

**City of Brigantine**

**Competitive Contracting Request for Proposals for**

**Operation and Management of the Food & Beverage  
Concession at the Brigantine Golf Links**

PROPOSAL SPECIFICATIONS FOR FIVE YEAR  
FOOD AND BEVERAGE CONCESSIONAIRE AGREEMENT  
AT THE BRIGANTINE GOLF LINKS

PROPOSAL DUE DATE:  
April 12, 2023 at 11AM

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

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

## NOTICE TO VENDORS

Notice is hereby given that pursuant to the New Jersey Public Contracts Law, competitive proposal process, N.J.S.A. 40A:11-4.1 through 4.5, sealed proposals will be received by the Municipal Clerk of City of Brigantine, Atlantic County, New Jersey for a **Contract for the Operation and Management of the Food & Beverage Concession at the Brigantine Golf Links** opened and read in public at the Municipal Building, City of Brigantine 1417 W. Brigantine Avenue, Brigantine, NJ 08203 on March 16, 2023 at 11:00 AM prevailing time.

Proposal Specifications and Instructions may be inspected and obtained from 8:30 a.m. to 3:45 p.m., Monday thru Friday in the City Clerk's Office, 1417 W. Brigantine Avenue, Brigantine, NJ 08203.

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

The award of the contract for this project is contingent upon the availability of funds. However, it is expected that no outlay of municipal funds will be required for all start-up costs. The right is also reserved to reject any or all proposals or to waive any informalities where such informality is not detrimental to the best interest of the City of Brigantine.

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

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

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

Lynn Sweeney, RMC  
Municipal Clerk

### **Proposal Intent**

The City of Brigantine (the “City”) is soliciting competitive sealed proposals from qualified firms/individuals (the “Vendor” or “Concessionaire”) 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 offers a full range of high-quality food and beverage services.

### **Primary Objectives**

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

- Select a highly qualified provider with the expertise and experience in the full scale operation of the facility;
- Work with a vendor that can operate the facility without financial assistance from the City.

### **Contract Term**

Pursuant to N.J.S.A. 40A:11-4.2, the City intends to enter a contract with this concessionaire for a maximum term of five (5) years.

### **Instructions to Potential Vendors**

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

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

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

- The organizational structure and financial capabilities of the vendor;
- History and organizational strength of similar missions;
- Experience operating similar projects and gaining necessary approvals from state agencies;
- Knowledge of New Jersey statutes, rules and regulations for permitting and licensing;
- Clarity and conciseness of the submittal;
- Responsiveness to and understanding of the scope of work, management of site conditions;
- Overall demonstration of reliability of program operation, etc.
- Overall ability to operate this facility.

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

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

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

### **Request for Information**

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

**ALL REQUESTS FOR INFORMATION MUST BE IN WRITING OR VIA ELECTRONIC COMMUNICATION. THE CITY WILL NOT DISCUSS ASPECTS OF THIS PROJECT OVER THE PHONE. A SITE TOUR CAN BE ARRANGED BY CONTACTING THE CITY. DO NOT ATTEMPT TO VISIT THE SITE WITHOUT PRIOR AUTHORIZATION.**

Questions received after April 6, 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.

### **Dates**

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

<b>EVENT</b>	<b>DATE/TIME</b>
Proposal Advertisement	March 20, 2023
Deadline to arrange site visits	March 31, 2023
Deadline for inquiries	April 6, 2023
Proposal due date	April 12, 2023 at 11:00 a.m.
Evaluation committee meetings	April 13-April 21, 2023
Anticipated award	May 3, 2023

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

### Proposal Submission Instructions

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

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

Lynn Sweeney, Municipal Clerk  
City of Brigantine  
1417 West Brigantine Avenue  
Brigantine, New Jersey 08203

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

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

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

### Response Costs

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

### Disclosure of Records and Confidentiality of Information

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

### Proposal Modification or Withdrawals

Prior to the proposal receipt date, a submitted proposal may be modified or withdrawn by notice to the City at the location designated for receipt of proposals. Such notice shall be in writing and in order to be effective, must be received on or before the applicable submission deadline. A

withdrawn proposal may be resubmitted up to the proposal opening date and time, provided that it then fully complies with the requirements of this proposal request.

### **Accuracy of Information**

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

### **Joint or Partnering Proposals**

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

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

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

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

## **Terms and Conditions**

### Terms and Conditions/Form of Agreement

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

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

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

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

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

## **Conflict of Interest**

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

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

## **Ethics**

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



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

### **Proprietary Information**

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

### **OSHA Requirement**

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

### **Insurance Requirements**

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

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

### **Indemnification**

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

### **Site Inspection**

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

### **Acceptance and Exceptions**

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

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

### **Proposal Evaluation Method**

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

The contract resulting from this proposal request, if any, shall be awarded to the most responsive vendor whose proposal is determined to provide opportunity for the continued operation of the food and beverage services at the Brigantine Golf Links (also referenced herein as "Golf Course" or "Premises").

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

Should two or more proposals rank closely enough to warrant further evaluation the City reserves the right to conduct finalist evaluations. If so, vendors identified as finalists will be invited to undergo further evaluation. If the finalists express an interest in continuing to participate in the evaluation process, finalists will be invited to present their proposal as part of the final evaluation process. Site visits to the vendor's completed projects may also be performed.

### **Vendor Reference Checks**

Notwithstanding the liquor license background check and application process, the City reserves the right to contact, interview and evaluate the vendor's references; contact any vendor to

clarify any response; contact and interview any current users of a vendor's services; solicit information from any available source concerning any aspect of a response; and seek and review any other information deemed pertinent to the evaluation process.

## **SCOPE**

### **General Overview**

It is the City's intent to contract with a 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 beverage 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 is permitted to make improvements to the facility with advanced written approval from the City. Said approval shall confirm whether improvements are to remain with the facility at the end of the contract term.

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:

A. Dates of Operation:

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

B. 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.

C. 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 in the Sample Form at Exhibit “B” with shall be incorporated into the resulting agreement, which includes a Minimum Monthly Fee requirement.

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”), 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.

In addition to the concession fees described above and set forth in the fee schedule tables in Section I of Exhibit “B”, 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.

#### D. 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 of this proposal and a final list shall be incorporated into the Agreement.

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

1. 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 "D". If Concessionaire wishes to replace such equipment and furnishings with Concessionaire's equipment, Concessionaire may do so.
2. Maintenance of Equipment and Furnishings. All equipment and furnishings provided by Concessionaire shall be maintained at the expense of Concessionaire.
3. 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.

#### E. 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 and Off-Season unless the Concessionaire does not operate during the Off-Season in which case the City shall maintain the public restroom facilities during the Off-Season.

