

**MONMOUTH COUNTY PARK SYSTEM  
805 NEWMAN SPRINGS ROAD  
LINCROFT, NJ 07738  
(732) 842-4000**

**FOOD CONCESSION AT SEVEN PRESIDENTS OCEANFRONT PARK,  
LONG BRANCH, NJ**

**BID NO: #0030-24**

**ADVERTISED: TUESDAY, FEBRUARY 20, 2024**

**BIDS DUE: WEDNESDAY, MARCH 13, 2024, at 10:00AM**

TO APPEAR IN PAPER: TUESDAY, FEBRUARY 20, 2024

## NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Monmouth County Board of Recreation Commissioners at the Monmouth County Park System, Headquarters Building, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey 07738, until **10:00 a.m.**, prevailing time on **WEDNESDAY, MARCH 13, 2024**, and then publicly read aloud for the following.

### **FOOD CONCESSION AT SEVEN PRESIDENTS OCEANFRONT PARK, LONG BRANCH, NJ (BID #0030-24)**

Bid Documents, including Instructions to Bidders, complete Plans and Specifications, and Proposal Forms may be obtained by qualified bidders on our website at [www.monmouthcountyparks.com](http://www.monmouthcountyparks.com); **“Do Business with Us”, “Request for Bids”**. If requested by potential bidders, the Monmouth County Park System will mail a bid packet to such bidders. The Monmouth County Park System only assumes the responsibility for email and /or fax notifications and for placing bid packet in the mail, and not for the proper and timely delivery of such notices or packets.

Bids must be submitted on the proposal form provided or an exact duplicate in the manner designated and required by the specifications. Bid submitted must be enclosed in a sealed envelope bearing the name and address of the bidder, the title of the bid, and the words “Sealed Bid.” Bids are to be addressed to the Purchasing Agent, Monmouth County Board of Recreation Commissioners, 805 Newman Springs Road, Lincroft, New Jersey 07738. Bids may be mailed in or placed in the drop box located outside of the Thompson Park Headquarters Building, 805 Newman Springs Road, Lincroft, NJ, prior to the opening date. Bids must be delivered at the place and before the hour mentioned above. **Bidders shall submit at least one (1) original of each form, with an original signature.**

All bidders are required to comply with requirements of P.L. 1975, c.127, N.J.S.A. 10:5-31, et seq. (N.J.A.C. 17:27) (Affirmative Action), 42 U.S.C. 512101, et seq. (Americans with Disabilities Act), and N.J.S.A. 40A:11-16 “Designated Subcontractors,” N.J.S.A. 52:32-44 (Business Registration) and N.J.S.A. 34:11-56.25, et seq. (Prevailing Wage), and all other laws and regulations that apply to bidding and the performance of the proposed contract.

The Monmouth County Board of Recreation Commissioners reserves the right to waive any informality in, or to reject any or all bids in accordance with N.J.S.A. 40:A-11-13.2, and to award contracts in whole or in part, if deemed in the best interest of the Board to do so.

The Monmouth County Board of Recreation Commissioners shall reserve the right to hold bids for sixty (60) days prior to award of contracts.

All inquiries are to be directed to the Purchasing Department at (732) 842-4000. By order of the Board of Recreation Commissioners of the County of Monmouth.

Kevin Mandeville, Chairman  
Andrew J. Spears, Director  
Jennifer Kaczala, Purchasing Agent

## **GENERAL CONDITIONS**

1. All bidders must submit their proposals on the enclosed forms and must furnish all required information. FAILURE TO PROPERLY EXECUTE THESE FORMS MAY BE CAUSE FOR REJECTION OF THE BID.
2. The bid must be enclosed in two (2) sealed envelopes, one inside the other. The word "BID" must be written on both envelopes. The outside envelope must bear the title of the bid, the date of the bid opening, and the name and address of the bidder.
3. Included with this specification is a true copy of the contract that will be the formal contract to be executed by the successful bidder.
4. The quality of items to be furnished is as set forth in detail in the proposal
5. Any brand names mentioned in the specification shall be deemed to include the words "or approved equal", and bids submitted on other brands must include detailed information and specifications that may be used for the purpose of making comparisons.
6. All bidders must indicate any variation to the specifications, terms, and conditions, no matter how slight. If no variances are indicated, it will be defined to mean that the specification will be fully complied with.
7. Items of foreign origin must be so indicated. Your signature to the bid proposal will be taken as your certification that all manufactured articles and materials not so indicated, have been made or produced in the United States (40 A:11-18)
8. The bidder, if awarded a contract, agrees to protect, defend and save harmless the contracting unit against any damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the contracting unit from suits or actions of every nature and description brought against it, for, or on account of any injuries or damages received or sustained by an party or parties by, or from any of the acts of the contractor, his servants or agents.
9. The Monmouth County Board of Recreation Commissioners reserves the right to reject any or all bids and to waive any minor defect or informality in any bid, should it be in the best interest of the Board to do so.
10. The Board of Recreation Commissioners has up to sixty (60) days to make the award. If addition time is required beyond sixty (60) days, the contracting unit may request permission to do so from any one of the three apparent lowest responsible bidders for an additional period of time to be agreed to by the contracting unit and bidders.
11. In the event that the bidder to whom the contract is awarded should fail to enter into a contract, the Board of Recreation Commissioners may, at its option, accept the proposal of the next lowest bidder.
12. Should the contractor fail to fulfill the terms of the contract within the specified time, the Board of Recreation Commissioners reserves the right to rescind the contract and secure the items or services elsewhere. The contractor is responsible for any additional cost incurred as a result of this action.
13. All items are to be delivered F.O.B. destination specified. The maximum of days allowable for delivery is indicated in the specification and must be adhered to.
14. The County of Monmouth and the Board of Recreation Commissioners are exempt from all Federal, State, and Municipal sales and excise taxes. The New Jersey Sales Tax Exemption Number is 69-0220842.

