

SOMERSET COUNTY PARK COMMISSION



PURCHASING DIVISION
KAREN L. MCGEE, RPPO, QPA
Purchasing Agent

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NOTICE OF RFP Competitive Contracting

The Somerset County Park Commission is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1, et seq.

Sealed bids will be received by the Purchasing Agent for the Somerset County Park Commission on **July 10, 2018** at **2:30 pm** prevailing time in the Purchasing Division, Somerset County Administration Building, 20 Grove St., Somerville, NJ 08876 at which time and place bids will be opened and read in public for:

**Restaurant and Catering Concession Services for Neshanic Valley Golf Course Clubhouse
Contract #: PC-COM-0001-19R**

A pre-proposal meeting will be held June 20, 2018 at 10:30 A.M. at the Neshanic Valley Golf Course Clubhouse, 2301 South Branch Road, Neshanic Station, New Jersey.

RFP responses must be made on the standard proposal forms, be enclosed in a sealed package bearing the name and address of the respondent and the "**RFP TITLE NAME & CONTRACT #**" on the outside, addressed to Karen L. McGee, Purchasing Agent, at the address above.

Specifications and instruction to bidders may be obtained at the County Purchasing Office or the Somerset County Park Commission website at www.somersetcountyparks.org and on the Somerset County website www.co.somerset.nj.us/notice.html.

Surety in the form of a Bid Bond, Certified Check or Cashier's Check in the amount of 10% of total bid, but not to exceed \$20,000.00, made payable to the Somerset County Park Commission, must accompany each proposal. The successful respondent will be required to furnish a Performance Bond in the amount 100% of total response.

Any RFP Addenda will be issued on the website, and processed in accordance with N.J.S.A. 40A:11-23(c)(1). All interested respondents should check the website from now through RFP opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Respondents are required to comply with the requirements of N.J.S.A 10:5-31 et seq. and N.J.A.C 17:27 et seq.

Karen L. McGee, RPPO, QPA
Purchasing Agent
Legal Publication Date: June 12, 2018

1. Introduction

Somerset County Park Commission is requesting proposals for the management and operation of the food and beverage services at Neshanic Valley Golf Course (hereinafter referred to as Neshanic Valley), located at 2301 South Branch Road, Branchburg, NJ. Food Service at Neshanic Valley will include the Grille Room and the Banquet Room (serves up to 200 people) in the clubhouse and mobile food service on the golf course. Limited food service shall also be provided in the Learning Center during the Junior Golf season. Food and beverage service includes hot and cold prepared foods, as well as soft drinks and alcoholic beverages.

Neshanic Valley is the flagship facility of the five-course Somerset County Park Commission system. The 27-hole Championship Course, the 9-hole Academy Course, the Learning Center, and the Callaway Golf Performance Center were designed to accommodate the needs of golfers of all abilities. Directions are available on the Somerset County Park Commission website: www.somersetcountyparks.org.

Neshanic Valley was carved out of 420 acres of rolling Branchburg farmland. Designed by Hurdzan/Fry Golf Course Design, the course covers 350 acres with 70 acres designated for future park usage. Each of the championship (par 36) nine-hole courses, The Lake, The Ridge, and The Meadow, features five tees with the 18-hole layouts ranging from 5,050 yards to 7,108 yards. Rolling fairways, tees, and greens are creeping bentgrass, and the putting surfaces are well guarded by large bunkers. An ample amount of fescue is found off the fairways and greens and environmentally sensitive wetland areas come into play throughout the course. The greens have been designed with subtle undulations to increase the challenge of play. Electric carts travel the 8.9 miles of paved cart paths.

In 2014 37,824 rounds of golf were played at Neshanic Valley; 42,681 rounds were played in 2015 and 43,235 rounds were played in 2016.

2. Administrative Conditions and Requirements

The following items express the conditions and requirements of this RFP. Together with the other RFP sections, they apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the owner to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful respondent, as accepted by the owner, will become part of any contract awarded as a result of this RFP.

2.1 Schedule

The dates established for respondent proposals, proposal review, contractor selection and project initiation are:

- | | |
|---------------------------|--------------------------|
| 1. Release of RFP | June 12, 2018 |
| 2. Pre-proposal Meeting | June 20, 2018 at 10:30am |
| 3. Proposal Due Date | July 10, 2018 at 2:30pm |
| 4. Evaluation Completed | July 17, 2018 |
| 5. Park Commission Action | July 19, 2018 |

2.2 Proposal Submission Information

Submission Date and Time:
July 10, 2018 at 2:30 P.M.

One (1) Original ***signed in ink*** & five (5) copies and One (1) copy on CD or USB Flash Drive .pdf format of the RFP response. The owner is storing all responses electronically; therefore submit **all pages** of the RFP *response* on a CD or USB Flash Drive in addition to the printed five (5) copies.

Three (3) ring binders or elaborate binding is unnecessary.

Submission Office:

Office of the Purchasing Agent
Administration Building – 3rd Floor
20 Grove Street
Somerville, NJ 08876

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Purchasing Agent. The original proposal shall be ***signed in ink*** and marked to distinguish it from the five (5) copies. ***Faxed or emailed proposals will NOT be accepted.***

Only those RFP responses received prior to or on the submission date and time will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

2.3 Using Department Information

Division of Golf Management
Robert Ransone, Deputy Director Golf Management

2.4 County Representative for this Solicitation

Please direct all questions in writing to:
Karen L. McGee, RPPO, QPA
Purchasing Agent
Voice: 908-231-7043
Fax: 908 575-3917
Email: PurchasingDiv@co.somerset.nj.us

Questions by prospective respondents concerning this RFP may be addressed to Karen L. McGee, RPPO, QPA, Purchasing Agent for the County of Somerset in writing via fax at 908-575-3917 or by email: PurchasingDiv@co.somerset.nj.us. Please note the aforementioned contact is authorized only to direct the attention of prospective respondents to various portions of the requirements so that they may read and interpret each portion for themselves. ***NO*** employee of the County of Somerset is authorized to give interpretations of any portion of this RFP or to give information as to the requirements for the RFP in addition to that already contained in the RFP unless as a formal addenda.

Interpretations of the RFP or additional information as to its requirements, when necessary, shall be communicated to prospective respondents ***only*** by written addendum issued by the Purchasing Agent of the County of Somerset.

Please identify the contract name, number and note Request for Information as the subject line when submitting a request by fax or email.

2.5 Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner’s representative in response to such comments and questions will be issued by Addenda mailed or delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

2.6 Quantities of Estimate

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the owner to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

2.7 Cost Liability and Additional Costs

The owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner as noted in 2.6, are not to be billed and will not be paid.

2.8 Statutory and Other Requirements

2.8.1 Compliance with Laws

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

2.8.2 MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE – N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17-27 et seq.

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as attachment A in this specification.

1. Goods, Professional Services and Service Contracts

Each 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:

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the letter must be provided by the vendor to the Public Agency and Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency 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
- iii. The successful respondent shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of New Jersey" www.state.nj.us/treasury/contract_compliance.

2.8.3 Americans with Disabilities Act of 1990 - 42 U.S.C. S121 01 et seq.

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

2.8.4 Statement of Corporate Ownership-Stockholder Disclosure - N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the RFP response/bid or accompanying the RFP response/bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the County a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. The form shall be signed and submitted with the RFP proposal/bid whether or not a stockholder or partner owns less than 10% of the business submitting the RFP proposal/bid. Failure to comply requires mandatory rejection of the RFP proposal/bid. The Respondent shall complete and submit the form of statement that is included in this RFP.

