

**TOWNSHIP OF CRANFORD
8 SPRINGFIELD AVENUE
CRANFORD, NEW JERSEY 07016**

NOTICE TO BIDDERS

REQUEST FOR BID

**2018 CONCESSION RIGHTS
FOR
THE CENTENNIAL AVENUE POOL CONCESSION STAND AND THE ORANGE
AVENUE POOL CONCESSION STAND**

TOWNSHIP COMMITTEE

**Thomas H. Hannen, Jr., Mayor
Ann Dooley, Deputy Mayor
Pat Giblin, Commissioner
Jean-Albert Maisonneuve, Commissioner
Mary O'Connor, Commissioner**

**Terence M. Wall, MPA, RMC, QPA
Township Administrator**

**Stephen P. Robertazzi, RA, CPO
Director of Recreation and Parks
Swim Pool Utility**

January, 2018

**TOWNSHIP OF CRANFORD
CRANFORD, NEW JERSEY**

NOTICE TO BIDDERS

The Township Clerk will receive sealed bids for the 2018 concession rights for the Centennial Avenue Pool Concession Stand and the Orange Avenue Pool Concession Stand in the Township of Cranford on February 21st, 2018 in Room 108 of the Township Municipal Building, 8 Springfield Avenue, Cranford, New Jersey, at 10:30 a.m. prevailing time.

Specifications and proposal forms may be obtained in the Office of the Township Clerk, 8 Springfield Avenue, Cranford, New Jersey between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday or by registering on the Township website at: <https://www.cranfordnj.org/bids>.

All bids shall be submitted in an opaque sealed envelope clearly marked, "2018 Concession Rights for the Centennial Avenue Pool Concession Stand and the Orange Avenue Pool Concession Stand", with the applicant's name, address and telephone number.

All bids must be accompanied by a bid guarantee in the amount of 10 percent of the bid, but not in excess of \$ 20,000.00, in the form of a certified check, cashier's check or bid bond.

Bidders are required to comply with the Affirmative Action requirements of N.J.S.A. 10:5-31 et seq.

The Township of Cranford reserves the right to reject any or all bids as in its judgment may be deemed to be in the best interest of the Township of Cranford. The Township of Cranford also reserves the right to waive any minor irregularity or technicality.

Patricia Donahue, RMC
Township Clerk

TOWNSHIP OF CRANFORD
INSTRUCTIONS TO APPLICANTS

INTENT

It is the intent of this specification to describe and govern the 2018 concession rights for the Centennial Avenue Pool Concession Stand and the Orange Avenue Pool Concession Stand.

CONTRACT DOCUMENTS

The proposal and contract documents shall include the Notice to Bidders, Instructions to applicants, Proposal, Contract and all documents referred to herein, as well as all specifications. These documents may be examined at the office of the Municipal Clerk, Cranford Municipal Building, 8 Springfield Avenue, Cranford, New Jersey 07016 between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. One set of proposal and contract documents will be furnished to each applicant. Before submitting a proposal, applicants should fully acquaint themselves with all contract documents.

MINIMUM PROPOSAL

Applicants must make a proposal for both concessions. The minimum proposal for the 2018 concession rights for THE CENTENNIAL AVENUE POOL CONCESSION STAND AND THE ORANGE AVENUE POOL CONCESSION STAND shall be thirty thousand dollars (\$ 30,000.00) for the 2018 season.

TERM OF CONTRACT

This contract is for one (1) year and the Township reserves the right to extend the contract for the 2019 and 2020 summer season at an increase on the extension to be based upon the original contract as cumulatively adjusted pursuant to any previous adjustment or extension, and shall not exceed the change in the index rate as provided by law.

