

**MONMOUTH COUNTY PARK SYSTEM
805 NEWMAN SPRINGS ROAD
LINCROFT, NJ 07738
(732) 842-4000**

**FURNISHING OF A MOBILE FOOD/SNACK/BEVERAGE CONCESSION VEHICLE SERVICE
AT HOLMDEL PARK, MANASQUAN RESERVOIR, AND SEVEN PRESIDENTS
OCEANFRONT PARK**

BID NO: #0041-15

ADVERTISED: THURSDAY, APRIL 9, 2015

BIDS DUE: TUESDAY, APRIL 28, 2015 at 10:00 AM

TO APPEAR IN PAPER: THURSDAY, APRIL 9, 2015

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Monmouth County Board of Recreation Commissioners at the Monmouth County Park System HEADQUARTERS BUILDING, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey 07738, until **10:00 a.m.**, prevailing time on **TUESDAY, APRIL 28, 2015** and then publicly read aloud for the following:

- 1. FURNISHING OF A MOBILE FOOD/SNACK/BEVERAGE CONCESSION VEHICLE SERVICE AT HOLMDEL PARK, MANASQUAN RESERVOIR, AND SEVEN PRESIDENTS OCEANFRONT PARK (BID #0041-15)**
- 2. TEMPORARY USE AND OCCUPANCY OF MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS' LAND FOR AGRICULTURAL USE FOR THE YEARS 2015-2016-2017-2018 (BID #0042-15)**

Bid Documents, including Instructions to Bidders, complete Plans and Specifications, and Proposal Forms may be obtained by qualified bidders on our website at www.monmouthcountyparks.com; **“Do Business with Us;” “Request for Bids”** or at Monmouth County Park System, Headquarters, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey 07738 between the hours 8:00 a.m. and 4:30 p.m., Monday through Friday. If requested by potential bidders, the Monmouth County Park System will mail a bid packet to such bidders. The Monmouth County Park System only assumes the responsibility for email and /or fax notifications and for placing bid packet in the mail, and not for the proper and timely delivery of such notices or packets.

Bids must be submitted on the proposal form provided or an exact duplicate in the manner designated and required by the specifications. Bid submitted must be enclosed in sealed envelopes bearing the name and address of the bidder, the title of the bid, and the words “Sealed Bid.” Bids are to be addressed to the Purchasing Agent, Monmouth County Board of Recreation Commissioners, 805 Newman Springs Road, Lincroft, New Jersey 07738. Bids must be delivered at the place and before the hour mentioned above.

All bidders are required to comply with requirements of P.L. 1975, c.127, N.J.S.A. 10:5-31, et seq. (N.J.A.C. 17:27) (Affirmative Action), 42 U.S.C. 512101, et seq. (Americans with Disabilities Act), and N.J.S.A 40A:11-16 “Designated Subcontractors,” N.J.S.A. 52:32-44 (Business Registration) and N.J.S.A. 34:11-56.25, et seq. (Prevailing Wage), "The Public Works Contractor Registration Act" (P.L.1999, s.238, as amended by P.L.2003, c.91), and all other laws and regulations that apply to bidding and the performance of the proposed contract.

The Monmouth County Board of Recreation Commissioners reserves the right to waive any informality in, or to reject any or all bids, and to award contracts in whole or in part, if deemed in the best interest of the Board to do so.

The Monmouth County Board of Recreation Commissioners shall reserve the right to hold bids for sixty (60) days prior to award of contracts.

All inquiries are to be directed to the Purchasing Department at (732) 842-4000.

By order of the Board of Recreation Commissioners of the County of Monmouth.

Fred J. Rummel, Chairman
James J. Truncer, Secretary-Director
Stephanie Weise, Purchasing Agent

GENERAL CONDITIONS

1. All bidders must submit their proposals on the enclosed forms and must furnish all required information. FAILURE TO PROPERLY EXECUTE THESE FORMS MAY BE CAUSE FOR REJECTION OF THE BID.
2. The bid must be enclosed in two (2) sealed envelopes, one inside the other. The word "BID" must be written on both envelopes. The outside envelope must bear the title of the bid, the date of the bid opening, and the name and address of the bidder.
3. Included with this specification is a true copy of the contract that will be the formal contract to be executed by the successful bidder.
4. The quality of items to be furnished is as set forth in detail in the proposal
5. Any brand names mentioned in the specification shall be deemed to include the words "or approved equal", and bids submitted on other brands must include detailed information and specifications that may be used for the purpose of making comparisons.
6. All bidders must indicate any variation to the specifications, terms, and conditions, no matter how slight. If no variances are indicated, it will be defined to mean that the specification will be fully complied with.
7. Items of foreign origin must be so indicated. Your signature to the bid proposal will be taken as your certification that all manufactured articles and materials not so indicated, have been made or produced in the United States (40 A:11-18)
8. The bidder, if awarded a contract, agrees to protect, defend and save harmless the contracting unit against any damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the contracting unit from suits or actions of every nature and description brought against it, for, or on account of any injuries or damages received or sustained by an party or parties by, or from any of the acts of the contractor, his servants or agents.
9. The Monmouth County Board of Recreation Commissioners reserves the right to reject any or all bids and to waive any minor defect or informality in any bid, should it be in the best interest of the Board to do so.
10. The Board of Recreation Commissioners has up to sixty (60) days to make the award. If addition time is required beyond sixty (60) days, the contracting unit may request permission to do so from any one of the three apparent lowest responsible bidders for an additional period of time to be agreed to by the contracting unit and bidders.
11. In the event that the bidder to whom the contract is awarded should fail to enter into a contract, the Board of Recreation Commissioners may, at its option, accept the proposal of the next lowest bidder.
12. Should the contractor fail to fulfill the terms of the contract within the specified time, the Board of Recreation Commissioners reserves the right to rescind the contract and secure the items or services elsewhere. The contractor is responsible for any additional cost incurred as a result of this action.
13. All items are to be delivered F.O.B. destination specified. The maximum of days allowable for delivery is indicated in the specification and must be adhered to.
14. The County of Monmouth and the Board of Recreation Commissioners are exempt from all Federal, State, and Municipal sales and excise taxes. The New Jersey Sales Tax Exemption Number is 69-0220842.