### **Bid Security**

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

A. [X] BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of \$20,000, payable unconditionally to the City. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid. Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the City Solicitor. The check or bond of the unsuccessful Vendors) shall be returned as prescribed by law. The check or bond of the bidder to whom the Agreement is awarded shall be retained until an Agreement is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into an Agreement pursuant to N.J.S.A. 40A: 11-21.

B. [X] LETTER OF CREDIT / CASH DEPOSIT (Required Upon Vendors Execution of Agreement)

Successful bidder shall simultaneously with the delivery of the executed Agreement(s), submit a Letter of Credit or Cash Deposit in the following amount: \$25,000 for the catering and restaurant facility as security for the faithful performance of this Agreement. If in the form of a Letter of Credit, it shall be in a form acceptable to the City Attorney and renewable for the life of the Agreement(s). Failure to deliver this with the executed Agreement shall be cause for declaring the Agreement null and void.

### **Preparation of Bids**

A. The City is exempt from any local, state or federal sales use or excise tax.

B. Successful bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include this cost in the bid price agreement.

C. Submission of a bid, proposal or other offer or submission constitutes the Vendor'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 proposal constitutes a waiver of any claim to confidentiality, or any protest based on such a claim. By the submission of any proposal, the Vendor represents that the matters stated therein are true and correct.



### **Assignment or Sublease**

The successful Lessee will not assign or sub-Agreement any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City.

### **Liquor License – Alcoholic Beverage Control (ABC).**

A concessionaire's license has been issued by the Division of Alcoholic Beverage Control (the "ABC") for use at the Brigantine Golf Links. Any successful bidder on this aspect of the operation must complete all required applications to ABC and must be approved as a concessionaire to utilize this license prior to commencing the Agreement term. All vendors submitting Bids shall become familiar with the requirements of ABC in this regard. By submitting a bid, vendor warrants that it is, to its knowledge, qualified to receive the license and sees no impediment to same. The Agreement for the catering and restaurant concessions shall be conditioned upon a satisfactory background check and all other ABC requirements necessary to use the license. Failure of a vendor to qualify shall be deemed an inability to enter into the proffered agreement resulting in a forfeiture of the vendor's Bid security and termination of the Agreement with no further obligation on the part of the City. A copy of the concessionaire's license shall be provided to the City upon receipt. The vendors ABC concessionaire's license shall include the right to serve alcoholic beverages throughout the facilities including the golf course unless prohibited by ABC.

In the event that Concessionaire does not secure such license from the Division of Alcoholic Beverage Control by June 1, 2023, 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.

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

### **Required Bidder Qualifications**

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

### **General Details**

- A. Statement of the Vendor's qualifications and detail your experience providing the type of services requested herein. Include a general overview and history of your company, number of years in business, number of employees, location of your business headquarters, type of business, names of the firm's chief officers, and where you do business.
- B. Identify proposed senior staff members who would be involved in providing the services requested herein and submit statements or resumes detailing their qualifications. Include the name and resume of the individual or individuals who would manage and supervise the

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.

### **Specific Experience Recommended**

#### **1) Restaurant and Catering Facilities.**

- (a) A minimum of ten (10) years in the hospitality and food service field operating food service functions of similar size at a quality food service level.
- (b) A minimum of seven (7) years in the operation of banquet and catering functions of similar size.
- (c) A minimum of seven (7) years being fully accountable, financially and otherwise, for the entire operation of a food and beverage facility of similar size.
- (d) Demonstrated financial capacity to operate and maintain the subject facility and make any proposed capital improvements.
- (e) Demonstrated ability to obtain the necessary concessionaire's license from ABC, including consent to submit to a preliminary background check, a certification identifying any prior ABC discipline for bidder or its principals.

#### **2) Additional Required Information.**

- (a) All Vendors shall also certify:
  - i. **That** they have read and are familiar with prevailing wage requirements;

ii. That they are familiar with the requirements of the ABC for operation of facilities serving alcoholic beverages.

(b) Vendors shall provide specific information setting forth:

i. The name, address and business form of the individual, company or corporation that will operate the facilities.

ii. The duration and extent of experience and training of management personnel to be assigned.

iii. A list of similar operations and locations where bidder has operated manual food service including the length of time bidder has operated at each location.

iv. A list of at least three client references for similar catering/food service operations

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

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

Provide all of the following:

- A. A general statement of your understanding of the project.
- B. A description of your proposed approach to project scope of services that includes each of the following:
  1. A detailed description of the services and type of serving arrangement which the Vendor proposes to provide. (Example: cafeteria style, serve-yourself, uniformed servers, sample of menu, type of atmosphere, etc.)
  2. A detailed description of all furnishings and equipment which the Vendor 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.
- 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.

### **Capital Improvements**

To differentiate one potential vendor from another, the City recommends a Vendor make a viable commitment for capital improvements to be made during the term of the Agreement. Vendors shall set forth their proposed capital improvements with detailed cost estimates for review. At least 50% of the capital improvements proposed as measured by the minimum cost set forth herein shall be completed in the first two years of the five term. The cost of the improvements will be discounted to present value in evaluating the bidder's total Bid package. The improvements listed, below, are only suggested improvements and are not required. Vendors should feel free to offer alternate or additional improvements.

#### **1) Suggested Capital Improvements -- Restaurant & Catering.**

- (a) Upgrade and refurbishment of kitchen and kitchen fixtures and equipment.
- (b) Expansion of restaurant facilities.
- (c) Redecoration of banquet room and ancillary facilities.
- (d) Upgrade of furniture or fixtures.

### **Renovation Rights of the City**

In the unlikely 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.

### **Proposed Financial Agreement**

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

#### **Compensation to the City**

- A. Monthly Fee. Concessionaire shall pay to the City a monthly fee in the amount of at least \$1,000.00 per month 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.
- B. Concessionaire shall pay to the City at least two percent (2%) Revenue Sharing Fee based upon the gross revenues received by Concessionaire pursuant to this Contract for the prior

month. 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.

- C. Vendors 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. Vendors 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.
- D. For the Other Fees identify 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.

#### **Other Required Information**

- A. Interest in sustainability, recycling, and other environmental matters. The City has an interest in measures used by its suppliers to ensure sustainable operations with minimal adverse impact on the environment. Please state whether your 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.
- B. Electronic payment. The City would like to find out whether Vendors can submit electronic payments and remittance advices. Please provide information relating to: (1) your ability to submit electronic payments and remittance advices and (2) your policy, if any, regarding electronic payments.
- C. City Ethics Requirement. Include the following two paragraphs in your proposal and then add your own written acknowledgement that you have read the paragraphs and agree to comply with their terms.

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

The Vendor represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an 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.