CONTRACT

The contract shall be awarded to the applicant for a period of fifteen (15) weeks for the 2018 pool season. The applicant upon expiration of this term shall remove, at his expense, from the concession stand, all of his equipment, food goods, and miscellaneous merchandise. Any damage to the concession building over and above normal wear and tear, on the part of the applicant, shall be paid in full to the Township. If the applicant is awarded the contract for the following year; the applicant may request in writing to the Director of Recreation/Swim Pool Utility, permission to leave their equipment on the pool premises for the operation of the next year's concession rights. The applicant is required to provide a cash deposit of one thousand dollars (\$1,000.00) as security to permit the use of concession stands exclusively by applicant and to insure timely removal of equipment and return of keys to the concession rooms. Deposit may be forfeited solely at the discretion of the Township for failure to remove said equipment or return of keys within thirty (30) days of the end of the respective season.

FORM OF PROPOSAL

Bids shall be submitted on the Bid Form(s) made as part of these proposal and contract documents or upon forms accurately copied there from. All blank spaces shall be filled in completely. Numbers shall be stated both in writing and in figures. The proposal forms shall be signed in long hand by the applicant or an authorized officer or principal of the applicant.

All prices and amounts must be written in ink or preferably typewritten. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Township of Cranford. The complete proposal form(s) shall be without interlineations, alterations, erasures, changes, white-outs, strike-outs, etc. unless initialed in ink by the individual responsible for signing the proposal forms and dated.

The bid proposal form must give the full business address of the applicant and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

SUBMISSION OF BIDS

DELIVERY OF BID

Bids shall be addressed to the Township Committee of the Township of Cranford, and shall be delivered to the Municipal Clerk, 8 Springfield Avenue, Cranford, New Jersey 07016, in an opaque, sealed envelope which shall be plainly marked, **“2018 CONCESSION RIGHTS FOR THE CENTENNIAL AVENUE POOL CONCESSION STAND AND THE ORANGE AVENUE POOL CONCESSION STAND”**. It shall also bear the name of the applicant.

If the proposal is forwarded by mail, the opaque, sealed envelope, properly marked so as to identify it, must be enclosed in another mailing envelope. If the proposal is mailed, said mailing shall be solely at the risk of the bidder. Bids will be received by the Municipal Clerk, Township of Cranford, 8 Springfield Avenue, Cranford, New Jersey at 10:30 a.m. on February 14th, 2018 in Room 108 of the Township Municipal Building, at which time and place they will be publicly opened and read aloud.

INTERPRETATION AND ADDENDA

DISCREPANCIES IN SPECIFICATIONS AND RELATED PROPOSAL DOCUMENTS

Should an applicant find discrepancies in or omissions from the proposal and contract documents, the bidder should at once notify the Aquatics and Fitness Center Operations Manager, who will, by addenda, if appropriate, send written addenda to all applicants known to it. The Township of Cranford shall not be responsible nor in any manner liable with respect to any oral instructions. Clarifications or additional instructions will only be issued in writing. Any addenda issued prior to the opening of the bids are deemed to have been considered in the proposal and shall become part of the contract. It is the responsibility of each applicant to be acquainted with all addenda to the contract documents before the bids are opened.

The applicant understands and agrees that its proposal is submitted on the basis of the specifications prepared by the Township of Cranford. The applicant accepts the obligation to become familiar with the specifications.

DISCREPANCIES IN PROPOSAL

If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Township of Cranford of the extended totals shall govern.

PROPOSAL SECURITY DEPOSIT REQUIREMENTS

The following provisions indicated by an (X) shall be applicable to this bid proposal and be made a part of the proposal documents:

(X) BID GUARANTEE DEPOSIT

All bids must be accompanied by a bid guarantee in the amount of 10 percent of the bid, but not in excess of \$ 20,000.00, in the form of a certified check, cashier's check or bid bond. This check will be refunded to the unsuccessful applicants. The successful applicant will have this check transferred to the Performance Security Deposit.

(X) PERFORMANCE SECURITY DEPOSIT

The successful applicant shall deposit with the Township a certified or cashier's check in the amount of 10 per cent of the bid, but not in excess of \$ 20,000.00 to insure the faithful performance of the contract. Said monies will be held in trust by the Township for the duration of the contract and will be returned to the successful applicant following a complete inspection of the leased premises by a township representative. Deposit may be forfeited solely at the discretion of the Township for failure to remove said equipment, return of keys within thirty (30) days of the respective season, damages to Township owned property leased to the successful applicant which was caused by other than normal wear and tear. Repair cost for said damages will be estimated by the Swim Pool Utility and the full amount, including labor, will be deducted from the deposit.

