

OPERATING AGREEMENT

**STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STATE PARK SERVICE**

THIS AGREEMENT, made this 1st day of **July**, in the year of Two Thousand and Sixteen (2016),

**BETWEEN THE STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF PARKS & FORESTRY
501 EAST STATE STREET
P. O. BOX 420
TRENTON, NEW JERSEY 08625-0420**

hereinafter referred to as "the Department",

**AND MCANN'S AT THE MEADOWS LLC
c/o THOMAS M. MCCANN
1208 PINE TREE WAY REAR
BELMAR, NEW JERSEY 07719**

hereinafter referred to as "Operator".

WHEREAS, the Department is the Owner of Spring Meadow Golf Course ("Golf Course") hereinafter described; and

WHEREAS, the Spring Meadow Golf Course is a fully-operational year-round 18-hole golf course in Monmouth County, New Jersey. The Golf Course is adjacent to Allaire State Park on Atlantic Avenue in Wall Township with the Spring Meadow Inn restaurant and bar and halfway house located adjacent to number Eight (8) Tee within the premises of the Golf Course.

WHEREAS, the Department issued the *Operation of The Spring Meadow Inn at Spring Meadow Golf Course - Request for Proposal* on April 5, 2016, for an operator to manage and operate the restaurant with bar, halfway house, and mobile beverage cart, and offer high-quality banquet/catering events within the operational area (Operational Area) subject to this Agreement at Spring Meadow Golf Course to provide food, alcoholic beverages, non-alcoholic beverages and banquet/catering events (the "RFP"), a copy of which is attached hereto and made part hereof as Exhibit A; and

WHEREAS, the Department recognizes that the operational areas at the Spring Meadow Inn ("Inn") and the Halfway House can and should be operated by an operator that provides food and bar (alcoholic beverage) services; and

WHEREAS, The Department, subject to the terms set forth in the RFP, is willing and authorized pursuant to N.J.S.A. 13:1L-6 to enter into this Operating Agreement under the provisions, covenants, terms, and conditions hereinafter described, which shall be consistent with the terms set forth in Operator's proposal submitted in response to the RFP ("Bid Proposal"), a copy of which Bid Proposal is attached hereto and incorporated by reference as Exhibit A-1; and

WHEREAS, the Operational Area has been defined as follows: the Inn and the Halfway House. The Inn and Halfway House were designed and constructed to provide restaurant-type food and refreshments (alcoholic and non-alcoholic beverages) for golfers and patrons as a full-service restaurant with a full-service bar; and

WHEREAS, said structures and operational areas are identified more particularly on the Survey Maps attached to and made a part of this Operating Agreement as Exhibit B; and

WHEREAS, there are material terms in the RFP which are necessary to this Operating Agreement and to which Operator shall be bound; and

WHEREAS, this Operating Agreement shall be controlling and wherever there is a term different from the RFP, this Operating Agreement shall be determinative of that term; and

WHEREAS, the Department may use the terms Operating Agreement and Agreement interchangeably throughout with the same meaning and intent; and

WHEREAS, the Department is willing to enter into this Operating Agreement with Operator under the provisions, covenants, terms, and conditions hereinafter described.

NOW THEREFORE, in consideration of payment by Operator to the Department as herein below provided and the mutual covenants hereinafter made, and in accordance with the provisions of N.J.S.A. 13:11L-1 et seq., the Department and Operator hereby mutually covenant and agree as follows:

1. THE OPERATIONAL AREA; PERSONAL PROPERTY

A. The Department hereby allows Operator to use the Operational Area (as fully described in Sections 1.2.1 through Section 1.2.1.3 of the RFP) for the Term of this Operating Agreement. It is expressly understood that this Operating Agreement does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Operational Area to Operator.

B. Operator shall provide all the personal property (as defined in the RFP) and supplies necessary to perform under this Operating Agreement and the RFP. Operator has provided a list of all items that are personal property that shall not become a part of the Department's property as Exhibit C. Operator shall provide an updated list, as often as necessary, to the Department. All other improvements ("Improvements" shall mean any renovations, changes, alterations, modifications, retro-fittings, replacements, upgrades, additions, out-fittings, and the like, including any and all woodwork, fixtures, hardware, wiring, pipes, and appurtenances that are a part of the improvements, but shall not mean personal property. Improvements shall also mean the re-building of any building due to damage to the building or the building of any new structure) shall become the property of the Department.

2. TERM

A. The term of this Operating Agreement shall commence on July 1, 2016 ("Effective Date"). Operator shall operate the Operational Area during the term of this Operating Agreement, beginning on the Effective Date and continuing for a period five (5) years (July 1, 2016 – June 30, 2021), until the expiration of the Operating Agreement on June 30, 2021 ("Expiration Date"), unless the Operating Agreement shall end sooner pursuant to any of the terms, covenants, or conditions herein provided or pursuant to law. The Department may terminate this Operating Agreement in accordance with the termination provisions as set forth in Paragraph 24 (DEFAULT; DEPARTMENT'S REMEDIES ON DEFAULT) of the Operating Agreement, or in accordance with applicable law. In the event of such termination, after expiration of the notice period, Operator shall not be permitted to enter the Operational Area without accompaniment of a representative of the Department.

B. Operator shall take responsibility for the Operational Area upon the Effective Date of this Agreement.

C. Operator shall complete within one (1) year of the Effective Date of this Operating Agreement the following Improvements:

- (i) Construction of an Outside Deck on the front and on the side of the Inn nearest to the parking lot. Put out tables and umbrellas and install an outside bar approved by the Department.
- (ii) Remove and install new carpeting throughout the Inn. Remove wall and bar décor and clean and paint the walls. Install new equipment identified in the Request for Proposal, including a glass washer and draft beer system.

- (iii) Clean and paint the kitchen, remove old/broken equipment, and install new equipment.
- (iv) Clean and paint the Halfway House interior and exterior. Install new equipment and put out tables, chairs and umbrellas.

For all Improvements, Operator shall first submit an Improvement Plan to obtain the Department written approval in accordance with Paragraph 11 of the Operating Agreement. If Operator fails to complete the Improvements specified herein in the timeframe identified, such failure shall constitute a material breach of the Operating Agreement and shall constitute grounds for termination of the Operating Agreement.

D. When the Operating Agreement for the Spring Meadow Golf Course ("Golf Course") expires on April 14, 2021 or is terminated prior to the expiration date, and this Operating Agreement for the Spring Meadow Inn ("Inn") expires on June 30, 2021 or is terminated prior to the expiration date, the Department shall publicly bid either a single agreement to operate both the Golf Course and Inn or two separate agreements, one to operate the Golf Course and one to operate the Inn. Under the following conditions, the Operator shall have the right of first refusal to enter into an agreement with the Department to operate the Inn:

- (i) This Operating Agreement, for the operation of the Inn, has not been terminated as set forth in accordance with Paragraph 24 of the Operating Agreement prior to the expiration date; and
- (ii) The new Request for Proposal for the Inn will result in a separate agreement for the stand-alone operation of the Inn without the Golf Course included.

If the Request for Proposal is for both the Golf Course and the Inn, this right of first refusal shall have no effect. In addition, the "right of first refusal" shall mean that, upon receipt and evaluation of bids for a new Operating Agreement, the Operator shall have the opportunity to submit an offer that is greater than the highest evaluated bid.

3. RENT

As consideration for entering into the Operating Agreement, the successful bidder shall pay the Department the Annual Rents as identified below:

A. Annual Base Rent: Operator shall pay the Department an Annual Base Rent in the amount of Thirty Three Thousand Six Hundred Dollars (\$33,600.00). The Annual Base Rent is payable in twelve (12) monthly installments in the amount of Two Thousand Eight Hundred (\$2,800.00).

- (i) The first payment of the Annual Base Rent will be due when the Operator returns the signed Operating Agreement and then the First (1st) day of every month thereafter.
- (ii) The Annual Base Rent shall increase annually by three (3%) percent, beginning on the first anniversary of the Effective Date.

B. Variable Annual Rent: Operator shall pay the Department a Variable Annual Rent based on the following Annual Total Gross Revenue:

- (i) 7.2% of Annual Total Gross Revenue from Zero Dollars to \$500,000.00
- (ii) 8% of Annual Total Gross Revenue from \$501,000.00 to \$750,000.00
- (iii) 8.5% of Annual Total Gross Revenue from \$750,001.00 to \$899,000.00
- (iv) 9% of Annual Total Gross Revenue over \$899,001.00

The Variable Annual Rent payments shall be due on June 1st of each calendar year with the exception of the last Term Year that will be due on September 30, 2021. The first and last

Variable Annual Rent will be for a portion of the First Term Year (2016) and Last Term Year (2021).

C. For purposes of calculating the Variable Annual Rent, the Annual Total Gross Revenue shall be defined to include all sales at the gross selling price of food, alcoholic and non-alcoholic beverages, merchandise and items of every character sold in, upon, or through any part of the Restaurant, Bar, Halfway House, Food/Beverage Cart and Banquet/Catering by Operator, or any other person, firm or corporation and shall include sales and charges for cash and credit regardless of whether or not the same is collected or uncollected, less only all proper credits, allowances or discounts as well as any sales taxes collected by Operator and remitted to taxing authorities with respect to each Term Year.

D. On or before May 1st of each Term Year and on or before September 1, 2021 after this Operating Agreement has terminated, Operator shall provide the Department with a financial report prepared by a Certified Public Accountant licensed to practice accounting in the State of New Jersey setting forth Operators Annual Total Gross Revenue for the previous Term Year ending December 31 and the results of the Audit required by Paragraph 4 of this Operating Agreement ("Report"). Based on this Report, Operator's Variable Annual Rent owed to the Department for the previous Term Year shall be determined.

E. All Operating Agreement Payments shall be submitted by check made payable to "Treasurer - State of New Jersey" and sent to:

Department of Environmental Protection
Natural & Historic Resources
Office of Leases & Concessions
Mail Code: 501-04C,
PO Box 420
Trenton, New Jersey 08625-0420

If Operator fails to pay said compensation at such time and in such manner as specified herein, such failure shall constitute a material breach of the Agreement and grounds for termination of the Agreement.

F. Any payment of the Annual Base Rent and Variable Annual Rent not made on or before the First (1st) day of the month shall be considered past due. All past due amounts shall be assessed a monthly penalty of five (5%) percent of the total amount due calculated on the tenth (10th) day of each month.

G. Any payment not received by the First (1st) day of the month will be considered a default pursuant to Paragraph 24 and will trigger the remedies available to the Department thereunder.

H. In the event any check for payment is returned to the Department, all future compensation shall be made by Certified or Cashier's Check only.

4. RECORDS AND AUDIT; REVENUE

A. Operator shall prepare and compile, or oversee the preparation and compilation of and submit to the Department a quarterly financial report itemizing the following, on a monthly basis:

- i. Food sales must be reported and recorded by area (Restaurant, Bar, Halfway House, Food/Beverage Cart and Banquet/Catering)
- ii. Beverage sales, must be recorded and reported by alcoholic and non-alcoholic
- iii. Banquet/Catering & Special Events
- iv. Sales tax collected

The quarterly financial report shall be submitted by the fifteenth (15th) day after the quarters ending March 31st, June 30th, September 30th and December 31st.

B. Pursuant to Paragraph 3.D, Operator shall provide a yearly audit to the Department by no later than the following May 1st and by September 1, 2021 after the Operating Agreement has

expired If the Operating Agreement is terminated as set forth in Paragraph 24, Operator shall within sixty (60) days provide the yearly audit for the portion of the Term Year ending on the termination date. Operator shall conduct and provide the Department with a complete audit of its gross revenue for the prior calendar year ending December 31 prepared by a Certified Public Accountant (CPA) licensed to practice accounting in the State of New Jersey ("Audit") with a CPA's highest level of assurances and verification and substantiation procedures. Financial statement compilations, financial statement reviews, or any or any other lower level of financial statements will not be accepted in lieu of an audit.

C. Operator shall maintain complete and adequate financial records that will allow Operator to prepare financial statements and audits in accordance with generally accepted accounting principles for all Annual Total Gross Revenue and all expenditures incurred in Operator's operations under this Operating Agreement. Operator shall retain such records for at least six (6) years from the expiration or termination of this Operating Agreement. Such records shall be made available for audit during normal business hours by an authorized representative of the Department to determine the adequacy of Operator's financial management systems and internal control systems established to meet the terms and conditions of this Operating Agreement and to ensure that the financial statements are fairly presented in accordance with generally accepted accounting principles.

D. Operator, its contractors and subcontractors, shall provide the Department through an authorized representative reasonable access to and the right to examine all records, books, papers, documents or systems reasonably related to Operator's possession, occupation and use of any part of the Compound, and any project, services and work being performed pursuant to any contract or subcontract. Access to Operator's records, books, papers, documents or systems shall be on a date as agreed to by the Department and Operator or no later than ten (10) days after the Department's request if Operator and the Department cannot agree to a date. Proper facilities shall be furnished for access and inspection.

E. Any and all audits conducted by Operator, the Department or the Department's authorized representative, shall be paid for solely by Operator.

F. Whether or not such audits are conducted during the term of this Operating Agreement, a final audit may be required by the Department after the Operating Agreement expires or is terminated.

G. If any audit has been started but not completed or resolved before the end of the six-year period, Operator continues to be subject to such audit until it is completed and resolved.

H. All cash, checks, credit card payments, etc. received by Operator shall be deposited into a single bank account, maintained at a bank located within the State of New Jersey and maintained solely for Spring Meadow Golf Course Operational Area activities, through which all financial transactions (including but not limited to deposits, withdrawals, and purchases) must pass.

6. ADDITIONAL PAYMENTS (SELF HELP)

If the Department incurs any expense as a result of Operator's failure to perform any obligation of Operator hereunder or by reason of the breach of this Operating Agreement by Operator, Operator shall be liable for payment of such reasonable expense, including reasonable attorney's fees and costs, which shall be deemed an Additional Operating Agreement Payment and be added to and become a part of the next payment to be paid by Operator. The Department shall provide notice to Operator in accordance with Paragraph 37.

7. USE OF OPERATIONAL AREA; PURPOSE; EVENTS

A. Operator agrees to operate the Operational Area for its intended purpose in the manner set forth in this Operating Agreement and the RFP, and Operator may not operate or use the Operational Area for any other purpose, without the prior written consent of the Department, which may be given in the Department's sole discretion.

B. Operator shall not use or allow or permit others to use the Operational Area for any purpose or in any manner other than as expressly provided herein. No use or manner of use shall be implied from the purposes expressed herein. Operator shall not conduct or allow any use that would

in any way cause damage to all or any part of the Operational Area or any other part of Spring Meadow Golf Course or constitute a public or private nuisance or otherwise disturb the quiet enjoyment of another tenant or occupant.

8. MANAGEMENT OF THE OPERATIONAL AREA

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

B. Prices for all food and beverages (alcoholic & non-alcoholic), shall be submitted in writing annually to and approved by the Department in writing before any proposed price can become effective. Proposed prices to be charged must be submitted and approved at least ten (10) days prior to initial opening of the Operational Areas and on a yearly basis thereafter for the duration of the Agreement. Failure on the part of the Operator to obtain the Department's advance written approval is a material breach of the Agreement, subject to suspension and/or termination of the Agreement upon notice to the Operator in accordance with Paragraph 24. All prices shall be properly displayed in price menus at all times. Price menus must be professional in appearance and neat.

C. Operator shall engage a sufficient number of reliable, competent, and qualified staff of legal age for operation and management of each Operational Area covered by the Agreement. If the Department determines that Operator has not provided a sufficient number of reliable, competent, and qualified staff of legal age for the operation and management of the Operational Area, Operator shall, immediately upon receipt of written notification from the Department, correct the staffing deficiencies described in said notice. If the deficiencies described in said notice are not corrected by Operator immediately upon receipt of written notification, the Department reserves the right to suspend Operator's operation of the Operational Area, pending correction of the deficiencies. Operator shall not be entitled to any abatement of revenue payment due to any suspension or other action taken by the Department under this Paragraph, and the Department shall not be liable to Operator, or any party claiming through Operator, for any claim, liability, or damages resulting from said action by the Department.

D. All employees must wear uniform apparel and name tags to identify and distinguish them as Operator's employees. The type of uniform apparel and identification shall be pre-approved, in writing, by the Department, prior to the start of the term. Failure on the part of the Operator to comply with the uniform requirement shall be a material breach of the Agreement.

9. ANNUAL STATE PERMIT

A. The purpose of this Operating Agreement is for the day-to-day operation of the Spring Meadow Inn restaurant and bar, the halfway house, mobile beverage cart, and banquet/catered events for the sale and on-premises consumption of alcoholic beverages.

B. Operator shall secure an Annual State Permit from the New Jersey Division of Alcohol Beverage Control for the service and consumption of alcoholic beverages on the licensed premises within twelve (12) months of the Effective Date. The Department, in its sole discretion, may terminate the Operating Agreement as set forth in Paragraph 24 if the Operator:

- (i) Fails to secure the Annual State Permit in the timeframe identified in Paragraph 9B above, or
- (ii) The Division of Alcohol Beverage Control revokes the Annual State Permit that had been issued to the Operator at any time during the term of this Operating Agreement.

The Operator shall be required to perform under this Operating Agreement during the application period for the Annual State Permit regardless of Operator's ability to obtain an Annual State Permit

C. Nothing in this Operating Agreement or any of the attachments hereto shall be construed as a guarantee that the Operator shall be issued an Annual State Permit from the New Jersey Division of Alcohol Beverage Control.

10. MAINTENANCE, CARE, REPAIR AND CONDITION OF OPERATIONAL AREA

A. The Operator shall be required to perform any and all ordinary and extraordinary maintenance and repairs of the Inn, Halfway House, and Equipment located thereon and the utilities as outlined in Paragraph 10. Notification of all repairs shall be made to the Department via email prior to the repair being made unless the repair is emergent in nature. The Operator shall be solely responsible for making any and all ordinary and extraordinary repairs and maintenance at Operator's sole expense.

B. Operator shall mow and maintain the grass areas and landscaping of the Premises, and around the propane tank located in the rear of the Inn, at the Operator's sole expense.

C. The clearing of snow and ice from the walkway adjacent to the employee parking area and entrances associated with the Premises shall be the sole responsibility and at the sole expense of the Operator. If Operator determines that ice patches should be salted for safety reasons, Operator shall do so at Operator's sole expense.

D. Operator shall be solely responsible for trash removal from the Premises, at Operator's sole expense. Trash removal from the dumpster(s) shall be Operator's responsibility and at Operator's sole expense. The Operator shall participate in and comply with all applicable recycling programs in effect in Wall Township and/or Monmouth County.

E. Fire prevention and suppression within the structures of the Premises shall be Operator's sole responsibility and expense and shall be coordinated with the Wall Township's Fire Marshall and/or the State Fire Marshall.

F. Operator shall preserve and maintain in good and clean condition the Premises and all Equipment, reasonable wear and tear excepted. Operator is solely responsible for the maintenance and cleanliness of the Premises and Equipment.

G. Regular maintenance and any and all repair costs associated with the Premises and Equipment shall be the sole responsibility of the Operator.

H. Operator shall be solely responsible for the following:

- (i) Interior maintenance of all structures and cleanliness of the entire Premises;
- (ii) Regular cleaning and degreasing of the blacktop area, shipping/receiving area, and trash container area;
- (iii) Snow removal from the front entrance area, sidewalk from the front entrance to the parking lot, and back door area of Inn;
- (iv) Cleaning and trash pickup from the front and rear of the Inn and all areas around the Halfway House;
- (v) Cleaning and replacement, as needed, of all window trim, drapes, shades, screens, blinds, etc.;
- (vi) Daily sweeping, maintenance, and quarterly professional cleaning of all carpeted areas. Replacement of the carpeting as needed, with spike proof carpeting;
- (vii) Daily bathroom maintenance and upkeep. Repair of all fixtures, floors, and walls as needed;
- (ix) Division of Fire Safety inspection, service and/or repair of Ansul fire protection system after discharge or as required. A copy of the inspection report must be provided to the Department, upon request;

- (xi) Degreasing and deep cleaning of kitchen and exhaust hood a minimum of twice per year. Operator shall service the exhaust systems, including the roof vent, on an annual basis and shall post a notice of said cleaning, as provided by the cleaning service obtained. Operator shall provide a copy of the cleaning report to the Department, upon request;
- (xii) Septic and grease tanks must be pumped at least twice a year (during the months of April and October), and Operator shall provide proof of completion of the pumping to the Department, upon request; and
- (xiii) Maintenance (including, but not limited to the emergency repair) of the Inn:
 - (a) Plumbing systems
 - (b) Heating units
 - (c) Hot water heaters
 - (d) Air conditioning units
 - (e) Walk-in refrigerators and freezers, reach-in refrigerators and freezers and refrigerated sandwich units
 - (f) Beer tap delivery system
 - (g) Ice Machines
 - (h) Fire monitoring system
 - (i) Soda beverage dispensing machines

I. Upon expiration or termination of the Agreement, Operator shall deliver up peaceable possession of the Premises to the Department in as good and clean condition as the Premises was made available at the commencement of the Agreement, reasonable wear and tear excepted. In the event that Operator does not deliver up possession as herein provided, the Department may restore the Premises to such condition, whether due to a need to repair or to clean or both; and the cost thereof shall be paid by Operator to the Department within fifteen (15) days of the Department's written demand for payment.

11. IMPROVEMENTS

A. Operator has inspected the Operational Area and accepts it in "as is" condition and without representation or warranty of any kind by the Department including, without limitation, any representations or warranty of fitness for a particular purpose. Operator agrees that Operator shall take good care of the Operational Area, and that the Operational Area shall not be improved without the written consent of the Department. Operator further agrees that, unless otherwise provided by written agreement, all improvements that may be required will be done with the written pre-approval of the Department, but at the cost of Operator. Upon expiration or termination of this Operating Agreement, these improvements shall be the property of the Department without payment of any compensation therefore to Operator. Any improvements will remain upon and be surrendered with the Operational Area.

- (i) For any proposed improvements, Operator shall submit to the Department an Improvement Plan. The Improvement Plan shall include but not be limited to: (a) a description (including plans and specifications when deemed appropriate by the Department) of each improvement; (b) a schedule for initiation and completion of each improvement; (c) a statement whether each improvement will be performed by Operator or a contractor; and (d) such additional information that the Department may reasonably require to determine whether to approve the proposed improvement.
- (ii) For all improvements approved by the Department, Operator shall obtain any and all applicable permits and shall pay the Prevailing Wage pursuant to Paragraph 47 for any construction to the Operational Area.
- (iii) The Operator shall be solely responsible to obtain and pay for all necessary permits for the making of improvements at the Inn and Halfway House and shall pay Prevailing Wage for all construction projects. The contractor must comply with New Jersey Uniform Construction Code and

the latest NEC70, Building Officials & Code Administrators. Basic Building code, OSHA and all applicable codes for this requirement.

B. Operator shall commit no act of waste. Operator shall take good care of the Operational Area. Upon the termination or expiration of this Operating Agreement, Operator shall surrender the Operational Area and the improvements thereon to the Department in as good condition and repair as reasonable and proper use of the Operational Area thereon will permit, normal wear and tear excepted.

C. Operator shall promptly make all necessary repairs to the Operational Area at Operator's expense. All repairs of damage to the Operational Area shall restore the affected property to the appearance, condition, and utility of said property immediately prior to the damage. Operator shall notify the Department of all repairs by sending an email to: George.Chidley@dep.nj.gov, with enough information about the repair so that a representative from the Department may find the locale of the repair and inspect the work completed.

D. Operator shall, in the use of the Operational Area, conform to all laws, orders and regulations of the federal, State and local governments pertaining to the Operational Area and Operator's use of the Operational Area.

E. Operator shall, at its sole cost and expense, keep and maintain the Operational Area in a neat, clean, and sanitary condition. Operator shall keep the Operational Area free of trash and be responsible for the recycling of trash. Operator shall participate in and comply with all applicable recycling programs in effect in Wall Township, Monmouth County. Operator shall be responsible for the collection and prompt removal of all trash from the Operational Area to a dumpster or other facility provided by Operator. Operator shall be responsible for obtaining an animal-proof dumpster at Operator's sole expense, and Operator shall be responsible for all trash removal and disposal costs.

F. The sidewalk entrances, vestibules, stairways, corridors and halls shall not be obstructed or encumbered by Operator or used for any purpose other than ingress and egress to and from the Operational Area.

G. The sinks and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed and no sweepings, trash, rags, or other substances, including caustic or hazardous substances, shall be placed therein. Operator shall, at Operator's sole expense, repair all damages to any fixture resulting from any misuse thereof by Operator or Operator's servants, employees, agents, visitors or licensees.

H. Operator shall, before closing and leaving the Operational Area and as may be required by weather conditions, assure that all doors and windows are closed. Operator shall not leave the doors and/or windows open when it rains. Operator shall be liable for any injury sustained by the Department for damage to paint or plastering, or damage otherwise caused to the Operational Area, resulting from Operator's failure to close all doors and/or windows in the Operational Area.

I. Operator shall not place or allow any kind of permanent sign to be placed at or about the entrance to the Operational Area, any other part of same, and/or any part of Spring Meadow Golf Course, except in or at such place or places as may be indicated by the Department and consented to by the Department in writing. If the Department or the Department's representatives shall deem it necessary to remove any such permanent sign or signs in order to paint or to make any other repairs or improvements in or upon the Operational Area or Spring Meadow Golf Course, the Department shall have the right to do so, providing the sign or signs shall be removed and replaced at the Department's expense whenever the said repairs or improvements have been completed.

J. Operator may install such equipment as Operator needs to maximize Operator's use of the Operational Area, with the Department's approval, in writing. The Department shall not be responsible for any damage to said equipment while being moved in or out of the Operational Area or while in use at the Operational Area. All damage done to the buildings by moving or maintaining any equipment or large or heavy supplies shall be repaired at the expense of Operator.

K. Operator shall be responsible for supplying all equipment, appliances, inventory, furniture and supplies necessary to operate the Operational Area pursuant to the RFP.

12. GARBAGE

As outlined above and in the RFP, Operator shall be responsible for all trash removal and at Operator's expense. Operator shall be allowed the use of open trash containers during events; however, upon the termination of any event, Operator shall store all trash from the Operational Area or from any other location within Spring Meadow Golf Course in animal-proof containers until the trash is removed from the Operational Area by Operator. Failure to strictly abide by this Paragraph shall be considered a default pursuant to Paragraph 24 and shall trigger the remedies available to the Department thereunder.

13. HAZARDOUS SUBSTANCES

At no time during this Operating Agreement shall Operator store, upon the Operational Area, hazardous substances as that term may be defined by the New Jersey Department of Environmental Protection (see N.J.S.A. 58:10-23.11(b)) or by the federal Environmental Protection Agency pursuant to section 311 of the "Federal Water Pollution Act, amendments of 1972" (33 U.S.C. 1321; see also 40 C.F.R. 302.3) and the list of toxic pollutants designated by Congress or the Environmental Protection Agency pursuant to section 307 of that Act (33 U.S.C. 1317; see also 40 C.F.R. 401.15). Operator shall not violate the terms of N.J.S.A. 58:10A-21 et seq., nor shall Operator do anything that would subject the Department to the provisions of 42 U.S.C. 6991, et seq., entitled "Regulation of Underground Storage Tanks" in the Hazardous and Solid Waste Amendments of 1984, P.L. 98-616, section 234 et seq. Operator shall be strictly liable for any violation of this provision.

14. UTILITIES

A. The Operator shall be responsible for the payment and maintenance and repair of the utilities and utility systems for the Operational Area as outlined in the RFP.

B. The Department shall not be liable to the Operator in damages or otherwise:

- (i) if any utility shall become unavailable from any public utility company, public authority, or any other such person or entity (including the Department) supplying or distributing such utility, or
- (ii) for any interruption in any utility service (including without limitation, any water and septic systems) caused by the making of any necessary repairs or improvements or by any cause beyond the Department's reasonable control, and the same shall not constitute a termination of this Operating Agreement or an eviction of Operator.

15. DEPARTMENT'S ACCESS TO OPERATIONAL AREA – RIGHT OF INSPECTION, REPAIR AND ALTERATION

A. If Operator shall change the locks or re-key the locks pursuant to Paragraph 19C. Security, below, Operator shall give four (4) keys to the Department. The Department shall retain these keys to the Operational Area and, with notice of not less than two (2) days, Operator shall permit the Department and its agents to enter the Operational Area at reasonable times and as the Department deems necessary or desirable to inspect and to perform other services to maintain the Operational Area. In addition, Operator shall permit the Department and its agents to enter the Operational Area to make repairs or improvements in, to, on, or about the Operational Area and to erect scaffolding, props, or other mechanical devices. Notice is not required in the case of an emergency. Operator shall have no claim or cause of action against the Department because of entry for the reasons articulated in this Paragraph.

B. The Department reserves the right to improve or remove any existing or future parking area, roads or driveways, and may make any repairs or improvements the Department deems necessary to the parking lots, roads and driveways, and to temporarily revoke or modify the parking rights granted to Operator hereunder.

16. BUILDING SERVICES – INTERRUPTION

A. The Department shall furnish the services for which the Operational Area is

equipped, as set forth below, to the extent that the existing facilities permit, and when, in the sole judgment of the Department, weather conditions require.

B. Operator shall not cause any unnecessary labor due to Operator's carelessness or indifference to the preservation of good order and cleanliness. The Department shall not be responsible to any Operator for loss of property on the Operational Area, however occurring, or for damage to Operator's personal property caused by any person.

C. Operator shall not use any electrical equipment which in the Department's reasonable opinion will overload the wiring installations or interfere with the Department's reasonable use of the wire installations.

D. The Department reserves the right to suspend temporarily any service provided by the Department for the purpose of inspection, repair, replacement or improvement of facilities. Interruption or curtailment of services provided by the Department, if caused by strikes, government shutdowns, state or local emergency orders, mechanical difficulties, or causes beyond the Department's control, whether similar or dissimilar to those enumerated, will not entitle Operator to any claim against the Department or to an abatement of the Fixed Rent and/or Variable Rent. These interruptions will not constitute constructive or partial eviction.

17. NO INTERFERENCE WITH OPERATION OF GOLF COURSE - CLOSURE

A. Operator shall, in Operator's use of the Operational Area, conduct all activities so as not to interfere with, impair, or prevent the Department's development, maintenance, management, and operation of the Golf Course and the safe use and enjoyment thereof by the public. Operator shall coordinate with the Department all activities which could adversely affect the Golf Course or the public's use and enjoyment thereof and shall implement all measures reasonably required by the Department to minimize such adverse effects.

B. The Department, in its sole discretion, reserves the right to limit or close access to the Golf Course, including the Operational Area, if the Department determines that Golf Course facilities are being used to capacity; there is inclement weather or threat thereof; the Department lacks sufficient resources to operate and/or maintain the Golf Course; or the Golf Course is closed for any reason under the Department's State Park closure policies now or subsequently in effect. Operator hereby agrees to abide by the Department's decision and waives any claim for damages, compensation or rental abatement resulting from closure of the Golf Course.

18. EMERGENCY; REPORT OF INJURY

Operator shall call the Park Police for any emergency requiring the assistance of police, fire or EMS at 1-877-WARN-DEP (1-877-926-6337) that occurs within the Golf Course.

In addition, any injury which shall occur during any activity hereunder to Operator, its servants, agents, invitees or the general public while in the Operational Area, requiring medical intervention of which Operator is notified, shall be reported by Operator to the Park Police by calling 1-877-WARN-DEP (1-877-926-6337).

19. SECURITY

A. Operator shall, at Operator's sole cost and expense, be completely responsible for all security of the Operational Area against burglary, theft, vandalism and unauthorized entry. Operator is also responsible for crowd control during events at the Operational Area. Except as otherwise provided herein, the Department has no obligation to Operator for security of the Operational Area and shall not be responsible to Operator, its agents, servants, employees, visitors, or contractors for personal injury, death, and/or loss, damage or destruction of improvements, supplies, equipment or other personal property on the Operational Area.

B. The Department reserves the right to remove and/or refuse admission to the Operational Area to any person or persons who, in the Department's discretion, cannot furnish satisfactory identification and justification for access to the Operational Area. Operator shall have access to all areas within the Operational Area during the hours identified in the RFP subject to interruptions outlined above.