15. Following delivery, an invoice and a signed Monmouth County payment voucher must be submitted to the Board of Recreation Commissioners. Payment will be made upon approval of the voucher by the Monmouth County Board of Recreation Commissioners and the Monmouth County Board of Chosen Freeholders

16. MANDATORY BUSINESS REGISTRATION CERTIFICATE

**NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS  
GOODS, SERVICES, AND CONSTRUCTION\* CONTRACTS**

Proof of valid business registration (a Business Registration Certificate) with the New Jersey Department of Treasury, Division of Revenue must be submitted to the contracting agency prior to the award of any contract, including purchase orders. No contract will be awarded without proof of such business registration. N.J.S.A. 52:32-44 imposes the following requirements on contractors and on all subcontractors that knowingly enter into a contract, or construct a construction project, with a contractor in the fulfillment of a contract with a contracting agency. \*In the case of a construction contract, “subcontractor” shall mean only designated subcontractors who are required by N.J.S.A. 40A:11-16 to be named in the submission of a bid.

A subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to the contractor who shall provide it to the contracting agency. The contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractors prior to the time a contract is awarded.

The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. Before final payment of the contract is made by the contracting agency, the contractor shall submit a complete and accurate list and 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 each 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” (N.J.S.A. 54:32 B-1, et seq.) on all taxable sales of tangible personal property delivered into this state.

A business organization that fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency

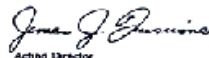
Sample Business Registration Certificates are attached for convenience. Questions on obtaining a Business Registration Certificate or on the law and its requirements can be directed to the Division of Revenue at (609) 292-9292.

(Revised 5/2017)

THESE ARE SAMPLES OF THE ONLY ACCEPTABLE  
N.J. BUSINESS REGISTRATION CERTIFICATES:

	<b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>
Taxpayer Name:	
Trade Name:	
Address:	
Certificate Number:	
Effective Date:	
Date of Issuance:	
For Office Use Only:	

**OR**

<b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE FD BOK 252 TRENTON, N.J. 08646-0252</small>
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
		 Acting Director New Jersey Division of Revenue
<small>FCRM-BRC(05-01)</small>		<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>

(Revised 5/2017)

17. Any proposal not meeting the requirements set forth herein may be rejected.
18. If this is an on-call supply contract for a stated period of time or a service contract, whether or not for a stated period of time, the County may cancel the contract or portions thereof,

without cause, upon written notice to the contractor. If an on-call supply contract is cancelled or partially cancelled by the County under this provision, the contract shall be entitled to payment only for the goods called for by the County prior to the cancellation, at the contract rate(s), upon delivery of those goods to the County, but not for the overhead and profit associated goods not called for by the County. In the alternative, at its option, the County may also cancel any or all called for orders for goods, provided that the County will compensate the contractor for the contractor's reasonable overhead and profit related to such order, but not for the overhead and profit associated with any other goods not called for by the County. Likewise, a service contractor shall be entitled to payment for services duly requested by the County and rendered by the contractor prior to the cancellation, also at the contract rate(s), but not for the overhead and profit associated with services not performed. If a contract is partially cancelled, the remainder of the contract shall continue in effect, subject to reasonable adjustment to cover the contractor's actual increased costs, if any, in supplying the remaining goods and services.

**ALL BIDS SUBMITTED SHALL INCLUDE THE ATTACHED "BIDDER'S CHECKLIST" ALONG WITH A SIGNED PROPOSAL AND ALL REQUIRED DOCUMENTS LISTED ON THE CHECKLIST**

**The successful vendor(s) must submit the AA302 Certificate to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.**

## GENERAL SPECIFICATIONS

- INTENT:** It is the intent of this specification to describe and govern the **FOOD CONCESSION AT SEVEN PRESIDENTS OCEANFRONT PARK, LONG BRANCH, NJ (BID #0030-24) hereafter**, referred to as the items.
- SCOPE:** The bidder is to furnish and deliver any or all items as called for in the specifications as instructed by the Agency.
- GENERAL:** The items shall be new and of the latest design. The items shall be furnished complete in every detail and ready for use when delivered to the Agency. Any item differing in minor details from these specifications may be considered, provided such differences are clearly noted and described in detail by the bidder and attached to the proposal and considered by the purchaser to be, in all essential respects in compliance with these specifications. If requested the bidder shall bring to the Agency, the items or a portion thereof, for a final inspection before the bid is awarded. The agency reserves the right to inspect manufacturing and warehouse facilities.
- EQUAL/TIE BIDS:** In the event of equal or tie bids, the agency reserves the right to award, at its discretion, to any one of the equal or tie bidders.
- PRICE DISCREPANCY:** If there is a discrepancy between the extended price and the unit price, the unit price shall prevail, and the agency retains the right to recompute the extended price.
- The agency also retains the right to check tie addition of all extended prices regardless of whether or not there is a discrepancy between the extended prices and the unit price. If the total sum of the extended price is incorrect, as a result of the bidders faulty arithmetic calculations, the agency will substitute the correct price and inform the vendor of the change.
- GUARANTEE:** The bidder shall guarantee that the items and all its parts shall comply with this specification.
- PRODUCT:** Only manufactured and farm products of the United States wherever available, shall be used in the performance of the specifications.
- QUANTITY:** Quantities stated in the specifications are approximate quantities only, and the agency reserves the right to increase or decrease the quantities without increase or decrease in price.
- PROPOSAL FORM:** Prices are to be quoted for each item to be bid upon by bidder. The Board of Recreation Commissioners reserves the right to accept or reject any or all items listed on the proposal and to award the contract in whole or in part as deemed in the best interest of the Board of Recreation Commissioners.