15. Following delivery, an invoice and a signed Monmouth County payment voucher must be submitted to the Board of Recreation Commissioners. Payment will be made upon approval of the voucher by the Monmouth County Board of Recreation Commissioners and the Monmouth County Board of Chosen Freeholders

16. MANDATORY BUSINESS REGISTRATION CERTIFICATE

**NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS
NON-CONSTRUCTION**

All New Jersey and out of state business organizations must obtain a Business Registration Certificate (BRC) from the Department of Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of Treasury, State of New Jersey, must be submitted. No contract will be awarded without proof of business registration with the Division of Revenue. The contract will contain provisions in compliance with N.J.S.A. 52:32-44, as amended, outlined below.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor.

Before final payment of the contract is made by the contracting agency, the contractor shall submit an accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and each subcontractor and each of its affiliates (N.J.S.A 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the "Sales and Use Tax Act" (N.J.S.A. 54:32 B-1, et seq.) on all sales of tangible personal property delivered into this state.

A business organization that fails to provide a copy of a registration as required pursuant to section 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (N.J.S.A. 5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

Sample Business Registration Certificates are attached. Certain other forms, such as a Certificate of Authority to collect Sales and Use Taxes or a Certificate of Employee Information Report Approval, are **not** proof of business registration.

Any questions in this regard can be directed to the Division of Revenue at (609) 292-9292. Form NJ-REG can be filed online at: <http://www.state.nj.us/treasury/revenue/gettingregistered.shtml>

**THESE ARE SAMPLES OF THE ONLY ACCEPTABLE
N.J. BUSINESS REGISTRATION CERTIFICATES:**

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name:	
Trade Name:	
Address:	
Certificate Number:	
Effective Date:	
Date of Issuance:	
For Office Use Only:	

OR

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE FD 504 202 TRENTON, N.J. 08646-0252</small>
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
		 Acting Director New Jersey Division of Revenue
<small>FORM-BRC(05-01)</small>		<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>

17. Any proposal not meeting the requirements set forth herein may be rejected.
18. If this is an on-call supply contract for a stated period of time or a service contract, whether or not for a stated period of time, the County may cancel the contract or portions thereof, without cause, upon written notice to the contractor. If an on-call supply contract is cancelled or partially cancelled by the County under this provision, the contract shall be entitled to payment only for the goods called for by the County prior to the cancellation, at the contract rate(s), upon delivery of those goods to the County, but not for the overhead and profit associated goods not called for by the County. In the alternative, at its option, the County may also cancel any or all called for orders for goods, provided that the County will compensate the contractor for the contractor's reasonable overhead and profit related to such order, but not for the overhead and profit associated with any other goods not called for by the County. Likewise, a service contractor shall be entitled to payment for services duly requested by the County and rendered by the contractor prior to the cancellation, also at the contract rate(s), but not for the overhead and profit associated with services not performed. If a contract is partially cancelled, the remainder of the contract shall continue in effect, subject to reasonable adjustment to cover the contractor's actual increased costs, if any, in supplying the remaining goods and services.

**ALL BIDS SUBMITTED SHALL INCLUDE THE ATTACHED "BIDDER'S
CHECKLIST" ALONG WITH A SIGNED PROPOSAL AND ALL REQUIRED
DOCUMENTS LISTED ON THE CHECKLIST**

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

GENERAL SPECIFICATIONS

INTENT:

It is the intent of this specification to describe and govern the **FURNISHING OF A MOBILE FOOD/SNACK/BEVERAGE CONCESSION VEHICLE SERVICE AT HOLMDEL PARK, MANASQUAN RESERVOIR, AND SEVEN PRESIDENTS OCEANFRONT PARK (BID #0041-15)** hereafter, referred to as the items.

SCOPE:

The bidder is to furnish and deliver any or all items as called for in the specifications as instructed by the Agency.

GENERAL:

The items shall be new and of the latest design. The items shall be furnished complete in every detail and ready for use when delivered to the Agency. Any item differing in minor details from these specifications may be considered, provided such differences are clearly noted and described in detail by the bidder and attached to the proposal and considered by the purchaser to be, in all essential respects in compliance with these specifications. If requested the bidder shall bring to the Agency, the items or a portion thereof, for a final inspection before the bid is awarded. The agency reserves the right to inspect manufacturing and warehouse facilities.