D. 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?

### **Additional Vendor's Information**

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

**NOTE: The successful vendor will be required to enter into an Agreement containing the general terms described hereafter. It is the obligation of every vendor submitting a Proposal to be familiar with the Agreement terms, to be able to comply with the Agreement terms and to address its Proposal Response to every element of contractor's responsibility thereunder.**

## **TERMS OF THE AGREEMENT**

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

A. It is the City's intent that this Agreement will be effective on November 1, 2023 and will run for a term of five (5) years (April 30, 2028). It is specifically understood and agreed that such items

relative to manual food service which are not addressed herein which may from time to time be added or excluded from this Agreement shall be added or excluded without voiding in any manner the provisions of this Agreement. Such additional or deleted coverage shall be furnished to the City by the Vendor with such additional consideration as is necessary to make it legal and enforceable. It is the intent of the City to purchase manual food service management exclusively from the Vendor. The Agreement shall terminate at the end of its term. The City cannot extend or renew through the formal contracting process provided for by law. Vendor may not sell, assign, sublease or transfer its interest in the Agreement in any way without the prior written approval of the City.

B. Recognizing that the successful operation of this Agreement is dependent upon the favorable response of the users of the facilities, the Vendor shall meet regularly, and in no event less than quarterly, to work with the General Manager or his respective designee, to effect adjustments in operation and areas of common interest and shall cooperate at all times to maintain maximum efficiency and good public relations with the community, club members, and City representatives. The Vendor shall further come before City Council, when called, for general presentation and/or reporting purposes but not more than once per budget cycle.

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

D. If because of calamity which is not covered by business interruption insurance, business operations at the Golf Course shall be interrupted or stopped, performance of this Agreement, with the exceptions of monies already due and owing shall be suspended and excused to the extent commensurate with such interfering occurrence and the expiration date of this Agreement may be extended for a period of time equal to the time that such interruption in performance is excused. The City shall have the exclusive and sole right to determine whether to excuse Agreement performance pursuant to this subparagraph.

E. The Vendor shall maintain during the term of this Agreement, all insurance requirements as set forth in this specification.

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



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

H. Insurance certificates indicating the required minimum coverage shall be issued prior to the commencement of this Agreement to the General Manager and shall be subject to review and approval by the City Solicitor.

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

J. The Vendor shall furnish all food, beverages, supplies and equipment herein specified and all management and labor necessary for efficient nutritional, sanitary and ecologically sound operation of the manual food service included in this Agreement.

K. The City permits the Vendor to use such spaces as necessary to carry out the terms of this Agreement, which are further described on the respective Descriptions of Premises made a part of this Request for Proposals. Such spaces for the catering facility and restaurant operation are defined by the City as areas for storage, preparation and service of food, dining rooms, office space and such other space as mutually agreed. The City has provided the Vendor with the initially adequate facilities to be used for the food service. Such facilities include fixed and movable equipment, expendable equipment, and may include some glassware, flatware and chinaware. The City shall provide heat, gas, electricity, refrigeration, hot water and steam. The Vendor will be responsible to reimburse the City for a percentage (to be determined by the City) for all utility costs related to that portion of the facility which the Vendor has use of or is responsible for. That percentage for the catering facility and restaurant is currently fixed at 75% and will only be adjusted in the event of change in facilities made available to Vendor. The percentage for the golf course operations, including charging of carts, is currently fixed at 25% and will only be adjusted in the event of change in facilities made available to Vendor.

L. With regard to the catering and restaurant concessions, the City and the Board of Health shall have the right to the inspection of all areas including but not limited to the kitchen, dining facilities, storage and auxiliary service rooms and the operation thereof, operated by the Vendor with respect to the quality and quantity of food service, the method of service, opening and closing hours and generally with respect to the use, safety, sanitation and the maintenance of said premises, all of which shall be maintained at a level satisfactory to the City. The City shall likewise have the right to inspection of all areas of the golf course operation, all of which shall be maintained at a level satisfactory to the City. The City shall have the right to make from time to time reasonable regulations with regard to all such matters, and the Vendor agrees to comply with such regulations. Authorized representatives of the City shall have the full right of access to all areas of said premises at any and all times. The Vendor shall have an obligation to operate in a manner consistent with generally accepted restaurant and/or course operation procedures. The Vendor shall cooperate with the City to maintain comparable and competitive standards of service, food quality, menu variety, portion size and prices, as the case may be, with that available in the country club services. At any

time when it can be determined by the City that any of services can be better performed in the best interest of the City or its clientele in an improved manner, they may become part of the Vendor's responsibility and amended to this Agreement by mutual agreement.

M. No sign, advertisement or notice shall be affixed to, erected, placed upon or painted on any part of the Premises by the Vendor or anyone acting under Vendor without the express written consent of City.

N. Vendor recognizes that this Agreement will be awarded for: (1) catering and restaurant concessions. The Agreement shall be for a term of five years with no extension. Vendor also recognizes that the City will retain control over the golf course facility. The Vendor submitting the successful proposal on the restaurant & catering shall be obligated to work in conjunction with the operator of the golf course, the City, in order to ensure cooperation with regard to tournaments, group events, and related operations. The restaurant & catering Vendor will be required to accommodate, to the best of its abilities, events that rely on both the catering or restaurant, and the course. The restaurant & catering Vendor will be required to integrate the restaurant, including menu and dress code requirements, to accommodate the golfers at the course.

## **II. MANUAL FOOD SERVICES:**

A. Manual food service under the specifications of the resulting Agreement shall include the exclusive operation by the Vendor of all food and beverage services and facilities and other mutually agreed areas for the supply of all foods, beverages and products typically sold, excluding vending services.

B. The General Manager or the Manager's designee shall meet regularly with the Vendor's food manager to evaluate food service focusing on comments and providing information which can result in needed changes or improvements.

C. The Vendor shall be alert to changing food service trends, new market forms of food and changing diet patterns being evolved throughout the food service industry. As a result, and with input from the General Manager, it shall continually initiate ideas for varied methods of food service merchandising, public relations, promotions and menu presentations to increase service and maximize potential revenues. The General Manager shall encourage and cooperate with the Vendor to promote and merchandise services and products in the fullest to attract members and non-members to enjoy and fully utilize the food facilities. The Vendor shall implement, merchandise and promote these new services and product variations in a manner typical of successful operations. Promotion techniques shall include all publicity and advertisement, including paid ads in publications, radio announcements and approved point of purchase displays.

D. Pricing and Minimum Portions.

- 1) Menu portions and prices shall be competitive with comparable menu items served by other successful quality food service operations in the greater Atlantic County area.

- 2) At the start of the Agreement, the Vendor shall provide a detailed listing of menu items and prices of all menu items intended to be served for prior review by the City and/or its representatives. Vendor and the City shall discuss concerns regarding items and prices in light of the public nature of the facilities prior to implementation.
- 3) The Vendor shall comply with the minimum food portions specified and mutually agreed and shall affect control and uniformity through group employee training sessions.
- 4) All prices are exclusive of the State sales tax.