2.8.5 Non-Collusion Affidavit - N.J.S.A. 52:34-15

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

2.8.6 Proof of N.J. Business Registration Certificate - N.J.S.A. 52:32-44

Each respondent (contractor) is required to submit proof of business registration prior to award of the contract. Proof of registration shall be a copy of the respondent's Business Registration Certificate (BRC).

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1. The contractor shall obtain and provide the owner the BRC of subcontractors knowingly used on this contract.
2. The contractor shall maintain and submit to the contracting agency a list of subcontractor's and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods and services rendered under the contract.
3. During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all taxable sales of tangible personal property delivered into the State.

Failure to submit the BRC with the proposal is NOT a cause for rejection. However, the County prefers the BRC be submitted with the proposal. If it is not provided prior to execution of a contract, the contract shall be awarded to the next responsible respondent.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency.

A BRC is obtained from the New Jersey Division of Revenue and Enterprise Services. Information on obtaining a BRC is available on the internet at www.nj.gov/treasury/revenue/busregcert.shtml or by phone at (609) 292-2929.

2.8.7 "Pay to Play" – Notice of Disclosure Requirement

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

2.8.8 Assign, Sublet or Transfer Any Rights/Interests

Neither the owner nor the Contractor shall assign, sublet, or transfer any rights or interest in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary, in writing, prior to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing herein shall be construed to give any rights or benefits to anyone other than the owner and the Contractor.

2.8.9 Insurance and Indemnification

If it becomes necessary for the Concessionaire, either as principal or by agent or employee, to enter upon the premises or property of the Owner in order to construct, erect, inspect, make delivery or remove property hereunder, the Concessionaire hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or harm to person or property during the course of the work herein covered and that it is the Concessionaire's sole legal responsibility.

The Concessionaire further covenants and agrees to indemnify and hold harmless the Owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, accidents, injuries, damages, or harm that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any regulation, ordinance or the laws of the State of New Jersey or the United States while said work is in progress.

The Concessionaire shall maintain sufficient insurance to protect against all claims under Worker's Compensation, General Liability, Automobile, Fire Insurance and Liquor Liability and shall be subject to approval for the adequacy of protection. Certificates of such insurance shall be provided.

The minimum amounts of insurance to be procured and maintained by the Concessionaire shall be underwritten by companies as follows:

Worker's Compensation and Employer's Liability Insurance. The Concessionaire shall maintain during the life of the Contract adequate worker's compensation and employer's liability insurance for all employees employed in connection with the work and, in case any work is subcontracted, the Concessionaire shall require each subcontractor similarly to provide worker's compensation and employer's liability insurance for the latter's employees, unless such employees are covered by the protection afforded by the Concessionaire. Employer's liability insurance shall have limits not less than \$1,000,000.00 each accident, \$1,000,000.00 each employee and \$1,000,000.00 policy limit for disease.

Comprehensive General Liability Insurance. The Concessionaire shall maintain comprehensive general liability insurance with bodily injury and property damage limits of not less than two million (\$2,000,000) dollars per occurrence and three million (\$3,000,000) dollars aggregate during the life of the Contract. The policy shall include Protective Liability Insurance (also known as Contingent Liability Insurance) with the same limits. In the event more than one insured is named in the policy, a cross-liability endorsement shall be included which provides that the employees of each of the named insured are not excluded under the policy with respect to claims that are made against other named insureds.

Automobile Liability Insurance. The Concessionaire shall maintain automobile liability insurance during the life of the Contract covering Concessionaire from claims arising from owned, hired and non-owned vehicles with limits of not less than one million (\$1,000,000) dollars for any one person and one million (\$1,000,000) dollars for any one accident for bodily injury, and one million (\$1,000,000) dollars for each accident for property damage.

Fire insurance. The Concessionaire shall maintain fire insurance for all personal and business property for not less than two hundred fifty thousand (\$250,000) dollars face amount at the time of signing of the Contract. Respondent must submit with its proposal a letter from a licensed New Jersey insurance broker certifying that it can obtain this coverage.

Liquor liability insurance in the amount of two million (\$2,000,000) dollars. Concessionaire agrees to indemnify and hold the Owner and the County of Somerset harmless for any injury or damages resulting from the service of alcoholic beverages.

SPECIAL NOTE: The Owner and the County of Somerset shall be named as additional insureds on all policies set forth above, except worker's compensation insurance. The policies and the certificate of insurance shall so indicate.

All required insurance coverage must be in effect no later than 12:01 a.m. on the start date of the Contract and remain in effect for the duration of the Contract, including any extensions. Evidence of actual insurance coverage must be by way of a policy which shall be submitted to the Owner.

Respondents are encouraged to maintain insurance coverage for limits in excess of those stated in the RFP. The extent of insurance coverage maintained by Respondent is a factor in assessing the quality of bids received.

Certificates of Insurance:

The Concessionaire shall furnish at the time of delivery of the executed Contract, certificates of the required insurance showing coverage for Comprehensive General Liability, Comprehensive Automobile Liability, Liquor Liability, Worker's Compensation and Employer's Liability Insurance. Such coverage shall only be with insurance companies acceptable to the Owner.

All insurance policies shall also contain: (1) a provision that the insurers will not cancel such insurance coverage without first giving thirty (30) days written notice to the Owner; (2) a waiver of subrogation clause; and (3) a statement that insurance is primary and any insurance the Owner may maintain shall be deemed excess to the Concessionaire's primary insurance.

Somerset County Park Commission will not accept Mutual Limitation of Liability terms.

2.8.10 Health Insurance Portability and Accountability Act of 1996 - HIPAA (If Applicable)

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

2.8.11 Proof of Licensure

Proof of licensure for providing Services in the State of New Jersey, for either the firm or the person responsible for the work, shall be provided as required.

2.8.12 Disclosure of Investment Activities in Iran – P.L. 2012, c. 25

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

2.8.13 Bid Security

A. BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the County.

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 County.

The check or bond of the unsuccessful respondent(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted.

The check or bond of the successful respondent shall be forfeited if bidder fails to enter into contract pursuant to statute. Failure to submit required guarantee shall be cause for rejection of the response.

B. CONSENT OF SURETY

Respondent shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the County stating that it will provide said respondent to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said respondent, in performance security equal to the total amount of the contract, pursuant to statute.

Failure to submit this shall be cause for rejection of the response.

C. PERFORMANCE BOND

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5. For multi-year contracts, the Performance Bond may be

resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.

Failure to submit this with the executed contract shall be cause for declaring contract null and void pursuant to N.J.S.A. 40A:11-22.

2.8.14 Security Deposit

Successful Respondent shall simultaneously with the delivery of the executed Contract, submit a cashier's check, certified check or cash in an amount equal to the last two month's concession fee of contract year one as a security deposit for the faithful performance of the Contract to be held by the Owner for sixty (60) months. The security may be returned to the Concessionaire as provided in the Contract documents at the end of the term. The security shall not be held in a segregated interest bearing account.

2.9 Public Emergency

In the event of a Public Emergency declared at the Local, State or Federal Level, if the owner opts to extend terms and conditions of this RFP, the contractor agrees to extend the terms and conditions of this RFP, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the owner may solicit the goods and/or services from any bidder on this contract.

2.10 Multiple Proposals Not Accepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

2.11 Subcontractors

The owner will consider the primary contractor to be the sole point of contact with regard to contract matters. The primary contractor will be required to assume sole responsibility for delivery of all services.

