

***CITY OF BRIGANTINE  
REQUEST FOR PROPOSALS  
INFORMATION & REQUIREMENTS  
OPERATION & MANAGEMENT OF THE FOOD & BEVERAGE  
CONCESSION AT THE BRIGANTINE GOLF LINKS***

**I. OBJECTIVE.**

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

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

**II. BACKGROUND.**

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

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

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

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

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

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

**A. Proposed Electronic Services.**

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

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

- Kitchen area measuring approximately 10' x 25'
- Storage room measuring approximately 5' x 10'.

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

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

A. Dates of Operation:

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

B. Hours of Operation:

1. **“Golf Season Hours” - March 1 through October 31.** To ensure consistency and quality service to the public, Concessionaire shall operate café, at a minimum, on the same days and during the same hours of operation as the golf course. Concessionaire shall coordinate hours of operation with the General Manager. As a general rule, City anticipates that these hours of operation will be from dawn until dusk.
2. **“Off-Season Hours” - November 1 through February 28 (or 29).** Concessionaire may operate café during the Off-Season. Concessionaire shall coordinate hours of operation with the City. If Concessionaire does not operate the café during the Off-Season, City shall have the right to provide food and beverage services from the Pro Shop and shall retain all revenue from such operation.

C. Financial Arrangement/Concession and Other Fees.

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

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

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

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

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

D. Use of existing equipment.

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

E. Maintenance and Repairs.

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

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

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

### III. RFP PROCESS AND EVALUATION

#### **Bid Security**

All proposals must include a Bid Security Deposit. The Bid Security Deposit must be in the form of cashier’s check or certified check made payable to the City of Brigantine in the amount of One Thousand Dollars (\$1,000.00). The Bid Security Deposit shall serve as liquidated damages should the selected Bidder(s) arbitrarily not execute the Contract. Bid Security Deposits received from Bidders not selected shall be returned within ten (10) business days

**Site Visits.** As noted in Section V, a pre-proposal conference and site tour will be held prior to the proposal due date. The site tour includes a “walk through” to provide interested Concessionaires an opportunity to inspect the facilities and equipment, and a post walk through conference will be held to answer Concessionaires questions. An inventory of equipment will

be available during this meeting, and are also attached in Exhibit “D”. City representatives will be available following the site tour to answer any questions about operations, facilities, equipment and future plans.

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

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

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

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

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

#### IV. INSURANCE REQUIREMENTS

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

#### V. PRE-PROPOSAL CONFERENCE

Concessionaires are advised there shall be a Mandatory Pre-proposal Conference held at **11:00 am on Wednesday, January 6, 2016**, at Brigantine Golf Links located at 1075 North Shore Drive, Brigantine, NJ 08203. All interested Concessionaires should be in attendance. The

purpose of this conference shall be to clarify any questions regarding these specifications. If necessary, following the conference, a written addendum shall be issued to all Concessionaires. Questions not submitted prior to or at the conference may not receive a written response.

## VI. PROPOSAL SUBMISSION

- ❑ Sign and return the **Proposal Response Cover Sheet (ATTACHMENT 1)**. The form must be signed by a company representative authorized to bind the Concessionaire contractually.
- ❑ Submit all required information as outlined in the **Proposal Content & Evaluation Criteria** section of **ATTACHMENT 1**.
- ❑ Submit **original proposal** and **six (6) proposal copies** in a sealed envelope or other sealed container.
- ❑ Mark envelope or container with RFP Number and submission deadline date
- ❑ Submit a Bid Security Deposit in the amount of \$1,000.00.
- ❑ Submission Deadline: **11:00 am, Friday, January 22, 2016**. Proposals received after the 11:00am deadline will be placed in the file unopened and will not be considered.
- ❑ Submit to the address shown on the **Proposal Response Cover Sheet (ATTACHMENT 1)**.

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

## VII. ADDITIONAL INFORMATION

The City's **designated contact person** for questions or additional information concerning the services specified in this Request for Proposal, or for additional information concerning Request for Proposal procedures and regulations (i.e., submission deadline, forms required, etc.), or Americans with Disabilities (ADA) accommodations, is **Ellie Derrickson** in the Purchasing Department: telephone (609) 266-7600 x212; e-mail (derrickson@brigantinebeachnj.com).

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

(Access the RFP at [www.bb-nj.com](http://www.bb-nj.com), , click on the RFP name,)

Questions received after January 8, 2016 may not be considered or receive a written response. If questions prompt the need for changes to the specification, the City will issue a written addendum to the original specification.

Any Q & A information and/or written addendums issued by the City shall be available for interested Concessionaires to view and/or download within three (3) working days following the above referenced deadline. Go to [www.bb-nj.com](http://www.bb-nj.com) and click on the Bid link, then search and click on the applicable RFP. All Q & A information and addendums will be contained in the "Bid Packet". It is the responsibility of the Concessionaire to view and/or download Q & A information and addendums prior to submission of their proposal.

