



COUNTY OF UNION

BID SUBMISSION CHECKLIST

BA 45-2013 PONDEROSA PARK MOBILE CONCESSION REBID

- _____ 1. Bid Form Page(s)
- _____ 2. Bidder Signature Page – *follow instructions and fill out completely*
- _____ 3. Stockholder Disclosure Certification (2 pages) – *fill out completely and notarize*
- _____ 4. Non-Collusion Affidavit – *fill out completely and notarize*
- _____ 5. Americans with Disabilities Form
- _____ 6. 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
- _____ 7. Addenda Receipt Form – ONLY INCLUDE IF ADDENDA(S) WERE RECEIVED
- _____ 8. Questionnaire
- _____ 9. References
- _____ 10. Menu
- _____ 11. Equipment Statement

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 his designee on May 8, 2013, at **2:00 p.m.** prevailing time in the **3rd Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

BA# 45-2013 – PONDEROSA PARK MOBILE CONCESSION RE-BID

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.

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 or via U.S. Mail per request. Fax requests for bid packages to 908-558-2548 or call 908-527-4130.

Michael M. Yuska-Q.P.A, Director of Purchasing.

**UNION COUNTY BOARD
OF CHOSEN FREEHOLDERS**

We're Connected to You!

GENERAL SPECIFICATIONS

Revised 07/06/11
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 on the date and time and in the place noted on the sheet marked "Notice to Bidders".

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 "Notice to Bidders" 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

The County of Union requires all bidders to be able to comply with the following insurance requirements. In the event a bid is accepted by the County, the bidder must accept the applicable insurance requirements, as set forth below, as part of any contract awarded to it by the County.

1. General Liability Insurance will be provided on a Comprehensive General Liability form with a combined single limit of \$1,000,000.00 per occurrence for Bodily Injury Liability and Property Damage Liability and will include the interest of the County with respect to work emanating from the Contract with the County. This insurance will include the following:
 - a. Personal Injury Liability
 - b. Blanket Contractual Liability applies to assumption of liability under any written Contract
 - a. Coverage for A, X, C, U exposures, relating to excavation, blasting, underground damage

- d. Broad Form Property Damage Liability
 - e. Products and/or Completed Operations Liability
2. Workers Compensation Insurance insuring the obligations of the Contractor and all Subcontractors under the New Jersey Workers Compensation and Occupational Disability Laws as respects to work performed under the Contract. Insurance will be extended to include any obligations under the United States Longshoremen's and Harbor Workers Act or any maritime act, when applicable.
 3. Automobile Liability Insurance in any amount of not less than \$500,000.00 combined single limits for Bodily Injury and Property Damage Liability. A certificate of such current insurance will be provided to the County and will reflect the provision of at least thirty (30) days notice to the County before any major cancellation or major change may be made in the policy.

A certificate of Insurance will be filed with the County prior to commencement of any work. This certificate will contain a provision that insurance afforded under the policies will not be canceled without at least thirty (30) days prior written notice being given to the County.

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. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. PERMITS

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

18. 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.

19. DEFAULT OF CONTRACT

If at any time the work under this contract is abandoned or neglected, or any part thereof is unnecessarily delayed, or if 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.

20. 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.

21. 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.

22. 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 CCPs.

If subcontractors are named on the CCP, 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 CCPs.

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 CCP is considered a **MANDATORY REJECTION** of CCPs (A **NON-WAIVABLE DEFECT**). This covers construction work as well as non-construction CCPs.

IN ADDITION:

The contractor shall provide written notice to all **subcontractors and suppliers** not specifically named on the CCP 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.

INSTRUCTIONS TO BIDDERS

The purpose and intent of this bid is to obtain a responsible vendor to provide for a Mobile Food/Ice Cream Concession Truck for the County of Union Parks System in the following park: **Ponderosa Park, 1600 Cooper Road, Scotch Plains, New Jersey 07076.**

It has been determined that in the best interests of the County that the **MINIMUM BID** accepted for the contract period of 36 consecutive months (3 Seven Month Seasons) is set at **\$2,800.00 PER SEASON** for **Ponderosa Park Mobile Concession**, Scotch Plains, NJ. Therefore, the contract will be awarded to the bidder whose Bid Price is the highest and proves responsible and responsive for the location.