2.11.1 Use of Sub-consultants

Respondent may find it advantageous to include sub-consultants in their proposal. Such an arrangement is acceptable provided that the relationship between firms is clearly defined and the method of maintaining proper project management and oversight is described within the proposal. The use of sub-consultants is left to the discretion of respondent, provided that the criteria of adequate capability in all areas of the scope of work is met. Any sub-consultants must be identified in the same manner as the primary consultant.

2.12 Failure to Enter Contract

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

2.13 Commencement of Work

The successful Concessionaire will begin operation on January 1, 2019 and continue through the golf season each year as long as the golf course is open. The course may be closed at the sole discretion of the Owner. The Banquet Room shall be open year round. The successful Concessionaire will be expected to execute a Contract with a term of five (5) years commencing January 1, 2019 and terminating December 31, 2023.

2.14 Time of Completion

It is hereby understood and mutually agreed, by and between the respondent and the owner, that the date on which the work shall be substantially complete as specified in the RFP is an essential condition of this contract. It is further mutually understood and agreed that the work and contract time embraced in this Contract shall commence on the date specified and that the resulting contract shall be completed in sequence and time frames identified by the owner.

The respondent agrees that said services shall be processed regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the respondent and the owner, that the time of completion of the services described herein is a reasonable time for the completion of it.

2.15 Termination of Contract

If, through any cause, the Concessionaire shall fail to fulfill in a timely and proper manner its obligations under the Contract or if the Concessionaire violates any requirements of the Contract, the Owner shall thereupon have the right to terminate the Contract by giving written notice to the Concessionaire of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the Owner of any obligation for any balance owed to the Concessionaire of any sum or sums set forth in the Contract.

In addition the Owner reserves the right to terminate the Contract at any time in the event that:

1. The food service is not of acceptable quality as determined in the sole opinion and discretion of the appropriate representative(s) of the Owner; or
2. The areas in or about the premises used by the Concessionaire are not kept clean, orderly and sanitary as required by the Owner's staff or the applicable Boards of Health; or
3. The Concessionaire fails to acquire or maintain a liquor license permit; or
4. The Concessionaire fails to provide the requisite level of service during the scheduled hours and days; or
5. The Concessionaire and/or its employees generate complaint(s) which the Owner, in its sole discretion, deems the volume and/or nature of which to be unreasonable and/or disruptive for the nature of the service provided by the Concessionaire; or
6. The Concessionaire is adjudicated as bankrupt, or is in receivership, or has made an assignment for the benefit of its creditors, or because of its financial condition is judged by the Owner's auditor as being unable to continue successful operations; or
7. The failure of the Concessionaire to perform, keep, and observe any of the conditions of the Contract and the failure of the Concessionaire to correct the default or breach within a time specified by the Owner. Failure to perform shall include but not be limited to non-payment of commission, closing earlier than permitted, failure to keep the premises in a clean condition, or failure to make any payment as required.
8. Any violation of section 2.21.

The Concessionaire agrees to indemnify and hold the Owner harmless from any liability to any subcontractor/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Owner under this provision.

In case of default by the Concessionaire, the Owner may procure the articles or services from other sources and hold the Concessionaire responsible for any excess cost occasioned thereby.

2.16 Non-Allocation of Funding Termination

Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

2.17 Force Majeure

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the Somerset County Park Commission by notice to each party.

2.18 The owner and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

2.19 The terms of this contract shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

2.20 Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFP's.

Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

2.21 Payment and Payment of Commission

All taxes, including but not limited to, State sales and/or use taxes, shall be the responsibility of the Concessionaire and shall be paid by the Concessionaire on all equipment, services, and supplies used by the Concessionaire for the performance of services described herein and shall be deemed to be part of the Concessionaire's operating expenses.

All concession fees shall be paid by check to the "Somerset County Park Commission" on a monthly basis and shall be accompanied by an itemized statement of sales. Mail to: Somerset County Park Commission, Golf Management Division, PO Box 5327, North Branch, NJ 08876.

All monthly concession fees due the Owner shall be made in full, as described and detailed herein, within fifteen (15) calendar days of the last day of each month. For example, all concession fees due the Owner for the month of August shall be paid in full no later than September 15.

If payment is not received by the Owner by the fifteenth day of the month, a late fee of five (5%) percent of the monthly average payment will be assessed per day. If payment and all late charges are not received prior to the first day of the following month, the Owner reserves

the right to terminate the Contract and in that event any applicable provisions of section 2.14 shall apply.

The minimum flat monthly fee to be considered for the initial season shall be \$2,500.00 per month beginning January 1, 2019 based upon a projected minimum annual concession fee of \$30,000 for 2019. Excluding sales in the Grille Room and at fairway carts, should the Concessionaire's gross for catering exceed \$300,000 for a calendar year, the Concessionaire shall pay the Owner twelve (12%) percent of the excess over \$300,000 on or by February 15 of the following year.

2.22 Non-payment of Penalties and Interest on Overdue Bills

Public funds may be used to pay only for goods delivered or services rendered. Somerset County Park Commission will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Somerset County Park Commission to pay additional fees.

2.23 Ownership of Material

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM/USB flash drive media compatible with the owner's computer operating system windows based, Microsoft Office 2010.

Under state and federal statutes, certain government records are protected from public disclosure. The Somerset County Park Commission, the Contractor and any Subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally the Contractor and any Subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The Somerset County Park Commission reserves the right to make any public disclosure under the law. Also among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The Contractor and any Subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.

2.24 Source of Specifications/RFP Packages

Official Somerset County Park Commission Request for Proposal (RFP) packages for routine goods and services are available on the County's and Somerset County Park Commission websites at www.co.somerset.nj.us and www.somersetcountyparks.org at no cost to the prospective respondents. All addenda are posted on both site's and issued in accordance with N.J.S.A. 40A:11-23(c)(1). Potential bidders are cautioned that they are bidding at their own

risk if a third party supplied the specifications that may or may not be complete. The Somerset County Park Commission is not responsible for third party supplied specifications.

2.25 Altering Official Document

Respondents shall not write in any margins or alter the official content of Somerset County Park Commission RFP document.

2.26 RFP Preparation of Forms

RFPs ***must be signed in ink by the respondent***; all quotations shall be made with a typewriter/computer or pen and ink. Any quotation showing any erasure alteration must be initialed by the respondent in ink. Unit prices and totals are to be inserted in spaces provided.

2.27 W-9

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

2.28 Statistical Data Report

The Concessionaire shall provide in writing to the Owner, a statistical data report identifying all goods and/or services provided on a monthly basis.

2.29 Authorization for Background Check

In the event a Background Check is required of any of Concessionaire's employee(s) working at Owner's premises during the term of the Contract ample time and forms shall be supplied by the Owner. Concessionaire shall agree to the Owner conducting a background check wherever deemed necessary and/or appropriate at the sole discretion of the Owner.

2.28 Smoking Policy

Smoking is a potential public health and fire hazard. It is restricted to prevent infringements upon others and to create and maintain an environment that is in the best interest of the safety, health, and well being of all the users of the Owner's premises. Concessionaire shall obtain from the Neshanic Valley Operations Manager a copy of the current smoking policy and fully comply with it.

3. Scope of Work (SOW)

Concessionaire is to provide and sustain the food and beverage service operation at Neshanic Valley.

During the term of the contract, the Owner will be increasing the promotion of golf outings to be held at additional golf courses under its ownership (i.e., Spooky Brook Golf Course, Warrenbrook Golf Course, Quail Brook Golf Course, and Green Knoll Golf Course). The Concessionaire will be permitted to provide catering services for such outings at those additional county owned golf courses upon the parties' mutually agreeing to the terms and conditions.

