



REQUEST FOR PROPOSALS

FOR

FOOD AND BEVERAGE CONCESSIONS

FOR

CARTERET PERFORMING ARTS & EVENTS CENTER

ISSUE DATE: July 21, 2020

DUE DATE: August 21, 2020

ISSUED BY:

CARTERET BUSINESS PARTNERSHIP

COUNTY OF MIDDLESEX, NEW JERSEY

**CARTERET BUSINESS PARTNERSHIP
BOROUGH OF CARTERET, MIDDLESEX COUNTY**

**NOTICE FOR
REQUEST FOR PROPOSALS
FOR
FOOD AND BEVERAGE CONCESSIONS**

Notice is hereby given that the Carteret Business Partnership (the “**CBP**”) is seeking proposals from qualified individuals and firms to provide food, beverage and catering services for the Carteret Performing Arts and Events Center (“**CPAC**”) located in the Borough of Carteret (the “**Borough**”) for a five (5) year term. The intent of this Request for Proposals (“**RFP**”) is to select an individual or firm to provide these services.

Sealed proposals for the services (the “**Proposal**”) will be received by CBP on August 21, **2020** at **2:00 p.m.** prevailing time (the “**Submission Date**”), addressed to Diana St. John, Director of Community Development (the “**Project Representative**”) at 61 Cooke Avenue, Carteret, New Jersey 07008.

Proposals for these Services will be received by mail or delivery service up until the date and time indicated above. CBP will not be responsible for packages not arriving at the time and place designated, irrespective of the date and time the package was mailed, posted or left with a delivery service. Respondent assumes any and all risk of late delivery of its Proposal. Proposals not received on time will be returned to Respondent unopened.

Specifications and Instructions to Respondents and Proposal Forms may be obtained from the Project Representative via an email request to stjohnd@carteret.net. Proposals shall be submitted on the Proposal Forms provided in the manner designated therein and submitted to the Project Representative. Proposals shall be clearly marked on the outside “**SEALED PROPOSAL: CPAC FOOD AND BEVERAGE SERVICES**”.

All questions regarding the RFP must be submitted via email request to the Project Representative prior to August **14, 2020**.

Proposals will be evaluated in accordance with N.J.S.A. 40A:11-4.1 et seq. by a selection committee appointed by the CBP (the “**Selection Committee**”). The Selection Committee will review each Proposal, and may, if necessary, conduct interviews with one or more of the Respondents as part of the final selection process. Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Proposals may not be modified after submittal. Proposals may not be withdrawn within sixty (60) days after submission of same.

CBP will award a contract for the Services or reject all Proposals within sixty (60) days of receipt of the Proposals unless otherwise agreed by the parties.

CBP reserves the right to reject any or all Proposals or to waive any informalities in any Proposal received and to accept the Proposal which in its judgment, will best serve the interest of CBP.

SECTION 1 GENERAL INFORMATION

1.1 Introduction and Purpose

The Carteret Business Partnership in compliance with N.J.S.A. 40A:11-4.1, seeks competitive proposals (a “**Proposal**”) to secure an agreement in a form substantially similar to the agreement attached hereto as **Exhibit A** (the “**Concession Agreement**”) with a vendor to be responsible for the food, beverage and catering services concession for CPAC. CPAC is located 46 Washington Avenue in the Borough. The Respondent awarded the Concession Agreement (the “**Successful Respondent**”) will be required to perform all services described in this RFP, and in all addenda issued hereunder.

1.2 Award of Contract

The award of the Concession Agreement, if made, will be made to the Respondent which CBP, in its sole discretion, deems to best meet the requirements and needs of CBP based upon price and other factors as described herein. The Successful Respondent shall be ready to begin operations no later than **September 30, 2020** (the “**Start Date**”) which include completion of all staffing, training, and other necessary measures to perform the services set forth in the Concession Agreement. It is expected that the Concession Agreement will become effective prior to the Start Date.

If the Successful Respondent is not a resident of the State of New Jersey, any contract award will be conditioned upon Respondent designating a proper agent to accept service of process located within the State. Additionally, if the Successful Respondent is a corporation not organized under the laws of New Jersey, the award of contract shall be conditioned upon the corporation promptly filing a certificate of doing business in the State of New Jersey pursuant to N.J.S.A. 14A:13-2, providing CBP with proof of same, and complying with the provisions of N.J.S.A. 14A:13-4.

The Successful Respondent shall be required to execute the Concession Agreement and deliver all required documents, within 10 days after notification of the contract award.

The Successful Respondent will be required to comply with the requirements of N.J.S.A. 10:5-1 et seq., N.J.A.C. 17:27 and N.J.S.A. 40A:11-18.

1.3 Communications

Notwithstanding the participation of several of Borough and CBP professionals in the RFP process, all communications with CBP concerning this RFP, shall be directed to the Project Representative (defined herein). In order to maintain the integrity of the procurement process, it is requested that all communications be in writing via email as described herein.

1.4 Mandatory Virtual Tour of CPAC and CPAC Facilities

The CBP shall provide and Respondent must review a video file showing a virtual tour of the CPAC and CPAC facilities in order to familiarize itself with the CPAC and the CPAC facilities subject to this RFP.

1.5 Reservation of Rights and Options by CBP with Respect to the RFP

By responding to the RFP, Respondents acknowledge and agree that CBP, in its sole discretion, reserves the following rights and options regarding any and all Proposals:

- (a) To abandon the RFP process, including the right to decline to award the Concession Agreement for any reason.
- (b) To accept the Proposal that best serve the interests of Borough and CBP in CBP's sole judgment.
- (c) To waive any condition, requirement or informality which would otherwise constitute non-conformance of the Proposal with the provisions of this RFP.
- (d) To reject any or all Proposals.
- (e) To reject incomplete or non-responsive Proposals, or Proposals not signed by an authorized representative of the Respondent.
- (f) To change or alter the terms and conditions of this RFP so long as copies of such changes are sent to all the persons/entities who have received a copy of the RFP.
- (g) To undertake all steps necessary to obtain or clarify information as requested or provided by any Respondent.
- (h) To interview any and all Respondents.
- (i) To make investigations it deemed necessary to determine the responsibility and qualifications of Respondent and the ability of Respondent to perform the Services (defined herein).

1.6 Conditions of CBP with Respect to the RFP

By responding to the RFP, Respondents acknowledge and consent to the following conditions relative to the submission, review and consideration of its Proposal:

- (a) The issuance of the RFP is not intended to, and shall not be construed to, commit the Borough or CBP to execute a contract with Respondent.

- (b) Neither the Borough or CBP, nor their agents, staff or consultants will be liable for any claims for damages resulting from the solicitation or receipt of Proposals, nor will there be any reimbursement to Respondent for the cost of preparing the Proposal or for participating in the Proposal process.
- (c) All Proposals will become the property of the Borough and CBP and will not be returned.
- (d) Failure of any Respondent to submit a Proposal that completely addresses the requirements of this RFP, at the times and in the manner specified in this RFP, may result in the rejection of the Proposal in the sole discretion of CBP.
- (e) All activities related to the provision of the Services required pursuant to this RFP as contained herein, shall be subject to compliance with all applicable Federal, State and local laws, regulations and requirements.
- (f) Any and all Proposals must be received by the Submission Date. Any Proposal not received by that time will not be considered.
- (g) In no event will the Borough or CBP assume liability for any loss, damage or injury that may result from any disclosure or use of any information contained in or submitted with a Proposal, including any proprietary information.

1.7 **CPAC Principal Spaces**

CPAC includes the following principal spaces:

- (a) **Main Auditorium:** 1,612 seats. A “mainstage” concert venue, open space floor for, among other uses: boxing/wresting, expositions, ice skating, wedding/banquets, and private events;
- (b) **Rooftop Lounge:** 180 seats. Rooftop stage; portable bar; flex-seating;
- (c) **Comedy/Jazz Club:** 300 seats (including tables and chairs); and
- (d) **Gallery Space:** Open lobby space for strolling through art exhibitions and gathering; and
- (e) **Multipurpose Room:** Includes seats with conference tables and chairs (the total number of seats is to be determined).

Successful Respondent will be responsible for providing all Food and Beverage Services and Catering Services (both as defined herein) for these principal spaces (the “**Spaces**”) including operations of the Rooftop Lounge, the Comedy/Jazz Club, and all concession locations throughout the CPAC. The floor plans for the CPAC are included in this RFP as **Exhibit B**.

1.8 CPAC Operator

CPAC is being operated by Global Spectrum L.P. d/b/a Spectra Venue Management (the “**Operator**”) pursuant an Operator’s Agreement. The Successful Respondent will be required to work closely with the Operator when providing the Services defined herein.

SECTION 2 SCOPE OF SERVICES

2.1 Services Being Procured

The Successful Respondent will be required to enter into the Concession Agreement if an award is made. The Concession Agreement requires the Successful Respondent to perform both: (1) Food and Beverage Services and (2) Catering Services (each defined herein and together, the “**Services**”) at the CPAC in compliance with all applicable laws and in accordance with the terms and provisions of this RFP.

2.2 Term of Concession Agreement

The term of the Concession Agreement shall begin on the Start Date and shall end on the last day of the month preceding the fifth anniversary of the Start Date. CBP may cancel the Concession Agreement, (i) with cause, at any time, by giving the Successful Respondent 30 days’ notice of default and sixty days’ notice of termination should such default not be cured and (ii) without cause, at any time, by giving the Successful Respondent 3 months’ notice provided that in the event of a termination pursuant to this Section 2.2(ii) the date of termination (the “**Termination Date**”) shall not be sooner than the third anniversary of the Start Date.

Upon termination of the Concession Agreement, either through expiration of the term or by notice of termination, the Successful Respondent will relinquish occupancy of all concession and catering facilities to the CBP upon the effective date of expiration of the term or the termination date, and will return all facilities, equipment, and other items furnished by the CBP in the condition in which received, reasonable wear and tear excepted. Successful Respondent will be responsible for all losses and damages to any facility within the CPAC resulting from its default, failure, or negligence during the term of the Concession Agreement.

Notwithstanding the above, the Successful Respondent shall be permitted to provide Catering Services for individual events that have contracted with the Successful Respondent prior to the Termination Date for events occurring after Termination Date and shall pay the percentage Catering Fee only.

2.3 Financial Relationship

The Successful Respondent will be an independent concessionaire in relation to the Borough and CBP and the award of the Concession Agreement shall not constitute a joint venture between the Successful Respondent and the Borough, the CBP or the Operator.

2.4 Food and Beverage Services

Successful Respondent shall operate and manage all food, beverage and catering facilities in CPAC, including the Rooftop Lounge and Comedy/Jazz Club (the “**Concession Facilities**”). Successful Respondent shall provide food and beverage services to all patrons attending public events at CPAC and (ii) all patrons of the Rooftop Lounge and Comedy/Jazz

Club when they are open to the public (the “**Food and Beverage Services**”).

2.4.1 Food and Beverage Services Days and Hours of Operations

- (a) Event Hours of Operations. Successful Respondent shall open and operate the applicable Concession Facilities during all scheduled events and performances at CPAC.
- (b) Non-Event Hours of Operations. In addition to the required Events Hours of Operations, Successful Respondent shall open and operate the Rooftop Lounge and Comedy/Jazz Club on the days and times as will be agreed to by the Successful Respondent, Operator and CBP which days and times may be changed from time to time by agreement of such parties. The goal of the CBP is to build public demand for the Concession Facilities so that all or some of such Concession Facilities can remain open to the public on all days that do not create a conflict with other public or private events at CPAC.

2.4.2 Hospitality Catering

Food and Beverage Services shall also include hospitality catering for all artists, performers, and acts performing at the CPAC. In coordination and cooperation with the Operator, the Successful Respondent will provide all food, beverage, and catering to meet all requirements of a rider for artists, performers, and acts performing at the CPAC. This requirement may include requirements to provide breakfast, lunch, and/or dinner to artist, performers, and acts, as well as any crew working to set up the performance at the CPAC.

This requirement shall not apply in the event that the artist, performer, or act performer CPAC specifically requires and negotiates separate hospitality catering from a separate vendor in its rider for performing at the CPAC which separate agreements shall be permitted under the Concession Agreement.

2.5 Catering Services

Successful Respondent shall provide catering services for private events at CPAC using any and all of the Concession Facilities including the preparation and service of food and beverages for guests attending the private events (the “**Catering Services**”). Private events shall include all events which are not open to the public at large. CBP internal catering (catering paid for directly by CBP) shall be provided at discounted prices. The discounted prices charged to CBP shall be 80% of the price for private events.

2.5.1 Restrictions on Catering Exclusivity

Successful Respondent shall have exclusive catering rights at the CPAC during the term of the Concession Agreement, except as follows:

- (a) CBP may exercise six mutually agreed upon carve-out days annually without

penalty;

- (b) Hospitality catering pursuant to the exception provided for in Section 2.4.2;
- (c) CBP internal catering; and
- (d) Executive and Community Board meetings.

2.6 Kitchen Facilities

Successful Respondent shall also be responsible for use and operation of the kitchen facilities at the CPAC. There is no full-service production kitchen on-site. CPAC's kitchens include refrigerators, cooktops, and venting. There is a general kitchen on the upper level and a warming kitchen on the main level. Lower level contains a liquor cage, plus freezer and refrigerator walk-ins. Pantries are provided to support events in various locations within the facilities.

Successful Respondent acknowledges that CBP owns fixed equipment including bars, walk in cooler, holding & warming cabinets and icemakers. A list of equipment and fixtures owned by the CBP available for use in performing the Concession Agreement is annexed hereto as **Exhibit C**. Successful Respondent shall be responsible for any repairs and replacement occasioned by its negligence. Successful Respondent shall be responsible for scheduling and payment of all routine scheduled maintenance on equipment as directed by CBP.

There are various storage areas throughout the CPAC and one loading dock that, depending on the size of the delivery, may be available for delivery of supplies for the Services.

2.7 Marketing

Successful Respondent shall be responsible for all marketing efforts for the Rooftop Lounge and Comedy/Jazz Club and for Catering Services. All marketing efforts and materials are subject to the approval of the Operator and CBP. Respondents shall include in their Proposal a proposed marketing budget and a proposed marketing plan.

All catered events shall be booked thru the Operator and with the Operator's prior approval.

2.8 Contract Fee

Successful Respondent shall pay to the CBP a "**Contract Fee**" which shall be the greater of a fixed monthly fee of \$7,500 or the sum of: (i) a percentage of gross revenues net of taxes generated from Catering Services (the "**Catering Fees**") and (ii) a percentage of gross revenues net of taxes generated from Food and Beverage Services net of taxes (the "**Food and Beverage Fees**"). Payment to CBP of the Contract Fee shall be made on a monthly basis no later than the fifteenth (15th) day following the last day of the applicable month.

2.8.1 Monthly Accounting

Successful Respondent must acknowledge and agree that it shall provide to the CBP a monthly accounting showing gross revenues net of taxes from all Food and Beverage Services and Catering Services. All monthly reports shall be due no later than the fifteenth (15th) day following the last day of the applicable month.

2.8.3 Access to All Records

Successful Respondent must acknowledge and agree that CBP shall have access to all books and records regarding the operation of Food and Beverage Services and Catering Services. CBP shall have the right to require the performance of an audit of all financial records related to the provision of Services at the sole cost of the Successful Respondent.

2.9 Licenses and Permits

Successful Respondent shall obtain all necessary licenses and permits for providing the Services and shall furnish copies of such licenses to the CBP no less than 30 days from the opening of the CPAC. The CBP will reasonably cooperate with the Successful Respondent in applying for, obtaining, and maintaining such licenses, permits, and accreditation.

2.10 Liquor License

Respondents must be eligible to obtain a liquor license from the New Jersey Division of Alcoholic Beverage Control. Successful Respondent shall apply for a concessionaire liquor license necessary for the service of liquor at CPAC that will be managed by the Successful Respondent. Successful Respondent will be responsible for all fees and compliance requirements as outlined by the State of New Jersey.

2.11 Trash and Recycling

Successful Respondent shall be responsible for the removal of all wet and dry trash and recycling generated by its use of Concession Facilities at the CPAC, including all trash from the kitchen facilities which trash and recycling shall be deposited at the locations designated by CBP. Successful Respondent shall comply with recycling protocols which include single stream recycling. CBP shall arrange and pay for all regular trash pick-ups from CPAC.

Successful Respondent has full responsibility for sanitation in all food preparation areas. Successful Respondent shall be responsible for cleaning floors, walls up to six feet above floor level, equipment and exhaust hoods and filters. Successful Respondent has full responsibility for regular daily cleaning in all food and beverage service areas, including cleaning of tables, chairs, and spills, removal of all garbage to designated location, cleaning of all bars, counter, cabinets, and other surfaces. Following a catered event, Successful Respondent is responsible for cleaning of all spaces where the event occurred. Once-daily vacuuming, periodic carpet cleaning, and window washing is the responsibility of CBP.

2.12 Required Dining Inventory

Successful Respondent shall maintain an inventory of china, glass, silver, catering wares, service wares, and small wares. Successful Respondent shall provide all tables, chairs and linens for all Catering Services (other than such bars, chairs and tables as are owned by CBP and used on the Rooftop Lounge or in the Comedy/Jazz Club).

2.13 Signage and Menus

Successful Respondent shall bear the costs and expense for all signage and production of menus for all Services. CBP shall have the absolute right to deny or to remove any signage of the Successful Respondent, in the CBP’s sole discretion.

2.14 Emergency Protocols and Procedures

Successful Respondent shall immediately notify emergency responders in the event of fire or another emergency by calling 911. Successful Respondent shall then immediately notify the CBP, immediately following notification to emergency services. Successful Respondent shall train all employees to respond to fire, civil defense, bomb threats, evacuations, and other emergencies based on procedures established by CBP. Successful Respondent’s staff will take part in CBP emergency training.

Successful Respondent will give prompt written notice of any fire or other damage occurring at CPAC and a copy of all notices received by the Successful Respondent of any claim for bodily injury occurring within the building to a designated CBP representative. In addition, the Successful Respondent is required to give prompt notice of any injury sustained by any of its employees or agents.

