

**COMPETITIVE CONTRACTING REQUEST FOR PROPOSALS
FOR MULTIPLE YEAR CONCESSIONAIRE CONTRACT FOR FOOD AND
BEVERAGE SERVICES AT THE
PENNSAUKEN COUNTRY CLUB
PURSUANT TO N.J.S.A. 40A:11-4.1 et seq.**

**TOWNSHIP OF PENNSAUKEN
5605 NORTH CRESCENT BOULEVARD
PENNSAUKEN, NEW JERSEY 08110**

RFP PACKET NO. 17-07

PROPOSAL OPENING DATE: March 30, 2017

**NOTE: ALL RESPONSES MUST BE RECEIVED AT THE MUNICIPAL BUILDING
5605 NORTH CRESCENT BOULEVARD, PENNSAUKEN, NEW JERSEY 08110 AT
THE OFFICE OF THE TOWNSHIP CLERK BY 10:30 A.M. ON THE ABOVE DATE**

TOWNSHIP OF PENNSAUKEN
CAMDEN COUNTY, NEW JERSEY

Notice is hereby given that sealed requests for proposals be addressed to Adrian Casey, Purchasing Agent and shall be clearly marked on the outside **RFP PACKET 17-07 REQUEST FOR PROPOSALS FOR MULTI-YEAR CONCESSIONAIRE CONTRACT FOR FOOD AND BEVERAGE SERVICES AT THE PENNSAUKEN COUNTRY CLUB.**

Sealed proposals are due to the Township of Pennsauken's Clerks Office no later than Thursday, March 30, 2017 at 10:30 a.m. Proposals will be opened and read in public in the public meeting room located on the Second Floor, in the Pennsauken Municipal Building, 5605 N Crescent Blvd. Pennsauken, NJ 08110. Proposals will be evaluated and contracts will be let under the competitive contracting provisions of the Local Public Contracts Law and related regulations.

Proposal packets will be available on and after Friday, March 3, 2017 by downloading the specifications at www.twp.pennsauken.nj.us under "Jobs and Bids" **free of charge** or in the office of the Township Clerk during regular hours from 8:30 am and 4:30 pm Monday through Friday. Cost is \$20.00 (\$25.00 if mailed) and is non-refundable.

Questions concerning the Request for Proposal should be directed to Adrian Casey in Purchasing at (856) 665-1000 Ext. 161 or by email at acasey@twp.pennsauken.nj.us The successful Contractor(s) will be required to comply with the current requirements of N.J.S.A. 10:5-31, et seq. (N.J.A.C. 17:27) (Equal Employment Opportunity), 42 U.S.C. § 12101, et seq. (Americans with Disabilities Act), N.J.S.A. 52:32-44, et seq. (New Jersey Business Registration) and N.J.S.A. 52:15C-14(d) (N.J.A.C. 17:44-2.2) (Records Retention). Each proposal must be accompanied by a duly executed Non-Collusion Affidavit. The Township reserves the right to reject any and all proposals, as allowed by law and, to waive any informalities or to accept a Proposal which, in its judgment, best serves the interest of the Township. By Order of the Township Committee of the Township of Pennsauken.

Adrian Casey

Purchasing Agent

March 3, 2017 and March 10, 2017

PENNSAUKEN COUNTRY CLUB BANQUET FACILITIES

UPSTAIRS BANQUET

SEATS 220 COMFORTABLY FOR BANQUETS 240 MAXIMUM

2 DANCE FLOORS

PERMANENT UPSTAIRS BAR AREA

125FT X 15FT DECK OVERLOOKING GOLF COURSE WITH FIVE TABLES

19TH HOLE BAR & GRILL

DOWNSTAIRS

9 TABLES SEATING 4 EACH

5 BOOTHS SEATING 4 EACH

PERMANENT BAR WITH 12 BAR STOOLS

3 PUB HEIGHT TABLES EACH HAVING 3 STOOLS

FIREPLACE

4 OUTDOOR SQUARE WOODEN TABLES SEATING 4 EACH

3 OUTDOOR ROUND CAST IRON TABLES SEATING 4 EACH

GRASS AREA WITH GAZEBO WITH BRICK WALKWAY FOR WEDDINGS AND PHOTO PROPS

HANDICAP RAMP TO FACILITATE UPSTAIRS

PARKING FOR 230 CARS

Entire building is 18,000 square feet

9,000 up 9,000 down

***Please visit www.pennsaukengolf.com**

***CONTRACT SHALL BEGIN ON JULY 1, 2017**

Recommended hours of operation for the 19th Hole Bar & Grill

- **Open weekends & holidays 7am for breakfast remaining open until a minimum of 9pm.**
- **Weekdays open at 8 am remaining open until a minimum of 9pm.**
- **Dinner recommended Wednesday through Saturday serving until 9pm**

*** No alcohol can be served before 11:00 am on Sundays**

***You may make a recommendation of having The 19th Hole open for dinners as many nights as you wish, but must fulfill the minimum requirements. Dinners shall be served until 9:00 pm not dusk.**

GENERAL INSTRUCTIONS AND CONDITIONS FOR SUBMISSION OF PROPOSALS

All proposals will be publicly opened and read by the Township Administrator or someone designated by him, at the time and place indicated in the advertised Notice to Vendors. All proposals must be submitted with a completed copy of all conditions for proposals. It is the vendor’s responsibility to insure that any and all information required is complete.

PERFORMANCE BOND:

The successful vendor, when awarded the contract, shall furnish a cash surety bond or a letter of credit issued to and acceptable to the Township of Pennsauken as provided for under the Special Conditions of these Request for Proposal.

INSURANCE CERTIFICATES REQUIRED:

- Workers Compensation.
- Property and Automobile Liability Insurance.
- Public Liability (including dram shop liability).
- Business Interruption Insurance
- Liquor Liability
- Umbrella Liability

PUBLIC DISCLOSURE:

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any state, county, municipal or school district contract for performance of any work or the furnishing of any materials or supplies unless prior to the receipt of the bid or in the case of competitive contracting, the proposal, there is submitted a statement which sets forth the names and addresses of all stockholders in the corporation or all partners in the partnership who own 10% or more of its stock of any class or all individual partners who own a 10% or greater interest in the partnership. Failure to supply this information with your form of proposal will be cause to reject the proposal in its entirety.

RESERVATIONS OF THE TOWNSHIP COMMITTEE:

The Township Committee will award the contract to the vendor who submits the best overall proposal. The criteria which will be evaluated to make this determination is set forth more specifically in the following Special Conditions. The Township Committee reserves the right to reject any or all proposals in whole or in part, to make an award based on all criteria regardless of price and to waive any immaterial information as may be permitted by law.

