



COUNTY OF UNION
BID SUBMISSION CHECKLIST

**CONCESSION: RAHWAY RIVER PARK POOL
& RAHWAY RIVER PARK SNACK STAND
BA# 21-2017**

- _____ 1. Bid Form Page(s)
- _____ 2. Bidder Signature Page – *follow instructions and fill out completely*
- _____ 3. Statement of Ownership Disclosure (2 pages) – *fill out completely*
- _____ 4. Non-Collusion Affidavit – *fill out completely and notarize*
- _____ 5. Disclosure of Investment Activities in Iran
- _____ 6. Americans with Disabilities Form
- _____ 7. Copy of a State of New Jersey **Business Registration Certificate (“BRC”)** issued in the company name of the bidder and in the names of any subcontractors, if applicable
- _____ 8. Experience Questionnaire
- _____ 9. References
- _____ 10. Menu
- _____ 11. Equipment Statement
- _____ 12. Addenda Receipt Form – ONLY INCLUDE IF ADDENDA(S) WERE RECEIVED

Each bidder should complete this form, initial each entry, sign and date at the bottom and submit with bid.

NAME OF BIDDER: _____ DATE: _____

COUNTY OF UNION

Notice to Bidders

SEALED BIDS will be received by the Director of the Division of Purchasing of the County of Union, New Jersey or her designee on March 23, 2017, at **2:30 p.m.** prevailing time in the **3rd Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

BA# 21-2017 – RAHWAY RIVER PARK POOL & RAHWAY RIVER PARK SNACK STAND

in accordance with the specifications and forms of the bid packages furnished by the Division of Purchasing. The County reserves the right to reject any and all bids and to waive any and all informalities in the bid.

Bids shall be submitted in a sealed envelope and clearly marked with the subject of the bid, name and address of the bidder, phone & fax number, and date of the bid opening. Each bid must be delivered to reach the Division of Purchasing prior to the stated time of the opening of the bids. **No** late bids will be accepted. The County will not be responsible for late delivery by the U.S. Mail or any other carrier. If hand delivered, please note that parking and security access at the County Complex may cause delays and bidders should take them into consideration in order to submit a timely bid. **No** late bids will be accepted.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27.

Bid packages may be obtained by registering and downloading at <http://ucnj.org/bid-specs> or in person from the Division of Purchasing (3rd floor), Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207 or via U.S. Mail per request. Fax requests for bid packages to 908-558-2548 or call 908-527-4130.

Laura M. Scutari, QPA, Director of Purchasing

GENERAL SPECIFICATIONS

Revised 10/06/14
Concessions

1. RECEIPT OF BIDS

The Division of Purchasing will receive sealed bids for this work at the Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207 on the date and time and in the place noted on the sheet marked "Invitation to Bid".

Bids for this work should be enclosed in a sealed envelope addressed to the Purchasing Division, County of Union, New Jersey, Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207, with the full name of the bid and the bid opening date and time clearly marked on the outside. Any outer shipping container must be marked in the same way. Refer to the sheet marked "Invitation to Bid" for the correct name of the bid and the bid opening date.

The County will not assume responsibility for bids forwarded by U.S. mail or any other delivery service. It is the bidder's responsibility to see that the bids are presented to the Purchasing Division at the time and place designated. Under no circumstances will a bid be accepted after the time designated for the bid opening.

All Bid Form pages are to be filled out with a typewriter or pen and ink. The bidder in ink must initial erasures or alterations. Bid prices will be accepted only on the Bidding Sheet supplied. In the event there is a discrepancy between any unit price given and the extended total, the unit price will govern. Any discrepancies will be mathematically adjusted.

N.J.S.A. 54:32B-1 et seq. exempts all materials sold to the County of Union from sales or use taxes and these should not be included in the prices provided on the Bidding Sheet.

The Bidder's Signature Page, Non-Collusion Affidavit, and Bidder's Disclosure Statement should be completely filled out and submitted in the sealed bid. If specified, Equipment Statement, Experience Statement, Bid Bond, Consent of Surety, N.J. Public Works Contractor's Registration Certificate, a State of New Jersey Department of the Treasury Business Registration Certificate and List of Sub-contractors should also be included in the sealed bid. Refer to the Bid Document Submission Checklist for all required documents.

2. BID AND PERFORMANCE GUARANTEE

If specified, each bidder must furnish a guarantee in the form of a Bid Bond, Certified Check or Bank Cashier's Check in the required amount as specified on the Bid Document Submission Checklist page. Checks shall be drawn to the order of the County of Union, New Jersey.

If specified, each bidder must furnish with the bid, the Consent of Surety form signed by a Surety Company stating that if the bid is accepted the Surety Company which provides the Consent shall be required to furnish a Performance Bond in the amount as specified on the Bid Document Submission Checklist page. Such Surety Company will provide the Contractor with Bonds guaranteeing the faithful performance of the work in accordance with the specifications, and the payment for labor, materials, and all other indebtedness which may accrue on the account of this work. The Performance Bond will be required at the time of the signing of the Contract and will be written by a firm authorized to issue the bonds under the laws of the State of New Jersey and be in a form acceptable to the County Counsel. The County of Union has provided its Consent of Surety form for your use. The use of this form by your Surety Company will expedite the bid review process and eliminate the possibility of having your bid rejected. If, however, you should need to use another form, please use language similar to that used on the Union County form and avoid making any additions or deletions to the Union County form language. The Performance Bond will have a term equal to the entire contract period. In lieu of the Consent of Surety, the Bidder **MAY** submit a Certified Check for the required amount

The County will return all bid guarantees after the bids have been opened, read, tabulated and checked except those of the three (3) bidders whose bids are considered the lowest responsible bids. The bid bonds of the low three (3) bidders will be returned within ten (10) days of the date of the award of the contract.

If the successful bidder refuses or neglects to sign the said Agreement and/or fails to furnish the required performance bond, the Surety of such bidder will be held and used by the County as liquidated damages for such refusal or neglect.

