



Mayor Jessica Rafeh

Deputy Mayor Nicole Roberts

Marco DiBattista, Township Committee

Vince Martinez, Township Committee

Patrick Olivo, Township Committee

Tim Killion, Administrator

Elizabeth Peddicord, Chief Financial Officer

Katelyn Ubil, Purchasing Agent

**TOWNSHIP OF PENNSAUKEN
5605 NORTH CRESCENT BOULEVARD
PENNSAUKEN, NJ 08110**

RFP

**CATERING LEASE FOR FOOD AND BEVERAGE
AT THE PENNSAUKEN COUNTRY CLUB**

BID SPECIFICATIONS FOR MULTIPLE YEAR
CATERING LEASE FOR FOOD AND BEVERAGE
AT THE PENNSAUKEN COUNTRY CLUB

TOWNSHIP OF PENNSAUKEN
5605 North Crescent Blvd
PENNSAUKEN, NEW JERSEY 08110

BID OPENING DATE:
Wednesday May 25th , 2022, 11 A.M.

NOTE: ALL RESPONSES MUST BE SEALED AND RECEIVED AT THE MUNICIPAL BUILDING, 5605 North Crescent Blvd, PENNSAUKEN, NEW JERSEY 08110 AT THE OFFICE OF THE TOWNSHIP CLERK BY 11:00 A.M. ON THE ABOVE DATE.

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

**TOWNSHIP OF PENNSAUKEN
CAMDEN COUNTY, NEW JERSEY
NOTICE OF REQUEST FOR BIDS**

SEALED BIDS WILL BE RECEIVED BY THE TOWNSHIP OF PENNSAUKEN FOR A MULTI-YEAR LEASE FOR: FOOD AND BEVERAGE SERVICE RESTAURANT AND CATERING CONCESSIONS

Bids will be opened and read in public at the Municipal Complex, 5605 North Crescent Blvd, Pennsauken, New Jersey on Wednesday May 25th, 2022 at 11:00 AM prevailing time in Upstairs Meeting Room.

Specifications and Bid forms may be obtained from the Township of Pennsauken, Department of Finance, Municipal Complex, 5605 North Crescent Blvd, Pennsauken, New Jersey, Monday through Friday 8:30 a.m. - 4:30 p.m.

Bids must be submitted on the Township's Bid form and must be enclosed in a sealed envelope bearing the name and address of the bidder and the name of the project on the outside addressed to the Township of Pennsauken, Office of the Township Clerk, Municipal Complex, 5605 North Crescent Blvd, Pennsauken, New Jersey 08110. Bids shall be accepted no later than 11:00 AM, May 25th, 2022 at the Township Clerk's office.

The Township will not assume responsibility for bids mailed, delivered or sent by overnight or express courier which do not arrive by the time indicated.

All Bids must be accompanied by a certified check, cashier's check or bid bond for not less than \$20,000, made payable to the Township of Pennsauken and to be delivered with the Bid to the place and by the hour above named.

The Township reserves the right to accept or reject any or all bids, to waive technical defects and make the award to the bidder most competent to serve the Township's requirements.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et. seq., N.J.S.A. 17:27 (Affirmative Action), P.L. 1963. C150 (New Jersey Prevailing Wage Act), and Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.).

PAM SCOTT-FOREMAN, TOWNSHIP CLERK

GENERAL SUBMISSION REQUIREMENTS

I. SUBMISSION OF BIDS

A. The **TOWNSHIP of PENNSAUKEN**, Camden County, New Jersey (hereinafter referred to as "Township") invites sealed bids pursuant to the Notice to Bidders.

B. Sealed Bids will be received by the designated representative at the time and place stated in the Notice to Bidders, and at such, time and place will be publicly opened and read aloud. Bidder will provide one original signed Bid and two copies to the Township.

C. The Bid form shall be submitted, in a sealed envelope: (1) addressed to the Township; (2) bearing the name and address of the bidder written on the face of the envelope; and (3) clearly marked: "RPF Catering Lease for Food and Beverage at the Pennsauken County Club"

D. It is the bidder's responsibility to see that bids are presented to the Township on or before the hour and at the place designated. Bids may be hand delivered or mailed; however, the Township disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Bids received after the designated time and date will be returned unopened.

E. Sealed bids forwarded to the Township before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days, which time may be extended in accord with law.

F. All prices and amounts must be written in ink or preferably typewritten. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the Bid form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Township. Any Changes, white-outs, strike-outs, etc. on the Bid page must be initialed in ink by the person responsible for signing the Bid.

G. Each Bid form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

H. Bidders must insert prices for furnishing all the materials, services and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation, charges shall be fully prepaid by the Lessee for delivery to the destination and

placement at locations specified by the Township. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience.

I. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.

J. Projected Schedule:

Receive Bids: May 25th, 2022 11:00 A.M., Municipal Building

Award of Bid: June 2022. Specific date to be determined.

II. BID SECURITY

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

A. BID GUARANTEE

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

B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Township stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the Lease is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the Lease, pursuant to N.J.S.A. 40A: 11-22. Failure to submit this shall be cause for rejection of the bid.

C. LETTER OF CREDIT / CASH DEPOSIT (Required Upon Bidders Execution of Lease)

Successful bidder shall simultaneously with the delivery of the executed Lease(s), submit a Letter of Credit or Cash Deposit in the following amount: \$75,000.00 for the catering and restaurant facility as security for the faithful performance of this Lease. If in the form of a Letter of Credit, it

shall be in a form acceptable to the Township Attorney and renewable for the life of the Lease(s). Failure to deliver this with the executed Lease shall be cause for declaring the Lease null and void.

III. INTERPRETATION AND ADDENDA

A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Township. The bidder accepts the obligation to become familiar with these specifications.

B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. In the event the bidder fails to notify the Township of such ambiguities, errors or omissions; the bidder shall be bound by the bid.

C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Township's representative stipulated in the bid. In order to be given consideration, written requests for interpretation must be received at least five (5) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with procedures identified under N.J.S.A. 40A:12-13 & 14-23. All addenda so issued shall become part of the Lease documents, and shall be acknowledged by the bidder in the bid. The Township's interpretations or corrections thereof shall be final.