## CONTRACT SAMPLE

“**Board**” means “Monmouth County Board of Recreation Commissioners”

“**Contractor**” means *{Insert Name of Vendor}* the legal entity with which the Board has entered into this Agreement, and its permitted successors and assigns.

“**Agreement**” means this *{Insert Title of Contract}* Agreement between the Board and the Contractor, dated *{Insert Award Date}*, as the same may be amended or modified from time to time in accordance herewith.

“**County**” means the County of Monmouth, New Jersey

This “**Agreement**” entered into this *{XX}* day of *{Month}*, 2021 by the “**Board**”, a body politic, with offices located at 805 Newman Springs Road, Lincroft, New Jersey 07738, and the “**Contractor**” a corporation with offices at *{Insert Vendor Address}*

### IT IS AGREED:

- 1) Contractor will construct *{Insert Bid Title, BID #0000-00, BID DATE: 0/00/21}*, ITEMS: *{Insert Agenda Award Wording exactly from Award Form, Spell out Dollar Amount}* (\$ \_\_\_\_\_) all in accordance with the notice to bidders, plans, specifications and proposal, resolution awarding contract, and other bid documents, all of which are incorporated herein and made a part hereof as if set forth in full.
- 2) Books and Records. Contractor shall maintain all documentation related to products, transactions or services under this Agreement for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request as per *N.J.A.C 17:44-2.2*
- 3) Indemnification. Contractor agrees that it will protect, indemnify and hold harmless the County of Monmouth, its Board of Recreation Commissioners, the Monmouth County Board of Chosen Freeholders, Monmouth County Constitutional Officers (Sheriff, County Clerk, Prosecutor and Surrogate), and their respective employees, volunteers, and agents (together, the “County Indemnified Parties”), from and against (and pay the full amount of) all liabilities, obligations, delays, penalties, charges, taxes, fees and costs, deposits, actions, damages, claims, demands, judgments, losses, attorneys’ fees, expenses, and suits, and will defend the County Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property, arising out of (1) actual or alleged negligence, intentional, or wrongful conduct of the Contractor or any of its officers, members, employees, agents, representatives, or subcontractors in connection with its obligations or rights under this Agreement, (2) actual or alleged Contractor breach, (3) actual or alleged performance or non-performance of the Contractor’s obligations under this Agreement, or (4) the Contractor’s actual or alleged failure to pay its workers, suppliers, or subcontractors for labor or materials provided to the Board. The Contractor’s indemnity obligations hereunder shall not be limited by any coverage exclusions or other provisions in any insurance policy maintained by the Contractor which is intended to respond to such events. The Contractor’s indemnification obligation shall not include claims that are finally determined to result from the sole negligence or willful misconduct of the Board.

A County Indemnified Party shall promptly notify the Contractor of the assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Contractor the opportunity to defend such claim, and shall not settle the claim without the approval of the Contractor. The Contractor agrees that the County reserves its right to monitor and actively participate in the defense of any and all claims against the County, at its own expense, if, in its sole discretion, the County chooses to do so. These indemnification provisions are for the protection of the County Indemnified Parties only and shall not establish, of themselves, any



liability to third parties. The provisions of this subsection shall survive termination of this Agreement.

- 4) Counterparts. This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.
- 5) Notices. Any notices that are provided pursuant to this Agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To the Board:

Monmouth County Board of Recreation Commissioners  
805 Newman Springs Road  
Lincroft, NJ 07738  
Attn: Andrew J. Spears, Director  
Email: AndrewJ.Spears@co.monmouth.nj.us  
Fax: 732-842-4162

with a copy to:

Jason Sena, Esq.  
Special County Counsel  
Archer & Greiner, P.C.  
10 Highway 35  
Red Bank, NJ 07701

To the Contractor:

*XYZ Corp.*  
*2 Main Street*  
*Anytown, NJ 12345*  
*Attn: Jane Doe, President*  
*Email: jdoe@xyzcorp.com*  
*Fax: 123-456-7890*

Or to such other address or individual as any party may from time to time notify the other.

- 6) Multi-Year Contracts. If the contract period extends beyond the Board's current budget year, the Agreement shall be subject to the availability and appropriation annually of sufficient funds in any subsequent year(s).
- 7) No Discrimination. The Contractor agrees to comply with the Anti-Discrimination in Employment requirements of N.J.S.A. 10:2-1, set forth in Exhibit A attached hereto. The Contractor also agrees to comply with the Equal Employment Opportunity requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., set forth in Exhibit B attached hereto. The Contractor also agrees to comply with the Americans with Disabilities Act requirements of 42 U.S.C. § 12101 et seq., set forth in Exhibit C attached hereto. The Contractor shall not discriminate nor permit discrimination by any of its officers, employees, agents, representatives, or subcontractors against any person because of age, race, color, religion, national origin, sex, creed, religion, ancestry, marital status, affectional or sexual orientation, familial status,

disability, nationality, gender identity or, with respect to otherwise qualified individuals, disability. The Contractor will take all actions reasonably necessary to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, national origin, sex, creed, religion, ancestry, marital status, affectional or sexual orientation, familial status, disability, nationality, gender identity or, with respect to otherwise qualified individuals, disability. Such action shall include, without limitation, recruitment, and recruitment advertising; layoff or termination; upgrading, demotion, transfer, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor shall impose these non-discrimination provisions by contract on all subcontractors hired to perform work related to this Agreement and shall take all reasonable actions necessary to enforce such provisions. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 8) New Jersey Business Registration. The Contractor has previously provided the Board with a copy of the Contractor's New Jersey Business Registration Certificate and that of any named subcontractor, verifying that the Contractor and subcontractors are properly registered with the New Jersey Department of the Treasury. The Contractor acknowledges that:

(i) N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) a subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to the contractor who shall provide it to the contracting agency; 2) the contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance; 3) prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency a complete and accurate list of all subcontractors or attest that none was used; 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all taxable sales of tangible personal property delivered into this State.