3. QUALIFICATION OF BIDDERS

The County of Union may make such investigation, as it deems necessary to determine the ability of bidder to perform the work. The County of Union reserves the right to reject any bid if investigation of such bidder fails to satisfy the County of Union that such bidder is properly qualified to carry out obligations of Contract, and to complete work contemplated therein.

Bidders are required to submit the names and addresses of the officers or principals of the Corporation, Firm or Partnership submitting a proposal or bid. Failure to comply will result in the rejection of such bid as non-responsive.

The County of Union has the right to reject any and all bids from any bidder that is in, or contemplates bankruptcy of any chapter or nature. Said bidder shall notify the County, in writing, of any condition or knowledge of the same.

4. RESERVATIONS

The County reserves the right to reject any or all bids and also reserves the right to waive any non-material defects in the bids received. The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the County of Union, New Jersey.

5. AWARD AND EXECUTION OF CONTRACTS

The County of Union, in accordance with N.J.S.A. 40A:11-24, shall award the contract or reject all bids within 60 days; except that the bids of any bidders who consent thereto may, at the request of the County be held for consideration for such longer periods as may be agreed.

When two or more low bids are equal in all respects, awards will be made according to the provisions of N.J.S.A. 40A:11-6.1(d).

6. BRAND NAMES

Whenever an item specified by manufacturer's model number, brand or trade name, it is understood that such description is only for the purpose of defining the level of quality desired, and does not in any way restrict bidding to the named brand. Bids on other brands may be submitted by any responsible supplier, provided such brands are equal to or better than the one named in the specifications. However, the burden of proof as to the comparative quality and suitability of alternate or substitute equipment, articles or materials lies with the bidder and, he shall furnish, at his own expense, all information necessary or related thereto as required by the County of Union. The County of Union shall be the sole judge as to the comparative quality and suitability of alternate or substitute equipment, articles, or materials, and the decision shall be final.

7. PATENT CLAIMS

The successful bidder (contractor) shall protect and save the County harmless from all and every demand for damages, royalties, or fees on any patented invention used by it in connection with the supplies furnished under this contract hereunder, and it shall be the duty of the contractor, if so demanded by the County, to furnish said County with proper legal release or indemnity from and against all such claims and any and all payments due under such contract are furnished if the County so elects.

8. INSURANCE REQUIREMENTS

Vendor shall procure and maintain at all times while the contract is in full force and effect, the following insurance coverage with an insurance company or companies acceptable to the County, with limits not less than those shown below. A Certificate of Insurance shall be filed with the County prior to commencement of the work reflecting the following:

- a) Commercial General Liability (CGL): Coverage for all operations including, but not limited to, contractual, products and completed operations, and personal injury with limits no less than \$1,000,000 per occurrence/\$2,000,000 aggregate. The County of Union, its Board of Chosen Freeholders, officers, employees, agents, servants and the State of New Jersey; are included as Additional Insured. The General Liability Insurance coverage is provided on primary and non-contributory basis to the County of Union, et al.
- b) Automobile Liability: Coverage for all owned, non-owned and hired vehicles with limits not less than \$1,000,000 per occurrence, combined single limits (CSL) or its equivalent.

- c) Workers Compensation: As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease.

Where applicable, a waiver of subrogation in favor of the County of Union, its Board of Chosen Freeholders, officers, employees, agents, servants is to be included in those policies of insurance where permitted by law.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

*Special Risks or Circumstances: The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. INDEMNIFICATION REQUIREMENTS

The Supplier shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the contract which is attributable to personal injury, including bodily injury, property damage and the loss of use resulting there from, or the loss of use of tangible property, which has not been physically injured or destroyed, and is caused in whole or in part by an act or omission of the Supplier, any subcontractor of the supplier, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10. NON-DISCRIMINATION

The parties to this contract do hereby agree to comply with the provisions of N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-31 through 10:5-38 et seq. (P.L. 1975, c. 127), dealing with discrimination in employment on public contracts and the rules and regulations promulgated pursuant thereunto are hereby made a part of this contract and are binding on them. The bidder agrees that it will not discriminate against any employee who is employed in the work to be covered by any contract resulting from this bid because of color, race, creed, religion, national origin or ancestry.

11. AMERICANS WITH DISABILITIES ACT OF 1990

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

12. INVESTMENT ACTIVITIES WITH IRAN

Pursuant to P.L. 2012, c.25, codified as NJSA 52:32-55 *et seq.*, prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

13. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall hold the County harmless from loss on account thereof.

14. CONTRACTOR'S EMPLOYEES

The Contractor must employ only suitable and competent labor in the work, and must remove from the work any incompetent, unsuitable, or disorderly person upon complaint from the County.

There will be no discrimination against any employee who is employed in the work to be covered by any contract resulting from this bid because of age, race, creed, color, national origin, ancestry, marital status or sex.

Any person, firm, or corporation violating the provisions of this Section will be deemed and judged a disorderly person.

15. PREFERENCE FOR DOMESTIC PRODUCTS

Each local unit shall provide, in the specifications for all contracts for county or municipal work or for work for which it will pay any part of the cost, or work which by contract or ordinance it will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available, be used in such work.

16. ON SITE STORAGE

In the event that it is necessary for the Contractor to stockpile or store materials or equipment on the job site, the Contractor shall inform the County of such necessity and County may offer available space, if any, for storage of such materials or equipment. The contractor shall use said space only for such purpose. Any and all materials which may be stored in such space or which may be brought onto the job site at any time by the Contractor will be at the Contractor's sole risk. The County will not be responsible for loss of or damage to said materials or equipment for any cause whatsoever. The Contractor shall take necessary measures to protect any such storage area and shall be responsible for any and all damages.

17. SAFETY

The Contractor shall observe all rules and regulations of the Federal, State, and local health officials. Attention is directed to Federal, State, and local laws, rules, and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to the worker's health or safety.

The Contractor shall admit, without delay and without the presentation of an inspection warrant, any inspector of OSHA or other legally responsible agency involved in safety and health administration upon presentation of proper credentials.

The Contractor shall at times conduct the work to provide for the safety and convenience of the general public and protection of persons and property. The safety provisions of applicable laws, OSHA regulations, building and construction codes, and the rules and regulations of the New Jersey Department of Labor and Commerce shall be observed.