INSURANCE AND INDEMNIFICATION

INSURANCE

The successful applicant shall certify or cause to be certified to the Township of Cranford Certificates of Insurance for the following:

1. Workers' Compensation as required by the State of New Jersey applicable to the work to be performed. Also such coverage shall include the Standard Extension Endorsement (for the inclusion of diseases not otherwise covered by the policy).
2. Comprehensive General Liability for bodily injury, personal injury and property damage, including damages from collapse, explosion, and underground structures, if applicable, at a limit of not less than \$1,000,000 combined single limit for damages arising out of injury to or destruction of property.
3. Contractual liability insurance indemnifying and holding the Township of Cranford harmless from any and all claims for personal injury or property damage resulting from the negligence of the bidder or anyone working under its control.
4. Comprehensive Automobile Liability shall apply for all owned, non-owned and hired vehicles at a limit of not less than \$1,000,000 combined single limit for bodily injury and property damage for each incident.
5. Fire insurance and products insurance for equipment and stock in trade for \$ 100,000.00.
6. With the exception of Workers Compensation, all Certificates shall name the Township of Cranford as an additional insured.
7. The Certificates shall include a thirty (30) day notice to the Township of Cranford in case of cancellation.

INDEMNIFICATION

The Township of Cranford is to be indemnified and held harmless from lawsuits. Insurance coverage should be reviewed by the applicant to assure that coverage meets all federal and state requirements.

STATUTORY AND CONTRACTUAL REQUIREMENTS

AFFIRMATIVE ACTION

Applicants are required to comply with the requirements of N.J.S.A. 10:5-31, et seq., as amended, and rules (N.J.A.C. 17:27). The contract with the successful applicant will include the mandatory affirmative action language contained herein.

STATEMENT OF CORPORATE OWNERSHIP

Applicants are required to submit a Statement of Ownership with the proposal in compliance with N.J.S.A. 52:25-24.2

NON-COLLUSION AFFIDAVIT

Applicants shall complete and submit the Non-Collusion Affidavit in the form provided with their bids. Failure to submit this form with the bid proposal shall be cause for rejection of the proposal.

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Each bidder shall submit a copy of its Business Registration Certificate issued by the Department of the Treasury and the Business Registration Certificates of all subcontractors listed with its bid pursuant to N.J.S.A. 40A:11-16. Failure to do so shall result in rejection of the bid.

AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The successful applicant is required to become familiar with the Americans With Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful applicant is obligated to comply with the Act and hold the Township of Cranford harmless.

LAWS AND ORDINANCES

The successful applicant at all times shall observe and comply with applicable Federal and State Laws and Municipal ordinances and regulations that in any manner affect the work, pursuant to the specifications contained herein, general welfare of the successful applicant workforce and any goods delivered and services performed and the materials to be used.

SPECIAL CONDITIONS AND/OR REQUIREMENTS

DAMAGE TO FACILITIES

Applicant shall be liable and responsible to property in the space leased exclusively to the applicant. The applicant shall be responsible and obligated for repair and restoration costs. Work shall be performed as approved by appropriate Township of Cranford officials. The applicant shall agree that all personal property upon the premises shall be maintained at the risk of the applicant and that the Township shall not be liable for any damages thereto or loss or theft thereof.

PREPARATION OF BIDS

VISITATION

All prospective applicants are strongly encouraged to visit the concession stands at Centennial Avenue and Orange Avenue pools prior to the submission of a proposal to determine what is required and that they have the capability and background to supply the necessary equipment.

AWARD AND EXECUTION OF CONTRACT

AWARD OF CONTRACT

The contract for concession rights will be awarded to the applicant with the highest bid for the concessions providing the applicant meets all the criteria and specifications herein. Further, the successful applicant shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same at their expense.