**VIII. REGISTER FOR NOTIFICATION OF RFP OR BID ADDENDA**

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

**XI. SAMPLE AGREEMENT**

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

# ATTACHMENT 1

## Proposal Response Cover Sheet

RFP No. \_\_\_\_\_

### PROPOSAL FOR FOOD & BEVERAGE CONCESSION AT THE BRIGANTINE LINKS GOLF COURSE



**Use this address for all U.S. Postal Service:**  
TO: CITY OF BRIGANTINE  
Attn: Ellie Derrickson  
1417 West Brigantine Ave  
Brigantine, NJ 08203

**For express courier or hand delivery, use:**  
CITY OF BRIGANTINE  
Attn: Ellie Derrickson  
1417 West Brigantine Ave  
Brigantine, NJ 08203

The undersigned, having carefully read and considered the Request for Proposal to provide **FOOD & BEVERAGE CONCESSION AT THE BRIGANTINE GOLF LINKS**, does hereby offer to perform such services on behalf of the City, in the manner described and subject to the terms and conditions set forth in the attached proposal. Services will be performed at the rates set forth in said proposal.

#### CONCESSIONAIRE

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

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

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

#### PRINCIPAL OFFICE ADDRESS:

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

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

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

Telephone (\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_

Email Address \_\_\_\_\_

#### TAXPAYER IDENTIFICATION NUMBER:

Employer I.D. No. \_\_\_\_\_ **OR** Social Security No. \_\_\_\_\_  
(Corporation or Partnership) (Individual)

**ALL PROPOSALS MUST INCLUDE THIS COVER SHEET & THE PROPOSAL  
CONTENT & EVALUATION REQUIREMENTS LISTED ON THE FOLLOWING  
PAGES**



## ***PROPOSAL CONTENT & EVALUATION CRITERIA***

### **FOOD & BEVERAGE CONCESSION AT THE BRIGANTINE GOLF LINKS**

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

#### **I. QUALIFICATIONS**

- A. A statement of the firm's qualifications and detail your experience providing the type of services requested herein. Include a general overview and history of your company, number of years in business, number of employees, location of your business headquarters, type of business, names of the firm's chief officers, and where you do business.
- B. Identify proposed staff members who would be involved in providing the services requested herein and submit statements or resumes detailing their qualifications. Include the name and resume of the individual or individuals who would manage and supervise the concession operation and describe the extent of their daily involvement with the actual operation of the concession.
- C. Provide at least three (3) references, with dates of performance, customer name, contact person, and telephone number(s). By providing such references you agree that neither the City nor the clients referenced shall have any liability regarding the provision of such references or the City's use of such references in making selections under this request for proposal.
- D. Is your company currently involved in arbitration and/or litigation for any reason? If so, please elaborate.
- E. Has your company, companies affiliated with your company, principal partners, or any company affiliated with the principal partners of your company, ever filed for reorganization or bankruptcy? If so, please provide dates and resolution.
- F. In addition to the information and qualifications specified above, identify any special knowledge or skills provided by your firm that may be related or helpful to the services requested herein.

#### **II. PROPOSED APPROACH TO PROJECT**

Provide all of the following:

- A. A general statement of your understanding of the project.
- B. A description of your proposed approach to project scope of services that includes each of the following:

1. A detailed description of the services and type of serving arrangement which the offeror proposes to provide. (Example: cafeteria style, serve-yourself, uniformed servers, sample of menu, type of atmosphere, etc.)
  2. A detailed description of all furnishings and equipment which the offeror proposes to provide. (Example: walk in freezers, ice machine, appliances, type of dinnerware, serving equipment, service bar or bars, furnishings, tables, chairs, stools, menus, tablecloths, etc.)
  3. An overview of the type of food and beverages which will be offered for sale including a sample menu which includes proposed pricing for all food and beverage items.
  4. A description of food services which would be offered to sponsors of group and other special events (i.e. tournaments and other group events), including pricing schedules for different menu offerings.
  5. A written statement on how you propose to work with the pro shop to effectively promote, organize and deliver food and beverage services for tournaments and special groups.
  6. A written statement describing your customer service approach and your intent to seek customer feedback to ensure customer satisfaction.
  7. An on-course food and beverage house and/or snack and beverage cart operations plan.
  8. A description of your company's décor plan, which should include golf, sports memorabilia and golf course historical items, or another décor theme the Concessionaire believes will maximize revenue and customer satisfaction.
  9. A statement concerning the acceptance of credit cards for services at the concession.
  10. A statement of your intent to offer alcohol and the extent of training and/or certification of your proposed concession staff and management for State mandated alcoholic beverage serving training.
  11. A statement of whether you are interested in negotiating with City or the previous Concessionaire for the purchase any of the equipment or furnishings and, if so, a description of what you intend to purchase, when it would be acquired, and the proposed price or pricing method.
  12. Describe the marketing plan/strategy you intend to use to increase revenue and promote the café at each Golf Course location included in your proposal.
  13. Describe your proposed transition plan at the beginning of the contract period.
- C. Statement of estimated market or investment value of proposed furnishings and equipment you intend to provide in your proposal.