18. PERMITS

The Contractor will obtain all necessary permits required by law and provide the County with necessary approvals prior to commencement of permitted work.

19. DAMAGES

The Contractor will be held responsible for all damages that may occur to work, or to persons or property by reason of the nature of the work or from the elements, or by reason of inadequate protection of the work, or from any carelessness or negligence on his part or on the part of his employees. The County will withhold payments on the work until all suits or claims for damages sustained on, or by reason of, the Contractor will have settled this work.

20. DEFAULT OF CONTRACT

If at any time the work under this contract is abandoned or neglected, or any part thereof is unnecessarily delayed, or it the Contractor will prosecute the work without due diligence, or with an insufficient force to complete the work in the time specified in the opinion of the Director of the Department of Operations & Facilities, then the Director may declare the Contractor in default, may employ other parties to complete the work, use such material as may have been procured and may procure all other material necessary for the completion of the work called for in this contract. The expense incurred by him in such procedure will be deducted from any moneys due the Contractor. The Contractor or his surety company will pay the amount of the excess to the County on notice from the Director.

21. GROSS RECEIPT REPORTS

Upon request the concessionaire shall make a report of the monthly gross receipts available to the County. In addition, a report detailing the total of gross receipts for each calendar year of the contract and a summary report for the entire duration of the contract shall be presented to the County as a responsibility of the concession vendor.

22. TERMINATION OF CONTRACT

If, through any cause, the successful Supplier fails to fulfill in timely and proper manner its contractual obligations, or if the Supplier violates any of the warranties or stipulations of its contract, the County will thereupon have the right to terminate such contract by giving ten days written notice to the Supplier of such termination and cause therefore, and specifying the effective date of such termination.

In addition, Union County may terminate the Contract without cause by first giving thirty (30) days prior written notice of its intent to do so. Notice hereunder shall be deemed to have been sufficiently given if given in person to the Supplier, or sent by registered mail at the addresses specified in the Contract.

23. RIGHT TO KNOW ACT

The provisions of N.J.S.A. 34:5A-1 et seq. and N.J.A.C 5:89-5 et seq., which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the County or used by a contractor in the course of any construction, maintenance, repair or performance of a concession must be labeled and stored by the contractor in compliance with the provisions of the Act. Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) aka hazardous substance fact Sheet, must be furnished.

BUSINESS REGISTRATION CERTIFICATE

New Mandatory Requirement – Effective 1/18/2010

The recently enacted **P.L. 2009, c.315**, requires that effective January 18, 2010; a contracting agency must receive proof of the Proposer's business registration prior to the award of a contract. However, the proof must show that the Proposer was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the Proposer, the proof must show that each subcontractor was registered with the State of New Jersey Department of the treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue

Register online at www.nj.gov/treasury/revenue/busregcert.shtml. Click the "online" link and then select "Register for Tax and Employer Purposes or call the Division at 609-292-1730.

Note: A N.J. Certificate of Authority is not acceptable.

FAILURE to submit proof of registration of the Proposer or any subcontractor named on the bid is considered a **MANDATORY REJECTION** of bids (A **NON-WAIVABLE DEFECT**). This covers construction work as well as non-construction bids.

IN ADDITION:

The contractor shall provide written notice to all **subcontractors and suppliers** not specifically named on the bid of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the 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 a 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 on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001,c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977,c.110 (C.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 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

(3/27/12)

The purpose and intent of this bid is to obtain a responsible, responsive contractor to provide for a **Food Concessions** at **Rahway River Park Pool (Ulrich Pool) Food Stand & Rahway River Park Snack Stand**, Rahway, New Jersey for the County of Union. Contractor must bid on both concession stands as a package.

It has been determined that in the best interests of the County that the **MINIMUM BID** accepted is set at **\$8,000 PER SEASON**. Therefore, the contract will be awarded to the bidder whose Total Bid Price is the highest and proves responsible and responsive.

Upon the signing of the contract, the successful bidder will deposit with the County a certified or cashier's check in the amount of twenty-five hundred dollars (\$2,500.00) to insure the faithful performance of the contract. Said monies will be held in trust by the County for the duration of the contract and will be returned to the Concessionaire following a complete inspection of the leased premises by a County representative.

In the event that there are damages to the building, equipment or any other County owned property described herein which were caused by other than normal wear and tear, repair costs for said damages will be estimated by the County Division of Facilities Management and Department of Parks & Recreation, and the full amount, including labor, will be deducted from the twenty-five hundred dollars (\$2,500.00).

No responsibility shall attach to the County of Union for any loss, financial or otherwise, for any delay in awarding of contract, information to bidders, etc., occasioned by lack of funds on hand necessary to proceed with the work, or for any cause.

Right is also reserved to hold all deposits and bids until it shall be legally permissible to award contract, and all deposits and bids shall not be limited as to time.

Should any change of plans be required by the County of Union either before or after the opening of bids, the same shall not affect the validity of the bids as the bidders are hereby required to bid according to these specifications after the bids are received and deal exclusively with the bidder to whom the award may be made as to the cost or deductions made necessary by such change and amendments, if any.

Bidders are required to fill in questionnaire form furnished by the County of Union and submit same with the bid at the time of submission of bid proposal.

Bidders shall carefully examine the sites as well as the specifications and fully inform themselves as to existing condition, comparing same with the specifications and estimate to include in the bid a sufficient sum to cover the cost of all items, both labor and materials, even though not specially shown or noted, but which are necessarily required to obtain a satisfactory operation.

The "Contractor" to whom contract may be awarded shall comply with all laws and codes of the State of New Jersey relating to public contracts, and all local codes, ordinances and rules applicable thereto, and all rules and regulations of the County of Union.

Any questions regarding the bid can be emailed to ucbids@ucnj.org or faxed to the Division of Purchasing, clearly marked with the BID # and BID NAME, at (908) 558-2548. If necessary, the Purchasing Director will then issue a clarification.