The Concessionaire shall be responsible for:

- Operating the Grille Room during the golf season
- Operating the Banquet Room year round

Provide all equipment and supplies necessary for the successful operation of the Grille Room, which can accommodate fifty (50) people, and the Banquet Room which can accommodate two hundred (200) people. The equipment shall include but not be limited to tables, chairs, kitchen utensils, flatware, linens, glassware and room décor. The Respondent shall identify and submit a list of the equipment it proposes to supply, identifying the make and model number, and condition of this equipment.

The existing equipment in the Grille Room kitchen and the Banquet Room kitchen is the property of the Owner. The Owner will allow the Concessionaire to use this equipment for the duration of the Contract.

3.1 Special Annual Concessionaire Permit for Neshanic Valley.

The Concessionaire must secure, maintain, and deliver to the Owner prior to and throughout the term of the Contract, a special concessionaire liquor license permit (N.J.A.C. 13:2-5.2) to sell alcoholic beverages at Neshanic Valley for the Grille Room and its Patio, The Banquet Room and its Deck, and for beverage carts along the course. Successful Respondent is responsible for securing appropriate permits for alcoholic beverages as required by the New Jersey Alcoholic Beverage Control Commission (NJABC).

Respondent must complete and sign a "Special Concessionaire Permit" application and return a copy of it with the proposal as part of its response. The successful Respondent agrees to promptly submit such original application to the NJABC upon verbal notice of the award of the Contract, and provide a copy of the transmittal to Owner.

LAW AND PUBLIC SAFETY DIVISION OF ALCOHOLIC BEVERAGE CONTROL Division of Alcoholic Beverage Control Rules N.J.A.C. 13:2

The Contract requires the issuance of a "***Special Concessionaire Permit***". The sale of alcoholic beverages in any public building belonging to, or under the control of the State or any political subdivision except the National Guard, requires the issuance of a "Special Concessionaire Permit" by the Director of the **DIVISION OF ALCOHOLIC BEVERAGE CONTROL**. This annual permit is issued to a private licensee who has a contract with a unit of government to provide services to the public. The permit, for example, is issued to a licensee to provide alcoholic beverages for consumption on the premises such as the Meadowlands, state college pubs, municipally owned golf courses, marinas or similar facilities. (N.J.S.A. 33:1-42; N.J.A.C. 13:2-5.2) The fee for the permit is \$2,000 annually. (Permit application may be accessed through the Division's website at: <http://www.ni.gov/lps/abc/downloads/retail-license-app-06.pdf>)

Concessionaire's staff involved in anyway in the service of alcoholic beverages must possess TIPS certification, Training for Intervention Procedures, and the knowledge needed to recognize potential alcohol related problems and potential risks when serving alcohol.

The Concessionaire must secure, maintain, and deliver to the Owner prior to and throughout the term of

the Contract, all required local, state and/or federal permits and licenses including but not limited to Board of Health permits.

3.2 Successful Respondent shall have the following minimum qualifications:

Operated a similar catering concession or restaurant for a period of five (5) years or more, and has successfully operated an alcoholic beverage service on premises for a minimum period of five (5) years.

The principals of the Respondent must be educated in food preparation or hotel or restaurant management.

The Respondent must have and demonstrate the financial resources to ensure full and proper performance of the Neshanic Valley food and beverage concession. Its financial capability must be evidenced by recently audited financial statements or tax returns which shall be available upon request to the Owner at anytime prior to the award of Contract.

3.3 Respondents shall submit with the proposal:

- A. An organizational chart and/or description that lists the approximate number of employees by function.
- B. Proof that the Respondent shall have adequate personnel for serving food and beverages at each location. Each staff member must conduct him/herself in a professional and courteous manner. The Owner reserves the right to ask the Concessionaire to remove any employee, either temporarily or permanently, based on job performance, attitude, cleanliness, etc. Each facility should have a staff uniform for the cooking and wait staff, which shall be approved by the Owner.
- C. A proposed menu (with pricing which is non-binding) for both the Grille Room and Banquet Room. Also, sample menus and pricing reflecting breakfast, lunch, dinner and
 - a. Special functions. Owner may require a tasting in the selection process. Any modification of hours or menu pricing must be submitted to the Owner for approval.
- D. A list of furniture which it proposes to supply in the Grille Room and the Banquet Room.

3.4 Additional Requirements:

The Contract to be awarded pursuant to this RFP shall grant the right and privileges to the Concessionaire to operate food concessions at Neshanic Valley as follows:

To service and dispense at such times as the Owner directs, and as adequate for the needs of the public at Neshanic Valley, food, refreshments, confectionery, and beverages that conform to standards approved by the Owner. Such operations shall only be conducted in the buildings, structures, and locations equipped and licensed for such purpose, in accordance with the hours of operations scheduled by the Owner.

The Owner reserves the right to schedule special events during standard operating hours which may, at the Owner's option and in its sole discretion, be specifically excluded from the Contract. During these special events, the Grille Room concession at the Neshanic Valley shall remain open during its normal hours for the sale of food, refreshments, etc. to members of the public attending the event or events held in the public area unless otherwise directed by the Owner.

The Concessionaire acknowledges that Owner has the exclusive right to schedule its golf outings on Mondays and Tuesdays. All remaining days of the week, the Concessionaire shall have the right to conduct and schedule golf outings subject to approval by the Neshanic Valley Operations Manager. It is required that the Concessionaire shall pay to Owner a per golfer round fee established annually by the Owner for golf outings conducted through the Concessionaire. For the calendar year 2019 the fee shall be \$85.00 for outings for more than 100 golfers and \$90.00 for outings for less than 100 golfers. At the

election of the Owner, the Concessionaire shall be permitted to conduct catering events at the Learning Center upon the parties mutually agreeing to terms and conditions.

3.5 Method of Award

The Contract will be awarded to the responsive, responsible Respondent which submits the highest flat monthly fee and best complies with all requirements of the Owner in connection with the operation of the Grille Room, the Banquet Room, and the beverage cart. The concession fee (also referred to as commission) must be submitted in a fixed dollar amount and not as a percentage of revenue. The minimum flat monthly fee to be considered for the initial season shall be \$2,500.00 per month beginning January 1, 2019 based upon a projected minimum annual concession fee of \$30,000 for 2019. Excluding sales in the Grille Room and at fairway carts, should the Concessionaire's gross for catering exceed \$300,000 for a calendar year, the Concessionaire shall pay the Owner twelve (12%) percent of the excess over \$300,000 on or by February 15 of the following year.

3.6 Payment Schedule

The proposal submitted shall be on a Fixed Fee Basis for the five (5) year period with a proposed fixed fee for each of the option years. Said fee shall be paid to the Owner on or before the fifteenth (15th) day of each month. The Concessionaire may not request fee reduction or claim damages as a result of poor weather conditions causing a reduction in patrons at the golf courses. The last two months concession fee of year one shall be paid in advance pursuant to section 2.8.14, with the first month's concession fee. In addition, the Concessionaire will be responsible to notify the "renter" of the fee to be made payable to the Somerset County Park Commission based on the Current Fee Schedule adopted yearly for the use of the space.

3.7 Building and Locations

The Owner will provide for the use of the Concessionaire such refreshment stands, shelters, rooms, and locations necessary for the purpose of providing the service herein specified. These include in the Clubhouse: First Floor – Grille Room with kitchen and storage rooms. There is also an outside patio off the back of the Grille Room. Second Floor – Banquet Room with kitchen. There also is a panoramic deck adjacent to the Banquet Room.