(ii) A contractor or subcontractor who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

- 9) Annual Campaign Contribution Disclosure Requirements. Pursuant to N.J.S.A.19:44A-20.27, Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

- 10) Incorporation of Bid Specifications. The specific duties of the Contractor shall be as set forth in the Bid, Contract Documents which is incorporated in its entirety and made a part of this Agreement and attached hereto as Exhibit "XX". Should there occur a conflict between the

description of the scope of work set forth in this Agreement and the Bid, this Agreement shall prevail.

The Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Agreement to comply with, all of the requirements of the Bid.

- 11) “Or Equal” Substitutions. Whenever these specifications identify a brand name, trade name or a manufacturer's name, this designation is used for classification or descriptive purposes only, and the bidder may substitute an equal product, subject to the approval of the Board.
- 12) Governing Law. This Agreement shall be governed by and construed in accordance with laws of the State of New Jersey.
- 13) Severability. In the event that a court of competent jurisdiction finds any term or clause in this Agreement to be invalid, unenforceable, or illegal, the same will not have an impact on other terms or clauses in the Agreement or the entire Agreement. Rather, such term or clause shall be regarded as stricken while the remainder of this Agreement shall continue to be in full effect. Such invalid, unenforceable, or illegal term or clause may be revised to the extent required to render the Agreement enforceable or valid, and the rights and responsibilities of the parties shall be interpreted and enforced accordingly, so as to preserve their agreement and intent to the fullest possible extent.
- 14) Compliance with Applicable Law. The Contractor shall, and shall cause all subcontractors to, perform in accordance with Applicable Law. The Contractor shall provide all notices, reports, and submissions required by Applicable Law. In the event that revisions in laws, rules, regulations, or other Applicable Law requires changes to the Contractor's performance under the Agreement, the Contractor shall comport with these updated requirements of Applicable Law.
  - “Applicable Law” means any law, rule, regulation, requirement, guideline, action, determination, or order of, or legal entitlement issued or deemed to be issued by, any federal, state, or local agency, court or other governmental body having jurisdiction, applicable from time-to-time regarding any transaction or matter contemplated by this Agreement.
- 15) No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer on any person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.
- 16) No Waivers. No action of the Board or Contractor pursuant to this Agreement (including, but not limited to, any investigation or payment), and no failure to act, shall constitute a waiver by either party of the other party's obligation to comply with any term or provision of this Agreement. No course of dealing or delay by the Board or Contractor in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice such party's rights, powers, and remedies.
- 17) No Consequential or Punitive Damages. In no event shall either party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive, or similar damages (but not actual or direct damages) based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory. The waiver of the foregoing damages applies only to disputes and claims as between the Board and the Contractor. Nothing in this paragraph shall limit the obligation of the Contractor to indemnify, defend and hold harmless the Board Indemnified Parties for any special, incidental, consequential, punitive, or similar damages payable to third parties resulting from any act or

circumstance for which the Contractor is obligated to indemnify the County Indemnified Parties in accordance with and to the extent provided hereunder.

- 18) Forum for Litigation. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to any rights or any relationship between the parties arising therefrom shall be commenced before the Superior Court of New Jersey, venued in Monmouth County; provided, however, that when circumstances allow for federal jurisdiction (based on diversity of citizenship or otherwise), such legal actions and proceedings may be maintained in federal court having jurisdiction over the Board. The Contractor irrevocably consents to the jurisdiction of such courts in any such actions or proceedings, and the Contractor waives any objection it may have to the laying of the jurisdiction of any such action or proceeding.
- 19) Assignment. This Agreement is not assignable or transferrable to any party other than the Contractor without the express written permission of the Board, which may be withheld in the Board's sole discretion for any reason, or for no reason at all. This restriction includes changes in ownership of the Contractor that exceed fifty percent (50%) of the equity or other applicable interests held and disclosed at the time of entry into this Agreement. Any such approval given in one instance shall not relieve the assigning party of its obligation to obtain the prior written approval of the other party to any further assignment. The approval of any assignment shall not operate to release either party from any of its obligations under this Agreement unless the written approval specifically provides otherwise. Any assignment of this Agreement shall require the assignee to assume the performance of and observe all obligations, representations, and warranties of the assigning party under this Agreement.
- 20) Amendments. Neither this Agreement nor any provision hereof may be changed, modified, amended, or waived except by written agreement duly executed by both parties.
- 21) Drafting Responsibility. Neither party shall be held to a higher standard than the other party in the interpretation or enforcement of this Agreement as a whole or any portion hereof as a result of having assumed primary drafting responsibility of this Agreement.
- 22) Acceptance of Final Payment. Acceptance of the final payment by the Contractor shall be considered a release in full of all claims against the Board arising out of, or by reason of, the work performed, and materials furnished under the Agreement.
- 23) Set-Off. Should Contractor either refuse or neglect to perform the service which Contractor is required to perform in accordance with the terms of this Agreement, and if expense is incurred by the Board by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent the Board from pursuing any other remedy to which it may be entitled.
- 24) This Agreement may be terminated as follows:
  - a. If Contractor is required to be licensed in order to perform the services which are the subject of this Agreement, then this Agreement may be terminated by the Board in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
  - b. If, through any cause, the Contractor, where applicable, shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished

documents, data, studies, and reports prepared by the Contractor under this Agreement, shall be forthwith delivered to the Board.