EXCEPTIONS TO SPECIFICATIONS:

If any vendor wishing to make a proposal requests to vary any requirement of the Request for Proposal or Specifications contained herein, this discrepancy must be specifically called to the attention of the Township in the vendor’s proposal and explained. **All matters shall be in written form and delivered to the attention of Adrian Casey, Purchasing Agent.**

INSPECTION OF THE FACILITY:

It is the responsibility of all vendors wishing to make a proposal to inspect the facilities at the Pennsauken Country Club and to understand what equipment, furniture and fixtures will be made available to the successful vendor prior to submitting a proposal. Inspection of the premises and other information can be arranged by contacting the Golf Course Superintendent. It is also the Township's intent to hold a pre-proposal conference for the purpose of clarifying any issues that may arise as a result of this Request for Proposal. Attendance at the pre-proposal conference shall not be mandatory but it is recommended and any party who has received this package shall be noticed of the time and date of the pre-proposal conference. **The pre-proposal conference will be held on Wednesday, March 8, 2017 at 9:30 a.m.** All shall meet in the **19th Hole** 3800 Haddonfield Rd., Pennsauken, NJ 08109 in the upstairs banquet hall. Pre-proposal conference will be conducted by Golf Course Facilities Consultant, Bob Prickett. (856) 889-7898.

If vendor is unable to attend pre-proposal conference they must make an appointment with the Purchasing Agent, Adrian Casey (856) 665-1000 ext. 161 or acasey@twp.pennsauken.nj.us.

TIME FOR MAKING AWARDS:

The Township shall award a contract or reject all proposals within sixty (60) days after receipt and opening of the proposals or within such time as may be specifically permitted elsewhere in the Proposal Instructions. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this RFP shall be subject to the availability and appropriation of sufficient funds annually.

DOMESTIC PRODUCTS:

Only manufactured products of the United States wherever available shall be used in connection with this undertaking pursuant to N.J.S.A. 40A:11-18.

METHOD OF SUBMISSION OF PROPOSALS:

Proposals may be hand delivered to the Office of the Township Clerk or forwarded by U.S. mail. The Township disclaims any responsibility for proposals forwarded by U.S. mail and received beyond the proposal opening deadline. Proposals received beyond the proposal opening deadline will be returned unopened to the return address shown on the proposal envelope.

AFFIRMATIVE ACTION REQUIREMENTS:

All vendors are required to comply with the requirements of P.L. 1975, C. 127 (attached).

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS:

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:

- The contractor must provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors must collect such proofs of business registration and maintain them on file;
- Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- During the term of this contract, the contractor and its affiliates must collect and remit, and must notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A.54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

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

Please see samples of acceptable Business Registration Certificates PAGE # 27

PAY TO PLAY REQUIREMENTS:

The Vendor/Contractor must file an annual political contribution disclosure statement with the New Jersey Election Law Enforcement Commission ("ELEC") pursuant to N.J.S.A.19:44A-20.13 (P.L. 2005, c.271, s.3) if the Vendor/Contractor receives contracts from public entities totaling in excess of \$50,000 in a calendar year. It is the Vendor's/Contractor's responsibility to determine if the filing of an ELEC disclosure statement is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us

NON-COLLUSION AFFIDAVIT:

The Affidavit shall be properly executed and submitted with the proposal.

QUESTIONNAIRE AS TO PROCUREMENT AND SERVICE CONTRACTS:

All vendors submitting a proposal are required to complete the form attached hereto.

EMPLOYEEMENT:

All State and Federal laws shall apply to employees.

LICENSE:

A concessionaire's license has been issued by the Division of Alcoholic Beverage Control for use at the Pennsauken Country Club. Any successful vendor must complete all required applications to ABC and must be approved as a concessionaire to utilize this license prior to commencing the contract term. All vendors submitting proposals shall become familiar with the requirements of ABC in this regard. Failure of a vendor to qualify shall be deemed an inability to enter into the proffered contract resulting in a forfeiture of the vendor's proposal security. The cost of all licenses are the responsibility of the concessionaire.

SPECIAL CONDITIONS OF RESPONSE TO REQUEST FOR PROPOSAL.

A. SECURITY BOND:

Prior to the commencement of the work to be performed pursuant to the contract which will be awarded as a result of this Request for Proposal, the successful vendor shall furnish a cash security bond or letter of credit issued to and acceptable to the Township of Pennsauken in the amount of 100% of the annual proposed payment in the RFP. Such security shall be furnished prior to the contract commencement date. In the event a letter of credit is issued, it must be continued for the entire contract term and evidence of renewal must be provided not less than thirty (30) days prior to the expiration of the initial letter of credit term or any extensions thereof. Any cash security bond must likewise meet with the same requirements. A letter of credit or other security shall provide that it will be payable to the Township of Pennsauken upon receipt by the issuer of a notice from the Township of Pennsauken signed by a duly authorized representative of the Township and bearing the Township's seal stating that:

1. The vendor has defaulted in its obligation to make payment to the Township as hereinafter provided; or
2. The vendor has breached the terms of the contract and/or rules and regulations as established for the operation of the facility.

Prior to the request for payment from the issuer of the letter of credit or other security, the Township shall notify the vendor of the reasons for the request and provide to the vendor an opportunity to cure any default. In the event that there has been a default in payment, such notice and opportunity to cure shall be a period of thirty (30) days. With respect to any other violation of any contract term and/or rule or regulation established for the operation of the facility, the notice and opportunity to cure shall be for a period of ten (10) days unless ten (10) days is unreasonable to cure for reasons outside the vendor's control and further provided that diligent efforts are made by the vendor to cure any default within the ten (10) day period.

B. INSPECTION OF PREMISES:

All vendors submitting Request for Proposal are required to completely inspect the food and beverage service areas of the Pennsauken Country Club prior to submitting their Request for Proposal in order to determine that all the requirements associated with and to carry out the intent of the resulting contract are in place. All prospective vendors are to contact the Golf Course Facilities Consultant, Bob Prickett Pennsauken Country Club, 3800 Haddonfield Road, Pennsauken, New Jersey 08109 at (856) 889-7898. The submission of a proposal shall be conclusive evidence that the vendor has inspected the food and beverage service areas and accepted them as sufficient to carry out the intent of the resulting contract.