C. Operator may replace the locks on the doors or otherwise re-key the locks of the buildings comprising the Operational Area with the Department's approval. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Operator. If Operator installs a security system, Operator shall provide the Department with the code. Operator shall be given keys to all locks within the Operational Area. Operator shall, upon the termination of this Operating Agreement, return to the Department all keys either furnished to or otherwise procured by Operator. In the event of the loss of any keys furnished by the Department, Operator shall pay to the Department the replacement cost thereof.

20. COMPLIANCE WITH LAWS AND DEPARTMENT'S RULES

A. Operator shall, at its sole cost and expense, comply with all statutes, ordinances, rules, orders, regulations, and requirements of federal, State, and local governments and of any and all of their departments and bureaus applicable to the Operational Area, for the correction, prevention, and abatement of nuisances, violations, or other grievances in, upon, or connected with the Operational Area during the term of this Operating Agreement, and which are directly related to Operator's use of the Operational Area. Operator shall also promptly comply with and execute all rules, orders, and regulations of the Township of Wall's Fire Marshall and/or the State Fire Marshall and/or the Board of Fire Underwriters or any other similar body, for the prevention of fires.

B. Operator shall observe and comply with any rules and regulations that the Department may prescribe now or in the future through written notice to Operator for the safety, care, and cleanliness of the Operational Area. All rules prescribed by the Department now or in the future are included in and made a part of this Operating Agreement.

21. DAMAGE TO THE OPERATIONAL AREA

A. If the Operational Area within the Inn or Halfway House is/are damaged by fire or other cause to the extent that the cost of restoration, as reasonably estimated by the Department, will equal or exceed twenty-five (25%) percent of the replacement value of the building (exclusive of foundations) just prior to the occurrence of the damage, then the Department may, no later than ninety (90) days following the damage, give Operator notice of election to terminate this Operating Agreement. In the event of election by the Department, this Operating Agreement shall be deemed to terminate on the tenth (10th) day after the giving of notice, and Operator shall leave the Operational Area and remove Operator's personal property within said ten (10) day period. The Fixed Rent will be apportioned as of the date of the surrender of the Operational Area. The Fixed Rent paid for any period beyond the surrender date will be repaid to Operator. If the cost of restoration as estimated by the Department amounts to less than twenty-five (25%) percent of the replacement value of the building, or if despite the cost the Department does not elect to terminate this Operating Agreement, the Operator shall restore the Operational Area within the Inn or Halfway House with reasonable promptness, subject to the availability of adequate funds from insurance proceeds or specifically appropriated therefore, and subject to delays in the making of insurance adjustments between the Department, Operator and Operator's insurance carrier. Operator shall have no right to terminate this Operating Agreement except as provided herein. Any provision herein contained to the contrary notwithstanding, this Operating Agreement shall not be construed to create any obligation upon the Department to restore the building(s).

B. Regardless whether the damage is Operator's fault or the fault of Operator's agents, employees, servants, visitors, contractors, or licensees, Operator will not be entitled to abatement or reduction of the Fixed Rent.

22. INDEMNIFICATION

A. Operator shall, for itself, its successors, and assigns, assume all risks and liabilities arising out of Operator's use, operation, maintenance, and improvement of the Operational Area. Operator covenants to defend, protect, indemnify, and save harmless the Department and hereby releases the Department and each of its officers, agents, employees, successors, and assignees from and against any and all such liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of every nature arising from or claimed to arise, in whole or in part, in any manner out of, be occasioned by, or result from:

- (i) Any injury to, or the death of, any person in or on, or any damage to property

which occurs in, on, or about the Operational Area, or in any manner growing out of or connected with the use, nonuse, or condition of the Operational Area;

- (ii) Violation of any agreement or condition of this Operating Agreement by Operator, its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through Operator;
- (iii) Violation by Operator of any contracts, agreements, or restrictions of record concerning the Operational Area or any federal, State, or local law, ordinance, or regulation affecting the Operational Area and/or Operator's use thereof; or
- (iv) Any act, error or omission by Operator, its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through Operator in the performance of this Operating Agreement.

B. The Department and Operator shall, as soon as practicable after a claim has been made against either of them, give written notice thereof to the other, along with full and complete particulars of the claim. If the suit is brought against the Department, Operator, or any of their agents, servants, or employees, it shall expeditiously forward or have forwarded to the other every demand, complaint, notice, summons, pleading, or other process received by or then in their possession or the possession its representatives.

C. Operator's liability pursuant to this Paragraph shall continue after the termination or expiration of this Operating Agreement with regard to causes of action arising or claimed to arise prior to the termination or expiration hereof and/or obligations of Operator under this Operating Agreement that survive such termination or expiration.

D. This indemnification is not limited by, but is in addition to, the insurance obligations contained in this Operating Agreement.

E. The provisions of this indemnification clause shall in no way limit the obligations assumed by Operator under this Operating Agreement, nor shall they be construed to relieve Operator from any liability or to preclude the Department from taking any other actions available to it under any provisions of this Operating Agreement or at law or in equity.

F. All claims asserted against the Department by the Operator shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. Nothing in this Operating Agreement shall be construed as a waiver by the Department of any warranty, express or implied, or of any remedy at law or in equity.

G. Any claim against the Department relating to a final decision by the Commissioner regarding contract award rescission, contract interpretation, contractor performance and/or contract reduction, suspension or termination shall not accrue, and the time period for performing any act required by N.J.S.A. 59:8-8 or 59:13-5 shall not commence, until a decision is rendered by the Superior Court of New Jersey, Appellate Division (or by the Supreme Court of New Jersey, if appealed) that such final decision by the Commissioner was improper.

23. INSURANCE

A. Operator shall, at its sole cost and expense, obtain and maintain at all times during the Term of this Operating Agreement, insurance of the types and in the amounts hereinafter provided:

- (i) Commercial General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability. Limits of liability shall be maintained at the level of Five Million (\$5,000,000.00) Dollars for each occurrence of bodily injury and property damage liability; and

- (ii) Property or renters insurance to cover loss or damage on an "all risk" of physical loss form of coverage against fire, water, wind, storm, loss, theft, and damage on any structures on the Leased Premises and all fixtures, equipment, and other property attached thereto and/or physically incorporated therein and the contents owned by Tenant and located in or on the Leased Premises. Said insurance shall be in an amount not less than the full value of such structures, fixtures, equipment, and contents. The value of said structures, fixtures, equipment, and contents shall be determined by Tenant using whatever procedures Tenant considers appropriate. Said policy shall be written so as to provide that the insurer waives all right of subrogation against the Department in connection with any loss or damage covered by the policy; and
- (iii) Worker's Compensation applicable to the Laws of the State of New Jersey and Employer's Liability Insurance with limits of not less than One Million (\$1,000,000.00) Dollars per occurrence for bodily injury liability and One Million (\$1,000,000.00) Dollars occupational disease per employee with an aggregate limit of One Million (\$1,000,000.00) Dollars occupational disease; and
- (iv) Comprehensive Automobile Liability to cover bodily injury and property damage with limits of not less than \$1,000,000.00 per person or per occurrence for all vehicles used on the Property. Coverage must include hired and non-owned vehicles. A MCS-90 certificate shall be filed with the State of New Jersey if hazardous materials or waste will be transported during the performance of work; and
- (v) Such other insurance and in such amounts as may from time to time be reasonably required by the Department.

B. All insurance coverage required to be maintained by Operator in accordance with this Operating Agreement shall be issued by an insurance company authorized and approved to do business in New Jersey and shall name the State of New Jersey as an additional insured.

C. When Operator returns this Operating Agreement, signed by Operator, to the Department for signature, Operator shall provide the Department with a certificate of insurance evidencing that Operator has obtained all insurance coverage in accordance with this Operating Agreement. A copy of the certificate of insurance shall be attached to this Operating Agreement as Exhibit D. Failure to provide a certificate of insurance at the time of Operator's execution of this Operating Agreement shall render this Operating Agreement null and void. The certificate of insurance shall provide for sixty (60) days' notice, in writing, to the Department prior to any cancellations, expiration, or non-renewal during the term the insurance is required to be maintained in accordance with this Operating Agreement. Operator also shall provide the Department with valid certificates of renewal of the insurance upon the expiration of the policies so that the Department is continuously in possession of current documentation that Operator has obtained and is maintaining in full force and effect all insurance required under this Operating Agreement. Operator also shall, upon request, provide the Department with copies of each policy required under this Operating Agreement certified by the agency or underwriter to be true copies of the policies provided by Operator.

D. Operator expressly understands and agrees that any insurance protection required by this Operating Agreement shall in no way limit Operator's indemnification obligations assumed in this Operating Agreement and shall not be construed to relieve Operator from liability in excess of such coverage, nor shall it preclude the Department from taking such other actions as are available to it under any provision of this Operating Agreement and as otherwise provided for at law or in equity.

E. In the event that (i) Operator fails or refuses to renew any of its insurance policies or to provide the Department with timely certificates of insurance showing that Operator is maintaining insurance coverage in full force and effect to the extent required by this Operating Agreement or (ii) any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this Operating Agreement, the Department shall consider Operator to be in default and terminate this Operating Agreement under Paragraph 24.

F. The limits of insurance policies described in this Paragraph shall be reviewed by the Department and Operator every two (2) years. Operator shall increase the limits of said policies to meet changed circumstances including, but not limited to, changes in the United States Consumer Price Index and changes indicated by the course of plaintiffs' verdicts in personal injury actions.

24. DEFAULT; DEPARTMENT'S REMEDIES ON DEFAULT

A. Operator shall comply with the terms and conditions of this Operating Agreement. The failure to comply, and/or the existence of any condition which the Department determines to be in violation of the terms and conditions of this Operating Agreement, shall be considered a default, in which event the Department may terminate this Operating Agreement as follows:

- (i) Operator's failure to: (a) pay, when due, any Fixed Rent, Variable Rent, or other sums required to be paid by Operator hereunder; and/or (b) obtain and maintain in place and effective all the insurance coverage required under this Operating Agreement, or to provide the Department with certificates of insurance documenting that Operator has obtained and is maintaining such insurance coverage, and continuation of such failure under (a) or (b) above for a period of five (5) days after Operator's receipt of written notice thereof from the Department served by Certified Mail, Return Receipt Requested. If such violation is not cured within said five (5) day period, termination shall, in the sole discretion of the Department, be effective at the conclusion thereof; or
- (ii) Operator's failure to perform and/or comply with any of the other covenants, agreements, and conditions contained in this Operating Agreement. Upon receipt of a written notice of termination for violation served by Certified Mail, Return Receipt Requested, Operator shall have fifteen (15) days to begin to cure such violations as the Department shall describe therein and shall have an additional fifteen (15) days to substantially cure said violations. If the violations are not substantially cured within said thirty (30) day period, termination shall, in the sole discretion of the Department, be effective at the conclusion thereof and Operator shall be required to vacate the premises and remove Operator's personal property. In the event that the conditions which give rise to the default are of such nature that they cannot reasonably be remedied within the thirty (30) day notice period, then such default shall not be deemed to continue so long as Operator, after receiving such notice, proceeds to remedy the default as soon as reasonably possible within the thirty (30) day notice period and continues to diligently take all steps necessary to complete such remedy within a reasonable period of time and provides the Department with status updates (via email) about the measures underway to remedy default under a Department approved schedule.

After the Department has terminated this Operating Agreement, the Department may, at any subsequent time, resume possession of the Operational Area by any lawful means and remove Operator and Operator's personal property.

B. If the Department fails to cure any default of the Department, of which the Department has been notified by Operator in writing and within the time reasonably required to cure such default, Operator shall have the right to terminate this Operating Agreement upon providing thirty (30) days written notice of Operator's intention to terminate.

C. Operator's failure to obtain or, once obtained, maintain a liquor license from the New Jersey Division of Alcohol Beverage Control will be deemed a default and will result in the Department terminating this Operating Agreement. Immediately upon receipt of an Order of Revocation, Operator shall so notify the Department. An Order of Revocation from the New Jersey Division of Alcohol Beverage Control Board shall constitute a default under A(i), above, and trigger the Department's available remedies under this Paragraph.

D. Whether upon Operator's default or the Department's default, Operator shall only remove Operator's personal property, as listed in Exhibit C, from the Operational Area.

25. RIGHT TO LOCK OPERATIONAL AREA ON DEFAULT

In the event that the relationship between the Department and Operator lawfully ceases or is terminated by the eviction of the Operator on summary proceedings, the Department, in addition to the Department's other rights hereunder, shall have the right to lock the Operational Area, and the Department shall have the right to sell any of the personal property, goods, and materials remaining at the Operational Area and apply the proceeds thereof against any unpaid Fixed Rent and/or Variable Rent. No action under this Paragraph shall be deemed to waive the Department's rights as set forth in other paragraphs of this Operating Agreement.

26. CONDITIONS OF DEPARTMENT'S LIABILITY

Operator shall not be entitled to claim constructive eviction from the Operational Area unless Operator has first notified the Department in writing of the conditions giving rise to the constructive termination, Operator's complaints are justified, and the Department has failed within a reasonable time after receipt of notice to remedy the conditions.

27. WAIVER - CUMULATIVE REMEDIES

A. Failure of either party to complain of any act or omission on the part of the other party, no matter how long same may continue, shall not be deemed a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of breach of any provision of this Operating Agreement shall be deemed waiver or breach of any other provision or a consent to any subsequent breach of the same or any other provision. The consent to or approval of any action on any one occasion by either party hereto shall not be deemed a consent to or approval of any other action on the same or any subsequent occasion.

B. Any and all rights and remedies which either party may have under this Operating Agreement or by operation of law, either at law or in equity, by reason of a breach by the other party, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with any other right or remedy, and any two or more or all of such rights and remedies may be exercised at the same time.

C. Acceptance by either party of any of the benefits of this Operating Agreement with knowledge of any breach thereof by the other party shall not be deemed a waiver by the party receiving the benefit of any rights or remedies to which it is entitled hereunder or by law.

28. LIENS OR ENCUMBRANCES

A. Operator shall have no power to do any act or make any contract which may create or be the foundation for any lien, mortgage, or other encumbrance upon the interest of the Department in the Operational Area or any other part of Spring Meadow Golf Course. If Operator should cause any improvements or repairs to be made to the Operational Area, or if Operator should cause any labor to be performed or material to be furnished therein, thereon, or thereto, neither the Department, Spring Meadow Golf Course, nor the Operational Area shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished, but all such improvements, repairs, labor, and material, shall be made, furnished, and performed at Operator's expense, and Operator shall be solely and wholly responsible to the contractors, laborers, and materialmen furnishing and performing such labor and material. Operator shall require, as a condition of any contract or subcontract for labor or materials, all contractors, laborers and materialmen to execute a release of lien against the Department

B. If, because of any act or omission (or alleged act or omission) of Operator, any mechanic's or other lien, charge, or order for the payment of money shall be filed against the Operational Area, against Spring Meadow Golf Course, or against the Department (whether or not such lien, charge, or order is valid or enforceable as such), Operator shall, at its own cost and expense, cause the same to be cancelled and discharged of record or bonded within ten (10) days after notice to Operator of the filing thereof.

C. Operator shall, upon completion of any improvement(s), provide the Department with a signed copy of any and all lien(s), said statement indicating that all contractors have been paid and all lien(s) have been discharged.

29. TAXES AND ASSESSMENTS

Operator shall, during the term of this Operating Agreement be responsible for and promptly pay when due all taxes and/or assessments, together with interest and penalties thereon that are levied upon or assessed by any government body by reason of the Operator's operation of the Operational Area. Operator immediately shall forward any notice/evidence of such tax payment to the Department and any notice of assessment, tax bill, or any other notice, correspondence or document relating to local property taxation of the Operational Area to the Department.

30. BANKRUPTCY

In the event Operator enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Operator agrees to furnish written notification of the bankruptcy to the Department with a copy to the Attorney General's Office. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and the name(s), addresses, and telephone numbers of the attorney or firm handling the bankruptcy. The obligation to report entering into any such proceedings remains in effect until final payment is made under this Operating Agreement. The Department shall have the right to terminate this Operating Agreement immediately upon receipt of a notice of bankruptcy by providing written notice to Operator.

31. SUCCESSOR IN INTEREST; ASSIGNMENT

A. If Operator is acquired by, or affiliates, consolidates or merges with another entity, Operator shall give notice of such change or takeover to the Department at least ninety (90) days prior to such acquisition, affiliation, consolidation or merger. Operator shall supply such additional information about said change as requested by the Department. At the Department's option, the Department may:

- (i) continue with this Operating Agreement with the new operator. The new Operator must complete all paperwork required by the State including, but not limited to, a new Certificate of Insurance, a Certificate of Incorporation, a New Jersey Business Registration, Pay-to-Play disclosures, and a new Board Resolution. The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of the Operating Agreement;
- (ii) continue the Operating Agreement on a conditional basis as stipulated in an amendment to this Agreement providing the new operator complies with all paperwork as noted above; or
- (iii) terminate this Operating Agreement.

The Department shall notify Operator of the Department's decision within thirty (30) days of receipt of all information requested by the Department. If the Department chooses option (i) or (ii), Operator shall assign this Operating Agreement and Operator's responsibilities under this Agreement, to the new operator.

B. Operator may assign this Operating Agreement only in accordance with this Paragraph and only upon written approval of the Department.

32. SUB-OPERATOR(S)

Operator may not enter into sub-operating or subcontractor agreements with outside entities for the operation of any alcoholic beverage service, except that Operator may enter into sub-operating and subcontractor agreements with outside entities for the performance of any of its other obligations under this Operating Agreement with the prior written approval of the Department. Before Operator may allow a sub-operator or subcontractor to begin to operate or use the Operational Area, both Operator and the sub-operator/contractor must sign a sub-operating/contracting agreement, which shall be subject to the Department's written approval prior to taking effect. In no event will the Department and any sub-operator or subcontractor have any contractual relationship by virtue of the sub-operator's/contractor's relationship to

Operator. During the Term of this Operating Agreement, Operator shall indemnify the Department and assume all responsibility for any and all acts and/or omissions of any sub-operator/contractor and for its compliance with the respective sub-operating/contracting agreement. In addition, Operator shall ensure that all sub-operators/contractors are held to the same terms and conditions as the Operator, and in particular the following paragraphs: Rent (Paragraph 3), Indemnification (Paragraph 22), Insurance (Paragraph 23), and Pay-to-Play (Paragraph 49).

33. NO DISCRIMINATION

Operator must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101, et seq.

Operator shall not discriminate in employment and agrees to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference.

Specifically, Operator shall not:

A. discriminate against any person, employee, or applicant for employment because of race, creed, color, national origin, ancestry, age, sex, gender identity or expression, affectional or sexual orientation, marital status, familial status, liability for service in the Armed Forces of the United States, disability or nationality. This provision shall include, but not be limited to, the following: employment; upgrading; demotion; transfer; recruitment; recruitment advertising; rates of pay or other forms of compensation; layoff or termination; and selection for training, including apprenticeship.

B. discriminate on the basis of race, creed, color, national origin, ancestry, age, sex, gender identity or expression, affectional or sexual orientation, marital status, familial status, liability for service in the Armed Forces of the United States, disability or nationality in allowing the private access to and use of the Operational Area.

C. discriminate on the basis of race, creed, color, national origin, ancestry, age, sex, gender identity or expression, affectional or sexual orientation, marital status, familial status, liability for service in the Armed Forces of the United States, disability or nationality in allowing the public access to and use of the Golf Course.

34. CONFLICTS OF INTEREST

A. Pursuant to New Jersey's Conflicts of Interest Law, N.J.S.A. 52:13D-12 et seq., Operator shall not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of Environmental Protection or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.

B. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from the Operator shall be reported in writing forthwith by the Operator to the Attorney General and the Executive Commission on Ethical Standards.

C. Operator may not, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in Operator to any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:130-13g. Any relationships subject to this provision shall be reported in

writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

D. Operator shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

E. Operator shall not cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for Operator or any other person.

F. The provisions cited above shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with Operator under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order 189.

35. SOLICITATION

Operator warrants that no person has been employed directly or indirectly to solicit or secure this Operating Agreement in violation of the provisions of N.J.S.A. 52:34-19 and that the laws of the State of New Jersey relating to the procurement and performance of this Operating Agreement have not been violated by any conduct of Operator, including the paying or giving directly or indirectly of any fee, commission, compensation, gift, gratuity, or consideration of any kind to any State employee, officer, or official.

36. SUPERSEDES – ENTIRE AGREEMENT - AMENDMENTS

This Operating Agreement supersedes and cancels all previous leases, agreements, and "special use permits" between the Department and Operator covering the Operational Area and represents the entire agreement between the parties. All negotiations, oral agreements, and understandings are merged herein. This Operating Agreement may be amended, supplemented, changed, modified, or altered only upon mutual agreement of the parties hereto in writing.

37. NOTICES

The parties hereto agree that all submissions, approvals, and notices (except for the Notice of Repairs which shall be made in compliance with Paragraph 10. Improvement, and the Notice of Injury required under Paragraph 18. Emergency; Report of Injury) which may be required under this Operating Agreement shall be forwarded by Certified Mail, Return Receipt Requested, and addressed as follows:

Department: State of New Jersey
 Department of Environmental Protection
 Division of Parks & Forestry, Office of the Director
 Mail Code 501-04, P.O. Box 420
 Trenton, New Jersey 08625-0420

Copy: Department of Environmental Protection
 Office of Leases and Concessions
 Mail Code 501-04C, P.O. Box 420
 Trenton, New Jersey 08625-0420

Operator: McCann's At The Meadows, LLC
 c/o Thomas M. McCann
 1208 Pine Tree Way Rear
 Belmar, New Jersey 07719

Either the Department or Operator may, at any time, change such address by mailing to the address above a notice of the change at least ten (10) days prior to such change.

38. END OF TERM

Upon the expiration, termination, surrender, or declaration that this Operating Agreement is null and void ("End of Term"), Operator shall:

- (i) immediately cease all use of the Operational Area, vacate, and turn over the use thereof to the Department. Operator shall only remove the personal property listed on Exhibit C. Operator shall periodically amend Exhibit C and submit a copy to the Department in accordance with Paragraph 37 and also via electronic mail to: George.Chidley@dep.nj.gov. The Department may at once reenter, secure the Operational Area, and remove any and all persons using the Operational Area;
- (ii) at Operator's sole cost and expense, remove all personal property lawfully belonging to and removable by Operator within the time prescribed in any notice of termination or before the End of Term. If Operator removes any personal property, Operator hereby covenants to repair any and all damage which may be caused to the Operational Area by said removal. If Operator fails to remove such personal property, the Department may appropriate the same to its own use without allowing any compensation therefor or may remove the same at the expense of Operator; and
- (iii) pay to the Department without demand all Fixed Rents, Variable Rents, and other payments accrued to the date of the End of Term.

39. SUCCESSION AND BINDING AGREEMENT

Except as otherwise set forth herein, all of the terms and provisions of this Operating Agreement shall be binding upon and shall inure to the benefit of the successors and assignees of the Department and Operator's successors, heirs, executors, administrators, and assigns.

40. NO THIRD PARTY BENEFICIARIES

There shall be no third party beneficiaries of this Operating Agreement, and no person, firm, or entity not a party to this Operating Agreement shall be entitled to claim any right, benefit, or presumption from or estoppel by this Operating Agreement.

41. HOLDOVER

If the Department permits Operator to use the Operational Area after expiration of the Operating Agreement without executing a new written Operating Agreement with the Department, then Operator shall use the Operational Area subject to all terms, conditions, and covenants contained in this Operating Agreement. The Department may, at its option, elect to treat Operator as one who has not removed at the end of the Term and thereupon will be entitled to all of the remedies against Operator provided by this Operating Agreement and by law.

42. CORPORATION - RESOLUTION

A. Prior to the Effective Date of this Operating Agreement, Operator shall provide the Department with a copy of Operator's certificate of incorporation on file with the Secretary of State and a current certificate of standing issued by the Secretary, as attached hereto as Exhibit E.

B. A certified copy of a resolution adopted by the Board of Directors of Operator, authorizing the execution of this Operating Agreement by Operator for the purposes and subject to the terms and conditions herein provided, is attached hereto as Exhibit F.

C. Prior to the Effective Date of this Operating Agreement, Operator shall provide the Department with a copy of a completed Ownership Disclosure Form pursuant to N.J.S.A. 52:25-24.2, attached hereto as Exhibit G.

43. NEGOTIATED DOCUMENT

Each and every provision of this Operating Agreement has been independently, separately,

and freely negotiated by the parties as if this Operating Agreement were drafted by all parties hereto. The parties therefore waive any statutory or common law presumption which would serve to have this document construed in favor of or against any party as the drafter hereof.

44. HEADINGS

The article, paragraph, and subparagraph headings throughout this Operating Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Operating Agreement.

45. SEVERABILITY

If any term or provision of this Operating Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Operating Agreement, or the application of such term and provision of this Operating Agreement, shall be valid and be enforced to the fullest extent permitted by law.

46. GOVERNING LAW

This Operating Agreement shall be governed by and interpreted in accordance with the Laws of the State of New Jersey and any legal actions filed shall be filed in the courts of the State of New Jersey.

47. PREVAILING WAGE ACT

Without limiting the scope of any other provision of this Operating Agreement, Operator agrees to comply with the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150 as codified in N.J.S.A. 34:11-56.25, et seq. Operator also agrees to comply with 42 U.S.C. § 9604 (g)(1). If any conflict exists between the New Jersey Prevailing Wage Law and § 9604 (g)(1), the Operator must comply with the federal requirements.

48. INDEPENDENT PRINCIPAL

Operator shall, at all times, act as an independent principal and not as an agent or employee of the Department. Operator agrees not to enter into any agreement or commitment with any other party on the Department's behalf.

49. PAY TO PLAY

A. Pursuant to N.J.S.A. 19:44A-20.13, et seq. (P.L.2005, c.51) and specifically N.J.S.A. 19:44A-20.21, and Executive Order No. 117 (2008) it shall be a breach of the terms of this Operating Agreement for Operator to: (1) make or solicit a contribution in violation of P.L.2005, c.51; (2) knowingly conceal or misrepresent a contribution given or received; (3) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (4) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (5) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by Operator itself, would subject that entity to the restrictions of P.L. 2005, c.51; (6) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (7) engage in any exchange of contributions to circumvent the intent of P.L. 2005, c.51; or (8) directly or indirectly through or by any other person or means, do any act which would subject Operator to the restrictions of P.L. 2005, c.51. Further, where Operator is a business entity, as defined by N.J.S.A. 19:44A-20.17, and the value of this Operating Agreement exceeds \$17,500, Operator shall submit with this Operating Agreement a "Certification and Disclosure of Political Contributions Form", certifying that it has not made any contributions prohibited by P.L.2005, c.51 and reporting all contributions Operator made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7, and the "Ownership Disclosure Form". It is the Operator's continuing obligation to

report any contributions it makes during the term of this Operating Agreement. Additionally, if Operator is a for-profit business entity, as defined by N.J.S.A. 19:44A-20.26 and the value of this Operating Agreement exceeds \$17,500, Operator shall submit with this Operating Agreement a "Vendor Certification and Political Contribution Disclosure Form" listing its political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et al.) and that were made by Operator during the preceding 12-month period, along with the date and amount of each contribution and the name of the recipient of each contribution. The forms and instructions are available at <http://www.state.nj.us/treasury/purchase/forms.shtml>.

B. Operator is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, section 3) if Operator received contracts in excess of Fifty Thousand (\$50,000.00) Dollars from a public entity in a calendar year. It is Operator's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

50. ATTACHMENTS

The following are attached to and made a part of this Operating Agreement:

Exhibit A – Request for Proposal

Exhibit A-1 – Bid Proposal, Proposal Supplement and Best and Final Offer

Exhibit B – Aerial Map of Operational Area

Exhibit C – List of Operator's personal property

Exhibit D – Certificate of Insurance

Exhibit E – Certificate of Incorporation


Exhibit F – Board Resolution

Exhibit G – Ownership Disclosure Form

IN WITNESS WHEREOF, the Department and Operator have duly executed this Operating Agreement effective on the date herein below set forth.

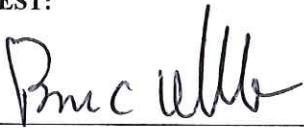
DEPARTMENT:

STATE OF NEW JERSEY
Department of Environmental Protection

By: 
Richard Boornazian, Assistant Commissioner
Natural and Historic Resources

Date: 7/6/16

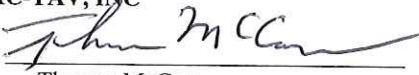
ATTEST:

By: 

Date: 6/27/16

OPERATOR:

MAC-TAV, INC

By: 
Thomas McCann

Date: 6/27/16

THIS OPERATING AGREEMENT HAS BEEN
REVIEWED AND APPROVED AS TO FORM BY:

Chris Rossino **Robert Lougy, Acting Attorney General**
State of New Jersey

By:  Date: 7/1/16
for Christine Ristek

**Exhibits to
LE15-025 Operating
Agreement**

Exhibit A



**STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STATE PARK SERVICE**

REQUEST FOR PROPOSAL

**Operation of
The Spring Meadow Inn
at Spring Meadow Golf Course**

Wall Township, Monmouth County

Release Date: April 5th, 2016

Mandatory Site Visit: April 22nd, 2016 – 10:00 a.m. to 11:00 a.m. at Spring Meadow Inn (4185 Atlantic Ave., Farmingdale, NJ)

**Mandatory Pre Bid Meeting and
Written Question Cut-Off :** April 22nd, 2016 - 11:30 a.m. at Allaire State Park. Office Conference Room (4265 Atlantic Ave., Farmingdale, NJ)

Bid Submission Due Date: May 6th, 2016 (prior to 4:00 p.m.)

TABLE OF CONTENTS

		Page
1.0	<u>GENERAL INFORMATION</u>	
1.1	Purpose and Intent	4
1.2	Background	5
1.2.1	Structures, Facilities and Parking	6
1.2.1.1	Spring Meadow Inn	6
1.2.1.2	Halfway House & Mobile Beverage Cart/s	7
1.2.1.3	Parking Area/Dumpster Area	7
1.2.2	Alcohol License	8
1.2.3	Maintenance	8
1.2.4	Utilities	10
1.2.5	Improvements	11
1.2.6	Personal Property	12
1.2.7	Security	12
1.2.8	Revenue; Audits	13
1.3	Key Events	13
1.3.1	Questions and Inquiries	13
1.3.1.1	Submission Cut-off Date	13
1.3.1.2	Question Protocol	14
1.3.2	Mandatory Pre-Bid Meeting and Site Visit	14
1.4	Additional Information	14
1.4.1	Revisions to the RFP	14
1.4.2	Addendum as Part of the RFP	15
1.4.3	Issuing Office	15
1.4.4	Bidder Responsibility	15
1.4.5	Cost Liability	15
1.4.6	Contents of Proposal	15
1.4.7	Bid and Performance Security	15
1.4.8	Price Alteration	15
1.4.9	Causes for Rejection	16
2.0	<u>DEFINITIONS</u>	16
3.0	<u>SCOPE OF WORK</u>	17
4.0	<u>PROPOSAL PREPARATION AND SUBMISSION</u>	18
4.1	General Information	18
4.2	Proposal Delivery and Identification	18
4.3	Number of Proposal Copies	18
4.4	Proposal Content	18
4.4.1	Forms (Part 1)	19
4.4.1.1	Affirmative Action Employee Report	19
4.4.1.2	Business Registration Reporting; Stock Ownership	19
4.4.1.3	Pay to Play	19
4.4.2	Background Information (Part 2)	20

4.4.3	Technical Proposal (Part 3)	22
4.4.3.1	Management Plan	22
4.4.3.2	Specific Plan Content	22
4.4.3.3	Mobilization and Implementation Plan	23
4.4.3.4	Potential Problems	23
4.4.4	Organizational Support and Experience (Part 4)	24
4.4.4.1	Location	24
4.4.4.2	Resumes	24
4.4.4.3	Organization Chart (Complete)	24
4.4.4.4	Sub-Operator(s)	24
4.4.4.5	Experience of Bidder on Projects of Similar Size and Scope ...	24
4.4.4.6	Financial Viability of the Bidder	25
4.4.5	Monetary Proposal (Part 5)	25
4.4.6	Changes to Terms and Conditions (Part 6)	26
5.0	<u>OPERATING AGREEMENT</u>	26
5.1	Precedence of Agreement Terms and Conditions	26
5.2	Agreement Term and Extension Option	26
5.3	Insurance	27
5.4	Indemnification	29
5.5	Claims and Remedies	29
5.5.1	Default; Department's Remedies on Default	29
5.5.2	Claims	30
5.5.3	Remedies	31
5.6	Prevailing Wage Act	31
5.7	Conflicts of Interest	31
5.8	MacBride Principles & Iranian Investments	32
5.9	Americans with Disabilities Act; Anti-Discrimination	32
5.10	Applicable Law and Jurisdiction	33
6.0	<u>PROPOSAL EVALUATION AND SELECTION PROCESS</u>	33
6.1	Proposal Evaluation Committee	33
6.2	Oral Clarification and/or Clarification of Proposal	33
6.3	Evaluation Criteria	33
6.4	Selection Process	34
6.5	Negotiation and Best and Final Offer (BAFO)	34
7.0	<u>EXHIBITS</u>	35

1.0 GENERAL INFORMATION

1.1 Purpose and Intent

This Request for Proposal (RFP) is issued by the New Jersey Department of Environmental Protection (Department), State Park Service, on behalf of the State of New Jersey (State). The purpose of this RFP is to solicit proposals from qualified bidders to operate the restaurant with a bar, halfway house, and mobile beverage cart, and offer high-quality banquet/catering events at the Spring Meadow Inn (Inn) at Spring Meadow Golf Course, located in the Township of Wall, County of Monmouth, New Jersey. The Inn is located on a portion of Spring Meadow Golf Course shown on the survey map attached hereto as Exhibit A.