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 Mobil Food Concessionaire(s) at contract's end.

In the event that there are damages to the 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 & Community Renewal, 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(s) 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.

No interpretation of the meaning of specifications or other contract documents will be made to any bidder orally. Every request for such interpretation shall be in writing addressed to the Division of Purchasing and to be given consideration must be received at least ten (10) days prior to the date fixed for the opening of bids. The question and answer will be communicated to all bidders, if reply be made.

Bidders shall carefully examine the site 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.

Special attention of the "Contractor" is called to labor requirements established by R.S. 34:9-2, relating to preference in employment of New Jersey citizens and R.S. 10:2-1, forbidding discrimination in the employment of persons by reason of race, creed or color, and the "Contractor" shall comply therewith.

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.

The County of Union reserves the right to accept any bid as it may deem for its best interest and its decision shall be final. The "County" reserves the right to reject any and all bids, waive any and all informalities and award contract at any time within thirty (30) days from time bids are opened, as may be deemed for the best interest of the County of Union.

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: PROVIDE MOBILE FOOD/ICE CREAM CONCESSION TRUCK

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 "Licensee" 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** –

- a. 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.
- b. Where applicable, prospective bidders are required to submit a list of all officers of the corporation making the bid.

3. **SCOPE OF CONCESSIONS** -- The contract to be awarded under these specifications shall grant the exclusive right and privileges to the Concessionaire to operate a mobile food/ice cream concession truck in the following park: Ponderosa Park, Scotch Plains, NJ and hereinafter 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, hot dogs, packaged ice cream, snacks, refreshments, confectionery and beverages that conform in standards outlined in detail in these specifications and in accordance with the time schedules of operation indicated in these specifications.
- 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. Concessionaire status will be that of a licensee. Concessionaire will not, in any way whatsoever, be granted or conveyed any permanent easement, lease, fee, or other interest in the concession premises.

- D. Concessionaire shall provide and maintain equipment necessary to operate this concession.
 - E. Concessionaire shall operate distribution facilities within, and limited to, the specific park listed in the Agreement. All other Union County Park locations are prohibited.
 - F. Concessionaire shall provide, at the time of filing its bid, a list of all products to be sold and/or distributed, together with the retail prices for each item. The prices to be charged to the public for products sold shall be at the same prices prevailing outside of park areas and to the public generally. At no time shall premium prices be charged.
 - G. Upon execution of the Concession Agreement, the Bidder(s) shall be authorized to sell products in accordance with the limitations placed upon the operation and location of equipment by the County.
 - H. If the park specified in the Agreement is closed to vehicular traffic, vendor shall be allowed to drive into the park and park at pre-determined location, unless specified elsewhere in this document, where they will remain until leaving. Vendor will not be allowed to move from location to location.
 - I. No person shall drive any vehicle in any area except the paved County roadways or parking areas where allowed. Vehicles are not allowed on the paths.
 - J. Concessionaire shall not interfere with the operation of any vendor hired by a park permit holder to provide services for a permit event in the area specified in the park permit.
 - K. Concessionaire is solely responsible for all health inspections, permits, costs, etc., required and in accordance with Federal, State and Local Laws.
 - L. Concessionaire shall use the concession premises solely for the purpose set forth above and is prohibited from selling or permitting the sale of any alcoholic beverages thereon.
4. **LOCATION** -- The County will provide for the use of the Concessionaire location for the purpose of providing the service herein specified but reserves the right to increase the number of or to alter any of said location when it is determined by the County that the public interests will be better served.
5. **REPAIRS** -- The County shall, at its cost and expense, make all ordinary and reasonable repairs required to preserve the location 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 location, 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 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 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.

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 location, 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 mobile concession, 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. After collection by vendor, garbage removal shall be the responsibility of the County.

11. **UTILITIES** -- The Concessionaire is responsible for the payment of any and all utility, fuel, etc. charges related to the mobile operation of truck, except to the extent that said charges are attributable to the Department's use of the Concession Premises. 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.

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 locations of the County.

The Concessionaire shall not permit any agent or employee to remain upon the premises of the County or at any location 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 location concession are herein specified, shall keep the concession herein provided in operation during all reasonable hours and at other times as the public needs require or the County of Union shall direct.

14. **FEES** -- The fees for the mobile food/ice cream concession is to be established as designated in the Bid Form.