C. CRITERIA FOR CONCESSIONAIRE

In addition to the fee offered to be paid by the proposing vendor, the following additional criteria will be considered in the evaluation of all proposals:

1. Does the vendor's proposal demonstrate a clear understanding of the scope of work and related objectives?
2. Is the vendor's proposal complete and responsive to all specific RFP requirements?
3. Has the vendor's past performance been documented?
4. Has past performance been adequately related to the objectives of this contract?
5. Does the vendor's proposal use innovative technology and techniques?
6. Are sound environmental practices such as recycling, energy efficiency and waste reduction used?
7. Does the vendor's proposal contain a proposed schedule of hours of operation that meets the needs of the facilities and its users?
8. Is the vendor's proposed overall plan of operation including menu options, consistent with the needs of the facilities and its users?
9. Can the vendor document financial responsibility including, but not limited to, timely payments to suppliers and others?
10. Has the vendor previously qualified to operate a facility subject to the licensure requirements of the Division of Alcoholic Beverage Control?
11. Does the vendor have a record of moral integrity?
12. To what extent does the vendor rely on in-house resources vs. contracted resources?
13. Is the availability of in-house and contracted resources documented?
14. Has the vendor documented an ability to attract an experienced work force that can meet all of the needs of the facility and its users?
15. Does the vendor demonstrate cultural sensitivity in hiring and training staff?
16. Does the proposal include quality control and assurance programs?

17. What is the vendor's five (5) year business plan?
18. Supply sample menu of proposed items to be served.

The Township of Pennsauken reserves the right to reject any and all proposals and to utilize all the criteria together with fee proposal made by each vendor in determining which vendor can best service the facility and its users.

E. VENDOR'S INFORMATION:

Each proposal shall be accompanied by a document prepared by the vendor and to which he or she shall attest, which contains the information necessary for the governing body of the Township of Pennsauken and/or the committee evaluating proposals to evaluate all criteria set forth above. Any additional information that the vendor feels may be significant to an evaluation of its ability to meet the needs of the facility and its users should be included. Although all criteria will be considered, additional weight will be given to the following factors:

1. Evidence of financial ability to operate the concession.
2. Evidence of adequate experience in food service and hospitality fields.
3. Familiarity with the unique requirements, if any, relating to the integration of food and beverage services into a country club, golf facility environment.

Every vendor submitting a proposal shall attempt to address all the criteria listed above in an organized and detailed fashion. Please note that the Township has established as a minimum requirement for proposals to operate this concession, a requirement of a minimum of five (5) years in the hospitality and food service field including the operation of banquet and catering functions and being fully accountable for an entire food and beverage operation. In addition to all other information, every vendor shall furnish:

1. The name and address of the vendor, if an individual, partnership if a partnership, group or operating company or corporation, as applicable.
2. The duration and extent of experience in the operation of manual food and beverage services with detailed explanations.
3. A list of similar operations and locations where the vendor has or is operating manual food and beverage services.
4. This statement shall provide the length of time the vendor has operated at each location, the name of the location, address and phone number of each operation and a contact person.

It is the responsibility of each vendor submitting a proposal to insure that it addresses all of the criteria set forth above. Omissions, inaccuracies or misstatements shall be sufficient cause for rejection of any proposal.

From the total information requested, a determination will be made of each vendor's financial and operational ability to serve the Township. Any vendor currently operating a facility and food service operation shall, by submitting a proposal, consent to the inspection of said facility or operation.

The Township's intent is to award a contract to a vendor for a period of time of not less than three (3) years but not more than five (5) years. It shall be the Township's sole option to determine the contract length including, providing for a term of three (3) years with a Township option to extend for an additional two (2); one (1) year extensions.

NOTE: The successful vendor will be required to enter a contract containing the terms described hereafter. It is the obligation of every vendor submitting a proposal to be familiar with the contract terms, to be able to comply with the contract terms and to address its proposal to every element of contractor's responsibility there under.

TERMS OF THE CONTRACT

I. GENERAL TERMS:

- (A) This contract shall be effective on the date indicated in the letter of award and shall run for three (3) years, but not more than five (5) years from that date. It is specifically understood and agreed that such items relative to manual food service which are not addressed herein which may from time to time be added or excluded from this contract shall be added or excluded without voiding in any manner the provisions of this contract. Such additional or deleted coverage shall be furnished to the Township by the Vendor with such additional consideration as is necessary to make it legal and enforceable. It is the intent of the Township to purchase manual food service exclusively from the Vendor. In the event of the termination of the operation of the Pennsauken County Club during the term of the contract, or sale of the facility by the Township, the Township shall be permitted to cancel the contract effective on the closing date of the Country Club or the date of sale.
- (B) Recognizing that the successful operation of this contract is dependent upon the favorable response of the users of the facility, the Vendor shall meet regularly to work with the Township Administrator and/or Township Committee of the Township to effect adjustments in operation and areas of common interest and shall cooperate at all times to maintain maximum efficiency and good public relations with the community, club members, and Township representatives.
- (C) Any dispute which cannot be resolved between the Township Administrator and the Vendor regarding quality of food service and only disputes regarding quality of food service, shall be submitted to arbitration at the election of either party. Questions of law are not subject to arbitration. Disputes shall be arbitrated by a panel of three (3) arbitrators. Each party to the contract may submit three (3) names of candidate arbitrators and the final three (3) arbitrators will be selected from the submitted names and mutually agreed by the parties. Cost of arbitration, if any, shall be borne equally by the Township and the Vendor. Any other dispute except those subject to arbitration, which cannot be resolved by the Township Administrator and the Vendor, shall be mediated by the Township Committee of the Township of Pennsauken. Any such required decision by the Pennsauken Township Committee shall be final and binding on all parties.
- (D) If because of calamity which is not covered by business interruption insurance, business operations at the Country Club shall be interrupted or stopped, performance of this contract, with the exceptions of monies

already due and owing shall be suspended and excused to the extent commensurate with such interfering occurred and the expiration date of this contract may be extended for a period of time equal to the time that such interruption in performance is excused. The Township shall have the exclusive and sole right to determine whether to excuse contract performance pursuant to this subparagraph.

