

**SPECIFICATIONS
FOR
BOROUGH OF BERNARDSVILLE
SOMERSET COUNTY, NEW JERSEY**

**RENTAL OF SNACK BAR AND RIGHT
TO SELL FOOD AND SOFT DRINKS**

**MUNICIPAL POOL
SENEY DRIVE, BERNARDSVILLE, NJ**

BIDS DUE: March 28, 2023 at 2:00 p. m.

NAME OF BIDDER _____

FEBRUARY 2023

SNACK BAR FOOD AND SOFT DRINK PRODUCTS

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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN THAT SEALED PROPOSALS FOR:

RENTAL OF SNACK BAR AND RIGHT TO SELL
FOOD AND SOFT DRINK PRODUCTS

will be received no later than March 29, 2022 at 2:00 P.M. prevailing time, at the Borough Clerk's Office, 166 Mine Brook Road (U.S. Route 202), Bernardsville New Jersey and publicly opened and read in the Council Room at the hour mentioned above.

Proposal forms, Instructions to Bidders, Specifications and other bidding documents may be obtained at the office of the Borough Clerk in the Municipal Building, 166 Mine Brook Road, Bernardsville, NJ. Proposal forms, Instructions to Bidders, Specifications and other bidding documents are also available on the Borough web site: BernardsvilleBoro.org.

Proposals must be properly and completely executed on the proposal forms furnished with the contract documents. Each bid shall be delivered in a sealed envelope, clearly marked on the outside with the name of the item being bid, and delivered to the Borough Clerk's office at the place designated on or before the hour mentioned above.

All proposals must be accompanied by a proposal form, a contractor's qualification statement, a Non-Collusion Affidavit, a Statement of Ownership, a Site Inspection Affidavit and a New Jersey Business Registration Certificate.

All 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 for affirmative action programs.

No proposal may be modified, withdrawn or canceled by the bidder for a period of sixty days subsequent to the opening of bids.

The Borough Council reserves the right to reject any and all proposals and to make such awards as may be in the best interest of the Borough of Bernardsville. The Borough also reserves the right to waive any informality in any proposal.

Please contact Kathy Redling on 908-766-3850 x 122 should you have any questions.

Anthony Suriano
Borough Clerk

BOROUGH OF BERNARDSVILLE
INSTRUCTIONS TO BIDDERS

1. The bidder must be an individual, firm or partnership of recognized and established standing.
2. No bid will be allowed to be withdrawn for any reason whatsoever after it has been presented to the Borough.
3. All bids must be submitted on the proposal form furnished with the contract documents. All proposals shall be typewritten or penned. Any exceptions to the bid must be noted on the proposal page or attached thereto.
4. Bids must be enclosed in sealed envelopes, bearing on the outside the name and address of the bidder, and must be delivered at the time and place indicated on the Notice to Bidders.
5. Bids may be hand delivered or mailed. In the case of mailed bids, the Borough will not assume responsibility for bids forwarded through the mail if lost in transit at any time before bid opening. All bids received after the designated date and time will be returned unopened to the bidder.
6. All bids must be accompanied by an executed Non-Collusion Affidavit, a Statement of Ownership, a Contractor's Qualification Statement and a Site Inspection Affidavit.
7. In addition to all bidders complying with the requirements of N.J.S.A.10:5-31 et seq. (P.L. 1975, Chapter 127), N.J.A.C. 17:27 for affirmative action programs (affirmative action requirements), the successful bidder must submit the following to the Borough:
 - a. An existing federally approved or sanctioned affirmative action program or
 - b. A certificate of Affirmative Action Employee Information Report Approval or
 - c. An Affirmative Action Employee Information Report (AA302) secured from the Purchasing Agent
8. The Borough of Bernardsville normally awards contracts or rejects all bids within an approximate 30-day time frame, but in no case more than 60 days. Exception to this schedule would be in accordance with N.J.S.A. 40A:11-24, which provides that "any bidders who consent thereto may, at the request of the contracting unit, have their bids held for consideration for such longer period as may be agreed." All prospective bidders are advised of this schedule since bids must be firm when bid and must remain so for 60 days or longer if otherwise agreed to by the Borough and the bidder.
9. The Borough reserves the right to reject any and all bids and to make such awards as may be in its best interest. The Borough also reserves the right to waive any informalities or irregularities in any bid.