2.15 Allocation of Additional Responsibilities

In addition to the requirements stated in this Section of the RFP, additional responsibilities shall be allocated between the Successful Respondent and the CBP as follows:

Responsibility	CBP/Operator	Successful Respondent
Space for pre-performance dining, intermission bars, and private events as described herein	X	
Structural repairs and maintenance to building, (including floors, membranes, walls, ceilings, plumbing, and electrical) unless caused by Successful Respondent negligence, excluding routine	X	
Public common area maintenance including window washing, re-lamping, and ceiling maintenance	X	
Kitchen equipment as currently exists	X	
Utilities	X	

Trash dumpsters and removal from facility	X	
Pest Control		X
POS Server, if needed		X
China, glass and silver inventory		X
Catering wares and loose kitchen equipment; chairs, tables and linens		X
Tables, chairs and linens for catering events in the performance areas		X
Security for all public events	X	
Maintenance of reservation book for events	X	
Office/Desk space for Provider management and staff (for up to four)	X	
Start-up and pre-opening costs related to Services		X
Supplies including but not limited to food, beverage, disposables, condiments, uniforms, plates, cups, utensils, serving dishes		X
Staffing for all Services		X
Scheduling of and payment for all regular maintenance on kitchen equipment including but not limited to cleaning of grease traps		X
Kitchen equipment repair occasioned by negligence		X
Provision of furniture and décor elements for lobbies	X	
Provision of coat check for private events as required		X
Provision of all required office equipment including computers, printers and phones		X

**SECTION 3
INSTRUCTIONS FOR PREPARATION AND
SUBMISSION OF PROPOSALS**

3.1 Submission Procedures

3.1.1 Time and Place of Proposal Opening

Proposals shall be submitted to CBP no later than the Submission Date. Respondents shall submit their proposals to the “**Project Representative**” at the below address:

Diana St. John
Director of Community Development
61 Cooke Avenue
Carteret, New Jersey 07008
Email: stjohnd@carteret.net

Submissions shall be made by any one of the following delivery methods:

- (1) Email to the Project Representative with the Proposal as an attachment. The subject line of the email shall include: (i) the name of the Respondent; and (ii) “**SEALED PROPOSAL: CPAC FOOD AND BEVERAGE SERVICES.**” The CBP shall **not** accept any Proposals by secured link, dropbox, or link to webpage. The body of the email to the Project Representative must include both the name and address of the Respondent; or

Hand delivery, mail/return receipt requested or overnight mail. Respondents may submit a thumbdrive, flashdrive or external storage drive containing each Proposal which shall be enclosed in an opaque, sealed envelope or otherwise boxed, marked with the name and address of the Respondent. The outside of the envelope shall be clearly marked “**SEALED PROPOSAL: CPAC FOOD AND BEVERAGE SERVICES.**” deadline will be marked “received late” and will be returned unopened to the Respondent.

3.1.2 Addenda or Amendments to the Proposal

Questions pertaining to the RFP must be submitted via email to the Project Representative not later than August 14, 2020. No oral interpretations and responses will be made.

During the period provided for the preparation of Proposals, CBP may issue addenda or amendments to the RFP. These addenda will be numbered consecutively and will be sent via email to entities that requested an RFP via email. The addenda will be issued by, or on behalf of, CBP and will constitute a part of the RFP. Each Respondent is required to acknowledge receipt of all addenda at the time of submission of the Proposal by submitting an executed acknowledgment form (**Exhibit D, Form D-5**). All Proposals shall be prepared with full consideration of the addenda issued prior to the Proposal submission date. Failure of the

Respondent to receive any addenda shall not relieve the Respondent from any of the requirements of the RFP.

3.1.3 Withdrawal of Proposal

A Respondent may not withdraw its Proposal once it has been submitted.

3.3 Submission Requirements

3.3.1 Organization

Each Proposal submitted in response to the RFP shall consist of the following:

Section I.	Cover Letter (Form D-1)
Section II.	General Information (Including all <u>required</u> forms, Exhibit D)
Section III.	Management Information
Section IV.	Financial Information
Section V.	Information Concerning Experience and Proposed Services
Section VI.	Supplemental Information
Section VII.	Proposal (including D-6)

3.3.2 Form

Respondent shall provide the appropriate information required in accordance with the following content and format requirements.

- (a) All related information shall be bound as a single document, unless that is impractical.
- (b) The responses shall be concise, clear, factual, and complete with a minimum of extraneous material.
- (c) The Proposal shall be indexed and sectioned and shall be prefaced with a table of contents.

3.4 Specific Requirements for Each Proposal

3.4.1 Cover Letter and Signature Requirements (Section I)

CBP must receive, together with each Proposal, the one original cover letter on Respondent's official letterhead (in form and content exactly as set forth in Form D-1). The cover letter must be signed by an Authorized Representative who is empowered to sign the Proposal and commit the Respondent to the obligations contained in the Concession Agreement. A certificate attesting to such authorization must be attached to the cover letter. If Respondent is a partnership, the Proposal shall be signed in the name of the firm by one or more of the general partners. If Respondent is a corporation, the authorized officer shall sign his name and his title

beneath the full corporate name. If Respondent is a joint venture, the joint venture authorized to execute the Proposal by the terms of the joint venture agreement must execute the Proposal. Anyone signing the Proposal as agent must file with it, legal evidence of his or her authority to execute such Proposal.

All forms that require signatures of the Respondent shall be signed by the same individual(s) signing the cover letter in Form D-1.

3.4.2 General Information (Section II)

Section II of the Proposal shall contain the following general information about the Respondent:

- (a) The name, address, telephone number, and email address for the Respondent's primary business office.
- (b) The parent company and any subsidiary or affiliated companies of the Respondent, giving the names, addresses and telephone numbers of each such company.
- (c) If Respondent is a corporation, date of incorporation, State of incorporation, president's name, vice president's name(s), secretary's name, treasurer's name.
- (d) If Respondent is a partnership, date of organization, type of partnership, name(s) of general partner(s).
- (e) If the Respondent is individually owned, date of organization and name of owner.
- (f) State whether Respondent ever failed to complete any public contract awarded to it.
- (g) State whether there are any judgments, claims, arbitration proceedings or lawsuits pending or outstanding against your Respondent or its officers.
- (h) Provide a complete list of all criminal charges brought against Respondent or its owners or officers and the disposition of all such criminal charges.
- (i) Submit a non-collusion affidavit pursuant to N.J.S.A. 52:34-15 (Form D-3).
- (j) Submit a certificate indicating that Respondent will afford equal opportunity in performance of the Concession Agreement in accordance with an affirmative action program approved by the State Treasurer (Form D-4).
- (k) Submit a New Jersey Business Registration Certificate.
- (l) State whether Respondent or any of its owners or officers have ever declared

bankruptcy.

3.4.3 Management Information (Section III)

Section III of the Proposal shall include the following information concerning the Respondent and its management:

- (a) Respondent shall provide resumes for its key personnel including names, years of experience and specialized training, as applicable.
- (b) Respondent shall provide a project management plan, including a proposed staffing chart indicating the number of employees it anticipates utilizing in performance of the Services.
- (c) A listing of all restaurants, bars, catering business or other similar facilities/businesses Respondent has owned or operated within the past ten years. Included in this list shall be the name of the business/facility, the location of the business/facility, and annual budget of the Food and Beverage operations, and the annual number of patrons at the facility.
- (d) Respondent shall describe briefly any occasion in which Respondent, any officer or owner of the Respondent, has ever been disqualified, removed, or otherwise prevented from bidding on, participating in, or completing a Federal, state, or local governmental project because of a violation of law, administrative code provision or safety regulation.
- (e) Respondent shall describe briefly any occasion in which Respondent has been in a position of default in a Federal, state or local government project, such that payment proceedings and/or execution on a payment, performance or bid bond, letter of credit, surety or guaranty have been undertaken.
- (f) Respondents shall provide in their Proposal a proposed timeline for implementation of the Services.

3.4.4 Financial Information (Section IV)

Section IV of the Proposal shall provide the necessary records for the CBP to determine that the Respondent has the sufficient financial capacity to perform the requirements of the Concession Agreement including:

- (a) A description of all major financial commitments presently outstanding and their bearing on Respondent's financial ability to provide the Services. Provide a list of Respondent's liabilities and contingent liabilities.
- (b) A letter(s) from a bank or other evidence that demonstrates Respondent has access to sufficient capital to acquire the initial inventory and other equipment required

to commence the provision of all Services and access to a letter of credit for an amount equal to one (1) year of estimated operating costs.

- (c) A statement as to the net worth of each principal of the Respondent.

3.4.5 Information Concerning Experience and Proposed Services (Section V)

Section V of the Proposal shall include the following information related to the provision of the Services by Respondent:

- (a) A narrative description of experience with the provision of services similar to the Food and Beverage Services.
- (a) A narrative description of experience with the provision of services similar to the Catering Services.
- (b) A listing of all professional organizations of which Respondent or Respondent's employees are members, along with any honors or awards bestowed upon the Respondent or Respondent's employees related to Food and Beverage Services, Catering Services, or culinary achievements.
- (c) A sample menu for Food and Beverage Services with sample prices. Indicate if such menu will be different depending on the event (i.e. boxing match, concert, show) or if different for different areas of CPAC (i.e. Rooftop Lounge, Comedy/Jazz Club).
- (d) A sample Catering Services menu with a sample price list.
- (e) A proposed marketing budget and marketing plan for Catering services.
- (f) A proposed marketing budget and marketing plan for the Rooftop Lounge and the Comedy/Jazz Club.
- (g) Suggested days and hours for the operation of the Rooftop Lounge and the Comedy/Jazz Club for use by the general public.

3.4.6 Supplemental Information to be Provided at Respondent's Option (Section VI)

Respondent may include in Section VI any other information that it deems relevant or useful for CBP to consider in qualifying the Respondent. Superfluous information should be avoided. If Respondent does not wish to submit additional information, indicate by the word "None".

3.4.7 Proposal – Contract Fee (Section VII)

Section VII shall include the applicable Proposal Form and the following information:

- (a) Proposed Contract Fee, including: (i) the proposed Food and Beverage Fee and (ii) the proposed Catering Fee.
- (b) Estimated Capital investment to acquire inventory and equipment to commence the provision of these Services
- (c) Estimated Operating Costs for one year.
- (d) Acknowledgment of submission of all required forms.

SECTION 4 EVALUATION OF PROPOSALS

4.1 General

The objective of CBP in seeking responses to this RFP is to enable it to select an entity that will provide the most complete, dependable and responsive Services. Each Section of the Proposal will be evaluated in terms of the reasonableness of the claims and/or commitments made, the completeness of the data provided, the ability of Respondent to perform, and conformance with the requirements of the RFP. All Proposals submitted in accordance with the requirements of this RFP will be reviewed for completeness and responsiveness. PROPOSALS FROM RESPONDENTS THAT DO NOT MEET THE MINIMUM QUALIFICATIONS CRITERIA WILL BE CONSIDERED BY THE CBP TO BE NON-RESPONSIVE, UNLESS SUCH QUALIFICATIONS ARE OTHERWISE WAIVED BY THE CBP. CBP, in its sole discretion, will decide if a Respondent meets the minimum qualifications.

4.2 Evaluation Process

Proposals will be evaluated by the Selection Committee appointed by CBP. Each Proposal will be evaluated based on the enumerated criteria weighted to meet CBP's needs in accordance with N.J.S.A. 40A:11-4.4(b). The Concession Agreement will be awarded to the Respondent whose Proposal is the most advantageous to CBP, price and other factors considered.

The following criteria shall be considered and weighted in accordance with the following:

1. Management Criteria: 35%
2. Financial Capacity of the Respondent: 15%
3. Services and Experience Criteria: 20%
4. Proposed Contract Fees/Cost Criteria: 30%

Each category listed in 1 through 4 above shall be evaluated based on a 1 to 10 scale (ten being the most favorable) and then multiplied by the weighted factor to determine a total score. CBP shall also take into account (i) the ability of Respondent to demonstrate a clear understanding of the Services and CBP's objectives as identified in the RFP, (ii) the extent of the completeness and overall responsiveness of the proposal to the requirements of the RFP, (iii) Respondent's responses to the information requested in these specifications and (iv) the information submitted by Respondent, as required by these specifications.

4.3 Interviews (Optional)

CBP may, at its discretion, schedule interviews, after review of the Proposals, with any or all Respondents for the purpose of further evaluation of Respondent's capabilities, qualifications and expertise to provide these Services.

4.4 Additional Information

CBP reserves the right to request additional documentation from Respondents, after receipt of Proposals.

EXHIBIT A

CONCESSION AGREEMENT

This CONCESSION AGREEMENT (“**Agreement**”), made as of this _____ day of _____, 2020, and effective as of _____, 2020 (the "Effective Date"), is entered into by the Carteret Business Partnership, hereinafter referred to as "CBP" and _____, hereinafter referred to as "Concessionaire" (together, CBP and Concessionaire, the “**Parties**”).

WHEREAS, the Borough owns the land upon which the Carteret Performing Arts and Events Center (“CPAC”) is located in Carteret, New Jersey; and

WHEREAS, CBP is owns the CPAC; and

WHEREAS, Global Spectrum L.P. d/b/a Spectra Venue Management (the “**Operator**”) is the operator of CPAC pursuant to the Operator’s Agreement dated December 1, 2016; and

WHEREAS, the CBP prepared and advertised a Request for Proposal (the “**RFP**”) seeking proposals for a contract for Food and Beverage and Catering Services at the CPAC; and

WHEREAS, following receipt, evaluation, and scoring proposals, the proposal submitted by Concessionaire (the “**Proposal**”) was the highest scored proposal; and

WHEREAS, Concessionaire and CBP have agreed to enter into this Agreement, incorporating the terms and conditions of the RFP and the Proposal, which will be effective on the Effective Date for providing the Food and Beverage concession services at CPAC by Concessionaire under the financial terms as set forth herein: and

WHEREAS, Concessionaire and CBP desire to reduce to writing their understanding concerning the Food and Beverage concession services at CPAC by Concessionaire commencing on the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants, hereinafter specified to be kept and performed by the Parties hereto,

IT IS HEREBY AGREED, by and between CBP and Concessionaire as follows:

1. **TERM OF AGREEMENT:** The term of this Agreement shall commence on the Effective Date and shall expire on the fifth anniversary of the Effective Date (the “**Term**”).
2. **INCORPORATION OF THE RFP AND PROPOSAL:** The Parties agree that this Agreement, incorporated the terms and conditions set forth in the RFP issued by the CBP and the Proposal submitted by Concessionaire. To the extent that the terms contained in this Agreement conflict with either the RFP or Proposal, the Agreement shall govern. If the terms of the RFP

and the Proposal conflict, then the RFP shall govern.

3. **SERVICES PROVIDED BY CONCESSIONAIRE:** Subject to the terms of this Agreement, Concessionaire, as an independent Concessionaire, shall have the sole and exclusive right to perform: (i) Food and Beverage services at CPAC; and (ii) Catering Services at the CPAC, pursuant to paragraph 3(D) below (collectively the “**Services**”). The Parties agree that the scope of the Services shall be consistent with requirements described and set forth in the RFP. CBP and Concessionaire agree that they shall cooperate reasonably with each other to permit Concessionaire to carry out its duties under this Agreement, including coordination and cooperation with the Operator. Concessionaire shall oversee, coordinate, organize, manage, direct, and facilitate these Services as more particularly set forth herein and in accordance with the terms of this Agreement, including the RFP and the Proposal. Concessionaire shall perform the Services on a day-today basis and shall maintain all facilities utilized for Food and Beverage Services and Catering Services in a high-quality, efficient, economical, and business-like manner. Concessionaire agrees to keep these facilities in good order and condition. During the Term, and subject to the provisions hereof, Concessionaire shall perform, without limitation, the following;

- A. Food and Beverage Services. Concessionaire shall manage and operate the Food and Beverage Services at the CPAC which shall include the operation and management of: (i) all bars and concession facilities (the “**Concession Facilities**”) servicing patrons attending public events at CPAC; (ii) hospitality catering; (iii) the Rooftop Lounge; and (iv) the Comedy/Jazz Club (the collectively the “**Food and Beverage Services**”). Concessionaire shall offer a reasonable priced array of Food and Beverage items for sale to the patrons of CPAC. Concessionaire shall be responsible for the production of signage and menus for the Concession Facilities, the Rooftop Lounge, and the Comedy/Jazz Club. Concessionaire shall bear the costs and expense for all signage and production of menus for all Services. CBP shall have the absolute right to deny or to remove any signage of the Successful Respondent, in the CBP’s sole discretion
- B. Hours of Operations. Concessionaire shall open and operate the Concession Facilities during all scheduled events and performances at CPAC (the “**Event Hours of Operations**”). In addition to the required Events Hours of Operations, Concessionaire shall open and operate the Rooftop Lounge and Comedy/Jazz Club on the days and times as will be agreed to by the Concessionaire, Operator and CBP which days and times may be changed from time to time by agreement of such parties. Notwithstanding the need to agree with the Operator and CBP on the days and time, Concessionaire shall be prepared to open and operate the Rooftop Lounge and Comedy/Jazz Club at least five (5) days per week. The CBP and Concessionaire may agree to alter the days and hour of operations depending on the demand, weather conditions, etc.
- C. Hospitality Catering. Food and Beverage Services shall also include Hospitality Catering for all artists, performers, and acts performing at the CPAC. In coordination and cooperation with the Operator, the Concessionaire will provide all food, beverage, and catering to meet all requirements of a rider for artists, performers, and acts performing at the CPAC. This requirement may include requirements to provide breakfast, lunch,

and/or dinner to artist, performers, and acts, as well as any crew working to set up the performance at the CPAC. Except that this requirement shall not apply in the event that the artist, performer, or act performer CPAC specifically requires and negotiates separate Hospitality Catering from a separate vendor in its rider for performing at the CPAC.