It is the goal of the State to provide a restaurant, bar, halfway house and banquet/catering facility, aesthetically suited to its location within the Spring Meadow Golf Course and operated by an operator with the expertise and resources to provide quality services at competitive prices. To satisfy this goal, the Department intends to enter into an Operating Agreement with an organization (Operator) which has the demonstrated financial capacity, restaurant, bar, and banquet/catering experience to provide these functions of business and services over the life of the agreement. The Department welcomes the use of the Inn for diverse events as long as those events do not violate this RFP, the Operating Agreement, public policy, or any documents made a part thereof.

The winning bidder shall enter into a Fifty-Eight (58) Month Operating Agreement (Agreement) between (July 1, 2016 - April 15, 2021). The term will coincide with the expiration date of the existing Operating Agreement of the golf course which is April 15, 2021. The existing Operating Agreement for the golf course is with Atlantic Golf Management Corporation.

As consideration for entering into the Agreement, the successful bidder shall pay the State the two monthly rental amounts below:

- 1.) Fixed Monthly Rent: Two Thousand Five Hundred (\$2,500) Dollars, adjusted up annually by 3%, and;
- 2.) Variable Monthly Rent: Bidders must propose the percentage of their total monthly receipts that will be paid to the State each month; the proposed percentage must be at least a **minimum** of Five (5%) Percent of the Monthly Total Gross Revenue, less sales taxes, generated by all business operations;
- 3.) The first Fixed Monthly Rent of Two Thousand Five Hundred (\$2,500) Dollars will be due on July 1st, 2016, then the first (1st) of every month thereafter;
- 4.) The first Variable Monthly Rent will be due on August 15th, 2016, then the 15th of every month thereafter.

All payments shall be submitted by check made payable to “**Treasurer - State of New Jersey**” and be received on or before scheduled payment date to:

Department of Environmental Protection
Office of Leases & Concessions, Natural & Historic Resources
Mail Code: 501-04C, PO Box 420
Trenton, New Jersey 08625-0420

If Operator fails to pay said Rent at such time and in such manner as specified herein, such failure shall constitute a material breach of the Agreement and grounds for termination of the Agreement.

Operator shall prepare and compile, or oversee the preparation and compilation of, and submit to Department a Monthly Report itemizing the Monthly Total Gross Revenue generated by all business operations, including but not limited to:

- i. Food sales must be reported and recorded by area (Restaurant, Bar, Halfway House, Food/Beverage Cart, Banquet/Catering)
- ii. Beverage sales, must be recorded and reported by alcoholic and non-alcoholic
- iii. Banquet/Catering & Special Events
- iv. Sales tax collected

The Department may at its discretion, require Concessionaire to make all payments for the Initial Term of the Agreement by certified or cashier's check only.

All past due payments shall be assessed a monthly penalty of five (5%) percent of the total amount due calculated after the twentieth (20th) day of each month.

In the event any check for payment is returned to Department, all future compensation payments must be made by certified or cashier check only.

The winning bidder shall be the qualified, responsible, and experienced bidder whose proposal is most responsive to the State's goals for the property, whose plan provides a realistic means of generating revenue for the State, and other factors.

The winning bidder must apply for an Annual State Permit from the New Jersey Division of Alcoholic Beverage Control to sell and serve alcoholic beverages for on-premises consumption in conjunction with the restaurant, bar, halfway house, mobile beverage cart, and banquet/catering events. The intent of this RFP is for the day-to-day operation of a restaurant, bar, halfway house, mobile beverage cart, and banquet/catered events for the sale and on-premises consumption of alcoholic beverages.

All bidders shall submit as part of their bid proposals an Operational Management Plan setting out in detail how they propose to operate the Inn and Halfway House. The winning bidder shall be the qualified, responsible, and experienced bidder whose proposal is most responsive to the State's goals for the property, price and other factors considered.

1.2 Background

Spring Meadow Golf Course is a fully-operational year-round 18-hole golf course in Monmouth County, New Jersey. The golf course is adjacent to Allaire State Park on Atlantic

Avenue in Wall Township. The golf course is currently operated by Atlantic Golf Management, and is not a part of this RFP. The current operating agreement expires on April 15, 2021.

There are two buildings at the Golf Course which are the subject of this RFP: the Spring Meadow Inn (Inn) and the Halfway House. The Inn and Halfway House were designed and constructed to provide restaurant-type food and refreshments (alcoholic and non-alcoholic beverages) for golfers and patrons as a full-service restaurant with a full-service bar.

The golf course is open for business year-round (weather permitting) to the golfing public and for local patronage during the daytime and evening hours. The Inn is open year-round as a restaurant and bar facility.

1.2.1 Structures

This RFP includes the Inn and the Halfway House. Also included are walkways along the perimeter of the Inn, and an area for a dumpster(s) behind the Inn. The Premises are more fully described in Attachments: A, A1 & A2.

Bidders shall explain what changes or improvements they may make to the Inn and/or Halfway House, if any, as part of their proposals. The successful bidder may not make any improvements to the Inn or Halfway House without prior Departmental approval.

1.2.1.1 Spring Meadow Inn

The Inn was upgraded most recently by the Department in 1990's. This two-story structure (88' x 48' approx.) was designed for restaurant, bar, and special event usage on the first floor. There is access for disabled persons through the main entrance of the building. The first floor interior is comprised of two sections: a dining room (32' x 28' approx.) area and an adjacent bar area (44' x 28' approx.). There are separate restrooms for men and women adjacent to the bar and main dining room. The dining room is carpeted and ceramic tile surrounds the bar area.

The Inn is fully-operational with water, electricity, gas, and telephone lines. There is a gas stove, gas oven, sink, countertops, bay marie, fryers, reach-in freezer, reach-in refrigerator, walk-in refrigerator & walk-in freezer. Attachment D (Equipment) lists the equipment in the kitchen (28' x 25' approx.). Lighting is by fluorescent lights. **Bidders should note that the fire suppression system, exhaust hood and exhaust system currently located in the kitchen have been certified by the Division of Fire Safety. If the fire suppression system is discharged/activated or if any significant changes to the system are made, it must be upgraded by the Operator according to the current Department of Community Affairs (DCA) Division of Fire Safety regulations in effect. A new Certificate of Approval must be obtained for the kitchen, from the DCA, Division of Fire Safety, after the installation and prior to use. All costs associated with any upgrades and/or changes described in this paragraph are the sole responsibility of the Operator.**

The second floor consists of three (3) offices (16' x 9', 12' x 6' & 28' x 4' approx.) and storage space over the kitchen area. As the office/storage space is under the pitched roof eaves, the head room is limited along the sides of the space. The floor is carpeted.

The Operator shall be responsible for maintaining and making all repairs to the Inn and Halfway House and the utilities, as outlined below, at Operator's sole expense. In addition, Operator is solely responsible for the cost of and payment for all utilities.

The Operator is encouraged to improve the appearance of the interior of the Inn such as changing the wall paper, paint, carpeting, lighting fixtures, etc., with the approval of the Department. The Operator is encouraged to improve the exterior of the building, including but not limited to landscaping, painting, powerwashing, and lighting, with the pre-approval of the Department. Bidders shall explain what changes they will propose to make to the Inn as part of their proposals.

The operation of the Inn is expected to be a year-round restaurant and bar facility. The hours of operation must be pre-approved in writing by the Department.

1.2.1.2 Halfway House & Mobile Beverage Cart/s

The Halfway House (12' x 6' approx.) was upgraded most recently by the Department in 2009.

The design of Spring Meadow Golf Course does not lead golfers back to the Inn after the 5th hole until returning on the 18th hole.

This one-floor structure was designed to provide the golfers "takeout/to-go" beverages, lunch-type food items, and snacks, on the golf course. There is no seating and/or area for the golfers to eat or drink at the Halfway House.

The hours of operation for the Halfway House shall be pre-approved by the Department.

Operator may dispense non-alcoholic and alcoholic beverages from Mobile Food/Beverage Cart/s, if approved by the Division of Alcoholic Beverage Control.

1.2.1.3 Parking Areas/Dumpster Area

All parking lots are shared by patrons of the golf course and the Inn during the hours of golf operation. Operator may leave vehicles in this lot overnight if required for Operator's business and with the Department's approval. The successful bidder will be responsible for trash removal from all parking lots and at Operator's sole expense.

Operator shall be responsible for one (1/2) half of the expenses related to snow removal and salting/sanding of the parking lots. The other one (1/2) half of these expenses will be paid by the current golf course operators. The Operator and current golf course operator must prepare a written agreement describing the process for the snow removal and salting/sanding and payment therefor. The Department will not become part of any agreement regarding the parking lots and will not be responsible for any snow removal and/or salting/sanding of any type at the golf course. This includes the salting/sanding and snow removal of walkways to, from and surrounding the Inn and the porch of the Inn.

An additional space is available for the placement of dumpsters behind the Inn. Trash removal from the dumpster(s) shall be at the Operator's sole expense.

1.2.2 Alcohol License

The Operator shall secure an Annual State Permit from the New Jersey Division of Alcoholic Beverage Control (NJ DABC), for the service and consumption of alcoholic beverages on the licensed premises within twelve (12) months of the Effective Date. The property is State-owned land, therefore, the successful bidder must obtain the license from the New Jersey Division of Alcoholic Beverage Control and not from the local municipality. If the Operator obtains an Annual State Permit from the NJ DABC, it will be required to directly provide the restaurant, bar, Halfway House, and banquet/catering services; Operator will not be permitted to enter into a subcontract for this operation.

The Operator shall also be allowed to secure an Annual State Permit from the NJ DABC, for the service of alcoholic beverages from a mobile beverage cart/s, and for selling alcoholic beverages to active golfers, throughout the golf course. If the Operator obtains an Annual State Permit from the NJ DABC, it will be required to directly provide the mobile cart alcoholic beverage sales and will not be permitted to enter into a subcontract for this operation.

Nothing in this RFP or any of the attachments hereto shall be construed as a guarantee that the successful bidder shall obtain a liquor license from the NJ DABC. A material component of this RFP is the service of alcoholic beverages at the Inn; thus, failure to secure an ABC permit with twelve (12) months from the Effective Date of the Agreement shall be grounds for Termination.

1.2.3 Maintenance

The Operator shall be required to perform any and all ordinary and extraordinary maintenance and repairs of the Inn, Halfway House, and Equipment located thereon and the utilities as outlined in Section 1.2.4. Notification of all repairs shall be made to the Department via email prior to the repair being made unless the repair is emergent in nature. The Operator shall be solely responsible for making any and all ordinary and extraordinary repairs and maintenance at Operator's sole expense.

Operator shall mow and maintain the grass areas and landscaping of the Premises, and around the propane tank located in the rear of the Inn, at the Operator's sole expense.

The clearing of snow and ice from the walkway adjacent to the employee parking area and entrances associated with the Premises shall be the sole responsibility and at the sole expense of the Operator. If Operator determines that ice patches should be salted for safety reasons, Operator shall do so at Operator's sole expense.

Operator shall be solely responsible for trash removal from the Premises, at Operator's sole expense. Trash removal from the dumpster(s) shall be Operator's responsibility and at Operator's sole expense. The Operator shall participate in and comply with all applicable recycling programs in effect in Wall Township and/or Monmouth County.

Fire prevention and suppression within the structures of the Premises shall be Operator's sole responsibility and expense and shall be coordinated with the Wall Township's Fire Marshall and/or the State Fire Marshall.

Operator shall preserve and maintain in good and clean condition the Premises and all Equipment, reasonable wear and tear excepted. Operator is solely responsible for the maintenance and cleanliness of the Premises and Equipment.

Regular maintenance and any and all repair costs associated with the Premises and Equipment shall be the sole responsibility of the Operator.

Operator shall be solely responsible for the following:

- (i) Interior maintenance of all structures and cleanliness of the entire Premises;
- (ii) Regular cleaning and degreasing of the blacktop area, shipping/receiving area, and trash container area;
- (iii) Snow removal from the front entrance area, sidewalk from the front entrance to the parking lot, and back door area of Inn;
- (iv) Cleaning and trash pickup from the front and rear of Inn and all areas around the Halfway House;
- (v) Cleaning and replacement, as needed, of all window trim, drapes, shades, screens, blinds, etc.;
- (vi) Daily sweeping, maintenance, and quarterly professional cleaning of all carpeted areas. Replacement of the carpeting as needed, with spike proof carpeting;
- (vii) Daily bathroom maintenance and upkeep. Repair of all fixtures, floors, and walls as needed;
- (ix) Division of Fire Safety inspection, service and/or repair of Ansul fire protection system after discharge or as required. A copy of the inspection report must be provided to the Department, upon request;
- (xi) Degreasing and deep cleaning of kitchen and exhaust hood a minimum of twice per year. Operator shall service the exhaust systems, including the roof vent, on an annual basis and shall post a notice of said cleaning, as provided by the cleaning service obtained. Operator shall provide a copy of the cleaning report to the Department, upon request;
- (xii) Septic and grease tanks must be pumped at least twice a year (during the months of April and October) and, Operator shall provide proof of completion of the pumping to the Department, upon request; and

(xiii) Maintenance (including, but not limited to the emergency repair) of the Inn:

- (a) Plumbing systems
- (b) Heating units
- (c) Hot water heater
- (d) Air conditioning units
- (e) Walk-in refrigerator and freezer, reach-in refrigerator and freezer and refrigerated sandwich units
- (f) Beer tap delivery system
- (g) Ice Machine
- (h) Fire monitoring system (Operator shall provide a copy of the annual inspection report to the Department.)
- (i) Soda beverage dispensing machine

Upon expiration or termination of the Agreement, Operator shall deliver up peaceable possession of the Premises to Department in as good and clean condition as the Premises was made available at the commencement of the Agreement, reasonable wear and tear excepted. In the event that Operator does not deliver up possession as herein provided, Department may restore the Premises to such condition, whether due to a need to repair or to clean or both; and the cost thereof shall be paid by Operator to Department within fifteen (15) days of Department's written demand for payment.

1.2.4 Utilities

Bidders should consider what the costs may be to them for operating the facilities included under this RFP based on their prior experience. The successful bidder shall be responsible for paying for all utility usage as well as the cost to maintain and repair the systems identified herein.

(i) Electricity

Jersey Central Power & Light provides electricity to the Inn and Halfway House. There is a separate electricity meter for the lighted sign at the driveway entrance. Additionally, Operator shall be responsible for the maintenance and repair of the electricity and electrical systems for which Operator pays.

(ii) Heat & Air Conditioning (HVAC)

The Inn is heated and cooled by four (4) existing propane units.

The Halfway House is not heated or air conditioned.

The Department installed a HVAC air conditioning system in the Inn in the 1990's. The system provides heat in the cold months and air conditioning in the summer months. The kitchen and back preparation area of the restaurant are not cooled by any type of air conditioning system.

The Operator shall be responsible for payment of maintenance and repair services to the HVAC system.

(iii) Water

Water is supplied by Wall Township and the Operator will be responsible for the installation of a sub-meter to determine water consumption. Total water usage is billed to the operator of the golf course property. The Operator of the Inn and premises under this RFP and the operator of the golf course property must prepare a written agreement describing the process for calculating and apportioning the water consumption and payment process.

(iv) Septic System

There are two (2) one (1,000) thousand gallon underground septic and grease tanks connected to the Inn located on the back side of the Inn. The Operator shall pump out the septic and grease tanks and clean out the grease traps at least a minimum of twice per year, or more often if necessary, at the Operator's sole expense. In addition, the Operator shall add enzymes as necessary to ensure the health of the septic system. The Operator is solely responsible to maintain and repair the septic system at Operator's sole expense.

(v) Communications

Regardless of whether Operator chooses to use the landline telephone wires, the Operator shall be solely responsible for Operator's telephone, cellular, internet, or other communications service(s) and obtaining telephone(s), computer(s) and other equipment at the Operator's sole expense.

(vi) Propane

There is no public natural gas utility at the Inn and propane has been used at the Inn. The Operator shall be solely responsible for all costs and expenses relating to providing propane for the Inn.

1.2.5 Improvements

Operator is encouraged to make permanent and semi-permanent improvements to the Inn and/or Halfway House. For all improvements, the successful bidder shall submit, for written pre-approval, design documents to the Department showing the proposed improvements, expected costs, and expected timeline for completion of the improvements, upon request; however, each bidder shall explain changes the bidder would like to make to each structure as a part of the bidder's proposal.

All improvements made to or added to the Inn and Halfway House shall be maintained and repaired by the Operator but shall become the property of the Department. The Department will not be responsible for these improvements should the Operator not undertake them.

The Operator shall be solely responsible to obtain and pay for all necessary permits for the making of improvements at the Inn and Halfway House and shall pay Prevailing Wage for all construction projects. The contractor must comply with New Jersey Uniform Construction Code

and the latest NEC70, Building Officials & Code Administrators. Basic Building code, OSHA and all applicable codes for this requirement.

(i) Halfway House

The Operator is encouraged to make changes or improvements to the Halfway House, with the Department's written pre-approval.

(ii) Signage

There is one permanent sign at the entrance to the golf course. All changes and new signage must be pre-approved, in writing, by Department.

(iii) Plantings

The Operator may plant or change the plantings around the Premises with the Department's written pre-approval, including placement of planters, flower pots and other plant containers in and around the Premises.

(iv) Lighting

Operator may add and/or change any interior or exterior lights with the Department's written pre-approval.

1.2.6 Personal Property

The Operator shall be solely responsible for providing any and all equipment necessary to operate as a restaurant with bar, snack shack, mobile food carts, and banquet/catering business under this RFP.

Prior to the Agreement being signed, the successful bidder shall provide a list of all items that are personal property that shall not become a part of the Department's property. The list of personal property items shall be attached as an exhibit to the Agreement.

1.2.7 Security

Spring Meadow Golf Course is in a somewhat rural area of Monmouth County. The Operator shall be responsible for crowd control due to the Operator's events. If the Operator has an emergency requiring immediate assistance, 911 must be called. Otherwise, the Operator shall be responsible for its own security and at Operator's sole expense.

The Operator shall be solely responsible for security of the Inn and Halfway House against burglary, theft, vandalism and unauthorized entry. The Inn is currently equipped with a security system. The Halfway House is not equipped with a security system. Security systems may be added or upgraded with written pre-approval from Department.

1.2.8 Revenue; Audits

The successful bidder will be required to deposit all revenue (cash, checks, credit cards, etc.) into a single bank account, maintained at a bank located within the State of New Jersey and maintained solely for the Inn, Halfway House, and Banquet/Catering activities, and through which all financial transactions (including but not limited to deposits, withdrawals, and purchases) must pass.

The successful bidder will be required to provide yearly financial statement audits to the Department which include a CPA's highest level of assurances and verification and substantiation procedures. Financial statement compilations, financial statement reviews, or any other lower level of financial statements will not be accepted in lieu of an audit.

1.3 Key Events

The winning bidder shall meet with members of the Department within seven (7) days of the proposal award to discuss the transition of the operations at the Spring Meadow Golf Course Inn and related facilities. The winning bidder must be prepared to assume full operation of the Inn on the Effective Date of the Agreement on or before July 1, 2016.

1.3.1 Questions and Inquiries

The Department will only accept written questions and inquiries from all potential bidders receiving this RFP. Questions may be submitted in writing only, via email, to the Department at the following address:

Attn: George Chidley, Manager
Department of Environmental Protection
Office of Leases & Concessions
Mail Code 501-04C
P.O. Box 420
Trenton, NJ 08625-0420

Send email to:
officeofleases@dep.nj.gov

The Department shall respond to all questions submitted via email on Department's website.

1.3.1.1 Submission Cut-Off Date

The cut-off date for the submission of questions shall be the date of the Mandatory Pre-Bid Meeting and Site Visit ("Meeting"), details of which are set forth in Subsection 1.3.2 below. While all questions will be entertained at the Meeting, it is strongly urged that questions be submitted in writing prior to the Meeting. Written questions must be delivered to the Manager of the Office of Leases & Concessions as set forth in 1.3.1. It is requested that bidders with long, complex, or multiple-part questions submit them in writing as far in advance as possible, in order for the Department to prepare answers by the time of the Meeting.

1.3.1.2 Question Protocol

Questions must be submitted in writing to the attention of the Manager of the Office of Leases & Concessions. Written questions must be directly tied to the RFP. Questions should be asked in consecutive order, from beginning to end, following the organization of this RFP. Each question should begin by referencing the RFP page number and the section number to which it relates.

Brief procedural inquiries may be accepted over the telephone by the Office of Leases & Concessions. However, oral explanations or instructions given over the phone shall not be binding upon the State. Bidders shall not contact the State Park Service or any other office within the Department directly, in person or by telephone, concerning this RFP.

1.3.2 Mandatory Pre-Bid Meeting and Site Visit

A Mandatory Pre-Bid Meeting and Site Visit (“Meeting”) has been scheduled for this procurement and will be composed of the following:

1. Mandatory Site Visit at the Spring Meadow Inn will be held April 22nd, 2016 from 10:00 a.m. to 11:00 a.m.
2. Mandatory Pre-Bid Meeting will be held on April 22nd, 2016 at 11:30 a.m. at the Allaire State Park Office Conference Room. **This will be the cut-off for the submission of questions.**

NOTE: A proposal from a bidder that does not attend or fails to properly register at the Meeting will be rejected automatically.

The purpose of the Meeting is to provide a structured and formal opportunity for the Department to accept questions from bidders regarding this RFP. The Meeting also will provide bidders with an opportunity to view the Inn and Halfway House.

Any revisions to the RFP resulting from the Meeting will be formalized and distributed to attendees as written addendum to the RFP. Answers to deferred questions also will be distributed to attendees as written addendum to this RFP.

1.4 Additional Information

1.4.1 Revisions to the RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any RFP addendum will be distributed as follows:

- i. Any addendum issued before the Meeting (see Subsection 1.3.2) will be posted on the Office of Leases & Concessions website:
http://www.nj.gov/dep/parksandforests/parks/business_ops/current_leases.htm, and
- ii. Any addendum issued at the time of or after the Meeting will be distributed only to those bidders who attended and properly registered at the Meeting.

1.4.2 Addendum as Part of the RFP

Any addendum to this RFP shall become part of this RFP, as well as part of any agreement resulting from the RFP.

1.4.3 Issuing Office

This RFP is issued by the New Jersey Department of Environmental Protection, Office of Leases & Concessions. The Manager of the Office of Leases & Concessions is the sole point of contact between the bidder and the Department for purposes of this RFP.

1.4.4 Bidder Responsibility

The bidder assumes sole responsibility for the complete effort required by this RFP. No special consideration shall be given after proposals are opened because of a bidder's failure to be knowledgeable of and about all the requirements of the RFP. By submitting a proposal in response to this RFP, each bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP. The bidder further represents that it has made its own calculations, based on the information provided and its own research and experience, of costs, expenses, and revenues, for which the Department bears no liability.

1.4.5 Cost Liability

The State assumes no responsibility and bears no liability for costs incurred by bidders in the preparation of proposals in response to this RFP. Furthermore, the Department does not warrant or guarantee any current or future revenues that may be generated from operation of the Inn and Halfway House.

1.4.6 Contents of Proposal

The entire content of every proposal that is opened and read shall become a public record, notwithstanding any statement to the contrary made by a bidder in its proposal. As public records, all proposals are available for public inspection and subject to the Open Public Records Act. Interested parties may schedule an appointment with the Manager to inspect proposals received in response to this RFP.

1.4.7 Bid and Performance Security

Neither bid nor performance security is required.

1.4.8 Price Alteration

Bid prices must be typed or written in ink. Any price change, including "white-outs," must be initialed. Failure to initial price changes on the bid proposal may preclude an award from being made to a bidder.

1.4.9 Causes for Rejection

In addition to the reasons for rejection of bid proposals mentioned throughout this RFP, proposals may be rejected for any or all of the following reasons:

- a. The bidder is not authorized to do business in the State of New Jersey;
- b. The proposal is not responsive to the RFP;
- c. The Department has determined that there is an actual or perceived conflict of interest;
- d. Bidder has failed to include any required information with the submittal;
- e. Bidder has failed to disclose a potential conflict of interest;
- f. The Department has determined that there are false or misleading statements in the submittal;
- g. Bidder has not provided the Department with a valid New Jersey Business Registration Certificate.

2.0 DEFINITIONS

The following definitions shall be part of any agreement executed as a result of this RFP:

- a. “Department” or “State” shall mean the State of New Jersey, Department of Environmental Protection.
- b. “Premises” shall mean the Spring Meadow Inn and Halfway House at Spring Meadow Golf Course, as shown on the survey map attached hereto as Exhibit A.
- c. “Banquet/catering services” shall mean the serving of food and drink at events wherein admittance is by invitation or ticket and includes, but is not limited to, wedding receptions, bar/bat mitzvahs, retirement parties, holiday parties, non-profit fundraisers, for-profit marketing events, conferences, and other such events where private individuals or businesses procure such services from a vendor.
- d. “Operating Agreement” shall mean the written agreement resulting from this Request for Proposal and executed by the New Jersey Department of Environmental Protection and the winning bidder.
- e. “Operator” shall mean the winning bidder to this Request for Proposal that enters into an Operating Agreement with the New Jersey Department of Environmental Protection.
- f. “Bidder” shall mean an organization that submits a proposal in response to this Request for Proposal.

- g. “Trash” shall mean any and all garbage, rubbish, refuse and other solid waste materials.
- h. “Improvements” shall mean any renovations, changes, alterations, modifications, retro-fittings, replacements, upgrades, additions, out-fittings, and the like, including any and all woodwork, fixtures, hardware, wiring, pipes, and appurtenances that are a part of the improvements, but shall not mean personal property. Improvements shall also mean the re-building of any building due to damage to the building or the building of any new structure.
- i. “Personal property” shall mean equipment, tables, chairs, linens, china, glassware, silverware, artwork, and any other personal property necessary for the maintenance, management and operation of the Inn in accordance with this RFP and the Operating Agreement, placed or used in the Inn by Operator that are not attached to and/or physically incorporated into the Inn.
- j. “Meeting” shall mean the Mandatory Pre-Bid Meeting and Site Visit.
- k. “Office” shall mean the Office of Leases & Concessions.
- l. “Manager” shall mean the Manager of the Office of Leases & Concessions.
- m. “Commissioner” shall mean the Commissioner of the New Jersey Department of Environmental Protection.
- n. “Evaluation Committee” shall mean a committee established by the Department to review and evaluate proposals submitted in response to this Request for Proposal and to recommend a proposal award.
- o. “Request for Proposal (RFP)” shall refer to this document, which establishes the bidding requirement and solicits proposals to meet the needs of the Department for operation of the Inn at Spring Meadow Golf Course as identified herein.
- p. “Halfway House” shall refer to a one-floor structure designed to provide the golfers “takeout/to-go” lunch-type food items, beverages, and snacks, on the golf course.

3.0 SCOPE OF WORK

The Department seeks to enter into a fifty-eight (58) month Operating Agreement (July 1, 2016 - April 15, 2021), with an organization that will perform the services set forth in this RFP and the Operating Agreement, which has been attached to this RFP as Exhibit B. Bidders should refer to both this RFP and the Operating Agreement in preparation of submitting a proposal to gain a full understanding of the services required to be performed thereunder.

In exchange for entering and performing under the Operating Agreement, the Operator shall pay the Department the two monthly rental amounts below:

- 1.) Fixed Monthly Rent: Bidders must propose the amount of fixed monthly rent that will be paid to the State each month. The **minimum** Fixed Monthly Rent proposed must be in the amount of Two Thousand Five Hundred (\$2,500) Dollars, adjusted up annually by 3%, and;
- 2.) Variable Monthly Rent: Bidders must propose the percentage of their total monthly receipts that will be paid to the State each month; the proposed percentage must be at least a **minimum** of Five (5%) Percent of the Monthly Total Gross Revenue, less sales taxes, generated by all business operations,

4.0 PROPOSAL PREPARATION & SUBMISSION

4.1 General Information

The bidder must strictly follow the instructions contained in this RFP in preparing and submitting its proposal. The bidder is advised to thoroughly read and follow all instructions.

The information required for submission in response to this RFP has been determined to be essential in the proposal evaluation and bidding award process. Any qualifying statements made by the bidder as to the RFP's requirements may result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, processes, and procedures are revealed. However, each bidder is cautioned that insufficient detail may result in a determination that the proposal is materially non-responsive or, alternatively, may result in a low technical score being given to the proposal.

4.2 Proposal Delivery and Identification

In order to be considered, a proposal responding to this RFP must arrive at the Office of Leases & Concessions no later than 4:00 p.m. on Friday, May 6th, 2016. All bidders submitting proposals are advised to allow adequate delivery time to ensure punctual delivery of proposals by the date and time set forth herein. Late proposals shall be ineligible for consideration. The exterior of all proposal packages must be labeled with "Spring Meadow Inn - RFP", the Bid Due Date, and the Bidder's Name.

4.3 Number of Proposal Copies

Each bidder must submit one (1) complete original proposal that clearly has been marked as the "ORIGINAL" proposal. Each bidder also must submit four (4) full, complete, and exact copies of the original. The copies are necessary in the evaluation of each proposal. Bidders failing to provide the requisite number of copies shall be charged the cost incurred by the Department to produce the necessary number of copies. It is suggested that the bidder make and retain a copy of its proposal for its own records.

4.4 Proposal Content

The proposal should be submitted in one (1) volume that is divided into six (6) parts as follows:

4.4.1 FORMS (Part 1)

4.4.1.1 Affirmative Action Employee Information Report

The bidder must complete the attached Affirmative Action Employee Information Report (part of Exhibit C), or alternatively, must supply either (1) a New Jersey Affirmative Action Certificate or (2) evidence that the bidder is operating under a federally approved or sanctioned affirmative action program. This requirement is a precondition to entering into a valid and binding contract with the State.

4.4.1.2 Business Registration Reporting; Stock Ownership

Pursuant to N.J.S.A. 52:32-44(b), the State (including the Department of Environmental Protection) is prohibited from entering into a contract with an organization unless the contractor has provided a copy of its business registration certificate (or interim registration) as part of its bid submission. Failure to submit a copy of the Business Registration Certificate within the bid proposal may be cause for rejection of the bid proposal. The successful bidder who is awarded the Operating Agreement will be required to maintain a valid Business Registration with the Division of Revenue for the duration of the term of the Operating Agreement.

In addition, in the event the bidder is a corporation, partnership or sole proprietorship, pursuant to N.J.S.A. 52:25-24.2, the bidder must complete the attached Ownership Disclosure Form found at Exhibit D. A current completed Ownership Disclosure Form must be received prior to or accompany the proposal. Failure to submit the form will result in rejection of the proposal as non-responsive.

Pursuant to N.J.S.A. 52:32-55(g), the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>.