D. Discrepancies in Bids

- 1) If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
- 2) In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the bid by extended totals, the computation by the Township of the extended totals shall govern.

IV. BRAND NAMES; PATENTS & STANDARDS OF QUALITY

A. Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard, by which alternate, or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the bidder on a separate sheet and submitted with the Bid form. Vendor's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the Bid be delivered.

B. It is the responsibility of the bidder to demonstrate the equivalency if item(s) offered. The Township reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets its requirements.

C. In submitting its Bid, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the Township harmless from any damages resulting from such infringement.

D. Wherever practical and economical to the Township; it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

V. INSURANCE & INDEMNIFICATION

The lessee(s) shall maintain during the life of the lease, insurance with minimum limits indicated below and in a form satisfactory to the municipality. The lessee shall provide certificates of insurance prior to commencement of the lease and annually thereafter for as long as the lease is in force.

A. Policy and Limit Guidelines are as follows:

- 1) Workers Compensation Insurance at statutory limits in accordance with laws of the State of New Jersey and Employers Liability Insurance at limits of liability of \$2,000,000.
- 2) Commercial General Liability insurance coverage, written on an occurrence basis, and must not be altered by any endorsements limiting coverage. Limits of liability **shall not be less than** the following:

\$2,000,000	General Aggregate per location/per job
\$2,000,000	Products/Completed Operations
\$1,000,000	Personal Injury and Advertising Injury Limit
\$1,000,000	Each Occurrence Combined Single Limit for Bodily Injury and Property Damage

- 3) Property Damage Liability

The coverage shall include:

- (a) Premises/Operations
- (b) Elevators
- (c) Independent Contractors

- (d) Contractual liability covering liability assumed under the indemnification provision contained in this Agreement and deleting any third-party beneficiary exclusion.
 - (e) Broad form property damage liability including completed operations.
 - (f) Coverage for liability arising from explosion, collapse and underground damage, if blasting or excavation is to be done.
 - (g) Personal injury coverage, including coverage for liability arising from false arrest, malicious prosecution, willful detention, libel, slander, defamation of character, invasion of privacy and wrongful egress or entry.
- 4) Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned, hired or leased automobiles with limits of liability not less than \$1,000,000 combined single limit for bodily injury and property damage liability.
 - 5) Umbrella Liability with limits of \$5,000,000 per occurrence; combined single limit for bodily injury and property damage excess of the employers liability, general liability and automobile liability.
 - 6) Property Insurance – The vendor must maintain property insurance on its equipment and building contents.
 - 7) Business Interruption Insurance - The vendor shall maintain business interruption insurance throughout the term of the Lease to cover net revenues and any payments due to the Township.
 - 8) Liquor Liability - The vendor shall maintain a minimum of \$5,000,000 liquor liability coverage for the duration of the Lease

B. Additional requirements as follows:

- 1) Certificates of insurance satisfactory to the Township of Pennsauken shall be furnished forthright. Each certificate shall contain a provision that it is not subject to change, cancellation or non-renewal unless thirty (30) days prior written notice. This must be received prior to execution of the lease.
- 2) The lessee agrees that it will defend, indemnify and save harmless the Township, its officers, officials, agents and employees from any and all claims, losses or suits and the costs estimated therewith arising out of the performance of the contract.
- 3) The general liability and umbrella liability insurance purchased and maintained by the lessee in accordance with the lease shall designate the Township of Pennsauken, their officers, officials, agents, employees as additional insured.

- 4) All proof of insurance submitted to the municipality shall clearly set forth all exclusions and deductible clauses. The Township will allow certain deductible clauses which are not considered excessive, overly broad, or harmful to the interest of the Township. Standard exclusions will be allowed provided they are not inconsistent with the requirements of this subsection allowance of any additional exclusions. This will be at the discretion of the Township. Regardless of the allowance of exclusions or deductions by the Township, the Lessee shall be responsible for the deductible limit of this policy and all exclusions consistent with the risks he assumes under this contract and as imposed by law.

C. Certificates of the Required Insurance

Certificates as listed above shall be submitted with the Lease as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, Worker's Compensation and Employer's Liability Insurance and where applicable, liquor license liability insurance. Such coverage shall be with acceptable insurance companies operating on an additional basis in the State of New Jersey.

D. Indemnification

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

VI. PREPARATION OF BIDS

- A. The Township is exempt from any local, state or federal sales use or excise tax.
- B. Successful bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include this cost in the bid price agreement.

VII. STATUTORY AND OTHER REQUIREMENTS

A. Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-31 et seq. (P.L. J975, c.127).

- 1) Procurement, Professional and Service Contracts

All successful contractors must submit within three days of intent to award the contract or the receipt of the contract, one, of the following:

- (a) A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
 - (b) A photocopy of an approved Certificate of Employee Information Report, All successful vendors must submit within seven days after the receipt of the notice of
- or
- (c) If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

B. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful bidder is required to read the Americans with Disabilities Act language that is part of this specification and agrees that the provisions of Title I of the Act are made a part of the contract. The successful Lessee is obligated to comply with the Act and to hold the Township harmless.

C. Prevailing Wage Law

Certain aspects of this project require the payment of prevailing wage. By way of example, renovations or other construction with a cost greater than \$16,263.00 under the current threshold are subject to the Law. Pursuant to N.J.S.A. 34: 11-56.25 et seq., successful Lessees on projects for public works shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the Township within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period: The contractor shall submit said certified payrolls in the form set forth-in. N.J.A.C. 12:60-6.1(c). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor Division of Workplace Standards. Additional information is available on the web site of the Department of Labor.

D. Stockholder Disclosure

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Form of Statement shall be completed and attached to the Bid.

E. The New Jersey Worker and Community Right to Know Act

The successful Lessee shall comply with the New Jersey Worker and Community Right to Know Act regarding use and storage of chemicals and cleaning agents on the premises including the Clubhouse and Golf Course. The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts. Service number of all the components off the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

F. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the Bid.