- c. Bankruptcy or insolvency of the Contractor; sale of the business of the Contractor, or death or permanent disability of the Contractor in the event the Contractor is an individual.
- d. Should the Board default in the performance of this Agreement or materially breach any of its provisions, which remain uncured after thirty (30) days after notice is given to the Board, the Contractor may terminate this Agreement, unless the Board is prevented from performing this Agreement by circumstances beyond its control. In that instance, any obligations owing by the Board to the Contractor shall be suspended without liability for the period during which the Board is so prevented.
- e. Should the Board fail to pay Contractor all or any part of the compensation earned for services rendered within sixty (60) days after the date due, the Contractor may at its option, terminate this Agreement.
- f. Notwithstanding the above, the Contractor, where applicable, shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to the Board from the Contractor is determined.
- g. Termination shall not operate to affect the validity of the indemnification provisions of this Agreement.

25) Insurance Coverage. The Contractor shall obtain, pay for, and maintain the insurance coverages listed in paragraphs (a) through (e) below with respect to performance of the Agreement. The Contractor shall be responsible for premiums, fees and other costs associated with obtaining and maintaining such required insurance, and the Board shall have no obligation to reimburse the Contractor therefore. The Board reserves the right to waive or modify the below requirements, if appropriate.

- (a) Statutory workers compensation insurance required to be held by any State or Federal law, including other states coverage, and employers liability coverage with limits of \$500,000 each accident, \$500,000 each employee and \$500,000 aggregate for disease;
- (b) Commercial General Liability coverage for bodily injury, property damage, and personal injury liability of not less than \$1,000,000 combined single limit each occurrence or offense, and \$2,000,000 general aggregate. Coverage is to include premises and operations, independent contractors, and products and completed operations;
- (c) Business Automobile Liability insurance including coverage for any owned, hired, or non-owned vehicle, with limits of not less than \$1,000,000 combined single limit, including an MCS 90 endorsement;
- (d) Umbrella excess or excess liability insurance above the required commercial general, business automobile, and employers liability insurance in the amount of \$1,000,000 each occurrence and aggregate; and

Additional Insureds. The Contractor shall name the County of Monmouth, Monmouth County Board of Recreation Commissioners, and their respective officers, servants, and agents as additional insureds (the "Additional Insureds") on all insurance policies required pursuant to this Appendix A (other than paragraphs 1(a) and (c) hereof).

To the extent permitted by Applicable Law, and by the insurance policies, each party shall waive the subrogation rights of its various insurance carriers in favor of the other party.

Insurance Certificates. Insurance, and any renewals thereof, shall be evidenced by certificates of insurance issued or countersigned by a duly authorized representative of the issuer and delivered to the Board for its approval.

Notices. Each insurance policy shall be endorsed to require 45 days written notice to the Board of cancellation, or intent not to renew by the insurance company.

Non-Recourse Provision. All insurance policies shall provide that the insurers shall have no recourse against the Additional Insured for payment of any premium or assessment and shall contain a severability of interest provision in regard to mutual coverage liability policies. The coverages provided by mutual coverage liability insurance policies required hereunder shall be the primary source of any restitution or other recovery for any injuries to or death of persons or loss or damage to property incurred as a result of an action or inaction of the Contractor or its subcontractors, of their respective suppliers, employees, agents, representatives, or invitees, that fall within these coverages and also within the coverages of any liability insurance or self-insurance program maintained by the Board.

Subcontractors. The Contractor shall be responsible for ensuring that all subcontractors that are providing contract services secure and maintain all insurance coverages (including workers' compensation insurance) and other financial sureties required by New Jersey law in connection with their presence and the performance of their duties at or concerning the providing of contract services.

Qualifications of Insurers. The Contractor is required to obtain the insurance set forth herein with insurance companies allowed to do business in the State of New Jersey, which maintain ratings of at least A- VII in the latest evaluation of the A.M. Best Contractor Reports.

26) Liquidated Damages. This Agreement provides for the payment of liquidated damages in certain circumstances of nonperformance, breach, and default. Each party agrees that the damaged party's actual damages in each such circumstance would be difficult or impossible to ascertain and that the liquidated damages provided for herein with respect to each such circumstance are intended to place the damaged party in the same economic position as it would have been in had the circumstance not occurred. Except as otherwise specifically provided herein, such liquidated damages shall constitute the only remedy in such circumstances by the nonperforming, breaching, or defaulting party, regardless of legal theory.