EVALUATION OF BIDS/APPLICANTS

Applicants must satisfy the Township of Cranford as to their experience, ability and financial resources for performing the work before the contract will be awarded. Bids that fail to meet these minimum requirements will be considered non-responsive to the proposal specifications.

The Township of Cranford may make such investigations as it deems necessary to determine the ability of an applicant to perform the work, and an applicant shall furnish to the Township of Cranford all such information and data for this purpose as the Township of Cranford may request. The Township of Cranford reserves the right to reject any proposal if the evidence submitted by or investigation of fails to satisfy the Township of Cranford that such applicant is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein, or has previously failed to properly perform any contract for the Township of Cranford.

EQUAL BIDS

When two or more bids are equal in all respects, the Township of Cranford, shall award the contract to the applicant whose response, in the discretion of the Township of Cranford, is the most advantageous, price and other factors considered.

ACCEPTANCE/REJECTION OF BIDS

The Township of Cranford usually awards a contract(s) or rejects all bids within an approximate fifteen to thirty-day time frame, but in no case, more than sixty days. All prospective applicants are advised of this schedule since bids must be firm when bid proposal is submitted and must remain so for sixty days, or longer if otherwise agreed to by the Township of Cranford and the applicant. The Township of Cranford reserves the right to reject any or all bids and also reserves the right to select the successful applicant or applicants whose proposal, in the opinion of the Township Committee of the Township of Cranford, best meets the needs of the Township of Cranford.

ACCEPTANCE AND AWARD OF CONTRACT

The successful applicant will be notified in writing of the award of contract. The notice shall contain appropriate instructions and information for the execution of the contract. The successful applicant or its duly authorized representative shall execute the contract and furnish, as required by the specifications, all bonds, certificates of insurance and any other required documentation.

CONTRACT FORM

The successful applicant will be required to execute a contract in the form prepared by the Township Attorney, which contract will include all terms, conditions and specification documents. No terms or conditions other than those set forth in the proposal and contract documents shall be included in the contract, nor will any form or contract submitted by the successful applicant be accepted by the Township of Cranford in lieu of the Township of Cranford's form of contract.

ASSIGNMENT OF CONTRACT

The successful applicant shall not assign or sublet its contract in whole or in part without prior written consent of the Township of Cranford.

FAILURE TO EXECUTE CONTRACT

If the successful applicant shall fail to execute the contract in accordance with the instructions contained in the notice of award, the applicant shall be deemed to have refused to enter into the contract and to have waived all claim to the work. The applicant shall forfeit its bid deposit.

PAYMENT REQUIREMENTS

PAYMENT TERMS

Four monthly payments of fees under the concession contract shall be due and payable to the Township of Cranford on or before the first day of the month in advance and not later than the fifth day of the month starting the first month of the contract is in effect.

If fees are not received by the Township by the fifth day of the month, a late fee of five percent (5%) of the monthly charge will be assessed per month. If fees and all late charges are not received by the Township prior to the first day of the following month, the Township reserves the right to terminate the contract and take possession of said premises and the concession shall be forfeited immediately.

All remittance of fees and charges to be made by the applicant under this contract shall be made payable to the Township of Cranford and mailed to the Finance Department, 8 Springfield Avenue, Cranford, New Jersey 07016.

INQUIRIES – CONTACT PERSON(S)

QUERIES

Bidder is to telephone the Director of Recreation/Swim Pool Utility at 908-709-7283 if there are any questions.

**GENERAL SPECIFICATIONS FOR THE 2018 CONCESSION RIGHTS
FOR ORANGE OUTDOOR POOL CONCESSION STAND AND
CENTENNIAL OUTDOOR POOL CONCESSION STAND**

The applicant shall make payment to the Township of Cranford for the concession rights to operate the aforementioned concession stands based on the affixed prescribed menu and price schedule for the 2018 season.

MINIMUM PROPOSAL

The minimum proposal for the 2018 concession rights for THE CENTENNIAL AVENUE POOL CONCESSION STAND AND THE ORANGE AVENUE POOL CONCESSION STAND is thirty thousand dollars (\$ 30,000.00).