(See Owner's website for photos at www.somersetcountyparks.org)

3.8 Conditions and Surrender of Property

The buildings, rooms, and locations and all parts thereof, which are the property of the Owner shall remain the property of the Owner, and upon termination of the Contract by lapse of time or otherwise, the Concessionaire shall surrender possession of all said premises and all parts thereof to the Owner in as good condition as said premises were when first occupied by the Concessionaire under the terms of the Contract, Concessionaire will not be responsible for ordinary wear and tear, and damage due to explosion, riot, civil commotion, windstorm, rain, hail or other acts of God.

3.9 Plans for Alterations

The Concessionaire shall make no alterations of, or repair to, any building, refreshment stand, shelter, or location herein reserved for its use, or erect any new structure or building on the land of the Owner without prior written approval from the Owner. Such approval shall be contingent upon receipt and review by the Owner of Concessionaire's program of construction, alteration or repair including plans and contract documents relating thereto.

3.10 Equipment – Grille Room and Banquet Room

3.10A. Grille Room

The Owner will provide the following equipment in the Grille Room kitchen; refrigerated sandwich unit, meat slicer, bread cabinet, ice cuber with bin, ice cream freezer, four-slice toaster, reach-in refrigerator,

gas char broiler, gas fryer, gas griddle, refrigerated equipment stand, stainless steel exhaust hood and fire suppression system, portable food warmer, and reach-in freezer.

The Concessionaire shall, at a minimum, provide the following equipment and supplies necessary for the operation of the Grille Room which shall accommodate approximately fifty (50) people: tables, chairs, bar stools, kitchen utensils, flatware, linens, glassware, and room décor (subject to the approval of the Owner). The Concessionaire shall identify and submit a list of said equipment it proposes to supply, identifying the make and model number.

3.10B. Banquet Room

The equipment provided by the Owner in the Banquet Room area is limited to the stainless steel exhaust hood and fire suppression system and existing kitchen equipment.

The Concessionaire shall provide all equipment and supplies necessary for the successful operation of the Banquet Room which can accommodate two hundred (200) people. The equipment shall include, but not be limited to, tables, chairs, bar stools, kitchen utensils, flatware, linens, glassware, portable dance floor, and room décor. The Concessionaire shall identify and submit a list of said equipment, identifying the make and model number.

The Concessionaire shall, at its own cost and expense, provide and maintain cash registers that shall be capable of producing a customer receipt.

The Concessionaire shall, at its own cost and expense, provide all necessary equipment and communication lines, if desired, to accommodate on site electronic banking transactions and telephone service.

Concessionaire shall preserve and maintain in good and clean condition, reasonable wear and tear excepted, all Owner's structures and equipment including the exhaust system(s), now installed or which may hereafter be installed or located in the kitchen of the Grille Room, and Banquet Room, and the grease traps as may be located at the site(s). Concessionaire shall be responsible for cost of annual exhaust system(s) service and cleaning. Concessionaire is completely responsible for the interior maintenance of the structure and cleanliness of the Grille Room, Banquet Room, and food preparation areas. Concessionaire shall advise the Neshanic Valley Operations Manager of the schedule of cleaning services.

Upon expiration or termination of the Contract, Concessionaire shall deliver possession of the concession premises and Owner owned equipment in as good and clean condition as the premises and equipment were delivered at the commencement of the Contract, reasonable wear and tear excepted. In the event that the Concessionaire does not deliver possession as herein provided, the Owner may restore the premises and equipment to such condition and the cost thereof shall be paid by the Concessionaire to the Owner within fifteen (15) days after completion of required repair.

3.11 Cleaning Premises

The Concessionaire shall furnish all labor, services, materials, supplies, and equipment necessary to maintain, in a clean, orderly, and inviting condition satisfactory to the Owner and/or any health department having jurisdiction, all premises used and occupied by the Concessionaire in the operation of concessions, together with the area immediately surrounding same as affected by said operations. This shall include all areas adjacent to such premises to a distance of not more than one hundred (100) feet, including tables and windows if any, but the Concessionaire shall not be responsible for cleaning the floors of the areas adjacent to the Grille Room. The Concessionaire shall be responsible for cleaning the entrance foyer and staircase of the Clubhouse. The Concessionaire shall also be solely responsible for cleaning the bathrooms and all other areas located on the 2nd floor Banquet area.

3.12 Utilities

The Owner will furnish HVAC, propane gas, electricity, and water. Concessionaire shall furnish telephone service and data/computer line service.

3.13 Signs

The use of any sign or advertisement upon the property of the Owner or on any vehicle operated by the Concessionaire requires the written approval of the Owner prior to the use or display of any such sign or advertisement as a condition of the Contract. The Owner, through its agents, shall have the right, without prior notice to the Concessionaire to remove at the cost and expense of the Concessionaire any sign or signs that may be erected without the Owner's prior written consent.

3.14 Owner's Liability Exclusion

The Owner shall not be liable for any damage to persons or properties by reason of, or in consequence of, the privileges granted by the Contract or for, or on account of, any act or thing supposedly created by the authority of such grant. The Concessionaire shall agree that all personal property kept upon the Owner's premises shall be maintained at the risk of the Concessionaire only and that the Owner shall not be liable for any damage thereto or loss or theft thereof.

3.15 Concessionaire as Independent Contractor

It is the intent of the parties to the Contract that the Concessionaire shall legally be considered as an independent contractor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the Owner, and that the Owner shall at no time be legally responsible for any negligence on the part of said Concessionaire's servants or agents, resulting in either personal injury or property damage to any individual, firm or corporation regardless of where said injury or damage may occur.

3.16 Codes and Licenses

Concessionaire must conform to all municipal, local, and state codes, obtain any licenses or inspection certificates required and correct all deficiencies as reported by local authorities within thirty (30) days. Failure to comply will result in termination of the Contract.

3.17 Fire Damage

In case of fire, the Concessionaire shall give immediate notice thereof to the Owner and its fire insurer. The Owner shall proceed to repair any damage caused thereby. In the event any building is damaged beyond repair, the Owner reserves the right to terminate the Contract. The Concessionaire's obligation to pay its fee to Owner shall cease until the building is again available for occupancy. A proportionate adjustment will be made if any closure resulting from fire exceeds 72 hours.

3.18 Default and Liquidated Damages

If any fee shall be due and unpaid, or if default shall be made in any of the covenants, terms, or provisions of the Contract then it shall be lawful for the Owner, its agent or representatives to re-enter the leased premises, and to remove all persons therefrom. The rights and privileges of the Concessionaire shall thereupon be considered as liquidated damages.

3.19 Inspection

The Owner and its agents or representatives shall have the right to enter into and upon the contracted premises or any part thereof at all reasonable hours for the purpose of examination and inspection.

3.20 Assignments

The Concessionaire shall not assign, transfer, convey, sublet or otherwise dispose of the Contract, or its rights, title, or interest in the Contract or any part thereof, or by way of change of control, or otherwise, without previous consent, in writing by the Owner, endorsed upon or attached to each copy of the

Contract; and it shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract, unless by and with written consent of the Owner.

If the Concessionaire shall, without such previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract in whole or in part or any of its right, title or interest therein, or any of the monies to become due under the Contract to any person, firm or corporation, the Contract may, at the option of the Owner, be revoked and annulled, and the Owner thereupon relieved and discharged from any and all liability and obligations to the Concessionaire growing out of the same and to its assignee or transferee; and no right under the Contract or to any money to become due hereunder, shall be asserted against the Owner in law or in equity by reason of any so-called assignment of the Contract, or any part thereof, unless authorized as aforesaid by the written consent of the Owner.