4.4.1.3 Pay to Play

Pursuant to N.J.S.A. 19:44A-20.13, et seq. (L.2005, c.51) and specifically N.J.S.A. 19:44A-20.21, and Executive Order No. 117 (2008) the successful bidder shall not be allowed to contract with the State if the bidder: (1) makes or solicits a contribution in violation of P.L.2005, c.51; (2) knowingly conceals or misrepresents a contribution given or received; (3) makes or solicits contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (4) makes or solicits any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (5) engages or employs a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the bidder itself, would subject the bidder to the restrictions of P.L.2005, c.51; (6) funds contributions made by third parties, including consultants, attorneys, family members, and employees; (7) engages in any exchange of contributions to

circumvent the intent of P.L.2005, c.51; or (8) directly or indirectly through or by any other person or means, does any act which would subject the bidder to the restrictions of P.L.2005, c.51.

Further, where the bidder is a business entity, as defined by N.J.S.A. 19:44A-20.17, and the value of the Operating Agreement exceeds \$17,500, the bidder shall submit with the Operating Agreement a “Certification and Disclosure of Political Contributions Form”, certifying that the bidder has not made any contributions prohibited by P.L.2005, c.51 and reporting all contributions the bidder made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7, and the “Ownership Disclosure Form”. It is the successful bidder’s continuing obligation to report any contributions it makes during the term of the Operating Agreement. Additionally, unless the Operating Agreement is required by law to be publicly advertised for bids, if the bidder is a for-profit business entity, as defined by N.J.S.A. 19:44A-20.26 and the value of the Operating Agreement exceeds \$17,500, the bidder shall submit with the Operating Agreement a “Vendor Certification and Political Contribution Disclosure Form” listing its political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et al.) and that were made by the bidder during the preceding 12-month period, along with the date and amount of each contribution and the name of the recipient of each contribution. All bidders must complete and submit with their bid proposals the following enclosed forms, copies of which are attached and incorporated by reference as Exhibit C, in accordance with their instructions: (1) Ownership Disclosure Form; (2) Contractor Certification and Disclosure of Political Contributions Form (P.L. 2005, c. 51); and (3) Vendor Certification and Political Contribution Disclosure Form (P.L. 2005, c. 271). Please note that forms and instructions are also available at <http://www.state.nj.us/treasury/purchase/forms.shtml>.

Bidders further are advised of their responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, section 3) if the bidder receives contracts in excess of \$50,000.00 from a public entity in a calendar year. It is the bidder’s responsibility to determine if filing is necessary. Failure to so file will preclude a proposal award and can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

4.4.2 BACKGROUND INFORMATION (Part 2)

Each bidder shall submit written answers to the following inquiries:

- i. How many years has your organization been in business under its present business name?
- ii. Under what other or former names has your organization operated?
- iii. If your organization is a corporation, provide the following information: date of incorporation; State of incorporation; president’s name; vice president’s name; secretary’s name; treasurer’s name; and corporate agent for service.

- iv. If the organization is a partnership, provide the following information: date of organization; type of partnership; and name(s) of general partner(s).
- v. If your organization is individually owned, provide the following information: date organization established; and name of owner.
- vi. Has your organization ever failed to complete any contract awarded to it?
- vii. Within the past five (5) years, has any officer or principal of your organization ever served as an officer or principal of another organization when it failed to complete a contract?
- viii. Are there any judgments, claims, arbitration proceedings, or lawsuits pending or outstanding against your organization or its officers or principals, or which have been finalized, completed or resolved in the past 5 years?
- ix. Has your organization filed any lawsuits or requested arbitration with regard to any contracts within the last five (5) years?
- x. Has any owner made a claim against you, which has resulted in arbitration or litigation with the past five (5) years?
- xi. Has your organization or any of its officers, principals or owners ever been convicted of a crime, or are they presently the target of any criminal or administrative investigation?
- xii. Has your organization or any of its officers, principals, or owners ever been disqualified, suspended, or debarred from a contract with any Federal, State, or local government entity?
- xiii. Does your organization or any of its officers, principals or owners currently possess a liquor license issued by the New Jersey Division of Alcoholic Beverage Control?
- xiv. Has your organization or any of its officers, principals, or owners ever applied to and been unable to obtain a liquor license issued by the New Jersey Division of Alcoholic Beverage Control?
- xv. Has your organization or any of its officers, principals or owners ever possessed a liquor license issued by the New Jersey Division of Alcoholic Beverage Control and has had the license revoked?

If the answer to any questions “iv” through “xv” is yes, please provide full details.

Each bidder also shall describe in detail its experience and expertise in providing restaurant, bar, and banquet/catering services, including the following:

- i. A description of the bidder's experience as a provider of restaurant with bar and banquet/catering services; and
- ii. A list of any other qualifications, awards or experience as a provider of restaurant with bar and banquet/catering services; and
- iii. The beginning and ending dates of each management contract or lease associated with each restaurant with bar and banquet/catering facility listed in "i" above.

4.4.3 TECHNICAL PROPOSAL (Part 3)

In this Section, the bidder shall describe its plans and approach for fulfilling the requirements set forth in this RFP and the Operating Agreement. The RFP and the Operating Agreement fully describe the minimum services to be provided by the Operator. The bidder must, in its proposal, present its understanding of the requirements of the RFP and Operating Agreement and its ability to fulfill said requirements successfully. However, the bidder should not be limited by the services described and is encouraged to expand upon, supplement, or add other service areas where the bidder has expertise that may benefit the State and maximize the use of the Inn as described in this RFP. This section of the bidder's proposal should contain at least the following information:

4.4.3.1 Management Plan

Each bidder shall submit a Management Plan containing a complete description of how the bidder intends to fulfill its obligations under the RFP and Agreement, in narrative format. The Management Plan shall contain a complete description of how the bidder intends to implement each aspect of the requirements set forth in the RFP and Agreement. The narrative should exemplify to the State that the bidder understands the objectives of the RFP and Agreement, the nature of the services required, and the level of effort necessary to successfully execute the services under the RFP and Agreement. The bidder's narrative further should be designed to convince the Department that the bidder's Management Plan is viable and can be successfully executed, and that the bidder's general approach to undertaking the RFP and Agreement and fulfilling the State's goals is in accordance with the tasks and subtasks involved.

Mere reiteration of the requirements set forth in the RFP and Agreement is strongly discouraged, in that such a narrative would not provide insight into the bidder's ability to successfully perform under the RFP and Agreement. In sum, the bidder's response to this Section of the RFP should be designed to demonstrate that the bidder's detailed plans and proposed approach to performing the requirements under the RFP and Agreement are realistic, attainable, and appropriate and that the bidder's proposal will lead to successful performance thereunder.

4.4.3.2 Specific Plan Content

The bidder's Management Plan should identify and fully detail the following:

- i. Description of restaurant with bar and banquet/catering services the bidder will provide;

- ii. Anticipated staffing and personnel structure;
- iii. Plans for advertising and publicizing of the Inn;
- iv. Proposed hours of operation, days and months of operation;
- v. Proposed budget including a schedule of proposed fees and prices;
- vii. Proposed improvements to any and all parts of the Premises;
- vi. Description of security including crowd control measures and handling of emergencies and closures; and
- vii. Description of parking requirements for bidder's company vehicles (if to be left onsite overnight), vehicles to be parked, and reason for leaving vehicles onsite.

With respect to fee and price schedules, the Operator in its Plan shall establish all applicable fees and prices, which will be subject to the Department's review and ultimate approval. Fees and prices should be comparable to those charged by other restaurant, bar, and banquet/catering service providers in the area.

4.4.3.3 Mobilization and Implementation Plan

The bidder must include as part of its proposal a mobilization and implementation plan, beginning with the date of notification of the proposal award. The mobilization and implementation plan should include the following elements:

- i. A detailed timetable for the mobilization and implementation period. This timetable should be designed to demonstrate how the bidder plans to have the Inn operational and by what date.
- ii. The bidder should submit a plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to fully implement the Agreement on the required start date.
- iii. The bidder also should submit a plan for the use of sub-operators, if any, with respect to implementing the Agreement, understanding that no sub-operator is allowed under any NJ DABC license issued to Operator. Emphasis should be placed on how any sub-operator identified will be involved in the mobilization and implementation plan.

4.4.3.4 Potential Problems

The bidder should set forth a summary of any and all problems anticipated during the term of the Agreement. For each problem identified, the bidder should provide its proposed solution.

4.4.4 ORGANIZATIONAL SUPPORT & EXPERIENCE (Part 4)

The bidder should include information relating to its organization, personnel, and experience, including but not limited to references, together with contact names and telephone numbers, evidencing the bidder's qualifications and capabilities to perform the services required by this RFP and Agreement.

4.4.4.1 Location

The bidder should include the name(s) of key personnel, location of the office, and telephone number of the office that will be responsible for the project.

4.4.4.2 Resumes

Detailed resumes should be submitted for all management, supervisory, and key personnel who will be acting under the Agreement. Resumes should be structured to emphasize the relevant qualifications and experience of these individuals.

In the event the bidder must hire or otherwise engage management, supervisory, and/or key personnel if awarded the proposal, the bidder should include a recruitment plan for such personnel. Said recruitment plan should demonstrate that the bidder will be able to initiate and complete the project within the time frame required by this RFP.

4.4.4.3 Organization Chart (Complete)

The bidder should include an organization chart depicting its entire organizational structure. This chart should show the relationship of the individuals performing under the Agreement to the bidder's overall organizational structure.

4.4.4.4 Sub-Operator(s)

The Operator may not enter into any sub-operator agreements with outside entities for any operation under this RFP and Agreement without prior notification to the Department in writing. All such sub-operator agreements require prior written Departmental approval. All sub-operators must meet the requirements of this RFP, including Business Registration, pay to play and ownership disclosure.

4.4.4.5 Experience of Bidder on Projects of Similar Size and Scope

As evidence of the bidder's ability to complete the services set forth in the RFP and Operating Agreement, the bidder should provide a comprehensive listing of restaurant, bar and banquet/catering projects similar in size and scope that it successfully has held in the past five (5) years. A description of all such projects should be included and should demonstrate how such projects relate to the bidder's ability to complete the services required under the Agreement. For each such project, the bidder should provide the name and telephone number of a contact person.

Specifically, the bidder should describe its expertise in providing restaurant, bar and banquet/catering services, including the following:

- i. a description of all restaurant, bar, and banquet/catering events it has provided or been involved with, including size, type of event, and location for each event;
- ii. a description of all restaurant, bar, and banquet/catering facilities the bidder has operated or managed; and
- iii. the beginning and ending date of each ownership, operating agreement or lease associated with restaurant, bar, and banquet/catering and event services listed in “i” and “ii” above.

4.4.4.6 Financial Viability of the Bidder

The bidder shall provide proof of its financial capacity and capabilities to undertake and successfully carry out its responsibilities under the Agreement. To satisfy this requirement, the bidder shall submit the following with its bid proposal:

- i. The name and address of the bidder’s bank, chief banking representative handling the bidder’s account, documentation from a bank or financial institution regarding current lines of credit, and the bidder’s federal employer information number (FEIN);
- ii. Certified financial statements which include a balance sheet, income statement and statement of cash flow, assets, liabilities, net worth, revenues and receipts, expenses, profit or loss, and all applicable notes for the most recent calendar year or the bidder’s most recent fiscal year; or
- iii. If a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information shall be provided, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements.

4.4.5 MONETARY PROPOSAL (Part 5)

The bidder must submit a monetary proposal. Failure to submit a monetary proposal shall result in the bidder’s proposal being considered materially non-responsive. Each bidder must hold its price(s) firm through completion of the proposal award process.

Each bidder shall submit, as part of its monetary bid:

- a.) a Fixed Monthly Rent: the **minimum** fixed monthly rent proposed shall be in the amount of Two Thousand Five Hundred (\$2,500) Dollars or greater; &

- b.) a Variable Monthly Rent: percentage of the total gross receipts of at least the **minimum** percentage amount of five percent (5%) that will be paid to the Department each month (e.g. if the successful bidder proposes a percentage of five percent (5%), the successful bidder shall be required to remit five percent of total gross receipts to the Department monthly). Bidders are encouraged to propose a greater percentage; however, the bids of bidders that propose less than five percent shall be thrown out. Bidders may also propose a graduated percentage rent based on the total gross receipts starting from a minimum of 5%.

For purposes of this RFP and the Agreement, total gross receipts shall be defined to include all sales at the gross selling price of food, alcoholic and non-alcoholic beverages, and items of every character sold in, upon, or through any part of the Inn by Operator or any sub-operator(s), including, but not limited to, all revenues and sales related to the operation of restaurant with bar, snack shack, mobile food carts, and banquet/catering events and gross charges for all services to customers or patrons, performed by Operator or any sub-operator(s), in, upon, or through any part of the Inn, and shall include sales and charges for cash and credit regardless of whether or not the same is collected or uncollected, less only any New Jersey sales taxes collected by Operator and remitted to New Jersey taxing authorities with respect to each Term Year of the Agreement.

4.4.6 CHANGES TO TERMS AND CONDITIONS (Part 6)

A bidder may propose changes or modifications or take exception to any of the State's terms and conditions. If a bidder does so, the bidder must state specifically in writing in the bid proposal the changes, modifications or exceptions proposed. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement. Bidders must be aware, however, that there are certain terms and conditions that are required by law (e.g., Pay to Play, Affirmative Action, Business Registration, Prevailing Wage).

5.0 OPERATING AGREEMENT

5.1 Precedence of Agreement Terms and Conditions

The Agreement ultimately shall consist of this RFP, any addendum to the RFP, the winning bidder's proposal, any best and final offers, the Department's Notice of Acceptance, the executed Agreement, and all exhibits to the Agreement.

In the event of a conflict between the provisions of this RFP and any addendum to the RFP, the addendum shall govern. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.

5.2 Agreement Term and Extension Option

The term of the Agreement shall be for a period of Fifty-Eight (58) months (July 1, 2016 – April 15, 2021), unless earlier terminated pursuant to the terms of the Agreement. The anticipated Effective Date will be provided in the Agreement. If delays in the selection process result in an

adjustment of the anticipated Effective Date, the winning bidder shall agree to accept an agreement for the full term of same.

If the Department permits the Operator to continue operating the Property after expiration of the Agreement without having executed a new written agreement, the Operator shall operate the Inn subject to all terms, covenants, and conditions contained in the expired Agreement. Such continuation of operations by the Operator shall not constitute a renewal or extension of the expired Agreement and Operator shall be required to vacate the Premises upon written notice by the Department.

5.3 Insurance

The successful bidder shall, at its sole cost and expense, obtain and maintain at all times during the Term of this Agreement, insurance of the types and in the amounts hereinafter provided:

- (i) Commercial General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability. Limits of liability shall be maintained at the level of One Million (\$1,000,000.00) Dollars for each occurrence of bodily injury and property damage liability and a Two Million (\$2,000,000.00) Dollars annual aggregate; and
- (ii) Property insurance to cover loss or damage on an "all risk" of physical loss form of coverage against fire, water, wind, storm, loss, theft, and damage on any structures on the Leased Premises and all fixtures, equipment, and other property attached thereto and/or physically incorporated therein and the contents owned by Tenant and located in or on the Leased Premises. Said insurance shall be in an amount not less than the full value of such structures, fixtures, equipment, and contents. The value of said structures, fixtures, equipment, and contents shall be determined by Tenant using whatever procedures Tenant considers appropriate. Said policy shall be written so as to provide that the insurer waives all right of subrogation against Department in connection with any loss or damage covered by the policy; and
- (iii) Worker's Compensation applicable to the Laws of the State of New Jersey and Employer's Liability Insurance with limits of not less than One Million (\$1,000,000.00) Dollars per occurrence for bodily injury liability and One Million (\$1,000,000.00) Dollars occupational disease per employee with an aggregate limit of One Million (\$1,000,000.00) Dollars occupational disease; and
- (iv) Comprehensive Automobile Liability to cover bodily injury and property damage with limits of not less than \$1,000,000.00 per person or per occurrence for all vehicles used on the Property. Coverage must include hired and non-owned vehicles. A MCS-90 certificate shall be filed with the

State of New Jersey if hazardous materials or waste will be transported during the performance of work; and

- (v) Such other insurance and in such amounts as may from time to time be reasonably required by Department.

B. Tenant shall require any person providing any service and/or conducting any activity on the Leased Premises as part of Tenant's use and occupancy thereof to secure and maintain in force at all times during the provision of any service and/or conduct of any activity thereon as part of Tenant's use and occupancy of the Leased Premises, insurance coverage of the types and in at least the minimum amounts required under subparagraph A.

C. All policies of insurance shall provide that the proceeds thereof shall be payable to Department and Tenant as their respective interests may appear. All insurance coverage required to be maintained by Tenant on the Leased Premises in accordance with this Lease Agreement shall be issued by an insurance company authorized and approved to conduct business in the State of New Jersey and shall name the **"State of New Jersey, Department of Environmental Protection"** as an additional insured.

D. When Tenant returns this Lease Agreement, signed by Tenant, to Department for signature, Tenant shall provide Department with a certificate of insurance evidencing that Tenant has obtained all insurance coverage in accordance with this Lease Agreement. A copy of the certificate of insurance shall be attached to this Lease Agreement. Failure to provide a certificate of insurance at the time of Tenant's execution of this Lease Agreement shall render this Lease Agreement null and void. The certificate of insurance shall provide for thirty (30) days' notice, in writing, to Department prior to any cancellations, expiration, or non-renewal during the term the insurance is required to be maintained in accordance with this Lease Agreement. Tenant also shall provide Department with valid certificates of renewal of the insurance upon the expiration of the policies so that Department is continuously in possession of current documentation that Tenant has obtained and is maintaining in full force and effect all insurance required under this Lease Agreement. Tenant also shall, upon request, provide Department with copies of each policy required under this Lease Agreement certified by the agency or underwriter to be true copies of the policies provided by Tenant. Tenant shall not allow any contractor or subcontractor to engage in any activity on the Leased Premises without first submitting to Department a current certificate of insurance showing that the contractor or subcontractor has obtained insurance coverage in accordance with the requirements of this Lease Agreement. Tenant shall deliver the certificates to Department's address in this Lease Agreement.

E. Tenant expressly understands and agrees that any insurance protection required by this Lease Agreement shall in no way limit Tenant's indemnification obligations assumed in this Lease Agreement and shall not be construed to relieve Tenant from liability in excess of such coverage, nor shall it preclude Department from taking such other actions as are available to it under any provision of this Lease Agreement and as otherwise provided for at law or in equity.

F. In the event (i) Tenant fails or refuses to renew any of its insurance policies or to provide the Department with timely certificates of insurance showing that Tenant is maintaining insurance coverage in full force and effect to the extent required by this Lease Agreement or (ii) any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this

Lease Agreement, the Department shall consider Tenant to be in default and terminate this Lease Agreement.

G. The limits of insurance policies described in this Paragraph shall be reviewed by Department and Tenant every two (2) years. Tenant shall increase the limits of said policies to meet changed circumstances including, but not limited to, changes in the United States Consumer Price Index and changes indicated by the course of plaintiffs' verdicts in personal injury actions.

5.4 Indemnification

The successful bidder for itself, its successors, and assigns, assumes all risks and liabilities arising out of bidder's possession, operation, maintenance, and improvement of the Inn and Halfway House. The successful bidder covenants to defend, protect, indemnify, and save harmless the Department and releases the Department and each of its officers, agents, employees, successors, and assignees from and against any and all such liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of every nature arising from or claimed to arise, in whole or in part, in any manner out of, be occasioned by, or result from:

- a. Any injury to, or the death of, any person in or on, or any damage to property which occurs in, on, or about the Inn, or in any manner growing out of or connected with the bidder's use, nonuse, condition, or occupancy of the Premises;
- b. Violation of any agreement or condition of the Agreement by the successful bidder, its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through the successful bidder;
- c. Violation by the successful bidder of any contracts, agreements, or restrictions of record concerning the Inn or any federal, State, or local law, ordinance, or regulation affecting the Inn and/or bidder's possession, use and occupancy thereof; or
- d. Any act, error or omission by the successful bidder, its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through bidder in the performance of the Agreement.

The successful bidder's indemnification and liability is not limited by but is in addition to the insurance obligations.

Additional indemnification terms can be found in the attached Agreement.

5.5 Claims and Remedies

5.5.1 Default; Department's Remedies On Default

A. Operator shall comply with the terms and conditions of the accompanying Operation Agreement. The failure to comply, and/or the existence of any condition which the Department determines to be in violation of the terms and conditions of the Operation Agreement, shall be

considered a default, in which event the Department may terminate the Operation Agreement. Default shall include

- (i) Operator's failure to: (a) pay, when due, any Fixed Rent, Variable Rent, or other sums required to be paid by Operator hereunder; and/or (b) obtain and maintain all the insurance coverage on its part to be obtained and maintained under the Operation Agreement or to provide the Department with certificates of insurance documenting that Operator has obtained and is maintaining such insurance coverage and continuation of such failure under (a) or (b) above for a period of five (5) days after Operator's receipt of written notice thereof from the Department served by Certified Mail, Return Receipt Requested. If such violation is not cured within said five (5) day period, termination shall, in the sole discretion of the Department, be effective at the conclusion thereof; or
- (ii) Operator's failure to perform and/or comply with any of the other covenants, agreements, and conditions contained in the Operation Agreement. Upon receipt of a written notice of termination for violation served by Certified Mail, Return Receipt Requested, Operator shall have fifteen (15) days to begin to cure such violations as the Department shall describe therein and shall have an additional fifteen (15) days to substantially cure said violations. If the violations are not substantially cured within said thirty (30) day period, termination shall, in the sole discretion of the Department, be effective at the conclusion thereof and Operator shall be required to vacate the premises and remove Operator's personal property. In the event that the conditions which give rise to the default are of such nature that they cannot reasonably be remedied within the 30-day notice period, then such default shall not be deemed to continue so long as Operator, after receiving such notice, proceeds to remedy the default as soon as reasonably possible within the 30-day notice period and continues to diligently take all steps necessary to complete such remedy within a reasonable period of time and provides the Department with status updates about the measures underway to remedy default.

B. Operator's failure to obtain or, once obtained, maintain a liquor license from the New Jersey Division of Alcohol Beverage Control is a default and will result in the Department terminating this Operation Agreement. Immediately upon receipt of an Order of Revocation, Operator shall so notify the Department. An Order of Revocation from the New Jersey Division of Alcohol Beverage Control Board shall constitute a default under A(i), above, and trigger the Department's available remedies under this Paragraph.

C. Upon default, Operator shall only remove Operator's personal property.

5.5.2 Claims

A. The following shall govern claims made by the contractor regarding contract award rescission, contract interpretation, contractor performance and/or suspension or termination.

B. Final decisions concerning all disputes relating to contract award rescission, contract interpretation, contractor performance and/or contract reduction, suspension or termination

shall be made by the Commissioner. The Commissioner's final decision shall be deemed a final agency action reviewable by the Superior Court of New Jersey, Appellate Division.

C. All claims asserted against the Department by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. However, any claim against the Department relating to a final decision by the Commissioner regarding contract award rescission, contract interpretation, contractor performance and/or contract reduction, suspension or termination shall not accrue, and the time period for performing any act required by N.J.S.A. 59:8-8 or 59:13-5 shall not commence, until a decision is rendered by the Superior Court of New Jersey, Appellate Division (or by the Supreme Court of New Jersey, if appealed) that such final decision by the Commissioner was improper.

5.5.3 Remedies

Nothing in the contract shall be construed to be a waiver by the Department of any warranty, expressed or implied, or any remedy at law or equity.

5.6 Prevailing Wage Act

The successful bidder agrees to comply with the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150 as codified in N.J.S.A. 34:11-56.25, et seq. Bidder also agrees to comply with 42 U.S.C. § 9604 (g)(1). If any conflict exists between the New Jersey Prevailing Wage Law and § 9604 (g)(1), the bidder must comply with the federal requirements.

5.7 Conflicts of Interest

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of Environmental Protection or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or

employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

f. The provisions cited above in paragraphs a through e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order No. 189.

5.8 MacBride Principles & Iranian Investments

The successful bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

In addition, the bidder must certify that neither the bidder nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 ("Chapter 25 List"). The MacBride Principles Certification and Iranian Investment Activities Certification forms can be found in Exhibit C.

5.9 Americans with Disabilities Act; Anti-discrimination

The successful bidder must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101, et seq.

The successful bidder shall not discriminate in employment and agrees to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference.

Additional terms can be found in the Agreement at Exhibit B.

5.10 Applicable Law and Jurisdiction

This RFP and the resulting Agreement shall be governed by and interpreted in accordance with the Laws of the State of New Jersey and any legal actions filed shall be filed in the courts of the State of New Jersey.

6.0 PROPOSAL EVALUATION & SELECTION PROCESS

6.1 Proposal Evaluation Committee

Proposals will be reviewed and evaluated by a committee, which shall include participants from the Department's Natural and Historic Resources Group.

6.2 Oral Presentation and/or Clarification of Proposal

After submission of proposals, unless requested by the Department as noted below, bidder contact with the Department is still not permitted.

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its proposal. The Evaluation Committee also may require a bidder to submit written responses to questions regarding its proposal. **A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies of material omissions or revise or modify a proposal, except to the extent that correction of apparent clerical mistakes results in a modification.**

It is within the discretion of the Evaluation Committee to require a bidder to make an oral presentation or to submit written responses to questions regarding its proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a proposal. The Manager of the Office of Leases & Concessions will be the sole point of contact regarding any request for an oral presentation or written clarification.

6.3 Evaluation Criteria

The following evaluation criteria, not necessarily listed in order of significance, shall be used to evaluate proposals received in response to this RFP. The evaluation criteria categories may be used in developing more detailed evaluation criteria for the review process:

- i. The bidder's general approach and plans in meeting the requirements of this RFP;
- ii. The bidder's detailed approach and plans to perform the services under the Agreement;

- iii. The bidder's documented experience in developing and administering event and catering facilities;
- iv. The qualifications and experience of the bidder's personnel, with emphasis on documented experience;
- v. The bidder's overall ability to mobilize, undertake, and successfully perform in accordance with the Agreement. This judgment will include but not be limited to the qualifications of the proposed personnel and the bidder's Management Plan;
- vi. The bidder's availability and commitment to effectuating the Operating Agreement;
- vii. The bidder's financial viability and organizational history; and
- viii. The bidder's monetary proposal.

6.4 Selection Process

The proposal shall be awarded with reasonable promptness and by written notice to the responsive bidder whose proposal, conforming to the invitation for proposals, is most advantageous to the State, price and other factors considered. Any or all proposals may be rejected if the Department determines that it is in the public interest to do so.

6.5 Negotiation and Best and Final Offer (BAFO)

After evaluating proposals, the Department may enter into negotiations with one bidder or multiple bidders. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and price (rent). Multiple rounds of negotiations may be conducted with one bidder or multiple bidders. Negotiations will be structured by the Department to safeguard information and ensure that all bidders are treated fairly.

Similarly, the Department may invite one bidder or multiple bidders to submit a best and final offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that is not higher in price than the pricing offered in the bidder's original proposal will be rejected as non-responsive and the Department will revert to consideration and evaluation of the bidder's original pricing.

If required, after review of the BAFO(s), clarification may be sought from the bidder(s). The Department may conduct more than one round of negotiation and/or BAFO in order to attain the best value for the State.

Negotiations will be conducted only in those circumstances where they are deemed by the Department to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the bidder is advised to submit its best technical and price proposal in response to this RFP since the State may, after evaluation, make a contract award based on the content of the initial submission, without further negotiation and/or BAFO with any bidder.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for clarification, negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

NOTE: If the State Park Service contemplates negotiation, proposal prices will not be publicly read at the proposal submission opening. Only the name and address of each bidder will be publicly announced at the proposal submission opening.

7.0 EXHIBITS

- A. Aerial Map of Spring Meadow Inn
- A1. Aerial Map of Halfway House's location on Golf Course
- A2. Floor Plan of Spring Meadow Inn (First & Second Floor)

- B. Operating Agreement (proposed)

- C. Information Sheet and Certification for Delegated Purchasing Authority Transactions (17 Pages)

- D. Equipment List (Last updated November 2004)

RFP - EXHIBIT A

Spring Meadow Inn
(Exhibit A)

Propane Tank

Delivery Area

Restaurant

Google earth

© 2015 Google

80 ft



RFP - EXHIBIT A1

Halfway House Location on Course (Exhibit A1)

Halfway House

Restaurant

Google earth

© 2015 Google

1000 ft

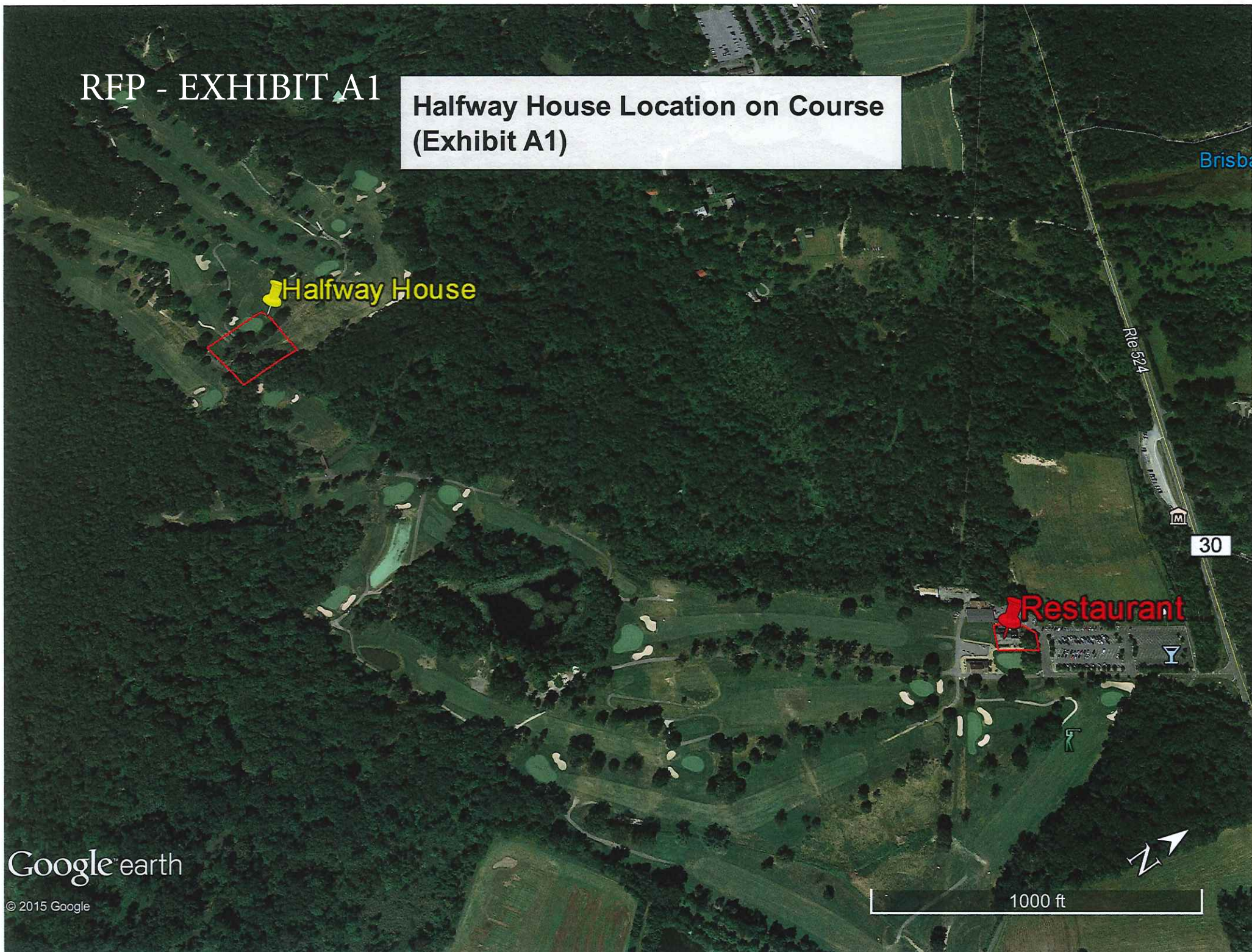
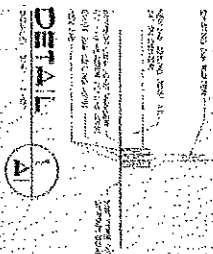


Exhibit A2
Floor Plans (First &
Second Floors)

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FIRST FLOOR PLAN

RONALD A. SEBRING, ARCHIEOL 009333

1

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DBC PROJECT # P-1575

SECOND FLOOR PLAN

RONALD A. SEBRING, ARCHITECT 66933

OPERATION AGREEMENT

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STATE PARK SERVICE

THIS AGREEMENT, made this _____ day of _____, in the year of Two Thousand and Fifteen (2015),

BETWEEN THE STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STATE PARK SERVICE
501 EAST STATE STREET
P. O. BOX 420
TRENTON, NEW JERSEY 08625-0420

hereinafter referred to as the Department,

AND _____

hereinafter referred to as Operator.

