

AMENDMENTS TO THE ISLAND BEACH RFP

The Department has determined that beer and/or wine may be served during the day at the Park in conjunction with the daily food and food services. The following sections have been replaced to reflect this change in the services requested by the Department:

1.1 Purpose and Intent

page 5, second to last paragraph in Section 1.1:

The winning bidder may apply for an Annual State Permit from the New Jersey Division of Alcoholic Beverage Control to sell and serve alcoholic beverages for on-premise consumption in conjunction with the service of food at both OBA1 and OBA2. During the day, while serving food, the winning bidder may serve only beer and/or wine from the following areas identified on the Amended Maps at Exhibit C, Island Beach State Park Concession Rental Areas:

- At OBA1, from the secondary food/storage window on the southern side of the building, identified by the small red square to the lower right of center and the service area outlined in blue.
- At OBA2, the main window may be used and the service area is outlined in blue .

For events, however, all types of alcoholic beverages may be served. This means that for events, alcohol may be served after 6 p.m. during the Summer Season, or alcohol may be served any time during the Extended Season. At no time may alcoholic beverages other than beer and/or wine be served during the day.

1.2.2 Alcohol License

The Operator shall be allowed to secure an Annual State Permit from the New Jersey Division of Alcoholic Beverage Control, for the service and consumption of alcoholic beverages at events, and beer and/or wine during the daily food service. Because this is State-owned land, the successful bidder must obtain the license from the New Jersey Division of Alcoholic Beverage Control and not from the local municipality. If the Operator obtains an Annual State Permit from the New Jersey Division of Alcoholic Beverage Control, it will be required to directly provide the alcoholic beverages at the Park and will not be permitted to enter into a subcontract for this operation. Additionally, the service and consumption of alcoholic beverages will only be allowed during events, and during the Extended Season. However, beer and/or wine may be served at OBA1 and/or OBA2 during the daily food service.

Nothing in this RFP or any of the attachments hereto shall be construed as a guarantee that the successful bidder shall obtain a liquor license from the New Jersey Division of Alcoholic Beverage Control. The successful bidder is expected to perform under this RFP regardless of its ability to obtain a liquor license. Failure to obtain a liquor license does not negate or void this RFP or the resulting Operation Agreement in any way and Operator shall be expected to perform under the Operation Agreement.

1.2.7 Security

The Operator shall be responsible for crowd control for the Operator's events and for all security and screening required to have an ABC license. If the Operator has an emergency requiring immediate assistance, Operator shall call Park Police Dispatch at 1-877-WARN-DEP (1-877-927-6337). Otherwise, the Operator shall be responsible for its own security and at Operator's sole expense.

The Operator shall be solely responsible for security of the areas under Operator's control in OBA1 and OBA2 against burglary, theft, vandalism and unauthorized entry. The Operator shall call Park Police Dispatch whenever any illegal activity has occurred.

4.2 Proposal Delivery and Identification

In order to be considered, a proposal responding to this RFP must arrive at the Office no later than **5:00 p.m. on Tuesday, March 31, 2015**. All bidders submitting proposals are advised to allow adequate delivery time to ensure punctual delivery of proposals by the date and time set forth herein. Late proposals shall be ineligible for consideration. The exterior of all proposal packages must be labeled with "Island Beach Food", the Bid Due Date, and the Bidder's Name.

EXHIBIT B – PROPOSED OPERATION AGREEMENT

The following paragraph is being replaced in its entirety:

6. MANAGEMENT OF THE OPERATIONAL AREA

A. During the term of this Operation Agreement, Operator shall have full control over the day-to-day operations of the Operational Area including, but not limited to, handling the collection and deposit of all money, hiring and supervision of all employees, and purchasing of all goods and services consistent with the operation of a food and food-services and event facility. Operator also shall be responsible for handling disputes with third parties, collecting and paying appropriate taxes, obtaining all appropriate permits, and providing accountability to the Department for its activities.

B. If Operator applies for and is issued an Annual State Permit from the New Jersey Division of Alcohol Beverage Control allowing for the service of alcoholic beverages for consumption on the licensed premises, the following shall apply:

(i) Alcoholic beverage service shall be strictly associated with the service of meals at events. Operator shall not serve alcohol beverages separate from events. Operator shall only sell or serve alcoholic beverages to persons participating in Operator's events.

(ii) Operator may serve beer and/or wine during the daily food and food services through the small window at OBA1 or the main window at OBA2. At any time, the Department may terminate the Operator's service of beer and/or wine during the day for any reason and in the Department's sole discretion. The Department shall give Operator no less than ninety (90) days' notice for the

termination of the service of beer and/or wine during the daily food and food services.

(iii) Nothing in this Operation Agreement or any of the attachments hereto shall be construed as a guarantee that the successful bidder shall be issued a liquor license from the New Jersey Division of Alcohol Beverage Control. Operator shall perform under this Operation Agreement regardless of its ability to obtain a liquor license. Failure to obtain a liquor license does not negate this Operation Agreement in any way.