

# County of Mercer

McDade Administration Building, 640 South Broad Street, P.O. Box 8068, Trenton, NJ 08650-0068

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## REQUEST FOR PROPOSALS

CONCESSIONAIRE FOR THE BOATHOUSE MARINA  
LOCATED IN THE MERCER COUNTY PARK



TO BE RECEIVED ON NOVEMBER 12, 2009 AT 11:00 A.M. IN ROOM 109

Prepared By:  
Department of Purchasing

CC2009-06

## NOTICE OF RFP

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

Notice is hereby given that on November 12, 2009 at 11:00 A.M. (Prevailing time), sealed proposals will be received by the Purchasing Agent in the Mercer County McDade Administration Building, 640 South Broad Street, Room 109, Trenton, New Jersey at which time and place proposals will be opened and read in public for:

### **CONCESSIONAIRE FOR THE BOATHOUSE MARINA LOCATED IN THE MERCER COUNTY PARK CC2009-06**

Specifications, Instructions and Proposal Forms may be obtained at the Department of Purchasing at the Mercer County Administration Building during office hours or on the County website at [www.mercercounty.org](http://www.mercercounty.org).

**Respondents are encouraged to attend the pre-proposal meeting on site at the Marina on October 26, 2009 at 10:00 A.M.**

Express mail shall be delivered to the Department of Purchasing, 640 S. Broad Street, Room 109, Trenton, New Jersey 08611.

Addenda will be issued on the website; therefore, all interested respondents shall check the website from now through the bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

A copy of your New Jersey Business Registration Certificate must be submitted with your proposal. Respondents shall comply with the requirements of P.L. 1975 C127 (N.J.A.C. 17:27 et seq.)

COUNTY OF MERCER, NEW JERSEY  
Department of Purchasing  
MARCELLA COVELLO, QPA  
Purchasing Agent

## **INTENT**

The Mercer County Park Commission is seeking proposals from qualified licensees interested in operating the food, refreshment and catering concession at the **MERCER COUNTY PARK BOATHOUSE BANQUET FACILITY** located in West Windsor, New Jersey. The intent of this Request for Proposal ("RFP") is to seek out and select a licensee who will provide high quality food service at reasonable prices for banquets and special events, with an emphasis on customer service. The term of the agreement shall be two years commencing January 1, 2010 with the option of three one-year extensions pursuant to N.J.S.A. 40A:11-4.2.

**A pre-proposal conference has been scheduled at the Facility on October 26, 2009 at 10:00 AM. Attendance is highly recommended.**

## **ADMINISTRATIVE CONDITIONS AND REQUIREMENTS**

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

## **SCHEDULE**

A schedule has been established for respondent proposals, proposal review, contractor selection, project initiation and completion. The following dates have been established:

PRE-PROPOSAL MEETING: ON SITE OCTOBER 26, 2009 AT 10:00 A.M.  
ALL QUESTIONS BY: OCTOBER 30, 2009 FAXED TO 609 989 6733  
TO THE ATTENTION OF MARCELLA COVELLO  
ADDENDA ISSUED: NOVEMBER 2, 2009  
PROPOSALS OPENED: NOVEMBER 12, 2009 AT 11:00 AM, ROOM 109

## **COUNTY REPRESENTATIVE FOR THIS SOLICITATION**

Please direct all questions by October 30, 2009 to:

Marcella M. Longo  
Purchasing Agent  
PO Box 8068  
640 S. Broad Street  
Trenton, New Jersey 08611  
Voice: (609) 989-6710  
Fax (609) 989-6733

The County disclaims any responsibility for proposals received late by regular or express mail. If the proposal is sent by express mail service, the designation must appear on the outside of the express mail envelope. Proposals received after the designated time and date will be returned unopened (no exceptions).

Submit One (1) Original and Three (3) copies. Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the County of Mercer, McDade Administration Building, 640 South Broad Street, Trenton, NJ 08611. The original proposal shall be marked to distinguish it from the copies. Responses delivered before the submission date and

time specified may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal(s) involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

### **INTERPRETATIONS AND ADDENDA**

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by Addenda mailed or posted on the County website at [www.mercercounty.org](http://www.mercercounty.org). Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect. All questions must be received 10 business days in advance of the opening of proposals.

### **STATUTORY AND OTHER REQUIREMENTS**

#### **Compliance with Laws**

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

#### **Mandatory Affirmative Action Compliance**

No firm may be issued a contract unless it complies with the Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.

#### **Americans with Disabilities Act of 1990**

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

#### **Stockholder Disclosure**

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal 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 (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

#### **Non-Collusion Affidavit**

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

### **Proof of Business Registration**

N.J.S.A. 52:32-44 requires that each contractor submit proof of business registration with the proposal; failure to do so is a fatal defect that cannot be cured. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292-1730.

### **Pay to Play**

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

### **PROMPT PAYMENT**

In compliance with N.J.S.A. 2A:30A-1 et seq., the County of Mercer shall impose the following payment process:

The County of Mercer shall pay the submitted bill not more than 30 calendar days after the receipt of the bill by the County if the vendor has performed in accordance with the contract and the work has been approved and certified by the County. The billing shall be deemed "approved" and "certified" 20 calendar days after the owner receives it, unless the County provides, before the end of the 20-day period, a written statement of the amount withheld and the reason for withholding payment.

### **INSURANCE AND INDEMNIFICATION**

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

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

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

### **MULTIPLE PROPOSALS NOT ACCEPTED**

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

### **FAILURE TO ENTER CONTRACT**

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

## **COMMENCEMENT OF WORK**

The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.

## **BID PROHIBITED**

It is understood by the Respondent that, if awarded a contract through the request for proposal process, the Prime Contractor and any Subcontractors utilized for these services are prohibited from bidding the resultant goods or services required to implement the project.

## **TERMINATION OF CONTRACT**

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

## **CHALLENGE OF SPECIFICATIONS**

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

## **TRANSITIONAL PERIOD**

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or The County of Mercer, the Contractor shall continue all terms and conditions of said contract for a period not to exceed thirty (30) days at the County's request.

## **PAYMENT**

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

- Deliverables not complying with the project specification;

- Claims filed or responsible evidence indicating probability of filing claims;

- A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

## **LOCATIONS AND QUANTITIES**

The County of Mercer reserves the right to add locations and increase or decrease the quantities at the proposed costs as defined in the awarded contractor's proposal as may be deemed reasonably necessary or desirable to complete the work detailed by the contract. Such increase or decrease shall in no way violate this contract, nor give cause for liability for damages.

### **COST LIABILITY AND ADDITIONAL COSTS**

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

Respondents will assume responsibility for all costs not stated in the proposals. All hourly rates either stated in the proposal or used as a basis for pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the County of Mercer, for indirect costs, fees, postage, licensing, commissions, taxes, travel, subsistence, report preparation, meetings, administrative tasks, administrative and clerical support, overhead, etc. are not to be billed and will not be paid.

### **OWNERSHIP OF MATERIAL**

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

Ownership of all data, materials and documentation originated and prepared for the County of Mercer pursuant to this contract shall belong exclusively to the County of Mercer. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the County of Mercer upon completion of the project. The contractor shall not have the right to use, sell or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the County of Mercer.

### **COMMENCEMENT OF WORK**

The contractor agrees to commence work on January 1, 2010.

### **GENERAL CONSIDERATIONS**

Competitive Contracting is a formal procurement process governed by the New Jersey State Local Public Contracts Law and Rules. The process utilizes an RFP containing thoroughly developed specifications and scope of services, criteria for evaluating proposals and statutorily required language and forms. Responses are ranked by a team, on the RFP criteria, using a detailed methodology leading to a recommendation to the governing body to award a contract based on price and other factors.

### **PROVIDING INFORMATION**

Information will be made available at the County Office during regular business hours. The County shall provide access, within reason, and at no cost to the Contractor, to all information on file with the County and needed by the Contractor to complete the Project.

## **IMMIGRATION AND NATURALIZATION LAWS AND CRIMINAL BACKGROUND CHECK (REQUIRED)**

The vendor must comply with all Immigration and Naturalization Laws as are currently in force on each potential employee to work under this contract on County of Mercer property and will not employ individuals who are not properly registered with the United States Citizenship and Immigration Service. Successful proposer will provide a photocopy of the Alien Registration Form or I-94 Arrival/Departure Form to the County of Mercer [insert appropriate department, agency, commission, etc.] at least ten (10) days prior to any of its employees being permitted to work under this contract on County of Mercer property.

The vendor must contact the New Jersey State Police to perform a Criminal Background Check on each potential employee to work under this contract on County of Mercer property. A copy of the results of the Criminal Background Check must be provided to the County of Mercer [insert appropriate department, agency, commission, etc.] at least ten (10) days prior to an employee being permitted access to County of Mercer property. The County of Mercer will notify the vendor if a proposed vendor employee will not be permitted to work under this contract within ten (10) work days following receipt of the results. If the County of Mercer does not notify the vendor of such exclusion within ten (10) days the vendor may assign said employee to work under the contract.

