

**BOROUGH OF NORTH CALDWELL
COUNTY OF ESSEX
STATE OF NEW JERSEY**

**PROPOSAL AND SPECIFICATIONS FOR OPERATION OF
THE FOOD AND BEVERAGE CONCESSION STAND**

NORTH CALDWELL COMMUNITY POOL

March, 2019

BOROUGH OF NORTH CALDWELL

REQUEST FOR PROPOSAL FOR OPERATION OF THE FOOD AND BEVERAGE CONCESSION STAND AT THE NORTH CALDWELL COMMUNITY POOL

Proposals will be received by the Borough of North Caldwell for operation of the food and beverage concession stand at the North Caldwell Community Pool on Gould Avenue. Proposals will be opened and read aloud on Thursday, March 7, 2019 in the Borough Hall Conference Room at 141 Gould Avenue, North Caldwell, NJ 07006-4213, at 10:00 a.m.

Proposal forms and specifications may be obtained by prospective concessionaires at the office of the Borough Clerk at the aforementioned address. Proposals shall be enclosed in a sealed envelope and shall be marked plainly on the outside of the envelope as follows, **“Proposal for the Operation of the Food and Beverage Concession at the North Caldwell Pool”**. The envelope shall contain the name and address of the prospective concessionaire on the upper left hand corner of the envelope. All proposals must be addressed to the Borough of North Caldwell.

The Borough of North Caldwell reserves the right to reject any or all proposals and the right to waive any defect or informality in any proposal should it be deemed in the best interest of the Borough of North Caldwell. Concessionaires are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

**Tami Michelotti
Borough Clerk**

SPECIFICATIONS

Operation of the Food and Beverage Concession Stand at the North Caldwell Community Pool

1. The Contractor (Concessionaire) shall sell and dispense frankfurters, hamburgers, beverages, sandwiches, coffee, healthy choices such as pre-made yogurts, fruits, salads, granola and frozen desserts and such other food and drink as shall be permitted in accordance with the terms of these specifications exclusively as long as the terms of these specifications are not violated. It is understood and agreed that the concessionaire is an independent contractor and not an employee of the Borough of North Caldwell.
2. Single service wrapped straws, paper napkins and condiments shall be provided at no cost and shall be dispensed in a manner approved by the Health Officer.
3. Frozen desserts sold at the pool shall be manufactured at a place other than the pool site. All frozen desserts must meet all standards established by the Health Department.
4. The price to be charged for all food and beverages shall not exceed the price as that prevailing the general area to the general public. At no time shall a premium price be charged. A detailed menu of all beverages, sandwiches, frozen desserts and other food items to be sold and the prices to be charged shall be submitted with a completed bid packet to the Borough and shall be subject to approval by the Borough. The approved selling price of all items to be sold at the pool shall be displayed at the pool food-dispensing site.
5. All equipment used by the Concessionaire shall be inspected by the Borough of North Caldwell Health Officer.
6. The Concessionaire must be ready for Health Officer to do the pre-opening inspection at least two weeks prior to Memorial Day Weekend. All food handler certifications must be handed in and licensing from the Borough of North Caldwell must be completed.
7. It shall be the responsibility of the concessionaire (lessee) to provide propane for the operation of all gas fired appliances within the designated cooking area. All permits and payments from the tanks shall be the responsibility of the concessionaire.
8. The Borough will supply the building and permanent equipment presently at the pool concession stand. The Borough will also supply at no cost to the concessionaire the electrical, and water outlets and will maintain the same in good working condition. All other equipment necessary for the preparation, sale, and distribution of food and drink and for maintaining the cleanliness and sanitation of the premises and equipment shall be provided by the Concessionaire, subject to the approval of the Borough of North Caldwell.

The Concessionaire shall keep all equipment clean and in sanitary condition at all times in conformance with the requirements of the Health Department.