**D. Other Related Services**

The City is interested in obtaining information on the following:

**1. Proposed Improvements.**

- a. Include a written statement regarding cable and satellite television services.

E. A written statement on whether you will use a vehicle in connection with providing the services requested herein. If you intend to use a vehicle in connection with such services, also state whether you will be able to provide the vehicle insurance identified in paragraph 5.B.4 of the attached Sample Agreement.

F. If you intend to provide after-hours restaurant services, please provide a detailed description of the type of serving arrangement which you propose to provide; a sample menu with proposed prices; and any additional furnishings, equipment, and capital improvements that you propose to provide. (*Note: Offering after-hours restaurant service is optional*)

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

**III. PROPOSED FINANCIAL ARRANGEMENT**

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

A. Copy and fill in the blanks and complete the applicable fee schedules from Exhibit “B” of the Sample Agreement showing your proposed fees included as part of your proposal. Offerors must state a fixed Minimum Monthly Fee, the sum of such Minimum Monthly Fees as a Minimum Annual Fee which will be paid to the City for the concession if awarded the contract. Offerors may also state annual increases of these concession fees that will apply for each year of operation. The intent is that the total payments to the City by the Concessionaire shall be the TOTAL of the sum of the Minimum Monthly Fees..

B. For the Other Fees described in Exhibit “B” of the Sample Agreement, complete the following:

- 6. A statement on your willingness to negotiate a cost-sharing arrangement for cable and satellite television at the clubhouse.
- 7. A statement on your willingness to negotiate a cost-sharing arrangement for WIFI Internet access at the concession.
- 8. A statement on your willingness to pay for maintenance and repairs as described.

#### IV. OTHER REQUIRED INFORMATION

- A. Exceptions. If you have any exceptions to any of the terms, conditions, or requirements of this Request for Proposal or the attached Sample Agreement they must be identified and included as specified in **Paragraph V of Attachment 2, General Proposal Instructions & Information**. Include a response to this item stating whether you have, or have not, included any exceptions.
- B. Interest in sustainability, recycling, and other environmental matters. The City has an interest in measures used by its suppliers to ensure sustainable operations with minimal adverse impact on the environment. Please state whether your firm has a formal sustainability program or policy and, if so, please attach a copy to your proposal. Any sustainability program should address recycling, re-use of materials, and reduction of waste. Please list measures such as alternative fuel vehicles, recycling measures, and energy reduction measures used by your firm in its operations.
- C. Electronic payment. The City would like to find out whether offerors can submit electronic payments and remittance advices. Please provide information relating to: (1) your ability to submit electronic payments and remittance advices and (2) your policy, if any, regarding electronic payments.
- D. **City Ethics Requirement.** **Include the following two paragraphs in your proposal and then add your own written acknowledgement that you have read the paragraphs and agree to comply with their terms.**

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

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

- E. Value-Based Procurement. The City has determined that it obtains better value from contracted services when certain practices enhance a Concessionaire's or Consultant's work environment. Some consideration will be incorporated into the scoring of proposals for the following criteria. Please respond to the following:

1. Has your company adopted a written policy stating that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or sexual orientation?
2. Has your company conducted an apprenticeship during the twelve (12) months prior to submitting this offer that is consistent with the requirements of the U.S. Department of Labor Bureau of Apprenticeship and Training?

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

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

# **ATTACHMENT 2**

## **General Proposal Instructions & Information**



*An electronic version of this document including all attachments and exhibits is available for download from the City website: <http://www.bb-nj.com>*

### **I. AWARD BY WRITTEN AGREEMENT**

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

- Signature on the *Proposal Cover Sheet* acknowledges that the offeror is willing to enter into the agreement if awarded the contract. Offerors are advised to read thoroughly the Sample Agreement as the selected offeror will be required to comply with its requirements.
- If offeror has any exceptions to the Sample Agreement, the offeror must follow the procedures stated under Paragraph V, EXCEPTIONS TO PROPOSAL & SAMPLE AGREEMENT.

### **II. PREPARATION OF PROPOSALS**

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

### **III. SUBMISSION DEEMED AGREEMENT**

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

### **IV. PROPOSAL INFORMATION**

- Discussions With Offerors.** The City reserves the right to enter into discussions with the offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with the offeror whose proposal is deemed most

advantageous, whichever is in the City's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the City reserves the right to enter into negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process.

- B. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- C. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.
- D. Rejection of Proposals.
  - The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technical defect in proposals received when in the best interest of the City.
  - No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City upon a debt or contract or that is in default, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the Purchasing Office. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.
- E. Failure to Submit a Proposal. Failure to submit a proposal (or to advise the City Purchasing Agent that future Requests for Proposal are desired) may result in the removal of your firm from the prospective offerors list.