EQUAL/TIE BIDS:

In the event of equal or tie bids, the agency reserves the right to award, at its discretion, to any one of the equal or tie bidders.

PRICE DISCREPANCY:

If there is a discrepancy between the extended price and the unit price, the unit price shall prevail and the agency retains the right to recompute the extended price.

The agency also retains the right to check tie addition of all extended prices regardless of whether or not there is a discrepancy between the extended prices and the unit price. If the total sum of the extended price is incorrect, as a result of the bidders faulty arithmetic calculations, the agency will substitute the correct price and inform the vendor of the change.

GUARANTEE:

The bidder shall guarantee that the items and all its parts shall comply with this specification.

PRODUCT:

Only manufactured and farm products of the United States wherever available, shall be used in the performance of the specifications.

QUANTITY:

Quantities stated in the specifications are approximate quantities only, and the agency reserves the right to increase or decrease the quantities without increase or decrease in price.

PROPOSAL

FORM:

Prices are to be quoted for each item to be bid upon by bidder. The Board of Recreation Commissioners reserves the right to accept or reject any or all items listed on the proposal and to award the contract in whole or in part as deemed in the best interest of the Board of Recreation Commissioners.

SAMPLE ONLY - PAGE #1

CONTRACT

This AGREEMENT, made and entered into this day of A. D. Two Thousand and - and between the MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS, a body corporate and politic of the State of New Jersey, party of the first: part; AND

party of the second part.

WITNESSETH: That in consideration of the payments hereinafter specified and agreed to be made by the party of the first part, the party of the second part hereby covenants and agrees to furnish and deliver to the Monmouth County Board of Recreation Commissioners, in strict and entire conformity with the specifications hereto annexed, which are made a part of the Agreement as fully with the same effect as if the same had been set forth at length in the body of this Agreement.

The party of the second part agrees to make payment of all proper charges and labor and materials required in the aforementioned work, and indemnify and save harmless the party of the first part, its officers, agents and servants and each and every name and description, including royalty fees and claims for the use of patented materials or payments and from all damages to which the said party of the first part or any of its officers, agents and servants may be put by reason or injury to the person or property of others resulting from carelessness in the performance of said work, or through any improper or defective machinery, implements or appliances used by the said party of the second part in the aforesaid work, or through any act or omission on the part of the said party of the second part, or his agent or agents.

It is also agreed and understood that the acceptance of the final payment by the contractor shall be understood as a release in full of all claims against, out of, or by reason of the work done and materials furnished under this contract.

If proposals received for this contract include unit prices, the party of the first part reserves the right to increase or decrease any or all quantities in each item at the unit price bid.

IN CONSIDERATION OF the premises, the party of the first part agrees to pay the party of the second part for the said furnishing and delivery of

SAMPLE ONLY - PAGE #2

the same payable at the time and in the manner set forth in the specifications and proposal in connection with the same, which are a part of this contract, the same as though specifically set forth herein and attached hereto and made a part hereof is a true copy of the advertisement for bids.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be signed by the Chairman and attested by its Secretary, with it's corporate seal hereto affixed, on *this* day and year first above written. The party of the second part Is required to tactfully execute and carry out all requirements of the Affirmative Actions of P.L. 1975 c. 127.

MONMOUTH COUNTY BOARD OF
RECREATION COMMISSIONERS

BY: _____
Fred J. Rummel, Chairman

BY: _____

ATTEST:

ATTEST:

James J. Truncer
Secretary-Director

DATE: _____

DATE: _____

**SPECIFICATIONS FOR THE FURNISHING OF A MOBILE
FOOD/SNACK/BEVERAGE CONCESSION VEHICLE SERVICE AT HOLMDEL
PARK, MANASQUAN RESERVOIR, AND SEVEN PRESIDENTS OCEANFRONT
PARK TO THE MONMOUTH COUNTY BOARD OF RECREATION
COMMISSIONERS, LINCROFT, NEW JERSEY 07738.**

SCOPE:

It shall be the purpose of this contract to make available to the Monmouth County Park System an authorized sole source mobile food concession vendor for the furnishing of mobile food/snack/beverage concession vehicle at Holmdel Park, Manasquan Reservoir, and Seven Presidents Oceanfront Park.

LOCATIONS:

Holmdel Park - 44 Longstreet Road, Holmdel, NJ 07730

Manasquan Reservoir - 311 Windeler Road, Howell, NJ 07731

Seven Presidents Oceanfront Park - 221 Ocean Avenue North, Long Branch, NJ 07740

Holmdel Park – attendance for 2014 was 1,029,401

Manasquan Reservoir – attendance for 2014 was 1,126,626

Seven Presidents Oceanfront Park – attendance for 2014 was 414,958

- The quality of food, snacks and beverages, its preparation and service, and surroundings shall be first class.
- To service and dispense according to the schedule contained herein and to provide in adequate quantities and service to meet the needs of the public and in accordance with standards outlined in these specifications.
- Concessionaire shall be operated solely for the purpose of serving lunch and snack type meals to the daily visitor.
- All general park rules and regulations regarding the use of park property shall be observed and enforced at all times.
- The Concessionaire may not assign, sublet, nor may concessions be granted for the performing of any obligations required of Concessionaire.
- No merchandise or novelty item shall be sold under the terms and conditions of this contract.
- The sale of alcoholic beverages is prohibited in this contract.
- The sale of cigarettes, cigars, or any other tobacco products is prohibited in this contract.