**IN WITNESS WHEREOF**, the parties have signed this agreement.

MONMOUTH COUNTY BOARD  
OF RECREATION COMMISSIONERS

{VENDOR NAME}

BY: \_\_\_\_\_  
Kevin Mandeville, Chairman

BY: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Andrew J. Spears, Director

ATTEST:  
\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

RESOLUTION NO: \_\_\_\_\_

PURCHASE ORDER NO: \_\_\_\_\_

**BID SPECIFICATIONS**  
**FOOD CONCESSION AT SEVEN PRESIDENTS OCEANFRONT PARK**  
**LONG BRANCH, NEW JERSEY**  
**FOR THE PERIOD OF MAY 1 – SEPTEMBER 30, 2024**

**SCOPE:**

- A. The contract to be awarded under these specifications (“Concession Contract”) shall grant the right and privilege to a Concessionaire to operate over the counter food and beverage and novelty concession as hereinafter provided at Seven Presidents Oceanfront Park, Long Branch, N.J., for the following purposes:
  - a. To service and dispense according to the schedule contained herein and to provide adequate quantities and service to meet the needs of the public in accordance with standards outlined in detail in these specifications.
- B. The Concessionaire’s operation shall be limited to the purposes set forth herein and Concessionaire is prohibited from selling or permitting the sale of any other items or services. The Monmouth County Park System (“Park System”) must approve all food and novelty items to be sold.
- C. All concession operations must be confined solely to the designated concession area outlined in these specifications.
- D. Concessionaire must observe and enforce all park rules and regulations regarding the use of park property, including but not limited to the prohibition against smoking and alcohol consumption. Over-the-counter sale or vending of cigarettes or other tobacco products will not be permitted.
- E. Concessionaire must install and operate coin-operated vending beverage machines and snack machines as part of the Concession Contract. Concessionaire must install four (4) soft drink vending machines and one (1) snack machine in the space provided by the Park System. Machines must be made available to the public during the times the park is open to the public. Park System employees will open and close the vending location on a daily basis.
  - a. Concessionaire must provide a workable system for refunding money to individual customers who insert money in a vending machine and receive no product in return or receive an expired product. Such system must be uniform, acceptable to the Park System, and in operation at all times.
  - b. Concessionaire must post basic instructions for refunds and/or reporting of malfunctions on each vending machine.
- F. The Park System may provide an ATM machine in the space adjacent to the vending machines. Concessionaire shall be responsible for notifying the park manager or ATM vendor of issues such as insufficient funds, no signal, etc. to the extent Concessionaire is made aware of such issues.

- G. Concessionaire must act in accordance with any law, rule, code, standard, or regulation issued by any governmental body having jurisdiction, applicable from time to time, to any activities associated with the Concession Contract (“Applicable Law”).

**ATTENDANCE:**

Attendance at Seven Presidents Park for the period May through September:

- ◆ 2019 – 531,360
- ◆ 2020 – 708,763
- ◆ 2021 – 549,006
- ◆ 2022 – 917,992
- ◆ 2023 – 784,618

The Park System makes no guarantee regarding attendance, nor may Concessionaire rely on data for past attendance to predict attendance during the Contract Period. Concessionaire expressly waives any claim(s) predicated on any expected or predicted attendance based on data supplied with these specifications.

**GENERAL REQUIREMENTS:**

1. Concessionaire shall make available for sale these types of food: hamburgers, hot dogs, French fries, beverages, ice cream, etc.: Novelty items such as suntan lotion, sunglasses, umbrellas, pails & shovels may also be sold, but these items shall not interfere with the sale of food items.
2. All food/beverage served in the snack bar shall be served on disposable heavy duty paper products. Styrofoam or plastic cups, plates, bowls, serving trays, etc., or plastic bags or plastic straws, *may not* be used in the serving of food and beverage items. Glass bottles/containers *may not* be sold either through vending machines or over the counter.
3. If Concessionaire provides throw-away service trays, they must be of a size to fit easily into the garbage containers.

**PUBLIC USE:**

The Concession Contract shall not be construed as to affect the privileges accorded to the public's use of the area or to restrain or prevent individual persons or groups from bringing their own food, drink and recreational equipment into the park. Tables and seating will be open to all visitors and are not reserved solely for the Concessionaire or its customers.

**LOCATION OF CONCESSION AREA:**

The Concession Contract will be for concession services solely at Seven Presidents Oceanfront Park, Ocean Avenue, Long Branch, N.J. Bldg. #1208, Beach Pavilion. The picnic area in the center of the Beach Pavilion, together with the portion of the Beach Pavilion building south of the picnic area, shall constitute the “Designated Concession Area.”



**BIDDERS QUALIFICATIONS:**

All bidders submitting sealed bids must include a financial statement and resume of previous experience and operation. In order to qualify, the prospective bidders must have at least two (2) years of supervisory and management experience in comparable concession operations.

**CONTRACT PERIOD: (One Season Lease w/optional Second and Third Year)**

The term of the contract agreement shall be from May 1, 2024 through September 30, 2024, subject to and in compliance with the terms and conditions of this agreement.

The Park System shall have the right, at its sole option, to extend the contract for two (2) additional years on a yearly basis (May 1, 2025 – September 30, 2025; and May 1, 2026 – September 30, 2026). In the event the Park System exercises such right, all terms, conditions, and provisions of the contract shall remain the same and apply during the renewal period. The Park System will make a renewal decision before the end of the season in progress.

The Designated Concession Area will be made available to Concessionaire on May 1<sup>st</sup> and the premises must be fully vacated by the Concessionaire no later than September 30<sup>th</sup> of the year of the Concession Contract.

**DAYS OF OPERATION:**

The concession shall begin operation no later than Saturday, May 25, 2024, and open all weekend days and holidays up and through Sunday, June 16, 2024. Beginning Monday, June 17, 2024, the concession shall operate daily through Monday, Labor Day of each year. If Concessionaire desires to open on other days during the Contract Period, Concessionaire may do so.

For first optional year (2025), the concession shall begin operation no later than Saturday, May 24, 2025, and open all weekend days and holidays up and through Sunday, June 15, 2025. Beginning Monday, June 16, 2025, the concession shall operate daily through Monday, Labor Day of each year. If Concessionaire desires to open on other days during the Contract Period, Concessionaire may do so.