THE VENDOR SHALL NOT HAVE ANY CLAIM TO LOST INCOME DUE TO COMPETITION FROM ANY OTHER, CURRENT OR FUTURE, FOOD OR BEVERAGE SUPPLIER ON COUNTY GROUNDS.

SPECIFICATIONS

1. **DEFINITIONS OF TERMS** -- Wherever and whenever the following words, or pronouns used in their stead, occur in the contract documents, they shall have the respective meanings here given:

"The County" shall mean the County of Union, Elizabeth, New Jersey.

"County Manager" refers to and means the County Manager of the County of Union or his duly authorized representative.

"Concessionaire" refers to and means the individual corporation, partnership, or other person or organization who or which has executed this contract with the County to do work in pursuance of the contract and in accordance with the specifications and incidental documents.

"Applicant," "Awardee," "Bidder," or "Lessee" means the individual or organization to whom or to which a contract has been awarded by the County, and to whom may become the Concessionaire by the execution of required documents.

"As required" - when the words "as required," "as permitted," "as directed," or words of like import and effect are used in these specifications, it shall be understood that requirements, permission, or direction of the County Manager is meant. Similarly, the words "approved," "satisfactory" and words of like import shall mean "approved by," "acceptable to" or "satisfactory to" the County Manager.

2. **BIDDER QUALIFICATIONS** – All prospective bidders must include a resume with references of previous experience. The County reserves the right to reject any bid due to lack of qualifications and/or no references, or poor references, as determined by the County.

3. **SCOPE OF CONCESSION** -- The contract to be awarded under these specifications shall grant the exclusive right and privileges to the Concessionaire to operate concessions as hereinafter provided at location listed on the current bid form as shown in the Daily Schedule of Operations indicated as Schedule "A" attached hereto, for the following purposes:

- A. To service and dispense at such times as the County directs and to provide in quantities adequate for the needs of the public at the locations indicated on the current bid form or any one or more of them, subject to the reservations contained herein, foods, refreshments, confectionery and beverages that conform in standards outlined in detail in these specifications and that are approved by the County, provided that the operation of refreshment stands, lunch counters, cafeterias and restaurants shall be conducted respectively in only such buildings, structures and locations equipped for such purpose, in accordance with the time schedules of operation indicated in these specifications and provided further that the Concessionaire may serve and dispense foods, refreshments, confectionery and beverages from carts, wagons, or cycles only after having first obtained from the County written permission to do so and written approval of the location and the type of vehicle to be employed therefore.
- B. The introduction of additional privileges not contained and enumerated herein will be subject to the prior approval of the sale, display, or use of food and drink.
- C. The privilege of installing and operating coin operated vending machines and devices are not included or permitted under the terms of this concession. Amusement devices such as pinball machines and video games are not included or permitted under the terms of this concession. Push carts may be

permitted pending approval from the County and County Police as to placement and number of carts requested to be utilized.

4. **BUILDINGS AND LOCATIONS** -- The County will provide for the use of the Concessionaire such refreshment stands, shelters, rooms and locations for the purpose of providing the service herein specified but reserves the right to increase the number of or to alter any of said stands, shelters, and locations when it is determined by the County that the public interests will be better served current bid form.

5. **REPAIRS** -- The County shall, at its cost and expense, make all ordinary and reasonable repairs required to preserve the buildings and refreshment stands occupied under this contract. It is the responsibility of the concessionaire to contact the County when such repairs are needed. Requests for refunds for repairs made when the concessionaire has failed to notify the county will not be honored.

6. **CONDITIONS AND SURRENDER OF PROPERTY** -- The buildings, refreshment stands, shelters, rooms and locations, and all parts thereof, which are the property of the County shall remain the property of the County, and upon termination of the contract by lapse of time or otherwise, the Concessionaire shall surrender possession of all said premises and all parts thereof to the County in as good condition as said premises were when first occupied by the Concessionaire under the terms of the contract, ordinary wear and damage due to explosion, riot, civil commotion, windstorm, rain, hail or other acts of God excepted.

7. **PLANS FOR ALTERATIONS** -- The Concessionaire shall make no alterations of or repair to any building, refreshment stand, shelter, or location herein reserved for its use, or erect any new structure of building on the land of the County without submitting a program of construction, alteration, or repair and plans and specifications therefore, together with the contract to the County and obtaining the approval thereof in writing from the County.

8. **EQUIPMENT** -- The County shall furnish for the use of the Concessionaire various items of equipment which are in place at Rahway River Park Food Stand (Ulrich Pool) and Rahway River Snack Stand.

The concessionaire shall, at his own cost and expense, provide and maintain in acceptable working condition, all necessary equipment to properly furnish the services herein provided for in a manner acceptable to the County. Such maintenance includes all County owned equipment referred to above.

It is the responsibility of the bidder to inspect all equipment prior to submission of the bid. The County makes no claims as to the condition or working order of said equipment and is not responsible for the malfunction or replacement of such equipment. The bidder must notify the County in writing when a piece of county owned equipment is to be replaced. Any additional equipment must be approved by the Manager of the County of Union.

9. **DISPOSAL OF GARBAGE AND REFUSE** -- The Concessionaire shall not permit garbage and other refuse to accumulate or to gather in or about any of the buildings or structures occupied by the Concessionaire except in suitable garbage receptacles which will be supplied by the County. Garbage removal shall be the responsibility of the County.

10. **CLEANING PREMISES** -- The Concessionaire shall furnish all labor, services, materials, supplies, and equipment necessary to maintain, in a clean, orderly, and inviting condition satisfactory to the County, all premises used and occupied by the Concessionaire in the operation of concessions, together with the area immediately surrounding same as affected by said operations. This shall include all areas adjacent to such premises to a distance of not more than 100 feet, including tables, if any. Garbage removal shall be the responsibility of the County. End of season clean-up is mandatory for all concessions (see Schedule "C").

11. **UTILITIES** -- The County will furnish heat, electricity, and water. Concessionaire will furnish telephone services.