V. **EXCEPTIONS TO PROPOSAL & SAMPLE AGREEMENT**

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

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

## VI. CONFIDENTIALITY

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the offeror that are submitted to the City, as part of the proposal or otherwise, shall become the property of the City when received by the City and may be considered public information under applicable law. **Any material considered by the offeror to be proprietary must be accompanied by a written claim of business confidentiality and a concise written statement of reasons supporting the claim. Blanket claims that the entire RFP is confidential will be denied.**

The City cannot guarantee that any information will be held confidential. If the offeror makes a claim of business confidentiality, the City, upon receipt of a request for disclosure, will determine whether the material should be classified as public or nonpublic, and will notify the offeror of such determination. The offeror is entitled under OPRA to appeal an adverse determination. **The City is not obligated to notify the offeror of a request to see the offerors proposal, and will not consider a claim of confidentiality, unless the offerors claim of confidentiality is made in a timely basis and in accordance with OPRA.**

## VII. GOVERNING CODE AND RULES

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



# **ATTACHMENT 3**

## **SAMPLE AGREEMENT**



**CONTRACT NO.**

Rev. /

## **SAMPLE AGREEMENT**

### **FOOD & BEVERAGE CONCESSION AT THE BRIGANTINE LINKS GOLF COURSE**

#### **FOR THE CITY OF BRIGANTINE**

THIS AGREEMENT is between the CITY OF BRIGANTINE, (“City”), and \_\_\_\_\_, a \_ (“Concessionaire”), and is dated as of the date the City Recorder attests the applicable City signature (which date shall be the recordation date).

#### **RECITALS**

1. City is the owner and operator of the Brigantine Golf Links, an 18-hole golf course, together with the Club House located at 1075 North Shore Drive in Brigantine, NJ.
2. Concessionaire desires to operate food and beverage concessions in the restaurant areas located at the Clubhouse and other food & beverage facilities at the BRIGANTINE GOLF LINKS for the City.
3. City desires to engage Concessionaire for such services.

#### **AGREEMENT**

In consideration of the promises and covenants hereinafter contained, the parties agree as follows:

1. Concessionaire shall operate a food and beverage concession in the restaurant area located at the Clubhouse and other food & beverage facilities at Brigantine Golf Links for the City as described in Exhibit “A” for an initial term commencing as of the date of this Agreement and continuing through December 31, 2017, unless sooner terminated as provided herein. City may extend this Agreement for two (2) additional one-year terms, renewable on an annual basis, or 1 (1) additional two-year term subject to prior written approval by the City. Unless otherwise agreed, City shall provide written notice of the extension to Concessionaire by regular mail at least thirty (30) days before the expiration of the original term of this Agreement, or any renewal term, in order for such extension to be effective.

A. All financial commitments by City shall be subject to the appropriation of funds approved by the City Council and the limitations on future budget commitments provided under applicable New Jersey law, including the New Jersey Constitution.

B. City reserves the right to cancel, renew, extend, amend or renegotiate this Agreement in order to facilitate the construction of an expanded Banquet Hall / Bar Relocation and to ensure proper service levels are provided to the public during and after completion of this project. City shall provide Concessionaire with one year written notice of its intent to cancel, renew, extend, amend or renegotiate this contract to facilitate the construction of an expanded Banquet Hall / Bar Relocation at Brigantine Golf Links.

C. Any rights and privileges provided herein to the Concessionaire are specifically contingent upon the Concessionaire securing a valid concession license from the New Jersey Division of Alcoholic Beverage Control (ABC) on or before March 31, 2015. The failure of the Concessionaire to secure such valid license from the ABC shall be the basis for the termination of this Agreement and all rights and privileges of the Concessionaire by the City. Such termination shall be in the sole discretion of the City, provided that the City shall, in its sole discretion, have the ability to provide limited extensions of time to the Concessionaire to secure such license.

If at any time during the term of this Agreement, the Concessionaire violates the terms of the license issued by the ABC or is found in violation of the rules and regulations of the ABC, such violations shall be reviewed by the City and the city in the city's sole discretion may terminate this Agreement as a result of such violations.

2. Concessionaire shall have exclusive rights to sell food and beverages at the said premises during the period of this Concession Agreement. Said food and beverage concession shall consist of the services and requirements listed in Exhibit "A", Scope of Work, attached and incorporated by reference.

3. For such concession rights, Concessionaire shall pay City those fees stated on Exhibit "B", Schedule of Fees, attached and incorporated by reference.

4. For such consideration, Concessionaire shall furnish all manpower, equipment and furnishings to complete the requirements and conditions of this Agreement.

5. The following insurance requirements apply to this Agreement:

A. GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

(1) Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to City.

(2) All policies of insurance shall be issued by insurance companies licensed to do business in the state of New Jersey and either:

(a) Currently rated A- or better by A.M. Best Company;

—OR—

(b) Listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570)*, as amended.

(3) Concessionaire shall furnish certificates of insurance, acceptable to City, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

(4) In the event any work is subcontracted, Concessionaire shall require its subcontractor, at no cost to City, to secure and maintain all minimum insurance coverage required of Concessionaire hereunder.

(5) All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing 30 days prior written notice to City in a manner approved by the City Attorney.