E. Food and Supplies Specifications.

- 1) All food and supplies purchased shall be in conformance with the specified minimum Standards of Federal and State specifications. The City, or its representatives, shall periodically, as deemed necessary, inspect the Vendor's inventory of food and supplies to determine that purchasing standards are maintained.
- 2) Grade minimum for food items shall be:
  - (a) Meat (dry heat cooking): USDA Choice Cut I.M.P. specifications
  - (b) Meat (moist heat cooking): USDA Choice Cut I.M.P. specifications
  - (c) Poultry, Seafood: US Grade A
  - (d) Eggs: US Grade A Large Size
  - (e) Pure Ground Beef: USDA good or better, not to exceed 20 13/0 fat
  - (f) Fresh Fruits and Vegetables: USDA Grade A
  - (g) Canned Fruits, Vegetables, Juices: USDA Grade A
  - (h) Frozen foods, Fruits, Vegetables, Juices: USDA Grade A
  - (i) Dairy Products, Cheese: USDA Grade A

F. At the start of this Agreement, the Vendor shall submit all service day and hour schedules to the City, in writing, for review prior to implementation.

G. The Vendor and the General Manager, shall in addition to any other matters concerning the operation of the facility, set and establish a schedule of hours of operation for the facility. The hours of operation shall, once approved, become a part of the Vendor's obligation. The Vendor shall be required to comply with the approved hours of operation and shall not alter those hours of operation without the prior express written approval of the City.

### **III. CATERING SERVICE:**

A. Food and beverage service for banquets, private parties, receptions, refreshment services or other special events shall be provided by the Vendor.

B. The Vendor shall supply to the General Manager on a monthly basis a current listing of all future bookings setting forth the name of the party, the number in the party, the amount of deposit, the date of the affair and the agreed total cost or price of the affair.

#### **IV. PERSONNEL, EMPLOYMENT PRACTICES, STAFFING AND SCHEDULES:**

A. In connection with the performance of work under the Agreement, the Vendor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, sex, physical condition, development disability (as defined in New Jersey Statutes) or national origin. This provision shall include, but not be limited to, the following: employment upgrading, demotion, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Vendor further agrees to take affirmative action to insure equal employment opportunity for persons with disabilities. The Vendor agrees to post in conspicuous places available for employees and applicants employment notices setting forth the provisions of the nondiscrimination clause.

B. Vendor shall at all times maintain on duty at the Golf Course an adequate staff of employees for efficient operations. A principal of the Vendor shall be present and on site at the facility for a portion of each operating day. In the event the Vendor is a sole proprietor, the term "principal" shall mean a proprietor. In the event the Vendor is a corporation or partnership, the term "principal" shall mean a principal stockholder of the corporation or a partner. It is expressly understood that it is the intent of this provision to require that a principal would be involved in the day-to-day, on-premises management of the operation. In addition, at the commencement of this Agreement the Vendor shall designate a General Manager at the facility. The General Manager shall be authorized by the Vendor to act on the Vendor's behalf with respect to all issues concerning the operations of the facility and the City. It shall be entitled to rely upon that authority except with regard to the issues of termination or modification of the fee schedule and terms set by this Agreement. The General Manager shall devote full time to on-premises management of the operations. Once selected by the Vendor and approved by the City, the General Manager shall not be removed except for cause as would lead to dismissal from all employment by the Vendor. The Vendor shall at all times provide expert administrative, purchasing, equipment, consulting and personnel supervision. For valid reasons and upon notice to the Vendor, the City or its representative shall have the right to eject any employee of the Vendor.

C. Personnel relations of employees on the Vendor's payroll shall be the Vendor's responsibility. The Vendor shall comply with all applicable government regulations related to the employment, compensation and payment of personnel. All employees of the Vendor at the facilities who handle cash shall be bonded and a list of said employees furnished to the General Manager. This list shall be reviewed and approved annually or at any time during the year by the General Manager.

D. The Vendor shall have the resources and staff for continually providing satisfactory training and development programs for his employees at all levels of the organization. Regularly scheduled employee training should be conducted by the Vendor regarding such subjects as refrigeration maintenance, defensive driving, equipment repairs and proper sanitation. The Vendor shall be responsible for the expense of such training meetings.

E. Personnel of the Vendor shall observe all regulations of the Golf Course. Failure to do so may be grounds for dismissal.

G. Employee uniforms shall be selected by the Vendor which are mutually agreed to by the City and the Vendor to be the best suited for the job function intended, and easily and appropriately identifying the Vendor and employee by name. Exception shall be determined by mutual agreement of the City and the Vendor.

H. Various laws of the State of New Jersey, statutes and/or regulations, require that certain food handlers take and pass a food handlers examination. The City shall require certification that food handlers under this Agreement have taken and passed said examination as required by law, and the cost of these examinations shall be the Vendor's responsibility. The Vendor may require all of its employees to submit to health examinations before being hired and periodically, at least annually or as frequently and as stringently as required by law, and to submit satisfactory evidence of compliance with all health regulations to the City.

**V. EQUIPMENT, UTILITIES, SUPPLIES AND SPACE USE:**

A. The City shall supply the Vendor with a physical inventory of all expendable and non-expendable supplies (ex., dishes, glasses, silverware) and capital equipment at the start of the Agreement. Depletions shall be replaced by the Vendor. The Vendor taken and maintain ownership of all non-expendable supplies purchased.

B. On termination or expiration of this Agreement, the City shall conduct a physical inventory of all capital equipment. At that time, the Vendor will surrender the facilities and capital equipment to the City in as good condition as at the start of this Agreement; ordinary wear and tear and loss or damage by fire, flood and other perils covered by extended coverage insurance excepted.

C. The Vendor is responsible for control of keys obtained from the Premises and security of those areas for which and when they are used by his representatives. The Vendor shall be responsible for immediately reporting all facts relating to losses incurred equipment damage or break-ins to his equipment and/or areas of the Premises to the General Manager. The City shall be responsible for key issue and periodic review of key control. The City is responsible for the cost of re-keying and replacing lock cylinders as determined by the City. The Vendor shall be responsible for the replacement of lost keys and the cost of re-keying and replacement of locking cylinders required as a result of his negligence and/or loss of keys. A City selected representative shall have a set of all keys or door entry combinations to all rooms and storage areas in case of an emergency.

D. The City shall not guarantee an uninterrupted supply of water, steam, electricity or heat except that it shall be diligent in restoring service following an interruption. The City shall not be liable for any loss which may result from the interruption or the failure of any such utility services.

E. The State, County and City officials shall have the unfettered right to inspect any and all locations, facilities or portions thereof on an ongoing basis to ensure that the facilities are being maintained in accordance with municipal, County Health standards.