LOCATION:

Concessionaire will be permitted to dispense food/snacks/beverages from a mobile self contained unit within a pre-determined space at each park. The exact location will be determined upon award.

PROPOSAL:

The attached proposal must be submitted in order for the bidder to be considered. The vendor may bid on any or all proposals. The Purchasing Committee reserves the right to accept or reject any or all proposals and to award in the manner deemed to be in the best interest of the agency.

PERIOD OF CONTRACT:

- **Holmdel Park**
 - The contract period shall be May 1, 2015, or date of award, through September 30, 2015.
 - The vendor is only required to operate the concession on weekends through Memorial Day and after Labor Day.
- **Manasquan Reservoir**
 - The contract period shall be May 1, 2015, or date of award, through September 30, 2015.
 - The vendor is only required to operate the concession on weekends through Memorial Day and after Labor Day.
- **Seven Presidents Oceanfront Park**
 - The contract period shall be May 22, 2015 or date of award through September 7, 2015.

Should the contractor dispose of his business during the contract period, all obligations shall pass to the new owner, who shall be required to submit a proposal in accordance with the requirements of the contract.

CONDITIONS:

- Dates and times of operation:
 - **Operation Period:** May 1 – Sept. 30, 2015
 - **Minimum hours of operation:** 11 am- 4:00 pm
- The Concessionaire has the option to arrive on the premises and operate the mobile food/snack/beverage concession prior to 11:00 am at their own discretion, but may not arrive prior to 10:00 am.
-
- The Concessionaire has the option to remain on the premises and operate the mobile food/snack/beverage concession vehicle after 4:00 pm at their own discretion, but must vacate the premises no later than 6:30 pm.
- Mobile food/snack/beverage concession vehicle:

Concessionaire shall at its own expense provide a fully equipped, completely contained mobile retail food unit sufficient to satisfy the requirements of this agreement and shall maintain and operate said unit and all equipment in good condition, in complete compliance with Chapter 24, of the New Jersey State Sanitary Code N.J.A.C. 8:24

entitled “Sanitation in Retail Food Establishments and food and Beverage Vending Machines”. Concessionaire must also comply with current county and state fire codes. Concessionaire must be inspected and approved by the Monmouth County Board of Health and County Fire Marshall prior to the sale of food. The mobile vehicle shall have a current Motor Vehicle Inspection stamp issued by the State Motor Vehicle Department stating that the vehicle is in good working condition if applicable.

RESPONSIBILITIES OF THE CONCESSION VENDOR:

- Concessionaire is responsible for providing a self-contained mobile food unit. Food concession units such as trucks and trailers are acceptable. Food concession units such as a stand-alone grills, carts, or vending from under a tent are not acceptable. Vendor must submit a description and photo of the proposed food concession with the bid and the type and condition of the unit will be considered during the award process.
- Concessionaire is responsible for furnishing any and all equipment required to provide food items offered.
- Concessionaire must provide sufficient personnel to operate the concession mobile unit pursuant to the hours of operation established by this contract.
- Concessionaire is responsible for the cleaning and sanitizing of the food preparation and serving area including all equipment, utensils, trays, counters, etc.
- Concessionaire is responsible to ensure that all garbage, trash and litter generated by the mobile food concession vehicle is properly handled and disposed of. Disposal of all garbage and trash, etc. will be done by the Park System. Concessionaire will be responsible for the daily collection and bagging of garbage and will remove same from the mobile food unit and place in designated area. Park System personnel will transport properly bagged garbage and separated recyclables to the park maintenance area and place in Park System garbage dumpsters.
- Concessionaire and his/her employees must not smoke in or around the vicinity of the mobile food concession area.

MAINTENANCE OF CONCESSION PREMISES:

Concessionaire is solely responsible for the maintenance and cleanliness of the mobile food/snack/beverage concession vehicle and the surrounding area.

RECYCLING:

- Single Stream Recycling

The Monmouth County Park System has contracted with an outside company to provide the Park System with single stream recycling services. Single stream recycling allows the mixing of materials that previously had to be separated. Now the following materials can be collected together, bagged and disposed of in a single stream container.

- #1 and #2 plastic and glass (clear, broken and green). food and drink containers.
- Aluminum, steel and tin food containers.

- Items such as corrugated cardboard, clip board, newspapers, brown paper bags and magazines.
- Plastic bags and trash cannot be disposed of in the single stream container.
- Disposal

The Concessionaire will be required to bag all recycled material in compliance with the single stream requirements. Bags are to be placed outside the mobile food/snack/beverage concession vehicle on a daily basis. Park System personnel will transport bags to Park System recycling dumpster.

COOKING OIL DISPOSAL:

If Concessionaire contains a grill or fryer, all vegetable oil and grease is to be repackaged in original containers and disposed of through an approved recycler at the Concessionaire's expense. A grease recycler operating in the Jersey Shore area is MOPAC of Souderton, PA. Telephone number is 732-674-5624 or information is available on the internet at greaseland.com.