9. The Concessionaire shall supply all employees necessary for the management, preparation, sale and distribution of food and drink and for maintaining the cleanliness and sanitation of the premises and equipment. These individuals will be the exclusive employees of the concessionaire and not employees of the Borough.
10. Concession employees shall be approved by the Borough and the Concessionaire agrees to terminate any employee at the request of the Borough. Concession employees, unless they are pool members, shall not have pool privileges. The Concessionaire shall maintain Workers Compensation insurance and will provide the Borough with proof of insurance. The Concessionaire shall provide the names and dates of birth of all Concession employees.
11. Employees of the Concessionaire who are deemed unsatisfactory to the Borough shall be removed by the Concessionaire from the Pool site immediately.
12. Payment will be made to the Borough each year of the contract as follows:

50% before July 1st
50% before August 15th

13. If payment is not received, concessionaire will be penalized. The penalty will be an addition of 10% of the total owed. This penalty will be added after 14 days of non-payment.
14. The Concessionaire shall be required to carry full insurance including comprehensive general liability, product liability, workman's compensation insurance, which shall cover all operations of the contractor, its employees and servants and motor vehicles and equipment used by the contractor in connection with the contractor's operations under the contract. Said insurance, by endorsement, shall fully protect the Borough from liability.

Certificates naming the Borough as an additional insured and providing proof of such insurance and coverage shall be filed with the Borough Clerk prior to the commencement of operations hereunder by the contractor. Certificates so filed shall further contain a statement which shall in effect say "The limits requested represent minimum limits and in no way restrict your liability for any claims in excess of your policy limits".

The following Certificates of Insurance must be furnished:

- 1) Workers Compensation: Part Two Statutory
- 2) A. Comprehensive General Liability
Minimum Limits: \$1,000,000 Combined Single Limit
Coverage to Include: Premise/Operations Independent Contractors
Products/Completed Operations Contractual
- Personal Injury
Broad Form Property Damage

Borough as additional insured

B. Comprehensive General Liability insurance must be maintained for at least one year after completion of the contract and its acceptance by the Borough.

15. The Concessionaire agrees to indemnify and hold harmless the Borough, the Borough Mayor and Council and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death, and against and from all suits and actions all costs, damages and changes of whatsoever kind and nature, including attorney's fees, to which the Borough may be put for or on account of any injury or alleged injury to person including death, or property, resulting from the performance of the contractor's operations under the contract, or by or in consequence of any neglect or omission on the part of the contractor in the performance of operations under this contract, whether such operations, or the absence thereof, be by the contractor or anyone directly or indirectly employed by the contractor.
16. The Concessionaire shall begin operation on the Saturday prior to Memorial Day and continue through Labor Day. The Concessionaire must be in compliance with all requirements of the North Caldwell Health Officer seven (7) days prior to opening day.
17. The hours of service by the Concessionaire at the pool site shall be at a minimum from 11:00 a.m. to 7:00 p.m. on each day that the Pool is in operation. In addition the Concessionaire shall provide service for special events as directed by the Borough, such as pool parties, Borough events, etc. An opening and closing sign specifying hours of operation are to be displayed at all times.
18. The concessionaire shall insure its equipment against loss or damage and the Borough shall not be liable to the Concessionaire for any loss or damage thereto.
19. The Concessionaire shall maintain service of the highest standards, will clean and sweep all eating areas after making sales and servings, will strictly observe the requirements herein of restricted areas and will comply with all rules, regulations and orders of the Borough and its agents. All tables must be kept clean and garbage emptied as needed. The Concessionaire will instruct and supervise the Concessionaire's sales personnel to insure compliance with the Borough requirements.
20. Concessionaire shall be responsible for maintaining a Manager on premises at all times. The Manager shall be at least 21 years of age and shall supervise all employees of the Concessionaire during hours of operation. North Caldwell will require a list of employees and their dates of birth for the 2019 season and all seasons thereafter in which the Concessionaire is contracted.
21. Concessionaire shall be responsible for and subject to compliance with all applicable health regulations including applying for and obtaining a permit for the operation of a retail food handling establishment. Concessionaire shall be required to keep the immediate concession stand areas clean of litter resulting from its operation. Concessionaire shall also be responsible for the following:

- A. Wash counter daily before opening and closing
- B. Wash floors completely at least one hour before opening each day.
- C. Snack Bar area shall be cleaned daily before opening and at closing.