- D. Catering Services. Concessionaire shall also provide catering services for private events at CPAC including the preparation and service of food and beverages for guests attending the private events (the “**Catering Services**”). Private events shall include all events which are not open to the public at large. CBP internal catering (catering paid for directly by CBP) shall be provided at discounted prices. The discounted prices charged to CBP shall be 80% of the price for private events. Concessionaire shall have exclusive catering rights at the CPAC during the term of the Agreement, except as follows: (i) CBP may exercise six (6) mutually agreed upon carve-out days annually without penalty; (ii) Hospitality Catering pursuant to the exception enumerated in paragraph 3(C) of this Agreement; (iii) CBP internal catering; and (iv) Executive and Community Board Meetings.
- E. Kitchen Facilities. Concessionaire acknowledges that CBP owns the fixed equipment including bars, walk in cooler, holding & warming cabinets and icemakers. Concessionaire shall be responsible for any repairs and replacement occasioned by its negligence. Concessionaire shall be responsible for scheduling and payment of all routine scheduled maintenance on equipment as directed by CBP.
- F. Emergency Contacts. Concessionaire will provide CBP with the names and telephone numbers of at least two qualified persons who can be called by CBP representatives when emergency conditions occur during hours when Concessionaire's normal work force is not present. CBP shall call for such assistance only in the event of a genuine and substantial emergency.
- G. Equipment, Inventory and Supplies. Concessionaire shall maintain an inventory of china, glass, silver, catering wares, service wares, and small wares. Concessionaire shall provide all tables, chairs and linens for all Catering Services (other than such chairs and tables as are owned by CBP and used on the Rooftop Lounge or in the Comedy/Jazz Club). Concessionaire will replace and repair such items as necessary.
- H. Employees. Concessionaire agrees to recruit, hire, pay, train, supervise and discharge all employees necessary for the performance of its obligations under this Agreement including, but not limited to, the Food and Beverage manager. All employees shall be the employees or independent Concessionaires of Concessionaire and not of CBP. All matters pertaining to the employment of such employees or independent Concessionaires shall be the sole responsibility of Concessionaire, and CBP shall bear no responsibility or liability, therefore. Concessionaire shall establish, administer, and maintain the payroll procedure and systems for Concessionaire’s employees at CPAC and shall be responsible for overseeing the benefits to, and handling the appropriate payroll deductions for, individual employees. Benefits shall be limited to vacations, sick leave, medical insurance coverage, and 401(k) plan, as determined by Concessionaire in its sole

discretion. Concessionaire shall fully comply with all applicable laws and regulations concerning workers' compensation, social security, unemployment, tax withholding and reporting, hours of labor, wages, working conditions and all other laws affecting or respecting the employment of such employees or independent Concessionaires. Concessionaire shall have no authority to enter into any employment Agreement which purports to be on behalf of CBP, or which otherwise obligates CBP in any respect. Concessionaire shall comply with Federal and State employment laws.

- I. Discounts. Concessionaire shall utilize any national purchase discounts which it may obtain from vendors for products or services in performance of the Services under the Agreement, which may include inventory, equipment, supplies, insurance coverage, Food and Beverage goods, and retail hard and soft goods.
- J. Supervision. Concessionaire shall supervise its on-site staff charged with executing all or part of the Services described in this Agreement.
- K. Marketing Budget and Plan. Consistent with the requirements described in Section 2.7 of the RFP, Concessionaire shall create and implement an annual marketing budget and marketing plan for the Catering Services, the Rooftop Lounge, and the Comedy/Jazz Club which shall be submitted and reviewed by the CBP no later than November 15 of the preceding year as set forth in Section N(ii) of this Agreement. All marketing materials are subject to approval by the CBP. The marketing plan will include a program of editorial coverage, public relations, and promotion to increase public awareness of these Services. The marketing plan shall include provisions for special events, paid advertising (including print, cable, internet, and radio), barter opportunities, direct mail, and media and public relations campaigns. Concessionaire shall also coordinate and oversee other third-party Concessionaires' work in connection with the design, content, layout and production of advertising and collateral materials for use in promotion of the Services.
- L. Revenue Collection. Concessionaire will collect all revenue from the Food and Beverage Services and Catering Services and shall maintain an accurate record of all transactions.
- M. Cash Register/Point of Sale System. Concessionaire will record all receipts derived from the operation of the Food and Beverage Services, from whatever source, on cash registers and/or point of sale systems capable of recording detailed daily transaction information. Original detailed transaction information must be retained for three (3) years. This information shall be shared with CBP upon request, in paper and/or electronic format. The cost of purchasing and maintaining the cash register/point of sale system shall be the sole responsibility of Concessionaire.
- N. Accounting. Concessionaire, shall provide all separate budgeting, bookkeeping and reporting services for the Services. Further, all software, programs, manuals and the like related to the point-of-sale and accounting systems shall remain the property of Concessionaire pursuant to any licensing, use, or purchase agreements entered by Concessionaire:

- i. Concessionaire agrees to maintain accurate daily records of Revenues, and CBP's designated agents or employees shall have the right, on reasonable prior notice to Concessionaire, to examine or extract memoranda from the point-of-sale records, accounts or books of the Revenues collected by Concessionaire. These records shall separately list all Revenues from: (i) Food and Beverage Services; and (ii) Catering Services.
- ii. Concessionaire shall prepare and deliver to a CBP representative for its review, no later than November 15th of each year (except for the first full calendar year when Concessionaire shall prepare and deliver to CBP no later than sixty (60) days after commencement of this Agreement) for the duration of this Agreement for the following calendar year: (a) an annual operating budget, including a comparison to the annual operating budget for the immediately preceding year (if available) and a projection of anticipated monthly revenues for the Services for the following calendar year, broken down between Catering Services and Food and Beverage Services, including, without limitation, a reasonable contingency and anticipated working capital requirements for the facilities within the CPA utilized by Concessionaire in performing the Services for the year; (b) a capital improvements budget for the next calendar year, and (c) a general marketing and operational program with respect to the Services, including, without limitation, operating policies, standards for operations and quality of service standards (collectively, the "Annual Budget and Program").

O. Meeting with CBP Representatives. Concessionaire shall, at the request of either party, periodically consult with CBP regarding the Services and its operations at a time, date and place designated by CBP. CBP shall designate an individual or a Committee to consult and meet with Concessionaire monthly or more frequently as reasonably requested by CBP. Concessionaire will be available to meet with CBP representatives during CBP's annual budget cycle.

P. Operating Expenses. Except as provided for to the contrary herein. Concessionaire shall be responsible for paying all expenses incurred in performing the Services under this Agreement. Operating expenses shall include, but not be limited to: all Concessionaire staff payroll, insurance costs, payroll taxes, professional memberships, expenses for catering operations, Food and Beverage operation, accounting, marketing, license fees, equipment leases, equipment maintenance, custodial maintenance, the cost of all inventory, utilities costs (including telephone, cable, trash removal, and electric). Provided however, Concessionaire shall not be responsible for the payment of real estate/property taxes (other than Concessionaire-owned property) and/or debt service attributable to any current or future indebtedness secured by CPAC these obligations shall be solely the responsibility of CBP during the Term of the Agreement.

Q. Standards of Operation. Concessionaire shall operate facilities at the CPAC utilized in performing the required Services under this Agreement in a professional, competent and cost-effective manner, consistent with the management of other facilities of the same size

and quality in the area.

- i. Concessionaire recognizes that, although it is operating the Food and Beverage concession for profit, Concessionaire, its agents and employees will devote its efforts toward rendering courteous service to the public with a view of adding to the enjoyment of the patrons at the CPAC.
- ii. Concessionaire shall operate and manage the Catering Services at the CPAC in a business-like manner and will not permit any acts or conducts on the part of its employees that would be detrimental to the CPAC or the CBP.
- iii. Settlements of disputes with customers regarding sale or service shall in the first instance be under the control of Concessionaire and shall be handled in accordance with the policy prevailing in Concessionaire's business.
- iv. Concessionaire's staff shall be required to wear uniforms.

R. Cleaning, Trash and Recycling. Each day, Concessionaire shall be responsible for opening and closing of all facilities utilized in: (i) Food and Beverage Services; and (ii) Catering Services. Concessionaire shall be responsible for the removal of all wet and dry trash generated by its use of facilities at the CPAC, including all trash from the kitchen facilities and the facilities operated by the Concessionaire pursuant to this Agreement. All trash and recycling shall be deposited at the CBP designated locations. Concessionaire shall comply with recycling protocols which include single stream recycling. Concessionaire has full responsibility for sanitation in all food preparation areas. Concessionaire shall be responsible for cleaning floors, walls up to six feet above floor level, equipment and exhaust hoods and filters. Concessionaire has full responsibility for regular daily cleaning in all food and beverage service areas which shall include cleaning of tables, chairs, and spills, removal of all garbage to designated location, cleaning of all bars, counter, cabinets, and other surfaces. Following a catering event, Concessionaire is responsible for cleaning of all spaces in which the event occurred.

S. Additional Responsibilities. Pursuant to Section 2.15 of the RFP, Concessionaire agrees to the following responsibilities: (i) pest control; (ii) POS server; (iii) China, glass and silver inventory; (iv) catering wares and loose kitchen equipment, chairs, tables and linens; (v) start-up and pre-operating costs related to the Services; (vi) supplies, including, but not limited to food, beverage, disposables, condiments, uniforms, plates, cups, utensils, serving dishes; (vii) staffing for all services; (viii) scheduling of a payment for all regular maintenance on kitchen equipment including but not limited to cleaning of grease traps; (ix) kitchen equipment repair occasioned by negligence; (x) provision of coat check for private events as needed; and (xi) provision of all required office equipment including computers, printers, and phones.

4. **CBP'S RESPONSIBILITIES:** During the Term of this Agreement, CBP's responsibilities shall be as follows: CBP shall permit Concessionaire to occupy CPAC and cooperate with Concessionaire to enable them to accomplish the tasks and services set forth in this Agreement. CBP shall monitor and evaluate Concessionaire performance for compliance with the terms of this Agreement; and periodically inspect the Food and Beverage facilities to determine if custodial functions are adequate.

5. **INSURANCE:** Concessionaire agrees, at its sole cost and expense, to obtain public liability insurance naming CBP as an additional insured by policy endorsement of the types and of the amounts set forth below. Concessionaire shall furnish to CBP certificates of insurance or copies of the policies evidencing the required insurance on the effective date of this Agreement and shall thereafter furnish new certificates thirty (30) days prior to the expiration date of the previous certificates. The type and amount of insurance to be obtained is as follows:

Comprehensive General Public Liability	\$1,000,000 combined single limit for bodily injury and property damage
Property Insurance	Amount sufficient to cover buildings and contents of Concession Premises
Comprehensive Auto Liability	\$100,000 per person bodily injury \$1,000,000 per occurrence
Property Damage	CBP to provide replacement cost coverage for buildings to include maintenance, cart barn, clubhouse, pavilion and pump house
Liquor Liability	\$1,000,000 limit
Workers Compensation	As required by State of New Jersey

All insurance policies required hereunder shall contain a provision requiring the insurer to notify Concessionaire and CBP at least thirty (30) days in advance of any cancellation or termination of such policy and satisfactory waiver of subrogation provisions. Concessionaire may secure such insurance as a part of a blanket policy wherein the blanket policies shall have dedicated coverage to the Concession Premises in the amounts set forth above.

6. **CONTRACT FEE:** Concessionaire shall pay to the CBP on monthly basis a Contract Fee which shall be the greater of a fixed monthly fee of \$7,500 or the sum of: (i) a percentage of gross revenues generated from Catering Services net taxes (not less than 15%) (the “**Catering Fees**”) and (ii) a percent of gross revenues generated from Food and Beverage Services net taxes (not less than 15%) (the “**Food and Beverage Fees**”). Payment to CBP shall be made no later than fifteenth (15th) day of the following month.

Year One:

Category of Gross Revenue	Percentage of Gross Revenue
Catering Fees	%
Food and Beverage Fees	%

Year Two:

Category of Gross Revenue	Percentage of Gross Revenue
Catering Fees	%
Food and Beverage Fees	%

Year Three:

Category of Gross Revenue	Percentage of Gross Revenue
Catering Fees	%
Food and Beverage Fees	%

Year Four:

Category of Gross Revenue	Percentage of Gross Revenue
Catering Fees	%
Food and Beverage Fees	%

Year Five:

Category of Gross Revenue	Percentage of Gross Revenue
Catering Fees	%
Food and Beverage Fees	%

7. **MONTHLY ACCOUNTING/RECORDS:** Concessionaire shall provide to the CBP a monthly accounting showing gross revenues net of taxes from: (i) Food and Beverage Services and (ii) Catering Services. All monthly reports shall be due no later than the fifteenth (15th) day following the last day of the applicable month. CBP shall have access to all books and records regarding the operation of Food and Beverage Services and Catering Services. CBP shall have the right to require the performance of an audit of all financial records related to the provision of Services at the sole cost of the Concessionaire.

8. **INTEREST:** Any interest due to either Concessionaire or CBP pursuant to this Agreement shall accrue at a rate equal to the prime rate publicly announced by Bank of America on the date such interest began to accrue which shall be thirty (30) days after the date due. Except as otherwise specifically provided herein, interest on any payment due by either party to the other hereunder shall be payable from and after the thirtieth (30th) day after the date upon which such payment was due if such payment is not timely made.

9. **DEFAULT AND REMEDIES:**

A. **CBP's Default.** The following shall constitute an event of default (“**Event of Default**”) by CBP under this Agreement:

i. Breach by CBP of any material provision of this Agreement; or

- B. Concessionaire's Default. The following shall constitute an event of default (“**Event of Default**”) by Concessionaire under this Agreement:
- i. Failure to staff, manage and operate the Food and Beverage Services and/or Catering Services in accordance with provisions of this Agreement, subject to abnormal weather conditions, acts of God, or other events or conditions beyond the reasonable control of Concessionaire;
 - ii. Breach by Concessionaire of any material provision of this Agreement; or
 - iii. Concessionaire makes an assignment for the benefit of its creditors, or becomes a party for more than thirty days, to any voluntary or involuntary insolvency proceedings, bankruptcy proceedings or reorganization.
- C. Notice of Default. When either party to this Agreement believes that the other party (the "Defaulting Party") has committed an Event of Default, it shall give written notice thereof to the Defaulting Party, and the Defaulting Party shall, except in the case of a failure to insure, have ten (10) days in the event of a payment default, or such longer period (not to exceed a period of thirty (30) days unless the Defaulting Party has begun to cure within the thirty (30) day period and is diligently pursuing such cure) as shall be reasonably necessary due to weather, growing conditions, or other such factors beyond the reasonable control of the Defaulting Party, within which to cure the default.
- D. Remedy. If the Defaulting Party does not cure the default within the grace period provided in Paragraph 9C above, the other party may terminate this Agreement on five days written notice to the other party and pursue all rights and remedies available in law or equity; including payment of accrued amounts subject to legitimate offsets.

10. **TERMINATION AND CANCELLATION:**

- A. Automatic Termination. This Agreement shall automatically terminate upon expiration of the Term of the Agreement unless extended at the option of CBP as permitted by law. Upon termination of this Agreement, Concessionaire shall release, transfer, assign, and quitclaim all of the assets of the facilities within the CPAC (other than assets or personal property purchased by Concessionaire that are readily separable from the facilities within the CPAC) to CBP: provided any claim Concessionaire may have for compensation will survive such transfer.
- B. Termination Without Cause. This Agreement may be terminated in the discretion of CBP at any time, by giving the Successful three months’ notice provided that in the event of a termination pursuant to this Section 10(B) the date of termination (the “**Termination Date**”) shall not be sooner than the third anniversary of the Start Date. Upon termination of this Agreement, Concessionaire shall release,

transfer, assign, and quitclaim all of the assets of the facilities within the CPAC (other than assets or personal property purchased by Concessionaire that are readily separable from the facilities within the CPAC) to CBP: provided any claim Concessionaire may have for compensation will survive such transfer. Notwithstanding the above, the Concessionaire shall be permitted to provide Catering Services for individual events that have contracted with the Successful Respondent prior to the Termination Date for events occurring after Termination Date and shall pay the percentage Catering Fee only.

- B. Assets to be Transferred. Said assets shall include, but shall not be limited to, all of Concessionaire's right, title and interest, if any, to any of the following arising out of its performance of Services pursuant to this Agreement, advances from CBP, or Catering Services revenues and Food and Beverage concession revenues (other than insurance proceeds relating to liabilities not required to be assumed by CBP), but specifically excluding Concessionaire's personal property purchased with, Concessionaire's own funds and located at the CPAC. Such assets transferred to CBP also include, but are not limited to, the following: deposits; Agreement rights; trade names; phone numbers for the Rooftop Lounge, Comedy/Jazz Club and all Food and Beverage concession facilities within the CPAC; books and records; customer lists, data bases, marketing plans, and goodwill.
- C. Liabilities. Concessionaire shall hold CBP harmless from any and all debts and liabilities incurred by Concessionaire prior to the effective date of the termination.
- D. Closing. The transfer of assets and payment of any sums due Concessionaire shall occur on or within ninety (90) days following the date on which this Agreement is terminated.
- E. Event of Default. Either party may terminate this Agreement upon the occurrence of an Event of Default by the other party in accordance with the provisions of Section 9.
- F. No Waiver. By terminating this Agreement in accordance with this Section 10, neither party shall be deemed to have waived any action it might have, in law or equity, by reason of a breach of or default under this Agreement.

11. **LOGO AND NAME:** Concessionaire is hereby authorized to use the CPAC name and logo during the Term of this Agreement for the purposes of advertising, promoting and marketing the Catering Services at the CPAC, the Rooftop Lounge and the Comedy/Jazz Club. Such rights granted to Concessionaire shall not be permitted to be transferred or assigned without written approval by CBP.