The vendor must also inform the County of Mercer of all Immigration and Naturalization status changes and arrests of its employees working under this contract on County of Mercer property for the duration of the contract. In this regard, the vendor shall make quarterly inquiry of all employees working under this contract as to any Immigration and Naturalization changes and employee arrests.

[For insertion into multi-year contracts] The vendor must provide a photocopy of the Alien Registration Form or I-94 Arrival/Departure Form and the results of a Criminal Background Check on its employees working under the contract on County of Mercer property every twelve (12) months.

Please access the following website for Instructions For Obtaining a Criminal History Record:  
<[http://www.state.nj.us/lps/njsp/about/serv\\_chrc.html#instruct](http://www.state.nj.us/lps/njsp/about/serv_chrc.html#instruct)>

## INSURANCE AND INDEMNIFICATION REQUIREMENTS

The selected contractor will maintain insurance as specified.

**In all cases where a Certificate of Insurance is required, the County of Mercer is to be named as an additional insured and named as the certificate holder as follows: "County of Mercer, 640 South Broad Street, Trenton, NJ 08611". The Certificate shall contain a 30-day notice of cancellation.**

### INDEMNIFICATION AND HOLD HARMLESS CLAUSE

Contractor shall indemnify, defend and save harmless the County from and against any and all loss cost (including attorneys' fees), damages, expenses and liability (including statutory liability and liability under Workers' Compensation Laws) in connection with claims for damages as a result of injury or death of any person or property damage to any property sustained by Contractor or all other persons which arise from or in any manner grow out of any act or negligence on or about the said premises by the Contractor, their partners, agents, employees, customers, invitees, contractors, subcontractors, sub-subcontractors, vendors and the County. This indemnification clause includes any and all claims and costs of same against the County except for the sole negligence of the County pursuant to N.J.S.A. 2A:40A-1. Further, this indemnification clause includes any and all claims and costs of same against the County involving environmental impairment.

### WAIVER OF SUBROGATION CLAUSE

Consultant, as a material part of the consideration to be rendered to the County, hereby waives all claims against the County for damages to the goods, wares and merchandise in, upon or about said premises, and consultant will hold the County exempt and harmless from any damage and injury to any such person or to the goods, wares or merchandise of any such person, arising from the use of the premises by the consultant or from failure of the consultant to keep the premises in good condition and repair as herein provided.

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Dated and Signed

### **Notice of Award**

The Successful Respondent will be notified of the award of contract upon a favorable decision by the Mercer County Park Commission.

### **Proposals to Remain Subject to Acceptance**

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

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

## PROPOSAL CHECKLIST

The following checklist is provided as assistance to the development of the RFP Response. It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

Stockholder Disclosure <b>MUST BE SUBMITTED WITH PROPOSAL</b>	_____
NJ Business Registration <b>MUST BE SUBMITTED WITH PROPOSAL</b>	_____
Qualification Statement	_____
Key Personnel Information	_____
Cost Proposal Form With Detailed Budget	_____
Acknowledgement of Receipt of Addenda	_____
Non-Collusion Affidavit	_____
Affirmative Action Statement	_____
Affirmative Action Mandatory Language	_____
Americans with Disabilities Act Language	_____
References	_____
Financial Statements	_____
Documentation as requested on page 35 and 36	_____

**COUNTY OF MERCER  
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

Addenda Number	Dated
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Signed: \_\_\_\_\_

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

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

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

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

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY

COUNTY OF MERCER SS:

I, \_\_\_\_\_ of the City of \_\_\_\_\_,  
in the County of \_\_\_\_\_, and the State of \_\_\_\_\_,

of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_

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

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

Signed: \_\_\_\_\_  
(also type name of affiant under signature)

Subscribed and sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public)  
Notary Public of \_\_\_\_\_  
My Commission expires \_\_\_\_\_, 20 \_\_\_\_

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

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

**Goods and General Service Vendors**

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

**Do you have a federally-approved or sanctioned EEO/AA program?**      Yes     No

**If yes, please submit a photostatic copy of such approval.**

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

**Do you have a State Certificate of Employee Information Report Approval?** Yes     No

**If yes, please submit a photostatic copy of such approval.**

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

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

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

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

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

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

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(REVISED 10/08)

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

The contractor or subcontractor, 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or Good faith efforts to meet targeted 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, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

## EXCERPTS FROM THE EEOC SEXUAL HARASSMENT GUIDELINES

### *PART 1604 -- GUIDELINES ON DISCRIMINATION BECAUSE OF SEX*

#### 1604.11 Sexual Harassment

(a) Harassment on the basis of sex is a violation of Sec. 703 of Title VII (of the Civil Rights Act of 1964). Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

(b) In determining whether alleged conduct constitutes sexual harassment, The Commission (EEOC) will look at the record as a whole and at the totality of the circumstances, such as the nature of the sexual advances and the context in which the alleged incidents occurred. The determination of the legality of a particular action will be made from the facts, on a case by case basis.

(c) Applying general Title VII principles, an employer, employment agency, joint apprenticeship committee or labor organization (hereinafter collectively referred to as "employer") is responsible for its acts and those of its agents and supervisory employees with respect to sexual harassment regardless of whether the specific acts complained of were authorized or even forbidden by the employer and whether the employer knew or should have known of their occurrence. The Commission will examine the circumstances of the particular employment relationship and the job functions performed by the individual in determining whether an individual in determining whether an individual acts in either a supervisory or agency capacity.

(d) With respect to conduct between fellow employees, employer is responsible for acts of sexual harassment in the workplace where the employer (or its agents or supervisory employees) knows or should have known of the conduct, unless it can be show that it took immediate and appropriate corrective action.

(e) An employer may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the employer (or its agents or supervisory employees) knows or should have known of the conduct and fails to take immediate and appropriate corrective action. In reviewing these cases the Commission will consider the extent of the employer's control and any other legal responsibility, which the employer may have with respect to the conduct of such non-employees.

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

The CONTRACTOR and the County of Mercer do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 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 hereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County 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 County in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the County, 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 County grievance procedure, the CONTRACTOR agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County 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 County shall, as soon, 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 proceedings is brought against the County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County 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 County pursuant to this paragraph.

It is further agreed and understood that the County 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 County from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

## NEW JERSEY BUSINESS REGISTRATION COMPLIANCE

*Goods and Services Contracts (including purchase orders)*

*\* Construction Contracts (including public works related purchase orders)*


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

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- \*2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers\* or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

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

**SAMPLES OF THE NEW JERSEY BUSINESS REGISTRATION CERTIFICATE ACCEPTABLE BY THE COUNTY OF MERCER (IF NOT INCLUDED, PROPOSAL SHALL BE REJECTED)**

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: <b>TAX REGISTRATION TEST ACCOUNT</b>	TRADE NAME: <b>CLIENT REGISTRATION</b>	
TAXPAYER IDENTIFICATION#: <b>970-097-382/500</b>	SEQUENCE NUMBER: <b>0107330</b>	
ADDRESS: <b>847 ROEBLING AVE TRENTON NJ 08611</b>	ISSUANCE DATE: <b>07/14/04</b>	
EFFECTIVE DATE: <b>01/01/01</b>	<i>John S. Tully</i> Acting Director	
FORM-BRC(02.01)	<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>	

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

**ADVISORY**

**Notice of Disclosure Requirement**

**"Pay to Play"**

**P.L. 2005, Chapter 271, Section 3 Reporting**

**(N.J.S.A. 19:44A – 20.27)**

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at [www.elec.state.nj.us](http://www.elec.state.nj.us). If you have any questions please contact ELEC at: 1-888-313-ELEC (Toll free in NJ) or 609-292-8700. An analyst from ELEC's Special Programs Section will assist you.

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**FAILURE TO COMPLETE AND SIGN THIS FORM AND SUBMIT THE REQUIRED INFORMATION IS CAUSE FOR AUTOMATIC REJECTION**

- 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.