D. Tables in the concession area shall be cleared and washed daily.

E. Clean exhaust fan on a bi-weekly basis.

F. Flatten all cardboard containers. All garbage shall be placed in plastic bags and deposited regularly in dumpsters, which are located in parking lot.

G. Compliance with recycling regulations of the Borough.

H. All food handlers shall wear plastic gloves while handling any food products.

I. Fill propane tank as required for seasonal operations

22. In the event Concessionaire fails to be open for business at any time during normal hours of pool operation the Borough shall have the right to charge the Concessionaire the sum of \$100.00 per hour for each hour that the concession is not open and operating during normal pool hours. Such charges shall be deemed liquidated damages which the parties hereby fix as being fair and reasonable. However, in the event the Concessionaire fails to be open and operating during normal hours of pool operation for a total of more than (10) hours during any one pool season then in addition to or in lieu of charging liquidated damages for the first (10) hours, at the option of the Borough, the Borough shall have the right to declare the Concessionaire to be in default of the contract. If the Borough declares the Concessionaire to be in default for failing to be open during normal hours of pool operation or if the Borough declares the Concessionaire to be in default of the contract for failure to neglect to perform any other material term or covenant of the contract then the Borough shall have the right to terminate the contract immediately upon delivery of written notice to the Concessionaire by personal delivery or by certified mail. In the event that the contract is terminated by the Borough, then the Concessionaire shall be liable to the Borough for any damage of loss sustained as a result of the default by the Concessionaire.

23. The Borough of North Caldwell reserves the right to use the facilities during such times that the Concessionaire is not in operation, as herein stated. For emergency purposes, a copy of the snack bar pad lock key will be copied by the concessionaire and given to the Borough Engineer and Recreation Department prior to the concessionaire beginning their season.

24. **Typical dates of operation of the Community Pool for the 2019 season are as follows:**

- May 18 (pool **must be ready** for inspection during the week of May 23rd)
- May 25th, 26th & 27th: pool hours are 11:00 am-8:00 pm for Memorial Day Weekend
- June 1st, 2nd, 8th, 9th, 15th, 16th, 22nd, and 23rd: pool hours are 11:00am-6:00pm during weekend operation prior to pool opening up full-time.
- June 24th: pool hours are from 3:00pm-8:00pm.
- June 25th through September 2nd: pool hours are 11:00am-8:00pm, full-time.

***Pool opening and closing times depends on the school schedule of the North Caldwell*

25. The pool concession stand **MUST** be emptied and cleaned by the Wednesday immediately following Labor Day. All snack bar supplies and food must be removed and all areas cleaned.
26. Information concerning pool membership and site inspection may be arranged with Samantha O'Neill, Program Director at (973) 228-6410, ext. 114.
27. Contract may be extended beyond one year.
28. Business registration form is required to be submitted with bid documents, or prior to entering into a contract with the Borough.
29. The Borough requests prices for the year 2019, with the possibility of extending the contract with a bid for (2020) and (2021) two year extension. The contract extension will be at the sole discretion of the Borough. It is compulsory for each bidder to submit a price for each year. Any bidder unwilling to submit a bid for three years shall be deemed disqualified for this bid.

**PROPOSAL FORM FOR THE OPERATON OF
FOOD AND BEVERAGE CONCESSION STAND AT
THE NORTH CALDWELL COMMUNITY POOL**

To: Borough of North Caldwell
Borough Hall, 141 Gould Avenue
North Caldwell, New Jersey 07006

The undersigned declares that he/she has carefully examined the attached proposal specification and proposed contract. The undersigned submits this proposal without collusion with any other person, firm or corporation, and is in all respects fair and is made without collusion or fraud; that the undersigned has provided the information required in this proposal form. The undersigned agrees that this proposal is accepted, the undersigned will enter into a contract with the Borough of North Caldwell in a form to be negotiated to properly operate and maintain the food and beverage Concession Stand located at the North Caldwell Community Pool for the 2019, 2020 and 2021 pool seasons.