WHEREAS, Department is the Owner of Spring Meadow Golf Course (“Golf Course”) hereinafter described; and

WHEREAS, the Spring Meadow Golf Course is a fully-operational year-round 18-hole golf course in Monmouth County, New Jersey. The Golf Course is adjacent to Allaire State Park on Atlantic Avenue in Wall Township with a restaurant and halfway house located within the premises of the Golf Course.

WHEREAS, the Department issued the *Operation of The Spring Meadow Inn at Spring Meadow Golf Course - Request for Proposal* on September 4, 2015, for an operator to manage and operate the restaurant with bar, halfway house, and mobile beverage cart, and offer high-quality banquet/catering events within the operational area (Operational Area) subject to this Agreement at Spring Meadow Golf Course to provide food, alcoholic beverages, non-alcoholic beverages and banquet/catering events (the “RFP”), a copy of which is attached hereto and made part hereof as Exhibit A; and

WHEREAS, the Department recognizes that the operational areas at the Spring Meadow Inn (“Inn”) and the Halfway House can and should be operated by an operator that provides food and bar (alcoholic beverage) services; and

WHEREAS, Department, subject to the terms set forth in the RFP, is willing and authorized pursuant to N.J.S.A. 13:1L-6 to enter into this Operation Agreement under the provisions, covenants, terms, and conditions hereinafter described, which shall be consistent with the terms set forth in Operator’s proposal submitted in response to the RFP (“Bid Proposal”), a copy of which Bid Proposal is attached hereto and incorporated by reference as Exhibit A-1; and

WHEREAS, the Operational Area has been defined as follows: the Inn and the Halfway House. The Inn and Halfway House were designed and constructed to provide restaurant-type food and refreshments (alcoholic and non-alcoholic beverages) for golfers and patrons as a full-service restaurant with a full-service bar; and

WHEREAS, said structures and operational areas are identified more particularly on the Survey Maps attached to and made a part of this Operation Agreement as Exhibit B; and

WHEREAS, there are material terms in the RFP which are necessary to this Agreement and to which Operator shall be bound; and

WHEREAS, this Operation Agreement shall be controlling and wherever there is a term different from the RFP, this Agreement shall be determinative of that term; and

WHEREAS, the Department is willing to enter into this Operation Agreement with Operator under the provisions, covenants, terms, and conditions hereinafter described.

NOW THEREFORE, in consideration of payment by Operator to the Department as herein below provided and the mutual covenants hereinafter made, and in accordance with the provisions of N.J.S.A. 13:1L-1 et seq., the Department and Operator hereby mutually covenant and agree as follows:

1. THE OPERATIONAL AREA; PERSONAL PROPERTY

A. The Department hereby allows Operator to use the Operational Area (as fully described in the RFP) for the Term of this Operation Agreement. It is expressly understood that this Operation Agreement does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Operational Area to Operator.

B. Operator shall provide all the personal property (as defined in the RFP) and supplies necessary to perform under this Operation Agreement and the RFP. Operator has provided a list of all items that are personal property that shall not become a part of the Department's property as Exhibit C. Operator shall provide an updated list, as often as necessary, to the Department. All other improvements ("Improvements" shall mean any renovations, changes, alterations, modifications, retro-fittings, replacements, upgrades, additions, out-fittings, and the like, including any and all woodwork, fixtures, hardware, wiring, pipes, and appurtenances that are a part of the improvements, but shall not mean personal property. Improvements shall also mean the re-building of any building due to damage to the building or the building of any new structure) shall become the property of the Department.

2. TERM

A. The term of this Operation Agreement shall commence on **January 1, 2015** ("Effective Date"). Operator shall operate the Operational Area during the term of this Operation Agreement, beginning on the Effective Date and continuing for a period of five (5) years (the "Initial Term"), **between (January 1, 2016 - April 15, 2021)**, until the expiration of the Operation Agreement on **April 15, 2012** ("Expiration Date"), unless the Operation Agreement shall end sooner pursuant to any of the terms, covenants, or conditions herein provided or pursuant to law. The Department may terminate this Operation Agreement in accordance with the termination provisions as contained herein, in the RFP, or in accordance with applicable law. In the event of such termination, after expiration of the notice period, Operator shall not be permitted to enter the Operational Area without accompaniment of a representative of the Department.

B. Operator shall take responsibility for the Operational Area upon the Effective Date of this Agreement.

3. RENT

As consideration for entering into the Agreement, the successful bidder shall pay the State the two monthly rental amounts below:

- 1.) Fixed Monthly Rent: Two Thousand Five Hundred (\$2,500) Dollars (or higher TBD by RFP), adjusted up annually by 3%, or;
- 2.) Variable Monthly Rent: Bidders must propose the percentage of their total monthly receipts that will be paid to the State each month; the proposed percentage must be at least a **minimum** of Five (5%) Percent of the Monthly Total Gross Revenue, less sales taxes, generated by all business operations;

- 3.) The first Fixed Monthly Rent of Two Thousand Five Hundred (\$2,500) Dollars will be due on January 1st, 2016, then the first (1st) of every month thereafter;
- 4.) The first Variable Monthly Rent will be due on February 15th, 2016, then the 15th of every month thereafter.

To calculate Variable Monthly Rent the Operator shall prepare and compile, or oversee the preparation and compilation of, and submit to Department a Monthly Report itemizing the Monthly Total Gross Revenue generated by all business operations, including but not limited to:

- i. Food sales must be reported and recorded by area (Restaurant, Bar, Halfway House, Food/Beverage Cart and Banquet/Catering)
- ii. Beverage sales, must be recorded and reported by alcoholic and non-alcoholic
- iii. Banquet/Catering & Special Events
- iv. Sales tax collected

All payments shall be submitted by check made payable to “**Treasurer - State of New Jersey**” and be received on or before scheduled payment date to:

Department of Environmental Protection
Office of Leases & Concessions, Natural & Historic Resources
Mail Code: 501-04C, PO Box 420
Trenton, New Jersey 08625-0420

If Operator fails to pay said compensation at such time and in such manner as specified herein, such failure shall constitute a material breach of the Agreement and grounds for termination of the Agreement.

C. Any payment of the Fixed Rent and/or Variable Rent not made on or before the fifteenth (15th) day of the following month shall be considered past due. All past due amounts shall be assessed a monthly penalty of five (5%) percent of the total amount due calculated on the tenth (10th) day of each month.

D. Any payment not received by the fifteenth (15th) day of the month will be considered a default pursuant to Paragraph 22 and will trigger the remedies available to the Department thereunder.

E. In the event any check for payment is returned to the Department, all future compensation shall be made by Certified or Cashier's Check only.

4. ADDITIONAL PAYMENTS (SELF HELP)

If the Department incurs any expense as a result of Operator's failure to perform any obligation of Operator hereunder or by reason of the breach of this Operation Agreement by Operator, Operator shall be liable for payment of such reasonable expense, including reasonable attorney's fees and costs, which shall be deemed an Additional Operation Agreement Payment and be added to and become a part of the next payment to be paid by Operator. The Department shall provide notice in accordance with Paragraph 22.

5. USE OF OPERATIONAL AREA; PURPOSE; EVENTS

A. Operator agrees to operate the Operational Area for its intended purpose in the manner set forth in this Operation Agreement and the RFP, and Operator may not operate or use the Operational Area for any other purpose, without the prior written consent of the Department, which may be given in the Department's sole discretion.

B. Operator shall not use or allow or permit others to use the Operational Area for any purpose or in any manner other than as expressly provided herein. No use or manner of use shall be implied from the purposes expressed herein. Operator shall not conduct or allow any use that would in any way cause damage to all or any part of the Operational Area or any other part of

Spring Meadow Golf Course or constitute a public or private nuisance or otherwise disturb the quiet enjoyment of another tenant or occupant.

6. MANAGEMENT OF THE OPERATIONAL AREA

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

B. Prices for all food and beverages (alcoholic & non-alcoholic), shall be submitted in writing annually to and approved by Department in writing before any proposed price can become effective. Proposed prices to be charged must be submitted and approved at least ten (10) days prior to initial opening of the Operational Areas and on a yearly basis thereafter for the duration of the Agreement. Failure on the part of the Operator to obtain the Department's advance written approval is a material breach of the Agreement, subject to suspension and/or termination of the Agreement upon notice to the Operator in accordance with Paragraph 22. All prices shall be properly displayed in price menus at all times. Price menus must be professional in appearance and neat.

C. Operator shall engage a sufficient number of reliable, competent, and qualified staff of legal age for operation and management of each Operational Area covered by the Agreement. If Department determines that Operator has not provided a sufficient number of reliable, competent, and qualified staff of legal age for the operation and management of the Operational Area, Operator shall, immediately upon receipt of written notification from Department, correct the staffing deficiencies described in said notice. If the deficiencies described in said notice are not corrected by Operator immediately upon receipt of written notification, Department reserves the right to suspend Operator's operation of the Operational Area, pending correction of the deficiencies operator shall not be entitled to any abatement of revenue payment due to any suspension or other action taken by Department under this Paragraph, and Department shall not be liable to Operator, or any party claiming through Operator, for any claim, liability, or damages resulting from said action by Department.

D. All employees must wear uniform apparel and name tags to identify and distinguish them as Operators employees. The type of uniform apparel and identification shall be pre-approved, in writing, by the Department, prior to the start of the term. Failure on the part of the Operator to comply with the uniform requirement shall be a material breach on the Agreement.

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

- (i) Alcoholic beverages are for on-premises consumption in conjunction with the restaurant, bar, halfway house, mobile beverage cart, and banquet/catering events. The intent of this Agreement is for the day-to-day operation of a restaurant, bar, halfway house, mobile beverage cart, and banquet/catered events for the sale and on-premises consumption of alcoholic beverages.
- (ii) Nothing in this Operation Agreement or any of the attachments hereto shall be construed as a guarantee that the Operator shall be issued a liquor license from the New Jersey Division of Alcohol Beverage Control. Operator shall perform under this Operation Agreement regardless of its ability to obtain a liquor license. Failure to obtain a liquor license will negate this Operation Agreement.

7. MAINTENANCE, CARE, REPAIR AND CONDITION OF OPERATIONAL AREA

A. The Operator shall be required to perform any and all ordinary and extraordinary maintenance and repairs of the Inn, Halfway House, and Equipment located thereon and the utilities as outlined in Paragraph 7. Notification of all repairs shall be made to the Department via email prior to the repair being made unless the repair is emergent in nature. The Operator shall be solely responsible for making any and all ordinary and extraordinary repairs and maintenance at Operator's sole expense.

B. Operator shall mow and maintain the grass areas and landscaping of the Premises, and around the propane tank located in the rear of the Inn, at the Operator's sole expense.

C. The clearing of snow and ice from the walkway adjacent to the employee parking area and entrances associated with the Premises shall be the sole responsibility and at the sole expense of the Operator. If Operator determines that ice patches should be salted for safety reasons, Operator shall do so at Operator's sole expense.

D. Operator shall be solely responsible for trash removal from the Premises, at Operator's sole expense. Trash removal from the dumpster(s) shall be Operator's responsibility and at Operator's sole expense. The Operator shall participate in and comply with all applicable recycling programs in effect in Wall Township and/or Monmouth County.

E. Fire prevention and suppression within the structures of the Premises shall be Operator's sole responsibility and expense and shall be coordinated with the Wall Township's Fire Marshall and/or the State Fire Marshall.

F. Operator shall preserve and maintain in good and clean condition the Premises and all Equipment, reasonable wear and tear excepted. Operator is solely responsible for the maintenance and cleanliness of the Premises and Equipment.

G. Regular maintenance and any and all repair costs associated with the Premises and Equipment shall be the sole responsibility of the Operator.

H. Operator shall be solely responsible for the following:

- (i) Interior maintenance of all structures and cleanliness of the entire Premises;
- (ii) Regular cleaning and degreasing of the blacktop area, shipping/receiving area, and trash container area;
- (iii) Snow removal from the front entrance area, sidewalk from the front entrance to the parking lot, and back door area of Inn;
- (iv) Cleaning and trash pickup from the front and rear of Inn and all areas around the Halfway House;
- (v) Cleaning and replacement, as needed, of all window trim, drapes, shades, screens, blinds, etc.;
- (vi) Daily sweeping, maintenance, and quarterly professional cleaning of all carpeted areas. Replacement of the carpeting as needed, with spike proof carpeting;
- (vii) Daily bathroom maintenance and upkeep. Repair of all fixtures, floors, and walls as needed;
- (ix) Division of Fire Safety inspection, service and/or repair of Ansul fire protection system after discharge or as required. A copy of the inspection report must be provided to the Department, upon request;
- (xi) Degreasing and deep cleaning of kitchen and exhaust hood a minimum of twice per year. Operator shall service the exhaust systems, including the

roof vent, on an annual basis and shall post a notice of said cleaning, as provided by the cleaning service obtained. Operator shall provide a copy of the cleaning report to the Department, upon request;

- (xii) Septic and grease tanks must be pumped at least twice a year (during the months of April and October) and, Operator shall provide proof of completion of the pumping to the Department, upon request; and
- (xiii) Maintenance (including, but not limited to the emergency repair) of the Inn:
 - (a) Plumbing systems
 - (b) Heating units
 - (c) Hot water heaters
 - (d) Air conditioning units
 - (e) Walk-in refrigerators and freezers, reach-in refrigerators and freezers and refrigerated sandwich units
 - (f) Beer tap delivery system
 - (g) Ice Machines
 - (h) Fire monitoring system
 - (i) Soda beverage dispensing machines

I. Upon expiration or termination of the Agreement, Operator shall deliver up peaceable possession of the Premises to Department in as good and clean condition as the Premises was made available at the commencement of the Agreement, reasonable wear and tear excepted. In the event that Operator does not deliver up possession as herein provided, Department may restore the Premises to such condition, whether due to a need to repair or to clean or both; and the cost thereof shall be paid by Operator to Department within fifteen (15) days of Department's written demand for payment.

8. IMPROVEMENTS

A. Operator has inspected the Operational Area and accepts it in "as is" condition and without representation or warranty of any kind by Department including, without limitation, any representations or warranty of fitness for a particular purpose. Operator agrees that Operator shall take good care of the Operational Area, and that the Operational Area shall not be improved without the written consent of the Department. Operator further agrees that, unless otherwise provided by written agreement, all improvements that may be required will be done with the written pre-approval of the Department, but at the cost of Operator. Upon expiration or termination of this Operation Agreement, these improvements shall be the property of the Department without payment of any compensation therefore to Operator. Any improvements will remain upon and be surrendered with the Operational Area.

- (i) For any proposed improvements, Operator shall submit to the Department an Improvement Plan. The Improvement Plan shall include but not be limited to: (a) a description (including plans and specifications when deemed appropriate by Department) of each improvement; (b) a schedule for initiation and completion of each improvement; (c) a statement whether each improvement will be performed by Operator or a contractor; and (d) such additional information that Department may reasonably require to determine whether to approve the proposed improvement.
- (ii) For all improvements approved by the Department, Operator shall obtain any and all applicable permits and shall pay the Prevailing Wage pursuant to Paragraph 45 for any construction to the Operational Area.
- (iii) The Operator shall be solely responsible to obtain and pay for all necessary permits for the making of improvements at the Inn and Halfway House and shall pay Prevailing Wage for all construction projects. The contractor must comply with New Jersey Uniform Construction Code and the latest NEC70, Building Officials & Code Administrators. Basic Building code, OSHA and all applicable codes for this requirement.

B. Operator shall commit no act of waste. Operator shall take good care of the Operational Area. Upon the termination or expiration of this Operation Agreement, Operator shall surrender the Operational Area and the improvements thereon to the Department in as good condition and repair as reasonable and proper use of the Operational Area thereon will permit, normal wear and tear excepted.

C. Operator shall promptly make all necessary repairs to the Operational Area at Operator's expense. All repairs of damage to the Operational Area shall restore the affected property to the appearance, condition, and utility of said property immediately prior to the damage. Operator shall notify the Department of all repairs by sending an email to: George.Chidley@dep.nj.gov, with enough information about the repair so that a representative from the Department may find the locale of the repair and inspect the work completed.

D. Operator shall, in the use of the Operational Area, conform to all laws, orders and regulations of the federal, State and local governments pertaining to the Operational Area and Operator's use of the Operational Area.

E. Operator shall, at its sole cost and expense, keep and maintain the Operational Area in a neat, clean, and sanitary condition. Operator shall keep the Operational Area free of trash and be responsible for the recycling of trash. Operator shall participate in and comply with all applicable recycling programs in effect in Wall Township, Monmouth County. Operator shall be responsible for the collection and prompt removal of all trash from the Operational Area to a dumpster or other facility provided by Operator. Operator shall be responsible for obtaining an animal-proof dumpster at Operator's sole expense, and Operator shall be responsible for all trash removal and disposal costs.

F. The sidewalk entrances, vestibules, stairways, corridors and halls shall not be obstructed or encumbered by Operator or used for any purpose other than ingress and egress to and from the Operational Area.

G. The sinks and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed and no sweepings, trash, rags, or other substances, including caustic or hazardous substances, shall be placed therein. Operator shall, at Operator's sole expense, repair all damages to any fixture resulting from any misuse thereof by Operator or Operator's servants, employees, agents, visitors or licensees.

H. Operator shall, before closing and leaving the Operational Area and as may be required by weather conditions, assure that all doors and windows are closed. Operator shall not leave the doors and/or windows open when it rains. Operator shall be liable for any injury sustained by the Department for damage to paint or plastering, or damage otherwise caused to the Operational Area, resulting from Operator's failure to close all doors and/or windows in the Operational Area.

I. Operator shall not place or allow any kind of permanent sign to be placed at or about the entrance to the Operational Area, any other part of same, and/or any part of Spring Meadow Golf Course, except in or at such place or places as may be indicated by the Department and consented to by the Department in writing. If the Department or the Department's representatives shall deem it necessary to remove any such permanent sign or signs in order to paint or to make any other repairs or improvements in or upon the Operational Area or Spring Meadow Golf Course, the Department shall have the right to do so, providing the sign or signs shall be removed and replaced at the Department's expense whenever the said repairs or improvements have been completed.

J. Operator may install such equipment as Operator needs to maximize Operator's use of the Operational Area, with the Department's approval, in writing. The Department shall not be responsible for any damage to said equipment while being moved in or out of the Operational Area or while in use at the Operational Area. All damage done to the buildings by moving or maintaining any equipment or large or heavy supplies shall be repaired at the expense of Operator.

K. Operator shall be responsible for supplying all equipment, appliances, inventory, furniture and supplies necessary to operate the Operational Area pursuant to the RFP.

9. GARBAGE

As outlined above and in the RFP, Operator shall be responsible for all trash removal and at Operator's expense. Operator shall be allowed the use of open trash containers during events; however, upon the termination of any event, Operator shall store all trash from the Operational Area or from any other location within Spring Meadow Golf Course in animal-proof containers until the trash is removed from the Operational Area by Operator. Failure to strictly abide by this Paragraph shall be considered a default pursuant to Paragraph 22 and shall trigger the remedies available to the Department thereunder.

10. HAZARDOUS SUBSTANCES

At no time during this Operation Agreement shall Operator store, upon the Operational Area, hazardous substances as that term may be defined by the New Jersey Department of Environmental Protection (see N.J.S.A. 58:10-23.11(b)) or by the federal Environmental Protection Agency pursuant to section 311 of the "Federal Water Pollution Act, amendments of 1972" (33 U.S.C. 1321; see also 40 C.F.R. 302.3) and the list of toxic pollutants designated by Congress or the Environmental Protection Agency pursuant to section 307 of that Act (33 U.S.C. 1317; see also 40 C.F.R. 401.15). Operator shall not violate the terms of N.J.S.A. 58:10A-21 et seq., nor shall Operator do anything that would subject the Department to the provisions of 42 U.S.C. 6991, et seq., entitled "Regulation of Underground Storage Tanks" in the Hazardous and Solid Waste Amendments of 1984, P.L. 98-616, section 234 et seq.

11. UTILITIES

A. The Operator shall be responsible for the payment and maintenance and repair of the utilities and utility systems for the Operational Area as outlined in the RFP.

B. The Department shall not be liable to the Operator in damages or otherwise

- (i) if any utility shall become unavailable from any public utility company, public authority, or any other such person or entity (including the Department) supplying or distributing such utility, or
- (ii) for any interruption in any utility service (including without limitation, any water and septic systems) caused by the making of any necessary repairs or improvements or by any cause beyond the Department's reasonable control, and the same shall not constitute a termination of this Operation Agreement or an eviction of Operator.

12. DEPARTMENT'S ACCESS TO OPERATIONAL AREA – RIGHT OF INSPECTION, REPAIR AND ALTERATION

A. If Operator shall change the locks or re-key the locks pursuant to Paragraph 15C. Security, below, Operator shall give four (4) keys to the Department. The Department shall retain these keys to the Operational Area and, with notice of not less than two (2) days, Operator shall permit the Department and its agents to enter the Operational Area at reasonable times and as the Department deems necessary or desirable to inspect and to perform other services to maintain the Operational Area. In addition, Operator shall permit the Department and its agents to enter the Operational Area to make repairs or improvements in, to, on, or about the Operational Area and to erect scaffolding, props, or other mechanical devices. Notice is not required in the case of an emergency. Operator shall have no claim or cause of action against the Department because of entry for the reasons articulated in this Paragraph.

B. The Department reserves the right to improve or remove any existing or future parking area, roads or driveways, and may make any repairs or improvements the Department deems necessary to the parking lots, roads and driveways, and to temporarily revoke or modify the parking rights granted to Operator hereunder.

13. BUILDING SERVICES – INTERRUPTION

A. The Department shall furnish the services for which the Operational Area is equipped, as set forth below, to the extent that the existing facilities permit, and when, in the sole judgment of the Department, weather conditions require.

B. Operator shall not cause any unnecessary labor due to Operator's carelessness or indifference to the preservation of good order and cleanliness. The Department shall not be responsible to any Operator for loss of property on the Operational Area, however occurring, or for damage to Operator's personal property caused by any person.

C. Operator shall not use any electrical equipment which in the Department's reasonable opinion will overload the wiring installations or interfere with the Department's reasonable use of the wire installations.

D. The Department reserves the right to suspend temporarily any service provided by the Department for the purpose of inspection, repair, replacement or improvement of facilities. Interruption or curtailment of services provided by the Department, if caused by strikes, government shutdowns, state or local emergency orders, mechanical difficulties, or causes beyond the Department's control, whether similar or dissimilar to those enumerated, will not entitle Operator to any claim against the Department or to an abatement of the Fixed Rent and/or Variable Rent. These interruptions will not constitute constructive or partial eviction.

14. NO INTERFERENCE WITH OPERATION OF GOLF COURSE - CLOSURE

A. Operator shall, in Operator's use of the Operational Area, conduct all activities so as not to interfere with, impair, or prevent the Department's development, maintenance, management, and operation of the Golf Course and the safe use and enjoyment thereof by the public. Operator shall coordinate with the Department all activities which could adversely affect the Golf Course or the public's use and enjoyment thereof and shall implement all measures reasonably required by the Department to minimize such adverse effects.

B. The Department, in its sole discretion, reserves the right to limit or close access to the Golf Course, including the Operational Area, if the Department determines that Golf Course facilities are being used to capacity; there is inclement weather or threat thereof; the Department lacks sufficient resources to operate and/or maintain the Golf Course; or the Golf Course is closed for any reason under the Department's State Park closure policies now or subsequently in effect. Operator hereby agrees to abide by the Department's decision and waives any claim for damages, compensation or rental abatement resulting from closure of the Golf Course.

15. EMERGENCY; REPORT OF INJURY

Operator shall call the Park Police for any emergency requiring the assistance of police, fire or EMS at 1-877-WARN-DEP (1-877-926-6337) that occurs within the Golf Course.

In addition, any injury which shall occur during any activity hereunder to Operator, its servants, agents, invitees or the general public while in the Operational Area, requiring medical intervention of which Operator is notified, shall be reported by Operator to the Park Police by calling 1-877-WARN-DEP (1-877-926-6337).

16. SECURITY

A. Operator shall, at Operator's sole cost and expense, be completely responsible for all security of the Operational Area against burglary, theft, vandalism and unauthorized entry. Operator is also responsible for crowd control during events at the Operational Area. Except as otherwise provided herein, the Department has no obligation to Operator for security of the Operational Area and shall not be responsible to Operator, its agents, servants, employees, visitors, or contractors for personal injury, death, and/or loss, damage or destruction of improvements, supplies, equipment or other personal property on the Operational Area.

B. The Department reserves the right to remove and/or refuse admission to the Operational Area to any person or persons who, in the Department's discretion, cannot furnish satisfactory identification and justification for access to the Operational Area. Operator shall have access to all areas within the Operational Area during the hours identified in the RFP subject to interruptions outlined above.

C. Operator may replace the locks on the doors or otherwise re-key the locks of the buildings comprising the Operational Area with the Department's approval. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Operator. If Operator installs a security system, Operator shall provide the Department with the code. Operator shall be given keys to all locks within the Operational Area. Operator shall, upon the termination of this Operation Agreement, return to the Department all keys either furnished to or otherwise procured by Operator. In the event of the loss of any keys furnished by the Department, Operator shall pay to the Department the replacement cost thereof.

17. COMPLIANCE WITH LAWS AND DEPARTMENT'S RULES

A. Operator shall, at its sole cost and expense, comply with all statutes, ordinances, rules, orders, regulations, and requirements of federal, State, and local governments and of any and all of their departments and bureaus applicable to the Operational Area, for the correction, prevention, and abatement of nuisances, violations, or other grievances in, upon, or connected with the Operational Area during the term of this Operation Agreement, and which are directly related to Operator's use of the Operational Area. Operator shall also promptly comply with and execute all rules, orders, and regulations of the Township of Wall's Fire Marshall and/or the State Fire Marshall and/or the Board of Fire Underwriters or any other similar body, for the prevention of fires.

B. Operator shall observe and comply with any rules and regulations that the Department may prescribe now or in the future through written notice to Operator for the safety, care, and cleanliness of the Operational Area. All rules prescribed by the Department now or in the future are included in and made a part of this Operation Agreement.

18. RECORDS AND AUDIT; REVENUE

A. Operator shall provide a yearly audit to the Department on or before March 31 of each Term Year, and on or before the March 31 immediately after this Operation Agreement has terminated, Operator shall conduct and provide Department with a complete audit of its gross revenue for the prior calendar year ending December 31 prepared by a Certified Public Accountant (CPA) licensed to practice accounting in the State of New Jersey ("Audit") with a CPA's highest level of assurances and verification and substantiation procedures consistent with generally accepted accounting principles. Financial statement compilations, financial statement reviews, or any or any other lower level of financial statements will not be accepted in lieu of an audit.

B. Operator shall maintain complete and adequate financial records that will allow Operator to prepare financial statements and audits in accordance with generally accepted accounting principles for all Total Gross Revenue and all expenditures incurred in Operator's operations under this Operation Agreement. Operator shall retain such records for at least six (6) years from the expiration or termination of this Operation Agreement. Such records shall be made available for audit during normal business hours by an authorized representative of the Department to determine the adequacy of Operator's financial management systems and internal control systems established to meet the terms and conditions of this Operation Agreement and to ensure that the financial statements are fairly presented in accordance with generally accepted accounting principles.

C. Operator, its sub-operators, subcontractors and contractors, shall provide the Department through an authorized representative reasonable access to and the right to examine all records, books, papers, documents or systems reasonably related to Operator's use of any part of the Operational Area and/or Spring Meadow Golf Course, and any project, services and work being performed pursuant to any contract or subcontract. Access to Operator's records, books, papers, documents or systems shall be on a date as agreed to by the Department and Operator or no later than ten (10) days after the Department's request if Operator and the Department cannot agree to a date. Proper facilities shall be furnished for access and inspection.

D. Any and all audits conducted, whether by Operator, the Department or the Department's authorized representative, shall be paid for solely by Operator.

E. Whether or not such audits are conducted during the term of this Operation Agreement, a final audit may be conducted after the Operation Agreement terminates.

F. If any audit has been started but not completed or resolved before the end of the six-year period, Operator continues to be subject to such audit until it is completed and resolved.

G. All cash, checks, credit card payments, etc. received by Operator shall be deposited into a single bank account, maintained at a bank located within the State of New Jersey and maintained solely for Spring Meadow Golf Course Operational Area activities, through which all financial transactions (including but not limited to deposits, withdrawals, and purchases) must pass.

19. DAMAGE TO THE OPERATIONAL AREA

A. If the Operational Area within Inn or Halfway House is/are damaged by fire or other cause to the extent that the cost of restoration, as reasonably estimated by the Department, will equal or exceed twenty-five (25%) percent of the replacement value of the building (exclusive of foundations) just prior to the occurrence of the damage, then the Department may, no later than ninety (90) days following the damage, give Operator notice of election to terminate this Operation Agreement. In the event of election by the Department, this Operation Agreement shall be deemed to terminate on the tenth (10th) day after the giving of notice, and Operator shall leave the Operational Area and remove Operator's personal property within said ten (10) day period. The Fixed Rent will be apportioned as of the date of the surrender of the Operational Area. The Fixed Rent paid for any period beyond the surrender date will be repaid to Operator. If the cost of restoration as estimated by the Department amounts to less than twenty-five (25%) percent of the replacement value of the building, or if despite the cost the Department does not elect to terminate this Operation Agreement, the Operator shall restore the Operational Area within the Inn or Halfway House with reasonable promptness, subject to the availability of adequate funds from insurance proceeds or specifically appropriated therefore, and subject to delays in the making of insurance adjustments between the Department, Operator and Operator's insurance carrier. Operator shall have no right to terminate this Operation Agreement except as provided herein. Any provision herein contained to the contrary notwithstanding, this Operation Agreement shall not be construed to create any obligation upon the Department to restore the building(s).

B. Regardless whether the damage is Operator's fault or the fault of Operator's agents, employees, servants, visitors, contractors, or licensees, Operator will not be entitled to abatement or reduction of the Fixed Rent.

20. INDEMNIFICATION

A. Operator shall, for itself, its successors, and assigns, assume all risks and liabilities arising out of Operator's use, operation, maintenance, and improvement of the Operational Area. Operator covenants to defend, protect, indemnify, and save harmless the Department and hereby releases the Department and each of its officers, agents, employees, successors, and assignees from and against any and all such liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of every nature arising from or claimed to arise, in whole or in part, in any manner out of, be occasioned by, or result from:

- (i) Any injury to, or the death of, any person in or on, or any damage to property which occurs in, on, or about the Operational Area, or in any manner growing out of or connected with the use, nonuse, or condition of the Operational Area;
- (ii) Violation of any agreement or condition of this Operation Agreement by Operator, its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through Operator;
- (iii) Violation by Operator of any contracts, agreements, or restrictions of record concerning the Operational Area or any federal, State, or local law,

ordinance, or regulation affecting the Operational Area and/or Operator's use thereof; or

- (iv) Any act, error or omission by Operator, its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through Operator in the performance of this Operation Agreement.

B. The Department and Operator shall, as soon as practicable after a claim has been made against either of them, give written notice thereof to the other, along with full and complete particulars of the claim. If the suit is brought against the Department, Operator, or any of their agents, servants, or employees, it shall expeditiously forward or have forwarded to the other every demand, complaint, notice, summons, pleading, or other process received by or then in their possession or the possession its representatives.

C. Operator's liability pursuant to this Paragraph shall continue after the termination or expiration of this Operation Agreement with regard to causes of action arising or claimed to arise prior to the termination or expiration hereof and/or obligations of Operator under this Operation Agreement that survive such termination or expiration.

D. This indemnification is not limited by, but is in addition to, the insurance obligations contained in this Operation Agreement.