- (E) The Vendor shall maintain during the term of this contract, worker’s compensation, comprehensive general liability insurance, comprehensive auto liability insurance, business interruption insurance and liquor liability insurance, naming the Township of Pennsauken as a co-insured on all policies. Those policies of insurance shall provide for at least the following minimum amounts of coverage:

Kind of Insurance	Minimum Amounts of Coverage
Workers Compensation Liability (including Employer’s Liability)	Statutory, Comprehensive General including Broad form General, Liability Endorsements, Bodily Injury and
Property –	\$1,000,000 combined single limit
Comprehensive Automobile \$1,000,000 (including owned, hired and non-owned)	Bodily Injury, Property Damage - combined single limit liability
Liquor Liability (dram shop coverage)	\$5,000,000 combined single limit liability
Umbrella Liability	\$1,000,000 combined single limit liability
Business Interruption	An amount equal to estimated annual net profits including any fees due to the Township

Comprehensive General Liability Insurance shall include but not be limited to, coverage for the consumption or use of products, equipment or machines on location and any contractual obligations, undertaken for the customers. The comprehensive general liability insurance certificate shall contain a statement from the insurer that as respects this contract, the “care, custody or control exclusion shall be waived”. All policies shall contain a covenant requiring that the insurer provide to the Township Administrator, no less than thirty (30) days written notice of any intention to cancel, reduce or otherwise modify coverage. These policies shall be primary non-contributing with respect to any insurance carried by the Township and shall contain a severability of interest clause in respect of gross liability, protecting each named insured as though a separate policy had been issued to each.

In the event that the Vendor fails to maintain and keep in force any of the required insurances herein required, the Township shall have the right to cancel and terminate

this contract forthwith and without further notice. The Vendor shall advise each insurance agency to automatically renew all policies in coverage in force at the start resulting from this contract until notified of revisions in coverage requirements.

- (F) The Vendor shall save harmless, defend and indemnify the Township of Pennsauken against any and all liability claims and cost of defense of whatever kind and nature for injury to or death of any person or persons for loss of property or damage to any property at the Pennsauken Country Club or otherwise occurring in connection with or in any way incident to or arising out of facility's use, service, operations or performance of work in connection with this contract, resulting in whole or in part from the negligent acts or omissions of the Vendor, its employees, agents or representatives including, but not limited to any action involving the sale and/or consumption of alcoholic beverages.
- (G) The Vendor shall not hold the Township responsible for loss of money or product resulting from vandalism, death or any other peril. In addition, the Vendor shall not penalize the Township for any losses incurred and related to this contract.
- (H) Insurance certificates indicating the required minimum coverage shall be issued prior to the commencement of this Contract to the Township Administrator and shall be subject to his review and approval.
- (I) The Vendor shall be financially responsible for obtaining all required permits, licenses and bonding to comply with pertinent Township, county, state and federal laws and assume liability for all applicable taxes including but not restricted to sales, property, cigarette and beverage.
- (J) The Vendor shall furnish all food, beverages, supplies and equipment herein specified and all management and labor necessary for efficient nutritional sanitary and ecological sound operation of the manual food service included in this contract and subsequent extensions or amendments, if any.
- (K) The Township permits the Vendor to use such spaces as necessary to carry out the terms of this contract; such spaces as defined by the Township as areas for storage, preparation and service of food, dining rooms, office space and such other space as mutually agreed. The Township has provided the Vendor with the initially adequate facilities to be used for the food service. Such facilities include fixed and movable equipment, expendable equipment, glassware, flatware and chinaware. The Township shall provide heat, gas, electricity, refrigeration, hot water and steam. The Vendor will be responsible to reimburse the Township for a percentage (to be determined by the Township) for all utility costs related to that portion of the facility which the Vendor has use of or is

responsible for. That percentage is currently fixed at 75% and will only be adjusted in the event of change in facilities made available to Vendor.

Reimbursements to Township shall be due within fifteen (15) days of the invoice date. (See attachment titled Country Club Utilities)

- (L) The Township shall have the right to the inspection of all areas including but not limited to the kitchen, dining facilities, storage and auxiliary service rooms and the operation thereof, operated by the Vendor with respect to the quality and quantity of food service, the method of service, opening and closing hours and generally with respect to the use, safety, sanitation and the maintenance of said premises, all of which shall be maintained at a level satisfactory to the Township. The Township shall have the right to make from time to time reasonable regulations with regard to all such matters, and the Vendor agrees to comply with such regulations. Authorized representatives of the Township shall have the full right of access to all areas of said premises at any and all times. The Vendor shall have an obligation to operate in a manner consistent with generally accepted restaurant procedures. The Vendor shall cooperate with the Township to maintain comparable and competitive standards of service, food quality, menu variety, portion size and prices with that available in the country club food services. At any time when it can be determined by the Township that any of manual food services can be better performed in the best interest of the Township or its clientele in an improved manner, they may become part of the Vendor's responsibility and amended to this Contract by mutual agreement.
- (M) The Township may prosecute individuals for acts of property damage, theft and fraudulent acts at the country club witnessed and identified at public hearings by the Vendor or his employees.

II. MANUAL FOOD SERVICES:

- (A) Manual food service under the specifications of the resulting contract shall include the exclusive operation by the Vendor of all food and beverage services and facilities and other mutually agreed areas for the supply of all foods, beverages and products typically sold, excluding vending services.
- (B) The Township Committee and/or the Township Administrator shall meet regularly with the Vendor's food manager to evaluate food service focusing on comments and providing information which can result in needed changes or improvements.
- (C) The Vendor shall be alert to changing food service trends, new market forms of food and changing diet patterns being evolved throughout the food service industry. As a result, and with input from the Township Administrator, it shall continually initiate ideas for varied methods of food

service merchandising, public relations, promotions and menu presentations to increase service and maximize potential revenues. The Township Administrator shall encourage and cooperate with the Vendor to promote and merchandise services and products in the fullest to attract members and non-members to enjoy and fully utilize the food facilities. The Vendor, with assistance from the Township and the Township Administrator, shall implement, merchandise and promote these new services and product variations in a manner typical of successful operations. Promotion techniques shall include all publicity and advertisement, including paid ads in publications, radio announcements and approved point of purchase displays.

(D) Pricing and Minimum Portions:

1. Menu portions and prices shall be competitive with comparable menu items served by other successful fine dining operations in the greater Pennsauken/Philadelphia area.
2. At the start of the contract, the Vendor shall provide a detailed listing of menu items and prices of all menu items intended to be served for prior approval by the Township and/or its representatives. All menu items and price change requests shall be submitted to the Township in writing for approval prior to implementation.
3. The Vendor shall comply with the minimum food portions specified and mutually agreed and shall affect control and uniformity through group employee training sessions.
4. All prices are exclusive of the State sales tax.

