

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 25, 2021 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No proposal may be modified, withdrawn or canceled by the bidder for a period of sixty days subsequent to the opening of bids.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

**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 25, 2021 at 2:00 p. m.

NAME OF BIDDER _____

FEBRUARY 2021

SNACK BAR FOOD AND SOFT DRINK PRODUCTS

TABLE OF CONTENTS

NOTICE TO BIDDERS	1
INSTRUCTIONS TO BIDDERS	2
INSURANCE REQUIREMENTS	4
MANDATORY EQUAL OPPORTUNITY LANGUAGE	5
STATEMENT OF OWNERSHIP	9
NON-COLLUSION AFFIDAVIT	10
SITE INSPECTION AFFIDAVIT	11
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	14
BID CHECKLIST	15
PROPOSAL FORM	14
CONTRACTOR'S QUALIFICATION STATEMENT	15
GENERAL CONDITIONS	17
SUPPLEMENTARY CONDITIONS	21
SPECIFICATIONS	24
CONTRACT	28

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

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)
COUNTY OF SOMERSET) SS:
BOROUGH OF BERNARDSVILLE)

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

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

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

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

(Type name of affiant
under signature.)

Notary Public of:

My commission expires _____, 20 __

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/pdforms/regapdf.

**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: 2021 \$ _____
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:

Opening starting Memorial Day weekend (Saturday, Sunday, & Monday) and the two weekends (Saturday and Sunday) following Memorial Day 12:00 noon to 6:00 p.m.

Full time operations begin on Friday June 18, 2021 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 9th 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 5 references.

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

GENERAL CONDITIONS

ADDENDA

It shall be understood that any addenda issued from time to time to furnish additional information to the bidders shall become an integral part of these Plans and Specifications. Receipt of addenda shall be acknowledged by the bidders on the forms provided with any addenda that are issued.

QUESTIONS REGARDING PLANS AND SPECIFICATIONS

Neither the Borough nor any of its representatives will be responsible for non-written answers to inquiries or instructions by any person previous to opening of proposals. Should any bidder be in doubt as to intent of Plans and Specifications, he should at once notify the Engineering Department in writing, who will send a written Addendum to all bidders covering the point in question. Questions will not be answered if received after 1:00 P.M., four calendar days before bid opening date. Failure of proper interpretation or making the necessary inquire will be the Contractor's responsibility.

Before submitting bids, the bidder shall apply in writing to the Facilities Management Department for clarification or interpretation of any conflicting information between two or more statements in the Specifications. If such clarification is not requested before bidding, the bidder shall be responsible for doing such work and furnishing such materials, as is necessary to comply with whichever interpretation of the Specifications the Facilities Management Department may judge to be proper.

The right is reserved by the Facilities Management Department to correct any errors or omissions in said Plans and Specifications wherever such corrections are necessary for the proper fulfillment of the intentions of the Plans and Specifications.

COMPLIANCE WITH ALL LAWS

The Contractor 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.

All laws, regulations and guidelines governing safety in construction as promulgated by the Federal, State, County and local authorities including OSHA shall be complied with at all time by the Contractor. All costs incurred as a result of compliance with these regulations are considered to be included in the unit prices bid. No separate payment will be made.

CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to the furnishing of materials, labor or services under which the work will be performed. Failure to do so will not relieve a successful bidder of his obligation to furnish all material, labor, services and all else necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in his bid. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

The Contractor shall satisfy himself, by careful examination, as to the nature and location of the work, the character of equipment and facilities needed preliminary to and during prosecution of the work, the general and local conditions, and all other matters which can in any way affect work under this contract.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor, and a condition of the Contract, shall and hereby does agree that, in the hiring of laborers, workmen and mechanics for the performance of work under this Contract or any subcontract here under, neither the Contractor nor his subcontractors, nor any person acting, on their behalf shall, by reason of race, creed, color, sex, national origin or ancestry, discriminate against any citizen of the State of New Jersey who is qualified and available to perform the work to which the employment relates.

The Contractor or his subcontractors, or any person on their behalf shall not discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, sex, national origin or ancestry.