E. The provisions of this indemnification clause shall in no way limit the obligations assumed by Operator under this Operation Agreement, nor shall they be construed to relieve Operator from any liability or to preclude the Department from taking any other actions available to it under any provisions of this Operation Agreement or at law or in equity.

F. All claims asserted against the Department by the Operator shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. Nothing in this Operation Agreement shall be construed as a waiver by the Department of any warranty, express or implied, or of any remedy at law or in equity.

G. Any claim against the Department relating to a final decision by the Commissioner regarding contract award rescission, contract interpretation, contractor performance and/or contract reduction, suspension or termination shall not accrue, and the time period for performing any act required by N.J.S.A. 59:8-8 or 59:13-5 shall not commence, until a decision is rendered by the Superior Court of New Jersey, Appellate Division (or by the Supreme Court of New Jersey, if appealed) that such final decision by the Commissioner was improper.

21. INSURANCE

A. Operator shall, at its sole cost and expense, obtain and maintain at all times during the Term of this Operation Agreement, insurance of the types and in the amounts hereinafter provided:

- (i) Commercial General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability. Limits of liability shall be maintained at the level of One Million (\$1,000,000.00) Dollars for each occurrence of bodily injury and property damage liability and a Two Million (\$2,000,000.00) Dollars annual aggregate; and
- (ii) Property insurance to cover loss or damage on an "all risk" of physical loss form of coverage against fire, water, wind, storm, loss, theft, and damage on any structures on the Leased Premises and all fixtures, equipment, and other property attached thereto and/or physically incorporated therein and the contents owned by Tenant and located in or on the Leased Premises. Said insurance shall be in an amount not less than the full value of such structures, fixtures, equipment, and contents. The value of said structures, fixtures, equipment, and contents shall be determined by Tenant using whatever procedures Tenant considers appropriate. Said policy shall be

written so as to provide that the insurer waives all right of subrogation against Department in connection with any loss or damage covered by the policy; and

- (iii) Worker's Compensation applicable to the Laws of the State of New Jersey and Employer's Liability Insurance with limits of not less than One Million (\$1,000,000.00) Dollars per occurrence for bodily injury liability and One Million (\$1,000,000.00) Dollars occupational disease per employee with an aggregate limit of One Million (\$1,000,000.00) Dollars occupational disease; and
- (iv) Comprehensive Automobile Liability to cover bodily injury and property damage with limits of not less than \$1,000,000.00 per person or per occurrence for all vehicles used on the Property. Coverage must include hired and non-owned vehicles. A MCS-90 certificate shall be filed with the State of New Jersey if hazardous materials or waste will be transported during the performance of work; and
- (v) Such other insurance and in such amounts as may from time to time be reasonably required by Department.

B. All insurance coverage required to be maintained by Operator in accordance with this Operation Agreement shall be issued by an insurance company authorized and approved to do business in New Jersey and shall name the State of New Jersey as an additional insured.

C. When Operator returns this Operation Agreement, signed by Operator, to the Department for signature, Operator shall provide the Department with a certificate of insurance evidencing that Operator has obtained all insurance coverage in accordance with this Operation Agreement. A copy of the certificate of insurance shall be attached to this Operation Agreement as Exhibit D. Failure to provide a certificate of insurance at the time of Operator's execution of this Operation Agreement shall render this Operation Agreement null and void. The certificate of insurance shall provide for sixty (60) days' notice, in writing, to the Department prior to any cancellations, expiration, or non-renewal during the term the insurance is required to be maintained in accordance with this Operation Agreement. Operator also shall provide the Department with valid certificates of renewal of the insurance upon the expiration of the policies so that the Department is continuously in possession of current documentation that Operator has obtained and is maintaining in full force and effect all insurance required under this Operation Agreement. Operator also shall, upon request, provide the Department with copies of each policy required under this Operation Agreement certified by the agency or underwriter to be true copies of the policies provided by Operator.

D. Operator expressly understands and agrees that any insurance protection required by this Operation Agreement shall in no way limit Operator's indemnification obligations assumed in this Operation Agreement and shall not be construed to relieve Operator from liability in excess of such coverage, nor shall it preclude the Department from taking such other actions as are available to it under any provision of this Operation Agreement and as otherwise provided for at law or in equity.

E. In the event that (i) Operator fails or refuses to renew any of its insurance policies or to provide the Department with timely certificates of insurance showing that Operator is maintaining insurance coverage in full force and effect to the extent required by this Operation Agreement or (ii) any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this Operation Agreement, the Department shall consider Operator to be in default and terminate this Operation Agreement under Paragraph 21. Default.

F. The limits of insurance policies described in this Paragraph shall be reviewed by the Department and Operator every two (2) years. Operator shall increase the limits of said policies to meet changed circumstances including, but not limited to, changes in the United States Consumer Price Index and changes indicated by the course of plaintiffs' verdicts in personal injury actions.

22. DEFAULT; DEPARTMENT'S REMEDIES ON DEFAULT

A. Operator shall comply with the terms and conditions of this Operation Agreement. The failure to comply, and/or the existence of any condition which the Department determines to be in violation of the terms and conditions of this Operation Agreement, shall be considered a default, in which event the Department may terminate this Operation Agreement as follows:

- (i) Operator's failure to: (a) pay, when due, any Fixed Rent, Variable Rent, or other sums required to be paid by Operator hereunder; and/or (b) obtain and maintain all the insurance coverage on its part to be obtained and maintained under this Operation Agreement or to provide the Department with certificates of insurance documenting that Operator has obtained and is maintaining such insurance coverage and continuation of such failure under (a) or (b) above for a period of five (5) days after Operator's receipt of written notice thereof from the Department served by Certified Mail, Return Receipt Requested. If such violation is not cured within said five (5) day period, termination shall, in the sole discretion of the Department, be effective at the conclusion thereof; or
- (ii) Operator's failure to perform and/or comply with any of the other covenants, agreements, and conditions contained in this Operation Agreement. Upon receipt of a written notice of termination for violation served by Certified Mail, Return Receipt Requested, Operator shall have fifteen (15) days to begin to cure such violations as the Department shall describe therein and shall have an additional fifteen (15) days to substantially cure said violations. If the violations are not substantially cured within said thirty (30) day period, termination shall, in the sole discretion of the Department, be effective at the conclusion thereof and Operator shall be required to vacate the premises and remove Operator's personal property. In the event that the conditions which give rise to the default are of such nature that they cannot reasonably be remedied within the thirty (30) day notice period, then such default shall not be deemed to continue so long as Operator, after receiving such notice, proceeds to remedy the default as soon as reasonably possible within the thirty (30) day notice period and continues to diligently take all steps necessary to complete such remedy within a reasonable period of time and provides the Department with status updates about the measures underway to remedy default.

After the Department has terminated this Operation Agreement, the Department may, at any subsequent time, resume possession of the Operational Area by any lawful means and remove Operator and Operator's personal property.

B. If the Department fails to cure any default of the Department, of which the Department has been notified by Operator in writing and within the time reasonably required to cure such default, Operator shall have the right to terminate this Operation Agreement upon providing thirty (30) days written notice of Operator's intention to terminate.

C. Operator's failure to obtain or, once obtained, maintain a liquor license from the New Jersey Division of Alcohol Beverage Control will be deemed a default and will result in the Department terminating this Operation Agreement. Immediately upon receipt of an Order of Revocation, Operator shall so notify the Department. An Order of Revocation from the New Jersey Division of Alcohol Beverage Control Board shall constitute a default under A(i), above, and trigger the Department's available remedies under this Paragraph.

D. Whether upon Operator's default or the Department's default, Operator shall only remove Operator's personal property, as listed in Exhibit C, from the Operational Area.

23. RIGHT TO LOCK OPERATIONAL AREA ON DEFAULT

In the event that the relationship between the Department and Operator lawfully ceases or terminates by the eviction of the Operator on summary proceedings, the Department, in addition to the Department's other rights hereunder, shall have the right to lock the Operational Area, and the Department shall have the right to sell any of the personal property, goods, and materials remaining at the Operational Area and apply the proceeds thereof against any unpaid Fixed Rent

and/or Variable Rent. No action under this Paragraph shall be deemed to waive the Department's rights as set forth in other paragraphs of this Operation Agreement.

24. CONDITIONS OF DEPARTMENT'S LIABILITY

Operator shall not be entitled to claim constructive eviction from the Operational Area unless Operator has first notified the Department in writing of the conditions giving rise to the constructive termination, Operator's complaints are justified, and the Department has failed within a reasonable time after receipt of notice to remedy the conditions.

25. WAIVER - CUMULATIVE REMEDIES

A. Failure of either party to complain of any act or omission on the part of the other party, no matter how long same may continue, shall not be deemed a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of breach of any provision of this Operation Agreement shall be deemed waiver or breach of any other provision or a consent to any subsequent breach of the same or any other provision. The consent to or approval of any action on any one occasion by either party hereto shall not be deemed a consent to or approval of any other action on the same or any subsequent occasion.

B. Any and all rights and remedies which either party may have under this Operation Agreement or by operation of law, either at law or in equity, by reason of a breach by the other party, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with any other right or remedy, and any two or more or all of such rights and remedies may be exercised at the same time.

C. Acceptance by either party of any of the benefits of this Operation Agreement with knowledge of any breach thereof by the other party shall not be deemed a waiver by the party receiving the benefit of any rights or remedies to which it is entitled hereunder or by law.

26. LIENS OR ENCUMBRANCES

A. Operator shall have no power to do any act or make any contract which may create or be the foundation for any lien, mortgage, or other encumbrance upon the interest of the Department in the Operational Area or any other part of Spring Meadow Golf Course. If Operator should cause any improvements or repairs to be made to the Operational Area, or if Operator should cause any labor to be performed or material to be furnished therein, thereon, or thereto, neither the Department, Spring Meadow Golf Course, nor the Operational Area shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished, but all such improvements, repairs, labor, and material, shall be made, furnished, and performed at Operator's expense, and Operator shall be solely and wholly responsible to the contractors, laborers, and materialmen furnishing and performing such labor and material. Operator shall require, as a condition of any contract or subcontract for labor or materials, all contractors, laborers and materialmen to execute a release of lien against the Department

B. If, because of any act or omission (or alleged act or omission) of Operator, any mechanic's or other lien, charge, or order for the payment of money shall be filed against the Operational Area, against Spring Meadow Golf Course, or against the Department (whether or not such lien, charge, or order is valid or enforceable as such), Operator shall, at its own cost and expense, cause the same to be cancelled and discharged of record or bonded within ten (10) days after notice to Operator of the filing thereof.

C. Operator shall, upon completion of any improvement(s), provide the Department with a signed copy of any and all lien(s), said statement indicating that all contractors have been paid and all lien(s) have been discharged.

27. TAXES AND ASSESSMENTS

Operator shall, during the term of this Operation Agreement, promptly pay when due all taxes and/or assessments, together with interest and penalties thereon that are levied upon or assessed by any government body by reason of the Operator's operation of the Operational Area. Operator immediately shall forward any notice of such tax payment to Department and any notice

of assessment, tax bill, or any other notice, correspondence or document relating to local property taxation of the Operational Area to the Department.

28. BANKRUPTCY

In the event Operator enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Operator agrees to furnish written notification of the bankruptcy to Department with a copy to the Attorney General's Office. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and the name(s), addresses, and telephone numbers of the attorney or firm handling the bankruptcy. The obligation to report entering into any such proceedings remains in effect until final payment is made under this Operation Agreement. The Department shall have the right to terminate this Operation Agreement immediately upon receipt of a notice of bankruptcy by providing written notice to Operator.

29. SUCCESSOR IN INTEREST; ASSIGNMENT

A. If Operator is acquired by, or affiliates, consolidates or merges with another entity, Operator shall give notice of such change or takeover to the Department at least ninety (90) days prior to such acquisition, affiliation, consolidation or merger. Operator shall supply such additional information about said change as requested by the Department. At the Department's option, the Department may:

- (i) continue with this Operation Agreement with the new operator. The new Operator must complete all paperwork required by the State including, but not limited to, a new Certificate of Insurance, a Certificate of Incorporation, a New Jersey Business Registration, Pay-to-Play disclosures, and a new Board Resolution. The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of the Operation Agreement;
- (ii) continue the Operation Agreement on a conditional basis as stipulated in an amendment to this Agreement providing the new operator complies with all paperwork as noted above; or
- (iii) terminate this Operation Agreement.

The Department shall notify Operator of the Department's decision within thirty (30) days of receipt of all information requested by the Department. If the Department chooses option (i) or (ii), Operator shall assign this Operation Agreement and Operator's responsibilities under this Agreement, to the new operator.

B. Operator may assign this Operation Agreement only in accordance with this Paragraph and only upon written approval of the Department.

30. SUB-OPERATOR(S)

Operator may not enter into sub-operating or subcontractor agreements with outside entities for the operation of any alcoholic beverage service, except that Operator may enter into sub-operating and subcontractor agreements with outside entities for the performance of any of its other obligations under this Operation Agreement with the prior written approval of Department. Before Operator may allow a sub-operator or subcontractor to begin to operate or use the Operational Area, both Operator and the sub-operator/contractor must sign a sub-operating/contracting agreement, which shall be subject to the Department's written approval prior to taking effect. In no event will Department and any sub-operator or subcontractor have any contractual relationship by virtue of the sub-operator's/contractor's relationship to Operator. During the Term of this Operation Agreement, Operator shall indemnify Department and assume all responsibility for any and all acts and/or omissions of any sub-operator/contractor and for its compliance with the respective sub-operating/contracting agreement. In addition, Operator shall ensure that all sub-operators/contractors are held to the same terms and conditions as the Operator, and in particular the following paragraphs: Rent (Paragraph 3.B),

Indemnification (Paragraph 20), Insurance (Paragraph 21), and Pay-to-Play (Paragraph 47).

31. NO DISCRIMINATION

Operator must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101, et seq.

Operator shall not discriminate in employment and agrees to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference.

Specifically, Operator shall not:

A. discriminate against any person, employee, or applicant for employment because of race, creed, color, national origin, ancestry, age, sex, gender identity or expression, affectional or sexual orientation, marital status, familial status, liability for service in the Armed Forces of the United States, disability or nationality. This provision shall include, but not be limited to, the following: employment; upgrading; demotion; transfer; recruitment; recruitment advertising; rates of pay or other forms of compensation; layoff or termination; and selection for training, including apprenticeship.

B. discriminate on the basis of race, creed, color, national origin, ancestry, age, sex, gender identity or expression, affectional or sexual orientation, marital status, familial status, liability for service in the Armed Forces of the United States, disability or nationality in allowing the private access to and use of the Operational Area.

C. discriminate on the basis of race, creed, color, national origin, ancestry, age, sex, gender identity or expression, affectional or sexual orientation, marital status, familial status, liability for service in the Armed Forces of the United States, disability or nationality in allowing the public access to and use of the Golf Course.

32. CONFLICTS OF INTEREST

A. Pursuant to New Jersey's Conflicts of Interest Law, N.J.S.A. 52:13D-12 et seq., Operator shall not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of Environmental Protection or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.

B. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from the Operator shall be reported in writing forthwith by the Operator to the Attorney General and the Executive Commission on Ethical Standards.

C. Operator may not, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in Operator to any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

D. Operator shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

E. Operator shall not cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for Operator or any other person.

F. The provisions cited above shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with Operator under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order 189.

33. SOLICIATION

Operator warrants that no person has been employed directly or indirectly to solicit or secure this Operation Agreement in violation of the provisions of N.J.S.A. 52:34-19 and that the laws of the State of New Jersey relating to the procurement and performance of this Operation Agreement have not been violated by any conduct if Operator, including the paying or giving directly or indirectly of any fee, commission, compensation, gift, gratuity, or consideration of any kind to any State employee, officer, or official.

34. SUPERSEDES – ENTIRE AGREEMENT - AMENDMENTS

This Operation Agreement supersedes and cancels all previous leases, agreements, and “special use permits” between the Department and Operator covering the Operational Area and represents the entire agreement between the parties. All negotiations, oral agreements, and understandings are merged herein. This Operation Agreement may be amended, supplemented, changed, modified, or altered only upon mutual agreement of the parties hereto in writing.

35. NOTICES

The parties hereto agree that all submissions, approvals, and notices (except for the Notice of Repairs which shall be made in compliance with Paragraph 7C. Improvement, and the Notice of Injury required under Paragraph 14. Emergency; Report of Injury) which may be required under this Operation Agreement shall be forwarded by Certified Mail, Return Receipt Requested, and addressed as follows:

Department: State of New Jersey
Department of Environmental Protection
State Park Service, Office of the Director
Mail Code 501-04, P.O. Box 420
Trenton, New Jersey 08625-0420

Copy: Department of Environmental Protection
Office of Leases and Concessions
Mail Code 501-04C, P.O. Box 420
Trenton, New Jersey 08625-0420

Operator: _____

Either the Department or Operator may, at any time, change such address by mailing to the address above a notice of the change at least ten (10) days prior to such change.

36. END OF TERM

Upon the expiration, termination, surrender, or declaration that this Operation Agreement is null and void ("End of Term"), Operator shall:

- (i) immediately cease all use of the Operational Area, vacate, and turn over the use thereof to the Department. Operator shall only remove the personal property listed on Exhibit C. Operator shall periodically amend Exhibit C and submit a copy to the Department in accordance with Paragraph 35 and also via electronic mail to: George.Chidley@dep.nj.gov. The Department may at once reenter, secure the Operational Area, and remove any and all persons using the Operational Area;
- (ii) at Operator's sole cost and expense, remove all personal property lawfully belonging to and removable by Operator within the time prescribed in any notice of termination or before the End of Term. If Operator removes any personal property, Operator hereby covenants to repair any and all damage which may be caused to the Operational Area by said removal. If Operator fails to remove such personal property, the Department may appropriate the same to its own use without allowing any compensation therefor or may remove the same at the expense of Operator; and
- (iii) pay to the Department without demand all Fixed Rents, Variable Rents, and other payments accrued to the date of the End of Term.

37. SUCCESSION AND BINDING AGREEMENT

Except as otherwise set forth herein, all of the terms and provisions of this Operation Agreement shall be binding upon and shall insure to the benefit of the successors and assignees of the Department and Operator's successors, heirs, executors, administrators, and assigns.

38. NO THIRD PARTY BENEFICIARIES

There shall be no third party beneficiaries of this Operation Agreement, and no person, firm, or entity not a party to this Operation Agreement shall be entitled to claim any right, benefit, or presumption from or estoppel by this Operation Agreement.

39. HOLDOVER

If the Department permits Operator to use the Operational Area after expiration of the Operation Agreement without executing a new written Operation Agreement with the Department, then Operator shall use the Operational Area subject to all terms, conditions, and covenants contained in this Operation Agreement. The Department may, at its option, elect to treat Operator as one who has not removed at the end of the Term and thereupon will be entitled to all of the remedies against Operator provided by this Operation Agreement and by law.

40. CORPORATION - RESOLUTION

A. Prior to the Effective Date of this Operation Agreement, Operator shall provide the Department with a copy of Operator's certificate of incorporation on file with the Secretary of State and a current certificate of standing issued by the Secretary, as attached hereto as Exhibit E.

B. A certified copy of a resolution adopted by the Board of Directors of Operator, authorizing the execution of this Operation Agreement by Operator for the purposes and subject to the terms and conditions herein provided, is attached hereto as Exhibit F.

C. Prior to the Effective Date of this Operation Agreement, Operator shall provide the Department with a copy of a completed Ownership Disclosure Form pursuant to N.J.S.A. 52:25-24.2, attached hereto as Exhibit G.

41. NEGOTIATED DOCUMENT

Each and every provision of this Operation Agreement has been independently, separately, and freely negotiated by the parties as if this Operation Agreement were drafted by all parties hereto. The parties therefore waive any statutory or common law presumption which would serve to have this document construed in favor of or against any party as the drafter hereof.

42. HEADINGS

The article, paragraph, and subparagraph headings throughout this Operation Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Operation Agreement.

43. SEVERABILITY

If any term or provision of this Operation Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Operation Agreement, or the application of such term and provision of this Operation Agreement, shall be valid and be enforced to the fullest extent permitted by law.

44. GOVERNING LAW

This Operation Agreement shall be governed by and interpreted in accordance with the Laws of the State of New Jersey and any legal actions filed shall be filed in the courts of the State of New Jersey.

45. PREVAILING WAGE ACT

Without limiting the scope of any other provision of this Operation Agreement, Operator agrees to comply with the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150 as codified in N.J.S.A. 34:11-56.25, et seq. Operator also agrees to comply with 42 U.S.C. § 9604 (g)(1). If any conflict exists between the New Jersey Prevailing Wage Law and § 9604 (g)(1), the Operator must comply with the federal requirements.

46. INDEPENDENT PRINCIPAL

Operator shall, at all times, act as an independent principal and not as an agent or employee of the Department. Operator agrees not to enter into any agreement or commitment with any other party on the Department's behalf.

47. PAY TO PLAY

A. Pursuant to N.J.S.A. 19:44A-20.13, et seq. (P.L.2005, c.51) and specifically N.J.S.A. 19:44A-20.21, and Executive Order No. 117 (2008) it shall be a breach of the terms of this Operation Agreement for Operator to: (1) make or solicit a contribution in violation of P.L.2005, c.51; (2) knowingly conceal or misrepresent a contribution given or received; (3) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (4) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (5) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by Operator itself, would subject that entity to the restrictions of P.L. 2005, c.51; (6) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (7) engage in any exchange of contributions to circumvent the intent of P.L. 2005, c.51; or (8) directly or indirectly through or by any other person or means, do any act which would subject Operator to the restrictions of P.L. 2005, c.51. Further, where Operator is a business entity, as defined by N.J.S.A. 19:44A-20.17, and the value of this Operation Agreement exceeds \$17,500, Operator shall submit with this Operation Agreement a "Certification and Disclosure of Political Contributions Form", certifying that it has not made any contributions prohibited by P.L.2005, c.51 and reporting all

contributions Operator made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7, and the “Ownership Disclosure Form”. It is the Operator’s continuing obligation to report any contributions it makes during the term of this Operation Agreement. Additionally, if Operator is a for-profit business entity, as defined by N.J.S.A. 19:44A-20.26 and the value of this Operation Agreement exceeds \$17,500, Operator shall submit with this Operation Agreement a “Vendor Certification and Political Contribution Disclosure Form” listing its political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et al.) and that were made by Operator during the preceding 12-month period, along with the date and amount of each contribution and the name of the recipient of each contribution. The forms and instructions are available at <http://www.state.nj.us/treasury/purchase/forms.shtml>.

B. Operator is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, section 3) if Operator received contracts in excess of Fifty Thousand (\$50,000.00) Dollars from a public entity in a calendar year. It is Operator’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

48. ATTACHMENTS

The following are attached to and made a part of this Operation Agreement:

Exhibit A – Request for Proposal

Exhibit A-1 – Bid Proposal, Proposal Supplement and Best and Final Offer

Exhibit B – Aerial Map of Operational Area

Exhibit C – List of Operator’s personal property

Exhibit D – Certificate of Insurance

Exhibit E – Certificate of Incorporation

Exhibit F – Board Resolution

Exhibit G – Ownership Disclosure Form

IN WITNESS WHEREOF, the Department and Operator have duly executed this Operation Agreement effective on the date herein below set forth.

DEPARTMENT:

STATE OF NEW JERSEY
Department of Environmental Protection

By: _____

Richard Boornazian, Assistant Commissioner
Natural and Historic Resources

Date: _____

ATTEST:

OPERATOR:

By: _____

By: _____

Date: _____

Date: _____

THIS OPERATION AGREEMENT HAS BEEN
REVIEWED AND APPROVED AS TO FORM BY:
John Jay Hoffman
Acting Attorney General
State of New Jersey

By: _____

Date: _____

Christine Piatek
Deputy Attorney General

RFP Exhibit C - Division of Purchase & Property Forms [Intentionally Omitted]

Exhibit D
(Equipment List –
Last update
November 2004)

05/05/2009 11:12 FAX 0099840503

* SPRING MEADOW 0002/000

Park/Forest SPRING MEADOW GC.Dated 11-05-04ONLY HAVE
ONE UNIT

Item	Manufacturer	Model	Serial	Age	Condition
2 Each Autolizer					
2 Each Tables					
Air Conditioner					
Chief Sink					
Coffee Maker					
Compressor					
Dairy Case					
Deep Fryer	FRYMASTER	240550	4004/103050		G
Equipment Stand					
Exhaust Hood w/Fire Protection	GREITZER	100AE	131626	20+	F
Fire Extinguisher					
Fire Extinguisher					
Fire Extinguisher					
Fire Extinguisher					
Fly Trap					
Freezer (Reach In)	VICTORY	RFA2055	AB449019	15-20	G
Freezer (Walk In)	BALLY		115824	20+	G
Griddle					
Grill Stand					
Hand Sink					
Hood					
Hood (Stainless Steel)					
Hot Dog Grill					
Hot Plate					
Hot Water Heater					
Ice Cuber					
Locker					
Platform					
Popcorn Maker					
Refrigerator (Reach In)	VICTORY	RFA2055	AB449019	15-20	G
Refrigerator (Walk In)	BALLY		115188	20+	G
Serving Shelf					
Sink w/TABLE	N/A		64986	20	G
Sink (2 part)					
Sink (3 part)	N/A		64985	20	G
Sink w/Drain					
Sink Heater					
Soda Case					
Soda Dispenser w/Ice Storage					
Urn Stand					
Walk-In Freezer					
Wall Shelves	N/A	96x72x18	549	15	G
Warmer (Pies)					
Other - Please Print Below					
DISHWASHER	HOBART	AM12	115822	20	F
SANDWICH UNIT	BEVERAGE AIR	SP60-16	133483	1	E
SANDWICH UNIT	BEVERAGE AIR	SP60-16	135107	1	

Condition = (E) Excellent, (G) Good, (F) Fair, (P) Poor

Signed:

Joseph J. Linder

The Concessionaire shall furnish:

Minimum of two (2) cash registers with tape capability.
 Indicating thermometers for freezers/refrigerators.
 Beverage dispensing equipment.
 Ice Cube Maker

Concessionaire may install added equipment to operate, with written request and permission from Department

Revised: 4/2004

Park/Forest: Spring Meadow Golf Course

Date: November 3, 2004

LOCATION: BAR AREA OF THE SPRING MEADOW INN

<u>ITEM</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>AGE</u>	<u>CONDITION</u>
Glencoe Refrigerator	Glencoe	ALA-48-T	5233186	10 yrs	G
Glencoe Refrigerator	Glencoe	ALA-48-T	5233186	10 yrs	G
Sink (3 Part)	Krowne	Custom	00906004	10 yrs	G
2-Ice Bin/ Soda Dispenser	Krowne	118-36CD	500906004 500906001	10 yrs	G G
Beer Cooler	Beverage Air	DW49	3702749	10 yrs	G
3-Glass Rack	Krowne	GSB-1	400906004	10 yrs	G

LOCATION: KITCHEN OF THE SPRING MEADOW INN

<u>ITEM</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>AGE</u>	<u>CONDITION</u>
Refrigerator (2DR)	Glenco	ALA-48-T	5233186	N/A	G
Glencoe Refrigerator	Glencoe	ALA-48-T	5233186	N/A	G
Food Warmer	Harco	GRA-36	9261269912	1 yr	E
Food Warmer	Harco	GRA-36	9261269912	1 yr	E
Food Warmer	Mercer	n/a	n/a	n/a	F
Steam Table	n/a	n/a	n/a	n/a	G
Ice Machine	n/a	n/a	n/a	n/a	F

LOCATION: HALFWAY HOUSE

<u>ITEM</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>AGE</u>	<u>CONDITION</u>
Glencoe Refrigerator	Glencoe	ALA-48-T	5233186	N/A	G
Glencoe Refrigerator	Glencoe	ALA-48-T	5233186	N/A	G
Refrigerator 3-DR	Nor Lake	LB65	8400956	n/a	G

LOCATION: RESTAURANT OF THE SPRING MEADOW INN

<u>ITEM</u>	<u>QUANTITY</u>	<u>CONDITION</u>
Tables	25 32	G
Booth Benches	14	G
Chairs	118 106	G
Bar Stools	24 25	G

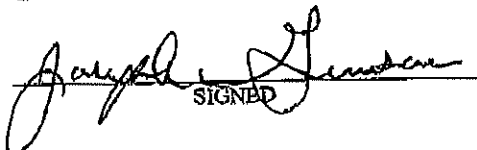

SIGNED

Exhibit A

Submitted by Thomas McCann
May 6, 2016

Spring Meadow Inn - RFP

Contents

I. FORMS (PART 1) 3

II. BACKGROUND INFORMATION (PART 2) 4

III. TECHNICAL PROPOSAL (PART 3) 6

IV. ORGANIZATIONAL SUPPORT AND EXPERIENCE (PART 4) 9

V. MONETARY PROPOSAL (PART 5) 12

VI. CHANGES TO TERMS AND CONDITIONS (PART 6) 13

I. Forms (Part 1)

See attached.

Division of Purchase & Property Forms [Intentionally Omitted]

II. Background Information (Part 2)

- i. How many years has your organization been in business under its present business name?

McCann's Tavern - 32 years.

- ii. Under what other or former names has your organization operated?

None.

- iii. If your organization is a corporation, provide the following information: date of incorporation; State of incorporation; president's name; vice president's name; secretary's name; treasurer's name; and corporate agent for service.

McCann's Tavern was incorporated in 1984 by Thomas Patrick McCann and Thomas Michael McCann.

- iv. If the organization is a partnership, provide the following information: date of organization; type of partnership; and name(s) of owner.

N/A

- v. If your organization is individually owned, provide the following information: date organization established; and name of owner.

N/A

- vi. Has your organization ever failed to complete any contract awarded to it?

No.

- vii. Within the past five (5) years, has any officer or principal of your organization ever served as an officer or principal of another organization when it failed to complete a contract?

No.

- viii. Are there any judgments, claims, arbitration proceedings, or lawsuits pending or outstanding against your organization or its officers or principals, or which have been finalized, completed or resolved in the past 5 years?

Yes. Thomas McCann was sued for an assault allegation in 2014. The matter was handled by his insurance company and settled with no admission of wrongdoing.

- ix. Has your organization filed any lawsuits or requested arbitration with regard to any contracts within the last five (5) years?

No.

- x. Has any owner made a claim against you, which has resulted in arbitration or litigation within the past five (5) years?

No.

- xi. Has your organization or any of its officers, principals or owners ever been convicted of a crime, or are they presently the target of any criminal or administrative investigation?

No.

- xii. Has your organization or any of its officers, principals or owners ever been disqualified, suspended, or debarred from a contract with any Federal, State, or local government entity?

No.

- xiii. Does your organization or any of its officers, principals or owners currently possess a liquor license issued by the New Jersey Division of Alcoholic Beverage Control?

Yes, McCann's Tavern located in Lake Como, New Jersey, possesses a liquor license.

- xiv. Has your organization or any of its officers, principals, or owners ever applied to and been unable to obtain a liquor license issued by the New Jersey Division of Alcoholic Beverage Control?

No.