(E) Food and Supplies Specifications:

1. All food and supplies purchased shall be in conformance with the specified minimum Standards of Federal and State specifications. The Township, or its representatives, shall periodically, as deemed necessary, inspect the Vendor's inventory of food and supplies to determine that purchasing standards are maintained.
2. Grade minimum for food items shall be:
 - (a) Meat (dry heat cooking): USDA Choice Cut I.M.P. specifications
 - (b) Meat (moist heat cooking): USDA Choice Cut I.M.P. specifications
 - (c) Poultry, Seafood: US Grade A
 - (d) Eggs: US Grade A Large Size
 - (e) Pure Ground Beef: USDA good or better, not to exceed 15% fat
 - (f) Fresh Fruits and Vegetables: USDA Grade A

- (g) Canned Fruits, Vegetables, Juices: USDA Grade A
 - (h) Frozen foods, Fruits, Vegetables, Juices: USDA Grade A
 - (i) Dairy Products, Cheese: USDA Grade A
- (F) At the start of this Contract, the Vendor shall submit all service day and hour schedules to the Township, in writing, for approval prior to implementation.
- (G) The Vendor and the Township Administrator or Township Committee, shall in addition to any other matters concerning the operation of the facility, set and establish a schedule of hours of operation for the facility. The hours of operation shall, once approved, become a part of the Vendor's obligation. The Vendor shall be required to comply with the approved hours of operation and shall not decrease or diminish those hours of operation without the prior express written approval of the Township.

III. CATERING SERVICE:

- (A) Food and beverage service for banquets, private parties, receptions, refreshment services or other special events shall be provided by the Vendor.
- (B) The Vendor shall supply to the Township Administrator on a monthly basis a current listing of all future bookings setting forth the name of the party, the number in the party, the amount of deposit, the date of the affair and the agreed total cost or price of the affair.
- (C) The successful vendor will establish a separate bank account in which both he and the Township Administrator will execute checks for the release of deposits held on behalf of future users of the facility for catering services. The Vendor shall supply to the Township Administrator monthly, a statement of the balance of that account when made available by the banking institution for retention by the Township.

IV. PERSONNEL, EMPLOYMENT PRACTICES, STAFFING AND SCHEDULES:

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

persons with disabilities. The Vendor agrees to post in conspicuous places available for employees and applicants employment notices setting forth the provisions of the nondiscrimination clause.

- (B) Vendor shall at all times maintain on duty at the country club an adequate staff of employees for efficient operations. A principal of the Vendor shall be present and on site at the facility for a portion of each operating day. In the event the Vendor is a sole proprietor, the term "principal" shall mean a proprietor. In the event the Vendor is a corporation or partnership, the term "principal" shall mean a principal stockholder of the corporation or a partner. It is expressly understood that it is the intent of this provision to require that a principal would be involved in the day-to-day, on-premises management of the operation. In addition, at the commencement of this Contract the Vendor shall designate a General Manager at the facility. The appointment of the General Manager shall be subject to the Township's review and approval. Such approval shall not be unreasonably withheld. The General Manager shall be authorized by the Vendor to act on the Vendor's behalf with respect to all issues concerning the operations of the facility and the Township. It shall be entitled to rely upon that authority except with regard to the issues of termination or modification of the fee schedule and terms set by this Contract. The General Manager shall devote full time to on-premises management of the operations. Once selected by the Vendor and approved by the Township, the General Manager shall not be removed except for cause as would lead to dismissal from all employment by the Vendor. The Vendor shall at all times provide expert administrative, purchasing, equipment, consulting and personnel supervision. For valid reasons and upon notice to the Vendor, the Township or its representative shall have the right to eject any employee of the Vendor.
- (C) Personnel relations of employees on the Vendor's payroll shall be the Vendor's responsibility. The Vendor shall comply with all applicable government regulations related to the employment, compensation and payment of personnel. All employees of the Vendor at the country club who handle cash shall be bonded and a list of said employees furnished to the Township Administrator. This list shall be reviewed and approved annually or at any time during the year by the Township Administrator.
- (D) The Vendor shall have the resources and staff for continually providing satisfactory training and development programs for his employees at all levels of the organization. Regularly scheduled employee training should be conducted by the Vendor regarding such subjects as refrigeration sanitation, equipment sanitation, overall proper sanitation of food handling services. The Vendor shall be responsible for the expense of such training meetings.

- (E) Personnel of the Vendor shall observe all regulations of the country club. Failure to do so may be grounds for dismissal.
- (F) Employee uniforms shall be selected by the Vendor which are mutually agreed to by the Township and the Vendor to be the best suited for the job function intended, and easily and appropriately identifying the Vendor and employee by name. Exception shall be determined by mutual agreement of the Township and the Vendor.
- (G) Various laws of the State of New Jersey, statutes and/or regulations, require that certain food handlers take and pass a food hand handlers examination. The Township shall require certification that food handlers under this Contract have taken and passed said examination as required by law, and the cost of these examinations shall be the Vendor's responsibility. The Vendor may require all of its employees at the country club to submit to health examinations before being hired and periodically, at least annually or as frequently and as stringently as required by law, and to submit satisfactory evidence of compliance with all health regulations to the Township.

V. EQUIPMENT, UTILITES, SUPPLIES AND SPACE USE:

- (A) The Township shall supply the Vendor with a physical inventory of all expendable and non expendable supplies (i.e., dishes, glasses, silverware) and capital equipment at the start of the Contract. Depletions shall be replaced, or current value equivalent paid the Township, at least semi-annually and on completion or termination of this contract by the Vendor at his expense and to the Township's satisfaction. The Township may maintain up-to-date physical inventory records of non-expendable supplies and capital equipment during the life of this Contract.
- (B) On termination or expiration of this Contract, the Township shall conduct a physical inventory of all non-expendable supplies and capital equipment. At that time, the Vendor will surrender the facilities and the equipment to the Township in as good condition as at the start of this Contract.
- (C) The Vendor is responsible for control of keys obtained from the country club and security of those areas for which and when they are used by his representatives. The Vendor shall be responsible for immediately reporting all facts relating to losses incurred equipment damage or break-ins to his equipment and/or areas of the country club to the Township Administrator. The Township shall be responsible for key issue and periodic review of key control. The Township is responsible for the cost of re-keying and replacing lock cylinders as determined by the Township. The Vendor shall be responsible for the replacement of lost keys and the cost of re-keying and

replacement of locking cylinders required as a result of his negligence and/or loss of keys.