EQUIPMENT

The applicant shall furnish the vehicles and labor necessary for the installation and removal of concession equipment, food and miscellaneous merchandise.

The applicant shall furnish all freezers, fryers, grills, display racks, storage containers, pots and pans and any other equipment required to offer a diverse menu of properly prepared foods as well as maintain an adequate stock of menu products.

The applicant shall, at his own expense, provide and maintain in acceptable working condition all necessary equipment to properly furnish the services herein provided for in a manner acceptable to the Township. Such maintenance includes all Township-owned equipment referred to above, including cleaning the exhaust filters and hoods over the cooking areas.

PLANS FOR ALTERATIONS

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

CLEANING PREMISES

The applicant shall furnish all labor, services, materials, supplies, and equipment necessary to maintain, in a clean, orderly, and inviting condition satisfactory to the Township, all premises used and occupied by the applicant in the operation of concessions, together with the area immediately surrounding same as affected by said operations. This shall include all areas adjacent to such premises to a distance of not more than one hundred feet (100'), including tables, if any.

DISPOSAL OF GARBAGE AND REFUSE

The applicant shall not permit garbage and other refuse to accumulate or to gather in or about any of the buildings or structures occupied by the applicant except in suitable garbage receptacles which will be supplied by the Township. It will be the responsibility of the applicant to dispose of garbage in the specified areas described by the Township.

UTILITIES

A telephone may be furnished at the option and cost of the applicant. Refuse collection, gas, electric and water will be furnished by the Township. Any additional installation of electrical outlets, gas lines and water lines will be at the applicant's expense.

ACCESS TO CONCESSION STANDS

The applicant shall allow the Township of Cranford officials to access the premises at all reasonable hours for the purpose of examining and inspecting said premises, or making necessary building repairs, or for any other purpose, not unduly affecting the operation of the applicant's business. The applicant shall provide the Facility Manager with a key to the concession stands to be used in case of emergency.

HEALTH/FIRE REGULATIONS

The applicant and employees shall be subject to and comply with all health and fire regulations governing the Township of Cranford. This shall include a permit for operating a retail food handling establishment. All operations of the concession stands shall be in compliance with all aspects of Chapter 12; Construction, Operation and Maintenance of Retail Food Establishments of the New Jersey State Sanitary Code. The applicant shall be required to have a clean/sanitary operation and to keep the immediate snack bar area clean of litter resulting from its operation. The following are examples only of some of the responsibilities required under Chapter 12:

- Wash and sanitize counters daily before opening.
- Wash floors completely at least one hour before opening each day.
- Snack bar area should be cleaned daily before opening.
- The concrete apron around the snack bar should be washed down daily and any gum will be removed from the concrete.
- Deposit garbage daily in the dumpster located in the specified areas described by the Swim Pool Utility. Flatten all cardboard containers and dispose in the specified areas.

It shall be the applicant's financial responsibility to clean and maintain the filters in the cooking exhaust fan system and make any alterations to the existing fire suppression system to meet the fire code.

MENU

A menu proposal shall be submitted on the form attached hereto. The actual menu with which the applicant shall open the season, and any changes in the original menu shall be in writing to the Director of Recreation/Swim Pool Utility and the Facility Manager of the Swim Pool Utility.

Several flavors of ice cream; a variety of snacks (pretzels, candy, chips, etc.); regular and decaf coffee; tea; diet and regular soft drinks of different flavors, and other desirable packaged food available to the patrons shall be offered at all times. The menu shall also reflect a variety of foods always available in plentiful supply.

The menu shall be posted at both concession stands and reflect the items and prices.

The Swim Pool Utility operates its own snack and soft drink vending machines. The applicant shall not place any vending machines on the pool premises.

INDEPENDENT CONTRACTOR

The applicant shall be an independent contractor and that neither he nor his employees shall, under any circumstances, be considered employees, servants or agents of the Township and that the Township shall at no time be legally responsible for any negligence on the part of said applicant, his servants or agents, resulting in either personal injury or property damage to any individual, firm or corporation.