## **VI. EQUIPMENT & FACILITY MAINTENANCE, REPLACEMENT & SANITATION:**

A. The equipment and facilities shall be maintained through the life of this Agreement in a condition satisfactory to the City and in compliance with the manufacturer's warranties and sanitation procedures. The Vendor shall adhere to the highest standards of cleanliness and sanitary practices to ensure continual sanitation in all functions and matters related to the execution of the terms of this Agreement, including food handlers' appearance and performance in the preparation, service, transport and storage of food and related items. Upon termination of the Agreement, the equipment and fixtures shall be turned over to the City or successor operator, as the case may be, without charge.

B. Inspectors of the Atlantic County Board of Health shall have complete cooperation and access to all service, production and storage areas for inspections which they may conduct. These inspections may be at the request of the City or on said agency's own discretion. A management representative of the Vendor shall conduct frequent equipment and facility maintenance and sanitation inspections as part of his equipment upkeep policies. A copy of all inspection reports shall be furnished to the General Manager by the Vendor. The Vendor is responsible to implement corrective operating measures as a result of these inspections and reports, within ten (10) days of notification from the inspections agency and with the mutual agreement of the City.

C. The Vendor shall provide housekeeping, window washing, cleaning methods and sanitation service, and the equipment and supplies for all food service equipment in all areas of the Premises. This shall include, but not be limited to, production, serving kitchens, refrigerators, freezers, receiving and storage, trash and garbage, dining and service areas, employee locker and restrooms.

D. Structural repairs such as the roof, sewer or water lines are the responsibility of the City unless the damage is created by the negligence of the vendor. The vendor is responsible for maintenance contracts and repairs of HVAC, kitchen systems, irrigation system and other key building or course elements necessary in the performance and operation of the Agreement. The Vendor, at its sole cost and expense and throughout the term of this Agreement, shall keep and maintain the premises, including water heaters, roof fans, plumbing, plumbing fixtures, mechanical and electrical systems, heating and air conditioning systems (HVAC), Vendor's Improvements, betterments and other special equipment attached to the premises, glass, windows, doors, overhead doors, loading dock bumpers, and carpeting, in good order and condition free of dirt and rubbish, and shall promptly make all repairs necessary to keep and maintain the aforesaid and the premises in good order and condition. Except for structural repairs such as the roof and sewer or water lines, the term "repairs" shall include replacements and renewals when necessary. All repairs made by Vendor shall utilize materials and equipment which are at least equal in quality and usefulness to those originally used in constructing the premises. Vendor shall also repair and maintain any openings in the roof or walls specifically installed by or for Vendor. All repairs required by Vendor shall be completed within thirty (30) days after written notice from City to make such repairs. In the event the Vendor does not complete the repairs within thirty (30) days, then City, may, but shall not be required to, make the repairs and the cost thereof shall become immediately payable by Vendor as an additional fee under the Agreement.

E. Prior to occupation of the premises, the Vendor shall submit proposed maintenance contracts for major kitchen systems, walk-in refrigeration and freezer boxes, HVAC to the City. The City shall review contracts for appropriate scope of service and technical competence to ensure proposed contractor will maintain facility systems in proper working order. Upon approval by City, Vendor shall execute maintenance contracts at its sale expense. Vendor shall continue maintenance contracts during the entire term of its Agreement. Any changes in the maintenance contract terms or vendors must be approved by the City. City shall pay for building security system maintenance and repairs at its sale expense unless Vendor actions are found to cause damage or malfunctions, in which case, the cost is added to as an additional fee under the Agreement.

F. The Vendor shall provide waste containers and bag liners in the areas where necessary and in sufficient numbers to maintain sanitary standards to trash disposal. All waste containers shall be kept in a clean and satisfactory condition at all times, and emptied as often as necessary by the Vendor.

G. The Vendor shall remove all waste container trash, master cartons, crates, etc. from the food service and storage areas to dumpsters provided and serviced by the Vendor. Dumpsters may be provided and serviced by the City, at its sole discretion.

H. The Vendor shall be responsible for the cost of insect and pest control in all food service, storage areas, and rest rooms. The Vendor shall maintain insect and pest control for his products and equipment.

I. The Vendor shall supply detergent, sanitizer, brooms, mops, etc., used in the maintenance of the production, service and dining areas and equipment specified in the terms of this Agreement, including catering, set-up and cleanup.

J. The Vendor shall supply laundry service through an outside company for the purpose of washing and/or dry-cleaning towels, uniforms, table linens, napkins, etc.

K. The catering and restaurant Vendor shall be responsible for service to the TV's, cable or satellite installation and the monthly cost of same. The Vendor is also responsible for music systems, piped-in music and for the installation, cost and monthly maintenance of any telephone systems servicing the vendor's needs including licensing or royalty fees.

L. The Vendor is responsible for the pumping / cleaning of the kitchen grease traps on a monthly basis.

M. Notwithstanding any other provision of this Agreement, it is recognized and understood that the Vendor shall be responsible for all equipment and items of personalty provided to the Vendor by the City during the useful life of such items.

## **VII. STATEMENTS, AUDITS, PAYMENTS AND BILLINGS REPORTS:**

A. In order to provide the City with an ability to assure the optimum golfing operation at the Golf Course and to enable the City to evaluate those operations, the Vendor shall provide to the General Manager or the Manager's designee once each month, a financial statement report from the Point of Sale System used for the business in a form as prescribed by the City Purchasing Agent.

The statement report shall be provided within thirty (30) days after the end of any calendar quarter. In addition, the Vendor shall provide to the General Manager on a monthly basis, no later than fifteen (15) days after the close of any calendar month, a listing of all advance bookings of banquets, tournaments, and other events to be held at the Golf Course to include the date of the event, a description of the portion of the facility to be used for such event, the number of people anticipated at any such vent, the amount of deposit, the total cost to the participant for the event and any other descriptive information that may enable the General Manager to evaluate the effect of such a booking upon the overall operation. This provision is subject to the requirements of additional provisions contained with in this Agreement for notice to the City by the Vendor of persons making advance bookings at the end of the Agreement term and/ or its termination as contained hereinafter. Failure to provide the information requested in this paragraph will result in a penalty of \$1,000 per day.

B. Each operating statement report on a composite basis shall present revenue and expense amounts for the period being reported and fiscal year-to-date percentage ratios for each time and period in a cash basis format approved by the General Manager or designee for the Point of Sale System used for the business.

C. The Vendor hereby agrees to keep separate bank accounts and financial records for its operations at the Brigantine Golf Links. All shipment invoices and purchase invoices for the operations at the Golf Course shall be kept separate from any other transactions involving Vendor and any of its outside business the City, at its own cost, reserves the right to perform an annual supply-side audit.