**OR**

- 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
- Non-Profit Corporation
- Other \_\_\_\_\_

**COMPLETE IF THE BIDDER IS ONE OF THE FOUR TYPES OF CORPORATIONS:**

DATE OF INCORPORATION: \_\_\_\_\_

STATE OF INCORPORATION: \_\_\_\_\_

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

Stockholders:

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

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

\_\_\_\_\_

**LEGAL NAME OF BIDDER:** \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name & Title \_\_\_\_\_



**PROPOSAL**

The undersigned bidder declares that he/she has read the Notice to Bidders, Instructions, Affidavits and Scope of Work and that he/she has determined the conditions affecting the bid agrees, if this proposal is accepted, to furnish and deliver the following:

**CONCESSION SERVICES AT THE BOATHOUSE MARINA FOR  
THE MERCER COUNTY PARK COMMISSION**

\_\_\_\_\_  
**(SIGNATURE BY AUTHORIZED REPRESENTATIVE)**

The undersigned is a Corporation, Partnership or Individual under the laws of the State of

\_\_\_\_\_ having its principal office at \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

DATE \_\_\_\_\_

**REQUEST FOR PROPOSAL  
CONCESSIONAIRE FOR THE MERCER COUNTY PARK BOATHOUSE  
WEST WINDSOR, NEW JERSEY  
FOR THE MERCER COUNTY PARK COMMISSION**

The Mercer County Park Commission is seeking proposals from qualified licensees interested in operating the food, refreshment and catering concession at the **MERCER COUNTY PARK BOATHOUSE BANQUET FACILITY** located in West Windsor, New Jersey. The intent of this Request for Proposal ("RFP") is to seek out and select a licensee who will provide high quality food service at reasonable prices for banquets and special events, with an emphasis on customer service. The term of the agreement shall be two years commencing January 1, 2010 with the option of three one-year extensions pursuant to N.J.S.A. 40A:11-4.2.

**A pre-proposal conference has been scheduled at the Facility on October 26, 2009 at 10:00 AM. Attendance is highly recommended.**

All completed proposals must be received by the Mercer County Department of Purchasing, McDade Administration Building, Room 109, November 12, 2009 by 11:00 A.M. Proposals shall be opened publicly in the Mercer County McDade Administration Building, Room 109 at 11:00 A.M. Mercer County is not responsible for any internal or external delivery delays which may cause the RFP to arrive beyond the deadline. An original plus five (5) copies of the proposal must be submitted. The Executive Director of the Mercer County Park Commission will form an evaluation committee to review the proposals and may, if necessary, request an oral presentation during the selection process.

The Park Commission shall accept or reject proposals in accordance with the New Jersey Local Public Contracts Law. Each proposer must provide all information as requested to be considered and may be disqualified for failure to submit any required documentation.

## **OVERVIEW**

The Mercer County Park Commission is located at 640 South Broad Street in the Mercer County McDade Administration Building, Trenton New Jersey. The Mercer County Park Boathouse is operated and maintained by the Park Commission. The Mercer County Park Boathouse is located within Mercer County Park. One of the highlights of this park is the 365-acre Mercer Lake and the Mercer County Boathouse which includes a 2,100 square foot indoor banquet facility that can seat up to 100 people. The outside area of the facility offers a 1,000 square foot deck for seating up to 75 people. There is a permanent gazebo on the adjacent peninsula that may be rented through this agreement for special events but is subject to the special event schedule of the Mercer County Park Commission. This 3,660 square foot covered area that can accommodate up to 300 guests.

## **FOOD, REFRESHMENT AND CATERING CONCESSION**

The awarded licensee will operate and maintain the food, refreshment and catering concession at the Boathouse and will provide high quality fare at reasonable prices. All prices are subject to the approval by the Evaluation Committee. The licensee will furnish all labor and materials required to operate a professional catering facility. The licensee will operate the concession in compliance with all applicable standards as required by State and Local Health Departments. The Licensee will manage the operation and serve patrons on a daily basis, seven days per week, 365 days per year. The term of the agreement shall be two years commencing January 1, 2010 with three one-year extensions pursuant to N.J.S.A. 40A:11-4.2. The Mercer County Park Commission may exercise the option to extend one year prior to the contract expiration date. The licensee shall remit to the Park Commission, any event fees or retainage for reservation bookings beyond the contractual agreement. The licensee will work closely with the designee of the Mercer County Park Commission to ensure adequate scheduling. All schedules must be submitted in writing and approved by the appointed designee to ensure compliance to this contract as well as service to the patrons. The awarded licensee must abide by all Federal, State, County and Municipal rules and regulations as well as those established by the Mercer County Park Commission. All employees hired by the licensee shall be the responsibility of the licensee. The Mercer County Park Commission and Mercer County will not be held accountable for any actions related to the employees of the licensee. The licensee shall have adequate staff to serve all patrons in a courteous and professional manner.

## **SPECIAL ANNUAL CONCESSIONAIRE PERMIT**

### **LAW AND PUBLIC SAFETY**

### **DIVISION OF ALCOHOLIC BEVERAGE CONTROL**

### **Division of Alcoholic Beverage Control Rules**

### **N.J.A.C. 13:2**

This agreement requires the issuance of a *“Special Concessionaire Permit”*. The sale of alcoholic beverages in any public building belonging to, or under the control of the State or any political subdivision except the National Guard, requires the issuance of a “Special Concessionaire Permit” by the Director of the **DIVISION OF ALCOHOLIC BEVERAGE CONTROL**. This annual permit is issued to a private licensee who has a

contract with a unit of government to provide services to the public. The permit, for example, is issued to a licensee to provide alcoholic beverages for consumption on the premises such as the Meadowlands, state college pubs, municipally owned golf courses, marinas or similar facilities. (N.J.S.A. 33:1-42; N.J.A.C. 13:2-5.2.) The fee for the permit is \$2,000 annually. (Permit Application enclosed.)

### **EXCEPTIONS**

The Licensee shall have exclusive catering rights at this facility with exception to special events requested by the Executive Director of the Park Commission. The surrounding marina docks, snack bar, and playground area are not part of this contract.

### **SAMPLE MENU**

The Licensee must submit sample menus and pricing reflecting breakfast, lunch, dinner and special functions. The Park Commission requests submittal of food presentation photos. Mercer County may require a tasting in the selection process. Any modification of hours or menu pricing must be submitted to the Park Commission for approval.

### **FACILITY IMPROVEMENTS**

The Mercer County Park Commission reserves the right to make structural facility improvements to the Boathouse facility. Any such improvements will be scheduled at the conclusion of the original term of the contract. Any events scheduled after the original contract term will be granted either a refund of the booking fee, or first right of refusal for a future available date following the construction.

### **EVENT BOOKINGS**

There is a patron booking fee of \$100 for each event at this facility to be paid by the licensee to the Mercer County Park Commission. This fee will be collected by the caterer during the event application process and then paid to the MCPC on a monthly basis showing a detailed breakdown of patron name, event type and date. Historically, over the past five years, the previous concessionaire has hosted approximately 145 banquet events per year; including but not limited to weddings, religious celebrations, business luncheons and birthday parties. The licensee shall remit to the Park Commission, any event fees or retainage for reservation bookings beyond the contractual agreement. The Licensee is expected to provide the quality food and service.

### **FURNISHINGS**

The Licensee will provide tables and chairs as needed for 100 patrons in the banquet room and up to 400 patrons in the outdoor pavilion area. If any additional items are needed it will be the sole responsibility of the licensee. All linens, tableware, glassware, decorations, set-up etc. will be the sole responsibility of the licensee.

### **DEATH/INCAPACITATION**

If the Licensee is a sole proprietor who dies or becomes incapacitated during the term of this contract, or a limited liability company whose managing member dies or become incapacitated during the term of this agreement or is a corporation of which the majority shareholder dies or become incapacitated during the term of this

agreement, the contract may, at the discretion of the Park Commission terminate upon 30 days written notice to the Licensee.

#### **UTILITIES**

The Mercer County Park Commission will pay for all utilities including gas, cable, electric and water.

#### **EQUIPMENT/FIRE/ELECTRICAL/SAFETY**

The Mercer County Park Boathouse has a 240 square foot "holding kitchen" with limited preparation equipment. Licensee will accept this equipment "as is" and at its sole cost and expense. Licensee shall maintain all Mercer County Park Commission-owned equipment required for the proper operation of the facility. Licensee MUST have capability to prepare and cook food at another site. All equipment shall comply with all applicable fire, electrical and safety codes. All equipment must meet or exceed West Windsor Township Department of Health regulations and must be of commercial quality. The successful Licensee will provide the Park Commission with a list of all Licensee owned equipment to be utilized at the facility All proposers will be given the opportunity to inspect the facility and Mercer County Park Owned-owned equipment during the pre-proposal conference. All prospective licensees will be given the opportunity to inspect this equipment.

#### **PERMITTING**

The licensee is responsible for securing and maintaining a Retail Food Establishment Permit through the Township of West Windsor.

#### **PEST CONTROL**

Adequate monthly pest control treatment must be provided by the Licensee and the Mercer County Park Commission shall receive a copy of any and all paid invoices.

#### **OFFICE EQUIPMENT/COMMUNICATIONS**

The Licensee will install and pay for all office equipment including, but not limited to, telephones, computers, fax machines, copiers etc. and all associated monthly fees. In addition, the Licensee will also be responsible for all telephone lines, internet connections and fax lines associated with operating the food concession at this facility.