10. This contract, the general conditions, and the specifications which together form the contract documents are intended to fully cooperate with and complement each other. The contractor hereby represents that prior to the submission of his bid, he has read each and every clause and section of the contract documents and he has considered the same and all matters which can in any way affect performance under this agreement and made investigations relating thereto, and he agrees that he will not make any claim nor have any right to damages or extension of time for performance of this contract, or any other concession because of any misinterpretation or misunderstanding of this contract or the specifications or because of any lack of information.

11. Equal or Tie Bid. The Borough reserves the right to award at their discretion to any of the tied bidders.

12. The Borough will notify the successful bidder in writing of award of contract. Should any successful bidder, upon being notified, fail to execute a Contract within ten (10) days of such notification with the Borough, the Borough will be free to award a Contract to another, and the Borough shall have the right to proceed against the guaranty accompanying the bid.

13. The successful bidder shall observe and comply with all Federal and State laws, rules and regulations, and local ordinances that affect those engaged or employed in the performance of the work described herein, the materials or equipment used, or the conduct of the work. Attention is directed to occupational health and safety regulations.

14. If a pricing error is discovered after the bid opening between the unit price and the total extended price, the unit price shall prevail.

15. Wherever a brand name is mentioned, an equivalent will be accepted as long as it basically complies with the specifications. It will be up to the bidder to prove equivalency to the satisfaction of the Recreation Director.

16. To the extent permitted by law, competency and responsibility of bidders, their facilities, experience in similar work, and that of their proposed subcontractors, and amount of alternates, will be considered in making awards, as well as costs.

17. Payment will be made within 30 days of receipt of properly certified and tabulated invoice. Payments by the Borough are made on a monthly basis and will be done according to normal Borough payment procedures.

18. Contract award shall be made to the bidder submitting the highest rental fee, provided that bidder is both responsive and responsible.

19. **Note that it is now mandatory to submit a New Jersey Business Registration Certificate with all public bids. Failure to submit the certificate will result in rejection of the bid.**

20. Any questions about dates and times of operation or appointments to view the Snack Shack should be directed to Bob Markowick, Recreation Director at 908-766-3000 ext. 112.

INSURANCE REQUIREMENTS

The Contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State as will protect himself, his subcontractors and the Owner from claims in bodily injury, death or property damage which may arise from the operations under this contract. The contractor shall not commence work under this contract until he has obtained all insurance required under this section and until he has filed the Certificate of Insurance or a certified copy of the insurance policy with the Owner. Each insurance policy shall contain a clause that it shall not be canceled by the insurance company without ten (10) days written notice of the Owner of intention to cancel. An endorsement showing the Borough of Bernardsville to be an additional insured shall be included in all policies.

The amounts of such insurance shall not be less than the following:

1. Workers Compensation and Employer's Liability - As required by the State
2. General Liability -
 - a. Bodily Injury \$ 500,000 per occurrence
 - b. Property Damage 500,000 per occurrence
 - c. Bodily Injury and Property Damage Combined 500,000 aggregate
3. Automobile Liability -
 - Bodily Injury and Property Damage Combined \$ 500,000 per occurrence
500,000 aggregate
4. Excess Umbrella Liability - \$1,000,000

AFFIRMATIVE ACTION REQUIREMENTS

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE 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 take affirmative action to ensure that such applicants are recruited and employed, 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 action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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 personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable 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 subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

REQUIRED AFFIRMATIVE ACTION EVIDENCE

Procurement, Professional & Service Contracts: "All bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

All successful vendors must submit within seven days of the notice of intent to award or the signing of the contract, one of the following to the Borough of Bernardsville:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval.

OR

2. A photo copy of their Certificate of Employee Information Report.

OR

3. A completed Affirmative Action Employee Information Report (AA302).

The Affirmative Action Affidavit for vendors having less than fifty employees is no longer acceptable.