VIII. METHODS OF AWARD – MINIMUM BID REQUIREMENTS

A. The Township intends to award the Lease for a term of three years with one two-year extension for a total of five years, or five years with one two-year extension for a total of seven years. It will be the Township’s sole option regarding which term to accept. Bids may be submitted for any or all terms.

B. The award of Lease shall be in accordance with the Contracting process set forth in the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. and Local Land and Buildings law, N.J.S.A. 40A:12-1 et seq. The lease will be awarded based upon the highest responsible Bid. The Township reserves the right to reject all Bids, in its sole discretion, and without cause to the extent permitted by law.

C. The Township may award bids based on “Lease Price Only” or upon “Lease Price plus Capital Improvements” for either of the two term lengths. Vendors have the option of submitting bids for the Catering Lease or for Lease Price plus Capital Improvements.

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

E. MINIMUM BID REQUIREMENTS – regardless of whether bids are being offered for “Lease Price Only” or “Lease Price Plus Capital Improvements.”

- (a) For the Catering and Restaurant Management Lease, the Township requires a minimum first year bid of \$265,000 with a minimum of one percent (1%) increase in each subsequent year (compounded).

IX. REJECTION OF BIDS

A. Multiple Bids Not Allowed

Except as necessary to bid on one or both of the 3 years with one 2-year extension and 5 years with one 2-year extension terms being offered, more than one bid on the same scope of work from an individual, a firm or partnership, a corporation, or association under the same or different names shall not be considered.

B. Unbalanced Bids

Bids which are obviously unbalanced may be rejected.

C. Unsatisfactory Past Performance

Bids received from bidders who have previously failed to complete contracts or leases within the time scheduled therefore, or who have performed prior work for the Township in an unacceptable manner, may be rejected.

D. Failure to Enter Lease

Should the bidder, to whom the Lease is awarded, fail to enter into a Lease within thirty (30) days, Sundays and holidays excepted, the Township may then, at its option, accept the bid of the next lowest responsible bidder. The Township will call the bid bond of any contractor who fails to enter into a Lease once awarded.

E. Township's Sole Discretion

The Township reserves the right to reject all Bids, as determined to be in the best interests and benefit of the Township, in the Township Committee's sole discretion consistent with applicable law.

X. TERMINATION OF LEASE

A. If, through any cause, the successful bidder shall fail to fulfill, in a timely and proper manner, obligations under this Lease; or if the lessee shall violate any of the, requirements of this Lease, the Township shall thereupon have the right to terminate this Lease by giving written notice to the lessee of such termination and specify the effective date of termination. Upon such termination the Township may pursue a claim for damages, including consequential damages, attorney's fees and costs of suit in any court of competent jurisdiction cause by bidder's failure to perform the Lease.

B. Notwithstanding the above, the lessee shall not be relieved of liability to the Township for damages sustained by the Township by virtue, of any breach of the Lease by the lessee and the

Township may withhold any sums, payment or payments that may be due to the lessee or seek any other remedy available at law or in equity occasioned by or resulting from the failure to perform.

C. The lessee agrees to indemnify and hold the Township harmless from any liability to subcontractors/suppliers or customers concerning payment for work performed or good supplied arising out of the lawful termination of the Lease by the Township under this provision. This is a Commercial Lease transaction and Lessee shall not be entitled to the protections of the Anti-Eviction Good Cause Act or any tenant protections afforded to residential tenants.

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

SPECIFICATIONS, CONDITIONS AND SPECIAL REQUIREMENTS
FOR SUBMISSION OF BIDS

All Bids will be publicly opened and read at the time and place indicated in the advertised Notice to Vendors. All Bids must be submitted with a completed copy of all conditions for Bids. It is the vendor's responsibility to ensure that any and all information required is complete.

A. BID SECURITY.

A Bid security in the form of a bid bond, cashier's check or certified check made payable to the Township of Pennsauken *in* the amount of Twenty Thousand (\$20,000.00) Dollars is required as a guarantee which shall be forfeited and retained by the Township in lieu of its other legal remedies if a successful vendor's Bid is accepted by the Township and that vendor shall fail to execute and return to the Township, the required Lease and performance bond within thirty (30) days after the delivery of the prepared Lease to the vendor. Bid securities will be returned as quickly as possible. It is the intent of the Township that the Committee evaluating Bids shall, within ten (10) days after the opening of Bids eliminate all but three (3) vendors in each category at which time Bid securities will be returned to all but those three vendors. In the event a Lease is awarded, Bid securities shall be returned to any other unsuccessful vendor within three (3) days of the date of announcing the award.

B. LETTER OF CREDIT / CASH SECURITY DEPOSIT.

Prior to the commencement of the work to be performed pursuant to the Lease which will be awarded as a result of this Request for Bid, the successful vendor shall furnish a cash deposit or letter of credit, in a form approved by the Township Attorney, issued to the Township of Pennsauken

in the amount of \$75,000.00 for the catering and restaurant facility. Such security shall be furnished prior to the Lease commencement date. In the event a letter of credit is issued, it must be continued for the entire Lease 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 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 Lease 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 Lease 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.

The Township reserves to itself the right to reduce the cash security or letter of credit amount in each of the succeeding years of the Lease to an amount acceptable to the Township but, in no event, less than the balance due under the Lease.

C. INSURANCE CERTIFICATES REQUIRED.

Insurance Certificate to cover at least the minimum insurance standards required in this specification (See page 8) shall be required by successful Vendor.

D. 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 Bid, 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 Bid will be cause to reject the Bid in its entirety.

E. RESERVATIONS OF THE TOWNSHIP COMMITTEE.

The Township Committee will award the Lease to the vendor who submits the best overall Bid. The considerations and criteria which will be evaluated to make this determination are set forth more specifically in the following portions of these Specifications. The Township shall only consider the financial portion of the bid from those vendors deemed qualified. The Township Committee reserves the right to reject any or all Bids in whole or in part, to make an award based on all considerations and criteria regardless of price and to waive any immaterial information as may be permitted by law.