#### **MAINTENANCE**

The Licensee will be responsible for the repair and maintenance of all Mercer County Park Commission owned equipment during the term of the license. Licensee will accept all buildings and their equipment "as is" in their present existing condition. The Licensee shall, at its own expense and upkeep, make such repairs or improvements necessary to maintain Mercer County Park Commission owned buildings and areas occupied for the purpose of operating the concession and shall be responsible for the daily maintenance and upkeep. Licensee shall keep the hood system free and clean of grease and shall have the entire hood and duct system cleaned bi-annually. Also, the Licensee will be responsible for monthly cleaning of the grease trap. Licensee shall be responsible to make all necessary repairs to the hood and exhaust fan. Licensee will not make alterations, additions, or improvements to the facility without prior written consent of the Executive Director. All alterations, additions, and improvements, whether

temporary or permanent in character, shall at all times be deemed to be the property of the Mercer County Park Commission and shall remain upon the premises at the termination of the agreement. Licensee will not be responsible for the repairs to the roofs, exterior walls, electric, HVAC or plumbing.

## **EXPERIENCE**

### **MINIMUM QUALIFICATIONS OF PROPOSERS**

Five (5) years experience as an owner and/or operator of a food concession business or a restaurant is a minimum qualification and must be documented. A business resume must be submitted showing all related professional experience. Included should be a list of three (3) business, credit, and purveyor references.

## **FINANCIAL STATEMENTS**

The licensee must submit three years of financial statements, preferably audited and must show the capability to undertake this contract.

## **MONTHLY REPORTING**

The Licensee will provide to the Park Commission designee monthly event spreadsheets reflecting the type of event, name and address of patron, number of guests and total monies collected for each event. The Mercer County Park Commission reserves the right to inspect the facility and financial records at any time during the contract period.

## **HOURS AND DAYS OF OPERATION**

The Mercer County Park Boathouse banquet facilities are open and must be available to the public for rent 7 days a week, 365 days a year. The Licensee must accommodate any and all reasonable requests for rental of the facility throughout the calendar year. At no time can a request be declined when the facility is not booked without expressed written consent from the Mercer County Park Commission.

## **SCHEDULING**

The Mercer County Park Commission will limit rowing events that require the use of the Boathouse and surrounding area to a maximum of five times per year. The Mercer County Park Commission will keep the Boathouse parking lot available and free of vehicles based on events scheduled by the caterer.

## **NON-DISCRIMINATION/EQUAL OPPORTUNITY**

License shall comply with all local, state and federal laws and regulations pertaining to nondiscrimination and equal opportunity in the areas of employment, subcontracting, and use of the County's facilities.

## **TERMINATION**

In the event that the Park Commission deems the Licensee to be in default in the performance of any term, condition or covenant of the agreement, the Park Commission may terminate the agreement upon thirty (30) days written notice to the Licensee, subject however, to the Licensee's ability to cure the default complained of within that thirty (30) day period. In the event that the Licensee does not cure the default within that thirty (30) day period, the contract shall terminate and the Park Commission may pursue all remedies at law.

## **MINIMUM RENT**

The monthly flat rental fee for this facility will be a minimum of \$3,460 paid per month to The Mercer County Park Commission during the first year of the contract. In addition, the licensee shall pay to the Park Commission a booking fee of \$100.00 per event. The above figure is the **minimum rent** for year one and shall increase by 10% each year. Each licensee has the opportunity to increase the monthly rental fee on the attached proposal sheet; however, the fee must increase by 10% each year.

**PREVIOUS RENTAL FEES PAID TO MERCER COUNTY PARK COMMISSION**

	<u>RESERVATION FEES</u>	<u>CATERING FEES</u>
2007	\$ 7,700	\$31,200
2008	\$17,710	\$34,320

**PREVIOUS BOATHOUSE RENTALS/EVENTS**

2007 = 144 Total Events

2008 = 150 Total Events

**QUESTIONS AND INQUIRIES**

It is the policy of the County to accept questions and inquiries in writing from proposers. Proposers should submit written questions to:

Marcella Covello  
Purchasing Agent  
Department of Purchasing  
640 S. Broad Street  
Trenton, New Jersey  
FAX: (609) 989-6733  
VOICE: (609) 989-6710

***Only written responses found in the addendum to the RFP will be binding.***  
All written questions must be directed to the individual designated above.

**COST LIABILITY**

The proposer shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation, or any travel connected with submission of the proposal. The County shall have no liability whatsoever for such costs.

**ORAL PRESENTATION**

Proposers who submit a proposal in response to the RFP may be required to give an oral presentation to the Evaluation Committee. This will provide an opportunity for the proposer to clarify or elaborate on the written proposal.

**USE OF SPECIAL IMPRINTED PRODUCTS**

Licensee may be required to use paper products imprinted with the logo of the Mercer County Park Commission at the expense of the Licensee.

**CONTRACT AND TERM**

After selection of the successful proposer, a formal written license agreement, with specifications, will be prepared by the Mercer County Park Commission and will not be binding or in force until signed by an authorized representative and approved by the Mercer County Park Commission. The term of the license shall be two years commencing January 1, 2010 with three one-year extensions at the Park Commission's option. The Park Commission will exercise an option to extend one year prior to the contract expiration date. The Licensee shall remit to the Park Commission any event fees or retainage for reservation bookings beyond the contractual agreement.

## **INDEMNIFICATION**

The proposer, if successful, accepts and agrees that it shall provide an indemnification in substantially the following form: The Licensee agrees to indemnify and hold harmless and defend the Mercer County Park Commission and the County of Mercer, its officials, employees, and agents from and on account of any and all suits, actions, or claims for injuries, losses, damages, liabilities, costs, or expenses, of any kind whatsoever, arising from the Licensee's and/or its employees', agents' and servants', negligence and/or its breach of its obligations under the agreement.

## **RECORDS & AUDITS**

The Licensee shall keep the books of accounts and records of all operations and establish a system of bookkeeping and accounts in a manner considered to be generally acceptable accounting principals, according to the American Institute of Certified Public Accountants, and shall permit inspection of said books and records by the Park Commission as often as deemed necessary including tax reports, Federal and State tax returns, banking records, sales records, cash receipts journals, and other financial records. All such books and records shall be retained and preserved by the Licensee for a period of thirty-six (36) months after the end of the License Year to which they relate and shall be subject to inspection and audit by the Mercer County Park Commission and its agents at the County facility upon reasonable advance notice to the Licensee.

The Licensee shall be obliged to disclose the location of all its books and records pertaining to the operation of its License with the Mercer County Park Commission. The Mercer County Park Commission shall have the right to have its auditors make a special audit of all such books and records of the Licensee pertaining to all income generated from Licensee's operation of the Licensed Premises, wherever located, and whenever deemed necessary. The Licensee shall submit at the end of each fiscal year a certified, audited annual report, or as required a profit and loss statement of operations under the terms of the contractual agreement, in a form considered to be generally acceptable accounting principals according to the American Institute of Certified Public Accounts and satisfactory to the Mercer County Park Commission. Such report is to be prepared by a Certified Public Accountant at the Licensee's sole cost and expense. The Licensee will furnish and install a point of sale system, which must be approved by the Mercer County Park Commission, to allow the Mercer County Park Commission to have remote access to reports.

## **SECURITY DEPOSIT**

Licensee will, at or before the execution of the resulting agreement, furnish to the Mercer County Park Commission a security deposit in the form of cash in the amount of \$10,000.00 held in escrow for the term of the contract. The security deposit is due upon signing of the license agreement as security for faithful performance of the Licensee's obligations there under.

**ASSIGNMENT**

Licensee shall not assign or subcontract any portion of the contract without the express written consent of the Mercer County Park Commission.

**INDEPENDENT LICENSEE**

Licensee and its employees will operate as independent contractors and are not considered to be Mercer County Park Commission employees, and as such Licensee is responsible for payment of any and all federal, state and/or local taxes, if any, for itself and its employees.

**SIGNAGE**

Licensee shall not place any sign or advertisement without the prior consent of the Executive Director of the Mercer County Park Commission.

**METHOD OF PAYMENT**

The Licensee will pay the annual license fee in twelve installments due on the first day of the month. Late fees shall be assessed in the amount of 1% beyond 5 days; 5% beyond 10 days, 10% beyond 15 days; beyond 15 days, the contract may be terminated by the Park Commission.

**EXCLUSIVE RIGHTS**

Licensee shall have the exclusive right to sell food and beverages at the Boathouse.

**FORCE MAJEURE**

The Mercer County Park Commission shall not be deemed in breach of any contract, which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other circumstance not within its reasonable control.

## **PROPOSAL EVALUATION**

An Evaluation Committee will review all proposals. Proposers who submit a proposal in response to this RFP may be required to give an oral presentation to explain the proposal to the Evaluation Committee. This will provide an opportunity for the proposer to clarify or elaborate on the proposal. The Executive Director of the Mercer County Park Commission will schedule the time and location of these presentations. The Evaluation Committee will present its findings and recommendations to the Mercer County Park Commission.

### **EVALUATION CRITERIA**

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

### **REVENUES**

- Evaluation of the proposed fee.