15. **SCHEDULE OF PAYMENTS** --

- A. Rent to be pre paid per month starting April 1st and continuing through October 1st at a rate of 1/7 of the Seasonal Total under the concession agreement and 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.

$$\begin{array}{rcccccc} \text{Example:} & \$2,800.00 & \times & .1428571 & = & \$400.00 \\ & \text{Seasonal Total} & & \text{1/7} & & \text{Monthly Payment} \end{array}$$

- B. If payment is not received by the County by the fifth day of the month, a late fee of ten percent (10%) of the monthly payment will be assessed per month. If payment and all late charges are not received by the County prior to the first day of the following month, the County reserves the right to terminate the contract.
- C. In the event that the concessionaire requests a payment 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. Payment is payable in full as specified above, regardless of whether or not a written request for payment reduction has been submitted, until a decision is rendered by the County of Union.
- D. All remittance for payment 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 to: **Department of Parks & Community Renewal, County of Union, Administration Building 2nd Floor, Elizabeth, NJ 07207. Attention: Richard A. Samiec, Administrative Bureau Chief.**
- 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 "Orange Crush" or "Mission 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 "Hires 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 with basic meat and meat product specifications indicated as Schedule "B" appended hereto.

18. **INSPECTION AND ACCESS TO FOOD TRUCK** - The Concessionaire shall allow the Parks Supervisor, or such other person in the Department of Parks & Community Renewal access to the truck at all reasonable hours for the purpose of examining and inspecting said truck, or for any other purpose, not unduly affecting the operation of the Concessionaire's business.

19. **SIGNS** -- The Concessionaire shall place no sign or advertisement upon any property of the County unless approved by the County.
20. **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 the 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. The County expects prices to be fair market value and the menu to be consistent with the public interests. Prices shall not be changed without prior written approval of the County of Union.
21. **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 the Township of Scotch Plains, 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.
22. **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.
23. **ADDITIONAL INSURANCE** -- The Concessionaire shall be responsible for providing fire insurance and products insurance for his equipment, and stock in trade.
24. **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, judgement, 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.
25. **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 make payment. Termination of contract shall be effective immediately upon default or non-payment 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.
26. **TERMINATION OF CONTRACT** -- Upon the termination of the contract because of lapse of time or upon termination for any other reason the Concessionaire shall remove truck 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 truck is 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 equipment or other property not removed from the premises within the aforesaid period at termination of this agreement.
27. **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.
28. **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.
29. **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.
30. **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.
31. **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.
32. **TERMS OF CONTRACT** -- Specified in each bid form. All bid forms specify starting and ending dates. Opening and closing dates of operation of each location may differ from contract starting and

ending dates. See specific Bid forms and Schedule "A" (see page 10) for specific location dates of operation.

33. **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, the County may not allow mobile truck on premises and the concession shall be forfeited immediately upon default of non-payment.
- B. Upon termination of this agreement for any reason, the County shall have full authority to take full possession of the concession premises without the necessity of obtaining any legal process. In the event that the Concessionaire refuses to leave 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.

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

35. **AWARD OF CONTRACT** -

- A. Contract will be awarded to the bidder with the highest total for the location, providing the bidder meets all of the other criteria and specifications herein.
- B. The County of Union reserves the right to reject any or all proposals when, in its opinion, the best interest of the County will be served by such action.

36. **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. Concessionaire also shall maintain daily "Z" reports that provide a breakdown and accounting of all sales activity for each day.
- B. On or before the tenth (10th) of each month during operation, Concessionaire shall provide the County with the following: (1) a "Monthly Concession Report" containing a Statement of Total Gross Receipts, excluding New Jersey State Sales Tax, derived by Concessionaire from operation of all Concessions; and (2) the daily "Z" tapes for that month showing each day's sales activity.

SCHEDULE "A"
DAILY SCHEDULE/MINIMUM HOURS OF OPERATION

PONDEROSA PARK- April 1 to October 31 11:30 AM - 6:00 PM* Weekends & Holidays
12:00 PM – 6:00 PM* Weekdays

***NOTE**

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

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.

NOTHING HEREIN SHALL ENTITLE THE SUCCESSFUL BIDDER TO ANY CLAIM TO LOST PROFITS OR FOR ANY OTHER COMPENSATION WHATSOEVER.