B. **REQUIRED INSURANCE POLICIES.** Concessionaire, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

(1) Worker's compensation and employer's liability insurance sufficient to cover all of Concessionaire's employees pursuant to New Jersey law. This requirement includes those who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, Concessionaire shall require its subcontractor(s) similarly to provide worker's compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to New Jersey law.

(2) Commercial general liability (CGL) insurance with City as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000 products completed operations aggregate. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy and/or a CGL insurance policy and an excess insurance policy. The policy shall protect City, Concessionaire, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Concessionaire's operations under this Agreement, whether performed by the Concessionaire itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations.

(3) Concessionaire shall procure and keep in force fire and extended coverage insurance upon its betterment and improvements to the property, furniture, furnishings, fixtures, and equipment to the full insurable value of same and shall furnish City with evidence that such coverage has been procured and is maintained in full force and effect during the term of this Agreement.

**—IF A VEHICLE WILL BE USED IN PROVIDING SERVICE—**

(4) Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, with City as an additional insured, in the minimum amount of a combined single limit of \$1,000,000 per occurrence OR \$500,000 Liability per person, \$1,000,000 Liability per occurrence, and \$250,000 Property Damage. These limits can be reached either with a

commercial automobile liability insurance policy alone, or with a combination of a commercial automobile liability insurance policy and an umbrella insurance policy and/or a commercial automobile liability insurance policy and an excess insurance policy.

**—OR, IF NO VEHICLE WILL BE USED—**

(4) Concessionaire shall not operate a vehicle in connection with any services rendered under this Agreement. Inasmuch as Concessionaire agrees not to operate a vehicle in connection with services rendered under this Agreement, City shall not require Concessionaire to provide commercial automobile liability insurance.

(5) Dram Shop Liability insurance providing coverage for any and all liability pursuant to the distribution and use of alcohol on the subject property, in the minimum amount of \$2,000,000 general aggregate and \$1,000,000 per occurrence with City as an additional insured.

6. Concessionaire shall obey all federal, state, county, and municipal laws, ordinances, regulations, and rules applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA) laws, Family Medical Leave Act (FMLA), and the Americans with Disabilities Act (ADA). Any violation of applicable law shall constitute a breach of this Agreement and Concessionaire shall hold City harmless from any and all liability arising out of, or in connection with, said violations including any attorney's fees and costs incurred by City as a result of such violation.

7. Concessionaire shall pay on or before the date due all taxes, assessments or charges which during the term hereof may become a lien upon or be levied by the State, County, City or other tax levying body on all personal property of Concessionaire located upon and all improvements made to the premises by Concessionaire in connection with Concessionaire's use and occupancy thereof, and upon the possessory interest of Concessionaire in the premises.

8. City may, without prejudice to any right or remedy, terminate this Agreement for cause in the event Concessionaire fails to fulfill, in a timely or satisfactory manner, any of the Terms and Conditions set forth in this Agreement, and fails to cure any default after thirty (30) days written notice from City of such default or breach. If Concessionaire is declared to be bankrupt or insolvent according to law, or if any assignment of its property is made for the benefit of creditors, then in either of said cases or events this Agreement may be terminated and City may, at its option, immediately or at any time thereafter, without demand or notice, enter into, and upon, the premises or any part thereof, and repossess the same, and expel said Concessionaire and those claiming by, through, or under it, and remove its effects, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of concession fees or preceding breach of covenant.

9. This Agreement shall be subject to cancellation, in whole or in part, by Concessionaire under the following conditions:

A. City's cessation of use or abandonment of any golf course covered by this Agreement.

B. The default of City in the performance of any material covenant contained in this Agreement to be performed by City and the failure of City to remedy its default, for a period of sixty (60) days after receipt from Concessionaire of written notice to remedy the same.

C. Concessionaire may cancel this Agreement with sixty (60) days prior written notice to City for reasons of financial duress which City shall verify by an examination of Concessionaire's records in accordance with generally accepted auditing standards (GAAS). City may require that Concessionaire show a net loss during the past four (4) months of operation to establish financial distress.

10. If the Agreement is canceled or terminated as provided herein, Concessionaire shall pay City the amount due on a pro rata basis as calculated by City.

11. Concessionaire, for itself, its successors and assigns, as part of the consideration therefore, covenants that no person, solely on the grounds of race, color, national origin, age, sex, religion, or non-job related disability, shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the furnishing of services hereunder, unless the characteristic is a bona fide occupational qualification.

12. Concessionaire shall indemnify, save harmless, and defend City, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including attorney's fees, arising out of Concessionaire's intentionally wrongful, reckless, or negligent performance hereunder. Concessionaire's duty to defend City shall exist regardless of whether City or Concessionaire may ultimately be found to be liable for anyone's negligence or other conduct. If City's tender of defense, based upon this indemnity provision, is rejected by Concessionaire, and Concessionaire is later found by a court of competent jurisdiction to have been required to indemnify City, then in addition to any other remedies City may have, Concessionaire shall pay City's reasonable costs, expenses, and attorney's fees incurred in proving such indemnification, defending itself, or enforcing this provision. Nothing herein shall be construed to require Concessionaire to indemnify the indemnitee against the indemnitee's own negligence.