F. EXCEPTIONS TO SPECIFICATIONS.

If any vendor wishing to make a Bid, wishes to vary any requirement of the Request for Bid or Specifications contained herein, this discrepancy must be specifically called to the attention of the Township in the vendor's Bid and explained at least seven (7) days prior to the scheduled Bid Opening. Any challenges to the Specifications must be raised three (3) days prior to bid opening

G. INSPECTION OF THE FACILITY.

Vendors will be bidding on: (1) the Pennsauken Country Club catering and restaurant facilities. It is the responsibility of all vendors wishing to make a Bid to inspect the facilities at the Pennsauken Country Club by contacting the Office of the Golf Director (856) 662-4961 and to understand what equipment, furniture and fixtures will be made available to the successful vendor prior to submitting a Bid. If additional inspections are desired, Bidders may arrange for one (1) additional inspection of the premises and obtain other information by contacting the Office of the Golf Director. A description of the Premises comprising each element of the Pennsauken Country Club is included in this Request for Bids. In no event shall the Township be responsible for relaying information made available during site visits to vendors who do not participate. The submission of a Bid shall be conclusive evidence that the vendor has inspected the Premises and accepted them as sufficient to carry out the intent of the resulting Lease

H. TIME FOR MAKING AWARDS.

The Township shall award a Lease or reject all Bids within sixty (60) days after receipt and opening of the Bids or within such time as may be specifically permitted elsewhere in the Bid Instructions.

I. METHOD OF SUBMISSION OF BIDS.

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

J. AFFIRMATIVE ACTION REQUIREMENTS.

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

K. LICENSE – ALCOHOLIC BEVERAGE CONTROL (ABC).

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

L. REQUIRED BIDDER QUALIFICATIONS.

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

1) Restaurant and Catering Facilities.

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

2) Additional Required Information.

- (a) All Bidders shall also certify:

- i. That they have read and are familiar with prevailing wage requirements;
 - ii. That they are familiar with the requirements of the ABC for operation of facilities serving alcoholic beverages.
- (b) Bidders shall provide specific information setting forth:
- i. The name, address and business form of the individual, company or corporation that will operate the facilities.
 - ii. The duration and extent of experience and training of management personnel to be assigned.
 - iii. A list of similar operations and locations where bidder has operated manual food service including the length of time bidder has operated at each location.
 - iv. A list of at least four client references for similar catering/food service operations

The Township of Pennsauken reserves the right to reject any and all Bidders who do not meet the minimum Bidder Qualifications or contain omissions, inaccuracies or misstatements.

9) **CAPITAL IMPROVEMENTS**

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

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

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

10) **VENDOR'S INFORMATION.**

Although Bids shall be awarded based upon total price, bidders should feel free to offer supplemental written information with respect to the required qualifications.

The Township's intent is to award a Lease to a vendor for a period of time of not less than three (3) years with one two-year extension, but the Township in its sole discretion may select from bids for any of the two stated terms (3 years with one 2-year extension or 5 years with one 2-year extension). Bidders may bid on one or both of the indicated terms for the catering facility & restaurant.

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

11) **FINANCIAL INFORMATION OF EXISTING OPERATIONS**

1. General Ledgers for 2018 to 2021 are available for review at the municipal building in the Finance office, 5605 North Crescent Blvd, Pennsauken, New Jersey 08110.

TERMS OF THE LEASE

I. GENERAL TERMS:

A. It is the Township's intent that this Lease will be effective on July 1, 2022 and will run for a term of three (3) years with one 2-year extension or for a term of five (5) years with one 2-year extension from that date at the sole option of the Township. 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 Lease shall be added or excluded without voiding in any manner the provisions of this Lease. 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 management exclusively from the Vendor. In the event of the sale of the Pennsauken Country Club during the term of the Lease such sale shall be subject to the Vendor's rights under the Lease including any cancellation terms that may be included in the final agreement. The Lease shall terminate at the end of its term. The Township cannot extend or renew through the formal contracting process provided for by law. Vendor may not sell, assign, sublease or transfer its interest in the Lease in any way without the prior written approval of the Township.

B. Recognizing that the successful operation of this Lease is dependent upon the favorable response of the users of the facilities, the Vendor shall meet regularly, and in no event less than quarterly, to work with the Township Golf Director or his respective designee, to effect adjustments

in operation and areas of common interest and shall cooperate at all times to maintain maximum efficiency and good public relations with the community, club members, and Township representatives. The Vendor shall further come before Township Committee, when called, for general presentation and/or reporting purposes but not more than once per budget cycle.

C. Any dispute which cannot be resolved between the Township Golf Director and the Vendor regarding quality of food service, and only disputes regarding quality of the 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 an approved arbitrator. Each party to the Lease may submit three (3) names of candidate arbitrators and the final arbitrator 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 County Club shall be interrupted or stopped, performance of this Lease, with the exceptions of monies already due and owing shall be suspended and excused to the extent commensurate with such interfering occurrence and the expiration date of this Lease 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 Lease performance pursuant to this subparagraph.

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

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 incidental to or arising out of facility's use, service, operations or performance of work in connection with this Lease, resulting in whole or in part from the negligent acts or omissions of the Vendor, its employees, agents or representatives including, but not limited to any action involving the sale and/or consumption of alcoholic beverages.

F. The Vendor shall not hold the 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 Lease.

H. Insurance certificates indicating the required minimum coverage shall be issued prior to the commencement of this Lease to the Township Golf Director and shall be subject to review and approval by the Township Administrator and Township Solicitor.

I. The Vendor shall be financially responsible for obtaining all required permits, licenses, and bonds or other security 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 ecologically sound operation of the manual food service included in this Lease 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 Lease, which are further described on the respective Descriptions of Premises made a part of this Request for Bids. Such spaces for the catering facility and restaurant operation are 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, and may include some 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 for the catering facility and restaurant is currently fixed at 75% and will only be adjusted in the event of change in facilities made available to Vendor. The percentage for the golf course operations, including charging of carts, is currently fixed at 25% and will only be adjusted in the event of change in facilities made available to Vendor.