12. **OWNERSHIP AND REMOVAL OF PROPERTY:** The Parties acknowledge that at the commencement of this Agreement that all property at the CPAC is the property of CBP. It is the intention of the Parties that Concessionaire purchase and maintain throughout the Term of the

Agreement an amount of equipment and supplies necessary for the Concessionaire to perform the Services required under this Agreement. Other than for replacement as provided for herein Concessionaire shall not remove any CBP property from the CPAC. In addition, Concessionaire may purchase property for use at the CPAC and Concessionaire shall notify and provide CBP with a schedule of any property purchased. Any property purchased by Concessionaire outside the realm of "replacement of existing equipment at the commencement of the agreement" shall remain the property of Concessionaire during the Term and after expiration of the Agreement. Upon the expiration of the Term of this Agreement, Concessionaire shall remove all its goods, wares and merchandise from CPAC, and any equipment placed therein by Concessionaire within thirty (30) days of the expiration date. In the event of termination for other cause, Concessionaire shall have sixty (60) days to complete removal of its property, equipment and fixtures from the CPAC. Removal of fixtures and improvements attached to the structure shall not leave the any of the facilities in the CPAC in a worse condition than at the time of execution of this Agreement; structural improvements shall not be removed. CBP may, but need not, treat any property remaining at the CPAC after expiration of this Agreement or period for removal of Concessionaire property, as abandoned by Concessionaire, and may make any disposition of such property as CBP deems fitting. Prior to removing any of the foregoing, Concessionaire shall provide CBP with ten (10) days written notice specifying each item of property it intends to remove.

13. **COMPLIANCE WITH ALL LAWS:** During the Term of this Agreement and subject to the provisions of this Agreement, Concessionaire shall operate and perform the Services in accordance with all applicable federal or state laws, local and CBP ordinances, and with applicable directions, rules and regulations of public officials and departments in the enforcement of CBP ordinances and with directions, rules and regulations from the State of New Jersey or from the United States.

14. **EQUALITY OF TREATMENT:** Concessionaire shall conduct its business in such a manner which assures fair, equal and nondiscriminatory treatment at all times and in all respects to all persons without regard to race, color, religion, sex, age, sexual orientation, or national origin. No person shall be refused service, be given discretionary treatment, or be denied any privilege, use of facilities, at any of the facilities within the CPAC on account of race, color, religion, sex, age, sexual orientation, or national origin.

15. **LIENS AND ENCUMBRANCES:** Concessionaire shall keep all equipment and facilities utilized in performance of the Services pursuant to this Agreement free and clear of any liens and encumbrances arising or growing out of its use and occupancy of the area. At CBP's request, Concessionaire shall furnish CBP written proof of payment of any item, which would or might constitute the basis for such a lien on the equipment or facilities, if not paid.

16. **LICENSE AND PERMITS:** Concessionaire shall obtain all necessary licenses and permits for providing the Services and shall furnish copies of such licenses to the CBP no less than thirty (30) days from the opening of the CPAC. The CBP will reasonably cooperate with the Concessionaire in applying for, obtaining, and maintaining such licenses, permits, and accreditation.

17. **LIQUOR LICENSE:** Concessionaire shall apply for a concessionaire liquor license necessary for the service of liquor at CPAC. Concessionaire will be responsible for all fees and compliance requirements as outlined by the State of New Jersey. Subject to any relevant New Jersey Alcoholic Beverage Control (“ABC”) licensing requirements, Concessionaire and CBP shall maintain the concessionaire liquor license in compliance with all rule and regulations promulgated by the ABC and the State of New Jersey.

18. **FORCE MAJEURE; FIRE AND OTHER CASUALTY:** If all or any portion of the Food and Beverage Services areas or CPAC is destroyed by fire or other casualty, such damage and destruction shall not be a cause for termination hereunder by either party but the obligations of the Parties shall be governed by the next paragraph; unless such damage or destruction results in the whole or a substantial part of the Food and Beverage Services areas or CPAC being unusable for its intended purpose for a period of one (1) year or longer or, in the case of such total or substantial damage or destruction CBP shall decide not to rebuild the damaged portion of Concession Premises or CPAC, then in either such event, this Agreement shall terminate with respect to the Food and Beverage Services on notice from CBP to Concessionaire of such termination and neither party shall have any further rights or obligations hereunder.

If: (a) as a result of any damage or destruction to any part of the Food and Beverage concession areas or the CPAC not resulting in a termination: or (b) otherwise due to casualty events (other than strikes within Concessionaire's control) beyond Concessionaire's reasonable control (and so long as Concessionaire uses all reasonable diligence to cure such inability), Concessionaire shall be unable to perform all of its obligations hereunder with respect to the required Services under this Agreement; CBP and Concessionaire shall use their mutual best efforts to agree upon an amendment to the Annual Budget and Program, including, without limitation, the Contract Fee, operating Expenses, and Capital Improvements and provisions thereof, to allow payment of necessary expenses related to Catering Services or Food and Beverage Services (including, without limitation, Concessionaire’s employee expenses) until such damage or destruction is repaired or such inability is cured and, if the parties are unable to agree on such an amendment within twenty (20) business days after Concessionaire or CBP shall have given the other party notice of the occurrence of such event, Concessionaire and CBP shall each have the right to terminate this Agreement with respect to the damaged Food and Beverage concession areas or CPAC by notice of such termination to the other party and neither party shall have any further rights or obligations hereunder.

19. **INDEMNIFICATION AND LIABILITY:**

- A. Concessionaire is not an agent or employee of CBP and all activities relating to the Services under this Agreement shall be in its capacity as an independent Concessionaire to CBP. Concessionaire agrees to indemnify, hold harmless and defend CBP, its officers, agents and employees, from and against all liability for any and all claims, liens, suits, demands or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorney's fees and other reasonable costs arising out of or resulting from Concessionaire negligence or intentional acts. CBP agrees to indemnify Concessionaire, hold harmless and defend Concessionaire, its officers,

agents and employees, from and against all liabilities for any and all claims, liens, suits, demands or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs, attorney's fees and other reasonable costs arising out of or resulting from the negligence or intentional acts of CBP or its officers or employees. Concessionaire and CBP will provide each other with prompt and timely notice of any event covered by the indemnity section of this Agreement and in the event a claim or action is filed, each party may employ attorneys of its own choosing to appear and defend the claim or action on its behalf.

- B. Choice of Law and Venue. Concessionaire hereby irrevocably submits to the jurisdiction of the courts of the State of New Jersey and the federal courts whose jurisdiction includes the State of New Jersey. The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey which shall be the exclusive courts of jurisdiction and venue for any litigation, special proceeding or other proceeding between the parties that may be brought, or arise out of, or in connection with, or by reason of this Agreement.
- C. Liability of Concessionaire. Except as otherwise provided herein, Concessionaire shall not be responsible for the acts or omissions of any of CBP's other contractors or any employees of CBP, or any persons representing CBP performing any services for, or in connection with, the Concession Premises, or any consultants or other persons engaged by CBP with respect thereto, unless and only to the extent Concessionaire is supervising same, and Concessionaire shall be responsible only for the performance of Concessionaire's obligations hereunder in accordance with the terms hereof.
- D. Survival. The obligations under this Paragraph 20 shall survive the termination of this Agreement.

20. **GENERAL PROVISIONS:**

- A. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings, and representations (if any) made by and between such Parties.
- B. Written Amendments. The provisions of this Agreement may only be amended or supplemented in a writing signed by both Parties.
- C. Further Amendments. The Parties hereby agree from time to time to execute and deliver such further instruments and documents, and do all such other acts and things, which may be convenient or necessary to more effectively and completely, carry out the intentions of the Agreement.

- D. Misrepresentation. Limited to the provisions of this Section 20, CBP hereby agrees to indemnify and defend Concessionaire from, and agrees to hold Concessionaire harmless against, any and all liability, loss, cost, damage, penalties, claims, causes of action, proceedings and expense, including without limitation, court costs and reasonable attorneys' fees, incurred by Concessionaire or imposed on Concessionaire by any person whomsoever, caused by, relating to or resulting from or out of or in connection with any misrepresentation by CBP under this Paragraph 20(D). The provisions of this Section 20 shall survive the expiration or any termination of this Agreement.
- E. Binding. All of the terms and provisions of this Agreement shall be binding and inure to the benefit of the Parties and their respective permitted successors and assigns. This Agreement is solely for the benefit of the Parties hereto and not for the benefit of any third party.
- F. Assignment. Concessionaire may not assign or transfer this Agreement, without CBP's consent. CBP may assign this Agreement at any time in its sole discretion.
- G. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given: (i) when delivered, if hand delivered, (ii) two (2) business days after deposit with a reputable overnight courier marked for "next business day" delivery, or (iii) upon receipt, if sent by facsimile, provided that an original thereof is thereafter sent in the manner provided above, and shall be addressed as follows:

In the case of Concessionaire:

Attention:
Telephone:

With a copy to:

Attention:
Telephone:

In the case of CBP:

Borough of Carteret
61 Cooke Avenue
Carteret, NJ 07008
Attention: Diana St. John, Director of Community Development
Telephone: (732) 541-3835

With a copy to:

Attention:

Telephone:

or to other such address as either party may designate by notice complying with the terms of this subparagraph.

- H. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- I. Invalidity. If any provision of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid or unenforceable under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, invalid or unenforceable, but the remainder of such provision, and this Agreement shall not be invalidated or rendered unenforceable thereby, and shall be given full force and effect so far as possible.
- J. No Waiver. The failure or delay of either party at any time to require performance by the other party of any provision of this Agreement shall not affect the right of such party to subsequently require performance of that provision or to exercise any right, power or remedy hereunder. Waiver by either party of a breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on either party in any event shall, of itself entitle such party to any other or further notice or demand in similar or other circumstances, except as otherwise herein provided.
- K. No Partnership. Nothing in this Agreement shall be construed to create a partnership or joint venture between the Parties. The Parties acknowledge that the relationship of Concessionaire to CBP is that of an independent Concessionaire.
- L. No Exclusive Remedy. No remedy herein conferred upon either party is intended to be exclusive of any other remedy, and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.
- M. Authority. Each party hereby represents to the other party that it has the right, power, authority, and financial ability to enter into this Agreement and to perform its obligations under this Agreement, and that it is not restricted by this Agreement or otherwise from entering into and performing this Agreement.

IN WITNESS WHEREOF this Agreement has been entered into as of the date first written above.

DATED this day of _____ 2020.

Attest:

CARTERET BUSINESS PARTNERSHIP

By: _____

CONCESSIONAIRE

By: _____

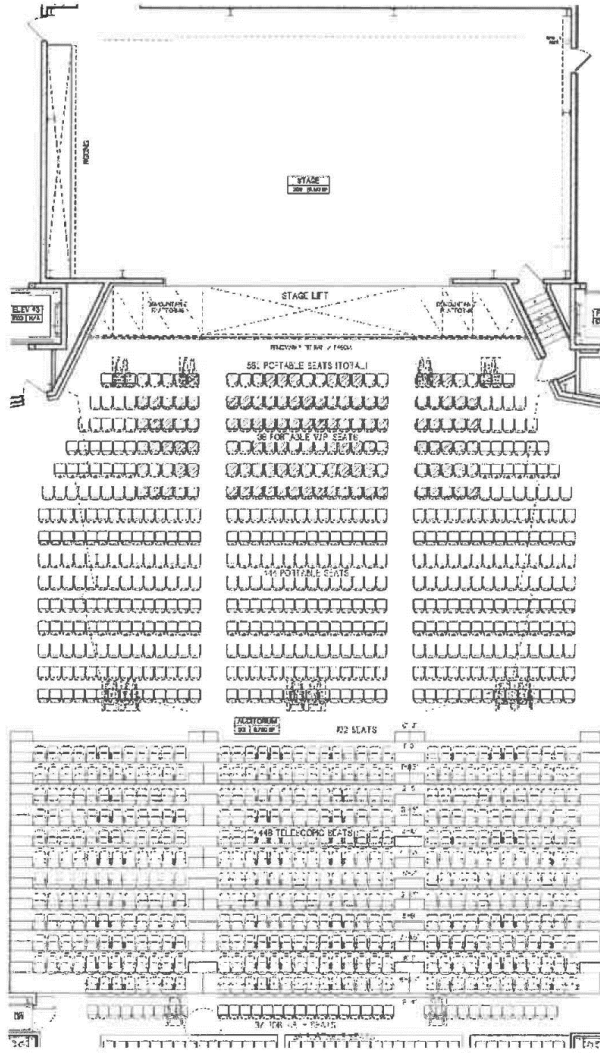
EXHIBIT B

**CARTERET PERFORMING ARTS AND EVENTS CENTER
FLOOR PLANS**

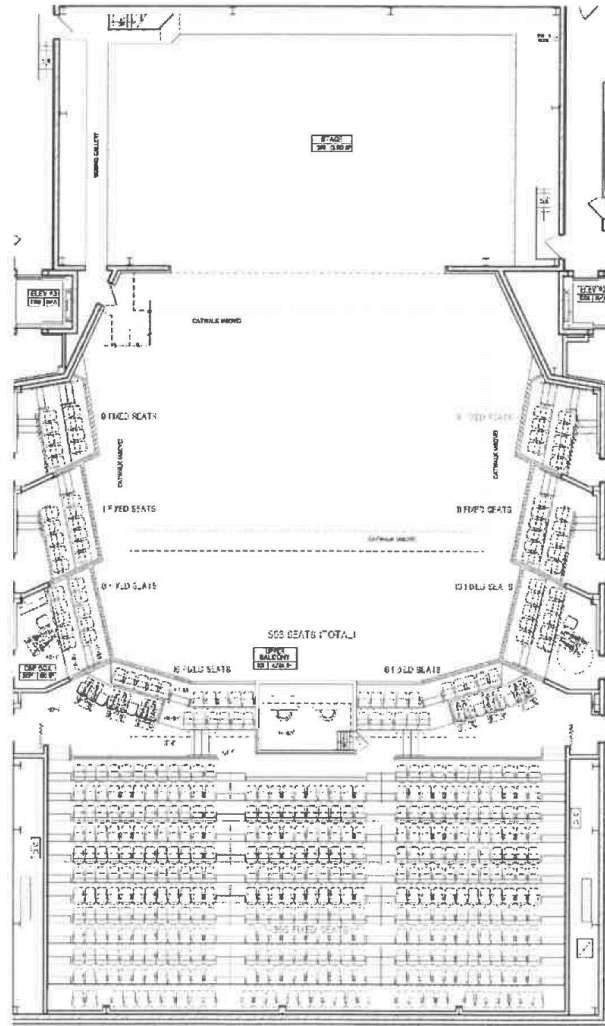
Events Spaces:

Main Auditorium – Concert Layout

Main Floor Seating



Upper Level Box Seats and Balcony

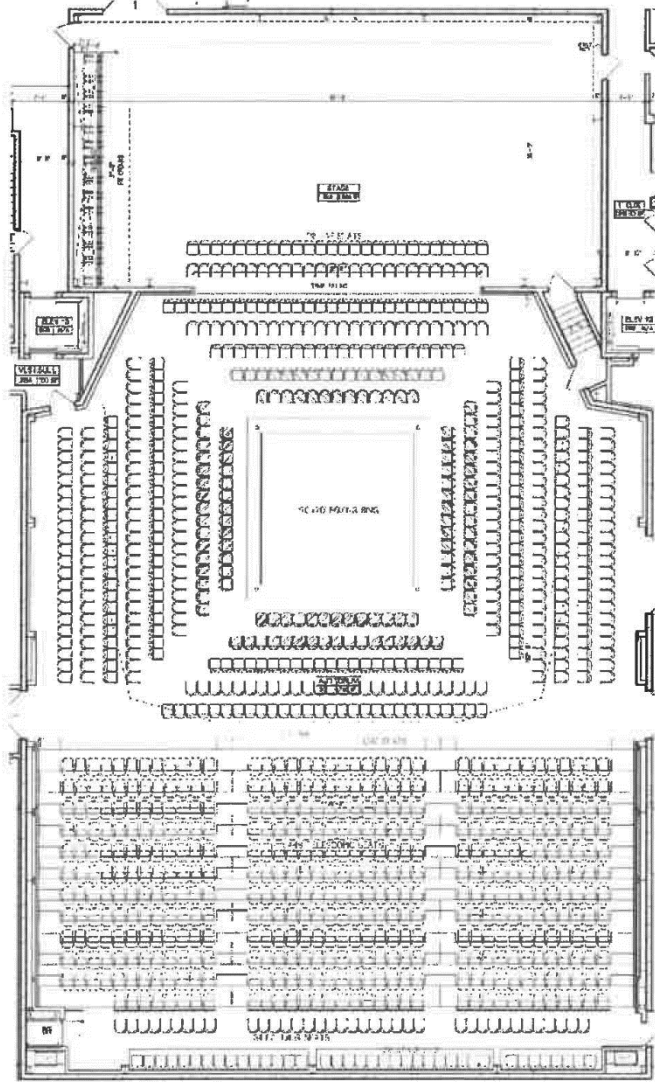


Total Seating Capacity: 1605

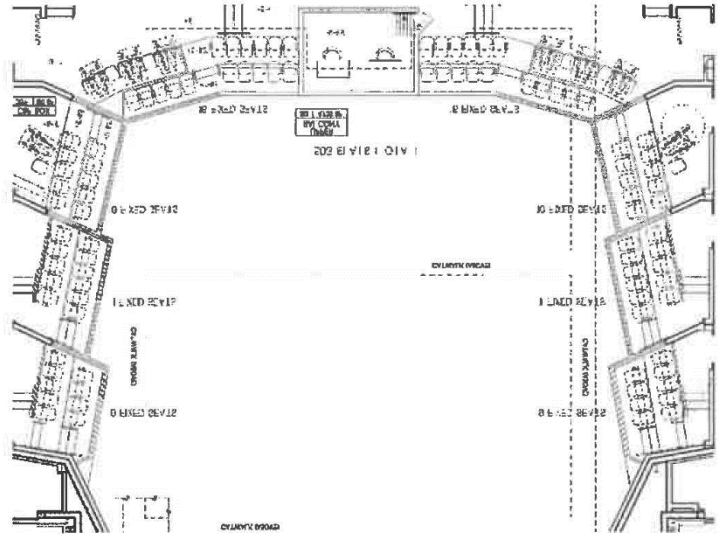
Events Spaces:

Main Auditorium – Boxing/Wrestling Layout

Main Floor Seating

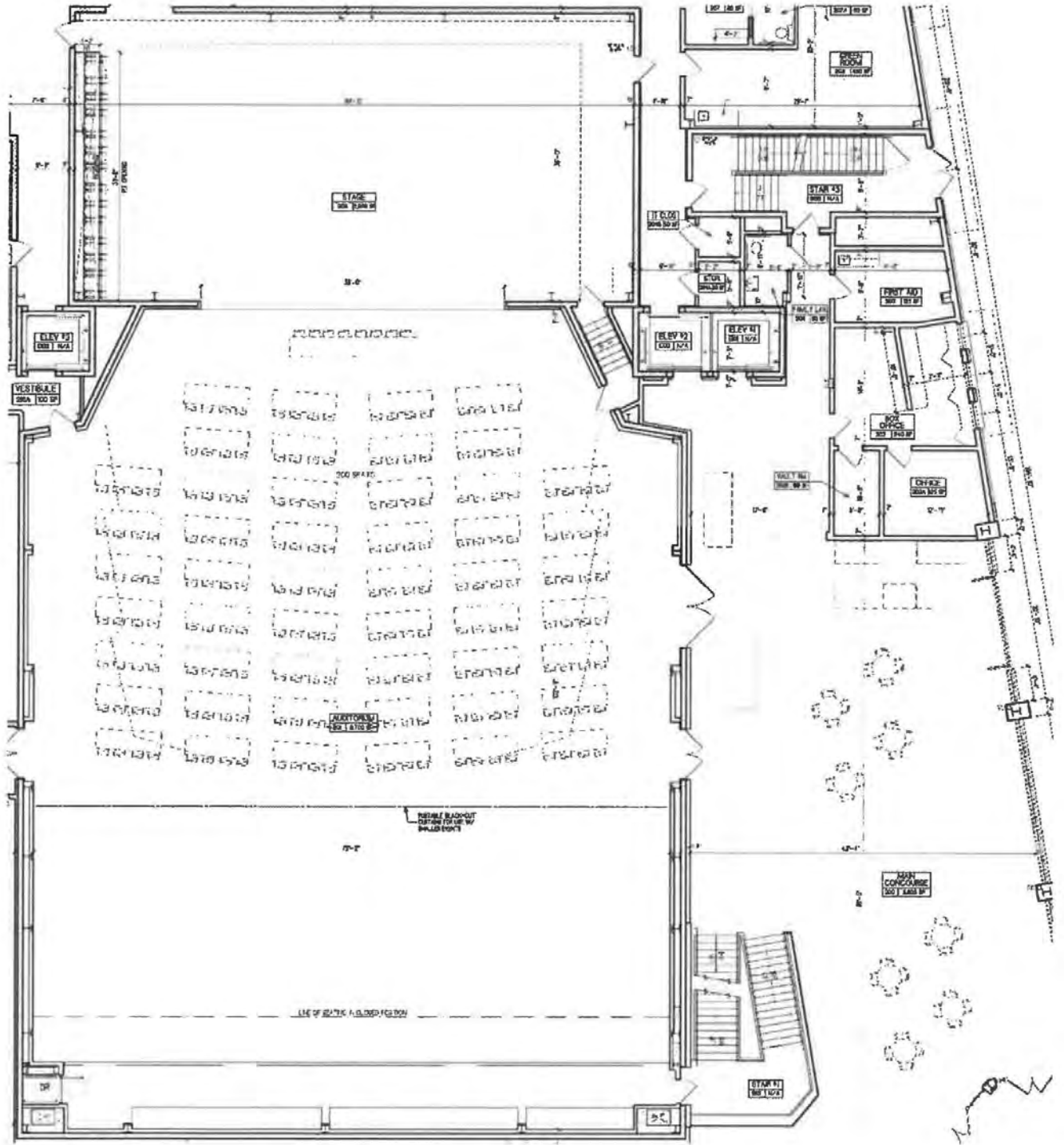


Upper Level Box Seats and Balcony



Events Spaces:

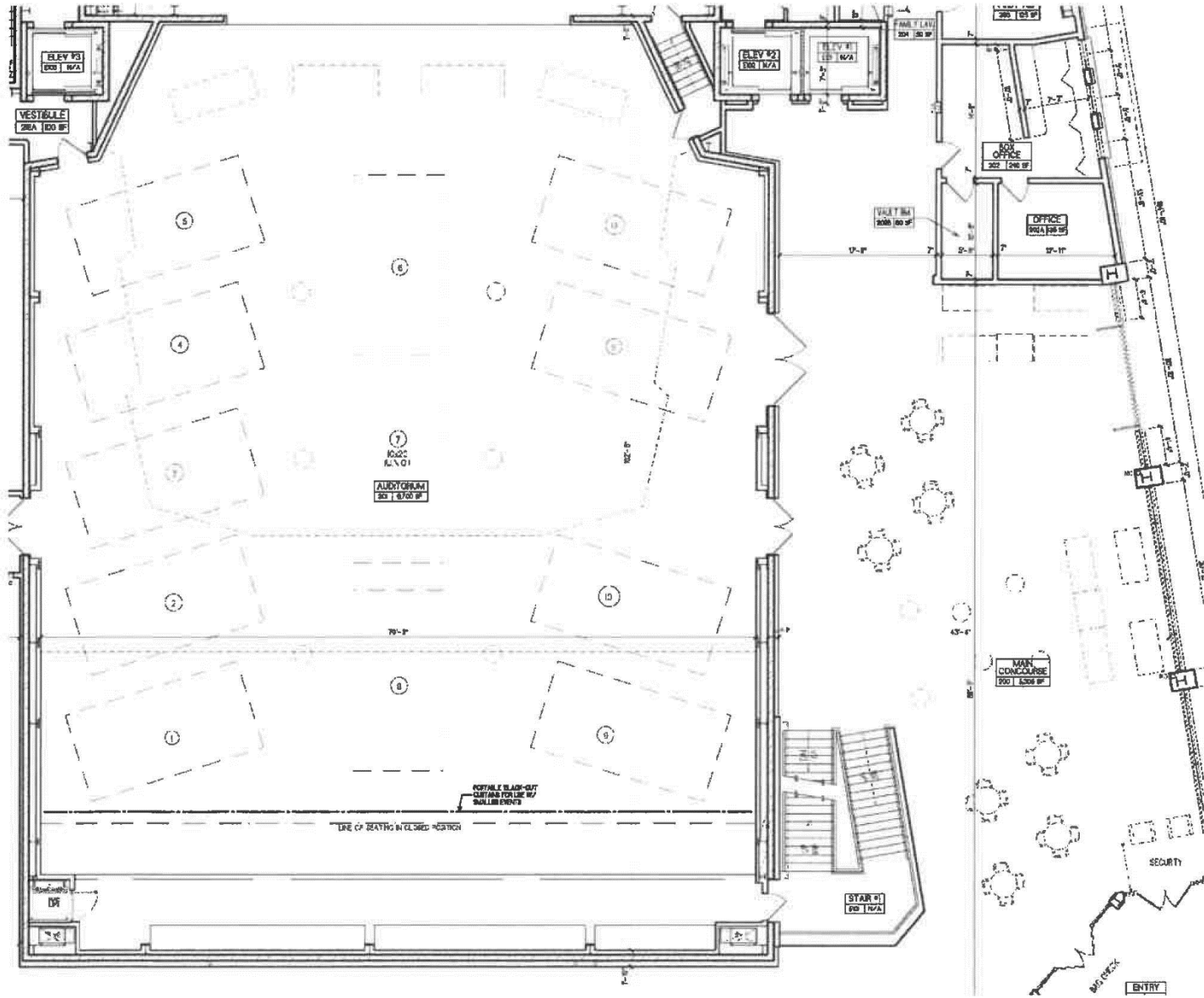
Main Auditorium: Seminar/Conference Layout



Events Spaces:

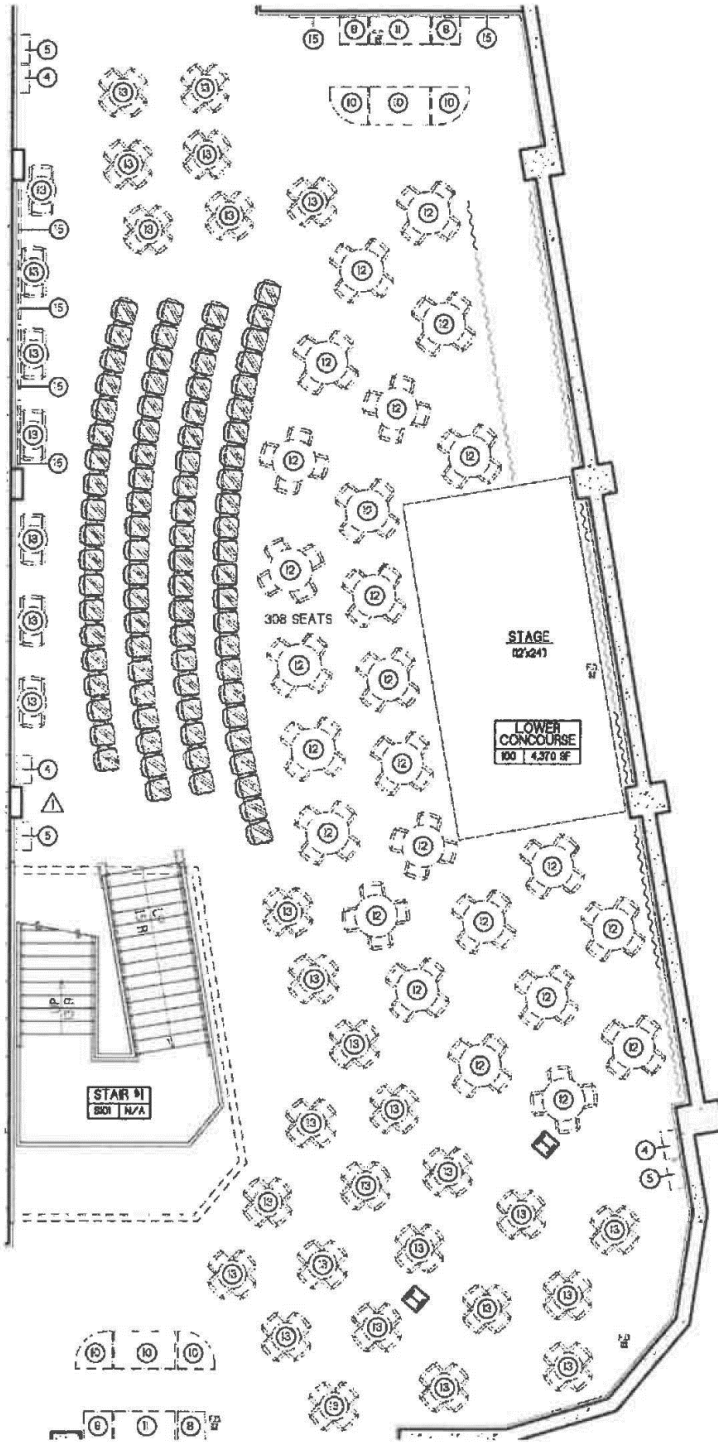
Main Auditorium: Small Boat/Car Show Layout

(Gallery/Public Space Seating)



Events Spaces:

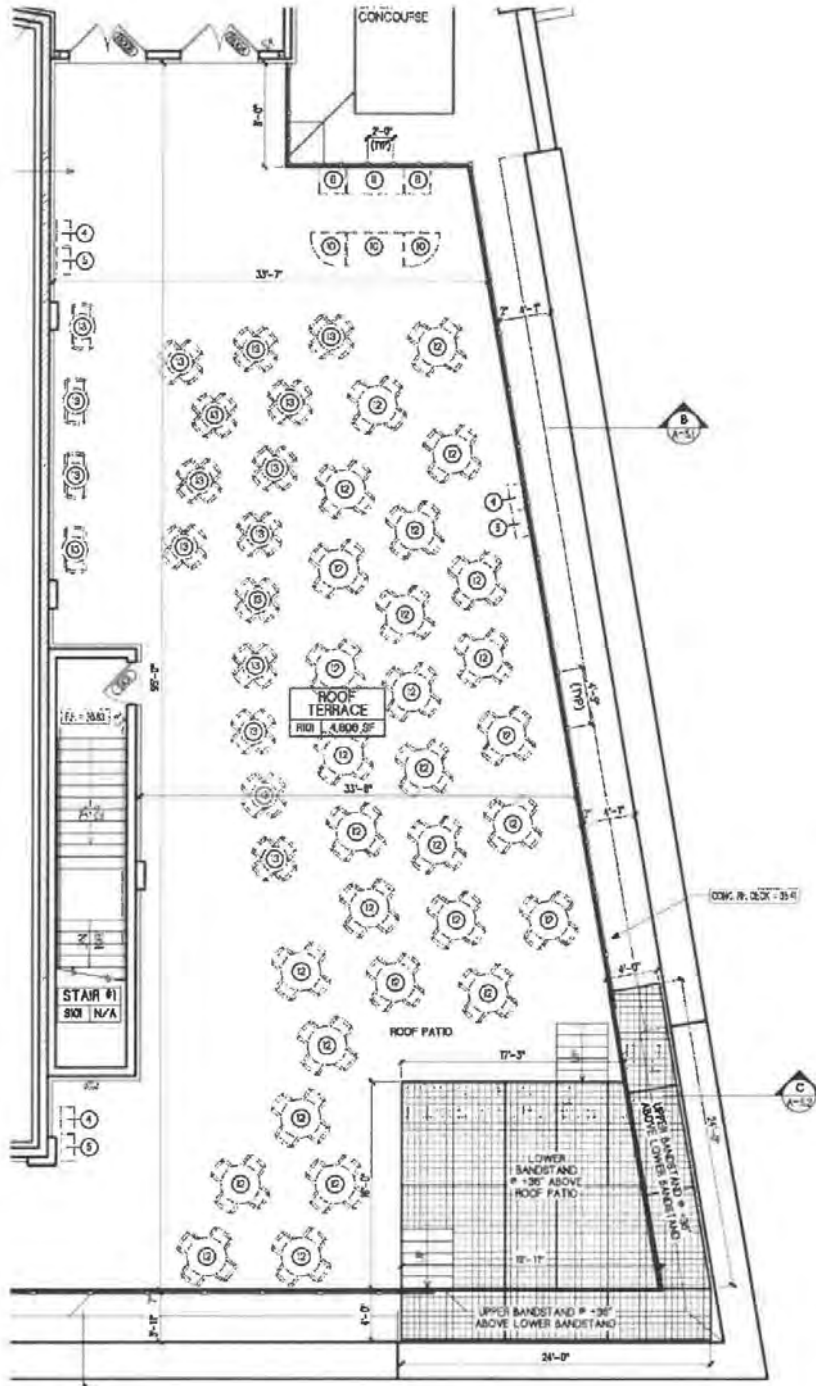
Lower Level Comedy/Jazz Club Layout



Capacity: 300 seats (tables and chairs)

Events Spaces:

Rooftop Layout



Capacity: 229 Seats

Events Spaces:

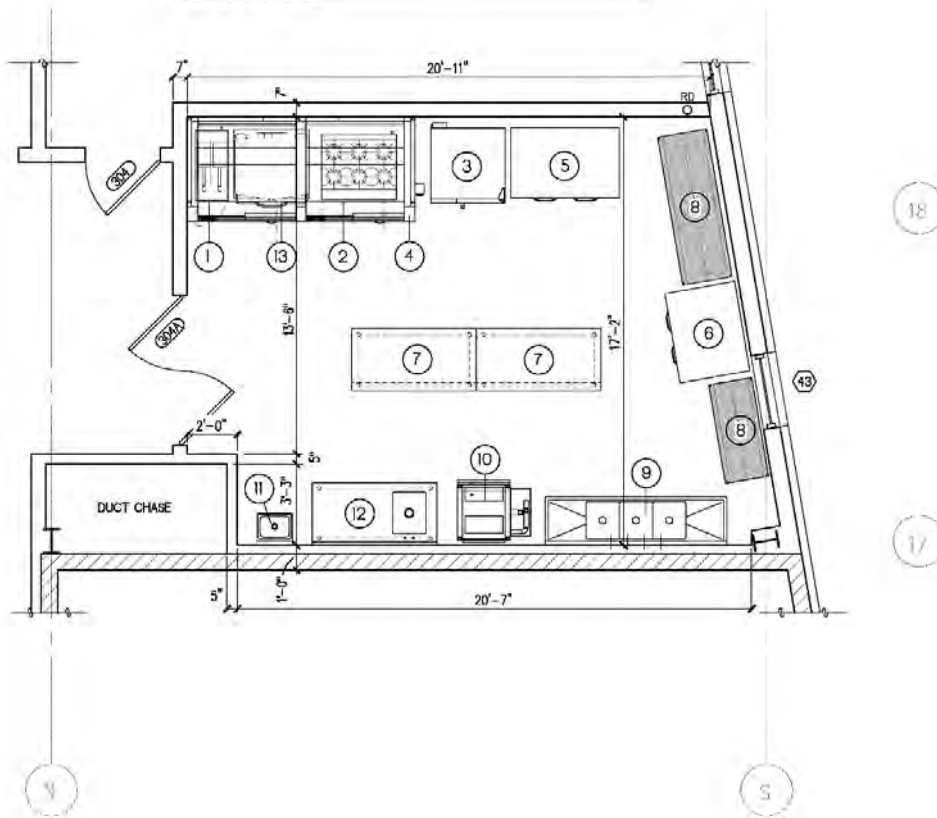
Kitchen Layout

UPPER LEVEL KITCHEN (ROOM #304A) PLAN

SCALE 1/4" = 1'-0"

NOTE:
1. REFER TO MECH/ELEC/PLMG DWGS FOR MORE INFORMATION.