MENU:

Concessionaire shall be required to submit with their bid sample menus for the mobile food/snack/beverage concession vehicle

MENU PRICING:

Concessionaire shall be required to submit their current menu prices for items sold in the mobile food/snack/beverage concession vehicle

GENERAL FOOD SPECIFICATIONS:

Concessionaire shall serve only top quality grade food and drinks. Quality and portions to comply with, but not limited to the following:

- Hot Dogs - minimum 8/lb. all meat, beef and or pork
- Hamburgers - minimum 85% lean
- French Fries - Idaho Grade A fancy long; Simplot Classic or equivalent
- Italian Ice
- Ice Cream-packaged
- Fresh Fruit
- Soda-Only national brands of soda may be sold (i.e. Coke, Pepsi etc.) Soda must be dispensed out of an approved soda fountain system or individual aluminum cans or plastic bottles.
- Juice
- Water- Only national brands of bottled water (i.e. Poland Spring, Deer Park etc...)
- Pre-packaged candy
- Popcorn
- Chips and Cookies

UTILITIES:

No utilities are available at these locations. No portable generators may be used by the vendor.

IDENTIFICATION:

The mobile food/snack/beverage concession vehicle must clearly and professionally display the company name and phone number of the business.

LABOR:

The Concessionaire shall and will be required to conform to the labor laws of the State of New Jersey and the various acts amendable and supplementary thereto.

The Concessionaire shall not permit any agent or employee to remain in or upon the premises of the Park System occupied by the Concessionaire for any period of time longer than is normally necessary to secure the premises, perform minor clerical work, and necessary maintenance and janitorial services.

The Concessionaire shall employ only competent and satisfactory workmen, and whenever the Park System shall notify the Concessionaire in writing that any person employed on the premises, in its opinion, is incompetent, disorderly, unsanitary, or otherwise unsatisfactory, such person shall be removed and shall not again be employed at the facilities of the Park System.

STAFF:

All prospective workers shall be checked against the records at the New Jersey State Police Megan's Law website <http://www.state.nj.us/lps/njsp/info/regsexoffend.html> for New Jersey sex offenders and out of state residents should be checked against records at www.klaaskids.org listed under their perspective state.

In accordance with Monmouth County Board of Chosen Freeholders Resolution 05-815 Prohibiting Certain Sexual Offenders from Using Monmouth County Facilities Where Children Commonly Gather:

Any applicant who allows any person over the age of 18 who has been convicted of any crime against a minor as listed in N.J.S.A. 2:C7-2, or convicted of a similar crime under statutes of any other state or nation, and who, as a result of said conviction, is required to register with proper authorities pursuant to N.J.S.A.

UNIFORMS:

All employees, to include owners, operators, and laborers, shall be required at all times to wear a uniform identifying themselves as an employee of the Concessionaire. Uniforms are to consist of mandatory Concessionaire shirt and name tag. All employees are to be clean and neat in appearance while the Concessionaire is open for business.

TAXES:

All taxes and assessment, confirmed or unconfirmed, if any arising out of the use and occupancy of the premises hereunder, shall be paid by the Concessionaire. The Park System makes no representations regarding any such taxes or the tax status of this property.

INSURANCE REQUIREMENTS:

The Concessionaire shall maintain the following insurance coverage, and provide the Park System a Certificate (ACORD[®]) of same, naming the Monmouth County Park System as the Certificate holder.

A Worker's Compensation and Employer's Liability—covering all of the contractor's employees engaged in the performance of the contract in accordance with the requirements of the laws of the State of New Jersey, including voluntary compensation/all States endorsement.

B General Liability: Bodily injury and property damage, including coverage for: premises / operations; products / completed operations; broad form property damage; independent contractors; blanket contractual and, if applicable, explosion, collapse and underground (XCU). Limits of not less than \$1,000,000 for both bodily injury and property damage are required. A combined single limit of \$1,000,000 is acceptable. The Contractor shall maintain completed operations insurance for at least two years after final payment.

C Comprehensive Automobile Liability: Bodily injury and property damage with limits of not less than \$1,000,000 per person or occurrence. A combined single limit of \$1,000,000 is acceptable. Coverage must include hired and non-owned vehicles. A MCS-90 certificate shall be filed with the State if hazardous materials or waste will be transported during the performance of the work.

County Additional Insured: The County of Monmouth, Monmouth County Board of Recreation Commissioners, and their respective officers, servants and agents must be named as additional insured on all policies except Worker's Compensation.

SAVE HARMLESS PROVISION:

The Concessionaire shall indemnify and save harmless the County of Monmouth, the Board of Recreation Commissioners, its officers, agents and employees from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the lessee his employees or agents under this concession agreement or resulting from the non-performance by the lessee or under this terms-agreement, of any of the covenants and provisions of this agreement herein before or herein after mentioned and such indemnity shall not be limited by reason or enumeration of any insurance coverage herein provided.