3.21 Vacating Premises

The Concessionaire agrees that within ten (10) days of the expiration of the term of the Contract or whenever the Contract is revoked, it will remove its property or the authorized representative of the Owner shall have the right to take possession of the premises and to remove the property of the Concessionaire from any area at the expense of the Concessionaire.

3.22 Other Requirements

If the Concessionaire fails or refuses to comply with or perform any conditions and covenants of the Contract, the Owner may, if the Owner so elects, carry out and perform such conditions and covenants, at the cost and expense of the Concessionaire. The said cost and expense shall be payable on demand or, at the option of the Owner, shall be added to any fee due immediately thereafter but in no case later than one month after such demand, whichever occurs sooner, and shall be due and payable as such. This remedy shall be in addition to such other remedies as the Owner may have by reason of the breach by the Concessionaire of any of the covenants and conditions in the Contract.

If there should occur any default on the part of the Concessionaire in the performance of any conditions and covenants contained in the Contract, or if during the term thereof the premises or any part thereof shall be or become abandoned or deserted, vacated or vacant, or should the Concessionaire be evicted by summary proceedings or otherwise, the Owner, in addition to any other remedies contained in the Contract or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefore, or for damages, re-enter said premises and the same have and again possess and enjoy; and as agent for the Concessionaire or otherwise, re-let the premises and receive the fees therefore and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Owner may have been put to in re-entering and repossessing the same and in making such repairs and alterations as may be necessary; and second to the payment of fees due under the Contract.

The Concessionaire shall remain liable for any such fees as may be in arrears and also any fees as may accrue subsequent to the re-entry by the Owner, to the extent of the difference between the fees reserved under the Contract and the fees, if any, received by the Owner during the remainder of the unexpired term of the Contract, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month.

Upon the occurrence of any of the contingencies set forth in the preceding clause, or should the Concessionaire be adjudicated bankrupt, insolvent or placed in receivership, or should proceedings be instituted by or against the Concessionaire for bankruptcy, insolvency, receivership, agreement of composition or assignment for the benefit of creditors, or if the Contract of the estate for the Concessionaire hereunder shall pass to another by virtue of any court proceedings, writ of execution, levy, sale, or by operation of law, the Owner may, if the Owner so elects, at any time thereafter, terminate the Contract and the term hereof, upon giving to the Concessionaire or to any trustee, receiver, assignee or other person in charge of or acting as custodian of the assets or property of the Concessionaire five (5) days' notice in writing, of the Owner's intention to do so.

Upon the giving of such notice, the Contract and the term thereof shall end at the date fixed in such notice as if the said date was the date originally fixed in the Contract for the expiration thereof, and the Owner

shall have the right to remove all persons, goods, fixtures and chattels therefrom by force or otherwise, without liability for damages.

The Owner shall not be liable for any damage or injury which may be sustained by the Concessionaire or any other person, as consequence of the failure, breakage, leakage or obstruction of the water, plumbing, storm sewer, waste of soil pipes, roof, drains, leaders, gutters, valleys, downspout or the like or of the electrical, gas, power, conveyor, refrigeration, sprinkler, air conditioning or heating systems, or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of the Owner or the Concessionaire or any agents, employees, guests, licenses, invitees, subtenants, assignees or successors; or attributable to any interference with, interruption of or failure, beyond the control of the Owner, of any services to be furnished or supplied by the Owner.

The Concessionaire waives all rights of recovery against the Owner or the Owner's agents, employees or other representatives, for any loss, damages, or injury of any nature whatsoever to property or persons for which the Concessionaire is insured.

The Owner reserves the right from time to time to make improvements on the course and in the Clubhouse, which may result in closure of the facility. In case of closure, pro rata refunds will be made to the Concessionaire.

3.23 SUPPLEMENTAL CONDITIONS - Food Service Operation/Management

A. Intent

It is the intention of these specifications to explain to prospective Concessionaires additional requirements, terms, and provisions related to the operation of Food and Beverage facilities at this specific location.

B. Food Service Areas and Location

Respondents are requested to carefully examine the site, as well as the specifications, to fully acquaint themselves with existing conditions and proposed conditions during the pre-proposal walkthroughs. Respondents submitting proposals will be held to have accepted the terms and conditions as expressed in the specifications which are a part hereof.

C. Operational Dates, Hours

The Grille Room shall be open one-half hour before the scheduled opening of the golf course and close one-half hour after the scheduled closing of the golf course. The golf season is approximately March 1 through November 30 although the course is fully operational, weather permitting year round.

For illustrative purposes, the hours of operation are:

Hours of operation change with day light hours.

- Weekdays:
 - January & February 8am to 4pm
 - (Start of Daylight Savings) 7am to 8pm March through September
 - 7am until dusk October through December
- Weekends:
 - January and February 8am to 4pm
 - (Start of Daylight Savings) 6am to 8pm March through September
 - 7am through dark October through December

Owner reserves the right to designate alternate hours and dates of operation at any time as it is, in accordance with the terms and conditions set forth herein. In the event of adverse weather conditions, as determined by the Owner in accordance with the terms and conditions set forth herein, the Concessionaire shall be permitted to close the Grille Room during the otherwise normal hours of operation.

Concessionaire must be open and ready to serve the public between these hours as herein specified except where special permission for other hours of openings and closing are granted by the Owner. The Concessionaire shall not conduct business on any day after the closing hour as fixed by the Owner.

The Owner reserves the right to close the golf course at any time when the conditions may cause damage to the golfers or golf course itself. In addition, the Owner reserves the right to close all or a portion of the facility for maintenance.

The Owner reserves the right to close the golf course at any time to conduct special events with at least 14 days of notice. Owner sponsored special events scheduled during standard operating hours may be excluded from the Contract.

Permission shall be obtained from the Owner for any change in operations.

D. Catering

Concessionaire shall provide the Owner, at the beginning of each business week, a list of any function which is scheduled to be held at Neshanic Valley, the date and time of the function, the number of people expected to attend, and the name of the person, persons or organizations who/which is holding this function. The Concessionaire shall give one month's notice for events of more than fifty (50) people. This information shall be provided, in writing, to the Owner. Failure to provide this information shall constitute a breach of the Contract. In addition, the Concessionaire will be responsible to notify the "renter" of the fee to be made payable to the Somerset County Park Commission based on the Current Fee Schedule adopted yearly for the use of the space.

E. Reports for golf outings arranged by the Concessionaire shall be provided to the Owner by the fifth (5th) day of each month, and the full payment for those rounds of play shall be included in the total due to Owner on the fifteenth (15th) of each month. For the calendar year 2019, the fee per golfer round for outings shall be \$85.00 for outings of more than 100 golfers and \$90.00 for outings of less than 100 golfers. The fee per golfer for rounds shall be established annually by the Owner for years 2019-2023.

F. Sale of Alcohol

Concessionaire shall be qualified to obtain, hold, and operate a liquor license permit as more fully detailed in 3.1.

Concessionaire shall abide by rules and regulations governing the sale of alcoholic beverages as established by the New Jersey Division of Alcoholic Beverage Control and the rules and regulations of the Owner annexed hereto.

The sale of alcohol in the Grille Room shall be prohibited at times when prepared food is not available for purchase.

The sale and consumption of alcoholic beverages shall be confined to any area approved by the Owner, and as permitted by the New Jersey ABC license.