PREPARATION OF BIDS

Bids shall be submitted on a Bid Proposal Form included herewith. Any bid having an erasure or interlineation of price may be rejected.

Proposals must be submitted on the prescribed forms. All blank spaces must be filled in, typewritten, or in ink. Each bidder must furnish with his proposal summary information requested.

Before award is made to a bidder, not a resident of the State of New Jersey, such bidder shall designate a proper agent in the State of New Jersey on whom service can be made in the amount of litigation.

Bid prices shall be stated in figures in appropriate places in the "Bid Proposal Form", and bids may be considered nonconforming which contain items not specifically required by these Specifications.

Permission will not be given to withdraw any proposal after it has been deposited with Owner.

CONSIDERATION OF BID PROPOSALS

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. Bids from parties not regularly and practically engaged as Contractors from the scope and class of work bid upon may be rejected after investigation by the Owner.

The Owner may consider nonconforming any bid not prepared and submitted in accordance with the provisions hereof. The Owner reserves the right to reject any or all bids, and to the extent permitted by law to waive an informalities or irregularities in the bids received if it is in the best interest of the Owner to do so.

TAXES AND FEES

The Contractor shall, at no additional cost to the Owner, pay all applicable fees, and all applicable taxes, except those taxes which apply to the real property comprising the site of the project.

The Borough of Bernardsville is exempt from Federal Excise Taxes and the New Jersey State Sales Tax.

PAYMENTS

Payments will be made on a monthly basis after approval by the Governing Body at their regularly scheduled work meeting. Requests for payment will be forwarded for Council approval only after receipt of a properly executed purchase order/voucher accompanied by a Contractor's invoice and after acceptance of the work by the Owner.

When requested by the Owner, applications for payment shall be accompanied by the Contractor's Affidavit of Payment of Debts and Claims through the date of proceeding payment.

At or about the start of work, a Borough representative shall notify the Contractor of the cutoff dates for monthly payment applications. Such dates may be changed by the Borough, from time to time, to coordinate with future meetings of the Governing Body of the Borough of Bernardsville. Contractor's applications for payment shall be on forms furnished by or approved by the Borough. Monthly progress payments shall be mailed within 5 days after the next work meeting of the Governing Body following the Owner's receipt of a completed payment application that has met the appropriate cutoff date.

UNIT PRICES

All unit prices included in bids (see bid forms) shall be NET, and shall include all charges for overhead, profit, taxes, insurance, etc.

Unit prices may be used by the Owner for additions or deductions to the basic work.

ADDITIONAL STATE REGULATIONS

40A:11-18 - American Goods and Products to be Used Where Possible

"American goods and products to be used where possible. 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 that only manufactured and farm products of the United States, wherever available, be used in such work."

SUPPLEMENTARY GENERAL CONDITIONS

CONFLICTING INFORMATION AND ERRORS

Should there be any conflicting information given in the Plans and Specifications, the Facilities Manager or his representative shall be notified of same, and the final decision which shall be followed will be determined by the Facilities Manager.

Prior to the execution of the work, the Contractor shall check the Plans and Specifications and immediately report to the Facilities Manager all errors or omissions discovered therein. Thereafter, during prosecution of the work, the Contractor shall immediately report all further errors or omissions to the Facilities Manager. Any adjustments made by the Contractor without prior approval shall be at his own risk and the settlement of any complications arising from such adjustment shall be made by the Contractor at his own expense.

Nothing in this section shall relieve the Contractor of the obligation to request clarifications or interpretations of conflicting information before bidding.

STANDARD SPECIFICATIONS

All standard specifications referred to, such as American Society for Testing Materials (A.S.T.M.), Federal Specifications (F.S.), American Standard Association (A.S.A.), etc., shall be of the latest issue, including all official amendments and revisions applying thereto, unless otherwise specified.