### **FINANCIAL CAPACITY**

- Proposer's financial history and the ability of the proposer to finance, develop, operate and maintain the concession.

### **EXPERIENCE AND BUSINESS PLAN**

- Ability of proposer to market the facility.
- A determination that the proposer has submitted a complete and responsive proposal as required by all sections, terms, and conditions of the RFP.
- Evaluation of professional qualifications and experience in full service catering.
- An evaluation of the proposer's projected approach and plans to meet the requirements of the RFP.

### **PRESENTATION, MENU, DIVERSITY OF MEALS, FOOD QUALITY AND REPUTATION**

- Quality and value of menu and pricing.

## **PROPOSAL REQUIREMENTS**

### **PROPOSAL PREPARATION AND SUBMISSION**

One (1) original and seven (7) photocopies of the proposal must be submitted. The proposal shall be submitted in easily identifiable sections as follows:

### **ALL PROCUREMENT REQUIREMENTS IN ACCORDANCE WITH NEW JERSEY LOCAL PUBLIC CONTRACTS LAW**

#### **BUSINESS PLAN**

The business plan is a comprehensive description of the planned mode of operation and use of the premises with an emphasis on customer service and cash controls. This plan must include, but not limited to, the following:

- The proposer's plan for operating the facility and accomplishing the requirements, as set forth in this RFP.
- Complete information on the on-site manager, who will manage the operation on a daily basis.
- A list of key personnel to be assigned to the operation and their function, including a description of their personal qualifications and personal background. Detailed resumes for all management personnel assigned to the operation, showing their experience, must be submitted.
- Documentation which clearly shows the proposer's experience in operating similar facilities.
- Organizational chart.
- Cash and inventory control procedures.
- Estimated gross revenue for each year of the license.
- Estimated operating costs for each year of the license.
- A complete listing of all menu items including prices.
- Maintenance program including pest control, fire suppression system and grease removal.
- Training programs including customer service, food preparation and handling, and the responsible serving of alcohol.

#### **FINANCIAL INFORMATION**

**The proposer must provide a copy of financial statements (preferably audited) for the past three (3) years.**

## **PRIOR EXPERIENCE AND REFERENCES**

Provide prior experience, business and credit references and provide proof of insurance. Minimum qualifications are five (5) years of experience as an owner and/or operator of a business or similar operation. Three (3) business, three (3) credit references must also be provided and a good faith Letter of Intent must be provided as evidence that insurance negotiations have been initiated and are in progress.

## **FEE PROPOSAL**

This section shall contain the fee the proposer agrees to pay to the Mercer County Park Commission for the license to operate the food, refreshment and catering concession.

## **INSURANCE PROVISIONS**

The Mercer County Park Commission and the County of Mercer shall be named as insured on all policies obtained by the Licensee and Certificates of Insurance shall be furnished to the Mercer County Park Commission. General Liability, Liquor Liability, Worker's Compensation, Employer's Liability and Automobile Liability insurance shall be provided by the Licensee in amounts listed below. All insurance coverage shall be in amounts and in form acceptable to the Mercer County Park Commission.

Prior to commencing work, the Licensee shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New Jersey, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the Mercer County Park Commission. If at any time any of the policies required herein shall be or become unsatisfactory to the Park Commission, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory, the Licensee shall upon notice to that effect from the Mercer County Park Commission, promptly obtain a new policy.

The Licensee shall provide proof of the following coverage naming the Mercer County Park Commission and the County of Mercer as additional insured:

- Statutory Workers' Compensation
- Employer's Liability with minimum limit of \$100,000.
- General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$1,000,000 for property damage or a combined single limit of \$2,000,000.
- This insurance shall indicate on the certificate of insurance the following coverage:  
Premises – Operations, Broad Form Contractual and Products and Completed Operations,  
Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$1,000,000 per occurrence for property damage or a combined single limit of \$2,000,000. This insurance shall include bodily injury and property damage, owned automobiles, hired automobiles and non-owned automobiles
- Liquor Liability Insurance with a minimum limit of liability per occurrence of \$2,000,000.

All policies and certificates of insurance of the Licensee shall contain the following clause: Insurers shall have no right of subrogation against the County of Mercer and its employees (N.J.S.A. 59:9-2).

MERCER COUNTY PARK COMMISSION  
BOATHOUSE CATERING PROPOSAL

ANNUAL MINIMUM LICENSE FEE IN THE AMOUNT OF:

	Minimum	Proposed Monthly Rate
01/01/10 TO 12/31/10	\$3,460 per month	_____
01/01/11 TO 12/31/11	\$3,806 per month	_____
Optional Years		
01/01/12 TO 12/31/12	\$4,187 per month	_____
01/01/13 TO 12/31/13	\$4,605 per month	_____
01/01/14 TO 12/31/14	\$5,066 per month	_____

Division of

# **ALCOHOLIC BEVERAGE CONTROL**

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140 East Front Street, P.O. Box 087, Trenton, New Jersey 08625-0087

## **APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE**

Applicants should complete the application in full. Where a question is not applicable, please enter the letters "N/A." Where additional pages are necessary, you may photocopy any part of this application. A complete application is required whenever any of the following is requested:

New License;

Person-to-Person Transfer;

Place-to-Place Transfer (including expansion of premises);

Partnership changes (except Limited Partnerships);

Change of Corporate Structure (of more than 33 1/3% interest);

Extension to Administrator, Executor, Receiver, Trustee in Bankruptcy;

License Renewal (unless an alternate application is provided by the Division of ABC) **OR**

When required by the Division or the Local Issuing Authority.

If you are reporting a change in facts about your license which does not involve one of the above transactions, complete Page 1 and any page[s] of the application on which information to be changed appears. You must also complete a Certification Page (Page 11).

The original and two copies of the completed application, or pages reporting changes, should be submitted to the MUNICIPAL CLERK or BOARD OF ALCOHOLIC BEVERAGE CONTROL SECRETARY of the Municipality which will act on the request. It is the responsibility of the applicant to provide the required copies of the license application. One copy of the application should be returned to the applicant by the Municipality. It should be maintained with other records and available for inspection on the licensed premises.

All fees are to accompany the application at the time of filing with the local issuing authority. A **\$200.00** filing fee, in the form of a CERTIFIED CHECK or MONEY ORDER – payable to the Division of Alcoholic Beverage Control – should accompany all applications for New Licenses, License Transfers or License Renewals. Local licensing fees are established by the Local Issuing Authority; consult the Municipal Clerk or ABC Board Secretary for information in this regard.

TR#: \_\_\_\_\_

FEE: \_\_\_\_\_

DATE: \_\_\_\_\_

STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF ALCOHOLIC BEVERAGE CONTROL

Action ID Code  
[ ] [ ] [ ] [ ]  
A W D U

RETAIL LIQUOR LICENSE APPLICATION

STATE ASSIGNED LICENSE NUMBER

DATE APPLICATION FILED:

\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

[For DIVISION use only \_\_\_\_\_]

CODE TYPE OF LICENSE (CHECK ONE)

THIS APPLICATION IS FOR:

**CLASS C LICENSES [R.S. 33:1-12]**

- 31 \_\_\_\_\_ Club
- 32 \_\_\_\_\_ Plenary Retail Consumption  
w/Broad Package Privilege
- 33 \_\_\_\_\_ Plenary Retail Consumption
- 36 \_\_\_\_\_ Plenary Retail Consumption  
(Hotel/Motel Exception)
- 37 \_\_\_\_\_ Plenary Retail Consumption  
(Theatre Exception)
- 35 \_\_\_\_\_ Seasonal Retail Consumption  
(November 15 through April 30)
- 34 \_\_\_\_\_ Seasonal Retail Consumption  
(May 1 through November 14)
- 44 \_\_\_\_\_ Plenary Retail Distribution
- 43 \_\_\_\_\_ Limited Retail Distribution

- \_\_\_\_\_ A New License
- \_\_\_\_\_ Person-to-Person Transfer  
(Including Partnership change,  
except Limited Partnership)
- \_\_\_\_\_ Place-to-Place Transfer  
(Including expansion of premises)
- \_\_\_\_\_ Change of Corporate Structure
- \_\_\_\_\_ Extension of License (to Executor,  
Receiver, Administrator, etc.)
- \_\_\_\_\_ Renewal of License
- \_\_\_\_\_ Amendment of Application on File
- \_\_\_\_\_ Other \_\_\_\_\_

**OTHER**

- 14 \_\_\_\_\_ Annual State Permit  
(R.S. 33:1-42, NJAC 13:2-52)
- 40 \_\_\_\_\_ Special Permit for a Golf Facility  
(NJAC 13:2-5.3)

This Area is Reserved for Municipal Use

Municipal Fee \$ \_\_\_\_\_

Effective Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(As Stated in Resolution. Date of resolution unless otherwise established.)