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

14. **OPEN PUBLIC RECORDS ACT (OPRA).** City is subject to the requirements of the Open Public Records Act, ("OPRA"). All materials submitted by Concessionaire pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to OPRA. The burden of claiming an exemption from disclosure shall rest solely with Concessionaire. Any materials for which Concessionaire claims a privilege from disclosure shall be submitted marked as "Business Confidential" and accompanied by a concise statement of reasons supporting Concessionaire's claim of business confidentiality. City will make reasonable efforts to notify Concessionaire of any requests made for disclosure of documents submitted under a claim of business

confidentiality. Concessionaire may, at Concessionaire's sole expense, take any appropriate actions to prevent disclosure of such material. Concessionaire specifically waives any claims against City related to disclosure of any materials required by OPRA.

15. The Concessionaire shall at all times comply with all federal, state, and local environmental laws and regulations as the same may apply to the Concessionaire's acts and responsibilities in connection with this Agreement, and use due care with respect to such acts or responsibilities. Concessionaire acknowledges and agrees that the indemnity obligations contained in this Agreement include, but are not limited to, the obligation to indemnify, save harmless, and defend City as set forth herein with respect to environmental matters, which may include, among other things, all fines, judgments, actions, penalties, administrative proceedings, demands, damages, mitigation, remediation, and any decreases in the value of City's property as a result of Concessionaire's acts or omissions pursuant to this Agreement. Upon the occurrence or discovery of any matter having adverse environmental impacts, which matter is the act or within the responsibility of Concessionaire, Concessionaire shall immediately notify City's Senior Environmental Advisor and promptly take, at its sole expense, all necessary actions to comply with all relevant environmental laws.

16. Concessionaire is not an employee of City for any purpose whatsoever. Concessionaire is an independent contractor at all times during the performance of the services specified herein.

17. All notices shall be directed to the following addresses:

City: City of Brigantine  
Attn.: City Manager

**(For U.S. Postal Service delivery)**

1417 Brigantine Avenue  
Brigantine, NJ 08203

**-OR-**

**(For hand delivery or express courier delivery)**

1417 Brigantine Avenue  
Brigantine, NJ 08203

Concessionaire: Ø  
Attention:  
—  
—

18. This Agreement may be assigned by either party but only with the prior written consent of the other party.

19. Concessionaire's obligations are solely to City and City's obligations are solely to Concessionaire. This Agreement shall confer no third party rights whatsoever.

20. This Agreement embodies the entire Agreement between the parties and shall not be altered except in writing signed by both an authorized representative of Concessionaire and by City's Mayor or the Mayor's designee. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on Concessionaire's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of

Concessionaire that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of City. The intent of the parties is that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

21. This Agreement shall be enforced in and governed by the laws of the state of New Jersey.

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## EXHIBIT "A"

### SCOPE OF WORK

#### FOOD & BEVERAGE CONCESSION AT THE BRIGANTINE LINKS GOLF COURSE

##### I. GENERAL CONDITIONS

- A. Concessionaire, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the New Jersey State Division of Corporations and Commercial Code.
- B. Concessionaire shall have full time and/or part-time employees who are properly trained to operate all equipment to be used in performance of this Agreement and to perform the services outlined in accordance with City requirements.
- C. Concessionaire shall assume full responsibility for damage to City property caused by negligence or abuse by Concessionaire's employees or equipment, as determined by designated City personnel.
- D. Concessionaire shall possess and keep in force all licenses and permits required to perform the services of this Agreement.
- E. City reserves the right to inspect Concessionaire's financial records for concession operations at the Brigantine Links Golf Course.

##### II. RESPONSIBILITIES OF CONCESSIONAIRE

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

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

##### A. Description of Concession

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

2. Concessionaire accepts the concession premises in its present physical condition, upon occupancy. Concessionaire, at its own expense and liability, shall make all improvements necessary and acquire all personal property to perform this contract. Concessionaire shall be responsible for the maintenance and repairs of its own property, for the repairs of any City equipment used in the operation of Concession, and the repairs to any City property damaged as a result of the negligence of a Concessionaire employee or customers. Concessionaire shall maintain all of its property in a quality manner throughout the term of this contract. The term quality shall be defined as clean, in a safe condition, free from any defects, in compliance with New Jersey Health Department code, and otherwise maintained to the satisfaction of the City. Concessionaire shall operate the concession in a manner not to interfere with public use of the facility.
3. Concessionaire shall have the exclusive right to install and operate, on the premises; juke boxes for the playing of music, vending machines for food and nonalcoholic beverages only, and coin operated amusement devices, provided the number, type and location of such machines shall be subject to the prior written approval of City, and compliance with all laws and City ordinances which pertain thereto. Tobacco products shall not be sold at Brigantine Links Golf Course location by Concessionaire.
4. In the event of conflict between the Concessionaire herein and any other Concessionaire at said golf course as to the items and merchandise to be sold by the respective Concessionaires, Concessionaire agrees that City shall make the final decision as to which items or merchandise may be sold. Concessionaire agrees to be bound by the decision of City.