The following questions must be answered by all prospective bidders:

1. Do you have a federally approved or sanctioned Affirmative Action Program?

Yes _____ No _____

- (a) If yes, please submit a photostatic copy of such approval.

2. Do you have a State Certificate of Employee Information Report approval?

Yes _____ No _____

- (a) If yes, please submit a photostatic copy of such certificate.

Affirmative Action Certification

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of **N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27** and agrees to furnish the required documentation pursuant to the Law.

and agrees to furnish the required documentation pursuant to the Law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

NOTE: A contractor's bid must be rejected as non-responsive if a contractor fails to comply with the requirements of **N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27**

STATEMENT OF OWNERSHIP OF
CORPORATION OR PARTNERSHIP

In accordance with P.L. 1977 Chapter 33, the names and addresses of all stockholders in

who own ten percent or more of its stock of any class are:

Subscribed and sworn to before me
this ____ day of _____.

Signed: _____

(Authorized Representative)

SITE INSPECTION AFFIDAVIT

I, _____, on behalf of the bidder,

_____, do hereby declare that, I or my
(Name of Bidder)

duly authorized representative, did adequately inspect the project site for the purpose of being fully informed as to the location and condition of the Snack Bar at the Municipal Pool. I inspected the project site on the ____ day of _____, 20____, and I hereby acknowledge that I have satisfied myself with regard to the conditions of the site and the nature and extent of the work to be performed under this contract.

By _____

(Print or type name)

(Bidding Firm)

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

Notary Public

My commission expires on _____, 20____

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

In accordance with the New Jersey Business Registration Certificate Law P.L. 2004, c. 57, effective September 1, 2004, all business organizations that do business with the Borough are required to be registered with the State and must provide the Borough with a copy of a Business Registration Certificate. Failure to provide proof of registration shall be considered a fatal defect and will result in a mandatory rejection of the bid.

New Jersey Business Registration Requirements

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

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.

Obtaining a New Jersey Business Registration Certificate

Businesses must complete Form NJ-REG and submit it to the Division of Revenue. Businesses may

- 1) Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the “online” link and then select “Register for Tax and Employer Purposes”.
- 2) Download the paper form and instructions at www.nj.gov/treasury/revenue/revprnt.htm .
- 3) Call the Division at 609-292-1730 to have the form mailed to you.
- 4) Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Individuals may submit the attached Form NJ-REG-A—(page 17) or may download it from the web at www.nj.gov/treasury/revenue/pdfforms/reg_a.pdf .

**BOROUGH OF BERNARDSVILLE
BID CHECKLIST**

	<u>REQUIRED</u>	<u>RECEIVED</u>
1. Bid Proposal Sheet	<u> X </u>	<u> </u>
2. Bid Bond (10% or \$20,000, whichever is less)	<u> </u>	<u> </u>
3. Consent of Surety	<u> </u>	<u> </u>
4. Statement of Ownership	<u> X </u>	<u> </u>
5. Non-Collusion Affidavit	<u> X </u>	<u> </u>
6. Site Inspection Affidavit	<u> X </u>	<u> </u>
7. Prevailing Wage Certification	<u> </u>	<u> </u>
8. Contractor's Qualification Statement	<u> X </u>	<u> </u>
9. Subcontractors List	<u> </u>	<u> </u>
10. Affirmative Action Cert.	<u> X </u>	<u> </u>
11. New Jersey Business Registration Certificate	<u> X </u>	<u> </u>
12. Bidder Acknowledges Intent to Comply With the Following:		
a. Insurance Requirements	<u> X </u>	<u> </u>

ALL ITEMS THAT ARE CHECKED MUST BE INCLUDED WITH YOUR BID PROPOSAL OR YOUR BID MAY BE REJECTED AS NONRESPONSIVE. CHECK ALL ITEMS THAT YOU HAVE INCLUDED IN YOUR BID.