CLAIMS WAIVED:

The Concessionaire waives any and all claims for compensation for any and all loss or damage including but not limited to spoilage of food or loss of patronage sustained by reason of any deficit, deficiency, vandalism or impairment of the water supply, sewer system, drainage system, electric service, kitchen equipment, refrigerator, freezer or other mechanical apparatus, or for any loss sustained, or resulting from fire, water, wind, civil commotion, or because of labor difficulty or for any repairs performed by the lessee's personnel or contracted for by the lessee; and the lessee expressly waives all rights, claims and demands and forever releases and discharges the Park system and its officers and agents, from any and all demands, claims, action arising from any of the causes aforesaid.

CONCESSION AREA:

The Concessionaire shall preserve and maintain the mobile food/snack/beverage concession vehicle in a good and clean condition. It is understood that the Concessionaire is fully responsible for the maintenance of the mobile food/snack/beverage concession vehicle.

The Park System, to ensure that these conditions are being met, shall regularly inspect the appearance and condition of the mobile food/snack/beverage concession vehicle. If conditions are unacceptable the Concessionaire shall make all necessary improvements within 24 hours to render the area acceptable. If improvements are not made within 24 hours a notice in writing

shall be sent to the Concessionaire, and such an action may be grounds for terminating the contract.

No physical alterations of the premises shall be permitted.

BIDDERS QUALIFICATIONS AND EXPERIENCE:

Bidder must demonstrate that they possesses the ability to operate the concession as specified. In order to qualify, the prospective bidder must have multiple years of supervising and management experience in a food service operation.

OUTSIDE VENDOR:

The Park System currently has contracted the services of a vending company which supplies candy, snacks, soda, and water in areas of various parks that will be in operation during the term of this contract.

At Seven Presidents Oceanfront Park there is a food concession vendor at the pavilion located approximately 1/3 of a mile south that will be in operation during the term of this contract.

PUBLIC USE:

This concession shall not be construed as to affect the privileges accorded to the public's use of the area or to restrain or prevent individual persons or groups of persons from bringing their own food, drink, and recreational equipment into any Monmouth County Park.

NO DISCRIMINATION:

- A. Concessionaire shall comply, in the performance of the Agreement, with all applicable state, federal, and local statutes, rules, and regulations relating to discrimination and affirmative action, including but not limited to N.J.S.A. 10:2-4, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., and Title IV of the Civil Rights Act of 1984 9P.L. 88-352).
- B. Concessionaire shall not discriminate on the basis of age, national origin, race, creed, color, sexual orientation, or sex in the use of the Concession Premises by the public.

LICENSES AND PERMITS:

It will be the responsibility of the Concessionaire at his/her expense to obtain all the necessary licensing and permits as required by the local municipality, county, and the State of New Jersey. A copy of all applicable permits and licenses including the New Jersey Sales Certificate must be accompanied with bid specification.

LOCAL AND STATE CODES:

All food and food preparation facilities and equipment shall meet State and Local Health Codes be in accordance with Chapter 24 of the New Jersey State Sanitary Code N.J.A.C.8:24. Concessionaire must be inspected and approved by the Monmouth County Board of Health prior to the sale of food.

INCLEMENT WEATHER:

Any daily cancellations due to inclement weather shall be made only by the Monmouth County Park System's Management. The Monmouth County Park System reserves the right to close the

area at anytime, when conditions exist that may cause injuries to the visitors or mechanical failure at the facility.

The vendor shall not plead loss of income, nor claim damages, as a result of any temporary closure due to inclement weather, mechanical malfunction, or health related issues.

AUDIO/VIDEO DEVICES:

Concessionaire is not permitted to possess or operate any Audio or Video devices within the Concessionaire area. i.e. Radio, TV, VCR, Tape or Disc player, etc.

ADVERTISING:

All media advertising for this facility shall be done in good taste. For advertising purposes, Concessionaire must use the official name of the park. The facility shall not be known by any other name.

RENT/PAYMENTS:

For each proposal the bid submitted shall be on a fixed fee basis. Said fee shall be paid to the Monmouth County Park System on the following schedule.

Concessionaire to include at time of bid submittal, a payment in the amount of 10% of the bid with the remaining amount due to be paid in two equal payments on or before the first of each month of July and August 2015.

The minimum bid that will be accepted shall be: \$5,000

ANNUAL REPORTS:

The concessionaire shall submit, no later than November 15th of each year, an annual financial statement including the following: Total Gross Revenue; Cost of Sales; Operating Expenses; and Net Profit from the concession operation.

LATE PAYMENTS:

There shall be a late penalty equal to 1.5% per month for the unpaid balance. (As adopted by the Monmouth County Board of Recreation Commissioners on March 22, 1994 by Resolution R-94-3-22=117.

Concessionaire shall pay without notice or demand, the rent herein.

The rent herein shall be payable to the Monmouth County Board of Recreation Commissioners at the Park System administrative offices as described:

The Monmouth County Park System
805 Newman Springs Road
Lincroft, N.J. 07738
Attn: Accounts Receivable

**REQUIRED BID SUBMITTALS PREFERRED WITH BID, BUT MANDATORY
PRIOR TO AWARD OF CONTRACT:**

- A. Bidder must list experience in performing similar operations during the last several years.
- B. Bidder must submit a copy of current license(s) and permit(s) as required by the State of New Jersey and the County of Monmouth as specified in this bid specification.
- C. Bidder must submit the business registration certificate and Sexual Offender Certification.
- D. Bidder must submit a food menu with prices to be charged.
- E. Bidder must submit a picture of the mobile food unit to be brought into the park. Pictures to be taken from all four sides of the exterior of the trailer plus an interior shot showing equipment, etc.
- F. A letter from insurance company stating that the insurance company will provide the Concessionaire with commercial liability and workmen's compensation insurance as required and indicated in the bid specification if the Concessionaire is awarded the contract.