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

VI. EQUIPMENT AND FACILITY MAINTENANCE, REPLACEMENT AND SANITATION:

- (A) The Country Club equipment and facilities shall be maintained through the life of this Contract in a condition satisfactory to the Township and in compliance with the manufacturer's warranties and sanitation procedures. The Vendor shall adhere to the highest standards of cleanliness and sanitary practices to insure continual sanitation in all functions and matters related to the execution of the terms of this Contract, including food handlers' appearance and performance in the preparation, service, transport and storage of food and related items.
- (B) Inspectors of the Camden County Board of Health shall have complete cooperation and access to all service, production and storage areas for inspections which they may conduct. These inspections may be at the request of the Township or on said agency's own discretion. A management representative of the Vendor shall conduct frequent equipment and facility maintenance and sanitation inspections as part of his equipment upkeep policies. A copy of all inspection reports shall be furnished to the Township Administrator by the Vendor. The Vendor is responsible to implement corrective operating measures as a result of these inspections and reports, within ten (10) days of notification from the inspections agency and with the mutual agreement of the Township. Notwithstanding any other provision, it is recognized and understood that in the event that inspection reports require corrective measures be taken as to the portion of the facility which is the Township's responsibility to maintain and/or repair (such as roof, exterior walls, exterior walkways, etc.) then the Vendor shall immediately notify the Township of the defects noted within any inspection report and the Township shall undertake corrective action.
- (C) The Vendor shall provide housekeeping, cleaning methods and sanitation service, and the equipment and supplies for all food service equipment in all areas. This shall include, but not be limited to, production, serving kitchens, refrigerators, freezers, receiving and storage, trash and garbage, dining and service areas, employee locker and restrooms, offices, hallways, and stairs used by the food service.

- (D) The Vendor shall be responsible for advising the Township of required capital equipment purchases and/or required repairs of capital equipment and shall make or authorize the repair and replacement of worn, damaged or malfunctioning equipment and related facilities which are caused by the negligence of the Vendor or its agents, in which event, the Township shall, at its option, request the Vendor to make and pay for the necessary repairs and/or replacement, or replace said capital equipment and related facilities and invoice the Vendor for said repairs or replacements. The Vendor shall pay such costs which shall not be charged back to the Township. A preventative maintenance program, including regular replacement of worn, damaged or malfunctioning capital equipment and related facilities shall be instituted and paid by the Township and executed with the full cooperation of the Vendor. The Vendor shall be responsible for supplying advance notification to the Township Administrator and the prior approval of the Township Administrator prior to making repairs and/or replacements of capital equipment. The Township recognizes that the continuation of orderly operations at the country club may not allow for advance notice and approval and in emergent situations or during times when the Administrator is not available, advance notice and approval may be excused. However, the Vendor shall use every reasonable effort to insure that it obtains such advance approval from the Township Administrator or his designee and the repeated failure to do so shall be considered a breach of this Contract.
- (E) The Vendor shall keep the country club updated in new industry security measures in use and in force. The Township shall institute or execute such measures required to accomplish maximum property, product and revenue security when presented in writing by the Vendor and mutually agreed by the Township.
- (F) The Vendor shall provide waste containers and bag liners in the areas where necessary and in sufficient numbers to maintain sanitary standards to trash disposal. All waste containers shall be kept in a clean and satisfactory condition at all times, and emptied as often as necessary by the Vendor.
- (G) The Vendor shall remove all waste container trash, master cartons, crates, etc. from the food service and storage areas to dumpsters provided and serviced by the Vendor. Dumpsters shall be provided and serviced by the Township, in its sole discretion.
- (H) The Vendor shall be responsible for the cost of insect and pest control in all food service and storage areas. The Vendor shall maintain insect and pest control on a monthly basis for his products and equipment.

- (I) The Vendor shall supply detergent, sanitizer, brooms, mops, etc., used in the maintenance of the production, service and dining areas and equipment specified in the terms of this Contract, including catering, set-up and cleanup.
- (J) The Vendor shall supply laundry service through an outside company for the purpose of washing and/or dry cleaning towels, uniforms, table linens, napkins, etc.
- (K) Notwithstanding any other provision of this Contract, it is recognized and understood that the Vendor shall be responsible for all equipment and items provided to the Vendor by the Township during the useful life of such items. The Township shall be responsible for replacing, as needed, such items at the end of their useful life. On the commencement of this Contract, the Vendor shall provide to the Township a schedule of major items, their economic life and a replacement schedule. The replacement schedule shall, once approved by the Township Administrator and the Township Committee, become a part of the Township's responsibility to the Vendor.
- (L) All Grease traps shall be pumped out monthly at Vendor's expense.
- (M) Upstairs and Downstairs rugs shall be shampooed at least three (3) times per year at Vendor's expense.
- (N) Oven hoods to be cleaned as per fire code requirement a minimum of twice a year.
- (O) The Vendor shall be responsible for service to the TV's, cable or satellite installation and the monthly cost of same. The Vendor is also responsible for music systems, piped-in music and for the installation, cost and monthly maintenance of any telephone systems servicing the vendor's needs.

VII. STATEMENTS, AUDITS, PAYMENTS AND BILLINGS:

- (A) In order to provide the Township with an ability to assure the optimum operation at the Pennsauken Country Club and to enable the Township to evaluate those operations, the Vendor shall provide to the Golf Course Facilities Consultant once each calendar quarter, a financial statement. The quarterly statement shall be provided within thirty (30) days after the end of any calendar quarter. In addition, the Vendor shall provide to the Township Administrator on a monthly basis, no later than fifteen (15) days after the close of any calendar month, a listing of all advance bookings of banquets and other events to be held at the Pennsauken Country Club to include the date of the event, a description of the portion of the facility to

be used for such event, the number of people anticipated at any such event, the amount of deposit, the total cost to the participant for the event and any other descriptive information that may enable the Golf Course Superintendent to evaluate the effect of such a booking upon the overall operation. This provision is subject to the requirements of additional provisions contained within this Contract for notice to the Township by the Vendor of persons making advance bookings at the end of the Contract term and/or its termination as contained hereinafter.

- (B) Each operating statement on a composite basis shall present revenue and expense amounts for the period being reported and fiscal year-to-date percentage ratios for each time and period.

VIII. BASE FEE:

- (A) The Vendor shall pay to the Township a fee for the use of the facilities available to the Vendor. This fee shall be established by RFP in total for the five (5) year concession and broken down in annual amounts in each of the five (5) years, setting forth the amount of the fee the Township will receive in each of the months in the first year, in each of the months in the second year and in each of the months in the third year. Throughout the term of the Contract the fee shall be payable on the first day of the next month following the commencement of this Contract as provided for by the Vendor in his proposal. At the expiration or termination of this Contract, partial monthly payments shall be calculated at a per diem rate based upon the annual contract payment for the number of days the Vendor has possession of the facility from the date of the contract or the last monthly payment.
- (B) In the event that the facilities at the country club are expanded and/or renovated, and prior to undertaking the work of the expansion and/or renovation, the parties shall meet and agree upon a new fee payable by the Vendor to the Township and a revision of the term of this Contract. Any adjustments in fee for the term of this Contract shall be reached in recognition of the capital improvement cost to be incurred by the Township, the impact upon the Vendor's enhanced future business opportunities and the impact upon the Vendor's present business opportunities during the term of any expansion and/or renovation project.
- (C) On request of the Township, the Vendor shall meet with the Township and review each quarterly statement, explain deviations, discuss problems and mutually agree on courses of action to improve the results of the acquired services included in this Contract. Quarterly statement adjustments required as a result of a review and/or audit shall be identified and reflected on the next monthly statement.