State Fee \$ \_\_\_\_\_

Date Denied \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(As Stated in Resolution)

Refund Amount \$ \_\_\_\_\_

Special Conditions Attached: \_\_\_\_\_ Yes \_\_\_\_\_ No

Type or Print Name (Last Name, First Name, Middle Initial) of Municipal Clerk or ABC Secretary

Signature of Municipal Clerk or ABC Secretary

STATE ASSIGNED LICENSE NUMBER \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Application is made on behalf of: \_\_\_\_\_

1 = An Individual  
3 = A Partnership  
5 = Incorporated Club

2 = Business Corporation  
4 = Unincorporated Club  
6 = Limited Partnership

7 = Limited Liability Company

2.1 NAME(S) AS IT DOES OR WILL APPEAR ON THE LICENSE CERTIFICATE (NOT "TRADE" NAME):  
License may be held by Individual (Last Name, First Name, Middle Initial), Partnership or Corporation.

\_\_\_\_\_  
(Last Name, First Name, Middle Initial or Corporate Name)

2.2 ACTUAL ADDRESS WHERE THE LICENSE IS TO BE USED (SITED PREMISES):

Street Address \_\_\_\_\_  
Number Street Name

Municipality \_\_\_\_\_ Zip \_\_\_\_\_ - \_\_\_\_\_

Telephone number of business ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_  
Area Exchange Number

2.3 If no licensed premises exists or if a mailing address is different than the "actual address" given above, provide the mailing address (insert N/A if not applicable):

Street Address \_\_\_\_\_  
Number Street Name

P.O. Box # \_\_\_\_\_ Municipality \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_ - \_\_\_\_\_ Telephone ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

2.4 New Jersey Sales Tax Certificate of Authority No. \_\_\_\_\_

2.5 TRADE NAME(S) UNDER WHICH BUSINESS IS TO BE CONDUCTED. ALL TRADE NAMES MUST BE LISTED AND REGISTERED WITH THE N.J. SECRETARY OF STATE [if a corporation] OR COUNTY CLERK [if a partnership or sole proprietor]:

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

2.6 THE FOLLOWING QUESTIONS ARE TO BE ANSWERED BY ALL APPLICANTS OTHER THAN APPLICANTS FOR A NEW LICENSE:

A. IS THE LICENSE ACTIVELY USED AT AN OPERATING PLACE OF BUSINESS?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

B. IF NO, GIVE THE DATE THE BUSINESS STOPPED OPERATING (OR THE DATE THE LICENSE WAS ORIGINALLY ISSUED IF NEVER SITED AT AN OPERATING BUSINESS):  
\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

C. IF THE LICENSE IS INACTIVE AND THE APPLICATION IS FOR A TRANSFER, WILL THE LICENSE BE USED AT AN OPERATING PLACE OF BUSINESS AFTER APPROVAL?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

2.7 THE FOLLOWING QUESTIONS ARE TO BE ANSWERED BY AN APPLICANT FOR A NEW LICENSE:

A. WILL THE LICENSE BE USED AT AN OPERATING PLACE OF BUSINESS IMMEDIATELY UPON ISSUANCE?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

B. IF NO, PROVIDE ANTICIPATED DATE OF LICENSE ACTIVATION:  
\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_



STATE ASSIGNED LICENSE NUMBER \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

4.1 IS THE NEAREST ENTRANCE OF THE PLACE TO BE LICENSED WITHIN 200 FEET OF THE NEAREST ENTRANCE OF ANY CHURCH OR SCHOOL?  Yes  No

IF THE ANSWER IS "YES," IS A WAIVER SIGNED BY THE APPROPRIATE OFFICIAL ATTACHED TO THIS APPLICATION?  Yes  No

4.2 DOES THE APPLICANT INTEND TO USE ANY VEHICLES FOR THE TRANSPORT OR DELIVERY OF ALCOHOLIC BEVERAGES?  Yes  No (A TRANSIT INSIGNIA IS NECESSARY BEFORE ALCOHOLIC BEVERAGES MAY BE TRANSPORTED.)

4.3 HAS THE APPLICANT FILED AN ANNUAL SPECIAL TAX REGISTRATION AND RETURN FORM (TTB F 5630.5) WITH THE FEDERAL ALCOHOL AND TOBACCO TAX AND TRADE BUREAU?

Yes  No

IF "YES," DATE FILED \_\_\_\_ / \_\_\_\_ / \_\_\_\_

4.4 WILL ANY BUSINESS OTHER THAN THE SALE OF ALCOHOLIC BEVERAGES BE CONDUCTED ON THE PREMISES TO BE LICENSED?  Yes  No

IF THE ANSWER IS "YES," INDICATE THE NATURE OF THE BUSINESS AND WHO WILL CONDUCT IT BY RESPONDING TO THE FOLLOWING QUESTIONS:

- |  |                                    |                                |
|--|------------------------------------|--------------------------------|
| <input type="checkbox"/> Restaurant              | <input type="checkbox"/> Applicant | <input type="checkbox"/> Other |
| <input type="checkbox"/> Catering                | <input type="checkbox"/> Applicant | <input type="checkbox"/> Other |
| <input type="checkbox"/> Hotel/Motel             | <input type="checkbox"/> Applicant | <input type="checkbox"/> Other |
| <input type="checkbox"/> Amusements              | <input type="checkbox"/> Applicant | <input type="checkbox"/> Other |
| <input type="checkbox"/> N.J. Lottery            | <input type="checkbox"/> Applicant | <input type="checkbox"/> Other |
| <input type="checkbox"/> Grocery or Delicatessen | <input type="checkbox"/> Applicant | <input type="checkbox"/> Other |
| <input type="checkbox"/> Other (specify)         | <input type="checkbox"/> Applicant | <input type="checkbox"/> Other |

4.5 IF SOMEONE OTHER THAN THE APPLICANT WILL OPERATE THE OTHER BUSINESS ON THE LICENSED PREMISES, ANSWER THIS QUESTION. IF THERE IS MORE THAN ONE INDIVIDUAL OR COMPANY, ATTACH A SEPARATE PAGE LISTING THE REQUESTED INFORMATION FOR EACH OPERATOR.

Business to be operated \_\_\_\_\_

Name of company/individual \_\_\_\_\_  
(Last Name, First Name or Corporate Name)

Street Address \_\_\_\_\_  
Number Street Name

Municipality \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_ - \_\_\_\_\_ NJ Sales Tax Certificate of Authority No. \_\_\_\_\_

STATE ASSIGNED LICENSE NUMBER \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

ALL APPLICANTS ANSWER THE FOLLOWING

5.1 IS THE APPLICANT OR ANY OTHER PERSON MENTIONED IN THIS APPLICATION A POLICE OFFICER OR HOLD ANY POSITION ENTRUSTED WITH THE ENFORCEMENT OF ANY LAWS CONCERNING ALCOHOLIC BEVERAGES IN ANY MANNER WHATSOEVER?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If the answer is "Yes," complete the following:

Name of individual \_\_\_\_\_  
Last Name First Name Middle Initial

Title of position held \_\_\_\_\_

Name of Employing Agency \_\_\_\_\_

5.2 DOES THE APPLICANT OR ANY OTHER PERSON MENTIONED IN THIS APPLICATION, OR ANY PERSON HAVING A BENEFICIAL INTEREST IN THE LICENSED BUSINESS, HOLD OFFICE IN THE UNIT OF GOVERNMENT ISSUING THE LICENSE? \_\_\_\_\_ Yes \_\_\_\_\_ No

IF THE ANSWER IS "YES," COMPLETE THE FOLLOWING:

Name of Individual \_\_\_\_\_  
Last Name First Name Middle Initial

Title of Office \_\_\_\_\_

Municipality \_\_\_\_\_

5.3 DOES THE APPLICANT OR ANY OTHER PERSON MENTIONED IN THIS LICENSE APPLICATION, OR ANYONE WITH A BENEFICIAL INTEREST IN THE LICENSED BUSINESS, DIRECTLY OR INDIRECTLY, HAVE ANY INTEREST IN ANY BREWERY, WINERY, DISTILLERY, RECTIFYING AND BLENDING PLANT, IMPORTER OR WHOLESALE ALCOHOLIC BEVERAGE BUSINESS, AS OWNER, PART OWNER, LANDLORD, TENANT, MORTGAGE HOLDER OR AS A STOCKHOLDER, OFFICER, DIRECTOR, AGENT, EMPLOYEE OR OTHERWISE?