PROPOSAL FOR SNACK BAR RENTAL FOR FOOD AND DRINKS

The undersigned hereby declares that he/she has fully examined the specifications and other contract documents, and is familiar with all laws, ordinances and regulations governing the work and agrees that he/she will contract to do all of the work and furnish all of the equipment, labor, materials and all else necessary or required under the terms of the contract.

We, the undersigned, bid the as follows: 2023 \$ _____
to be paid as rent to the Borough of Bernardsville, for the rental of the space and the exclusive right and privilege to sell food and soft drink products from the existing facilities at the Bernardsville Municipal Pool for the 2018 Summer season as follows:

Open starting Memorial Day weekend (Saturday, Sunday, & Monday) and the two weekends (Saturday 11:00 – 6:00 and Sunday 12:00 – 6:00) following Memorial Day.

Full time operations begin on Saturday June 17, 2023 and the hours are:

Weekdays and Saturday – 11:00 a.m. to 7:30 p.m.
Sunday and Holidays – 12:00 Noon to 7:30 p.m.

Beginning on August 7th the Pool closes at 7:00 p.m.

Season ends Labor Day Monday at 6:00 p.m.

* ATTACH DRAFT PRODUCT/PRICE LIST FOR FOOD AND DRINKS TO BE SOLD WITH BID. FINAL PRODUCT/PRICE LIST IS SUBJECT TO APPROVAL AND SHOULD BE SUBMITTED WITH SIGNED CONTRACT.

PRICES ARE TO REMAIN FIXED DURING THE TERM OF THIS CONTRACT. COMPARABLE SPECIAL ITEMS THAT MEET FOOD SPECIFICATIONS MAY BE OFFERED.

Trade or Corporate Name

Signature

Address

Phone Number

CONTRACTOR'S QUALIFICATION STATEMENT
EXPERIENCE, EQUIPMENT, AND FINANCIAL QUALIFICATIONS

The signatory of this proposal guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years have you been in business under your present business name? _____
2. What projects of similar nature has your organization completed? Indicate at least 4 references.

Company, and Phone Number	Contact Person	Type of Project	Amount of Contract	Date of Completion

3. Have you, your company, or any organization of which you have been a responsible officer or agent, ever failed to complete any work awarded to you? If so, where and why?

4. Have you, or your company ever defaulted on a contract?

5. Has your company ever been adjudged a bankrupt, or been subject to a receivership, or an order of reorganization?

6. Furnish below the names of banks and other financial references from whom can be determined the financial ability of the bidder to carry out this Contract.

Date _____ Name of Bidder _____

Address _____

Signed by (name and title)

SPECIAL CONDITIONS AND SPECIFICATIONS

This contract is for the rental of space and the exclusive right and privilege to sell food and soft drink products from the snack bar at the Borough Municipal Pool located on Seney Drive, Bernardsville, New Jersey, on the days and during the hours provided herein.

Bidders must have the ability and experience in the operation of a seasonal concession facility at a similar facility. Bidder must have at least two (2) years experience in established food service business.

The premises being rented shall consist of the present snack bar having an area of approximately 12 ft. X 18 ft. All existing equipment (cooking, refrigeration, etc.) is the property of the Borough of Bernardsville with the exception of the ice cream freezer and the drink cooler. The successful bidder shall make arrangements with the vendors of these products should he/she desire to provide these products at the snack bar.

The rental term shall be for the 2023 summer season on the days and during the hours as follows:

Open starting Memorial Day weekend (Saturday, Sunday, & Monday) and the two weekends (Saturday 11:00 – 6:00 and Sunday 12:00 – 6:00) following Memorial Day.

Full time operations begin on Saturday June 17, 2023 and the hours are:

Weekdays and Saturday – 11:00 a.m. to 7:30 p.m.
Sunday and Holidays – 12:00 Noon to 7:30 p.m.

Beginning on August 7th the Pool closes at 7:00 p.m.

Season ends Labor Day Monday at 6:00 p.m.

The successful bidder will be permitted to sell food and beverages during the normal hours and days of pool operation seven days per week, unless otherwise specified. The hours and days of operation as outlined above may be modified only upon express permission or direction from the Recreation Director.