- (D) The Township shall be advised by the Vendor of the schedule of the Vendor's annual audit of his records and operations of the country club concession. The Township reserves the right and shall have the option to participate in the Vendor's audit and shall require a full report of these audits.
- (E) **In addition, off-site catering shall be considered on a case by case basis with the approval of the Township Administrator which said approval will not be unreasonably withheld. A fee of \$0.50 per person for off-site catering services will be charged and payable to the Township on a monthly basis.**

IX. CONTRACT TERMINATION:

- (A) The Township may terminate this contract for neglect as determined by the Township which shall consider such items as insufficient insurance coverage, failure to provide required periodic statements or payments due the Township as provided for in these specifications, failure to enforce required standards or sanitation, failure to keep wage payments to employees current, or quality of services or preparation of food and beverage subjectively unacceptable to the Township. This may include any cessation or diminution of service, including but not limited to, failure to maintain adequate personnel, whether arising from labor disputes or otherwise, any substantial change in ownership or proprietorship of the Vendor which, in the opinion of the Township, is not in its best interest or failure to comply with the terms of this Contract. The Township Committee of the Township of Pennsauken shall be the final judge of contract performance for the purposes of this section of the contract. The Vendor, however, shall not be deemed to have waived its rights by law to any remedy to which it may be entitled, including but not limited to, appeal from final action of the Township Committee by complaint in lieu of prerogative writ or otherwise.
- (B) The Township shall provide ten (10) calendar days' written notice of contract neglect and unless within that period such neglect has ceased and arrangements made to correct, the Township may terminate by giving sixty (60) days' notice in writing, by certified mail or registered mail, of its intention to cancel this Contract.

X. NOTICES:

All notices as required herein or otherwise to the Country Club shall be addressed to the Township Administrator, 5605 N. Crescent Blvd., Pennsauken, NJ 08110. All notices to the Vendor as required herein or otherwise shall be addressed to it at its address at the time of the proposal and after commencement of the Contract, to the Vendor's office at the Pennsauken Country Club.

XI. LAWS APPLICABLE:

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

XII. RIGHT TO DO BUSINESS:

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

XIII. ADVANCED BOOKINGS EXISTED AS OF DATE OF CONTRACT ENTRY:

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

XIV. ADVANCE BOOKINGS ON TERMINATION:


At the expiration of this contract and/or its termination and in accordance with the terms of this Contract, the Vendor shall provide to the Township Administrator a complete list of all events booked for the Pennsauken Country Club beyond the date of expiration and/or termination. This list shall be provided to the Township Administrator not less than forty-five (45) days prior to the date of termination and/or expiration. This list shall provide in addition to the date of any booking, the facilities to be used for such event and a current name and address of a person responsible for the party or parties who have contracted for the use of the facility. The Township Administrator shall within fifteen (15) days of receipt of the prescribed information, cause to be sent to the person or persons responsible for contracting to use the Pennsauken Country Club, a notice informing such person or persons that the Vendor will not be providing manual food services at the Pennsauken Country Club on the date of the scheduled event and

notifying such person or persons of their right to cancel the contract and obtain a refund of any deposits paid or to continue the contract and to have manual food services provided by any subsequent vendor. In the event that persons having advanced bookings wish to cancel their contracts upon such notification, the Vendor shall have the sole and exclusive responsibility for refunding any deposit paid to the Vendor. In the event that advanced bookings are continued at the Pennsauken Country Club, the Vendor shall tender to the Township any deposits paid on account of such advanced booking and shall thereafter have no claim to such deposits. The Vendor agrees to fully indemnify and hold harmless the Township from any claims to or arising from deposits made for advanced bookings.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME:		TRADE NAME:
TAXPAYER IDENTIFICATION#:		SEQUENCE NUMBER:
ADDRESS:		ISSUANCE DATE:
EFFECTIVE DATE:		<i>John S. Tully</i> Acting Director
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

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

FAILURE TO SUBMIT ONE OF THESE DOCUMENTS **WITH THE BID** WILL CAUSE YOUR BID TO BE REJECTED, REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE COUNTY OF OCEAN.

 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1098907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

CRITERIA FOR EVALUATION OF PROPOSALS

In order to ensure that each proposal is carefully considered, the Township Purchasing Department has a procedure for proposal review. Each proposal will be evaluated against the criteria detailed below.

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 by the Evaluation Team to the Township Committee for award of contract.

Proposers who submit a proposal in response to this RFP may be required to give an oral presentation to explain the proposal to the Evaluation Committee. This will provide an opportunity for the proposer to clarify or elaborate on the proposal. The Township Administrator will schedule the time and location of these presentations. The Evaluation Committee will present its findings and recommendations to the Township Committee.

The following criteria, not necessarily listed in order of importance, will be used to evaluate proposals. These criteria are general in nature and may be used to develop a more detailed evaluation work sheet. The Township of Pennsauken reserves the right to weigh its evaluation criteria.

Weight given to each criterion will be available to applicants, upon request, immediately preceding the proposal deadline. The weighting criteria will be based on a 100 point scale (90-100= excellent, 80-89= good, 70-79 = fair, 69 and below= poor). If necessity demands, awards may be divided among competing proposals with the highest score receiving 10% more than the second highest score, the second receiving 10% more than the third, and so on, as applicable. A difference in weighting scored of 15 points or more will be considered superior and submitted for approval.