CONCESSIONAIRE NAME: _____

ADDRESS: _____

SIGNED BY: _____

NAME (PRINT OR TYPE) _____

TITLE (PRINT OR TYPE) _____

DATE: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

\$ _____

PROPOSED BID FOR 2019 SEASON

PROPOSED BID FOR 2020 SEASON

PROPOSED BID FOR 2021 SEASON

QUALIFICATIONS, EXPERIENCE, REFERENCES

State of New Jersey

County of _____

_____ of full age, being duly sworn according to law, upon his/her oath deposes and says:

1. I am the owner/general partner/president of _____
And I have herewith submitted a bid proposal to equip and operate the Food and Beverage Concession Stand at the North Caldwell Community Pool for the 2019 Season.

2. Current and previous experience in the food and beverage business;

<u>From</u>	<u>To</u>	<u>Trade Name</u>	<u>Location</u>	<u>Position Held</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

3. References in support of bid submission, including persons familiar with experience referenced above (minimum of three):

<u>Name</u>	<u>Street</u>	<u>Municipality</u>	<u>Relationship</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. Financial Institution References (current status):

<u>Institution</u>	<u>Branch Locations</u>	<u>Type of Account(s)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. Federal ID# _____
or
Social Security # _____

Sworn and subscribed to
Before me this _____ day of
_____, 2019

Signature

Name (Print/Type)

Notary Public

BOROUGH OF NORTH CALDWELL FOOD AND BEVERAGE CONCESSION
STAND NORTH CALDWELL COMMUNITY POOL

NON-COLLUSION AFFIDAVIT

State of _____ County of _____ SS #: _____

_____ residing in (Name of Affiant)

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

_____ of the firm of _____ (Title
or position) (Name of firm)

_____ the bidder making this Proposal for the
bid proposal entitled **Proposal and Specifications for Operation of Food and Beverage
Concession Stand, North Caldwell Community Pool**, 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, participated in any collusion, or otherwise taken any action in restraint
of free, competitive bidding in connection with the above named project; and that all
statements contained in said proposal and in this affidavit are true and correct, and made
with full knowledge that the Borough of North Caldwell relies upon the truth of the
statements contained in said Proposal and in the statements contained in this affidavit in
awarding the contract for the said project.

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

Signature

(Type or print name of affiant under
signature)

Subscribed and sworn to
Before me this day

_____,
2019.

Notary Public

My commission expires _____, 20____.

STATEMENT OF OWNERSHIP

Chapter 33- Laws of 1977 (Became Effective on March 8, 1977 N.J.S.A. 52:25-24.2)
53:25-24.2- Bidders to Supply Public Agencies; Statement of Ownership of 10% Interest in
Corporation of Partnership

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of work or the furnishing of any material or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stock holders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be if one or more stockholders or partners is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall so be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

No award or contract or agreement entered into may be made if there is a failure to comply with the provisions of this law.

List here (or attach) the names and addresses required under Chapter 33, Laws of 1977.

Name _____ Name _____

Address _____ Address _____

City/State/Zip _____ City/State/Zip _____

Name _____ Name _____

Address _____ Address _____

City/State/Zip _____ City/State/Zip _____

Subscribed and sworn before me
This _____ day of _____, 2019.

(Affiant)

(Print name & title of affiant)

Notary Public

My Commission expires _____

EXHIBIT A

Mandatory Equal Employment Opportunity Language N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; reselection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for provisions of this nondiscrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval Certificate of Employee Information Report Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**

Signed: _____

Name: _____

Title: _____

Date: _____

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A.

10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____