VARIATION FROM MATERIALS SPECIFIED

Materials or products specified by name of manufacturer, brand, or trade name, or catalog reference shall be the basis of the bid and the named or equal materials or products shall be furnished under the Contract unless changed by mutual agreement. When two or more materials are named, the choice of these shall be optional with the Contractor. Should the Contractor wish to use any materials or products other than those specified, he shall so state, naming the proposed substitutions and indicating what difference, if any, will be made in the Contract price for such substitution, should it be accepted. If, for any reason during the construction of the project, the Contractor deems it necessary to make a materials substitution, the Recreation Director shall be immediately informed in writing. It shall be understood that the Recreation Director shall be the sole judge of the suitability of the proposed substitute.

PROTECTION AND STORAGE OF MATERIALS

The Contractor shall see that all materials and equipment items are properly cared for, housed and protected from the weather as much as possible at the time of delivery.

The Contractor shall protect, by casing or otherwise, all parts which are likely to be damaged so as to prevent defacement.

NON-DISCRIMINATION REQUIREMENTS

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, or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, with regard to their age, race, color, national origin, ancestry, marital status, 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 contracting officer setting forth the provisions of this non-discrimination 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, color, national origin, ancestry, marital status, or sex.

The Contractor or Subcontractor, where applicable will send to each labor union or representative of workers with which he 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 P.L. 1975, c. 127, as amended and supplemented from time to time.

INDEMNIFICATION, INSURANCE, AND ALLOCATION OF RESPONSIBILITY

The Contractor shall maintain adequate insurance to indemnify, hold and save harmless the Borough of Bernardsville, its officers, agents, representatives, 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 or 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.

This provision shall be construed to create the maximum indemnification obligation permitted by law. At any time that the Owner determines that the insurance coverage provided by Contractor is not sufficient to provide such protection and indemnification to the Owner, the owner may withhold from any payment due or thereafter coming due to the Contractor under this Contract an amount sufficient, in the Owner's discretion, to provide such protection and indemnification.

The Contractor shall, at no additional cost to Owner, maintain the following insurance coverage at all times during the work:

- a) Comprehensive General Liability (CGL) insurance, in a single limit for bodily injury and property damage of at least \$500,000 per occurrence/\$500,000 aggregate for the primary policy, and at least \$1,000,000/\$1,000,000 in total coverage including umbrella coverage. CGL coverage shall include at least the following coverages: contractor's protective, completed operation, and contractual liability (including coverage of the indemnification obligation in the preceding paragraph), and the Broad Form Property Damage Liability Endorsement. It shall also include coverage for explosion, collapse, and underground hazards (XCU) unless the Owner deleted such requirement prior to bidding. All liability coverage shall be on an occurrence basis.
- b) Comprehensive Automobile Liability Insurance covering the Contractor for claims

arising from all owned, hired, and non-owned vehicles, with a combined single limit for both Bodily Injury and Property Damage of at least \$500,000 per occurrence/\$500,000 aggregate for the primary policy and total coverage of at least \$1,000,000/\$1,000,000 including umbrella coverage. Automobile liability coverage shall be on an occurrence basis.

- c) Worker's Compensation insurance in the amounts required by law.
- d) All policies shall include extended coverage, and shall name the following as additional named insureds: the Borough of Bernardsville, its officers, agents, representatives, agents, servants, and employees as their interest may appear.
- e) Such other coverages or higher limits, as may be specified elsewhere in the Contract Documents. In case of any apparent conflict between the paragraphs above and insurance requirements elsewhere in the Contract Documents, the more stringent requirement will control.

BEFORE BEGINNING ANY WORK ON THE PROJECT, the Contractor shall furnish to the Owner certificates of insurance showing all required insurance coverages in the limits as described in the Contract Documents and in a form satisfactory to the Owner. Any certificate of insurance shall state that the insurance company will notify the Owner ten days in advance of any cancellation becoming effective.

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 2021 summer season on the days and during the hours as follows:

Opening starting Memorial Day weekend (Saturday, Sunday, & Monday) and the two weekends (Saturday and Sunday) following Memorial Day 12:00 noon to 6:00 p.m.

Full time operations begin on Friday June 18, 2021 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 9th 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 May 14, 2021 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 , 2021 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 6, 2021