L. With regard to the catering and restaurant concessions, the Township and the Board of Health shall have the right to the inspection of all areas including but not limited to the kitchen, dining facilities, storage and auxiliary service rooms and the operation thereof, operated by the Vendor with respect to the quality and quantity of food service, the method of service, opening and closing hours and generally with respect to the use, safety, sanitation and the maintenance of said premises, all of which shall be maintained at a level satisfactory to the Township. The Township shall likewise have the right to inspection of all areas of the golf course operation, all of which shall be maintained at a level satisfactory to the 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 and/or course operation procedures. The Vendor shall cooperate with the Township to maintain comparable and competitive standards of service, greens fees, driving range fees, course quality; food quality, menu variety, portion size and prices, as the case may be, with that available in the country club services. At any time when it can be determined by the Township that any of 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 Lease by mutual agreement.

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

N. Vendor recognizes that this Lease will be awarded for: (1) catering and restaurant concessions. The Lease shall be for a term of three years with one two-year extension or five years with one two-year extension. The Lease may be awarded to one Vendor. Vendor also recognizes that the Township may retain control over the golf course facility. The Vendor submitting the successful Bid on the restaurant & catering shall be obligated to work in conjunction with the operator of the golf course, the Township, in order to ensure cooperation with regard to tournaments, group events, and related operations. The restaurant & catering Vendor will be required to accommodate, to the best of its abilities, events that rely on both the catering or restaurant, and the course. The restaurant & catering Vendor will be required to integrate the restaurant, including menu and dress code requirements, to accommodate the golfers at the course.

II. MANUAL FOOD SERVICES:

A. Manual food service under the specifications of the resulting Lease 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 Golf Director or his designee shall meet regularly with the Vendor's food manager to evaluate food service focusing on comments and providing information which can result in needed changes or improvements.

C. The Vendor shall be alert to changing food service trends, new market forms of food and changing diet patterns being evolved throughout the food service industry. As a result, and with input from the Township Golf Director, 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 Golf Director 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 Golf Director, shall implement, merchandise and promote these new services and product variations in a manner typical of successful operations. Promotion techniques shall include all publicity and advertisement, including paid ads in publications, radio announcements and approved point of purchase displays.

D. Pricing and Minimum Portions.

- 1) Menu portions and prices shall be competitive with comparable menu items served by other successful quality food service operations in the greater Camden County area.
- 2) At the start of the Lease, the Vendor shall provide a detailed listing of menu items and prices of all menu items intended to be served for prior review by the Township and/or its representatives. Vendor and the Township shall discuss concerns regarding items and prices in light of the public nature of the facilities prior to implementation.

- 3) The Vendor shall comply with the minimum food portions specified and mutually agreed and shall affect control and uniformity through group employee training sessions.
- 4) All prices are exclusive of the State sales tax.

E. Food and Supplies Specifications.

- 1) All food and supplies purchased shall be in conformance with the specified minimum Standards of Federal and State specifications. The 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 20 13/0 fat
 - (f) Fresh Fruits and Vegetables: USDA Grade A
 - (g) Canned Fruits, Vegetables, Juices: USDA Grade A
 - (h) Frozen foods, Fruits, Vegetables, Juices: USDA Grade A
 - (i) Dairy Products, Cheese: USDA Grade A

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

G. The Vendor and the Township Golf Director/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 alter 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 Golf Director on a monthly basis a current listing of all future bookings setting forth the name of the party, the number in the party, the amount of deposit, the date of the affair and the agreed total cost or price of the affair.

IV. PERSONNEL, EMPLOYMENT PRACTICES, STAFFING AND SCHEDULES:

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

B. Vendor shall at all times maintain on duty at the Golf Course an adequate staff of employees for efficient operations. A principal of the Vendor shall be present and on site at the facility for a portion of each operating day. In the event the Vendor is a sole proprietor, the term "principal" shall mean a proprietor. In the event the Vendor is a corporation or partnership, the term "principal" shall mean a principal stockholder of the corporation or a partner. It is expressly understood that it is the intent of this provision to require that a principal would be involved in the day-to-day, on-premises management of the operation. In addition, at the commencement of this Lease the Vendor shall designate a General Manager at the facility. The General Manager shall be authorized by the Vendor to act on the Vendor's behalf with respect to all issues concerning the operations of the facility and the 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 Lease. 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 facilities who handle cash shall be bonded and a list of said employees furnished to the Township Golf Director. This list shall be reviewed and approved annually or at any time during the year by the Township Golf Director.

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

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

G. Employee uniforms shall be selected by the Vendor which are mutually agreed to by the 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.

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

V. EQUIPMENT, UTILITIES, SUPPLIES AND SPACE USE:

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

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

C. The Vendor is responsible for control of keys obtained from the Premises and security of those areas for which and when they are used by his representatives. The Vendor shall be responsible for immediately reporting all facts relating to losses incurred equipment damage or break-ins to his equipment and/or areas of the Premises to the Township Golf Director. 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. A Township selected representative shall have a set of all keys or door entry combinations to all rooms and storage areas in case of an emergency.

D. The 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.

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

VI. EQUIPMENT & FACILITY MAINTENANCE, REPLACEMENT & SANITATION:

A. The equipment and facilities shall be maintained through the life of this Lease 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 Lease, including food handlers' appearance and performance in the preparation, service, transport and storage of food and related items. Upon termination of the lease, the equipment and fixtures shall be turned over to the Township or successor operator, as the case may be, without charge.

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 Golf Director 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.

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

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

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

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

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

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

I. The Vendor shall supply detergent, sanitizer, brooms, mops, et c., used in the maintenance of the product ion, service and dining areas and equipment specified in the terms of this Lease, including catering, set-up and cleanup.