UPPER LEVEL KITCHEN		
ITEM NO	QTY	EQUIPMENT
1	1	FRYER
2	1	6 BURNER RANGE WITH OVEN BASE
3	1	DOUBLE STACK COMBI OVEN
4	1	VENTILATION HOOD
5	1	2 DOOR REFRIGERATOR
6	1	2 DOOR FREEZER
7	2	STAINLESS WORK TABLE
8	3	SHELVING
9	1	3 COMPARTMENT SINK
10	1	FRONT LOADING VENTLESS DISH MACHINE
11	1	HAND SINK
12	1	PREP TABLE WITH SINK
13	1	TILT SKILLET
14	1	SPARE
15	1	SPARE



Events Spaces:

Kitchen Layout

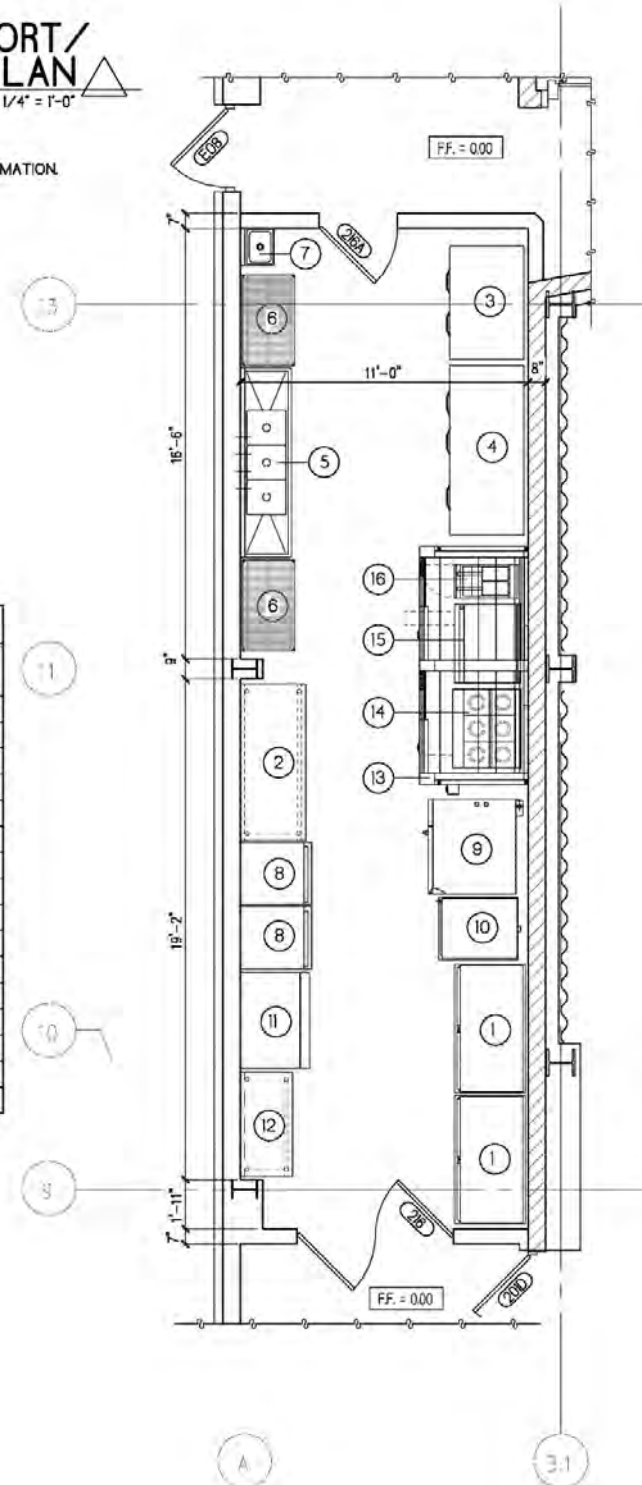
MAIN LEVEL EVENT SUPPORT / CATERING (ROOM #216) PLAN

SCALE 1/4" = 1'-0"

NOTE:

1. REFER TO MECH/ELEC/PLMG DWGS FOR MORE INFORMATION.

MAIN LEVEL EVENT SUPPORT		
ITEM NO	QTY	EQUIPMENT
1	2	BANQUET CABINET
2	1	STAINLESS WORK TABLE
3	1	2 DOOR FREEZER
4	1	3 DOOR REFRIGERATOR
5	1	3 COMPARTMENT SINK
6	2	SHELVING
7	1	HAND SINK
8	2	HOT TRANSPORT CABINET
9	1	VENTLESS COMBI OVEN
10	1	COOK & HOLD CABINET
11	1	ICE MACHINE WITH BIN
12	1	BEVERAGE COUNTER
13	1	VENTLESS HOOD- STAND MOUNTED
14	1	ELECTRIC 8 BURNER RANGE WITH OVEN BASE
15	1	ELECTRIC GRIDDLE ON STAND
16	1	ELECTRIC FRYER



Events Spaces:

Kitchen Layout

LOWER LEVEL STORAGE (ROOM #106) PLAN

SCALE

1/4" = 1'-0"

NOTE:

1. REFER TO MECH/ELEC/PLMG DWGS FOR MORE INFORMATION.

LOWER LEVEL STORAGE		
ITEM NO	QTY	EQUIPMENT
1	1	WALK IN COOLER
2	1	WALK IN FREEZER
3	1	LOCKING LIQUOR CAGE
4	LOT	SHELVING
5	7	REFRIGERATED TRANSPORT CARTS
6	1	ICE MACHINE AND BIN

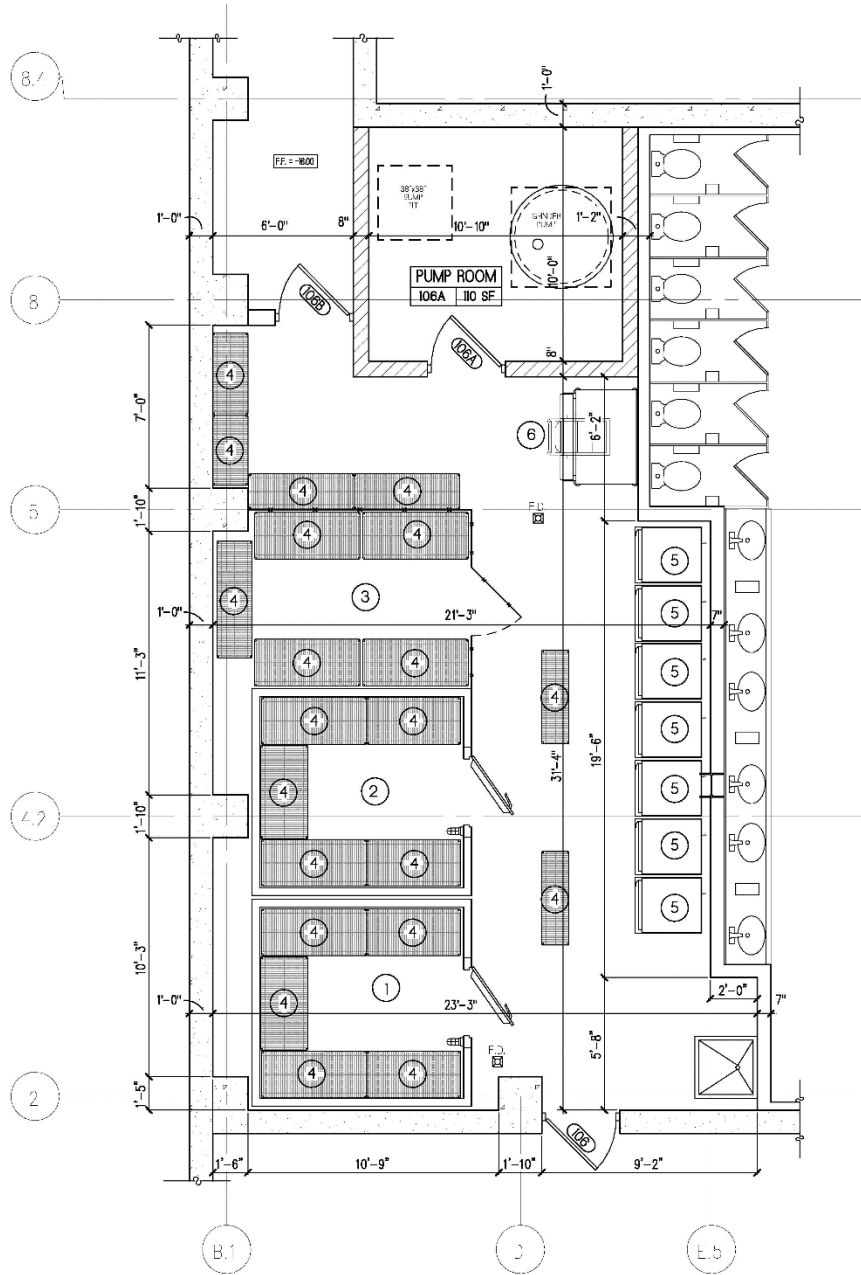


EXHIBIT C
LIST OF CPAC EQUIPMENT AND FIXTURES



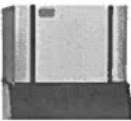
Project:
 CARTERET PERFORMING ARTS
 CENTER
 Washington Avenue
 Carteret, NJ 07088





Item	Qty	Description
** LOWER LEVEL **		
1LL	1 ea	WALK-IN COOLER Imperial Brown Model No. CUSTOM
2LL	1 ea	WALK-IN FREEZER Imperial Brown Model No. CUSTOM
3LL	1 ea	BY OTHERS/NIKEC Custom Model No. LIQUOR CAGE
4LL	30 ea	WIRE SHELVING Olympic Model No. J2448K Packed 4 ea Shelf, wire, 24" x 48", green epoxy finish with chromate substrate, NSF
	30 ea	1 year warranty against manufacturing defects
	30 ea	7 year warranty against rust and corrosion
	40 ea	J2454K Shelf, wire, 24" x 54", green epoxy finish with chromate substrate, NSF
	40 ea	1 year warranty against manufacturing defects
	40 ea	7 year warranty against rust and corrosion
	5 ea	J1836K Shelf, wire, 18" x 36", green epoxy finish with chromate substrate, NSF
	5 ea	1 year warranty against manufacturing defects
	5 ea	7 year warranty against rust and corrosion
	5 ea	J1842K Shelf, wire, 18" x 42", green epoxy finish with chromate substrate, NSF
	5 ea	1 year warranty against manufacturing defects
	5 ea	7 year warranty against rust and corrosion
	10 ea	J1854K Shelf, wire, 18" x 54", green epoxy finish with chromate substrate, NSF
	10 ea	1 year warranty against manufacturing defects
	10 ea	7 year warranty against rust and corrosion
	5 ea	J1860K Shelf, wire, 18" x 60", green epoxy finish with chromate








CARTERET PERFORMING ARTS CENTER




Initial: _____
 Page 1 of 14

Item	Qty	Description
		substrate, NSF
	5 ea	1 year warranty against manufacturing defects
	5 ea	7 year warranty against rust and corrosion
	10 ea	J1448K Shelf, wire, 14" x 48", green epoxy finish with chromate substrate, NSF
	10 ea	1 year warranty against manufacturing defects
	10 ea	7 year warranty against rust and corrosion
	84 ea	J74K Post 74", stationary, grooved at 1" intervals, includes leveling bolt & cap, green epoxy finish with chromate substrate, NSF
<hr/>		
5LL	7 ea	MOBILE REFRIGERATOR CABINET
		Cres Cor Model No. R-171-SUA-10E-SD ChillTemp® Cabinet, Mobile Refrigerated, insulated with bottom-mounted refrigeration, (10) sets of chrome plated wire universal angles, adjustable on 1-1/2" centers, 18 cu. ft. interior, 22 ga. stainless steel door, dry erase panel, rear push/pull handle, side impact panels, full perimeter bumper, stainless steel construction, (4) heavy duty 6" swivel casters (2) braked, R134a refrigerant, 1/3 HP compressor with automatic overload reset, cCSAus, CSA-Sanitation (replaces R-171-SUA-10-SD)
	7 ea	Standard Warranty: 1 year labor, 2 years parts warranty
	7 ea	120v/60/1-ph, 10' cord, NEMA 5-15P, standard
	7 ea	Right-hand hinging, standard
<hr/>		
6LL	1 ea	ICE BIN FOR ICE MACHINES
		Follett LLC Model No. DEV1300SG-48-75 Ice-Device™ with SmartCART™ 75, 1320 lb. bin storage capacity, with front chute, poly liner, SmartGATE ice shield, poly door with PowerHinge™ door hinge, full stainless steel exterior and base, ABS/poly top custom cut for ice machine, includes 82 oz plastic ice scoop, paddle and rake set, and (1) polyethylene cart with hinged lid and (3) polyethylene Totes ice carriers, each carrier holds 25 lb/75 lb total per cart, for cube or Chewblet ice only, NSF
	1 ea	5 year parts & labor warranty, standard
<hr/>		
6.1LL	1 ea	ICE MAKER, CUBE-STYLE
		Ice-O-Matic Model No. CIM1446FA Elevation Series™ Modular Cube Ice Maker, air-cooled, self-contained condenser, dual exhaust top/side air discharge, 48" W, approximately 1560 lb production/24 hours at 70°/50° (1210 lb at 90°/70°), full size cube, PURE ICE® built in antimicrobial protection, LED status display, one touch sanitize/descaling controls, dishwasher safe food zone components, cULus, NSF, CE
	1 ea	3 yr. parts & labor warranty, standard
	1 ea	5 yr. evaporator warranty, standard
	1 ea	5 yr. parts on the compressor warranty, standard
	1 ea	208-230v/60/1-ph, 26.1 amps, standard

Item	Qty	Description
** MAIN LEVEL **		
1ML	2 ea	HEATED BANQUET CART  Cres Cor Model No. CCB-120A Cabinet, Mobile Banquet, insulated, two doors, with thermostatically controlled heat unit, capacity (120) 11" covered plates or (90) 11-3/4" covered plates or (60) 13" covered plates, stainless steel riveted, welded & finished, perimeter bumper, 6" casters, cCSAus, CSA-Sanitation 2 ea Standard Warranty: 1 year labor, 2 years parts warranty 2 ea 120v/60/1-ph, 1650 watts, 13.8 amps
2ML	1 ea	WORK TABLE, 72", STAINLESS STEEL TOP  John Boos Model No. ST6-3072SSK-C-X Work Table, 72"W x 30"D, 16/300 stainless steel flat top, with Stallion Safety Edge front & back, 90° turndown on sides, stainless steel legs & adjustable undershelf, (4) 5" casters, NSF, CSA-Sanitation, KD (FLYER NET PRICING) 1 ea
3ML	1 ea	REACH-IN FREEZER  True Manufacturing Co., Inc. Model No. STG2F-2S-HC SPEC SERIES® Freezer, Reach-in, -10°F, two-section, stainless steel front, aluminum sides, (2) stainless steel doors with locks, cam-lift hinges, digital temperature control, aluminum interior, (6) gray shelves, LED interior lights, 5" casters, R290 Hydrocarbon refrigerant, 1-1/4 HP, 115v/60/1, 9.4 amps, NEMA 5-15P, cULus, UL EPH Classified, MADE IN USA, ENERGY STAR® 1 ea Warranty - 3 year parts and labor, please visit www.Truemfg.com for specifics 1 ea Warranty - 5 year compressor (self-contained only), please visit www.Truemfg.com for specifics 1 ea Left door hinged left, right door hinged right standard 1 ea (3) vinyl shelves and shelf supports standard per section 1 st 5" castors, set of 4, standard
4ML	1 ea	REACH-IN REFRIGERATOR  True Manufacturing Co., Inc. Model No. STG3R-3S SPEC SERIES® Refrigerator, Reach-in, three-section, stainless steel front, aluminum sides, (3) stainless steel doors with locks, cam-lift hinges, digital temperature control, aluminum interior, (9) gray shelves, LED interior lights, 5" castors, 1/2 HP, 115v/60/1, 9.1 amps, NEMA 5-15P, cULus, UL EPH Classified, MADE IN USA 1 ea Warranty - 3 year parts and labor, please visit www.Truemfg.com for specifics 1 ea Warranty - 5 year compressor (self-contained only), please visit www.Truemfg.com for specifics 1 ea Left door hinged left, center & right doors hinged right, standard 1 ea (3) vinyl shelves and shelf supports standard per section

Item	Qty	Description
	1 st	5" castors, set of 6, standard
5ML	1 ea	THREE (3) COMPARTMENT SINK  John Boos Model No. 3PB1620-2D18 Pro-Bowl Sink, 3-compartment, 87-1/4"W x 25-1/2"D x 44-1/16"H overall size, (3) 16"W x 20" front-to-back x 12" deep compartments, (2) 18" left & right drainboards, 10"H boxed backsplash with 45° top and 2" return, (1) set of splash mount faucet holes with 8" centers, 3-1/2" die-stamped drain opening, 16/300 stainless steel construction, stainless steel legs, adjustable front & side bracing, adjustable bullet feet, NSF, CSA-Sanitation, KD 1 ea PBF-10-SLF Heavy Duty Faucet, splash mount, 10" swing spout, 8" centers, 1/4 turn ceramic cartridges, color coded hot/cold indicators, integral check valve, 1/2" NPT, chrome finish, NSF, cCSAus, ADA Compliant (LEAD FREE FAUCET) 1 ea PB-PRW-1LF Prerinse Unit, splash mount, flex stainless steel hose, 8" centers, 1/4 turn ceramic cartridges, color coded hot/cold indicators, integral check valve, 1/2" NPT, includes 12" wall bracket, NSF, cCSAus, ADA Compliant (LEAD FREE FAUCET) 1 ea PB-AD-10LF Add-On-Faucet, 10" swing spout, fits on PB-PRW-1LF or PB-PRD-2LF pre-rinse units (LEAD FREE FAUCET) 2 kt PB-SMMK-90 Splash Mount Faucet Mounting Kit, includes (2) 1/2" supply nipples, (2) retainer nuts, (2) lock washers, (2) rubber washers and (2) male & female short 90° elbows 3 ea PB-LWR-1 Twist Handle Lever Waste, for 3-1/2" industry standard sink opening, standard valve, basket strainer (includes an adapter for either 2" or 1-1/2" drain outlet) 3 ea PB-LWB Lever waste support arm bracket. Not for use with PB-LWS-1 straight handle lever waste. 1 ea Note: Provisions made at factory for installation.
6ML	10 ea	WIRE SHELVING  Olympic Model No. J2442C Packed 4 ea Shelf, wire, 24" x 42", chromate finish, NSF 10 ea 1 year warranty against manufacturing defects 8 ea J74UC Post 74", mobile, works with stem caster, grooved at 1" intervals, chrome finish, NSF 4 ea J5 Stem/Swivel Caster, 5" dia., 1-1/4" face, resilient rubber tread, 200 lb. load capacity (priced per each), NSF 4 ea J5B Stem/Swivel-Brake Caster, 5" dia., 1-1/4" face, resilient rubber tread, 200 lb. load capacity (priced per each), NSF
7ML	1 ea	HAND SINK