## **VIII. PAYMENT:**

A. The restaurant & catering Vendor shall pay to the City a fee for the use of the facilities available to the Vendor. This fee shall be established by bid in total for the potential term of the agreement and broken down in annual amounts in each of the Agreement years, setting forth the amount of the fee the City will receive in each of the months in the first year, and monthly for each year thereafter. Throughout the term of the Agreement, the fee shall be payable on the first day of the month upon commencement of this Agreement as provided for by the Vendor in his Bid. At the expiration or termination of this Agreement, partial monthly payments shall be calculated at a per diem rate based upon the annual Agreement payment for the number of days the Vendor has possession of the facility from the date of the Agreement or the last quarterly payment.

B. When requested by the City, the Vendor shall meet with the City and review the financial operations, explain performance deviations, discuss problems and mutually agree on courses of action to improve the results of the acquired services included in this Agreement.

C. The City shall be advised by the Vendor of the schedule of the Vendor's annual audit of his records and operations. The City reserves the right and shall have the option to participate in the Vendor's audit and shall require a full report of these audits.



D. Monthly payments are due and payable on the first day of each month. Payments received after the date due are subject to a late charge of five (5%) percent of the monthly payment, which charge must accompany the payment. An additional charge of thirty-five (\$35.00) dollars will be made for checks returned for insufficient funds.

#### **IX. AGREEMENT TERMINATION:**

A. The City may terminate this Agreement for neglect as determined by the City which shall consider such items as failure to take possession, insufficient insurance coverage, failure to provide required periodic statements or payments due the City as provided for in these specifications, failure to enforce required standards or sanitation, failure to keep wage payments to employees current payment, actual or manifest intent to vacate, as evidenced by removal of goods or means of operation, or quality of services or preparation of food and beverage subjectively unacceptable to the City. This may include any cessation or diminution of service, including but not limited to, failure to maintain adequate personnel, whether arising from labor disputes or otherwise, any substantial change in ownership or proprietorship of the Vendor which, in the opinion of the City, is not in its best interest or failure to comply with the terms of this Agreement. This may also include a failure by Vendor, in the opinion and reasonable determination of City, to respond adequately to concerns and/or issues raised by City with regard to Vendor's performance in fulfilling its obligations under the Agreement and in serving the patrons of its various operations. The City Council shall be the final judge of performance for the purposes of this section of the Agreement. The Vendor, however, shall not be deemed to have waived its rights by law to any remedy to which it may be entitled, including but not limited to, appeal from final action of the Council by complaint in lieu of prerogative writ or otherwise.

B. The City shall provide ten (10) calendar days written notice of Agreement neglect and unless within that period such neglect has ceased and arrangements made to correct, the City may terminate by giving no less than sixty (60) days' notice in writing, by certified mail, registered mail or overnight delivery, of its intention to cancel this Agreement.

C. Bankruptcy.

1) The following shall be Events of Bankruptcy under this Agreement:

- (a) Vendor becoming insolvent, as that term is defined in Title 11 of the United States Code, entitled Bankruptcy, 11 U.S.C. Sec. 101 et seq. (the "Bankruptcy Code") or under the insolvency laws of any State, District, Commonwealth or Territory of the United States ("Insolvency Laws");
- (b) The appointment of a receiver or custodian for any or all of Vendor's property or assets or the institution of a foreclosure action upon any of Vendor's real or personal property;
- (c) The filing of a voluntary bankruptcy petition under the provisions of the Bankruptcy Code or Insolvency Laws;

- (d) The filing of an involuntary bankruptcy petition against Vendor as the subject debtor under the Bankruptcy Code or Insolvency Laws, which is either not dismissed within sixty (60) days of filing, or results in the issuance of an order for relief against the debtor, whichever is later;
- (e) Vendor's making or consenting to an assignment for the benefit of creditors or a common law compensation of creditor or
- (f) If levy, execution or attachment proceedings or other process of law commenced upon, on, or against Vendor or a substantial portion of Vendor's assets.

## 2) City's Remedies

- (a) **TERMINATION OF AGREEMENT.** Upon the occurrence of an Event of Bankruptcy, City shall have the right to terminate this Agreement by giving written notice to Vendor. However, this written notice requirement is waived while a case in which Vendor is the subject debtor under the Bankruptcy Code is pending. At all other times this Agreement shall automatically cease and terminate, and Vendor shall be immediately obligated to quit the Premises upon the giving of notice pursuant to this subparagraph. Any other notice to quit, or notice of City's intention to re-enter is hereby expressly waived. If City elects to terminate this Agreement, everything contained in this Agreement on the part of the City to be done and performed shall cease without prejudice, subject, however, to the rights of the City to recover from Vendor all payment and other monetary damages or loss of reserved payment sustained by City.
- (b) **SUIT FOR POSSESSION.** Upon termination of this Agreement pursuant to these provisions, City may proceed to recover possession under and by virtue of the provisions of the laws of any applicable jurisdiction, or by such other proceedings, including reentry and possession, as may be applicable.
- (c) **NON-EXCLUSIVE REMEDIES.** Without regard to any action by the City as authorized herein, City may at its discretion exercise all the additional provisions set forth below.
- (d) **ASSUMPTION OR ASSIGNMENT BY TRUSTEE.** In the event Vendor becomes the subject debtor in a case pending under the Bankruptcy Code, City's right to terminate this Agreement pursuant to this Paragraph C shall be subject to the rights of the Trustee who is subject to the Bankruptcy Court's approval to assume or assign this Agreement under 11 U.S.C. § 365 et seq. of the Bankruptcy Code.
- (e) **ADEQUATE ASSURANCE OF FUTURE PERFORMANCE.** City and Vendor hereby agree in advance that adequate assurance of future performance, as used above, shall mean that all of the following minimum

criteria must be met: (i) Vendor' s gross receipts in the ordinary course of business during the thirty-day (30) period immediately preceding the initiation of the case under the Bankruptcy Code must be at least two times greater than the next payment of payment due under this Agreement; (ii) Both the average and median o f Vendor's gross receipts in the ordinary course of business during the six (6) month period immediately preceding the initiation of the case under the Bankruptcy Code must be at least two times greater than the next payment of payment due under this Agreement; (iii) The Trustee must agree that Vendor's business shall be conducted in a first class manner, and that no liquidating sales , auctions, or other non-first class business operations shall be conducted on the premises and (iv) The Trustee must agree that the use of the premises as stated in the Agreement will remain unchanged and that no prohibited use shall be permitted.

- (f) **FAILURE TO PROVIDE ADEQUATE ASSURANCE.** In the event Vendor is unable to (i) cure its defaults, (ii) reimburse the City for its monetary damages, (iii) pay the payment due under this Agreement, and all other payments required of Vendor under the Agreement on time (or within five [5]) days, or (iv) meet the criteria and obligations imposed above, Vendor agrees in advance that it has not met its burden to provide adequate assurance of future performance, and this Agreement may be terminated by the City as provided above in City Remedies.