METHOD OF AWARD:

- Each proposal shall be awarded to the responsible bidder submitting the highest bid.
- Quality and appearance of mobile food/snack/beverage concession vehicle as indicated in pictures accompanied with this proposal, and menu of items.
- A bidder meeting all requirements as specified and substantiating the ability to perform under the terms and conditions of this contract shall be determined a responsible bidder.
- The Monmouth County Park System reserves the right to waive any informality in or to reject any or all bids deemed in the best interest of the Park System.

BIDDER'S CHECKLIST

BID #: 0041-15

with bid (Owner's checkmarks) INITIALS) ↓↓	Items submitted (Bidder's ↓↓
--	------------------------------------

A. FAILURE TO SUBMIT ANY OF THESE ITEMS WITH THE BID IS MANDATORY CAUSE FOR REJECTION

<u> X </u>	Proposal (Original)	_____
<u> X </u>	Statement of Ownership	_____
<u> X </u>	Non-Collusion Affidavit	_____
<u> X </u>	Acknowledgement of Addenda or Revisions (if any)	_____

B. ITEMS PREFERRED WITH THE BID, BUT MANDATORY PRIOR TO AWARD OF CONTRACT

<u> X </u>	Copy of the N.J. Business Registration Certificate for the bidder and any designated subcontractors	_____
<u> X </u>	EEO/Affirmative Action Compliance Notice	_____
<u> X </u>	References / List of previous and/or active relevant work	_____
_____	Resume(s)	_____
<u> X </u>	Disclosure of Energy Sector Investment Activities in Iran	_____

THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS:

PRINT NAME OF BIDDER: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL DOCUMENTS

SUBMITTED BY: _____

(Company Name)

PROPOSAL 1

**SPECIFICATIONS FOR THE FURNISHING OF A MOBILE
FOOD/SNACK/BEVERAGE CONCESSION VEHICLE SERVICE AT
HOLMDEL PARK**

TO THE MONMOUTH COUNTY PARK SYSTEM, LINCROFT, NEW JERSEY.
TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS.
The undersigned hereby declares that they have carefully examined the specifications, and
form of contract for furnishing the specified items and that they will execute the contract
according to the specifications, terms, and conditions, with respect to the following:

FOR THE PRIVILEGES LISTED IN THE AGREEMENT, THE CONCESSIONAIRE
AGREES TO PAY TO THE MONMOUTH COUNTY PARK SYSTEM, BOARD OF
RECREATION COMMISSIONERS, THE SUM OF:

\$ _____ Annually (\$5,000 MINIMUM)

NOTE: N.J. TAX EXEMPTION NO: 69-0220842

VARIANCE IF ANY:

The undersigned is a partnership under the laws of the State of _____
a corporation
an individual

having principle offices at _____

CONTRACTOR _____

PRINT NAME AND TITLE _____

SIGNATURE _____ DATE _____

ADDRESS _____

FEDERAL ID NO. OR SOCIAL SECURITY NO. _____

BUSINESS PHONE _____ FAX # _____

E-MAIL _____

WEB ADDRESS _____

PROPOSAL 2

**SPECIFICATIONS FOR THE FURNISHING OF A MOBILE
FOOD/SNACK/BEVERAGE CONCESSION VEHICLE SERVICE AT
MANASQUAN RESERVOIR**

TO THE MONMOUTH COUNTY PARK SYSTEM, LINCROFT, NEW JERSEY.
TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS.
The undersigned hereby declares that they have carefully examined the specifications, and form of contract for furnishing the specified items and that they will execute the contract according to the specifications, terms, and conditions, with respect to the following:

FOR THE PRIVILEGES LISTED IN THE AGREEMENT, THE CONCESSIONAIRE AGREES TO PAY TO THE MONMOUTH COUNTY PARK SYSTEM, BOARD OF RECREATION COMMISSIONERS, THE SUM OF:

\$ _____ Annually (\$5,000 MINIMUM)

NOTE: N.J. TAX EXEMPTION NO: 69-0220842

VARIANCE IF ANY:

The undersigned is a partnership under the laws of the State of _____
a corporation
an individual

having principle offices at _____

CONTRACTOR _____

PRINT NAME AND TITLE _____

SIGNATURE _____ DATE _____

ADDRESS _____

FEDERAL ID NO. OR SOCIAL SECURITY NO. _____

BUSINESS PHONE _____ FAX # _____

E-MAIL _____

WEB ADDRESS _____

PROPOSAL 3

**SPECIFICATIONS FOR THE FURNISHING OF A MOBILE
FOOD/SNACK/BEVERAGE CONCESSION VEHICLE SERVICE AT
SEVEN PRESIDENTS OCEANFRONT PARK**