Item	Qty	Description
		John Boos Model No. PBHS-W-1410-P-SSLR-X Pro-Bowl Hand Sink, wall mount, 14"W x 10" front-to-back x 5" deep bowl, splash mount faucet holes with 4" centers, 1-7/8" drain opening with basket drain, with left & right side splashes, includes mounting bracket, all stainless steel construction, NSF, CSA-Sanitation (splash mount faucet included) (Available in Effingham and Nevada)
	1 ea	
	2 ea	MOBILE HEATED CABINET Cres Cor Model No. H-137-SUA-12D Cabinet, Mobile Heated, insulated, top-mount heater assembly, recessed push/pull handles, magnetic latch, (12) sets chrome plated wire universal angle slides for 12" x 20" thru 18" x 26" pans on 4-1/2" centers, adjustable 1-1/2" centers, reversible dutch doors, (4) heavy duty 5" swivel casters (2) braked, anti-microbial latches, stainless steel construction, NSF, cCSAus, ENERGY STAR®
	2 ea	Standard Warranty: 1 year labor with 3 year parts warranty
	2 ea	120v/60/1-ph, 1500 watts, 12.0 amp, 10 ft power cord, NEMA 5-15P, standard
	2 ea	Right-hand door swing (top & bottom doors), standard
	1 ea	COMBI OVEN, ELECTRIC Alto-Shaam Model No. CTP10-20E Combitherm® CT PROformance™ Combi Oven/Steamer, electric, boiler-free, countertop, capacity (11) 18" x 26" full size sheet or (22) 12" x 20" full size hotel pan (1/1 GN), PROtouch control with steam/convection/combi/retherm modes, removable single-point temperature probe, (2) power levels, (4) cooking modes, programmable cool-down, SafeVent™ steam venting, CombiClean PLUS™ with (5) cleaning levels, CoolTouch3™ glass window, door hinged right, high efficiency LED lighting, (2) side racks with (11) non-tilt support rails, stainless steel construction, adjustable stainless steel legs, EcoSmart®, cULus, UL EPH ANSI/NSF 4, CE, IPX5, EAC, city-wide COA for New York City (Model CTP 10-20EVH)
	1 ea	NOTE: Subject to Manufacturer's Terms & Conditions. See Documents Section
	1 ea	It is the sole responsibility of the owner/operator/purchaser of this equipment to verify that the incoming water supply is comprehensively tested and, if required, provide a means of water treatment that would meet the compliance requirements with the manufacturers water quality standards published on the product spec sheet. Non-compliance with these minimum standards will potentially damage this equipment and/or components and VOID the original equipment manufacturers warranty
	1 ea	ECOpower
	1 ea	208-240v/50/60/3-ph, 68.8-79.4 amps, 24.8-33kW, 2-1 AWG, NO cord or plug
	1 ea	
	1 ea	10-20EVH Combihood Plus™ Ventless Hood, factory-installed, self-

Item	Qty	Description
		contained, high-powered fan, includes (1) grease & charcoal filter, stainless steel construction, 1.1 amps, .25 kW, cULus, UL EPH ANSI/NSF 4, CE, EAC (Not available on stacked combinations, units with smoking feature, or units with recessed door)
	1 ea	Removable single-point temperature probe, standard
	1 ea	NOTE: Security options not available on recessed door models Note: No factory authorized installation or start-up specified, no installation kit, no additional cleaners and no stand specified.
9.1ML	1 ea	WATER FILTRATION SYSTEM, FOR STEAM EQUIPMENT
		OptiPure Model No. QT11+CR QT Water Filter System, dual, (1) 10" CTO-Q10 cartridge & (1) 15" CTOS-QCR cartridge with IsoNet®, 2.5 gpm, 0.5 micron sediment and chlorine up to 20,000 gallons, 0.5 chloramine up to 6,000 gallons, pressure gauge, inlet shut-off valve, mounting bracket, for use with steam & combi ovens, NSF (170-52081)
	1 ea	NOTE: System utilizes (1) CTO-Q10 & (1) CTOS-QCR filter cartridges
	1 ea	CTO-Q10 Replacement Cartridge, 10", 15,000 gallons capacity, 1.5 gpm flow rate, 0.5 micron particulate, reduces chlorine, taste & odor (300-05828)
	1 ea	CTOS-QCR QT Replacement Cartridge, 15", 6,000 gallons capacity, 0.5 gpm flow rate, 1 micron particulate, reduces chloramine, reduces chlorine, taste & odor (300-05832) Note: Quoting recommended water filter for combi-oven when water test meets Alto-Shaam water quality standards. Factory suggests performing water quality test to verify proper water filter selection. If another manufacturer's water filter is used please verify water supplied to ovens meets manufacturers water quality requirements.
		NOTE: PRICE INCLUDED IN ITEM #9ML
10ML	1 ea	CABINET, COOK / HOLD / OVEN
		Cres Cor Model No. CO-151-FWUA-12DE Cook-N-Hold Cabinet, mobile, AquaTemp™, convection oven, top mounted power unit, solid state process controls, (12) sets of universal slides, adjustable on 1-1/2" centers, (6) chrome plated wire grids, anti-microbial latches, stainless steel interior & exterior, standard controls, cCSAus, CSA
	1 ea	Standard Warranty: 1 year labor, 2 years parts warranty
	1 ea	208v/60/1-ph, 8000 watts, 39.0 amps
11ML	1 ea	ICE MAKER, CUBE-STYLE
		Ice-O-Matic Model No. CIM0530FA Elevation Series™ Modular Cube Ice Maker, air-cooled, self-contained condenser, dual exhaust top/side air discharge, 30" W, approximately 561 lb production/24 hours at 70°/50° (432 lb at 90°/70°), full-size cubes, PURE ICE® built-in antimicrobial protection, LED status display, one touch sanitize/descaling controls, dishwasher safe food zone components, cULus, NSF, CE
	1 ea	3 yr. parts & labor warranty, standard

Item	Qty	Description
	1 ea	5 yr. evaporator warranty, standard
	1 ea	5 yr. parts on the compressor warranty, standard
	1 ea	115v/60/1-ph, 17.8 amps, standard
	1 ea	B55PS Ice Bin, 510 lb storage capacity, 30"W x 31"D x 50"H, top-hinged, slope front door, for top-mounted ice maker, polyethylene interior, durable stainless finish exterior, 6" legs, NSF
	1 ea	2 yr. parts & labor warranty, standard
	1 ea	1 yr parts & labor warranty (excluding cartridges), standard
	1 ea	7 yr Evaporator warranty in lieu of standard 5 yr, if a water filter is purchased with the machine & filters replaced every 6 mo. (USA & Canada only)
		Note: No water filter specified.
<hr/>		
12ML	1 ea	WORK TABLE, 48", STAINLESS STEEL TOP John Boos Model No. ST6-2448SSK-X Work Table, 48"W x 24"D, 16/300 stainless steel flat top, with Stallion Safety Edge front & back, 90° turndown on sides, stainless steel legs & adjustable undershelf, adjustable bullet feet, NSF, CSA-Sanitation, KD (Available in Effingham and Nevada)
	1 ea	Standard flyer accessories only, NO modifications to flyer items allowed or their accessories
	1 st	SLEG-34.75C-4-X Legs with Casters, 5" heavy duty, locking, with 1-5/8" diameter 16/300 stainless steel legs for standard working height of 35-3/4" (set of 4) (Available in Effingham and Nevada)
<hr/>		
13ML	1 ea	VENTLESS EXHAUST SYSTEM Wells Model No. WVU-96 Universal Ventless Hood, 96" cooking zone, horizontal air discharge, 4-stage filtration: grease filter, pre-filter, HEPA filter and charcoal filter, stainless steel stand, 1-1/2 HP, 208/240v/60/1-ph, 8.0 amps, cUL, US (NON-RETURNABLE Item) (For replacement filters, this model requires (4) Pre-filters (22618) & (2) HEPA Charcoal Filter Packs (23312)) (Note: field convertible to vertical air discharge)
	1 ea	OWNER RESPONSIBILITY: Before any Wells Mfg. Ventless unit can be powered up for the first time, the included UL300 Ansul fire suppression system must be charged with "Ansulex" and commissioned and tagged by a certified and locally licensed ANSUL Fire Suppression contractor. This commissioning is also the commencement of an agreement between the Ansul agent and the owner and cannot be consummated by Wells Mfg, its agents, dealers or service agencies. Cost will vary by individual Ansul agent and paid by the owner, not by Wells.
	1 ea	NOTE: Before purchasing and installing this equipment, Wells Mfg recommends that operators apply for permits as required by local jurisdictional authorities. Required permits vary by jurisdiction and may include Electrical, Fire, Mechanical and Food Service. Permits are the responsibility of the operator and/ or its contractors.
	1 ea	1 year parts and labor warranty, standard
	1 ea	Note: Must specify voltage and phase

Item	Qty	Description
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14ML 1 ea **RANGE, 36", 6 ROUND SOLID BURNERS**



Imperial Model No. IR-6-E
 Restaurant Range, electric, 36", (6) round elements, solid top, standard oven, (1) chrome rack, splatter screen, infinite heat controls, porcelain oven interior, stainless steel front, sides, backguard, landing ledge & kick plate, 6" legs, adjustable feet, cETLus, ETL-Sanitation, CE ****(NET)****

- 1 ea Limited one year parts and labor warranty, standard
- 1 ea 208v/60/1-ph, 84.0 amps, 17.3 kW
- 1 ea Stainless steel backguard with shelf standard

15ML 1 ea **GRIDDLE, ELECTRIC, COUNTERTOP**



Imperial Model No. ITG-36-E
 Griddle, electric, countertop, 36" W x 24" D cooking surface, 1/2" thick, polished steel plate, thermostatic controls, 4"W grease trough, removable grease can, stainless steel front, sides, splash guard & ledge, 4" legs, cETLus, ETL-Sanitation, CE ****(NET)****

- 1 ea Limited one year parts and labor warranty, standard
- 1 ea 208v/60/3-ph, 34.0 amps, 12.0 kW
- 1 ea STAND-36 Equipment Stand, 36", undershelf, stainless steel construction
- 1 ea Casters (set of 4), per set

Note: Model ITGS-36 specified has been discontinued. Quoting current model. Verify unit meets project requirements

16ML 1 ea **ELECTRIC FLOOR FRYER**



Imperial Model No. IFS-50-E
 Fryer, electric, floor model, 50lb. fat capacity, immersed electrical elements, snap action thermostat, includes: wire mesh crumb screen & (2) nickel-plated baskets, stainless steel front, door, sides, basket hanger & frypot, 6" legs, 15.25 kW, cETLus, CSA-Sanitation, CE ****(NET)****

- 1 ea Limited one year parts and labor warranty, standard
- 1 ea 208v/60/3-ph, 43.0 amps, 15.25 kW

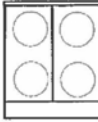
**** UPPER LEVEL ****


1UL 1 ea **ELECTRIC FLOOR FRYER**



Imperial Model No. IFS-50-E
 Fryer, electric, floor model, 50lb. fat capacity, immersed electrical elements, snap action thermostat, includes: wire mesh crumb screen & (2) nickel-plated baskets, stainless steel front, door, sides, basket hanger & frypot, 6" legs, 15.25 kW, cETLus, CSA-Sanitation, CE ****(NET)****

- 1 ea Limited one year parts and labor warranty, standard
- 1 ea 208v/60/3-ph, 43.0 amps, 15.25 kW

Item	Qty	Description	
2UL	1 ea	RANGE, 24", 4 ROUND SOLID BURNERS Imperial Model No. IR-4-E Restaurant Range, electric, 24", (4) round elements, solid top, space saver oven, (1) chrome rack, splatter screen, infinite heat controls, porcelain oven interior, stainless steel front, sides, backguard, landing ledge & kick plate, 6" legs, adjustable feet, cETLus, ETL-Sanitation, CE	<Existing>
			
		THIS ITEM WAS ALREADY PURCHASED AND DOES NOT NEED TO BE PURCHASED.	
	1 ea	Limited one year parts and labor warranty, standard	
	1 ea	208v/60/1-ph, 64.0 amps, 13.3 kW	
	1 ea	Stainless steel backguard with shelf standard	
3UL	1 ea	COMBI OVEN, ELECTRIC Alto-Shaam Model No. CTC10-10E Combitherm® CT Classic™ Combi Oven/Steamer, electric, boilerless, countertop, (11) 18" x 13" half size sheet or (11) 12" x 20" full size hotel (1/1 GN) pan capacity, classic control with steam/convection/combi cooking modes, SafeVent™ steam venting, CombiClean™ with (1) cleaning level, CoolTouch3™ glass window, door hinged right, high efficiency LED lighting, (2) side racks with (11) non-tilt support rails, stainless steel construction, adjustable stainless steel legs, EcoSmart®, cULus, UL EPH ANSI/NSF 4, CE, IPX5, EAC, city-wide COA for New York City (Model CTC 10-10EVH)	
	1 ea	NOTE: Subject to Manufacturer's Terms & Conditions. See Documents Section	
	1 ea	It is the sole responsibility of the owner/operator/purchaser of this equipment to verify that the incoming water supply is comprehensively tested and, if required, provide a means of water treatment that would meet the compliance requirements with the manufacturers water quality standards published on the product spec sheet. Non-compliance with these minimum standards will potentially damage this equipment and/or components and VOID the original equipment manufacturers warranty	
	1 ea	208-240v/50/60/3-ph, 39.4-45.5 amps, 14.2-18.9kW, 4 AWG, NO cord or plug	
	1 ea	10-10EVH Combihood Plus™ Ventless Hood, factory-installed, self-contained, high-powered fan, includes (1) grease & charcoal filter, stainless steel construction, 1.1 amps, .25 kW, cULus, UL EPH ANSI/NSF 4, CE, EAC (Not available on stacked combinations, units with smoking feature, or units with recessed door)	
	1 ea	NOTE: Security options not available on recessed door models Note: No factory authorized installation or start-up specified, no installation kit, no additional cleaners and no stand specified. Quoting as optional.	
		Note: Both the CTP series and CTC series combi's are specified. Verify units specified are correct prior to ordering.	
3.1UL	1 ea	WATER FILTRATION SYSTEM, FOR STEAM EQUIPMENT	

Item	Qty	Description
		<p>OptiPure Model No. QT11+CR QT Water Filter System, dual, (1) 10" CTO-Q10 cartridge & (1) 15" CTOS-QCR cartridge with IsoNet®, 2.5 gpm, 0.5 micron sediment and chlorine up to 20,000 gallons, 0.5 chloramine up to 6,000 gallons, pressure gauge, inlet shut-off valve, mounting bracket, for use with steam & combi ovens, NSF (170-52081)</p> <p>1 ea NOTE: System utilizes (1) CTO-Q10 & (1) CTOS-QCR filter cartridges</p> <p>1 ea CTO-Q10 Replacement Cartridge, 10", 15,000 gallons capacity, 1.5 gpm flow rate, 0.5 micron particulate, reduces chlorine, taste & odor (300-05828)</p> <p>1 ea CTOS-QCR QT Replacement Cartridge, 15", 6,000 gallons capacity, 0.5 gpm flow rate, 1 micron particulate, reduces chloramine, reduces chlorine, taste & odor (300-05832)</p> <p>Note: Quoting recommended water filter for combi-oven when water test meets Alto-Shaam water quality standards. Factory suggests performing water quality test to verify proper water filter selection. If another manufacturer's water filter is used please verify water supplied to ovens meets manufacturers water quality requirements.</p> <p>NOTE: PRICE INCLUDED IN #3UL</p>
4UL	1 ea	<p>VENTLESS EXHAUST SYSTEM <Existing></p> <p>Wells Model No. WVU-96 Universal Ventless Hood, 96" cooking zone, horizontal air discharge, 4-stage filtration: grease filter, pre-filter, HEPA filter and charcoal filter, stainless steel stand, 1-1/2 HP, 208/240v/60/1-ph, 8.0 amps, cUL, US (NON-RETURNABLE Item) (For replacement filters, this model requires (4) Pre-filters (22618) & (2) HEPA Charcoal Filter Packs (23312)) (Note: field convertible to vertical air discharge)</p> <p>THIS ITEM WAS ALREADY PURCHASED AND DOES NOT NEED TO BE PURCHASED.</p> <p>1 ea OWNER RESPONSIBILITY: Before any Wells Mfg. Ventless unit can be powered up for the first time, the included UL300 Ansul fire suppression system must be charged with "Ansulex" and commissioned and tagged by a certified and locally licensed ANSUL Fire Suppression contractor. This commissioning is also the commencement of an agreement between the Ansul agent and the owner and cannot be consummated by Wells Mfg, its agents, dealers or service agencies. Cost will vary by individual Ansul agent and paid by the owner, not by Wells.</p> <p>1 ea NOTE: Before purchasing and installing this equipment, Wells Mfg recommends that operators apply for permits as required by local jurisdictional authorities. Required permits vary by jurisdiction and may include Electrical, Fire, Mechanical and Food Service. Permits are the responsibility of the operator and/ or its contractors.</p> <p>1 ea 1 year parts and labor warranty, standard</p> <p>1 ea Note: Must specify voltage and phase</p>
5UL	1 ea	REACH-IN REFRIGERATOR

Item	Qty	Description
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True Manufacturing Co., Inc. Model No. STG2R-2S-HC
 SPEC SERIES® Refrigerator, Reach-in, two-section, stainless steel front,
 aluminum sides, (2) stainless steel doors with locks, cam-lift hinges,
 digital temperature control, aluminum interior, (6) gray shelves, LED
 interior lights, 5" castors, R290 Hydrocarbon refrigerant, 1/2 HP,
 115v/60/1, 5.9 amps, NEMA 5-15P, cULus, UL EPH Classified, MADE IN
 USA