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

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

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

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

VII. STATEMENTS, AUDITS, PAYMENTS AND BILLINGS:

A. In order to provide the Township with an ability to assure the optimum golfing operation at the Pennsauken Country Club and to enable the Township to evaluate those operations, the Vendor shall provide to the Township Golf Director or his designee once each quarter, a financial statement in a form as prescribed by the Township Golf Director. The statement shall be provided within thirty (30) days after the end of any calendar quarter. In addition, the Vendor shall provide to the Township Golf Director on a quarterly basis, no later than fifteen (15) days after the close of any calendar quarter, a listing of all advance bookings of banquets, tournaments, 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 vent, the amount of deposit, the total cost to the participant for the event and any other descriptive information that may enable the Township Golf Director to evaluate the effect of such a booking upon the overall operation. This provision is subject to the requirements of additional provisions contained with in this Lease for notice to the Township by the Vendor of persons making advance bookings at the end of the Lease term and/ or its termination as contained hereinafter. Failure to provide the information requested in this paragraph will result in a penalty of \$1,000 per day.

B. Each operating statement on a composite basis shall present revenue and expense amounts for the period being reported and fiscal year-to-date percentage ratios for each time and period in a cash basis format approved by the Township Golf Director or his designee.

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

XII. LEASE PAYMENT:

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

B. In the event that the facilities at the Golf Course 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 rental payable by the Vendor to the Township and a revision of the term of this Lease. Any adjustments in rental for the term of this Lease shall be reached in recognition of any capital improvement cost to undertaken and whether by the Township or the Vendor, 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. When requested by the Township, the Vendor shall meet with the Township and review the financial operations, explain performance deviations, discuss problems and mutually agree on courses of action to improve the results of the acquired services included in this Lease.

D. The Township shall be advised by the Vendor of the schedule of the Vendor's annual audit of his records and operations. 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. Monthly payments are due and payable on the first day of each month. Payments received after the date due are subject to a late charge of five (5%) percent of the monthly payment, which charge must accompany the payment. An additional charge of thirty-five (\$35.00) dollars will be made for checks returned for insufficient funds.

IX. LEASE TERMINATION:

A. The Township may terminate this Lease for neglect as determined by the Township which shall consider such items as failure to take possession within five (5) days of the start date of the Lease, 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 payment, actual or manifest intent to vacate, as evidenced by removal of goods or means of operation, or quality of services or preparation of food and beverage subjectively unacceptable to the 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 Lease. This may also include a failure by Vendor, in the opinion and reasonable determination of Township, to respond adequately to concerns and/or issues raised by Township with regard to Vendor's performance in fulfilling its obligations under the Lease and in serving the patrons of its various operations. The Township Committee of the Township of Pennsauken shall be the final judge of Lease performance for the purposes of this section of the Lease. 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 Lease neglect and unless within that period such neglect has ceased and arrangements made to correct, the Township may terminate by giving no less than ninety (90) days notice in writing, by certified mail or registered mail, of its intention to cancel this Lease.

C. Bankruptcy.

- 1) The following shall be Events of Bankruptcy under this Lease:
 - (a) Vendor becoming insolvent, as that terms is defined in Title 11 of the United States Code, entitled Bankruptcy, 11 U.S.C. Sec. 101 et seq. (the "Bankruptcy Code") or under the insolvency laws of any State, District, Commonwealth or Territory of the United States ("Insolvency Laws");
 - (b) The appointment of a receiver or custodian for any or all of Vendor's property or assets or the institution of a foreclosure action upon any of Vendor's real or personal property;
 - (c) The filing of a voluntary bankruptcy petition under the provisions of the Bankruptcy Code or Insolvency Laws;
 - (d) The filing of a involuntary bankruptcy petition against Vendor as the subject debtor under the Bankruptcy Code or Insolvency Laws, which is either not dismissed within sixty (60) days of filing, or results in the issuance of an order for relief against the debtor, whichever is later;

- (e) Vendor's making or consenting to an assignment for the benefit of creditors or a common law compensation of creditor or
- (f) If levy, execution or attachment proceedings or other process of law commenced upon, on, or against Vendor or a substantial portion of Vendor's assets.

2) Township's Remedies

- (a) **TERMINATION OF LEASE.** Upon the occurrence of an Event of Bankruptcy, Township shall have the right to terminate this Lease by giving written notice to Vendor. However, this written notice requirement is waived while a case in which Vendor is the subject debtor under the Bankruptcy Code is pending. At all other times this Lease shall automatically cease and terminate, and Vendor shall be immediately obligated to quit the Premises upon the giving of notice pursuant to this subparagraph. Any other notice to quit, or notice of Township's intention to re-enter is hereby expressly waived. If Township elects to terminate this Lease, everything contained in this Lease on the part of the Township to be done and performed shall cease without prejudice, subject, however, to the rights of Township to recover from Vendor all payment and other monetary damages or loss of reserved payment sustained by Township.
- (b) **SUIT FOR POSSESSION.** Upon termination of this Lease pursuant to these provisions, Township may proceed to recover possession under and by virtue of the provisions of the laws of any applicable jurisdiction, or by such other proceedings, including reentry and possession, as may be applicable.
- (c) **NON-EXCLUSIVE REMEDIES.** Without regard to any action by Township as authorized herein, Township may at its discretion exercise all the additional provisions set forth below.
- (d) **ASSUMPTION OR ASSIGNMENT BY TRUSTEE.** In the event Vendor becomes the subject debtor in a case pending under the Bankruptcy Code, Township's right to terminate this Lease pursuant to this Paragraph C shall be subject to the rights of the Trustee who is subject to the Bankruptcy Court's approval to assume or assign this Lease under 11 U.S.C. § 365 et seq. of the Bankruptcy Code.
- (e) **ADEQUATE ASSURANCE OF FUTURE PERFORMANCE.** Township and Vendor hereby agree in advance that adequate assurance of future performance, as used above, shall mean that all of the following minimum criteria must be met: (i) Vendor's gross receipts in the ordinary course of business during the thirty-day (30) period immediately preceding the initiation of the case under the Bankruptcy Code must be at least two times greater than the next payment of payment due under this Lease; (ii) Both the average and