The rental hereunder shall be due no later than Friday May 12, 2023 made payable to the Borough of Bernardsville.

Repairs, alterations and decorating may be made by the bidder only upon express written permission from the Borough. Said Borough may, at its sole discretion, undertake such repairs and decorating as it deems suitable and any improvements made by the bidder shall become the property of the Borough of Bernardsville without payment of consideration thereof.

In the event of destruction of or damage to the rental premises by any cause whatsoever rendering the rental premises unusable for the purposes intended, the within agreement shall immediately terminate without further rights or obligations occurring to any of the parties; except, however, the bidder shall be responsible for any loss or damage caused by the carelessness, negligence or improper conduct on said bidder's part or any of his agents.

Existing utilities available at the Municipal pool snack bar will be paid by the Municipal Pool. Any new utilities desired by the bidder must have express written permission of the Borough. Equipment utilizing utilities requiring special wiring or connections or that would overload existing utilities shall be installed by the bidder only upon express written permission of the Borough.

The successful bidder shall promptly comply with all laws, ordinance, rules, regulations, requirements and directives of the federal, state, and municipal governments or public authorities and of all their departments, bureaus and subdivisions, applicable to and affecting the rented premises, their use and occupancy.

The bidder shall be responsible for maintaining the rented premises in a neat and satisfactory condition during the period of the within agreement and shall deliver said premises to the Borough upon termination of the within agreement in good condition less ordinary wear and tear.

The bidder agrees that the Borough or any of its agents shall have access to the rented premises or any part thereof at all reasonable hours for the purpose of examining same or making repairs or alterations therein as it, in its sole discretion, may deem necessary for the safety and preservation thereof.

Neither the Borough of Bernardsville nor any of its agencies or employees shall be liable for any damage or injury which may be sustained by the bidder, his/her employees or agents for any reason whatsoever.

The bidder waives all rights of recovery against the Borough of Bernardsville, any of its agencies or employees for which the bidder is insured. The bidder is aware that patrons entering the Bernardsville Pool are permitted to bring in outside food and drink products.

Each bidder must attach to the Proposal form a list of all food and beverage products to be sold, including a price list. A modified product list may be submitted with an awarded signed contract, but no Price changes may be made. All product changes are subject to approval.

The Product and Price list shall remain in effect and unchanged during the terms of the within agreement that he/she intends to sell at the Municipal Pool. A list of suppliers of said products must be submitted with an awarded signed contract. Comparable special items that meet the below Food Specifications may be offered during the course of the contract.

Each proposal submitted must be on the form attached hereto and all proposals shall be enclosed in a sealed envelope addressed to the Borough Clerk's Office, 166 Mine Brook Road (U.S. Route 202), Bernardsville New Jersey 07924, and clearly marked "Sealed Bid For Snack Bar - Food and Drink Products". Envelope shall include the bidders name and address.

The Borough reserves the right to reject any and all bids or to accept any bid which in its judgement is in the best interest of the Borough of Bernardsville.

FOOD SPECIFICATIONS

MEAT AND MEAT PRODUCTS

All meat and meat products sold at the Bernardsville Municipal Pool must conform to the following minimum grades and specifications. Meat products not listed herein but approved for sale by the Borough must be United States Department of Agriculture Choice grade or better.

HAMBURGER PATTIES

Hamburger patties shall be made of beef, ground chuck, 100% U.S.D.A. Grade. Patties shall be prepared in accordance with the best practice accepted by the trade and shall be separated individually by prepared papers. No meat trimming shall be used. Patties containing utility, canner or cutter grade beef will not be accepted.

HOT DOGS

Hot Dogs to be sold shall be U.S.D.A. Grade. Hot dogs shall be made of all meat products with no fillers used.

CHIPS AND PACKAGED SNACKS

Brands sold are to be equal to Fritos or Wise chips.

ICE CREAM PRODUCTS

Only ice cream products of the quality of Good Humor or equal will be accepted for sale.

SODA AND FOUNTAIN DRINKS

Only name brands of Pepsi or Coke or their equal will be accepted for sale. Only brands of Lipton or Tetley or their equal will be accepted for sale.