\_\_\_\_\_ Yes \_\_\_\_\_ No

IF THE ANSWER IS "YES," ATTACH AN AFFIDAVIT EXPLAINING THE RELATIONSHIP AND NATURE OF THE INTEREST AND COMPLETE THE FOLLOWING:

A. New Jersey license number, if applicable \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

B. IF THE BUSINESS DOES NOT HOLD A NEW JERSEY LIQUOR LICENSE, ANSWER THE FOLLOWING QUESTIONS:

Name of entity conducting business (Corporation, Partnership or Individual)

\_\_\_\_\_  
(Last Name, First Name, Middle Initial or Corporate Name)

Street Address \_\_\_\_\_  
Number Street Name

P.O. Box # \_\_\_\_\_ Municipality \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_ - \_\_\_\_\_

Type of Business \_\_\_\_\_

STATE ASSIGNED LICENSE NUMBER \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

ALL APPLICANTS ANSWER THE FOLLOWING

6.1 HAS THE APPLICANT EVER BEEN DENIED A LIQUOR LICENSE IN NEW JERSEY? \_\_\_\_ Yes \_\_\_\_ No

IF THE ANSWER TO THIS QUESTION IS "YES," ANSWER THE FOLLOWING:

Type of License or Permit Denied: \_\_\_\_ Retail \_\_\_\_ Wholesale \_\_\_\_ Transportation
\_\_\_\_ Warehouse \_\_\_\_ Manufacturer

Unit of Government which denied License or Permit: \_\_\_\_\_

Date of Denial (approximate if not known) \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Reason for Denial \_\_\_\_\_

6.2 HAS ANY CORPORATION, PARTNERSHIP OR INDIVIDUAL MENTIONED IN THIS APPLICATION, OTHER THAN THE APPLICANT, BEEN DENIED A LIQUOR LICENSE OR PERMIT? \_\_\_\_ Yes \_\_\_\_ No

IF THE ANSWER IS "YES," ANSWER THE FOLLOWING:

Name of Entity \_\_\_\_\_
Last Name First Name Middle Initial

Type of License or Permit Denied: \_\_\_\_ Retail \_\_\_\_ Wholesale \_\_\_\_ Transportation
\_\_\_\_ Warehouse \_\_\_\_ Manufacturer

Unit of Government which denied License or Permit: \_\_\_\_\_

Date of Denial (approximate if not known) \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Reason for Denial \_\_\_\_\_

6.3 HAS THE APPLICANT OR ANY OTHER PERSON, CORPORATION OR ENTITY MENTIONED IN THIS LICENSE APPLICATION, OR ANYONE WITH A BENEFICIAL INTEREST IN IT, HAD AN INTEREST IN A NEW JERSEY ALCOHOLIC BEVERAGE LICENSE WHICH WAS SURRENDERED, SUSPENDED OR HAD A PENALTY IMPOSED IN LIEU OF SUSPENSION, NOT RENEWED, REVOKED OR CANCELLED WITHIN THE 10 YEARS PRIOR TO THE DATE OF THIS APPLICATION? \_\_\_\_ Yes \_\_\_\_ No

IF THE ANSWER IS "YES," PROVIDE DETAILS OF EACH BELOW [Complete a separate Page 6 for each action]:

Name of Individual \_\_\_\_\_
Last Name First Name Middle Initial

DATE OF ACTION \_\_\_\_ / \_\_\_\_ / \_\_\_\_ DOCKET NO. \_\_\_\_\_

PENALTY WAS IMPOSED BY: \_\_\_\_\_ [Indicate whether by Division of ABC or identify Local Issuing Authority]

PENALTY CONSISTED OF:

\_\_\_\_ FINED \$ \_\_\_\_ NOT RENEWED
[amount]
\_\_\_\_ SUSPENDED \_\_\_\_ REVOKED \_\_\_\_ CANCELLED
(number of days)
\_\_\_\_ OTHER [explain] \_\_\_\_\_

6.4 HAS THE APPLICANT OR ANY OTHER PERSON OR CORPORATION MENTIONED IN THIS LICENSE APPLICATION, OR ANYONE WITH A BENEFICIAL INTEREST IN THE BUSINESS UNDER LICENSE OR TO BE LICENSED, EVER BEEN CONVICTED OF A CRIMINAL OFFENSE? \_\_\_\_ Yes \_\_\_\_ No

A. IF THE ANSWER IS "YES," ANSWER THE FOLLOWING:

Name of Individual \_\_\_\_\_
Last Name First Name Middle Initial

Date of Birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Conviction Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

State \_\_\_\_ Court of Jurisdiction \_\_\_\_\_

Description of offense (specific charge) \_\_\_\_\_

Disposition (fine, penalty, etc.) \_\_\_\_\_

Nature of interest in entity to be licensed \_\_\_\_\_

B. If applicable, provide the date the Director of the N.J. Division of Alcoholic Beverage Control issued an order approving or disapproving disqualification removal: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ . (No license may be issued without an order from the Director of the Division of Alcoholic Beverage Control determining no disqualification or removing disqualification.) (See R.S. 33:1-31.2 and N.J.A.C. 13:2-15.)

Provide Agency Docket No. :[NN]- \_\_\_\_\_

STATE ASSIGNED LICENSE NUMBER \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

ALL APPLICANTS OTHER THAN CLUB LICENSE ANSWER THE FOLLOWING

7.1 DOES THE APPLICANT, A MEMBER OF THE APPLICANT'S IMMEDIATE FAMILY (SPOUSE, CHILDREN, PARENTS, IN-LAWS OR SIBLINGS) OR ANY PERSON WITH A BENEFICIAL INTEREST IN THE SUBJECT LICENSE OF THIS APPLICATION, HAVE ANY INTEREST IN ANY OTHER NEW JERSEY ALCOHOLIC BEVERAGE LICENSE?

\_\_\_\_ Yes \_\_\_\_ No

IF THE ANSWER IS "YES," COMPLETE THE FOLLOWING BY LISTING THE NEW JERSEY LIQUOR LICENSE TWELVE DIGIT NUMBER(S) AND THE NAME(S) OF THE PERSON(S) OR CORPORATION(S) WHO HOLD(S) SUCH INTEREST. USE ADDITIONAL PAGE(S) 7 AS NEEDED.

A. License Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Name \_\_\_\_\_  
(Last Name, First Name, Middle Initial or Corporate Name)

Relationship to Applicant \_\_\_\_\_

\*\*\*\*\*

B. License Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Name \_\_\_\_\_  
(Last Name, First Name, Middle Initial or Corporate Name)

Relationship to Applicant \_\_\_\_\_

\*\*\*\*\*

C. License Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Name \_\_\_\_\_  
(Last Name, First Name, Middle Initial or Corporate Name)

Relationship to Applicant \_\_\_\_\_

\*\*\*\*\*

7.2 WOULD ANY PERSON OR CORPORATION NAMED IN THIS APPLICATION FAIL TO QUALIFY FOR OWNERSHIP OF THE LICENSE IF APPLYING AS AN INDIVIDUAL BECAUSE OF AGE, CRIMINAL CONVICTION OR PROHIBITED INTERESTS IN OTHER LICENSES?

\_\_\_\_ Yes \_\_\_\_ No

IF THE ANSWER IS "YES," ANSWER THE FOLLOWING BY INSERTING THE NAME OF THE INDIVIDUAL OR CORPORATION AND THE SOCIAL SECURITY NUMBER AND DATE OF BIRTH, IF AN INDIVIDUAL. USE ADDITIONAL PAGE(S) 7 AS NEEDED.

Name \_\_\_\_\_  
(Last Name, First Name, Middle Initial or Corporate Name)

Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ **OR**

NJ Sales Tax Certificate of Authority No. \_\_\_\_\_

Date of Birth \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_



STATE ASSIGNED LICENSE NUMBER \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

ALL APPLICANTS ANSWER THE FOLLOWING

- 9.1 DOES ANY INDIVIDUAL, PARTNERSHIP, CORPORATION OR ASSOCIATION OTHER THAN THE APPLICANT HAVE AN INTEREST DIRECTLY OR INDIRECTLY IN THE LICENSE APPLIED FOR OR IS THE STOCK OF ANY STOCKHOLDER HELD IN ESCROW OR PLEDGED IN ANY WAY? \_\_\_\_ Yes \_\_\_\_ No

IF THE ANSWER IS "YES," ANSWER THE FOLLOWING USING A SEPARATE PAGE 9 FOR EACH INDIVIDUAL OR CORPORATION OF INTEREST. ATTACH A SEPARATE PAGE OF EXPLANATION IF MORE SPACE IS NEEDED.

Name of Individual (Last Name First) or Corporation

\_\_\_\_\_  
(Last Name, First Name, Middle Initial or Corporate Name)

Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ **OR**

NJ Sales Tax Certificate of Authority Number \_\_\_\_\_

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

Number Street Name  
P.O. Box # \_\_\_\_\_ Municipality \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_ - \_\_\_\_\_

Describe Nature of Interest \_\_\_\_\_

- 9.2 DOES ANY INDIVIDUAL, PARTNERSHIP, CORPORATION OR ASSOCIATION HOLD ANY CHATTEL MORTGAGE OR CONDITIONAL BILL OF SALE OR OTHER SECURITY INTEREST ON ANY FURNITURE, FIXTURES, GOODS OR EQUIPMENT TO BE USED IN CONNECTION WITH THE BUSINESS TO BE OPERATED UNDER THE LICENSE APPLIED FOR? \_\_\_\_ Yes \_\_\_\_ No

IF THE ANSWER IS "YES," ANSWER THE FOLLOWING USING A SEPARATE PAGE 9 FOR EACH INDIVIDUAL OR CORPORATION TO BE REPORTED. ATTACH A SEPARATE PAGE OF EXPLANATION IF MORE SPACE IS NEEDED.