**B. Investment by Concessionaire**

1. Concessionaire's investment into equipment and furnishings shall commence immediately upon execution of this Agreement, and shall be completed no later than sixty (60) days following execution of this Agreement. Concessionaire shall provide all furnishings and equipment which shall be necessary to conduct business in a proper manner, and all other items necessary to the concession. Concessionaire shall maintain and provide City with a list of all its equipment at the concession. Said inventory list shall identify each piece of equipment by brand name, model number and serial number. Concessionaire shall provide City with written notification of changes in its equipment inventory.
2. All of the above described items to be furnished by Concessionaire shall be subject to approval of the New Jersey Health Department and the General Manager of the Brigantine Golf Links. Concessionaire shall make no alterations, additions or replacements without obtaining City's written approval prior to making such changes.

C. **Hours of Operation**

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

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

D. **Type of Operation**

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

Concessionaire shall offer the following services:

1. Concessionaire shall furnish café style food and beverage menu items, including hot and cold fast foods (i.e. sandwiches, hamburgers, hot dogs, french fries, fruits, vegetables and other similar light meal items), snack foods (i.e. chips, candy bars, energy bars, sunflower seeds and other pre-packaged goods) and fountain soft drinks and related beverages.
2. Concessionaire shall provide banquet services for special events, such as tournaments, banquets, corporate events, private parties, business luncheons, breakfasts and other social gatherings. Such services shall include offering a variety of high quality, full course and light course meals that include, preparation, service, clean up, etc. Tournament food services shall be coordinated with City.
3. Concessionaire shall not prohibit individual golfers or individual members of the community from bringing their own food and/or non-alcoholic beverages onto the premises. No signage shall be posted or action taken against individual golfers or

the general public. Concessionaire may prohibit private food and beverage in the café dining room, banquet room and patio seating areas, and may prohibit group events from providing their own food and beverage. Any exception to this policy prohibiting group events from bringing their own food and beverage shall be approved in advance by Concessionaire.

4. Concessionaire may provide or sell beer, liquor, and other alcoholic beverages at the concession, provided that Concessionaire obtains all required licenses and permits and complies with all applicable laws, ordinances and regulations. While the City's golf staff may, but is not required to, assist in communicating to the public information about Concessionaire's beer, liquor, alcohol, or other licenses or permits, Concessionaire shall be solely responsible for monitoring compliance by itself and the public with such licenses, permits, laws, ordinances, and regulations.

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

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

E. **Concessionaire's Employees**

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

F. **Disposal of Garbage and Recyclable Materials**

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

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

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

G. **Quality, Price and Product Control**

Concessionaire shall serve and dispense high quality foods and products in adequate portions and at prices comparable to other similar restaurants and food dispensing concessions in Brigantine. All prices charged by Concessionaire shall be approved by City. Failure of Concessionaire to promptly correct, rectify, or modify its price, quality or quantity schedules upon written notice by City may be cause for cancellation of this Agreement by City.

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

H. **Inspection**

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

I. **Ingress and Egress**

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

J. **Redelivery**

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

K. **Default**

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

1. Concessionaire fails to pay concession fees, and such failure continues for 10 days after City has notified Concessionaire in writing of such failure; or

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

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

1. Terminate this Agreement;
2. Without demand or notice to Concessionaire, enter and repossess the premises and expel from the premises Concessionaire and anyone claiming rights in the premises through Concessionaire; and
3. Remove Concessionaire's property or effects from the premises, forcibly if necessary.

L. **Signs**

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

M. **Cost of Operation**

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

N. **Maintenance and Repairs**

Concessionaire shall, at its own expense, maintain and operate the concession in a first-class manner in the areas of the clubhouse for which Concessionaire is contractually responsible. Concessionaire shall bear, at its own cost and expense, all costs to maintain and repair all fixtures and equipment (including maintenance/repairs and accompanying costs on all kitchen, banquet room, dining room, snack bar, fountain, patio, storage room, garbage and recycle areas, and other concession related equipment, whether provided by City or Concessionaire) with the exception of the physical building, air management systems and utility connections. Exceptions will be voided, if

damage is a result of concessionaire's use, misuse or abuse. Concessionaire shall keep and maintain all buildings, improvements and equipment in a good state of repair and maintenance, reasonable wear and tear excepted, and to not commit or allow waste with respect to any portion of the premises. Concessionaire shall at their own cost replace any and all equipment as needed.

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

O. **Customer Feedback**

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

P. **Capital Projects**

*[NOTE: To be completed after award]*

Q. **Damage to Premises**

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

R. **Rules and Regulations**

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

S. **Non-Appropriation of Funds**

All financial commitments by City shall be subject to the appropriation of funds approved by the City Council and the limitations on future budget commitments provided under applicable New Jersey law, including the New Jersey Constitution. This agreement shall be enforceable against City only if the City Council provides the necessary funding therefore. If the funds are not appropriated or are otherwise unavailable, City may terminate this agreement, without penalty, by giving thirty (30) days written notice to Concessionaire.