12. **EMPLOYEES** - The Concessionaire shall, at his own cost and expense, provide a sufficient number of employees to service the public promptly and efficiently and in a manner satisfactory to the County. All such employees are to wear apparel and name tags to identify and distinguish them as concession employees, satisfactory to the County. It is the object of this requirement to identify all employees for the protection of both the County and the Concessionaire. The type of apparel and identification shall be pre-approved by the County. Concessionaire and employee must conform to all local Board of Health rules and regulations.

The Concessionaire shall employ only competent and satisfactory workmen, and whenever the County 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 County.

The Concessionaire shall not permit any agent or employee to remain in or upon the premises of the County or in any of the buildings, structures, or locations occupied by the Concessionaire for any period of time longer than is normally necessary to secure the premises and to perform minor clerical work after the close of business.

13. **HOURS OF OPERATION** -- The Concessionaire, except where the hours of operation of any facility concession are herein specified, shall keep all concessions herein provided in operation during all reasonable hours and at other times as the public needs require or the County of Union shall direct. See Schedule "A".

14. **RENT** -- The rental fees for the food concessions are to be established as designated in the Bid Form.

15. **SCHEDULE OF PAYMENTS** --

A. Four-Monthly payments (May, June, July & August: 1/4 payments per month of Total Season Amount) of rent under the concession agreement shall be due and payable to the County of Union on or before the first day of the month in advance and not later than the fifth day of the month.

B. If rent is not received by the County by the fifth day of the month, a late fee of five percent (5%) of the rent will be assessed per installment. If rent and all late charges are not received by the County by tenth day of month, the County reserves the right to terminate the contract.

C. In the event that the concessionaire requests a rent reduction, the request must be in writing and will be evaluated on a case by case basis. The decision of the County will be final. Rent is payable in full as specified above, regardless of whether or not a written request for rent reduction has been submitted, until a decision is rendered by the County of Union.

D. All remittance for rent and other fees and charges to be made by the Concessionaire under this agreement shall be made payable to the **County of Union** and mailed along with county invoice to the: **County of Union, Administration Building, 10 Elizabethtown Plaza, Division of Treasurer – 5th Floor, Elizabeth, NJ 07207.**

E. Said remittances will be made in the form of a corporation check, certified check or money order.

16. **NOVELTIES** -- The concession privileges granted herein shall not include the right to sell souvenirs, counter toys, pictures, balloons, or other items considered novelties.

17. **POLICY** -- The following basic policies are made a part of these specifications and contract:

Wherever dispenser type drinks are sold that are prepared from fountain syrups and water, the finished product shall have a minimum Beaume test of 6.0. The syrup shall be equal to nationally advertised products as "Minute Maid" or "Sunkist Orange," pleasant to taste and approved by the County prior to installation.

Wherever dispenser type carbonated drinks are sold that are prepared from fountain syrups, the finished product shall have a minimum Beaume test of 6.0. The syrup shall be equal to such products at "Coca Cola" or "Barqs" Root Beer." The syrup shall be pleasant to taste and approved by the County prior to installation.

All meat and meat products sold in the locations specified herein must comply in all respects with the Federal Food and Drug Act of June 30, 1906, and amendments thereto, and to subsequent decisions of the United States Department of Agriculture applicable thereto. Specific grades and portions must conform to basic meat and meat product specifications indicated as Schedule "B" appended hereto.

18. **PROPERTY** -- The refectory spaces briefly described herein shall be construed to be specific and limiting in the sense that the Concessionaire and/or the County shall be restricted to certain areas.

19. **INSPECTION AND ACCESS TO FOOD CONCESSION** - The Concessionaire shall allow the Parks Supervisor, or such other person in the Department of Parks & Recreation access to the premises at all reasonable hours for the purpose of examining and inspecting said premises, or making necessary building repairs, or for any other purpose, not unduly affecting the operation of the Concessionaire's business.

Where a concession is located within a recreational facility, the Concessionaire shall provide the facility manager with a key to the Food Concession to be used in case of emergency.

20. **SIGNS** -- The Concessionaire shall place no sign or advertisement upon any property of the County or upon any vehicle operated by the Concessionaire under the provisions hereof except such as shall first have been approved in writing by the County; and the County through its agents, shall have the right, without notifying the Concessionaire, to remove at the cost and expense of the Concessionaire any sign or signs that may be erected without the consent of aforesaid.

21. **PRICES APPROVED AND POSTED** -

- A. The Concessionaire shall furnish and provide the commodities and services at such prices as are approved by the County and said prices, together with the name of the Concessionaire, shall be legibly posted on bulletin boards furnished by the Concessionaire for each location. Price signage must be professional in appearance, neat, and made of weather-proof materials. Signage cannot be hand-written.
- B. For all food concessions, the Concessionaire shall furnish with this bid, a menu with all items and prices and the County shall have sole right to reject bid based on menu and/or prices that the County deems to be inappropriate. Prices shall not be changed without prior written approval of the County of Union.

22. **ORDINANCES, LAWS AND REGULATIONS** -

- A. The Concessionaire shall not sell or permit to be sold, used or brought upon premises occupied by him any intoxicating or alcoholic beverages, except as provided for herein, and shall not permit improper or immoral conduct on the part of its officers or employees, and shall not permit honking or any other noises or disturbances designed to attract attention or to solicit trade, and shall abide by the Ordinances of City of Rahway, as may be applicable and the laws of the State of New Jersey and of the United States, and the rules and regulations promulgated by the County of Union.

- B. It shall be the obligation of the Concessionaire to apply for, pay for and obtain all permits and licenses required by the various law enforcement agencies as enumerated above to operate the concession and to sell the merchandise approved herein.

23. **WORKMEN'S COMPENSATION INSURANCE** -- The Concessionaire shall deposit with the County of Union at the time of execution of the contract, a certificate of insurance evidencing the issuance of a Workmen's Compensation Insurance Policy protecting the parties hereto from loss or damage because of liability that may be incurred by the Concessionaire when such liability shall be imposed under the Workmen's Compensation Act.

24. **ADDITIONAL INSURANCE** -- The Concessionaire shall be responsible for providing fire insurance and products insurance for his equipment, and stock in trade.