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

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

D. Upon the occurrence of any event of default:

- 1) Township may (but shall not be required to) cure for the account of Vendor any such default of Vendor and immediately recover as Additional Payment any expenditure made and the amount of any obligations incurred in connection therewith, plus interest at the rate of four (4 %) percent per annum over the prime rate (as said rate is published from time to time in the Wall Street Journal) from the date of such expenditure;
- 2) Township may accelerate all payment and additional payment due for the balance of the term of this Lease and declare the same to be immediately due and payable;
- 3) Township, at its option, may serve notice upon Vendor that this Lease and the then unexpired term hereof and all renewal options shall cease and expire and become absolutely void on the date specified in such notice, to be not less than sixty (60) days after the date of such notice without any right on the part of the Vendor to save the forfeiture by payment of any sum due or by the performance of any terms, provision, covenant, agreement or condition broken; and, thereupon and at the expiration of the time limit in such notice, this Lease and the term hereof (and any extensions thereto) granted, hereunder, shall wholly cease and expire and become void in the same manner and with the same force and effect (except as to Vendor's liability) as if the date fixed in such notice were the date herein granted for expiration of the term of this Lease. Thereupon, Vendor shall immediately quit and surrender to Township the Premises by summary proceedings, detainer, ejectment or otherwise and remove all occupants thereof and, at Township's option, any

property thereon without being liable to indictment, prosecution or damages therefore. No such expiration or termination of this Lease shall relieve Vendor of its liability and obligations under this Lease, whether or not the Premises shall be re-let;

- 4) Township may, at any time after the occurrence of any event of default, reenter and repossess the Premises and any part thereof and attempt in its own name, as agent for Vendor if this Lease is not terminated or in its own behalf if this Lease is terminated, to re-let or any part of such Premises for and upon such terms and to such persons, firms or corporations and for such period or periods as Township in its sole discretion shall determine, including a term beyond the termination of this Lease; and Township shall not be required to accept any Vendor offered by Vendor or observe any instruction given by Vendor about such re-letting or mitigation of damages. For the purpose of such re-letting, Township may decorate or make repairs, changes, alternations or additions in or to the Premises to the extent deemed by Township desirable or convenient; and the costs of such decorations, repairs, changes, alterations, or additions shall be charged to and be payable by Vendor as Additional Payment hereunder, along with any reasonable brokerage and legal fees expended by Township; and any sums collected by Township from any new Vendor obtained on account of the Vendor shall be credited against the balance of the payment due hereunder as aforesaid. Vendor shall pay to Township monthly, on the days when the payment would have been payable under this Lease, the amount due hereunder less the amount obtained by Township from such new Vendor;
- 5) Township shall have the right of injunction, in the event of a breach or threatened breach by Vendor of any of the agreements, conditions, covenants or terms hereof, including the actual or threatened failure to vacate the Premises at the end of the term, to restrain the same and the right to invoke any remedy allowed by the law or in equity, whether or not other remedies, indemnity or reimbursements are herein provided. Township shall have the right of distraint upon Vendor's goods pursuant to N.J.S.A. 2A:33-1 et seq. upon adequate notice consistent with due process. The rights and remedies given to Township in this Lease are distinct, separate and cumulative remedies; and no one of them, whether or not exercised by Township, shall be deemed to be in exclusion of any of the others.
- 6) In the event Vendor fails to evacuate the Premises upon the expiration of this or any extended term hereunder or upon termination of this Lease, Vendor shall pay to Township double the monthly payment for the month in which this Lease expired or Township may, at its option, pursue any other remedy to which it may be entitled.

- 7) In addition to all remedies provided herein or by law, Vendor shall pay to Township reasonable attorney's fees and court costs incurred as a result of such breach.

X. NOTICES:

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

XI. LAWS APPLICABLE:

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

XII. RIGHT TO DO BUSINESS:

This Lease 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 Lease.

XII. ADVANCED BOOKINGS EXISTED AS OF DATE OF LEASE ENTRY:

Prior to the submission of a Bid each vendor may request from the Golf Director 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 effective date the contract at the facility. In the event that a proposed vendor receives such a list from the Golf Director it shall be for the sole purpose of allowing proposed vendors to evaluate the volume of business then available for these events. The information provided pursuant to this provision shall be kept strictly confidential. There shall be no contact between any proposed vendor and patrons for advanced bookings prior to the date of Lease award. In the event that such contact occurs, the propose vendor who initiates such contact will be automatically disqualified or if such contact occurs subsequent to the award of a Lease 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.

XV. ADVANCE BOOKINGS ON TERMINATION:

At the expiration of this Lease and/or its termination and in accordance with the terms of this Lease, 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 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.

DESCRIPTION OF PREMISES CATERING FACILITY AND RESTAURANT

Bidders submitting a bid for the Lease to operate the restaurant and catering facility will be provided with the following portions of the Pennsauken Country Club, located on 3800 Haddonfield Road:

- The gazebo/ceremony area and the clubhouse areas detailed below.
 - The second-floor catering hall with restrooms, bar and storage areas;
 - The second-floor full service kitchen with walk-in refrigerator and freezer;
 - Loading dock to second floor kitchen with walk-in freezer;
 - The first and second floor refrigeration;
 - Beer coolers
 - Reach-ins
 - Bain-maries
 - Ice maker
 - The first-floor restaurant/bar and kitchen area;
 - The first-floor storage areas, liquor room and janitors' closet;
 - Shared use of the first-floor restrooms;
 - Wedding Suite located in the first-floor ladies' restroom;
 - Landscaped outside gazebo/ceremony area;
 - Outside beer cooler and freezer;
 - Offices for the administration of the restaurant/bar & catering business;
 - Shared use of the parking area located in the front of the clubhouse.
 - Second floor desk w/ seating area
 - First floor patio area

NOTE: Plans and photos of the course, gazebo, clubhouse and associated parking areas are available from the office of Golf Director.

BID DOCUMENT CHECKLIST*

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

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

FORM OF BID

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

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

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

Name of Company: _____
Address: _____
Dated: _____

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

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

FORM OF BID

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

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

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

having principal offices at:

Name of Company: _____

Address: _____

Dated: _____

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

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

NAME OF BIDDER: _____

SIGNATURE: _____

ADDRESS: _____

TELEPHONE: _____

FACSIMILE: _____

We are pleased to offer the following Bid price, as per the attached specifications and information requirements as set forth in the attached specifications:

CHECK THE APPROPRIATE RESPONSE BELOW:

We are bidding on the catering and restaurant concessions aspect of the Lease.