Name of Individual (Last Name First) or Corporation

\_\_\_\_\_  
(Last Name, First Name, Middle Initial or Corporate Name)

Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ **OR**

NJ Sales Tax Certificate of Authority Number \_\_\_\_\_

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

Number Street Name  
P.O. Box # \_\_\_\_\_ Municipality \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_ - \_\_\_\_\_

Describe Nature of Interest \_\_\_\_\_

- 9.3 HAS THE APPLICANT AGREED TO PERMIT ANYONE NOT HAVING AN OWNERSHIP INTEREST IN THE LICENSE TO RECEIVE OR AGREED TO PAY ANYONE (BY WAY OF RENT, SALARY OR OTHERWISE) ALL OR ANY PERCENTAGE OF THE GROSS RECEIPTS OR NET PROFIT OR INCOME DERIVED FROM THE BUSINESS TO BE CONDUCTED UNDER THE LICENSE APPLIED FOR? \_\_\_\_ Yes \_\_\_\_ No

IF THE ANSWER IS "YES," ANSWER THE FOLLOWING USING A SEPARATE PAGE 9 FOR EACH INDIVIDUAL OR CORPORATION TO BE REPORTED. ATTACH A SEPARATE PAGE OF EXPLANATION IF MORE SPACE IS NEEDED.

Name of Individual (Last Name First) or Corporation

\_\_\_\_\_  
Last Name First Name Middle Initial

Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ **OR**

NJ Sales Tax Certificate of Authority Number \_\_\_\_\_

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

Number Street Name  
P.O. Box # \_\_\_\_\_ Municipality \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_ - \_\_\_\_\_

Describe Nature of Interest \_\_\_\_\_

STATE ASSIGNED LICENSE NUMBER \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

QUESTIONS TO BE ANSWERED BY CORPORATIONS AND LIMITED LIABILITY COMPANIES ONLY. ANY CORPORATION OR LIMITED LIABILITY COMPANY THAT IS REPORTED TO HAVE AN INTEREST IN THE BUSINESS TO BE LICENSED, WHETHER THE LICENSEE COMPANY, THE PARENT CORPORATION OF THE LICENSED COMPANY, HOLDING COMPANY OR OTHERWISE AFFILIATED IN THE CORPORATE CHAIN, MUST ANSWER THE FOLLOWING USING A SEPARATE PAGE 10 AND PAGE 10A FOR EACH CORPORATION. ANSWER QUESTIONS ON BOTH PAGE 10 AND PAGE 10A FOR EACH CORPORATION.

10.1 Name of corporation \_\_\_\_\_

10.2 Street address of home office \_\_\_\_\_  
Number Street Name

Municipality \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ - \_\_\_\_\_

10.3 NJ Sales Tax Certificate of Authority Number \_\_\_\_\_

10.4 IF CORPORATION ADDRESS IN NUMBER 10.2 ABOVE IS OUT OF STATE, REPORT BELOW THE ADDRESS OF ANY OFFICE LOCATION IN NEW JERSEY. INSERT N/A IF NONE.

Street Address \_\_\_\_\_  
Number Street Name

Municipality \_\_\_\_\_ New Jersey

Zip \_\_\_\_\_ - \_\_\_\_\_

10.5 IS THE CORPORATION NOW AN EXISTING, VALID CORPORATION? \_\_\_\_ Yes \_\_\_\_ No

10.6 DATE CHARTERED OR INCORPORATED \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ STATE \_\_\_\_\_

10.7 CERTIFICATE OF INCORPORATION NUMBER \_\_\_\_\_

10.8 IF NOT INCORPORATED UNDER THE LAWS OF NEW JERSEY, HAS THE CORPORATION RECEIVED AN AUTHORIZATION TO CONDUCT BUSINESS IN NEW JERSEY FROM THE NEW JERSEY OFFICE OF THE SECRETARY OF STATE? \_\_\_\_ Yes \_\_\_\_ No

10.9 HAS THE CORPORATION CHARTER EVER BEEN REVOKED BY THE OFFICE OF THE SECRETARY OF STATE IN NEW JERSEY? \_\_\_\_ Yes \_\_\_\_ No

IF THE ANSWER IS "YES," INSERT THE DATE OF REVOCATION, OR IF SUSPENDED, THE BEGINNING AND ENDING DATE OF THE SUSPENSION.

Date of revocation \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Beginning date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Ending date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

10.10 INSERT THE NAME AND ADDRESS OF THE REGISTERED OR AUTHORIZED AGENT IN NEW JERSEY UPON WHOM SERVICE OF PROCESS IN ANY PROCEEDINGS AGAINST THE APPLICANT, PURSUANT TO THE NEW JERSEY ALCOHOLIC BEVERAGE LAW, THE ALCOHOLIC BEVERAGE TAX LAW OR PROCEEDINGS IN A STATE OR U.S. DISTRICT COURT, MAY BE MADE.

Name \_\_\_\_\_  
(Last Name, First Name, Middle Initial or Corporation)

Street Address \_\_\_\_\_  
Number Street Name

Municipality \_\_\_\_\_ New Jersey

Zip \_\_\_\_\_ - \_\_\_\_\_ Telephone Number ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_  
Area Exchange Number

10.11 IF THE LICENSED COMPANY IS OWNED BY OTHER CORPORATION(S) OR IS IN A CORPORATE CHAIN, ATTACH A DIAGRAM DEPICTING THE CORPORATE RELATIONSHIPS AND THE PERCENTAGE OF STOCK INTEREST IN THE COMPANY TO BE LICENSED, OWNED BY OTHER CORPORATIONS OR OTHER NON-CORPORATE ENTITIES (INDIVIDUALS, PARTNERSHIPS, ASSOCIATIONS).

STATE ASSIGNED LICENSE NUMBER \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

ALL APPLICANTS ANSWER THE FOLLOWING [ADD PAGES AS NECESSARY]

SOLE OWNERS AND PARTNERSHIPS: Complete this page in full.

LIMITED PARTNERSHIPS: All information about a general partner or partners of a limited partnership must be reported, whether the general partner is an individual or a corporation. A list of the names and addresses of all limited partners must be submitted as an attachment to this application with an identification of the percentage of each limited partner as it relates to total ownership of the business entity to be licensed.

CORPORATIONS: All corporation applicants or licensees and any corporation that has an ownership interest in the corporation under license or to be licensed must have been reported on Page 10. Information on this Page, 10A, will identify all officers, directors and stockholders holding one percent or more of the shares of the respective company. Club licenses must list names of officers and directors and attach a current membership list.

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NAME OF CORPORATION OR CLUB COVERED BY THIS PAGE (COMPLETE ONLY IF APPLICANT OR STOCKHOLDER IS A CORPORATION OR PARTNERSHIP).

Name of individual (last name first), stockholder, partner, officer or director:

_____		
Last Name	First Name	Middle Initial
Home Street Address _____		
Number	Street Name	
P.O. Box # _____	Municipality _____	State _____
Zip _____ - _____		
Social Security Number _____ - _____ - _____		Date of Birth _____ / _____ / _____
Home telephone number ( _____ ) _____ - _____		
Area	Exchange	Number
Office telephone number ( _____ ) _____ - _____		
Area	Exchange	Number
% of business owned or controlled _____		Number of shares _____
Check position that applies: _____ Sole owner _____ Partner _____ Stockholder		
_____ President	_____ Vice-President	_____ Secretary _____ Treasurer _____ Director
_____ Trustee	_____ Manager	_____ Agent _____ Executor/Administrator _____ Receiver
_____ Beneficiary	_____ Other (specify) _____	

Name of individual (last name first)

_____		
Last Name	First Name	Middle Initial
Home Street Address _____		
Number	Street Name	
P.O. Box # _____	Municipality _____	State _____
Zip _____ - _____		
Social Security Number _____ - _____ - _____		Date of Birth _____ / _____ / _____
Home telephone number ( _____ ) _____ - _____		
Area	Exchange	Number
Office telephone number ( _____ ) _____ - _____		
Area	Exchange	Number
% of business owned or controlled _____		Number of shares _____
Check position that applies: _____ Sole owner _____ Partner _____ Stockholder		
_____ President	_____ Vice-President	_____ Secretary _____ Treasurer _____ Director
_____ Trustee	_____ Manager	_____ Agent _____ Executor/Administrator _____ Receiver
_____ Beneficiary	_____ Other (specify) _____	