TO THE MONMOUTH COUNTY PARK SYSTEM, LINCROFT, NEW JERSEY.
TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS.
The undersigned hereby declares that they have carefully examined the specifications, and form of contract for furnishing the specified items and that they will execute the contract according to the specifications, terms, and conditions, with respect to the following:

FOR THE PRIVILEGES LISTED IN THE AGREEMENT, THE CONCESSIONAIRE AGREES TO PAY TO THE MONMOUTH COUNTY PARK SYSTEM, BOARD OF RECREATION COMMISSIONERS, THE SUM OF:

\$ _____ Annually (\$5,000 MINIMUM)

NOTE: N.J. TAX EXEMPTION NO: 69-0220842

VARIANCE IF ANY:

The undersigned is a partnership under the laws of the State of _____
a corporation
an individual

having principle offices at _____

CONTRACTOR _____

PRINT NAME AND TITLE _____

SIGNATURE _____ DATE _____

ADDRESS _____

FEDERAL ID NO. OR SOCIAL SECURITY NO. _____

BUSINESS PHONE _____ FAX # _____

E-MAIL _____

WEB ADDRESS _____

CAUTION

REGARDING STATEMENT OF OWNERSHIP

The enclosed Statement of Ownership form must be properly completed. If it is not properly completed, your bid must be rejected, as required by N.J.S.A.40A:11-23.2. **Mistakes cannot be cured after bids are received.**

For example, if your firm, bidder “A”, is entirely owned by corporation “B”, you must disclose the names and addresses of the owners of 10% or more of corporation “B”. Furthermore, if corporation “C” owns 10% or more of corporation “B”, you must disclose the names and addresses of the owners of 10% or more of corporation “C”, and so on, until the names and addresses of all persons, i.e., human beings, in this “10%” chain of ownership have been disclosed.

The same procedure applies if any 10% or more owner is a partnership, limited liability company, estate or any other type of legal entity, as opposed to a corporation.

STATEMENT OF OWNERSHIP

Name of Business: _____

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

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

Stockholders:

Name:	Name:
Home Address:	Home Address:

Name:	Name:
Home Address:	Home Address:

Name:	Name:
Home Address:	Home Address:

(Signature)

(Print Name & Title)

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF _____

ss:

I, _____ of the City of _____
in the County of _____ and the State of _____

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

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

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

By _____
(Name of Contractor)

(N.J.S.A. 52:34-15)

Subscribed and sworn to _____

(Also type or print name of affiant under signature)

before me this _____ day
of _____ 20____

Notary Public of My commission expires _____, 20____

OFFICIAL SEAL OR STAMP REQUIRED.

County of Monmouth, State of New Jersey
Division of Purchasing
DISCLOSURE OF ENERGY SECTOR INVESTMENT ACTIVITIES IN IRAN
New Jersey Public Law 2012, Chapter 25

Solicitation Number: _____ **Bidder / Respondent:** _____

Project Description: _____

PART 1 – CERTIFICATION – CHECK THE APPROPRIATE BOX:

A. I certify that neither the Bidder / Respondent nor any of the Bidder's / Respondent's parents, subsidiaries, or affiliates, as defined in C.52:32-56(e), is on the "Chapter 25 List" created and maintained by the New Jersey Department of the Treasury, as a person or entity engaging in the energy sector investment activities in Iran described in C.52:32-56(f). The Chapter 25 List may be found at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

OR

B. The Bidder / Respondent and/or one or more of its parents, subsidiaries or affiliates is a person or entity on the Chapter 25 List referred to above. A detailed and precise description of the relevant activities of the listed Bidder / Respondent and/or listed parents, subsidiaries or affiliates is provided in Part 2 below.

PART 2 – ADDITIONAL INFORMATION – COMPLETE PART 2 ONLY IF B. IN PART 1 IS CHECKED:

The following is an accurate and precise description of the energy sector investment activities in Iran of the Bidder / Respondent and/or listed parents, subsidiaries or affiliates, on the Chapter 25 List (attach additional pages as necessary to make full disclosure):

Name of Person(s) or Entity(ies) on the Chapter 25 List: _____

Relationship to Bidder / Respondent: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder / Respondent Contact Name: _____ Contact Phone Number: _____

Check here if additional pages are attached and state number of attached pages: _____ (Number of pages attached.)

CERTIFICATION FOR PART 1 AND, IF APPLICABLE, PART 2: I, being of full age, hereby certify that the foregoing information and any attachments hereto are to the best of my knowledge true and complete. I certify that I am authorized to execute this certification on behalf of the Respondent. I acknowledge that the County of Monmouth will rely on the information contained herein and thereby acknowledge that I and the Bidder / Respondent are under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers or information contained herein.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me is willfully false, I am subject to punishment and the Bidder / Respondent is subject to the penalties stated in C. 52:32-59 and C. 40A:11-2.1.

Full Name (Print) _____ Signature: _____

Title: _____ Date: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31, et seq. N.J.S.A. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- c. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.**, as amended and supplemented from time to time and the Americans with Disabilities Act.
- e. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**.

- f. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- h. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- i. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
- Letter of Federal Affirmative Action Plan Approval
 - Certificate of Employee Information Report
 - Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)
- j. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