D. Other events of Default.

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

1. Concessionaire suspends the transaction of its usual business.
2. 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, subject to reasonable extensions approved by the City.
3. Concessionaire closes the food and beverage facilities for any period in excess of three (3) days during the golfing season described herein.
4. 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.

E. Remedies of default:

- 1) 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.

- 2) City may (but shall not be required to) cure for the account of Vendor any such default of Vendor and immediately recover as Additional Payment any expenditure made and the amount of any obligations incurred in connection therewith, plus interest at the rate of four (4 %) percent per annum over the prime rate (as said rate is published from time to time in the Wall Street Journal) from the date of such expenditure;
- 3) City may accelerate all payment and additional payment due for the balance of the term of this Agreement and declare the same to be immediately due and payable;
- 4) City, at its option, may serve notice upon Vendor that this Agreement and the then unexpired term hereof and all renewal options shall cease and expire and become absolutely void on the date specified in such notice , to be not less than sixty (60) days after the date of such notice without any right on the part of the Vendor to save the forfeiture by payment of any sum due or by the performance of any terms, provision, covenant, agreement or condition broken; and, thereupon and at the expiration of the time limit in such notice, this Agreement and the term hereof (and any extensions thereto) granted, hereunder, shall wholly cease and expire and become void in the same manner and with the same force and effect (except as to Vendor's liability) as if the date fixed in such notice were the date herein granted for expiration of the term of this Agreement. Thereupon, Vendor shall immediately quit and surrender to City the Premises by summary proceedings, detainer, ejectment or otherwise and remove all occupants thereof and, at City's option, any property thereon without being liable to indictment, prosecution or damages therefore. No such expiration or termination of this Agreement shall relieve Vendor of its liability and obligations under this Agreement, whether or not the Premises shall be re-let;
- 5) City may, at any time after the occurrence of any event of default, reenter and repossess the Premises and any part thereof and attempt in its own name, as agent for Vendor if this Agreement is not terminated or in its own behalf if this Agreement is terminated , to re-let or any part of such Premises for and upon such terms and to such persons, firm s or corporations and for such period or periods as City in its sole discretion shall determine, including a term beyond the termination of this Agreement; and City shall not be required to accept any Vendor offered by Vendor or observe any instruction given by Vendor about such re-letting or mitigation of damages. For the purpose of such re-letting, City may decorate or make repairs, changes, alternations or additions in or to the Premises to the extent deemed by City desirable or convenient; and the costs of such decorations, repairs, changes, alterations, or additions shall be charged to and be payable by Vendor as Additional

Payment hereunder, along with any reasonable brokerage and legal fees expended by City; and any sums collected by City from any new Vendor obtained on account of the Vendor shall be credited against the balance of the payment due hereunder as aforesaid . Vendor shall pay to City monthly, on the days when the payment would have been payable under this Agreement, the amount due hereunder less the amount obtained by City from such new Vendor;

- 6) City shall have the right of injunction, in the event of a breach or threatened breach by Vendor of any of the agreements, conditions, covenants or terms hereof, including the actual or threatened failure to vacate the Premises at the end of the term, to restrain the same and the right to invoke any remedy allowed by the law or in equity, whether or not other remedies, indemnity or reimbursements are herein provided. City shall have the right of distraint upon Vendor's goods pursuant to N.J.S.A. 2A:33-1 et seq. upon adequate notice consistent with due process. The rights and remedies given to City in this Agreement are distinct, separate and cumulative remedies; and no one of them, whether or not exercised by City, shall be deemed to be in exclusion of any of the others.
- 7) In the event Vendor fails to evacuate the Premises upon the expiration of this or any extended term hereunder or upon termination of this Agreement, Vendor shall pay to City double the monthly payment for the month in which this Agreement expired or City may, at its option, pursue any other remedy to which it may be entitled.
- 8) In addition to all remedies provided herein or by law, Vendor shall pay to City reasonable attorney's fees and court costs incurred as a result of such breach.
- 9) 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.

#### **X. NOTICES:**

All notices as required herein or otherwise to the City shall be addressed to the General Manager, 1417 W. Brigantine Avenue, Brigantine, New Jersey 08203. All notices to the Vendor as required herein or otherwise shall be addressed to it at its address at the time of the Bid and after commencement of the Agreement, to the Vendor's office at the Golf Course.

#### **XI. LAWS APPLICABLE:**

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

## **XII. RIGHT TO DO BUSINESS:**

This Agreement is entered into by the Vendor on the express warranty and representation that the City owns the facility and related capital improvements at the described premises and has the authority to enter into this Agreement.

## **XIII. ADVANCED BOOKINGS EXISTING AS OF DATE OF AGREEMENT ENTRY:**

Prior to the submission of a Proposal each vendor may request from the General Manager a list of all advance banquets and/or catering contracts entered by the prior operator of the facility for events scheduled subsequent to the effective date the contract at the facility. In the event that a proposed vendor receives such a list from the General Manager it shall be for the sole purpose of allowing proposed vendors to evaluate the volume of business then available for these events. The information provided pursuant to this provision shall be kept strictly confidential. There shall be no contact between any proposed vendor and patrons for advanced bookings prior to the date of Agreement award. In the event that such contact occurs, the propose vendor who initiates such contact will be automatically disqualified or if such contact occurs subsequent to the award of an Agreement to another vendor, then the successful vendor shall have all rights pursuant to law to enforce the confidentiality provisions contained herein and to seek compensatory and punitive damages from the offending proposed vendor. The party or parties who have entered into such contracts with the prior operator shall, prior to the entering of this contract, be notified by the City that a new contract shall be providing manual food services at the course. Those parties shall be afforded the option to cancel their bookings or retain their bookings. In the event that a party elects to cancel the booking, the prior operator of the facility shall be responsible for the return of any deposits made. In the event that any party desires to confirm its bookings, the contract entered by the prior operator shall be fully and completely honored by the Vendor.

## **XIV. ADVANCE BOOKINGS ON TERMINATION:**

At the expiration of this Agreement and/or its termination and in accordance with the terms of this Agreement, the Vendor shall provide to the General Manager a complete list of all events booked for the Brigantine Golf Links beyond the date of expiration and/or termination. This list shall be provided to the General Manager not less than forty-five (45) days prior to the date of termination and/or expiration. This list shall provide in addition to the date of any booking, the facilities to be used for such event and a current name and address of a person responsible for the party or parties who have contracted for the use of the facility. The General Manager shall within fifteen (15) days of receipt of the prescribed information, cause to be sent to the person or persons responsible for contracting to use the Golf Course, a notice informing such person or persons that the Vendor will not be providing manual food services at the Golf Course the date of the scheduled event and notifying such person or persons of their right to cancel the contract and obtain a refund of any deposits paid or to continue the contract and to have manual food services provided by any subsequent vendor. In the event that persons having advanced bookings wish to cancel their contracts upon such notification, the Vendor shall have the sole and exclusive responsibility for refunding any deposit paid to the Vendor. In the event that advanced bookings are continued at the Golf Course, the Vendor shall tender to the City any deposits paid on account of such advanced

booking and shall thereafter have no claim to such deposits. The Vendor agrees to fully indemnify and hold harmless the City from any claims to or arising from deposits made for advanced bookings.