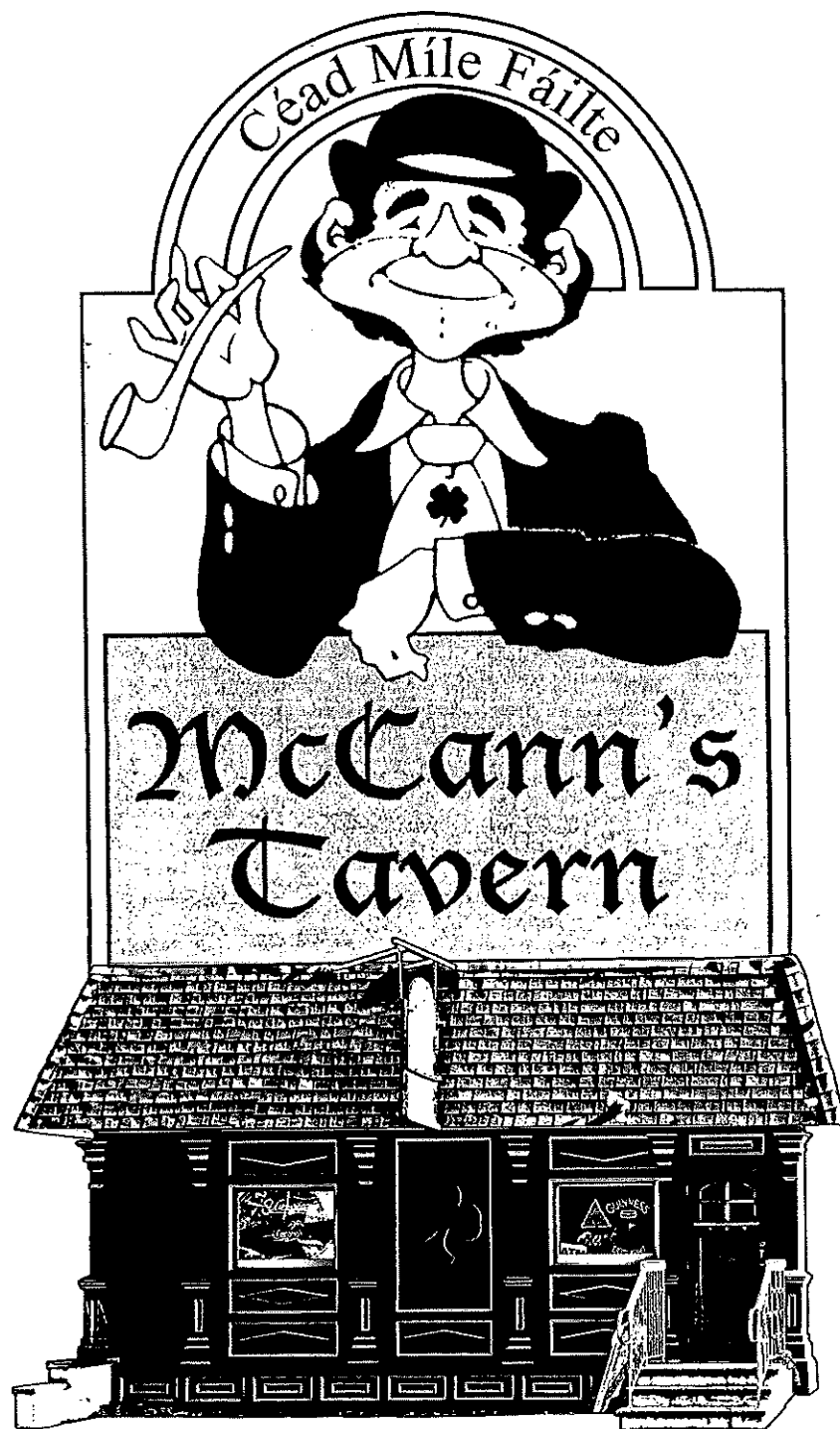
- xv. Has your organization or any of its officers, principals or owners ever possessed a liquor license issued by the New Jersey Division of Alcoholic Beverage Control and has had the license revoked?

No.

Experience

Thomas McCann has experience and expertise in providing restaurant, bar, and banquet/catering services. In 1984, McCann opened McCann's Tavern in Lake Como, New Jersey. McCann still owns and operates the Tavern today. McCann's is known for its thriving blend of a casual and inviting Irish pub-like atmosphere and top notch steakhouse menu. According to one customer, McCann's has "the best steak in the Jersey Shore area." In 2015, McCann's received the "Best in Industry Award" and a five-star rating. McCann also holds a "ServeSafe" certificate from the National Restaurant Association.


McCann has a legacy of serving the Jersey Shore communities. In 1980, McCann began his career in the food service industry at the Station House in Wall Township as a bartender and cook. During this time, McCann also served as a bartender and cook at Main Street USA. Prior to opening McCann's Tavern, in 1983 McCann was a bartender at the busy Headliner Nightclub in Neptune, New Jersey.



**FINE FOOD & DRINK, ENTERTAINMENT,
CATERING AVAILABLE**

**Food Served From 11:30am - 1:15am
1704 Main St, Lake Como, New Jersey**

(732) 681-8534



McCann's Cabern

SPECIAL APPETIZERS

Blackened Steak Tips	12.99	Crab Fluffs	19.99
Blackened Shrimp Cocktail	12.99	Roasted Clams	12.99
Shrimp Scampi	12.99	Mussels Marinara.....	13.99
Hot & Spicy Shrimp	12.99	Mussels in White Wine & Garlic.....	13.99
Tango Shrimp	12.99		

SPECIAL ENTREES

Seafood Royal	22.99
Shrimp, clams & mussels in a fra dravlo or white wine scampi sauce served over pasta	
Steak McCann	28.99
12oz N. Y. strip with peppers onions. mushrooms & hot peppers, in a white wine garlic brown gravy	
Steak au Poive.....	28.99
12 oz N. Y. strip pressed in black peppereorns with mushrooms in a brand cream sauce	
Steak Jardire..	28.99
12oz N. Y. strip topped with spinach, mushroom & bearnarse	
Steak Alabama	28.99
Blackened 12oz N. Y. strip in hot pepper & mushroom brands cream sauce	
Chicken McCann.....	19.99
Sauteed chicken with Carrots mushrooms broccoli & sealliens in a marsala wine garlic gravy	
Hot & Spicy Chicken with Shrimp	22.99
Chicken, shrimp & Broccoli sauteed in McCann's hot Spicy sauce	
Chicken Fantasia	19.99
Chicken breast with spinach, onions & prosciutto in trancaise sauce & topped with mozzarella cheese	
Crab Cakes	22.99
McCann's home made crab cakes with choice of potato	
Shrimp Samantha	22.99
Jumbo shrimp, prosciutto & sun dried tomatoes in aliredo sauce topped with provolone cheese	
Mediterranean Shrimp.....	22.99
Jumbo shrimp, spinach & prosciutto in francaise sauce topped with mozzarella cheese	
Fettuccini Alfredo	17.99
With chicken	19.99
	with steak or shrimp.....22.99

NIGHTLY SPECIALS

Monday 2-4-1 Burgers

Tuesday Garlic or Tango Steak

Wednesday Fish & Chips(Homemade)

Thursday Steak Night: 12oz. Specialty Steaks
(all include soup, salad & dessert)

Friday & Saturday Prime Rib Dinner (when available)

** ASK YOUR SERVER FOR NIGHTLY SPECIALS AND "WHAT'S FOR DESSERT?"

515 MINIMUM CREDIT CARD PURCHASE





FINGER FOODS

French Fries	5.99	Potato skins with cheese, bacon & chili.....	9.99
Crazy Fries.....	6.50	Buffalo Wings	9.99
Onion Rings	6.99	Chicken Fingers w/French fries.....	9.99
Sicilian Potatoes	6.99	Potato Skins with cheese & bacon.....	7.99
		Tango Wings	9.99
		Poppers	8.99

SOUTH OF THE BORDER

Homemade Chili cup 4.50 bowl	5.50	Nachos Supreme	14.99
with cheese & onion cup 5.00 bowl.....	5.95	Jalapeno peppers lettuce, tomato, chili, cheese	
Nachos with cheese.....	10.99	Blackened Steak Tips	12.99
		Served with pico DeGallo	

SALAD PLATTERS

Chef Salad	12.99	House Salad	4.50
Cheese Salad	9.99	House Salad Deluxe	8.99
Grilled Chicken Salad.....	12.99	Cajun Chicken Salad.....	12.99
Grilled Shrimp.....	13.99	Blackened Shrimp	13.99

COLD SANDWICHES

Imported Ham.....	10.99	Turkey Breast	11.99
Ham & Cheese.....	11.50	Turkey Breast & Swiss.....	12.50
Cheese, Lettuce & Tomato	9.99	Roast Beef.....	13.99
Bacon, Lettuce & Tomato	9.99	Freshly cooked on the premises	
with cheese.....	9.99	Roast Beef & Swiss.....	14.50
Turkey Provolone Dip	12.99	Freshly cooked on the premises	
Thinly Sliced Turkey served on a roll w/ turkey broth		French Dip.....	13.99
Tuna (individual can) white.....	9.99	Thinly sliced roast beef served on a roll with au jus	

*** Choice of Rye, White or Roll Served With Pickles & French Fries ***

CLUB SANDWICHES

Imported Ham.....	11.99	Corned Beef Club	12.99
Imported Ham & Cheese.....	12.50	Fresh Roast Beef.....	12.99
Mixed Cheese.....	10.99	Tuna (individual can) (when available)	9.95
Turkey	13.99		

*** Choice of Rye, White or Roll Served With Pickles & French Fries ***

FROM THE GRILL

10 oz. Ground Sirloin.....	9.60	Jumbo Shickhaus Frank.....	7.99
10 oz. Ground Sirloin w/ cheese	9.99	Jumbo Shickhaus Frank w/ cheese	8.99
10 oz. Pizza Burger	10.99	Shickhaus Chili Dog.....	9.99
Porky Pig Burger	9.99	with cheese & Onions	
Pork Roll	9.99	Italian Hot Dog	9.99
Pork Roll w/ cheese.....	10.50	Onions, Peppers & Potatoes	

*** Choice of Rye, White or Roll Served With Pickles & French Fries ***

SPECIALTY COFFEE

Mustang Coffee	8.50	McCann's Coffee Royal.....	8.50	Jamacian Coffee.....	8.50
Brandy, Dark Cocoa Kahlua		B&B, Bailey's, & Tia Maria		Rum & Tia Maria	
Mexican Coffee	8.50	Irish Coffee.....	8.50	Boston Coffee	8.50
Kahlua		Irish Whiskey & Dark Cocoa		Grand Marnier & Kahlua	

****ASK YOUR SERVER "WHAT'S FOR DESSERT?"**

\$15 MINIMUM CREDIT CARD PURCHASE



HOT SANDWICHES

Served with Steak Fries

Sirloin Tips with mushrooms, onions mozzarella cheese served on garlic bread... 13.99	Grilled Imported Ham & Cheese 12.99
Chicken Parmesan grilled or fried)..... 12.99	New York Style Cheese Steak 13.99
California Style Chicken Breast..... 12.99	Corned Beef..... 12.99
with Lettuce Tomato, Cheese Bacon, Mayo	Chicken Cheese Steak 12.99
Philadelphia Cheese Steak9.99	N.Y. Cajun Cheese Steak 8 oz. N.Y. strip w/ Cajun seasoning on a roll w/ French Fries 14.99
Prime Rib Sandwich.....13.99	Ultimate N.Y. Cheese Steak 8 oz N.Y. strip with bacon, onions & bbq sauce on a roll with French Fries 14.99
Philadelphia Pizza Cheese Steak..... 10.50	Grilled Cheese..... 8.99
Fried Onions.....75	Fried Peppers.....7
	Fried Mushrooms0.75

IRISH SPECIALTY SANDWICHES

County Clare 9.99	
Lettuce & Tomato with Irish Bacon, Blarney cheese- served warm	
County Cavan.....12.99	
Cajun Chicken with Irish Bacon, Blarney cheese & tomato served warm	
County Derry.....13.99	
Fresh Roast Beef thinly sliced, Irish Bacon, Blarney cheese & tomato- served warm	
County Roscommon12.99	
Imported Ham, Irish Bacon Blarney cheese & tomato-served warm	
County Tipperary13.99	
Turkey Breast thinly sliced, Irish Bacon, Blarney cheese & tomato- served warm	
County Galway.13.99	
N.Y. strip 8 oz. Irish Bacon, Blarney cheese & tomato- served warm	
County Mayo12.99	
Grilled Chicken, Irish Bacon, Blarney cheese & tomato- served warm	
County Donegal10.99	
10 oz. Hamburger with Irish Bacon, Blarney cheese & tomato- served warm	
County Down 11.99	
White Meat Tuna with Irish Bacon, Blarney cheese & tomato- served warm	
County Longford.....11.99	
Philadelphia Cheese Steak with Irish Bacon, Blarney cheese & tomato	
County Kerry.....11.99	
Corned Beef with Irish Bacon, Blarney cheese & tomato	
<i>We recommend Our House Dressing or Hellman's Mayo, served on a Long Roll, Rye or White With French Fries or Pickles</i>	

STEAKS

Served with Soup or Salad, Steak Fries, & Onion Rings

Sliced 12 oz. Strip topped with peppers, onions, mushrooms, garlic and melted cheese.....27.99	
Side order of Sautced Mushrooms and Onions 3.99	
12 oz N.Y. Strip.....25.99	16 oz N.Y. Strip.....30.99
	20 oz N.Y. trip.....32.99

HOT PLATTERS

Tuna Melt (white tuna) with steak fries. 11.99
Turkey Breast thinly sliced with gravy, Lettuce, tomato & Steak Fries 14.99
Roast Beef thinly sliced with beef gravy, Lettuce, tomato & Steak Fries 15.99
15 oz. Ground Sirloin on toast points with gravy, Lettuce, tomato & Steak Fries 14.99
Chicken Breast Parmesan with marinara sauce over linguine or French Fries 14.99
Ham Reuben Imported ham, sauerkraut, Russian dressing and melted Swiss on a slice of rye..... 12.99
BBQ Steak Tip Platter with French Fries 12.99
Corned Beef Reuben 13.99
10 oz. Sliced Garlic Steak..... 12.99
Garlic Chicken with peppers and onions 13.99
Sliced 10 oz. Tango Steak..... 13.99

\$15 MINIMUM CREDIT CARD PURCHASE



State of New Jersey

Department of Law and Public Safety
Division of Alcoholic Beverage Control

2015 - 2016

This License Expires: 06/30/2016

Page 1 of 1

Pursuant to Title 33 of the New Jersey Statutes, A PLenary RETAIL CONSUMPTION LICENSE

Is Hereby Granted To MAC TAV INC

1704 MAIN STREET
LAKE COMO, NJ 07719

License Number: 1347-33-005-008

This license confers all rights and privileges pertaining thereto, as set further in Title 33 of the New Jersey Statutes, and any amendments thereof and supplements thereto, and is expressly subject to the terms, provisions, limitations, requirements and conditions set forth therein and any rules and regulations promulgated heretofore and hereafter by the Director of the Division of Alcoholic Beverage Control pursuant to Title 33 of the New Jersey Statutes. The license is further subject to the provisions of all municipal ordinances and/or resolutions pertaining thereto which have been or shall have been duly enacted under law.

Effective Date: 07/01/2015

Fee Paid \$200.00

Attest: 
LAKE COMO BOROUGH

RESOLUTION NO. 2015-104

WHEREAS, Mayor and Council of the Borough of Lake Como has approved the renewal of Alcoholic Beverage License No. 1347-33-005-007 in the name of:

**MAC-TAV INC.
T/A McCANN'S TAVERN
1704 MAIN STREET
LAKE COMO, NJ 07719**

WHEREAS, the seasonal area originally designated in Resolution 2014-94 delineated an expansion onto the Borough sidewalk for a distance not exceeding 7 feet from the front of the building and 20'4" in length, leaving 11'3" from the curb line open for use of the sidewalk on Main Street. This extension shall be for the purpose of selling and consuming alcohol, only for patrons seated at tables not exceeding eight in number from 5:00pm until 10:00pm from July 1, 2015 until October 15, 2015 and from April 15, 2016 until June 30, 2016. The applicant shall also comply with the Borough of Lake Como's outside dining ordinance. This area shall be subject to be renewed on a year-by-year basis and shall be a licensed premises for the sale and consumption of alcoholic beverages.

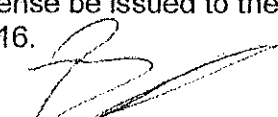
BE IT RESOLVED that the licensee has agreed with the following:

1. All windows in the licensed premises shall be closed at all times during hours of operation. All doors shall remain closed except for providing ingress and egress to patrons and employees. At no time shall doors be left continually open to provide ingress and egress. Doors may be opened to allow air flow between the hours of 12:00 noon and 6:00 p.m. provided there is no noise emanating from any source.
2. No bottles or garbage shall be dumped by the Licensee between 11:00 p.m. and 7:00 a.m.
3. The licensee shall keep an accurate count either by electronic or manual means of the number of persons entering and exiting the premises in order to have an accurate count of the occupancy of the license premises at all times.

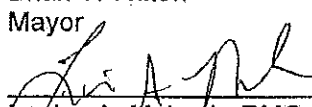
BE IT RESOLVED that the Licensee agrees to provide a copy of the layout of the establishment to the Lake Como Fire Company marking all exits, floor plan and fire panel. Licensee shall send updated layouts any time a change is made.

BE IT FURTHER RESOLVED that the State of New Jersey Alcoholic Beverage Control Board be notified and License be issued to the above for the period of July 1, 2015 through June 30, 2016.

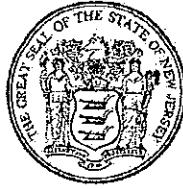
Dated: July 21, 2016



Brian T. Wilton
Mayor



Louise A. Mekosh, RMC, CMC, CMFO
Borough Clerk/Administrator



State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF TAXATION
PO BOX 245
TRENTON, NJ 08695-0245

ALCOHOLIC BEVERAGE RETAIL LICENSEE
CLEARANCE CERTIFICATE
(RENEWAL)

7/16/2015

LIQUOR LICENSE NUMBER: 1347-33-005-008

SALES TAX REGISTRATION NUMBER: XXX-XX-2242/000

MACTAV INC

The Director of the Division of Taxation, in accordance with chapter 161 Laws of N.J. 1995, has reviewed the records of the above holder of a retail alcoholic beverage license. This review shows that the licensee is in compliance with this act.

This certificate indicates the above license holder is in compliance with the above act and the Division of Taxation has no objections to renewal of said license. This certificate does not constitute a waiver of authority to demand resolution of any other deficiencies and delinquencies and shall not prevent further audit or the assessment of additional taxes, penalties, interest or fees as may be provided by law.

NOT TO BE USED FOR TRANSFERS

A handwritten signature in black ink, appearing to read "Michael J. Bryan".

Michael J. Bryan

Acting Director, Division of Taxation

OFFICE OF THE MUNICIPAL CLERK
BOROUGH OF LAKE COMO
1740 MAIN STREET
LAKE COMO, NJ 07719
(732) 681-3232, EXT. 202
lmekosh@boro.lake-como.nj.us

July 22, 2015

Dear Alcoholic Beverage Control Licensee:

Thank you for your cooperation during the new online renewal process this year. I believe the new system worked very well, due to your cooperation during the entire application renewal process.

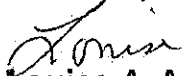
Enclosed please find the following:

- ❖ 2015/2016 License Certificate
- ❖ Municipal Resolution
- ❖ Tax Clearance Certificate

If you have any questions, or require any additional information please do not hesitate to call me.

I hope you enjoy the remainder of the Summer!

Sincerely,



Louise A. Mekosh, RMC,CMC,CMFO
Borough Clerk/Administrator

Encs.

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N J 08635

The person, partnership or corporation named below is hereby authorized to collect:
NEW JERSEY SALES & USE TAX

pursuant to **N.J.S.A. 54:32B-1 ET SEQ.**

This authorization is good **ONLY** for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.



Acting Director, Division of Taxation

**MACTAV, INC.
MC CANN'S BEER & SPIRITS
1704 MAIN ST
LAKE COMO NJ 07719**

Tax Registration No. **XXX-XXX-242/000**

Tax Effective Date: **01-01-88**

Document Locator No.: **B0000125861**

Date Issued: **06-16-06**

This Certificate is **NOT** assignable or transferable. It must be conspicuously displayed at above address.

III. Technical Proposal (Part 3)

Management Plan

Our mission at the Inn is to provide a unique and relaxing dining experience. We will strive to reach this goal by providing menu items incorporating quality ingredients at a competitive price, and be mindful of the well-being of our customers and staff.

The upscale, yet competitive, Inn will have a gastropub theme and serve traditional food with an Irish flare. The Inn will be uniquely situated among the top-rated restaurants in the area, and will become a popular destination not just for golfers, but for locals too. Patrons will enjoy the atmosphere both indoors and outdoors, delicious menu and portions. Golfers and diners will find the Inn to be a perfect place to enjoy a drink, have dinner or just relax. The Inn will quickly become a favorite place for weddings, bridal showers, baby showers, and other special events with a classic menu suitable for larger parties and all tastes. The halfway house will have a slightly more limited menu with options suitable for golfers on the go like pork roll and cheese sandwiches, egg white frittata wraps, fried egg and cheese on brioche, coffee, juice bloody marys and mimosas for breakfast. For lunch the halfway house will offer a variety of paninis (turkey, roast beef and Jersey tomato with mozzarella cheese as well as turkey, roast beef and tuna club sandwiches. The halfway house will also have the usual fare of fish sandwiches, hot dogs, hamburgers (all served with pickles and chips), beer, cocktails, water and soda. (i)

Anticipated staffing and personnel structure at the Inn will consist of an operator (McCann), Brian Higgins - general manager, Carole Manolio - project manager, Michelle McCann - bookkeeper, Tom Cusmano - scheduler/head bartender, Amy Kean - banquet manager, and Elizabeth McCann - banquet manager consultant. The Inn will also be staffed according to the time of day - day: 1 bartender, 2 servers, 2 kitchen staffers and 1 manager; evening: 2 bartenders, 4 servers, 1 hostess, 1 bus-person and 4 kitchen staffers. Seasonal staff will be added to accommodate outside dining. The halfway house will be staffed during the weekdays with 1 cook and 1 server. On the weekends, the halfway house will be staffed with 1 cook and 2 servers. Cart service will operate daily. On the weekdays, 2 servers will be available, and on the weekends, 3 to 4 servers will be available. (ii)

Advertising for the Inn will continue through traditional mediums - newspaper such as the Asbury Park Press, Coaster and Coast Star, and local radio. We also intend to revamp the website. Advertising will also extend to social media outlets like Facebook, Twitter, Google, Yelp and Trip Advisor. Our banquet manager and consultant plan to attend wedding and golf expos as well. The Operator understands that repeat business is key to success. Every customer who comes in once should want to return, and recommend us. Word-of-mouth marketing is a powerful ally. (iii)

The intended hours of operation at the Inn are 10 a.m. to 2 a.m. daily. The intended hours of operation at the halfway house are dawn to dusk daily. (iv)

PROPOSED BUDGET (v)

	Description of Work	Anticipated Costs
Phase One	Hire staff	
Phase Two	Outside deck Tables Umbrellas Outside bar	\$45,000 (see invoice)
	Dining room Remove carpets and replace Remove wall and bar décor Clean and paint Add new bar equipment, glass washer and draft beer system	\$15,000
	Kitchen Remove old/broken equipment Clean and paint New equipment	\$30,000 (see invoice from restaurant supply)
	Halfway house Clean/paint New equipment Tables and umbrellas	\$12,000
	Total	\$102,000

Because of the recent upgrades in the 1990's to the Inn, the Operator does not plan to pursue any major renovations. However, the Operator plans to have the entire facility deep cleaned and sanitized. In addition, the Operator plans to enlist the assistance of a decorator to update the interior so it is consistent with the upscale theme. With approval the Operator seeks to add an outside deck to the Inn. The Operator plans to add chairs, high top tables, a television and umbrellas at the halfway house in addition to an awning approximately 10 feet deep that runs the length of the building. See attached for description of exterior work. (vii)

The Operator intends to outsource security to a private company when needed for special events. All employees will be notified by phone of any closures or delays. The public will be notified through the Inn's website and on social media. (vi)

The Operator only requires parking for his staff and customers. There will not be vehicles left overnight on the property. (vii).

Implementation

The Inn will be open for business on July 1, 2016 with a limited menu. Upon notification of the proposal award, the Operator will begin sanitization of the property and decorating and the hiring process for the non-key personnel.

Together, the Operator and General Manager will personally select each candidate. They have adopted an effective interview process designed to staff the Inn with highly qualified people for each position. Each applicant will be rated and evaluated according to a pre-defined set of standards designed for each position. Recruiting efforts will always center on referrals.

Upon being hired, staff will immediately begin training at McCann's Tavern, which as previously stated, is a fully staffed facility with a liquor license. TAM certifications will also be obtained on an expedited basis. (i)

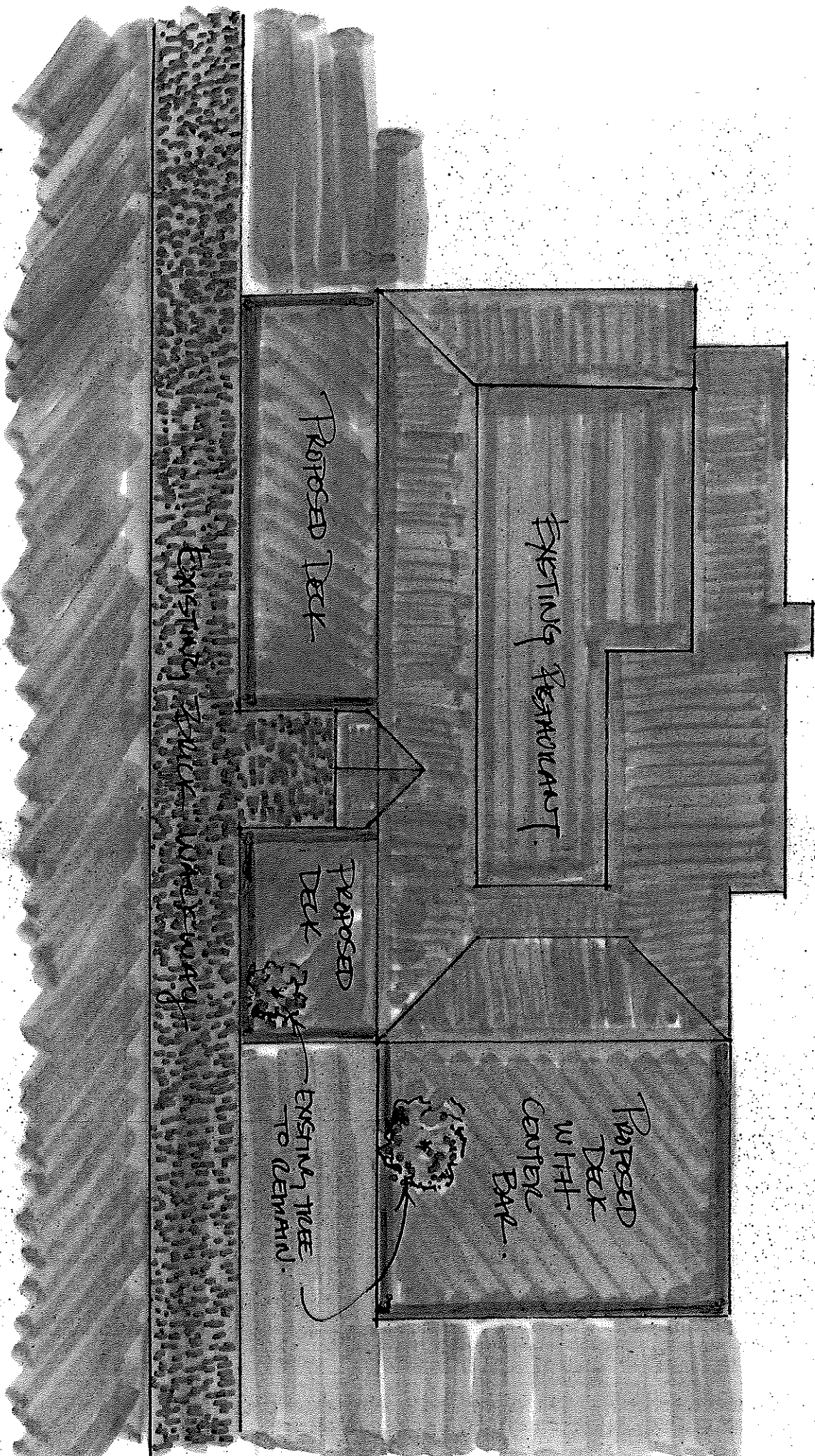
The Operator currently has funds available for the purchase of supplies, additional equipment not provided and inventory. The Operator also has funds available to purchase new draft beer lines, furnish and renovate the outdoor areas. (ii)

The Operator does not intend to use any sub-operators. (iii)

	Description of Work	Start and End Dates
Phase One	Hire staff	Upon being award contract 6/1/16
Phase Two	Kitchen and dining area	Upon being awarded contract 6/30/16
Phase Three	Outside Deck and halfway house	Upon being awarded contract 8/1/16

ATTN: GREEN
←

→
Paving lot



GORDON CONSTRUCTION

1801 Randolph Way

Wall, NJ 07719

Tel. 732-681-9149

Cell 732-859-1753

Proposal For Work

Proposal Date: 05/04/16

Customer Name: McCann/ Spring Meadow

Address: Allenwood Rd Wall

Scope of Work:

Task 1 Deck: New 3000 sq ft area of deck for bar area consisting of all treated lumber, framing material, earthwood Timbertech decking with hidden fastening system, new Andersen sliding glass door, AC condenser relocation, azek skirting, vinyl lattice around perimeter of deck, 2 sets of stairs, all fasteners, nails, concrete footings, siding repair, interior trim and all misc. material and labor for tasks above to be performed by Gordon Construction. (Debris removal included).

Total Cost \$ 42,000

This proposal for work identified above may be accepted by signing in the appropriate spaces below and returning one copy to Gordon Construction. Gordon Construction will begin work on this project after written authorization to proceed is received. No changes, alterations or amendments of this proposal for work are authorized or effective unless they are in writing and accepted by both parties. Permit and permit fees not included in price.