The Owner may, at any time, terminate the privilege to sell alcoholic beverages for cause upon thirty (30) days' notice to the Concessionaire. The determination as to what constitutes cause shall be solely within the judgment of the Owner.

G. Product Quality/Menu Selection

All meat and meat products sold must comply with all aspects of the Federal Food and Drug Act of June 30, 1906 and all amendments thereto; and to subsequent decisions of the United States Department of Agriculture applicable thereto.

Wherever dispenser type drinks are sold, the finished product shall have a minimum BEAUME TEST of 6.0 and the syrup quality shall be equal to nationally advertised products.

All beverages served in the Grille Room and on the course must be in plastic bottles or aluminum cans. No Styrofoam cups, plates, bowls, serving trays may be used in the serving of food and drinking items. No glass bottles may be sold either through vending machines or over the counter, except in the upstairs Banquet Room.

Concessionaire shall be required to submit seasonal current menus and prices for items sold in the Grille Room.

H. On Course Sales

The Concessionaire shall upon written approval and at the sole discretion of the Neshanic Valley Operations Manager, have the right to locate at stationary locations and/or operate, on the 27-hole course, carts to sell food and beverages. The locations of these carts shall be determined with the approval of the Operations Manager. The Operations Manager can revoke this approval at any time. Owner reserves the right to distribute bottled water to patrons, free-of-charge.

I. Staff

Concessionaire shall, at its own cost and expense, provide trained employees to serve the public both at the Grille Room and the Banquet Room. The Banquet staff shall be sufficient to serve as many as two hundred (200) people depending on the size and scope of the event.

The Concessionaire shall provide sufficient staff to maintain and clean the Grille Room, Banquet Room, and food preparation areas and patio area and to ensure the sanitary handling of food.

The Concessionaire shall, at its own cost and expense, provide a sufficient number of employees to service the public promptly and efficiently and in a competent manner satisfactory to the Owner. All such employees shall wear neat, clean uniforms satisfactory to the Owner. Concessionaire's staff uniforms shall not resemble Owner staff uniforms. It is the object of this requirement that all employees of the Concessionaire be identifiable for the protection of both the Owner and the Concessionaire. Concessionaire employees shall follow sanitary practice including the wearing of disposable gloves while handling food.

Concessionaire and employees must conform to all local Board of Health rules and regulations.

The Concessionaire shall not permit any agent or employee to remain in or upon the premises of the Owner or in any of the buildings, structures, or locations occupied by the Concessionaire after the close of business for any period of time longer than is necessary to secure the premises, clean, and perform minor clerical work.

The Owner shall notify the Concessionaire in writing that any employee, in its opinion, is incompetent, disorderly, unsanitary, or otherwise unsatisfactory, Concessionaire shall remove such employee and that person shall not again be employed at the facilities of the Owner. If remedial action is not taken within forty-eight (48) hours, the Owner shall have the right to suspend operations or hire replacement personnel, at which time Concessionaire will be responsible for payment of said personnel.

J. Housekeeping

It shall be the responsibility of the Concessionaire to maintain the areas in and about the contracted premises in a clean and sanitary manner. Daily floor cleaning in the Grille Room area is the responsibility of the Concessionaire. The Concessionaire shall at its sole expense and cost furnish items for maintenance which are usual and customary in similar establishments.

The contracted premises shall be kept and maintained in good condition and repair during the term of the Contract and at the expiration thereof, the Concessionaire shall quit and surrender the premises to the Owner, in as good a state and condition as reasonable use and wear will permit, damages by the elements excepted.

In order to keep the facility up to its current standards, Concessionaire must solicit and obtain professional maintenance service and further agrees to perform maintenance to the following items and in accordance with the specifications listed:

K. Updraft Unit Cleaning

Power clean and vacuum all dust lines and hoods to the kitchen updraft unit located over grill in concession areas, and periodic cleanings in accordance with local and state codes.

All exhaust fans and filter screens shall be removed and pressure washed to remove all grease and dirt – and replaced, twice per year.

Roof fans shall be washed of all grease and dirt.

The fire alarm system within the hoods and ducts shall be safe and functional at all times.

4. Proposal Requirements

4.1 Qualification Statement

A statement is to be provided by the respondent who will serve as the primary Concessionaire. The statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm and the firm's location. Please provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

1. Name of client
2. Contact person's name, position, and current telephone number.
3. Dates, cost and scope of service.
4. Status and comments
5. Minimum one reference shall also be identified by location in order that the Owner may conduct a site visit prior to award of Contract.

4.2 Key Personnel Information

The respondent shall provide the identity and the professional credentials of the principals and other key personnel either working for the contractor and their areas of responsibilities.

4.3 Subcontractors

Respondents may engage the services of subcontractors for completion of this project. If their proposal involves any subcontractors, full details on the nature of the work to be performed by them and the location in which the work is to be performed must be provided. The respondent understands that if selected, the owner prior to initiating any subcontracted work, must approve the use of subcontractors in writing. (Refer to Section 2.11 and Item 2.11.1 for more details)

4.4 Proposal Forms

The following forms are contained in the attachments. All forms are required and shall be completed and made part of the proposal submitted.

1. Proposal Cost/Signature Form
2. Non-Collusion Affidavit
3. Stockholder Disclosure
4. Affirmative Action Statement
5. Acknowledgement of Receipt of Addenda
6. Disclosure of Investment Activities In Iran

4.5 Location of Servicing Office

The proposal must list the location and address of the present, active office that will service and manage this contract.

5. Evaluation, Review and Selection Process

5.1 Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal. The owner will either award the Contract within the applicable time period or reject all proposals.

The owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

5.2 Rejection of Proposals

The owner reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP.

5.3 Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on most advantageous price and other factors. The Somerset County Park Commission reserves the right to reach out to the respondents to get clarification on Proposals on specific items if necessary during the deliberation process.

Evaluation Team – RFP respondents are prohibited from contacting any member of the evaluation team directly without a formal invitation. If it is found that a respondent has attempted to discuss their proposal with a team member without an invite then their proposal may be deemed unresponsive. All questions during the evaluation period shall be directed to the Purchasing Agent.

5.4 Evaluation Criteria

The criteria considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent.

This will be based on the quality of the content of the RFP and the respondent's ability to communicate a thorough understanding of the required tasks and the approach to meet the scope of work outlined in the RFP. The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions will be grounds for disqualification of proposals.

5.4.1 Understanding of the Requested Work

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

5.4.2 Knowledge and Technical Competence

This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.

5.4.3 Management, Experience and Personnel Qualifications

Expertise of the firm shall be demonstrated by past contract successes providing government agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFPQ. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal. (See 4.1 and 4.2).

5.4.4 Ability to Complete the Project/Services in a Timely Manner

This is based on the estimated duration of the tasks and the respondent's ability to accomplish these tasks as stated.

5.4.5 Cost

The highest fee proposal will be given maximum consideration.

5.5 Presentation

At the option of the Owner, each Respondent may be asked to give an oral presentation of its proposal. As part of this presentation, the Owner may require the presentation of food samples.

5.6 Term of the contract

The term of this contract shall commence on January 1, 2019 and continue for five (5) years to and including December 31, 2023.

5.7 Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body.