## Exhibit A

Agreement to be negotiated at Review of Proposals and Award



**EXHIBIT “B”**  
**SAMPLE 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____			
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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				
<b>Totals</b>				

= 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 Proofing 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 bottom 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	Refrigerator / Freezer	Randel 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	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

1	Range	Southbend 4 Bruner range w/ griddle	Kitchen -Hot & Cold Line
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### BID DOCUMENT CHECKLIST\*

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	
<input checked="" type="checkbox"/>	Disclosure of Investment in Iran	
<input checked="" type="checkbox"/>	Bid Proposal Form	
<input checked="" type="checkbox"/>	Bid Documents with Required RFP Information	
<input checked="" type="checkbox"/>	Bid Guarantee (\$20,000) (with Power of Attorney for full amount of Bid Bond)	
	Mandatory Affirmative Action Language (Review Only)	
<input checked="" type="checkbox"/>	Initial Part VII (Statement, Audit Payment & Billing Reports)	
	American with Disabilities Act (Review Only)	
<input checked="" type="checkbox"/>	ABC background Check Disclosure	
<input checked="" type="checkbox"/>	References	
<input checked="" type="checkbox"/>	Copy of W-9	
<input checked="" type="checkbox"/>	Proof of Business Registration	
<input checked="" type="checkbox"/>	Addenda Form (if any are issued)	

**ATTACHMENT 1**  
**Proposal Response Cover Sheet**  
**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: City Clerk  
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 GOLF 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 \_\_\_\_\_

**This form shall be submitted with the bid packet as completed by the Bidder**

**FORM OF BID**

In compliance with the foregoing invitation for bids, and subject to all the conditions thereof, the undersigned offers and agrees, after having carefully examined the specifications, if this bid be accepted within a reasonable time from the date of the opening, to furnish any or all the items upon which prices are quoted, in accordance with the specifications applying, at the price set opposite each item.

The Legal Advertisement, Instructions to Vendors & General Specifications and Specifications and Addendum applying form a part of this Bid.

The undersigned is a Partnership ( )  
Corporation ( )  
Individual ( ) under the laws of the State of \_\_\_\_\_  
having principal offices at:

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

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

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

Signature(s) and title(s) of person(s) authorized to sign.

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

**IMPORTANT: A MEMBER OF FIRM OR A PERSON AUTHORIZED TO SIGN BIDS FOR A CORPORATION MUST SIGN THE BID.**

NAME OF BIDDER: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_



**CATERING AND RESTAURANT CONCESSIONS AGREEMENT PRICE WITHOUT  
CAPITAL IMPROVEMENTS**

**FIVE YEAR TERM WITH NO EXTENSION**  
**May 1, 2023 through April 30, 2028**

**Monthly Payment**

Agreement Payment (written)      Agreement Payment (numeric)  
**(Minimum \$1,000 per month. Write the monthly amount not the annual)**

2023-2024	_____	\$ _____
2024-2025	_____	\$ _____
2025-2026	_____	\$ _____
2026-2027	_____	\$ _____
2027-2028	_____	\$ _____
<b>Total</b>	_____	\$ _____

**Revenue Share Payment**

Agreement Payment (written)      Agreement Payment (numeric)  
**(Minimum 2% month. Write the monthly amount not the annual)**

2023-2024	_____	_____ %
2024-2025	_____	_____ %
2025-2026	_____	_____ %
2026-2027	_____	_____ %
2027-2028	_____	_____ %

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

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

## **PROPOSED CAPITAL IMPROVEMENTS**

List proposed capital improvements on separate sheets accompanied by a detailed statement of the estimated cost of improvements and construction schedule. Use separate sheets for each Agreement term and for improvements to the restaurant & catering facilities at the golf course. This form for capital improvement list is optional.

**DATE OF BID:** \_\_\_\_\_

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

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

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

- ☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- ☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

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

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

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

Business Address:

Street Address	City	State	Zip
Telephone #		Fax #	

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

**Stockholders:**

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

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

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

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

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

(Notary Public)

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

My Commission expires:

\_\_\_\_\_  
(Corporate Seal)

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Ss

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

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

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

Sworn and subscribed before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 2023

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

Notary Public of \_\_\_\_\_  
My commission expires \_\_\_\_\_

**STATE OF NEW JERSEY · DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: \_\_\_\_\_

Bidder/ Offeror: \_\_\_\_\_

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or 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 non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**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 N.J. 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 non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: 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 outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	
_____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offerer Contact Name _____	Contact Phone Number _____

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_

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

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

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

**References:**

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

Contact Name, Title and Phone Number	Municipality Name and Address	Agreement Description	Amount of Agreement	Date
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**CITY OF BRIGANTINE, NEW JERSEY  
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

All successful bidders/respondents are required to submit evidence of appropriate affirmative action compliance to the City and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the City files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the City, prior to execution of the contract, one of the following documents:

**Goods and General Service Vendors**

1. Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the City and the Division. This approval letter is valid for one year from the date of issuance.

**Do you have a federally-approved or sanctioned EEO/AA program?** Yes ☐ No ☐  
**If yes, please submit a photo static copy of such approval.**

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the City as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

**Do you have a State Certificate of Employee Information Report Approval?** Yes ☐ No ☐  
**If yes, please submit a photo static copy of such approval.**

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the City. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

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

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

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

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

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

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

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining 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: \_\_\_\_\_

**CITY OF BRIGANTINE, NEW JERSEY**

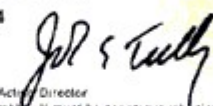
**AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability**


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. §121 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.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-097-382/500	0107330	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE TRENTON NJ 08611	07/14/04	
EFFECTIVE DATE:	 Act. Director	
01/01/01		
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

 <b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>	
<b>Taxpayer Name:</b>	TAX REG TEST ACCOUNT
<b>Trade Name:</b>	
<b>Address:</b>	847 ROEBLING AVE TRENTON, NJ 08611
<b>Certificate Number:</b>	1093907
<b>Date of Issuance:</b>	October 14, 2004
<b>For Office Use Only:</b>	
20041014112823533	

### Authorization for Background Check

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

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

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

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

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

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

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

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

### **Applicant**

A copy of your driver's license and social security card will be made upon completion of this form.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## City of Brigantine

### Acknowledgment of Receipt of Addenda

The undersigned bidder hereby acknowledges receipt of the following Addend:

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

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **No addenda were received:**

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

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

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

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

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