LOSS OF PRODUCT OR EQUIPMENT/SMALLWARES

The Borough shall not be responsible for the loss of product or contractor provided equipment/small wares.

CONTRACT

THIS AGREEMENT, made this _____ day of _____, 2023 BETWEEN BOROUGH OF BERNARDSVILLE IN THE COUNTY OF SOMERSET, a municipal corporation of the State of New Jersey, party of the first part, hereinafter called the "Borough"

AND _____

party of the second part, hereinafter called the "Contractor"

WITNESSETH

That the Contractor, for and in consideration of the sums of money to be paid to the Borough by the Contractor as hereinafter mentioned, and in further consideration of the promises, covenants and agreements herein entered into between the parties hereto, does hereby covenant, promise and agree to and with the Borough as follows:

1. The Contractor shall perform all of the terms and conditions of the within contract of

**RENTAL OF SNACK BAR AND RIGHT
TO SELL FOOD AND SOFT DRINKS**

in strict and entire conformity and in accordance with the Notice to Bidders, Proposal, Conditions, Specifications and other documents relative thereto and hereto annexed and made a part hereof, which Notice to Bidders, Proposal, Conditions and Specifications, together with all documents annexed hereto are collectively called the "Contract Documents", and in consideration of the Contractor performing this contract in the manner herein stated and as stated in the Contract Documents, the Contractor promises and agrees to pay or cause to be paid to the Borough the sums of money mentioned in said Contract Documents in the manner and under the conditions therein provided.

2. The Contractor shall maintain adequate insurance to indemnify, hold and save

harmless the said Borough, its officers, agents, servants and employees from and against all suits, damages, claims, demands and actions for any injury to any person or persons, including injury causing death, and for any injury, damage, and/or destruction of property sustained, or alleged to have been sustained, by any party or parties, corporation or corporations, in, about and in connection with the work or any part thereof, or by or on account of any act of commission or omission of said Contractor, his employees, servants, agents and/or by reason of, arising out of, in connection with this contract or the Contract Documents, or the failure or neglect to keep, observe or perform any of their terms, covenants, agreements, provisions or conditions, the aforesaid being in addition to any other right or remedy which the Borough may have against the Contractor in law or equity or otherwise.

3. The Contractor covenants and agrees that, anything in this contract or in the Contract Documents to the contrary notwithstanding, or regardless of any matter, thing, contingency or condition unforeseen or otherwise, present or future, the Contractor shall not be entitled to receive any additional or further sums of money than the amounts in said Contract Documents provided; and the failure of the Borough to insist upon strict performance of any of the terms, covenants, agreements, provisions or conditions in this contract or in the Contract Documents, on any one or more instances, shall not be construed as a waiver or relinquish for the future of any such terms, covenants, agreements, provisions and conditions, the same shall be and remain in full force and effect with power and authority on the part of the Borough to enforce the same without prejudice to any other rights which the Borough may have against the Contractor under this contract or the Contract Documents.

4. This contract shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, but it is expressly understood, covenanted and agreed that this contract shall not be assigned, sold, subcontracted, pledged,

mortgaged or set over by the Contractor to any person, firm, corporation or association, except upon the express written consent of the Borough.

5. Should the work to be performed under this contract be suspended, interrupted or entirely prevented for any reason whatsoever as a result of any judicial determination, no claim for damages of any character shall arise in favor of the Contractor or against the Borough.

6. It is expressly understood and agreed, anything to the contrary notwithstanding, that the contracting unit may, upon thirty days written notice to the contractor, elect to terminate the within agreement and upon the date fixed in said notice the within agreement shall become null and void without any further rights or liabilities accruing thereto.

7. This agreement does not constitute a landlord - tenant relationship.

IN WITNESS THEREOF, the parties hereto have signed and sealed this contract or caused same to be executed by their proper corporate officers on the date indicated above.

Borough of Bernardsville
in the County of Somerset

Mayor

Attest:

Date

Clerk

Date

President

Attest:

Date

Witness

Date

Contract Expiration: September 4, 2023