25. **PERFORMANCE** -- The Concessionaire agrees well and truly to perform and faithfully observe and comply with all and singular the conditions, regulations, and provisions prescribed herein, and further to indemnify, save, and keep harmless the County of Union, its officers, agents, and employees of and from all liability, lien, judgments, costs, damages, and expense of whatsoever kind which may in any way be suffered by the County or by any of its officers, agents, or employees, or which may accrue against or be charged to or recovered from the County or its said officers, agents, or employees by reason of or in consequence of the privileges granted, as aforesaid, or for or on account of any act or thing done or suffered or omitted to be done under the authority or supposed authority, of such grant.

26. **CANCELLATION BY THE COUNTY OF UNION** -- This agreement shall be subject to cancellation by the County in the event of the happening of any one or more of the following contingencies:

- A. In the event the Concessionaire is adjudicated by bankrupt, or is in receivership, or has made an assignment for the benefit of his creditors, or because of its financial condition is judged by the County auditor as being unable to continue successful operation.
- B. Failure of the Concessionaire to perform, keep and observe any of the conditions of the contract and the failure of the Concessionaire to correct the default or breach within a time specified by the County.
- C. Failure to pay rent. Termination of contract shall be effective immediately upon default or non-payment of rent as specified in Section 15.
- D. The County reserves the right to terminate this agreement with written notice to the Contractor seven (7) days prior to such action unless otherwise noted.

27. **TERMINATION OF LEASE** -- Upon the termination of the lease because of lapse of time or upon termination for any other reason the Concessionaire shall remove all goods, chattels, and fixtures belonging to the Concessionaire and shall leave the premises in the condition in which they were received, reasonable wear and tear expected. In the event said goods, chattels, and fixtures are not removed within thirty (30) days from the expiration of this agreement or its termination for any other reason the Concessionaire shall be deemed to have abandoned to the County any facilities equipment or other property not removed from the premises within the aforesaid period at termination of this agreement.

28. **RIGHT TO DECIDE QUESTIONS** -- The decision of the County relative to the proper performance of the terms of this contract shall be final and conclusive on the parties hereto, whether or not the specific issue to be decided is set forth specifically in the terms hereof or arises by necessary implication in the construction of the terms hereof, and such decision shall be made after due opportunity is given the Concessionaire to present any facts in explanation, extenuation or mitigation of the issue thus presented and decided.

29. **SUCCESSORS AND ASSIGNS** -- The rights and privileges herein granted to the Concessionaire and the duties and obligations imposed upon said Concessionaire shall inure to the benefit of and be binding upon the successors and assigns of the Concessionaire.

30. **ASSIGNMENTS AND SUB-CONTRACTS** -- The agreement or contract of any of the rights and privileges provided for herein shall not be transferred or assigned by the Concessionaire without his first having obtained the written consent of the County to do so.

31. **LIABILITY OF THE COUNTY** -- The County of Union shall not be liable for any damage to persons or properties in the space leased exclusively to the Concessionaire. The Concessionaire shall agree that all personal property upon the demised premises shall be at the risk of the Concessionaire only and that the County shall not be liable for any damage thereto or loss or theft thereof.

32. **RELATION TO THE COUNTY OF UNION** -- It is the intent of the parties hereto that the Concessionaire shall legally be considered as an independent contractor and that neither he nor his employees shall, under any circumstances, be considered servants or agents of the County, and that the County shall at no time be legally responsible for any negligence on the part of said Concessionaire, his servants or agents, resulting in either personal injury or property damage to any individual, firm or corporation.

33. **TERMS OF CONTRACT** -- Contract period is for two (2) seasons and will begin upon the execution of the contract, with an option to extend for an additional two (2) seasons. See Schedule "A" for specific facility dates of operation.

34. **RIGHT OF REENTRY** -- The County of Union shall be allowed the right of re-entry to any building leased under this agreement should, upon reasonable inspection and observance, which may take the form of public complaints, county official complaints or monitoring of required reports, it be deemed that the lessor (Concessionaire) has breached its duty and obligation to remain open and serve the public utilizing the recreational facility.

35. **COMPLIANCE WITH CONTRACT** -

- A. The Concessionaire has a right to operate the concession so long as each provision herein contained is strictly and promptly complied with. In case of default or non-payment of rent, the County may close up and take possession of said premises and the concession shall be forfeited immediately upon default of non-payment of rent.
- B. Upon termination of this agreement for any reason, the County shall have full authority to re-enter and to take full possession of the concession premises without the necessity of obtaining any legal process. In the event that the Concessionaire refuses to surrender the premises upon termination of the contract and the County must resort to legal process, the Concessionaire shall be liable to the County for any and all attorney's fees and costs incurred in the process. Concessionaire stipulates that the County shall not be liable to prosecution or for damages for resuming possession of concession premises.
- C. Each term of this agreement is material and breach by the Concessionaire of any one of the terms herein contained shall be a material breach of the entire agreement and shall be grounds for the termination of the entire agreement by the County.
- D. Any failure of the Concessionaire to comply with the terms and provisions contained here shall cause a forfeiture of the privileges and the termination of the agreement. Such forfeiture and termination shall

not waive the right of the County to recover damages from the Concessionaire for its failure to comply with the terms of the agreement.

36. **CONSTRUCTION** -- The County of Union may perform renovation or redevelopment work at the County Facilities/Concessions during the term of the contract. Said work may disrupt activities and have an adverse effect of revenue received and may necessitate temporary closures. Every effort will be made to minimize said effect as it pertains to the Concessionaire's business and rent arrangements adjusted if necessary. The County of Union will not be held liable for any losses sustained by the Concessionaire.

37. **AWARD OF CONTRACT** - Contract shall be awarded to a responsible and responsive contractor who bids the highest GRAND TOTAL.

38. **DAILY RECEIPTS & MONTHLY REPORT -**

A. Concessionaire is required to maintain a daily record of all gross receipts derived from the Concession Operations at each location. This record shall be made available at all times..