For second optional year (2026), The concession shall begin operation no later than Saturday, May 23, 2026, and open all weekend days and holidays up and through Sunday, June 14, 2026. Beginning Monday, June 15, 2026, the concession shall operate daily through Monday, Labor Day of each year. If Concessionaire desires to open on other days during the Contract Period, Concessionaire may do so.

## **LIQUIDATED DAMAGES:**

The Park System maintains the right, in its sole discretion, to assess liquidated damages in the amount of \$300.00 for each day that Concessionaire fails to open and/or provide service to the public during a required Day of Operation as outlined in the bid specification.

## **HOURS OF OPERATION:**

The concession shall begin operation no later than 9:00 am daily and close no earlier than 5:00 pm weekdays and 6:00 pm weekends and holidays, weather permitting. The concession shall not operate past 7:00 pm on any day without prior permission from the Park Supervisor.

The Park Supervisor shall be the sole authority to determine whether or not the concession operation will be closed due to inclement weather, threat of such weather, or any other condition where closure is in the best interests of the Designated Concession Area, the park, or the public.

## **GENERAL FOOD SPECIFICATIONS:**

Concessionaire shall serve only top quality grade food and drinks. Quality and portions to comply with, but not limited to the following:

Eggs - USDA Grade A Large

Bacon - USDA Grade A

Smoked Ham - hickory smoked boneless ham

Sausage – 25 – 30% fat content

Rolls & Pastries - Sara Lee or approved equal

Hamburgers – USDA minimum 85% lean.

French Fries - Idaho Grade A fancy long; Simplot Classic or equivalent

Hot Dogs - minimum 8:1 lb all meat, beef and/or pork

Drinks - Only national brands of all beverages may be sold

Example: Coke, Pepsi, Gatorade

Concessionaire shall utilize only food products that are fresh, wholesome, of good smell and taste and processed under sanitary conditions. All food must be served at the proper temperatures and with proper freshness.

## **UTILITIES:**

NOTE: Concessionaire shall be responsible for payment of all utility charges connected with concession operation. During the Start-up period, and prior to beginning operations, Concessionaire shall contact the local electric company to have electric meter account opened in its name. The meter number and Premise I.D. will be supplied once the Contract is awarded. **“Start-up” period is May 1 through the Friday before Memorial Day weekend.**

At the end of the season, Concessionaire shall contact the electric company to have the electric meter disconnected.

Concessionaire is required to have a cell phone in their possession at all times during the Contract Period and must provide the Park Supervisor with the number at the beginning of the Contract Period. The Park System will provide water, sewer and trash disposal service.

**ICE:**

Concessionaire will provide ice to the Park System at no charge. Quantity used by the Park System shall not interfere with Concessionaire's operation.

**TRASH DISPOSAL:**

Concessionaire is responsible to ensure that all trash and litter generated by the food service preparation area is properly handled. Disposal of all garbage and trash, etc. will be done by the Park System. Concessionaire will be responsible for the daily collection and bagging of garbage removing of same from the Designated Concession Area and placing it in the area designated by the Park Supervisor. No garbage, cartons, boxes, etc. shall be stored outside the service entrance or any other location around the perimeter of the Beach Pavilion. Park System personnel will transport properly bagged garbage and recyclables from the designated area to the maintenance area and place in Park System dumpsters.

**COOKING OIL DISPOSAL:**

Concessionaire is responsible to ensure that all cooking oils and grease are replaced in original containers and disposed of through a recycler.

**RECYCLING:**

**A. Single Stream Recycling**

The Monmouth County Park System has contracted with an outside company to provide the Park System with single stream recycling services. The following materials can be collected together, bagged and disposed of in a single container:

- #1 and #2 plastic and glass (clear, broken and green) food and drink containers
- Aluminum, steel and tin food containers
- Items such as corrugated cardboard, clip board, newspapers, brown paper bags, magazines and office paper

Plastic bags and trash cannot be recycled and cannot be disposed of in the single stream container.

**B. Management of Recyclables**

Concessionaire must bag and label all recyclable material in compliance with the single stream requirements. Concessionaire shall place bags of recyclables outside the Beach Pavilion building on a daily basis or as needed. Park System personnel will transport bags to the maintenance area and place it in Park System recycling dumpster.

## **GREASE TRAP ANNUAL CLEANING:**

Concessionaire will be responsible for the cleaning of the grease trap on an annual basis, at the end of each season. After cleaning and before resealing the grease trap, Concessionaire must notify the Park Supervisor for inspection. All liquid and residue collected from the trap is to be disposed of through a grease recycler.

## **EQUIPMENT:**

The Park System will furnish for the use of the Concessionaire all equipment that is in place and included on APPENDIX A. The Park System retains all right, title, and interest in all equipment listed on APPENDIX A.

For all equipment on APPENDIX A, the Park System maintains it in acceptable working order. If at time of Start-up, the equipment does not work, the Park System shall make the necessary repair to put it back into acceptable order. Once Start-up has been completed, the Park System will also make all necessary repairs to maintain APPENDIX A equipment in acceptable working order should issues arise due to reasonable wear and tear. **Concessionaire is responsible for notifying the Park Supervisor if a repair is needed.** If during the season any equipment fails to work or becomes damaged due to Concessionaire damage or negligence, Concessionaire shall be responsible for and cover the cost of those repairs, which must be performed by a Park System approved maintenance vendor. **“Start-up” period is May 1 through the Friday before Memorial Day weekend.**

If during the term of this Concession Contract any APPENDIX A equipment becomes inoperable and economically infeasible to repair, the Park System will make every attempt to replace that piece of equipment within a reasonable period of time (30 days). If Concessionaire wishes to replace that piece of equipment sooner, they may do so at their own expense.