T. **Termination**

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

U. **Holding Over**

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

V. **Attorney's Fees**

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



W. **Non-Waiver**

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

X. **Safety**

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

Y. **Security**

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

Z. **Accounting Records**

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

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

1. Regular books of accounting such as general ledgers or City approved computer accounting programs.

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

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

Concessionaire shall provide a recap of each days sales for each month for both Golf Season and Off-Season months on the Sample Financial Reporting form (see Exhibit "C" of the Sample Agreement), or other City approved reporting form. Recaps will be due by the 15th of each month. Concessionaire shall provide City a sworn or verified yearly income statement, an annual profit and loss statement and a balance sheet. The annual financial statements and annual recap of sales shall include a by month recap and must be submitted to City by November 15th.

**EXHIBIT “B”**

**SCHEDULE OF FEES**

**FOOD & BEVERAGE CONCESSION AT THE BRIGANTINE GOLF LINKS**

**I. FEES**

*[NOTE: To be modified after award]*

- A. Each year, Concessionaire shall make periodic payments as specified below. For the table in Paragraph “C” below, the Minimum Monthly Fee shall be the same for each month, and the sum of the Minimum Monthly Fees shall equal the Minimum Annual Fee. The Minimum Annual Fee shall be equal to the Minimum Monthly Fee multiplied by twelve (12).
  - 1. Commencing upon award and execution of the contract, Concessionaire shall pay City the Minimum Monthly Fee by the fifteenth day of each month. The Minimum Monthly Fee payment due on the fifteenth day of each month shall constitute payment for the current month i.e. payment on March 15 is for the month of March.
  
- B. Concessionaire may provide services during the Off-Season months, November 1 through February 28 (or 29). Concessionaire shall be required to pay monthly fees during Off-Season months. If Concessionaire does not operate the café during the Off-Season, City shall have the right to provide food and beverage services from the Pro Shop and shall retain all revenue from such operation.
  
- C. Brigantine Golf Links Fee Schedule: *(Note: Complete table below).*

<b>YEAR</b>	<b>MINIMUM MONTHLY FEE (Min. bid \$1,500)</b>	<b>MINIMUM ANNUAL FEE (Min. bid \$18,000)</b>
2016	\$	\$
2017	\$	\$
2018 (conditioned upon the City’s option)	\$	\$
2018 (conditioned upon the City’s	\$	\$

YEAR	MINIMUM MONTHLY FEE (Min. bid \$1,500)	MINIMUM ANNUAL FEE (Min. bid \$18,000)
option)		

**II. OTHER FEES**

- A. Utilities. The City shall pay for the utilities used in operation of the concession. The utilities shall include water, gas, telephone, and electric.
- B. Cable and Satellite Television. The City shall pay for basic HD cable or satellite television for up to two televisions. Concessionaire shall pay all costs and expenses incurred for any additional or upgraded services.
- C. WIFI Internet Access City shall pay all costs and expenses incurred to provide WIFI internet access at the concession facility for the golf course.
- D. Maintenance/Repairs. Concessionaire shall pay all costs and expenses associated with maintenance and repairs of fixtures and equipment as described in Exhibit “A”, Section II, Paragraphs M and N. City shall pay all costs and expenses associated with maintenance and repairs of the physical and exterior surfaces of the building as described in Exhibit “A” Section II, Paragraphs M and N. However, if any damage to the building, including its exterior surfaces, is a result of Concessionaire’s use, misuse or abuse, Concessionaire shall be responsible for all costs.

**III. PAYMENT**

- A. Monthly fees and charges shall be due and payable to City on or before the 15th day of each month. A delinquency penalty of ten percent (10%) shall be assessed on any payment or charge not received by City by the Due Date. Failure to pay the fees and charges, and penalty charges, within thirty (30) days of the Due Date shall constitute a breach of the terms of this Agreement and constitute just cause for termination hereof prior to the expiration of the term, and such unpaid amount shall bear interest until paid at the rate of an additional 1.5% per month.
- B. Concessionaire shall provide a recap of each day’s sales for each month for both Golf Season and Off-Season months. Recaps shall be due by the 15th of each month. Concessionaire shall submit an annual recap of sales for the Golf Season, by month to City by the 15th of November.
- C. Monthly fees and reports shall be submitted to:

City of Brigantine  
1417 Brigantine Ave.  
Brigantine, NJ 08203

# EXHIBIT "C"

## SAMPLE FINANCIAL REPORTING FORM

\_\_\_\_\_ CONCESSION  
 AT \_\_\_\_\_ GOLF COURSE  
 FOR THE MONTH OF: \_\_\_\_\_, 20\_\_

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

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

# **EXHIBIT “D”**

## **INVENTORY OF COURSE EQUIPMENT**

**BRIGANTINE GOLF LINKS EQUIPMENT LIST**

**TO BE PROVIDED**