EMPLOYEES

The applicant shall, at his own cost and expense, provide a sufficient number of employees to service the public promptly and efficiently and in a manner satisfactory to the Township. Minimum staffing requirements are indicated below:

A professionally trained adult supervised staff shall be provided at all times. A minimum of two staff members at the pools shall be working during all peak times. The applicant shall be responsible for ascertaining that at least one person, 21 years of age or older, is on the premises to supervise during hours of operation. The staff shall be appropriately attired and well groomed.

The applicant shall employ only competent and satisfactory workers, and, whenever the Township shall notify the applicant in writing that any person employed on the premises, in its opinion, is incompetent, disorderly, unsanitary or otherwise unsatisfactory, such person shall be removed and shall not again be employed at the facilities of the Township.

HOURS OF BUSINESS

Hours of business will be one half (1/2) hour after the posted pool opening hours and one half (1/2) hour prior to the closing pool hours. The dates will vary accordingly to the posted pool schedule.

Applicant must receive permission of the Director of Recreation/Swim Pool Utility to make any adjustment to the above schedules. The applicant will not close the concession stands for rain without the approval of the Facility Manager of the Swim Pool Utility.

The concession stand will be open for Special Events if deemed desirable by the Facility Manager of the Swim Pool Utility.

The applicant may, at his/her option and expense, sponsor adult and teen activities at selected times during the season, e.g., live music, clown/magic show, etc., with the written prior approval of the Director of Recreation/Swim Pool Utility.

APPENDIX

- 1.) Bid Proposal – 2018 Concession Rights for the Centennial Avenue Pool Concession Stand and the Orange Avenue Pool Concession Stand
- 2.) Questionnaire
- 3.) Menu – 1st. page
- 4.) Menu – 2nd. page
- 5.) Statement of Corporate Ownership
- 6.) Non-Collusion Affidavit
- 7.) New Jersey Business Registration Requirements
- 8.) Affirmative Action Requirements
- 9.) Exhibit A – Mandatory Affirmative Action Language
- 10.) Americans With Disabilities Act

**BID FOR THE 2018 CONCESSION RIGHTS
FOR
THE CENTENNIAL AVENUE POOL CONCESSION STAND AND THE ORANGE
AVENUE POOL CONCESSION STAND**

Township Committee:

The undersigned applicant if chosen as the successful applicant, proposes and agrees that he/they will enter into a contract with the Township of Cranford for the 2018 concession rights at the Centennial Avenue Pool Concession Stand and the Orange Avenue Pool Concession Stand and perform the specified scope of work in a satisfactory manner as directed by the appropriate Township of Cranford officials in accordance with the specifications set forth in this proposal.

BID FOR 2018 SEASON

Total : \$ _____

Written Total: _____ Dollars

Date:
Company:
Address:
Signature:
Title:

**THIS FORM MUST BE COMPLETED, SIGNED, DATED AND SUBMITTED WITH
YOUR BID DOCUMENTS.**

QUESTIONNAIRE
(Must Be Submitted With Proposal)

**2018 CONCESSION RIGHTS
FOR
THE CENTENNIAL AVENUE POOL CONCESSION STAND AND THE ORANGE
AVENUE POOL CONCESSION STAND**

List where, when and for whom you have operated similar concessions.
Please explain operations and duties performed.

(Authorized Representative)

Signature: _____ Name (print): _____

Title: _____ Address: _____

Telephone: _____

Date: _____

**THIS FORM MUST BE COMPLETED, SIGNED, DATED AND SUBMITTED WITH
YOUR BID DOCUMENTS.**

MENU – 1st. page
(Must Be Submitted With Proposal)

**2018 CONCESSION RIGHTS
FOR
THE CENTENNIAL AVENUE POOL CONCESSION STAND AND THE ORANGE
AVENUE POOL CONCESSION STAND**

ITEM	SIZE/QUANTITY	PRICE

Signature: _____ Date: _____

**THIS FORM MUST BE COMPLETED, SIGNED, DATED AND SUBMITTED WITH
YOUR BID DOCUMENTS.**

MENU – 2nd. page
(Must Be Submitted With Proposal)