SCHEDULE "A"
DAILY SCHEDULE/MINIMUM HOURS OF OPERATION

URLICH POOL - June 24th to September 4th 11:00 AM – 7:45 PM Monday thru Thursday
11:00 AM – 6:00 PM Fri/Sat/Sun
11:00 AM – 6:00 PM July 4th
11:00 AM – 6:00 PM Labor Day

SNACK STAND – April 1st to September 30th 12:00 PM – 6:00 PM* Weekends & Holidays
3:00 PM – 6:00 PM* Weekdays

***Note: Concessionaire has option to stay open later, however, must close no later than 8:00 PM.**

HISTORY OF SALES – To assist bidders in preparing proposals, the following historical data is provided as to the amount of sales by previous vendors:

| | | | |
|--------------------|--------------------|--------------------|--------------------|
| 2007 = \$37,570.00 | 2010 = \$32,268.00 | 2013 = \$37,000.00 | 2016 = \$36,500.00 |
| 2008 = \$30,102.00 | 2011 = \$29,296.00 | 2014 = \$34,400.00 | |
| 2009 = \$33,881.00 | 2012 = \$39,600.00 | 2015 = \$39,000.00 | |

THE COUNTY DOES NOT AND WILL NOT WARRANT OR GUARANTEE THE AMOUNT OF SALES IN ANY GIVEN DAY, WEEK, MONTH OR YEAR IN THE AGGREGATE PURSUANT TO ANY CONTRACTUAL AGREEMENT AWARDED UNDER THESE BID SPECIFICATIONS. NOTHING CONTAINED IN ANY OF THE BID DOCUMENTS SHALL BE CONSTRUED TO GUARANTEE OR WARRANT ANY AMOUNT OF SALES. THE SALES INFORMATION SET FORTH HEREIN CONSTITUTE HISTORIC INFORMATION AND MAY NOT BE INDICITIVE OF THE ACTUAL SALES TO BE EXPERIENCED IN THE FUTURE.

NOTHING HEREIN SHALL ENTITLE THE SUCCESSFUL BIDDER TO ANY CLAIM TO LOST PROFITS OR FOR ANY OTHER COMPENSATION WHATSOEVER IN THE EVENT THAT THE ACTUAL SALES UNDER THIS AGREEMENT ARE MORE OR LESS THAN HISTORICAL SALES OR ANY PROJECTION OF FUTURE SALES THAT MAY BE CONTAINED HEREIN.

SCHEDULE "B"
MEAT AND MEAT PRODUCTS

All meat and meat products sold in the parks of the County of Union must conform to the following minimum grades and specifications. Meat products not listed herein but approved for sale by the County must be United States Choice grade or better.

Wieners - Skinless Wieners shall be skinless, U.S. #1 Grade, made of all meat and no filler. Minimum size shall be eight (8) per lb. and shall be Nathans, Sabrett, or equal.

Hamburger Patties (Minimum size 1/4 lb.) Hamburger patties shall be made of beef, ground chuck, 100% U.S. Good Grade. Patties shall be prepared in accordance with best practice accepted by the trade, and shall be separated individually by prepared papers. No meat trimming shall be used. Patties containing utility or canner or cutter grade beef will not be accepted.

Boiled Ham, cooked, shall be ready to eat, U.S. inspected and passed, best quality, cured and smoked, in prime condition. The ham shall be skinned, thoroughly boned, well trimmed, with fat covering not exceeding 1/2" remaining on ham. The cure shall be good commercial practice.

Canned Ham - DAK Style Canned ham, cooked, shall be ready to eat, U.S. inspected and passed, best quality, cured and smoked ham in prime condition. The ham shall be completely skinned, thoroughly boned, well trimmed, with fat covering not exceeding 1/2" remaining on ham. The cure shall be good commercial practice. The ham shall be packed in vacuum hermetically sealed cans and cooled by slow process. The free juices and gelatin in the can shall not exceed 9% of the marked weight. The salt content of the finished ham shall not be less than 3% or more than 4%.

SCHEDULE "C"
CONCESSION CLEAN-UP

At the conclusion of the season for each concession there is a mandatory clean-up which will include cleaning all equipment (inside and out), removal of all garbage, dirt, grease, recyclables, etc. All countertops must be cleaned in addition to being sanitized. Walls and floor cleaned as necessary to give a clean, neat and environmentally healthy appearance.

An inspection of said facilities will be conducted by County staff. In the event the clean-up is not satisfactory to the County, the County reserves the right to assess a clean-up charge and this charge will be deducted from the security deposit.

Bid Form Page
(Page 1 of 1)

HAVING CAREFULLY READ THE NOTICE TO BIDDERS, SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS, THE UNDERSIGNED HEREBY AGREES TO OPERATE **FOOD CONCESSIONS AT RAHWAY RIVER PARK POOL (ULRICH POOL) & RAHWAY RIVER PARK SNACK STAND** OF THE COUNTY OF UNION IN ACCORDANCE TO THE SPECIFICATIONS. DO NOT ALTER THE FORMAT OF THE BID FORM PAGE IN ANY MANNER UNDER THE PENALTY OF DISQUALIFICATION.

\$ _____ per season x 2 Seasons = \$ _____
GRAND TOTAL

NOTE: *Minimum bid accepted set at \$8000.00 per season.*

THE PERIOD OF THE CONTRACT SHALL BE TWO (2) SEASONS WITH THE PROVISION FOR AN ADDITIONAL CONTRACT FOR TWO (2) SEASONS SUBJECT TO THE FOLLOWING LIMITATIONS: THE EXTENSION CONTRACT SHALL BE AWARDED BY RESOLUTION OF THE GOVERNING BODY (WITHIN 60 DAYS PRIOR TO THE EXPIRATION DATE) UPON A FINDING BY THE GOVERNING BODY THAT THE SERVICES ARE BEING PERFORMED IN AN EFFECTIVE AND EFFICIENT MANNER.