_____ **Criteria #1 (_____ points) TECHNICAL:** The extent to which the vendor provides information about their background, experience, and understanding of the service to be provided and their ability to serve the Township of Pennsauken. How well does the vendor's proposal demonstrate a clear understanding of the scope of work and related objectives? Is the vendor's proposal complete and responsive to the Township of Pennsauken's specific RFP requirements? (Maximum total 30)

_____ **Criteria #2 (_____ points) MANAGEMENT:** The extent to which the vendor seeks to manage project. Does the vendor document a record of reliability of timely delivery of services? Does the vendor document industry or program experience? Is there documentation of experience in performing similar work by employees? The thoroughness to which the applicants describes the overall objectives and indicates the outcomes expected at the end of the contract period, and the

likelihood of accomplishing said goals and outcomes based on an analysis of the plan. The completeness to which the applicant describes the specific contract objectives needed to accomplish each goal. Does the vendor demonstrate a track record of service as evidenced by service history? Are the personnel qualifications of employees documented, as to their experience in performing similar work? (Maximum total 30)

_____ **Criteria #3 (_____ points) COST:** Does the vendor demonstrate financial stability and strength? Does the vendor have sufficient financial resources to meet its obligations? Is the price and its component charges, fees, etc. adequately explained or documented? Relative cost: How does the cost compare to other similarly scored proposals? Is the price and its component charges, fees, etc., adequately explained or documented? (Maximum total 40)

Total _____

COMMENTS:

Name & Title of Evaluator: _____

Date: _____

**PROPOSAL FORM
CONCESSIONAIRE AT PENNSAUKEN COUNTRY CLUB
RFP #17-07**

In accordance with the Notice to Vendors, General Instructions and Specifications, the undersigned certifies that they have read and understand same and propose to furnish the below listed proposal for the operation of the concession at the prices offered in accordance with the specifications.

RFP FOR OPERATION OF THE CONCESSION FOR THE FIVE (5) YEARS
(MINIMUM PER YEAR \$200,000.00) which does not include any additional costs as stated in this package

(A) FIRST YEAR TOTAL: \$ _____

\$ _____
(amount written in words)

(B) SECOND YEAR TOTAL: \$ _____

\$ _____
(amount written in words)

(C) THIRD YEAR TOTAL: \$ _____

\$ _____
(amount written in words)

OPTIONAL YEARS

(D) FOURTH YEAR TOTAL: \$ _____

\$ _____
(amount written in words)

(E) FIFTH YEAR TOTAL \$ _____

\$ _____
(amount written in words)

In the event of a conflict between numbers and words the written amount will take precedence over the number.

The undersigned has hereby submitted an RFP for the Manual Food Concession to the Township of Pennsauken, in the County of Camden and State of New Jersey as set forth in the Specifications.

The undersigned is an Individual/Corporation/Partnership under the laws of the State of _____ having its principal offices at _____.

COMPANY NAME

SIGNATURE

TYPE OR PRINT NAME

ADDRESS

ZIP CODE AND TELEPHONE NUMBER

AFFIX CORPORATE SEAL:

AFFIRMATIVE ACTION AFFIDAVIT

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE Goods, Professional Services and General Service Contracts (Mandatory Affirmative Action Language)

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 for the 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 applicable 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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: _____

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

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

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

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

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

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in _____
(name of municipality) (name of affiant)

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 bid
entitled _____, and that I executed the said proposal with
(title of proposal)

full authority to do so 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 _____ relies upon the truth of
the statements contained in said Proposal
(name of contracting unit)

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 _____.

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of

Organization: _____

Organization

Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.
(COMPLETE THE LIST BELOW IN THIS SECTION)
OR
- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Township of Pennsauken** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **Township of Pennsauken** to notify the **Township of Pennsauken** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Township of Pennsauken** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

**TOWNSHIP OF PENNSAUKEN
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Vendor hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Vendor)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

TOWNSHIP OF PENNSAUKEN

RFP DOCUMENT CHECKLIST

Items required with RFP	Submission Requirement	Initial each required entry and if required submit the item
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	
<input checked="" type="checkbox"/>	Proposal Form	
<input type="checkbox"/>	References	
<input checked="" type="checkbox"/>	Status of Present Contracts	
<input type="checkbox"/>	Equipment Certification	
<input type="checkbox"/>	Bid Guarantee (with Power of Attorney for full amount of <i>Bid Bond</i>)	
<input type="checkbox"/>	Public Works Contractor Certificate	
<input type="checkbox"/>	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
<input checked="" type="checkbox"/>	Mandatory Affirmative Action Language	
<input type="checkbox"/>	Prevailing Wage	
<input checked="" type="checkbox"/>	Americans with Disabilities Act of 1990 Language	
<input checked="" type="checkbox"/>	Proof of Business Registration	

The undersigned vendor herewith submits the above required documents.

PRINT NAME OF VENDOR _____

Signed by _____

Print Name and Title _____

Date: _____

This checklist should be initialed and signed where indicated and returned with all documents

TOWNSHIP OF PENNSAUKEN
 COUNTRY CLUB 75% PSE&G REIMBURSEMENT
 2014

	<u>PSE&G</u>	<u>HESS/ DIRECT ENERGY</u>
JANUARY	\$6,545.19	\$1,909.89
FEBRUARY	6,063.01	1,836.80
MARCH	6,239.91	1,752.82
APRIL	5,992.20	1,432.22
MAY	5,657.47	1,115.42
JUNE	7,177.88	998.01
JULY	8,281.79	800.35
AUGUST	7,859.99	574.57
SEPTEMBER	7,229.84	580.81
OCTOBER	8,431.70	633.31
NOVEMBER	2,895.15	906.85
DECEMBER	705.10	1,671.98
 TOTAL PSE&G @ 75%	 <u>\$54,809.42</u>	 <u>\$10,659.77</u>

TOWNSHIP OF PENNSAUKEN
 COUNTRY CLUB 75% PSE&G REIMBURSEMENT
 2015

	<u>PSE&G</u>	<u>SOUTH JERSEY ENERGY</u>
JANUARY	\$11,260.69	\$1,846.27
FEBRUARY	7,432.66	1,836.80
MARCH	5,840.66	1,861.24
APRIL	5,641.21	1,066.09
MAY	7,551.32	1,030.75
JUNE	7,544.36	960.07
JULY	8,959.36	753.92
AUGUST	8,494.58	482.98
SEPTEMBER	7,909.62	565.44
OCTOBER	6,286.28	624.35
NOVEMBER	5,463.84	689.13
DECEMBER	5,502.74	989.53
 TOTAL @ 75%	 <hr/> \$65,915.49	 <hr/> \$9,529.93

TOWNSHIP OF PENNSAUKEN
 COUNTRY CLUB 75% PSE&G REIMBURSEMENT
 2016

	<u>PSE&G</u>	<u>SOUTH JERSEY ENERGY</u>
JANUARY	\$5,768.34	\$1,142.66
FEBRUARY	5,319.27	920.55
MARCH	5,726.56	789.26
APRIL	4,974.20	783.38
MAY	4,931.02	765.70
JUNE	7,047.03	841.65
JULY	6,888.51	878.87
AUGUST	7,248.21	867.95
SEPTEMBER	5,716.34	863.71
OCTOBER	4,986.49	748.55
NOVEMBER	5,216.34	878.87
DECEMBER	5,066.10	1,024.87
 TOTAL PSE&G @ 75%	 <u>\$51,666.31</u>	 <u>\$7,879.52</u>