**2018 CONCESSION RIGHTS
FOR
THE CENTENNIAL AVENUE POOL CONCESSION STAND AND THE ORANGE
AVENUE POOL CONCESSION STAND**

ITEM	SIZE/QUANTITY	PRICE

Signature: _____ Date: _____

**THIS FORM MUST BE COMPLETED, SIGNED, DATED AND SUBMITTED WITH
YOUR BID DOCUMENTS.**

STATEMENT OF CORPORATE OWNERSHIP

N.J.S.A. 52:25-24.2 provides in pertinent part that no partnership or corporation shall be awarded any State, County, Municipal or School District Contract for the performance of any work or the furnishing of any materials or supplies unless prior to the receipt of the bid or accompanying the bid of said partnership or corporation, there is submitted a statement containing the following information:

1. If the bidder is a partnership, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the bidder is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.

BIDDER MUST COMPLETE ONE OF THE FOLLOWING STATEMENTS:

I. Stockholders or Partners owning 10% or more of the company submitting bid:

NAME

ADDRESS

Signature _____

Date _____

II. No Stockholder or Partner owns 10% or more of the company submitting bid:

Signature _____

Date _____

III. Bid is being submitted by an individual who operates as a sole proprietorship:

Signature _____ Date _____

**THIS FORM MUST BE COMPLETED, SIGNED, DATED AND SUBMITTED WITH
YOUR BID DOCUMENTS.**

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

) ss:

COUNTY OF)

I, _____ of the City of _____

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

I am _____ of the firm of _____, the bidder making the Bid Proposal for the above named project, and that I executed the said Bid Proposal with full authority so to do; and 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 project; and that all statements contained in said Bid Proposal and in this Affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said Bid 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

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

(Name of Contractor)

(Also type or print name of Affiant under signature)

Subscribed and sworn to before me this _____ day of _____, 2008

NOTARY PUBLIC OF

My Commission expires _____

**THIS FORM MUST BE COMPLETED, SIGNED, DATED AND SUBMITTED WITH
YOUR BID DOCUMENTS.**

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Each bidder shall submit a copy of its Business Registration Certificate issued by the Department of the Treasury and the Business Registration Certificates of all subcontractors listed with its bid pursuant to N.J.S.A. 40A:11-16. Failure to do so shall result in rejection of the bid.

Upon award of a contract, the contractor shall comply with the provisions of N.J.S.A. 52:32-44. The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.”

AFFIRMATIVE ACTION REQUIREMENTS

**BIDDERS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS
OF P.L.1975,C.127 (N.J.A.C. 17:27)**

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

CONSTRUCTION CONTRACTS

=====

MANDATORY LANGUAGE OF
EXHIBIT "A"

=====

=====

MANDATORY LANGUAGE OF
EXHIBIT "B"

=====

ALL SUCCESSFUL VENDORS MUST
SUBMIT ONE OF THE FOLLOWING
FORMS OF EVIDENCE:

ALL SUCCESSFUL CONSTRUCTION
CONTRACTORS MUST SUBMIT THE
FOLLOWING FORM OF EVIDENCE:

1. LETTER OF FEDERAL APPROVAL
 or
2. CERTIFICATE OF EMPLOYEE
 INFORMATION REPORT
 or
3. COMPLETE FORM AA302

1. COMPLETE FORM AA201

=====

AFFIRMATIVE ACTION EVIDENCE
MUST BE SUBMITTED WITHIN
SEVEN (7) DAYS AFTER RECEIPT OF
THE NOTIFICATION OF INTENT TO
AWARD THE CONTRACT OR RECEIPT
OF THE CONTRACT, WHICHEVER IS
SOONER

=====

AFFIRMATIVE ACTION EVIDENCE
MUST BE SUBMITTED NO LATER
THAN THREE (3) DAYS AFTER
SIGNING OF THE CONTRACT

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

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 or sex. Except with respect to affectional or sexual orientation, 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 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 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 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 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

Firm_____

Signed_____

Title_____

Date_____

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 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 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.**

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

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

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

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

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