NJSA 40A: 11-15 PROVIDES THAT ANY PRICE CHANGES PURSUANT TO EXTENSIONS OF THE ORIGINAL TERM OF THIS AGREEMENT SHALL BE BASED UPON THE PRICE OF THE ORIGINAL AGREEMENT AS CUMULATIVELY ADJUSTED PURSUANT TO ANY PREVIOUS ADJUSTMENT OR EXTENSION AND SHALL NOT EXCEED THE CHANGE IN THE INDEX RATE FOR THE TWELVE (12) MONTHS PRECEDING THE MOST RECENT QUARTERLY CALCULATION AVAILABLE AT THE TIME THIS AGREEMENT IS RENEWED THE INDEX RATE IS PROMULGATED BI-ANNUALLY BY THE STATE OF NEW JERSEY, DIVISION OF LOCAL GOVERNMENT SERVICES AND IS BASED ON THE ANNUAL PERCENTAGE INCREASE IN THE IMPLICIT PRICE DEFLECTOR FOR STATE AND LOCAL GOVERNMENT SERVICES, COMPUTED QUARTERLY BY THE US DEPT. OF COMMERCE BUREAU OF ECONOMIC ANALYSIS.

THE COUNTY RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT WITH WRITTEN NOTICE TO THE CONTRACTOR THIRTY (30) DAYS PRIOR TO SUCH ACTION.

NAME OF BIDDER: _____

BIDDER SIGNATURE PAGE

Rev. 9/20/05

1. If doing business under a **trade name, partnership** or a **sole proprietorship**, you must submit the bid under **exact title** of the trade name, partnership, or proprietorship, and the bid must be signed by either the **owner** or a **partner** and **witnessed** by a **notary public**.
2. If a **Corporation**, the bid must be signed by the **President** or **Vice President** and **witnessed** by **Corporate Secretary**, (Corporate title must be exact) and **affix corporate seal**.
3. Other persons **authorized** by **Corporate Resolution** to execute agreements in its behalf may also sign the bid documents (pages).
4. The Person who signs this bid form **must also sign** the **Non-Collusion Affidavit**.
5. You **cannot** witness your own signature.

NAME OF BIDDER

SIGNATURE
CORPORATE SECRETARY

ADDRESS OF BIDDER

PRINT NAME AND TITLE
CORPORATE SECRETARY

TELEPHONE: _____

FAX: _____

EMAIL: _____

BY: _____
SIGNATURE

DATE

AFFIX CORPORATE SEAL

PRINT OR TYPE NAME AND TITLE

WARNING: FAILURE TO FULLY, ACCURATELY, AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE MAY RESULT IN THE REJECTION OF YOUR BID AS NON-RESPONSIVE

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---------------------------------------|--|
| | |
| | |
| | |
| | |

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

| Website (URL) containing the last annual SEC (or foreign equivalent) filing | Page #'s |
|---|----------|
| | |
| | |
| | |

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

| Stockholder/Partner/Member and Corresponding Entity Listed in Part II | Home Address (for Individuals) or Business Address |
|---|--|
| | |
| | |
| | |

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *County of Union* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *County of Union* to notify the *County of Union* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *County of Union* to declare any contract(s) resulting from this certification void and unenforceable.

| | | | |
|--------------------|--|--------|--|
| Full Name (Print): | | Title: | |
| Signature: | | Date: | |

NON-COLLUSION AFFIDAVIT

Rev. 1/22/93

STATE OF _____

SS:

COUNTY OF _____

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 to do so; that said bidder has not, directly or indirectly, entered into any agreement, participation 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 UNION, NEW JERSEY** relies upon the truth of the statements contained in said Proposal and in the statements contained in the 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 _____ (N.J.S.A. 52:34-15).

NAME OF CONTRACTOR

Sign Name Here

(Original signature only; stamped signature not accepted)

Subscribed and sworn to before
Me this _____ day of _____, 20____.

Notary Public of the State of _____

My Commission expires _____

NOTE TO NOTARY: WHEN COMPLETING THIS JURAT, ALL NOTARIES MUST:

- 1. Indicate date. 2. Indicate State. 3. Sign name. 4. Affix name by Printing it, typing it, using a rubber stamp, using an impression seal or using a mechanical stamp.

Note: The person who signed the bid form for the bidder should sign this form also.

WARNING: IF YOU FAIL TO FULLY, ACCURATELY AND COMPLETELY FILL OUT THIS AFFIDAVIT OF NON-COLLUSION, YOU BID WILL BE REJECTED.

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Union (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, any pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Name _____ (Please print or type)

Signature _____ Date _____

NAME OF BIDDER: _____

COUNTY OF UNION NEW JERSEY
Division of Purchasing

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____ Bidder/Offeror: _____

Pursuant to Public law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

[] is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipe lines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

[] is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that Union County is relying on the information contained herein and hereby acknowledge that I am 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 of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Union County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____ Signature _____

Title _____ Date _____

BUSINESS REGISTRATION **Mandatory Requirement**


P.L. 2009, c.315, requires that effective January 18, 2010; a contracting agency must receive proof of the bidder's business registration prior to the award of a contract. However, the proof must show that the bidder was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the bidder, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue



|  STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE | |
|--|---------------------------------------|
| Taxpayer Name: | TAX REG TEST ACCOUNT |
| Trade Name: | |
| Address: | 847 ROEBLING AVE TRENTON, NJ 08611 |
| Certificate Number: | 1093907 |
| Date of Issuance: | October 14, 2004 |
| For Office Use Only: | 20041014112613533 |

ATTACH BRC HERE

REFERENCES
(To be submitted with bid.)

1. Name _____
Address _____

Phone Number _____

2. Name _____
Address _____

Phone Number _____

3. Name _____
Address _____

Phone Number _____

NAME OF BIDDER: _____

MENU

(To be submitted with bid and approved by the County of Union.)

ITEM

PRICE

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NAME OF BIDDER: _____

EQUIPMENT
(TO BE SUBMITTED WITH BID)

Equipment to be utilized at concession.

| ITEM | LOCATION |
|-------|----------|
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NAME OF BIDDER: _____

COUNTY OF UNION
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda(s):

| <u>Addendum Number</u> | <u>Dated</u> | <u>Acknowledge Receipt</u> (Initial) |
|------------------------|--------------|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Please Do Not submit if you did not receive Addenda(s)

NAME OF BIDDER: _____