CHECK AS MANY AS APPLY:

We are bidding on a three (3) year term with one (2) year-extension for CATERING

We are bidding on a five (5) year term with one (2) year-extension for CATERING

We are bidding on a three (3) year term with one (2) year-extension for CATERING and CAPITAL IMPROVEMENTS.

We are bidding on a five (5) year term with one (2) year-extension for CATERING and CAPITAL IMPROVEMENTS.

CATERING AND RESTAURANT CONCESSIONS LEASE PRICE WITHOUT CAPITAL IMPROVEMENTS

THREE YEAR TERM WITH ONE (2) YEAR EXTENSION

Minimum Annual Lease Payment: \$265,000

Year	Lease Payment (written)	Lease Payment (numeric)	Annual Percent Increase
2022-2023	_____	\$ _____	
2023-2024	_____	\$ _____	____%
2024-2025	_____	\$ _____	____%
2025-2026	_____	\$ _____	____%
2026-2027	_____	\$ _____	____%
Total	_____	\$ _____	

NAME OF BIDDER: _____

SIGNATURE: _____

CATERING AND RESTAURANT CONCESSIONS LEASE PRICE WITHOUT CAPITAL IMPROVEMENTS

FIVE YEAR TERM WITH ONE (2) YEAR EXTENSION

Minimum Annual Lease Payment: \$265,000

Year	Lease Payment (written)	Lease Payment (numeric)	Annual Percent Increase
2022-2023	_____	\$ _____	
2023-2024	_____	\$ _____	____%
2024-2025	_____	\$ _____	____%
2025-2026	_____	\$ _____	____%
2026-2027	_____	\$ _____	____%
2027-2028	_____	\$ _____	____%
2028-2029	_____	\$ _____	____%
TOTAL	_____	\$ _____	

NAME OF BIDDER: _____

SIGNATURE: _____

CATERING AND RESTAURANT CONCESSIONS LEASE PRICE WITH CAPITAL IMPROVEMENTS

THREE YEAR TERM WITH ONE (2) YEAR EXTENSION

Minimum Annual Lease Payment: \$265,000

Year	Lease Payment (written)	Lease Payment (numeric)	Annual Percent Increase	Capital Improvement Value
2022-2023	_____	\$ _____		\$ _____
2023-2024	_____	\$ _____	____%	\$ _____
2024-2025	_____	\$ _____	____%	\$ _____
2025-2026	_____	\$ _____	____%	\$ _____
2026-2027	_____	\$ _____	____%	\$ _____
Total	_____	\$ _____		\$ _____

NAME OF BIDDER: _____

SIGNATURE: _____

CATERING AND RESTAURANT CONCESSIONS LEASE PRICE WITH CAPITAL IMPROVEMENTS

FIVE YEAR TERM WITH ONE (2) YEAR EXTENSION

Minimum Annual Lease Payment: \$265,000

Year	Lease Payment (written)	Lease Payment (numeric)	Annual Percent Increase	Capital Improvement Value
2022-2023	_____	\$ _____		\$ _____
2023-2024	_____	\$ _____	___ %	\$ _____
2024-2025	_____	\$ _____	___ %	\$ _____
2025-2026	_____	\$ _____	___ %	\$ _____
2026-2027	_____	\$ _____	___ %	\$ _____
2027-2028	_____	\$ _____	___ %	\$ _____
2028-2029	_____	\$ _____	___ %	\$ _____
TOTAL	_____	\$ _____		\$ _____

NAME OF BIDDER: _____

SIGNATURE: _____

PROPOSED CAPITAL IMPROVEMENTS

List proposed capital improvements on separate sheets accompanied by a detailed statement of the estimated cost of improvements and construction schedule. Use separate sheets for each lease term and for improvements to the restaurant & catering facilities and to the golf course. This form for capital improvement list is optional and shall only be used if the vendor is providing a bid for Lease Payment Plus Capital Improvement Cost.

DATE OF BID: _____

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

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

Legal Name of Bidder: _____

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

Check the box that represents the type of business organization:

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

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

Date Incorporated: _____ Where Incorporated: _____

Business Address:

Street Address	City	State	Zip
Telephone #	Fax #		

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

Stockholders:

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Subscribed and sworn before me this ____ day of _____, 20__ (Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

Municipal References:

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

Contact Name, Title and Phone Number	Municipality Name and Address	Lease Description	Amount of Lease	Date
--	-------------------------------------	-------------------	-----------------	------

Township of Pennsauken

Acknowledgment of Receipt of Addenda

The undersigned bidder hereby acknowledges receipt of the following Addend:

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

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

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; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees 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.**

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. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the *event* that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Authorization for Background Check

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

By my signature below, I hereby authorize any representative of the Somerset County Sheriff's Office, access and release of all Federal, State, and Local records pertaining to my Criminal History. I also agree to a Motor Vehicle Records Check and submittal to being fingerprinted and photographed by the Identification Bureau.

I understand that the information released is for official use by the Somerset County Sheriffs Office only, to determine my suitability to work within the confines of the Somerset County Complex.

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

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

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

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

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

Applicant

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

Today's Date: _____ Home Phone: () _____ - _____

Name: _____ Cell Phone: () _____ - _____

Address: _____

Birth Place: _____ D.O.B.: _____

Social Security #: ____ - ____ - ____ Driver's License #: _____

Position Applied For: _____ Name of Company Applying with: _____

Sex: ____ Race: ____ Height: ____ Weight: ____ Hair Color: ____ Eye Color: ____

Marital Status: _____

Current Employer: _____ Unemployed: _____

Current Employer Address: _____

Occupation: _____

SBI :__ FBI: ____ NCIC: ____ ATS: ____ ACS: ____ PIP: ____ PROM/GRV: _____

CO CORR: ____ BCI: _____ DMV (Police Only) : _____ **APPROVED BY:** _____

ID OFFICER: _____