**SOMERSET COUNTY PARK COMMISSION
RFP DOCUMENT CHECKLIST**

Required With RFP		Read, Signed & Submitted Respondent's Initial
A. FAILURE TO SUBMIT ANY OF THESE ITEMS IS <u>MANDATORY</u> CAUSE FOR REJECTION OF RFP		
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification	_____
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	_____
<input checked="" type="checkbox"/>	Required Evidence EEO/Affirmative Action Regulations Questionnaire- Submit Copy of State Certificate of Employee Information Report	_____
<input checked="" type="checkbox"/>	Proposal Cost Form/Signature Page	_____
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)	_____
<input checked="" type="checkbox"/>	Disclosure of Investment Activities in Iran - submit with bid response	_____
<input checked="" type="checkbox"/>	Proposal/Bid Guarantee	_____
<input type="checkbox"/>	Letter from a licensed N.J. Insurance Broker certifying that Respondent can obtain \$250,000 in Fire Insurance Coverage	_____
B. <u>MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED</u>		
<input checked="" type="checkbox"/>	Business Registration Certificate – Respondent – Prefer with RFP Response. Required by Law prior to award of contract	_____
<input type="checkbox"/>	Business Registration Certificate – Designated Subcontractor(s) – Prefer with RFP Response. Required by Law prior to award of contract	_____
<input checked="" type="checkbox"/>	License(s) or Certification(s) Required by the Specifications	_____
<input checked="" type="checkbox"/>	Certificates of the Required Insurance naming County Additionally Insured – Prefer with RFP Response. Required prior to award of contract	_____
<input type="checkbox"/>	Evidence of Medical Malpractice or Professional Liability Insurance - supply certificate prior to processing a purchase order	_____
C. FAILURE TO SUBMIT ANY OF THESE ITEMS AT TIME OF RFP <u>MAY</u> BE CAUSE FOR REJECTION		
<input checked="" type="checkbox"/>	Qualification Statement- Submit with proposal response	_____
<input checked="" type="checkbox"/>	Key Personnel Information/Organization Chart/Proof of having adequate personnel - Submit with proposal response	_____
<input checked="" type="checkbox"/>	Three (3) references for similar projects- Submit with proposal response	_____
<input checked="" type="checkbox"/>	Experience Statement - Submit with proposal response	_____
<input checked="" type="checkbox"/>	CD or USB Flash Drive with PDF of RFP along w/Printed Copies (Ref: Notice of RFP and/or Section 2.2) CD and/or USB flash drive must be labeled with the respondent's name	_____
<input checked="" type="checkbox"/>	Special Concessionaire Liquor License Permit Application – Submit a copy with proposal response	_____
<input checked="" type="checkbox"/>	Sample Menus and Pricing - Submit with proposal response	_____
<input checked="" type="checkbox"/>	Authorization Background Checks – Prior to contract award	_____
<input type="checkbox"/>	Other:	_____
D. <u>READ ONLY</u>		
	Americans With Disability Act of 1990 Language	_____

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

Name of Respondent: _____ Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____

**SOMERSET COUNTY PARK COMMISSION
PROPOSAL FORM/SIGNATURE PAGE**

**TO THE SOMERSET COUNTY PARK COMMISSION
BOARD OF CHOSEN FREEHOLDERS:**

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

Neshanic Valley Golf Course Clubhouse Concession	Year 1 2019	Year 2 2020	Year 3 2021	Year 4 2022	Year 5 2023
Flat fee per month with a minimum proposal of \$2,500 per month beginning January 1, 2019. *	\$	\$	\$	\$	\$

**Excluding sales in the Grille Room and at fairway carts, should the Concessionaire's gross for catering exceed \$300,000 for a calendar year, the Concessionaire shall pay the Owner twelve (12%) percent of the excess over \$300,000 on or by February 15 of the following year.*

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

Principal office at _____

Company

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title of Authorized Agent

Date

Telephone Number

Email Address

Fax Number

EXPERIENCE STATEMENT

1. LIST THE DISTRIBUTORS BRANDS THAT MAY BE UTILIZED FOR THIS CONTRACT. ADDITIONAL SHEETS MAY BE ATTACHED.

MEAT: _____

MILK PRODUCTS: _____

ICE CREAM: _____

SODA/DRINKS: _____

PASTRY/CAKE: _____

CANDY/SWEETS: _____

OTHER: _____

2. HAS ANY OFFICER OR PARTNER OF YOUR ORGANIZATION EVER FAILED TO COMPLETE A CONTRACT HANDLED IN HIS/HER OWN NAME:

___ YES

___ NO

IF YES, STATE NAME OF INDIVIDUAL, NAME OF OWNER AND REASON THEREFORE:

3. HAS ANY OFFICER OR PARTNER OF YOUR ORGANIZATION EVER BEEN AN OFFICER OR PARTNER OF SOME OTHER ORGANIZATION THAT HAS FAILED TO COMPLETE A CONTRACT:

___ YES

___ NO

IF YES, STATE NAME OF INDIVIDUAL, OTHER ORGANIZATION AND REASON THEREFORE:

4. IS YOUR ORGANIZATION CURRENTLY IN ARREARS ON ANY CONTRACT OR AGREEMENT:

___ YES

___ NO

IF YES, STATE THE NAME OF THE CONTRACT AND THE REASON THEREFORE:

SOMERSET COUNTY PARK COMMISSION
OWNERSHIP STATEMENT - STOCKHOLDER DISCLOSURE FORM

LEGAL NAME OF RESPONDENT: _____

Check the box that represents the type of business organization:

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

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

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

BIDDERS/RESPONDENTS MUST CHECK THE APPROPRIATE BOX:

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

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

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

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

Stockholder Name _____

Address _____

Percentage of Ownership _____ %.

Stockholder Name _____

Address _____

Percentage of Ownership _____ %.

Stockholder Name _____

Address _____

Percentage of Ownership _____ %.

(Note: Attach additional pages if necessary)

(Respondent/Respondent Authorized Signature)

(Date)

(Print name of authorized signatory)

(Title)

**SOMERSET COUNTY PARK COMMISSION
NON-COLLUSION AFFIDAVIT**

State of _____
County of _____

ss:

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

I am _____ of the firm of _____
(Title or position) (Name of firm)

the bidder making this Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the County of Somerset relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.
(Name of Contractor)

(N.J.S.A. 52:34-15)

Subscribed and sworn to

Before me this _____ day

Of _____, _____.

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____.

EXHIBIT A
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

Goods and General Service Vendors

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

Do you have a federally-approved or sanctioned EEO/AA program? Yes No
If yes, please submit a 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 Somerset County Park Commission as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes No
If yes, please submit a 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 Somerset County Park Commission. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

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

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
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 county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at ww.state.nj.us/treasury/contract_compliance).

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**.

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

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

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

VOID



State Treasurer

SOMERSET COUNTY PARK COMMISSION

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. 5121 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.

SOMERSET COUNTY PARK COMMISSION

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

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

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

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

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TRADE NAME: CLIENT REGISTRATION

TAXPAYER IDENTIFICATION#: 970-097-382/500
SEQUENCE NUMBER: 0107330


ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
ISSUANCE DATE: 07/14/04

EFFECTIVE DATE: 01/01/01

FORM-BRC(08-01)

John S. Tully
Acting Director

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



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

SOMERSET COUNTY PARK COMMISSION

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BID/RFP/Solicitation Number: _____

Respondent/Offeror: _____

Part 1: Certification

RESPONDENTS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX**

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 the 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 may render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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, sign and complete the Certification below.

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 on additional sheets provided by you.

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 Somerset County 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 County to notify the County 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 Somerset County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____ Signature: _____

Title _____ Date: _____

SOMERSET COUNTY PARK COMMISSION
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

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

Acknowledged for: _____
(Name of Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED