainless Steel Prep table with drawer	Kitchen Prep Room
1	Meat Slicer	berkel Meat Slicer	Kitchen Prep Room
1	Pot Scrubbing Station	3 sink pot scrubbing station	Kitchen Prep Room
1	Prep Table	72" stainless steel prep table with botton shelf	Kitchen Prep Room
1	Storage Shelf Unit	Stainless wire grid storage unit	Kitchen Prep Room
1	Storage Shelf Unit	Black wire shelf unit, 4 shelf	Kitchen Prep Room
1	File Cabinet	Tan, 4 drawer steel file cabinet	Dry Storage Closet
2	Wire Shelf unit	Stainless 4 shelf unit	Dry Storage Closet
1	Refirgerator / Freezer	Randell Over Under Frig / freezer	Kitchen -Hot & Cold Line
1	Prep Table	18# Stainless Steel Prep table	Kitchen -Hot & Cold Line
1	Cold Prep Station	Turbo Air cold prep station, 2 door frig	Kitchen -Hot & Cold Line
1	Prep Table	36" Stainless Steel Prep Table	Kitchen -Hot & Cold Line
1	Prep Table	48" stainless steel Prep Table	Kitchen -Hot & Cold Line
1	Microwave	Sharp Microwave	Kitchen -Hot & Cold Line
1	Conveyer Toaster	WAPWyott Conveyer toaster	Kitchen -Hot & Cold Line
1	Hot Dog Roller	Duratec Hot Dog Roller	Kitchen -Hot & Cold Line
1	Coffee maker	Douwee Egberts Coffee Machine	Kitchen -Hot & Cold Line
1	Prep Table	18" Prep table	Kitchen -Hot & Cold Line
1	Warming oven	Alto Sham warming oven, 2 door	Kitchen -Hot & Cold Line
1	Prep Table	18" Prep table	Kitchen -Hot & Cold Line
1	Range	Southbend 4 bruner range w/ griddle	Kitchen -Hot & Cold Line

1	Grill	Southbound Gas Grill -2 burner	Kitchen -Hot & Cold Line
1	Deep fat Fryer	Pitco Deep Fat Fryer	Kitchen -Hot & Cold Line
1	Storage Shelf Unit	Black wire shelf unit, 4 shelf	Kitchen -Hot & Cold Line
1	Range Hood	Range hood including fire suppression system	Kitchen -Hot & Cold Line
1	Walk in cooler	Artic Industries Walk in cooler, 10' x 12'	Kitchen -Cooler / Freezer
1	Walk in Freezer	Artic Industries Walk in Freezer, 5' x 10'	Kitchen -Cooler / Freezer
5	Storage Shelf Unit	Stainless 4 shelf unit	Kitchen -Cooler / Freezer
2	Storage Shelf Unit	Black wire shelf unit, 4 shelf	Kitchen -Cooler / Freezer

ATTACHMENT 1

Proposal Response Cover Sheet

RFP No. _____

**Proposal for Food & Beverage Concession at
The Brigantine Links Golf Course**

Use this address for US Postal Service or Express courier:

To: City of Brigantine

Attn : Purchasing

1417 West Brigantine Ave.

Brigantine, NJ 08203

The undersigned having carefully read and considered the Request for Proposal to provide FOOD & BEVERAGE CONCESSION AT THE BRIGANTINE GOLD LINKS, 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.

CONCESSIONAIRE

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 _____

Attachment 2

I. AWARD BY WRITTEN AGREEMENT

The selected offeror shall be required to enter into a written agreement in substantially the form as shown in the attached **SAMPLE AGREEMENT** (*ATTACHMENT 3*) which shall be the basic form used to develop the final agreement.

- If offeror has any exceptions to the Sample Agreement, the offeror must follow the procedures stated under Paragraph V, EXCEPTIONS TO PROPOSAL & SAMPLE AGREEMENT.

II. PREPARATION OF PROPOSALS

- A. Failure to Read. Failure to read the Request for Proposal and these instructions will be at the offerors own risk.
- B. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

III. SUBMISSION DEEMED AGREEMENT

Submission of a bid, proposal or other offer or submission constitutes the bidder's or offeror's agreement to all of the terms, conditions and provisions of the bid or proposal package, or other solicitation documents. In addition, submission of a bid, proposal or other offer or submission by fax or E-mail constitutes a waiver of any claim to confidentiality, or any protest based on such a claim. By the submission of any bid, proposal or other offer or submission, the bidder or offeror represents that the matters stated therein are true and correct.

IV. PROPOSAL INFORMATION

- A. Discussions With Offerors. The City reserves the right to enter into discussions with the offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with the offeror whose proposal is deemed most advantageous, whichever is in the City's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the City reserves the right to enter into negotiations with the next highest ranked offeror without the need to repeat the formal solicitation

Attachment 3

SAMPLE AGREEMENT FOR FOOD AND BEVERAGE SERVICES AT THE LINKS GOLF COURSE IN THE CITY OF BRIGANTINE

THIS AGREEMENT between THE CITY OF BRIGANTINE, with principal offices located at 1417 W. Brigantine Avenue, Brigantine, NJ 08203, a Municipal Corporation of the State of Jersey, (hereinafter, "City") and CONCESSIONAIRE with principal offices located at _____, (hereinafter, "Concessionaire"), (hereinafter the "Concessionaire"), is made on this _____ day of _____, 2023.

WITNESSETH:

WHEREAS, the City is the owner of a golf course in the City of Brigantine known as the Links at Brigantine Beach (hereinafter "The Links"); and

WHEREAS, as part of the facilities at The Links, there are facilities for food and beverage preparation and service including a kitchen and dining room facilities; and

WHEREAS, the City has issued a Request for Proposals and Qualifications for food and beverage concessionaire services and has received a proposal from Concessionaire, and reviewed that proposal and finds the proposal demonstrates the abilities and quality of service that the Concessionaire will provide; and

WHEREAS, the City desires to contract with Concessionaire pursuant to which Concessionaire will provide food and beverage concessionaire services at The Links; and

WHEREAS, the Parties have negotiated and agreed upon the terms and conditions as provided for more specifically below.

NOW, THEREFORE, for good and valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

**CITY OF BRIGANTINE
RFP DOCUMENT SUBMISSION CHECKLIST**

Required
With
Response

Read, Signed
and Submitted
(Respondent's initials)

A. FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF RFP

- Stocker Disclosure Certification _____
- Affidavit of Non-Collusion, properly notarized _____
- Required Evidence EEO/Affirmative Action Regulations Questionnaire
Submit Copy of State Certificate of Employee Information Report _____
- Proposal Cost Form / Signature Page _____
- Acknowledgement of Receipt of Addenda (To be completed if Addenda is issued) _____

- Disclosure of Investment Activities in Iran – Submit with bid response _____
- Other: _____

B. MANDATORY ITEMS, REQUIRED NO LATER THAN TIME PERIOD INDICATED

- Business Registration Certificate – Bidder – Prefer with Bid Response
Required by Law Prior to Award of Contract _____
- License(s) or Certificates Required by the Specifications – RFP Response _____
- Certificates of the Required Insurance Naming Brigantine Additionally Insured
Required by Law Prior to Award of Contract _____
- Other: _____

C. FAILURE TO SUBMIT ANY OF THESE ITEMS AT TIME OF BID MAY BE CAUSE FOR REJECTION

- Qualification Statement _____
- Three (3) references for similar projects _____
- Other: _____

D. READ ONLY

- Americans with Disability Act of 1990 Language _____

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the respondent bidder of the need to read and comply with the specifications.

Name of Respondent: _____ Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____ Phone: _____

**CITY OF BRIGANTINE
PROPOSAL COST FORM/SIGNATURE PAGE**

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Work attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services for the following:

**RESTAURANT AND CATERING CONCESSION SERVICES AT THE BRIGANTINE GOLF LINKS
COURSE AND CLUB HOUSE**

MINIMUM BID	AMOUNT BID:
MONTHLY FEE	
\$1,500	\$ _____

The undersigned is a _____
(Corporate)
(Partnership) under the laws of the State of _____ having
(Individual)

Its principal office at _____

Company Federal I.D. # or Social Security #

Address

Signature of Authorized Agent Type or Print Name

Title of Authorized Agent Date

Telephone Number Email Address

Fax Number

**CITY OF BRIGANTINE
OWNERSHIP STATEMENT – STOCKHOLDER DISCLOSURE FORM**

LEGAL NAME OF BIDDER: _____

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Other, Please List _____ | |

The list below contains the names and addresses of all stockholders who own ten (10%) percent or more of the above company's stock, and if there are **NO STOCKHOLDERS OF 10% OR MORE**, simply check the **second box below**. If one or more such stockholders or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, must also be listed.

The disclosure shall be continued until names and addresses of every person who is a non-corporate stockholder, or individual partner, exceeding the 10% ownership criteria established in this act, has been listed, in full compliance with Chapter 33 of the New Jersey Public Laws of 1977.

BIDDERS/RESPONDENTS MUST CHECK THE APPROPRIATE BOX:

- I certify that the **list below** contains the names and 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.

Publicly Traded - For publicly traded entities to comply with N.J.S.A. 52:25-24.2 they may submit the name and address of each publicly traded entity, and the name and address of each person holding 10% or more beneficial interest in the publicly traded entity as of the last annual filing with the Security Exchange Commission (SEC), or foreign equivalent

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

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

Stockholder Name _____

Address _____

Percentage of Ownership _____ %

Stockholder Name _____

Address _____

Percentage of Ownership _____ %

Stockholder Name _____

Address _____

Percentage of Ownership _____ %

(Note: Attach additional pages if necessary)

(Respondent/Respondent Authorized Signature)

(Date)

(Print name of authorized signatory)

(Title)

**CITY OF BRIGANTINE, NEW JERSEY
NON COLLUSION AFFIDAVIT
(N.J.S.A. 52:34-15)**

State of _____

County of _____

I, _____ residing in _____
(Name of Affiant) (Name of Municipality)

in the County of _____ and State of _____ of
full age,

being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____,
(Title or Position) (Name of Firm/Company)

the Bidder/Respondent making this Proposal for the Bid/RFP entitled _____

(Title of Proposal)

and that I executed the said Proposal with full authority to do so; that said Bidder/Respondent 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 City of Brigantine relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract. 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 Firm/Company)

(Signature of Affiant)

(Type or Print Name of Affiant)

**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.

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 agreement, a notice, to be provided by the agency contracting officer advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted 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 decisions.

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: _____

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 111XX

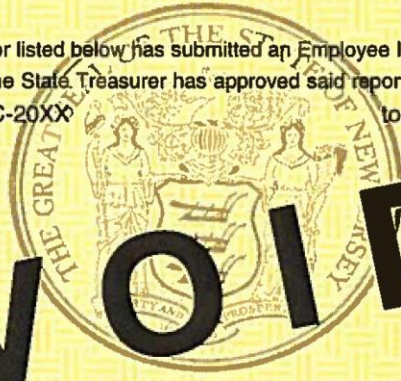
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

**SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625**

VOID



State Treasurer

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 Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

CITY OF BRIGANTINE, NEW JERSEY

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES.

PREFER SUBMITTED WITH BID RESPONSE
REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 352 TRENTON, NJ 08646-0352
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		
FORM-BRC(08-01)	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	

CITY OF BRIGANTINE

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE - PART 1 BY CHECKING EITHER BOX BELOW

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal nonresponsive. If the Director finds a person or entity to be in violation of law, that they 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.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P. L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: ADDITIONAL INFORMATION

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

PART 3: CERTIFICATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the City of Brigantine and that the City at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

CITY OF BRIGANTINE, NEW JERSEY

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder does hereby acknowledge the receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledgement for: _____
(Name of Bidder)

By: _____
(Signature of the Authorized Representative)

Name: _____
(Please Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED

**CITY OF BRIGANTINE, NEW JERSEY
RIGHT TO EXTEND – TIME OF AWARD**

The City of Brigantine is required by The Local Public Contracts Law, N.J.S.A. 40A:11-24, to make an award on products or service within sixty (60) days of the bid opening date.

Should the City of Brigantine require an additional thirty (30) days extension to make an award of this bid, by signing this document you shall grant the City of Brigantine the right to extend this award up to ninety (90) days, if deemed necessary.

Name of Bidder: _____

By authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

Type of Product or Service Offered: _____