- 1 ea Warranty - 3 year parts and labor, please visit www.Truemfg.com for specifics
- 1 ea Warranty - 5 year compressor (self-contained only), please visit www.Truemfg.com for specifics
- 1 ea Left door hinged left, right door hinged right standard
- 1 ea (3) vinyl shelves and shelf supports standard per section
- 1 st 5" castors, set of 4, standard

6UL 1 ea **REACH-IN FREEZER**



True Manufacturing Co., Inc. Model No. STG2F-2S-HC
 SPEC SERIES® Freezer, Reach-in, -10°F, two-section, stainless steel
 front, aluminum sides, (2) stainless steel doors with locks, cam-lift
 hinges, digital temperature control, aluminum interior, (6) gray
 shelves, LED interior lights, 5" castors, R290 Hydrocarbon refrigerant,
 1-1/4 HP, 115v/60/1, 9.4 amps, NEMA 5-15P, cULus, UL EPH Classified,
 MADE IN USA, ENERGY STAR®

- 1 ea Warranty - 3 year parts and labor, please visit www.Truemfg.com for specifics
- 1 ea Warranty - 5 year compressor (self-contained only), please visit www.Truemfg.com for specifics
- 1 ea Left door hinged left, right door hinged right standard
- 1 ea (3) vinyl shelves and shelf supports standard per section
- 1 st 5" castors, set of 4, standard

7UL 2 ea **WORK TABLE, 60", STAINLESS STEEL TOP**



John Boos Model No. ST6-3060SSK-C-X
 Work Table, 60"W x 30"D, 16/300 stainless steel flat top, with Stallion
 Safety Edge front & back, 90° turndown on sides, stainless steel legs &
 adjustable undershelf, (4) 5" casters, NSF, CSA-Sanitation, KD (FLYER
 NET PRICING)



- 2 ea Standard flyer accessories only, NO modifications to flyer items allowed or their accessories

8UL 5 ea **WIRE SHELVING**



Olympic Model No. J2148K Packed 4 ea
 Shelf, wire, 21" x 48", green epoxy finish with chromate substrate, NSF

- 5 ea 1 year warranty against manufacturing defects
- 5 ea 7 year warranty against rust and corrosion

Item	Qty	Description
	5 ea	J2472K Shelf, wire, 24" x 72", green epoxy finish with chromate substrate, NSF
	5 ea	1 year warranty against manufacturing defects
	5 ea	7 year warranty against rust and corrosion
	8 ea	J74UK Post 74", mobile, works with stem caster, grooved at 1" intervals, green epoxy finish with chromate substrate, NSF
	4 ea	J5 Stem/Swivel Caster, 5" dia., 1-1/4" face, resilient rubber tread, 200 lb. load capacity (priced per each), NSF
	4 ea	J5B Stem/Swivel-Brake Caster, 5" dia., 1-1/4" face, resilient rubber tread, 200 lb. load capacity (priced per each), NSF
9UL	1 ea	THREE (3) COMPARTMENT SINK  John Boos Model No. 3PB1620-2D18 Pro-Bowl Sink, 3-compartment, 87-1/4"W x 25-1/2"D x 44-1/16"H overall size, (3) 16"W x 20" front-to-back x 12" deep compartments, (2) 18" left & right drainboards, 10"H boxed backsplash with 45° top and 2" return, (1) set of splash mount faucet holes with 8" centers, 3-1/2" die-stamped drain opening, 16/300 stainless steel construction, stainless steel legs, adjustable front & side bracing, adjustable bullet feet, NSF, CSA-Sanitization, KD 1 ea PBF-10-SLF Heavy Duty Faucet, splash mount, 10" swing spout, 8" centers, 1/4 turn ceramic cartridges, color coded hot/cold indicators, integral check valve, 1/2" NPT, chrome finish, NSF, cCSAus, ADA Compliant (LEAD FREE FAUCET) 1 ea PB-PRW-1LF Prerinse Unit, splash mount, flex stainless steel hose, 8" centers, 1/4 turn cramic cartridges, color coded hot/cold indicators, integral check valve, 1/2" NPT, includes 12" wall bracket, NSF, cCSAus, ADA Compliant (LEAD FREE FAUCET) 1 ea PB-AD-10LF Add-On-Faucet, 10" swing spout, fits on PB-PRW-1LF or PB-PRD-2LF pre-rinse units (LEAD FREE FAUCET) 2 kt PB-SMMK-90 Splash Mount Faucet Mounting Kit, includes (2) 1/2" supply nipples, (2) retainer nuts, (2) lock washers, (2) rubber washers and (2) male & female short 90° elbows 3 ea PB-LWR-1 Twist Handle Lever Waste, for 3-1/2" industry standard sink opening, standard valve, basket strainer (includes an adapter for either 2" or 1-1/2" drain outlet) 3 ea PB-LWB Lever waste support arm bracket. Not for use with PB-LWS-1 straight handle lever waste. 1 ea Note: Provisions made at factory for installation.
10UL	1 ea	DISHWASHER, DOOR TYPE, VENTLESS  CMA Dishmachines Model No. CMA-180-VL FL Energy Mizer® Ventless Dishwasher, front loading door type, 25-1/2"W x 29"D x 86-5/16"H, ventless heat recovery & condensation removal, high temperature sanitizing with built-in 12.0 kW booster heater, (21) racks/hour, 16" dish clearance, Safe-T-Temp rinse feature, 6.0 kW wash tank heater, automatic heat exchanger condenser & wash-down, door safety interlock system included, rinse pressure regulating valve & wash tank screens, includes (1) open & (1) peg rack, stainless steel




Item	Qty	Description
		construction, adjustable feet, 1 HP wash pump motor, NSF, cULus, ENERGY STAR®
	1 ea	208v/60/3-ph, 49.0 amps, standard
	1 ea	Safe-T-Temp feature assures 180 degree sanitizing rinse once the booster thermostat has been satisfied. Cycle time will vary due to incoming water temperature.
11UL	1 ea	HAND SINK
		John Boos Model No. PBHS-W-1410-P-SSLR-X Pro-Bowl Hand Sink, wall mount, 14"W x 10" front-to-back x 5" deep bowl, splash mount faucet holes with 4" centers, 1-7/8" drain opening with basket drain, with left & right side splashes, includes mounting bracket, all stainless steel construction, NSF, CSA-Sanitation (splash mount faucet included) (Available in Effingham and Nevada)
	1 ea	Standard flyer accessories only, NO modifications to flyer items allowed or their accessories
12UL	1 ea	WORK TABLE, WITH PREP SINK(S)
		John Boos Model No. EPT6R5-3060SSK-L-X Work Table With Prep Sink, 60"W x 30"D x 40-3/4"H overall size, (1) 16"W x 20" front-to-back x 12" deep sink bowl on left, 5"H backsplash, includes 10" swing spout faucet 4" O.C., 16/300 stainless steel top, stainless steel legs & adjustable undershelf, 1" stainless steel adjustable bullet feet, NSF, CSA-Sanitation, KD (FLYER NET PRICING FOR EFFINGHAM & NEVADA)
	1 ea	Standard flyer accessories only, NO modifications to flyer items allowed or their accessories
13UL	1 ea	TILTING SKILLET BRAISING PAN, ELECTRIC
		AccuTemp Model No. ACES-30 *QUICK SHIP* AccuTemp Edge Series™ Tilting Skillet, Electric, 30 gallon capacity, manual tilt, stainless steel spring assist hinged cover with 4" vent port & no drip condensate guide, lip strainer, 10 ga. stainless steel pan with 5/8" thick heating plate, NEMA-2 control housing for thermostatic control with off 160°-445° F temp range, auto-off tilt switch, stainless steel legs with front bullet & rear flanged feet, cCSAus, NSF
	1 ea	Note: AccuTemp's Edge, Vision and Vision Touch series are custom equipment. "All Sales are Final", no returns
	1 ea	Lifetime service and support guarantee
	1 ea	208v/50/60/1ph, 12.0 kW, 57.7 amps

EXHIBIT D
RESPONDENT FORMS

FORM D-1

CARTERET BUSINESS PARTNERSHIP

RESPONDENT INFORMATION/COVER LETTER FORM

Date:

Respondent:

Address:

Telephone:

Contact Person:

Type of Business Entity

(Corporation, Partnership, Joint Venture, Other): _____

In submitting this Proposal, the Respondent, in addition to representing that it has met all of the criteria set forth in Section 3.3 thereof which by executing this Form D-1 it shall be deemed to have so represented, warrants and represents that (capitalized words and terms shall have the meanings ascribed to such terms in the RFP):

1. (a) Respondent has reviewed and understands the requirements set forth within the RFP and, if selected, will carry out all the duties and obligations contained in the Food and Beverage Concession Agreement.

(b) All information submitted in response to the RFP is accurate and factual and all representations made regarding Respondent's willingness to provide the services under the Concession Agreement are true and correct.

(c) The name and title of the individuals who will be Respondent's technical and business employees responsible for preparing the Proposal and responding to questions are:

2. Except to the extent expressly set forth on the attachment hereto (if applicable) there have been no material changes in the financial status of Respondent since the date of the most recent financial data submitted herein and such financial information and data fairly and accurately reflects the financial position of the Respondent as of the date of submission of the Proposal.

3. Respondent is duly organized and validly existing in good standing and is duly qualified to transact business in each jurisdiction where such qualification is required to enable Respondent to perform its obligations under the Concession Agreement.

4. There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental body against Respondent wherein an unfavorable decision, ruling or finding would materially adversely affect Respondent's ability to perform its obligation under

the Concession Agreement of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would materially adversely affect the validity or enforceability of the Concession Agreement, or any other agreement or instrument entered into by Respondent in connection with the transaction contemplated hereby.

5. The Proposal is submitted pursuant to due authorization by, and is in all respects binding upon, Respondent.

6. No corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of Respondent has been adjudicated to be in violation of any state or federal environmental law, or charged with or convicted of bribery, fraud, collusion, or any violation of any state or federal anti-trust or similar statute within the preceding five years, or previously adjudged in contempt of any court order enforcing such laws.

7. Respondent is not currently in breach of or in default of any agreement, or any other applicable Federal, state and local laws and regulations that are necessary for or relate to Respondent's ability to perform its obligations under the Contract.

8. The submission of the Proposal and the execution of the Concession Agreement by Respondent will not conflict with or constitute a breach or a default under: (a) any constitutional provision or law, or (b) any administrative regulation, judgment, decree, loan agreement, mortgage, indenture, bond, note, resolution, agreement or other instrument to which Respondent is a party or to which any of its property or other assets is otherwise a subject that would result in a legal impediment to the Respondent from fully performing its obligation under the Concession Agreement, if Respondent is selected as the Successful Respondent.

9. Respondent acknowledges that all costs incurred by it in connection with this submission shall be borne exclusively by Respondent.

10. Respondent acknowledges receipt of all addenda to this RFP, if any.

By:

(Name of Respondent)

(Signature)

(Name and Title)

(Note: To be typed on Respondent's Letterhead. CBP will accept no modifications to the language in this letter).

FORM D-2

STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT

Respondents must comply with Chapter 33, Public Laws of 1977 (N.J.S.A. 52:25-24.2), requiring corporate and partnership Respondents for State, County, Municipal or Authority Contracts to submit a list of names and addresses of all stockholders owning ten percent (10%) or more of their stock of any class, or in the case of a partnership, the names and addresses of those partners owning ten percent (10%), or greater interest therein.

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | | |

Check the appropriate paragraph:

_____ I certify that the list below contains the names and home addresses of all stockholders holding ten percent (10%) or more of the issued and outstanding stock of the undersigned (partnership/corporation).

_____ I certify that no one stockholder owns ten percent (10%) or more of the issued and outstanding stock of the undersigned (partnership/corporation).

Authorized Signature: _____

Name of Signatory: _____

Title of Signatory: _____

Company Name: _____

If there are no stockholders or partners owning a ten percent (10%) or greater interest therein, insert the word "NONE" below.

Name: _____
Home Address: _____
Percentage of Ownership _____

Name: _____
Home Address: _____
Percentage of Ownership _____

Name: _____
Home Address: _____
Percentage of Ownership _____

Name: _____
Home Address: _____
Percentage of Ownership _____

FORM D-3

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY:

SS:

COUNTY OF _____

I, _____ of the _____ of _____ in the County of _____, and the State of _____, of full age, being duly sworn according to the law on my oath, depose and say that:

I am _____ of the firm of _____ the Respondent submitting the proposal to the **Carteret Business Partnership** for the contract for Food and Beverage Services Concession for the at the Carteret Performing Arts and Events Center, and that I executed the said proposal with full authority to do so; that said respondent has not, directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive process in connection with this procurement; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the **Carteret Business Partnership** relied upon the truth of the statements contained in said proposal and in this affidavit in awarding the contract for the said proposal.

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 fees, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

(Name of Respondent)

Authorized Signature: _____

Name of Signatory: _____

Title of Signatory: _____

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Subscribed and Sworn to before me
this ____ day of _____, 202__.

Signature of Notary Public

FORM D-4

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

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

The Concessionaire 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 Concessionaire's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Concessionaire 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 Concessionaire agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The Concessionaire agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

The Concessionaire 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 Concessionaire shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Submitted by

Name of Concessionaire: _____

This _____ day of _____, 2020.

Signature of owner or Partner

Type or Printed Name & Title

Telephone Number

FORM D-5

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

<u>REFERENCE NUMBER OR TITLE OF ADDENDUM OR REVISION</u>	<u>Date Received</u>

No addenda were received:

Acknowledged for: _____
(Name of Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM D-6

PROPOSAL FORM

TO: Borough of Carteret
Diana St. John, Director of Community Development
61 Cooke Avenue
Carteret, New Jersey 07008

Pursuant to and in compliance with your Notice to Respondents, the Request for Proposals, including all addenda issued during the proposal period whether or not received or examined by the undersigned (“RFP”), the undersigned offers to provide all of the Services required by the proposed Concession Agreement.

In consideration for providing the Services set forth in the Concession Agreement, Successful Respondent shall pay to the Carteret Business Partnership a fee (“Contract Fee”) on a monthly basis as a sum of:

- (i) Catering Fees, which shall be a percentage of revenues generated from Catering Services net of taxes; and
- (ii) Food and Beverage Fees, which shall be a percent of revenues generated from Food and Beverage Services net of taxes.

Catering Fees and Food and Beverage Fees must be at least 15% of revenues from each category of fees.

Minimum Monthly Contract Fee: Irrespective of the proposals for the Contract Fee, the monthly Contract Fee payable to the Carteret Business Partnership shall never be less than \$7,500 per month.

Year One:

Category of Gross Revenue	Percentage of Gross Revenue
Catering Fees	_____ %
Food and Beverage Fees	_____ %

Year Two:

Category of Gross Revenue	Percentage of Gross Revenue
Catering Fees	_____ %
Food and Beverage Fees	_____ %

Year Three:

Category of Gross Revenue	Percentage of Gross Revenue
Catering Fees	_____ %
Food and Beverage Fees	_____ %

Year Four:

Category of Gross Revenue	Percentage of Gross Revenue
Catering Fees	_____ %
Food and Beverage Fees	_____ %

Year Five:

Category of Gross Revenue	Percentage of Gross Revenue
Catering Fees	_____ %
Food and Beverage Fees	_____ %

Estimated Operating Costs for one year: \$ _____

Estimated Capital Investment for Implementation of Concession Agreement \$ _____

As indicated in the RFP, the following enclosures must be included in a Proposal, and the absence of any of them shall be judged by the Carteret Business Partnership to make the Proposal incomplete and non-responsive. Respondent shall check off each item below to confirm its enclosure in this Proposal.

- _____ (a) Cover letter (Form D-1)
- _____ (b) Disclosure Statement (Form D-2).
- _____ (c) Non-Collusion Affidavit (Form D-3).
- _____ (d) Certificate of Equal Opportunity (Form D-4)

2. In submitting this Proposal, it is understood by the undersigned that all addenda issued during the Proposal period, whether or not received or examined by the undersigned, are part of the RFP, and will be part of the Contract Documents.

3. If this Proposal is not accepted-within sixty (60) days of Proposal opening, the undersigned's Proposal Security shall be returned in accordance with the provisions set forth in the RFP, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

4. The undersigned hereby represents that it:
- (a) has carefully studied the RFP and understands the RFP fully; and
 - (b) has made this Proposal in accordance with the RFP and N.J.S.A. 40A:11-4.1 et seq.; and
 - (c) has carefully examined the facilities at the CPAC; and
 - (d) has determined that the CPAC is suitable for all purposes required to perform the service required under the RFP; and

- (e) has discovered no error, inconsistency or ambiguity in the RFP that the Respondent has not reported to the Project Representative in writing; and
- (f) has no question about the proposed Contract Documents and how they are to be interpreted and construed that has not been submitted to the Project Representative in writing, has no objections to the proposed Concession Agreement and takes no exception to the proposed Concession Agreement; and
- (g) is familiar with the requirements of applicable law, statute, ordinances, building codes, rules and regulations affecting the services to be performed; and
- (h) has reviewed the form of the Concession Agreement and has no objection to it, and further has reviewed the bond and insurance requirements in detail with its bonding company and its insurance company and will be able to provide all of the required bonds and insurance, and further has included the cost of all required bonds and insurance in the fee set forth in its Proposal.

This Proposal may not be withdrawn within sixty (60) days after the Proposal Opening.

DATE:

BY:

(Signature)

(Title)

(Firm Name - See Note Below)

(Business Address)

Telephone Number:

NOTE: If the Respondent is a corporation, give the State of Incorporation using the Corporation organized under the laws of the State of and impress seal above. If the Respondent is a partnership, give the names of the partners and include also the phrase "Co-Partners trading and doing business under the firm name and style of _____." If the Respondent is an individual using a trade name, give the individual name and include also the phrase "An individual doing business under the firm name _____."