Quote


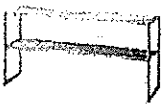
05/04/2016

Johnson's Restaurant Equipment, Inc
1100 Route 33
Neptune, NJ 07753




Project:
McCann's Spring Meadow
4181 Atlantic Ave
Wall, NJ 07727

From:
Johnson Rest Equip Co - NJ
Chris Hughes
1100 Route 33
Neptune, NJ 07753-5033
(732)775-1660
7326435532 (Fax)

Item	Qty	Description	Sell	Sell Total
1	1 ea	REACH-IN REFRIGERATOR  Supera Model No. R2R-1 Reach-In Refrigerator, two-section, self-contained, 51.7" W, 44.5 cu. ft. capacity, (2) solid self-closing locking hinged doors, (6) adjustable shelves, 33° to 39°F temperature range, digital display/controls, illuminated interior, stainless steel front & sides, stainless steel interior, top mounted, (4) 4" casters (2 locking), R134A refrigerant, 1/3 HP, 115v/60/1-ph, 6.5 amps, 450 watts, cETLus, ETL, ENERGY STAR® 1 ea 2 year parts & labor and 5 year compressor warranty, standard	\$2,600.00	\$2,600.00
2	1 ea	REACH-IN FREEZER  Supera Model No. F1R-1 Reach-In Freezer, one-section, self-contained, 28.7" W, 22.6 cu. ft. capacity, (1) solid right hinged self-closing door, (3) adjustable shelves, -8° to -2°F temperature range, Dixell digital display/controls, illuminated 304 stainless steel interior, stainless steel exterior, energy-efficient polyurethane insulation, (4) 4" casters (2 locking), top mounted compressor, R404A refrigerant, 1/2 HP, 115v/60/1-ph, 7.5 amps, 540 watts, cETLus, ETL, ENERGY STAR® 1 ea 2 year parts & labor and 5 year compressor warranty, standard	\$1,900.00	\$1,900.00
3	2 ea	MICROWAVE OVEN  Panasonic Model No. NE-1025 Pro Commercial Microwave Oven, 1000 Watts, 0.8 cu. ft. capacity, single shelf, electronic auto-reset 6-minute dial timer, bottom energy feed, stainless steel front & left hinged door, cavity dimensions; 13"H x 13"W x 8-1/16"D, 120v/60/1-ph, 13.4 amps, UL, ETL, NSF 2 ea 1 year limited warranty 2 ea NEMA 5-15P	\$290.00	\$580.00
4	2 ea	SANDWICH / SALAD PREPARATION REFRIGERATOR	\$2,596.00	\$5,192.00

Item	Qty	Description	Sell	Sell Total
		Turbo Air Model No. MST-72 M3 Series Sandwich/Salad Unit, 19 cu. ft., self-contained, (3) swing door, (3) adjustable wire shelf, (18) 1/6 size pan capacity, cutting board side rail, cold air compartment, CFC free polyurethane insulation, stainless steel construction, 4" casters, 1/2 HP, 115v/60/1, 9.9 amps, NEMA 5-15P, ETL, cETL, NSF		
	2 ea	3 year parts/labor & 5 year compressor warranty, standard		
5	2 ea	OVERSHELF Turbo Air Model No. TSOS-6 Overshelf -double, 6' length, 304 stainless steel, for TSW-2472, 3072E/S/SB/SS, TUR-72SD, MUR-72	\$590.00	\$1,180.00
		Hoshizaki Model No. KM-515MAH Ice Maker, Cube-Style, air-cooled, self-contained condenser, approximately 527-lb capacity/24-hours, stainless steel finish, crescent cube style, R-404A refrigerant, 115v/60/1-ph, 11.7 amps, NSF, UL, ENERGY STAR®		
	2 ea	Warranty: 3-Year parts & labor on entire machine		
	2 ea	Warranty: 5-Year parts & labor on evaporator		
	2 ea	Warranty: 5-Year parts on compressor & air-cooled condenser		
6	2 ea	ICE CUBER B-900PF Ice Bin, top-hinged front-opening door, approximately 660-lb ice storage capacity, for top-mounted ice makers, vinyl clad, painted legs included, protected with H-GUARD Plus Antimicrobial Agent, NSF	\$2,644.00	\$5,288.00
	2 ea	HS-2035/HS-2033 Top Kit, (HS-2035, 22") & (HS-2033, 8"), accommodates 22" wide ice machine, for single or stacked machines		
	2 ea	Warranty: 3-Year parts & labor for bin		
ITEM TOTAL:				\$7,858.00
7	2 ea	FRYER Dean Industries Model No. SR142G Super Runner Value Fryer, gas, floor model, 43 lb. capacity, durable temperature probe, millivolt control system (requires no electrical hookup), includes: basket hanger & twin baskets, stainless steel frypot, front & door, aluminized sides, 6" adjustable steel legs, 105,000 BTU, CSA, NSF, CE, TUV	\$825.00	\$1,650.00
	2 ea	Note: Select Program models available with standard features only		
	2 ea	Natural gas (specify elevation if over 2,000 ft.)		
	2 ea	Fryer: 6" adjustable steel legs, std.		
8	1 ea	RANGE, 36", 6 OPEN BURNERS Garland/US Range Model No. X36-6R Sunfire® Restaurant Range, gas, 36", (6) 30,000 BTU open burners, cast iron top & ring grates, standard oven, (1) oven rack, 2 position rack guides, stainless steel front, sides, plate rail, backguard, & high shelf, 6" steel core legs, 213,000 BTU, NSF, CSA	\$1,500.00	\$1,500.00
	1 ea	One year limited parts and labor warranty, covers products purchased and installed in the USA only, standard		
	1 ea	Natural gas, specify elevation if over 2,000 ft		

Initial: _____

Item	Qty	Description	Sell	Sell Total
	1 ea	Stainless steel backguard with shelf, standard		
	1 ea	6" steel core legs with adjustable feet, standard		
9	1 ea	HOT FOOD SERVING COUNTER Eagle Group Model No. AWT3-NG Water Bath Hot Food Table, natural gas, 48"W, (3) 12" x 20" openings, stainless steel water pan, top & enclosure, 8" poly cutting board, stainless steel plate shelf, galvanized legs & undershelf, adjustable feet, pressure regulator, 15,000 BTU, NSF, cULus	\$1,307.00	\$1,307.00
				
10	1 ea	CHARBROILER Garland/US Range Model No. GTBG72-NR72 Charbroiler, countertop, gas, 72" W, heavy-duty, non-adjustable cast iron grates, 21-3/16" D broiling grid, (1) variable hi/lo valve per burner, manual controls, crumb tray, reversible cast iron broiler racks in 3" W sections, stainless steel front, sides, back & 3-1/2" front rail, 4" adjustable legs, 216,000 BTU (Garland), NSF, CSA 1 ea One year limited parts and labor warranty, covers products purchased and installed in the USA only, standard 1 ea Natural gas, specify elevation if over 2,000 ft	\$5,400.00	\$5,400.00
				
11	1 ea	EQUIPMENT STAND, REFRIGERATED BASE Continental Refrigerator Model No. DL72G Refrigerator Griddle Stand, two-section, (4) drawers - two drawers accommodates (1) 12" x 20" x 6" & (1) 6" x 20" x 6", two drawers accommodates (2) 12" x 20" x 6", dial thermometer stainless steel top with drip guard marine edge, stainless steel exterior, interior and back, 4" casters, self-contained refrigeration, 1/4 hp, 10' cord 1 ea Standard warranty (for the United States & Canada Only): 3 year parts and labor; 5 year compressor 1 ea 115v/60/1, 6.1 amps, NEMA 5-15P, standard 1 ea Condensing unit on the right, standard 1 ea 4" Casters, standard	\$5,288.00	\$5,288.00
				

Price includes removal of existing equipment being replaced (must be disconnected) no final connections.

Below signed person shall be and agrees to be responsible for all charges listed on this quote/invoice. This quotation was based on information supplied to Johnson's Restaurant Equipment, Inc., which may or may not have been complete. The customer is responsible for reviewing this quotation for exclusions, deviations and any improper information supplied to Johnson's Restaurant Equipment, Inc. This order/quotation is subject to payment terms to be approved by Johnson's Restaurant Equipment, Inc. All equipment shall remain the property of Johnson's Restaurant Equipment, Inc., until payment is complete. 50% deposit required for all custom fabricated or special order equipment. All deposits secured on all pieces will be forfeited in the event of cancellation. All permits, approval and reviews are the responsibility of the buyer. Calibration of equipment is not considered a warranty item from the factories. Any calibration's necessary are the responsibility of the buyer. Manufacturer's standard warranties are included. No other warranty is extended or implied. Johnson's Restaurant Equipment, Inc., disclaims any responsibility for: Loss of Time, Loss of Product, Loss of Income, Loss of use of the Equipment, any other incidental or consequential damages. Prices are valid for 30 days. Johnson's Restaurant Equipment, Inc., makes no utility connections.

Initial: _____

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$34,455.00

IV. Organizational Support and Experience (Part 4)

Key Personnel

Thomas McCann* 1704 Main Street, Lake Como, NJ 07719

Brian Higgins

Carole Manolio

Michelle McCann

Tom Cusmano

Amy Kean

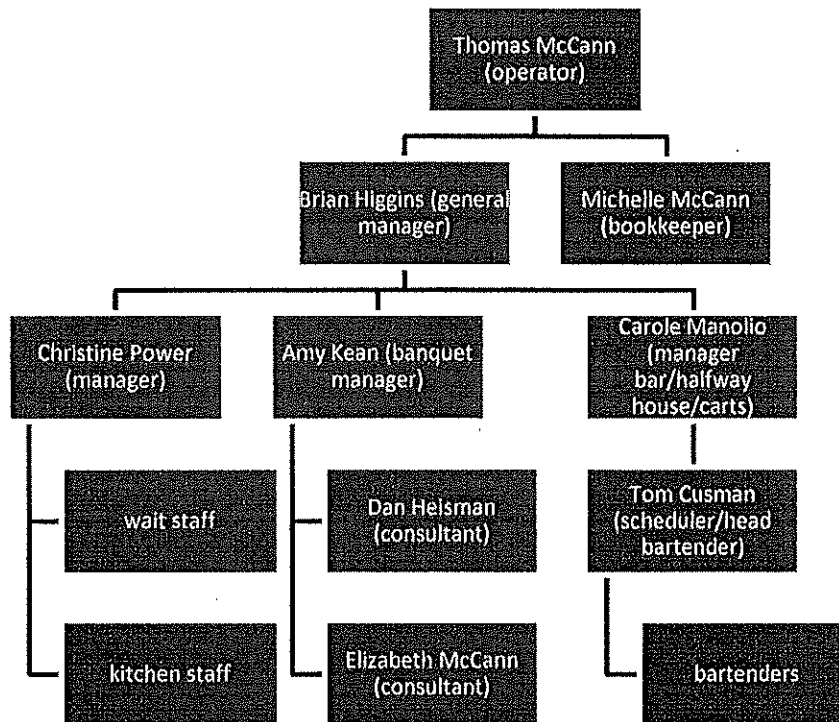
Elizabeth McCann

Christine Power

*As the Operator, McCann will be responsible for the project.

Resumes – see attached.

Organization Chart – see following page.



Experience of Bidder on Projects of Similar Size and Scope

McCann's Tavern has been in business for more than 32 years. As such, the Operator has significant experience in the restaurant and bar business. Moreover, McCann's is similar in size to the Inn; therefore, the Operator can make the best use of the space.

McCann's has been home to many large-scale banquets, fundraisers, weddings and parties throughout its 32 years in business. More recently, Assemblyman Dave Rible has hosted approximately five events throughout the last ten years with more than 90 attendees. Aircare has hosted their Christmas party for the last five years with at least 100 guests. Constantine Bardis, Esquire, has hosted an annual Christmas party at McCann's for the last nine years with at least 90 guests. Mike Cardelfi has rented McCann's multiple times for banquets with more than 120 guests. Belmar Pro Conference has hosted after parties every other year since 2006 with more than 90 attendees. LC Mechanical has hosted banquets at McCann's for the past ten years with approximately 80 attendees. Dan Wilms & Son have hosted parties for at least 40 guests for the past 12 years. Troller Electric has hosted banquets for the past ten years with at least 80 guests. Billy Jost has hosted his Christmas party at McCann's for the past 12 years.

Elizabeth McCann and Dan Heisman have a combined 53 years of experience in the catering and banquet industry. Both will serve as consultants to the Operator and his banquet/catering staff. Elizabeth McCann was the wedding manager at the

Manasquan Country Club where she organized over 60 weddings and 80 parties with over 100 attendees. This included setting up the events, cleanup and training. Heisman owned the Barclay banquet facility for 30 years. He was also the wedding manager. Heisman would sometimes manage up to four weddings all taking place at the same time. Heisman organized over 150 events a year and had a capacity for 250 guests.

Financial Validity

See attachments.

Thomas McCann

1704 Main Street, Lake Como, New Jersey 07719 [REDACTED]

RELEVANT EXPERIENCE

McCann's Tavern – 1984 to present

Lake Como, New Jersey

Owner/Operator

- Oversees all accounting, hiring and staffing.
- Checks food quality.
- Responsible for marketing and advertising.
- "Best in Industry Award" 2015
- Five-star rated
- ServeSafe certificate

Headliner Nightclub – 1983

Neptune, New Jersey

Bartender

- Responsible for serving in a fast-paced environment, cleaning and stocking the bar area.

Station House – 1980

Wall Township, New Jersey

Bartender/Cook

- Responsible for serving, cleaning and stocking the bar area.
- Responsible for cooking a variety of food in a fast-paced environment.

Main Street USA – 1980

New Jersey

Bartender/Cook

- Responsible for serving, cleaning and stocking the bar area.
- Responsible for cooking a variety of food in a fast-paced environment.

COMMUNITY INVOLVEMENT

South Belmar City Council Member/President

1989 to 1995

Planning Board of South Belmar

1989 to 1995

EDUCATION

Attended Brookdale Community College, Lincroft, New Jersey

Brian Higgins

RELEVANT EXPERIENCE

McCann's Tavern – 2004 to present
Manager

Lake Como, New Jersey

- Oversee food preparation.
- Check the quality and size of servings.
- Organize stock.
- Order supplies.
- Maintain equipment.
- Adhere to health and safety precautions.
- Manage employees and solve customer problems.

Spring Lake Manor – 2000 to 2004
Bar Manager

Spring Lake Heights, New Jersey

- Responsible for all aspects of staffing the establishment with bartenders, bar backs, waiters and waitresses.
- Organized nightly entertainment.
- Appropriately staffed all special events, weddings and banquets.

Paul's Tavern – 1997 to 2000
Manger

Lake Como, New Jersey

- Responsible for all aspects of staffing the establishment with bartenders, bar backs, waiters and waitresses.
- Controlled all inventory and designed the establishment's menu.
- Organized all nightly entertainment and special events.
- Arranged pool, dart and football leagues.

Wharfside Restaurant – 1993 to 1997
Cook

Point Pleasant, New Jersey

- Served as a prep cook and sauté chef.

EDUCATION

Northeastern University, Boston, Massachusetts
Attended 1989 to 1991

Brookdale Community College, Lincroft, New Jersey
Attended 1992 to 1993

Carole R. Manolio

Accounting Professional

MBA with 14 years of diverse accounting experience. Successful record of reducing costs and improving cash flow through the identification of billing errors. Recovered millions of dollars for large-scale government contracts. Played a key role in increasing efficiency and productivity of accounting operations by developing, streamlining, and improving internal processes. Proven ability to develop practical solutions to complex accounting challenges.

Areas of Expertise

- General Accounting & Project Accounting
- Financial Analysis & Financial Reporting
- Accounting System Development & Management
- Sarbanes-Oxley Compliance
- Cost Control & Cost Reduction
- Cost Accounting and Cost Analysis
- Federal & State Corporate Tax Preparation
- Process Development & Process Improvement
- Budgeting & Forecasting
- Contract Analysis & Contract Management

Education

GEORGIAN COURT UNIVERSITY, Lakewood, NJ
MBA, concentration in Accounting, May 2010
Bachelor of Science in Accounting, May 1997 (Graduated *Cum Laude*)

Professional Experience

LOCKHEED MARTIN, Wall Township, NJ

Project Management & Planning Operations Rep ■ 2012 – 2015

Support execution of the Tactical SATCOM Support Program in the following:
Process, organize, and maintain all Project Task Forms (PTFs) in coordination with subcontractor teammates and Program Management.
Expedite all procurement actions and fully coordinate all items within the simplified acquisition threshold.
Generate and submit Monthly Status Report CDRL in coordination with subcontractor teammates and Program Management.
Process and coordinate all Travel Requests and Trip Reports and manage travel funding requirements

Multi-functional Financial Analyst ■ 2007 – 2012

Perform all finance related tasks associated with government contract closeouts. Manage financial and accounting functions for large-scale, multiyear U.S. government contracts ranging from \$100 million to \$800 million. Oversee finances for contracts with up to six task orders and 500 sub-tasks. Protect the company's profit margin by monitoring incoming contract revenue and outgoing subcontracting expenditures.

- **Understand and interpret complex contract terms and specifications;** analyze accounting records to ensure accuracy, collect unpaid invoices, and identify billing discrepancies.
- **Provide recommendations to senior leadership regarding process improvement and financial controls to minimize the occurrence of major billing errors;** proactively participate in key phase of the billing process.
 - Act as a primary liaison between company and U.S. government to resolve billing discrepancies and inquiries.
 - Compile and justify invoices for government audit department regarding task orders for the life of contracts.
 - Communicate extensively with domestic and international vendors regarding multimillion-dollar contracts.

FALCON REAL ESTATE INVESTMENT COMPANY, Red Bank, NJ

Property Accountant ■ June 2006 – June 2007

Performed property accounting functions for an investment company specializing in the acquisition, renovation, and sale of condominium communities and apartment complexes. Maintained detailed records of renovation expenses for properties across the U.S. Maintained records to ensure compliance with HUD requirements.

SEA CONSULTING SERVICES, Cranbury, NJ

Senior Accountant ■ Feb. 2005 – July 2005

Recruited by this engineering consulting firm to manage general accounting functions including invoicing, payroll, accounts payable, accounts receivable, journal entries, and account reconciliations. Increased efficiency through the development of spreadsheets for routine and complex accounting functions. Analyzed consultants' billable and non-billable hours to prepare invoices manually.

- **Managed a project involving the input of all accounting data into an automated system;** researched, compiled, and entered client, employee, vendor, and project information into system.

MASCO CONTRACTOR SERVICES, Fair Haven, NJ

General Ledger Accountant ■ Aug. 2004 – Feb. 2005

Hired on a temporary assignment to assist with documentation for SOX requirements for a building services contracting firm. Managed general ledger activities for 11 branches. Performed all aspects of month-end closing. Analyzed monthly P&L statements for each branch to ensure accuracy. Researched and resolved accounting discrepancies. Prepared capital calculations quarterly. Performed account reconciliations.

WILLIAM ECKLER, PUBLIC ACCOUNTANT, Neptune City, NJ

Staff Accountant ■ 2002 – 2004

Provided a wide range of general accounting service for a diverse individual and commercial clientele. Prepared state and federal partnership and corporate tax returns. Prepared state and federal quarterly payroll tax returns as well as quarterly payroll reports. Prepared balance sheets and income statements. Streamlined monthly accounting reports, resulting in greater accuracy, efficiency, and productivity.

- **Instituted a comprehensive accounting system for a fine dining restaurant;** created and managed efficient general accounting processes for A/P, A/R, account reconciliations, and cash management.

FIRST INVESTORS, Woodbridge, NJ

Senior Accountant – First Investors Federal Savings Bank ■ 2000 – 2001

Managed and coordinated the preparation of two major financial reports for a federal savings bank. Analyzed quarterly reports to research and compile financial data. Performed extensive account reconciliation. Maintained funding of the disbursement account. Prepared asset size projections, reserve analysis, and capital calculations.

- **Developed monthly calendar and schedules to ensure departmental objectives were achieved;** supervised and directed activities of support staff; prioritized and delegated daily work assignments.
 - Instrumental in minimizing bank's risk to financial penalties through the timely completion of daily reports.
 - Restructured departmental record-keeping system, resulting in a significant increase in operational efficiency.

Accountant ■ 1998 – 2000

Performed general accounting activities and reported directly to Chief Financial Officer. Reconciled 11 bank accounts monthly. Analyzed accounts to identify and resolve discrepancies. Performed reconciliation of multimillion dollar accounts. Prepared daily and weekly commission journals for 500+ sales representatives. Maintained customer, fund, and dealer ledgers for various company accounts.

- **Selected by CFO to participate on a major project involving the elimination of a large bank account;** traced all transactions for one month to aid in the development of a consolidation strategy.

Personal and professional references are available upon request.

Christine Power



RESTAURANT EXPERIENCE

Waitress

The Columns

Avon, New Jersey

Waitress

The Parker House

Sea Girt, New Jersey

Hostess

Tony Toma's

San Francisco, California

Bartender/Cocktail waitress

Yancy's Saloon

San Francisco, California

Waitress/Hostess

Beach House Bar and Restaurant

Spring Lake, New Jersey

Waitress

Harrigans

New Jersey

Bartender (14 years)

Bar Anticipation

Belmar, New Jersey

TEACHING RELATED EXPERIENCE

Behavioral Therapist

Caring Family Community Services

Manalapan, New Jersey

Provided in-home community clinical support for caregivers and children with behavioral and emotional disturbances. Services include individual and family therapy, clinical consultation/evaluation, child/youth behavioral management and family counseling.

Teacher/Counselor

New Horizons in Autism

Neptune, New Jersey

Delivered community based services to individuals with Autism as well as their families. Worked directly with individuals to improve and enhance everyday living skills and the social challenges they face. Exercised Applied Behavioral Approach with communication and social skills when needed.

EDUCATION

Bachelor of Arts/ Sociology

San Francisco State University

San Francisco, California

Master of Arts /Education: *Teacher Certification K-5 with students with disabilities endorsement.*

Georgian Court University

Lakewood, New Jersey

SCHOOL EXPERIENCE

BRICK SCHOOL DISTRICT

Lanes Mill Elementary School- K-2 Multiple Disabilities (MD) Classroom

Instructional Assistant in Autistic Program- Academic and Behavioral Support 2015-2016

Warren Wolf Elementary School- Kindergarten Language Learning Disabilities (LLD) Classroom

Instructional Assistant- Academic and Behavioral Support 2014-2015

WALL SCHOOL DISTRICT

2011-2014

Substitute Teacher K-12

DEAL ELEMENTARY SCHOOL

Spring 2010

Student Teaching, Kindergarten

Assumed daily routine and implemented differentiated teaching strategies for diverse learners while emphasizing social awareness, kindness and the importance of collaboration and acceptance. One-on-one experience with Wilson Reading System.

BELMAR ELEMENTARY SCHOOL

Fall 2009

90 Hours of Observation, Grade 3

Implementation of eight formal lessons for observation and supporting cooperating teacher with alternate methods of reaching diverse learners.

MANASQUAN ELEMENTARY SCHOOL

Spring 2009

60 Hours of Observation, Kindergarten

Observed highly qualified teacher who demonstrated effective communication and classroom management techniques

VOLUNTEER WORK

Referral and Support

San Francisco Suicide Prevention

San Francisco, California

Completed comprehensive training program to assess high-risk suicidal individuals. Once requirements were satisfied, provided information, support and informative options to callers on a confidential basis.

Confidante

Little Brothers Friends of the Elderly

San Francisco, California

Maintained open, supportive and confidential relationships with elders in an interactive manner. Had direct contact with individuals with Alzheimer's, Dementia and other related physical and emotional challenges. Referred and guided individuals to community based programs and facilities.

SKILLS

Experienced in ABA and VB therapy for students with Autism

Highly organized, able to multi-task and resourceful in problem solving

Skilled observer, fostering strong attention to detail with a professional demeanor

Exceptional verbal and written communication skills

Ability to implement evolving technology into the classroom

Comprehensive understanding of Wilson Reading System

Compassionate, understanding and respectful with a strong emphasis on responsibility and equality in and out of the classroom

References Available Upon Request

Bank Account Information
[Intentionally Omitted]

Tax Account Maintenance

Block 11

Lot 3

Qualifier

NO PERSONAL CHECKS

Tax Bill

Restricted Edit

Owner: **MCGRYV INC**
 Address: **1704 MAIN STREET**

General Assessed Values Additional Billing Deductions Balance All Charges Add/Omit

Year	Qtr	Type	Billed	Principal Balance	Interest	Total Balance
2016	2		2,329.61	.00	.00	.00
2016	1		2,329.62	.00	.00	.00
2016		Total	4,659.23	.00	.00	.00
2015	4		2,489.17	.00	.00	.00
2015	3		2,489.18	.00	.00	.00
2015	2		2,170.05	.00	.00	.00
2015	1		2,170.05	.00	.00	.00

Other Delinquent Balances: .00 Interest Date: 05/05/16 Interest Detail

Other APR2 Threshold Amt: .00 Per Diem: .0000 Last Payment Date: 05/05/16

TOTAL TAX BALANCE DUE

Principal	.00	Penalty	.00
Misc Charges	.00	Interest	.00
Total	.00	Total	.00

Informational Printing in a Tax Chapter

Utility Account Maintenance

Accountid: 439 0 Type: R01
 Owner: MACTAV INC
 Property: 1704 MAIN STREET
 City: ... State: ... Zip: ...
 NO PERSONAL CHECKS
 Notes: EMIS

General Additional Water Sewer W/S Meter Balances Recent Activity
 Total Balances Water Sewer Aged

	Principal Balance	Interest	Total Balance	Current Due
Water	1,732.00	.00	1,732.00	.00
Sewer	1,284.00	.00	1,284.00	.00
Total	3,016.00	.00	3,016.00	.00

Deposit Balance: Water .00 Sewer .00
 Interest: .00
 Last Utility Pymt: 05/05/16
 Arty Deposits: Interest Date: 05/05/16
 Transfer Deposits:

**[Bank Account Information
[Intentionally Omitted]d**



Borough of Lake Como

1740 Main Street, P.O. Box 569 • Lake Como, New Jersey 07719-0569
(732) 681-3232 • FAX (732) 681-8981

Brian T. Wilton
Mayor

Louise A. Mekosh
Borough Clerk/Administrator

5/5/14

MACTAV INC
1704 MAIN ST.
LAKE COMO, NJ 07719

Re: Status Letter

Block 11 Lot 3 Qual
Address: 1704 MAIN ST

To Whom It May Concern:

As per your request for the above referenced property, our records indicate the following status:

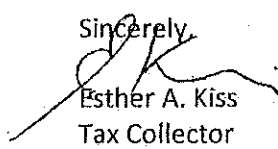
Real Estate Taxes: Current Delinquent

Water/Sewer Charges: Current Delinquent

Supporting documentation attached: ☒ Yes ☐ No

Please contact me if you have any questions.

Sincerely,


Esther A. Kiss
Tax Collector

**Tax Information [Intentionally
Omitted**

V. Monetary Proposal (Part 5)

Fixed Monthly Rent

The bidder proposes to pay a fixed monthly rent of \$2,500.00.

Variable Monthly Rent

The bidder proposes the following terms for the variable monthly rent:

7.2% of all monthly gross receipts from zero to \$50,000.00

8.0% of all monthly gross receipts from \$50,000.00 to \$75,000.00

8.5% of all monthly gross receipts from \$75,000.00 to \$100,000.00

9% of all monthly gross receipts over \$100,000.00

VI. Changes (Part 6)

None



STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF PARKS AND FORESTRY
BEST AND FINAL OFFER

Operation of
The Spring Meadow Inn
at Spring Meadow Golf Course

INITIAL RFP RESPONSE:

BASE RENT:

\$2,500 per Month

\$30,000 Annually

MONETARY PROPOSAL:

7.2 % of all monthly gross receipts from zero to \$50,000

8% of all monthly gross receipts from \$50,000 to \$75,000

8.5% of all monthly gross receipts from \$75,000 to \$100,000

9% of all monthly gross receipts over \$100,000

PHASE ONE:

Outside deck, tables, umbrellas, outside bar \$45,000

Dining Room, remove and replace carpets remove wall and bar décor, clean and paint new equipment Add new bar equipment, glass washer and draft beer system \$15,000

PHASE TWO:

Kitchen Remove old/broken equipment clean and paint, new equipment \$30,000

Halfway house clean and paint new equipment tables and umbrellas \$12,000

TOTAL PHASE ONE /TWO \$102,000

BEST AND FINAL OFFER:

BASE RENT:

\$2,800.00 per Month

\$33,600.00 Annually

MONETARY PROPOSAL:

7.2% of Annual Total Gross Revenue less sales tax from zero to \$500,000

8% of Annual Total Gross Revenue less sales tax from \$501,000.00 to \$750,000.00

8.5% of Annual Total Gross Revenue less sales tax from \$751,000.00 to \$899,000.00

9% of Annual Total Gross Revenue less sales tax from \$900,000.00 and over.

PHASE ONE/TWO to be completed within 12 months:

Outside deck, tables, umbrellas, outside bar \$45,000

Dining Room, remove and replace carpets remove wall and bar décor, clean and paint new equipment Add new bar equipment, glass washer and draft beer system \$15,000

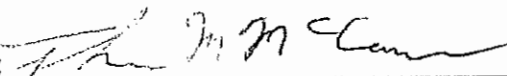
Kitchen Remove old/broken equipment clean and paint, new equipment \$30,000

Halfway house clean and paint new equipment tables and umbrellas \$12,000

TOTAL PHASE ONE /TWO \$102,000

Bidder Name: Thomas McCann

Bidder Address: 1704 Main Street, Lake Como, New Jersey 07719

Signed:  Title: Owner

ADDITIONAL PROVISIONS SUBMITTED BY APPLICANT

1. Upon expiration of the lease term, applicant shall have right of first refusal for renewal of same.
2. Initial Lease term shall expire on October 31, 2021.
3. Financial terms of proposal are subject to applicant's ability to sell alcohol on premises from the inception of the lease term while approval of the NJ DABC Annual State Permit is pending.
4. Construction of proposed outside deck/bar/seating area is subject to applicant's receipt of timely approvals and/or permits from state and/or municipal authorities if needed.
5. Proposed outside deck/bar/seating area shall be considered part of the premises for purpose of selling alcoholic beverages as described in the RFP.

Exhibit B

EXHIBIT B

AERIAL MAP OF OPERATIONL AREA

**Spring Meadow Inn
(Exhibit A)**

Propane Tank

Delivery Area

Restaurant



**Halfway House Location on Course
(Exhibit A1)**

Halfway House

Restaurant

Google earth

© 2015 Google

1000 ft



Exhibit C

EXHIBIT C

LIST OF OPERATORS PERSONAL PROPERTY

On or before August 1, 2016 Operator shall provide to the Department the list of personal property as identified in Paragraph 1.B of the Operating Agreement.

Gunson, Joe

From: [REDACTED]
Sent: Monday, June 12, 2017 11:50 AM
To: Gunson, Joe
Cc: Chidley, George
Subject: Re: Transfer Phone Line
Attachments: DEP Inventory.pdf

Joe,

Please see attached list of operator's personal property being used in the operational area. Below I've listed small wares as I wasn't sure if you needed these as well.

Tin's
Plates
Hot plates
Chaffing pans
Golf service cart
Glasses
Registers
Plants
TV's

Please review and let me know if you have any questions or concerns at your earliest convenience.

Thanks and have a nice day!
Carole Manolio

-----Original Message-----

From: Gunson, Joe <Joe.Gunson@dep.nj.gov>
To: Cmanolio, [REDACTED]
Cc: Chidley, George <George.Chidley@dep.nj.gov>
Sent: Wed, Apr 12, 2017 7:26 am
Subject: RE: Transfer Phone Line

Tom

So unless something changes, we are set to meet with you at the Spring Meadow Inn on Friday, May 5th at 10:00am.

Joe

From: Cmanolio, [REDACTED]
Sent: Tuesday, April 11, 2017 3:54 PM
To: Gunson, Joe
Cc: Chidley, George
Subject: Re: Transfer Phone Line

Joe,

I am waiting on the documentation from Verizon on the transfer of ownership and will forward as soon as I receive. The best date to meet George would be May 5th at 10:00 a.m.
I am completing the personal property items now and will forward as soon as complete.

Thanks,

Equipment	Serial #	Model #
Restaurant		
Bain Marie	5233186	A1A-48-T
Bain Marie	N/A	SP60-16
Bain Marie	N/A	SP60-16
Beer Cooler	6729924	TD-50-18
Freezer	42175	BF-1308-1
Fryer	0910MA0879	SR142GP
Oven	0305CJ0289	806-1
Perlick	645406	4404
Slicer	915140114911	808
Soda	ZNN136589P	
Trowlson	337119	GHT1-32WUT
Halfway House		
Commercial Refrigerator/Freezer - Beverage Air	R134A	DW64
Electronic Cash Register - Sharp (not in use)	9D025515	XE-A102
Electronic Cash Register - Sharp (in use)	8035985	ER-A330
Household Refrigerator/Freezer - General Electric	GD400828	PSS25SGNA
Kenmore Freezer	1D60342780	253.12702410
Microwave - Whirpool	TR 2 13 18165	WMH32517AW-0
Refrigerator - Peerless of America (not working)	S60	TP84D

Exhibit D
[Intentionally
Omitted]

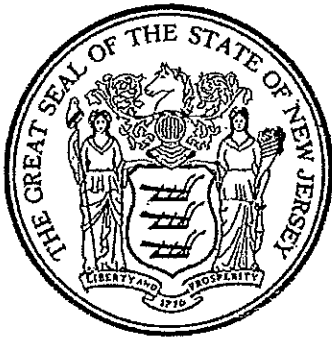
Exhibit E

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES**

FILING CERTIFICATION (CERTIFIED COPY)

**MCANN'S AT THE MEADOWS LLC
0450087428**

I, the Treasurer of the State of New Jersey, do hereby certify, that the above-named did file and record in this department the below listed document(s) and that the foregoing is a true copy of the formation certificate as the same is taken from and compared with the original(s) filed in this office on the date set forth on each instrument and now remaining on file and of record in my office.



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
30th day of June, 2016*

A handwritten signature in cursive script, reading "Ford M. Scudder".

*Ford M. Scudder
Acting State Treasurer*

*Certificate Number : 4017485175
Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp*

Exhibit F

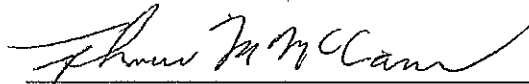
**UNANIMOUS CONSENT IN LIEU OF
MORE FORMAL RESOLUTION
MAC-TAV, LLC AKA DBA MCCANN'S AT THE MEADOW**

The undersigned, being the sole Member/Manager of MAC-TAV, LLC a New Jersey Limited Liability Company (herein, the "Company"), does hereby unanimously consent to the following action taken:

1. The authorization of the Company resolves authorization of submission of proposal for operating Spring Meadow Inn, Spring Meadow Golf Course to the State of New Jersey, Department of Environmental Protection (DEP).
2. Authorizing McCann's at the Meadow to obtain a ABC Alcohol/Liquor License Application.
3. The Company's Sole Member, Thomas M. McCann is authorized to execute any and all documents necessary to give effect to the submission, and in his absence Constantine Bardis, Esq. is authorized to sign any and all said documents pertaining to said transaction.

IN WITNESS WHEREOF, I have hereunto set my hand as of the day and year first above written.

MAC-TAV, LLC AKA DBA MCCANN'S AT THE MEADOW
A New Jersey Limited Liability Company



By: Thomas M. McCann, Sole and Managing Member

DATED: June 30, 2016

EXHIBIT G
[Intentionally
Omitted]