IF IT IS DECIDED TO BE IN THE BEST INTEREST OF THE COUNTY, THE VENDOR MAY PETITION FOR ADDITIONAL TIME PERIODS PRECEDING APRIL 1ST AND/OR AFTER OCTOBER 31ST. PRICING WILL THEN BE NEGOTIATED BETWEEN BOTH PARTIES.

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 - Pullman 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% nor more than 4%.

SCHEDULE "C"
LOCATION CLEAN-UP

At the conclusion of the season for each concession there is a mandatory clean-up which will include removal of all garbage, and recyclables, etc.

An inspection of said location 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 2)**

HAVING CAREFULLY READ THE PROPOSAL, SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS THE UNDERSIGNED HEREBY AGREES TO FURNISH **MOBILE FOOD/ICE CREAM CONCESSION TRUCK AT PONDEROSA PARK, SCOTCH PLAINS** IN ACCORDANCE WITH THE SPECIFICATIONS.

PONDEROSA PARK MOBILE FOOD/ICE CREAM CONCESSION TRUCK

\$ _____ x 3 Seasons = \$ _____
Per Season Grand Total

NOTE: Minimum bid accepted set at \$2,800 per season (April to October: 7 months).

1/7 of season payment must be made on April 1st; May 1st, June 1st, July 1st, August 1st, September 1st, & October 1st.

Service contract period: (3) 7 month seasons (within 36 consecutive months) from the date of the signing of the contract with (1) 24 month extension option for (2) two more seasons.

NAME OF BIDDER: _____

Bid Form Page

(Page 2 of 2)

THE PERIOD OF THE CONTRACT SHALL BE FOR (36) THIRTY-SIX CONSECUTIVE MONTHS WITH PROVISION FOR (1) ONE TWENTY-FOUR MONTH EXTENSION 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.

ANY EXTENSION OF THE ORIGINAL TERM OF THIS AGREEMENT SHALL BE SUBJECT TO THE AVAILABILITY AND APPROPRIATION ANNUALLY OF SUFFICIENT FUNDS BY THE COUNTY OF UNION PURSUANT TO NJSA 40A:11-15.

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

STOCKHOLDER DISCLOSURE CERTIFICATION

N.J.S.A. 52:25-24.2 (P.L. 1977 c. 33)

Failure of the bidder/respondent to submit the required information is cause for automatic rejection.

CHECK ONE

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.

LEGAL NAME OF BIDDER: _____

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

Complete if the bidder/respondent is one of the 3 types of corporations:

Date Incorporated: _____

Where Incorporated: _____

BUSINESS ADDRESS:

Street Address
Code

City

State Zip

Telephone #

Fax #

Pursuant to N.J.S.A. 52:25-24.2, also referred to as P.L. 1977, c. 33, no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Further, the Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

STOCKHOLDER DISCLOSURE CERTIFICATION - (Continued)

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1.			
2.			
3.			
4.			
5.			

If one or more of the owners of the Bidder is itself a corporation or partnership, then for that corporation or partnership owner you must set forth the name, home address, title and percentage of ownership of every person who is an owner of that corporation or partnership.

NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1.			
2.			
3.			
4.			
5.			

Subscribed and sworn before me this _____ day
of

_____, 2 _____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

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: _____

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:	
	2004101411202653

ATTACH BRC HERE

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 (Initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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: _____

COUNTY OF UNION

QUESTIONNAIRE

To be submitted with bid.

For concession at Ponderosa Park:

1. Where, when and for whom have you operated similar mobile concessions?
Explain operation and duties.

2. List all Officers in the Corporation and point of contact (where applicable).

SIGNATURE _____

TITLE _____

NAME OF BIDDER _____

ADDRESS _____

TELEPHONE _____

E-MAIL _____

REFERENCES
(To be submitted with bid.)

1. Name _____
Address _____

Phone Number _____

2. Name _____
Address _____

Phone Number _____

3. Name _____
Address _____

Phone Number _____

NAME OF BIDDER: _____

EQUIPMENT STATEMENT

1. What vehicle(s) and equipment do you currently own that will be used for the mobile concession?
(List name, make, model and year).

2. Do you have backup vehicle(s) and equipment in case of mechanical failure or breakdown for mobile concession?

NAME OF BIDDER: _____