If repairs are due to Concessionaire damage or negligence, and upon failure to make repairs after receiving written notice from the Park System, the Park System, at its option, may elect to make said repairs. The cost of said repairs shall be paid by Concessionaire to the Park System within fifteen (15) days after demand thereof. Failure to make such payment shall be considered a material breach that would constitute sufficient grounds for the Park System to terminate the Concession Contract if it chooses to do so.

Concessionaire may supply additional concession equipment to the present equipment; however, it must make a written request to the Park System and receive written approval prior to installation of additional equipment. Such additional equipment installed by Concessionaire shall be at its expense and shall not require any physical alterations to the Designated Concession Area. Concessionaire shall maintain this equipment in acceptable condition at its own expense.

Concessionaire may install temporary monitoring equipment, such as cameras, solely in the Designated Concession Area. Any photo or video recordings must be made available to the Park System within 48 hours after a request.

## **MANDATORY PROFESSIONAL MAINTENANCE:**

Concessionaire, in order to keep the facility up to its current standards, must solicit and obtain professional maintenance service and further agree to perform maintenance to the following items in accordance with the specifications listed.

### 1. Updraft Unit Cleaning

- A. A certified power cleaning and vacuuming of all duct lines and hoods associated with the kitchen updraft unit located over grill in kitchen. Minimally one cleaning per year, prior to opening, is required and must be in accordance with state fire codes. Concessionaire must provide proof of cleaning to the Park Supervisor.
- B. All exhaust fans and filter screens to be removed and pressure washed to remove all greases and dirt before being returned to their current location.
- C. Roof fans should be washed of all greases and dirt before being returned to their current location.
- D. Precaution should be taken as to the safety of the fire alarm system within the hoods and ducts.
- E. The maintenance contractor shall be responsible for all clean-up work of the premises that is necessary due to his/her work.
- F. The performance of Mandatory Professional Maintenance does not in any way lessen the Concessionaire's obligation to perform basic, daily, routine maintenance to the Designated Concession Area and its equipment.

## **OTHER MAINTENANCE:**

Fire Suppression System: (Park System will schedule and pay for their service)

The Park System will provide an automatic suppression system fully charged prior to the beginning of operation. The system will be located over the grill and fryer and in the over-the-counter food sales area.

The Park System will be responsible for the semi-annual inspections of required by law. The Park System will be responsible for any expense incurred for this service.

### Pest Control:

The Park System will be responsible for the control of all household pest and commensal rodents which might enter or be present in the Designated Concession Area. In the event of pest infestation, Concessionaire will notify Park Management immediately in order for the Park System to contract a licensed pest control firm to perform spot treatments.

The Park System's performance of maintenance activities in this section does not in any way lessen Concessionaire's obligation to perform basic, daily, routine maintenance to the Designated Concession Area and its equipment.

### **CONCESSION AREA:**

Concessionaire shall preserve and maintain, in a good and clean condition, the concession area, with reasonable wear and tear expected. Concessionaire is fully responsible for the interior maintenance of the Designated Concession Area and maintenance/cleanliness of the concession area which is utilized for the operation.

The appearance and condition of the Designated Concession Area's interior may be inspected on a regular basis by the Park System to ensure that these conditions are being met. If at a routine inspection, conditions are unacceptable, Concessionaire shall make all necessary improvements within 24 hours to render the area acceptable. If improvements are not made within 24 hours, a notice in writing shall be sent to Concessionaire and such inaction may be grounds for terminating the Concession Contract.

Concessionaire shall repair any damage caused by negligence on its part or on the part of any of its employees or agents. Upon failure to make said repairs, after receiving written notice from the Park System, the Park System at its option, may elect to make said repairs, and the cost of said repairs shall be paid by the Concessionaire to the Park System within fifteen (15) days after demand thereof. Failure to make such payment shall be considered a material breach that would constitute sufficient grounds for the Park System to terminate the Concession Contract if it chooses to do so.

Concessionaire shall not make any physical alterations of the Designated Concession Area or Seven Presidents Oceanfront Park without requesting permission for such alteration in writing and receiving express written consent from the Park System. Such physical alterations requiring advance approval include any nailing, bolting, fastening, cutting, drilling, etc. to any piece of Park System property. If physical alterations are approved, they shall then belong to the Park System.

### **START UP AND WINTERIZING:**

Concessionaire is responsible for the winterization of all concession equipment. i.e. soda system, ice machine, walk-in refrigerator/freezer etc. Equipment must be winterized at the end of each year of the Concession Contract.

**MANAGEMENT AND MAINTENANCE  
OF AREA ADJACENT TO DESIGNATED CONCESSION AREA:**

Concessionaire will be responsible for the constant upkeep and cleaning of the areas where tables are located, both under the Beach Pavilion and on the deck adjacent to Beach Pavilion. Cleaning will include the removal of food and paper products, wiping down of tables, and the sweeping and mopping of floors as required by use and spillage. All garbage, recyclables, litter and debris will be properly placed in appropriate receptacles.

**SIGNS:**

No signs shall be erected or installed on the exterior of the building of the Beach Pavilion or on the park grounds.

No hand lettered or Magic Marker type signs will be permitted.

**ADVERTISING:**

All media advertising for the concession shall be done in good taste. For advertising purposes, Concessionaire must use the name of Seven Presidents Oceanfront Park. The concession shall not be known by any other name.

The use of the Monmouth County Park System logo or name shall be strictly prohibited.

Concessionaire may not post any signs that advertise other services and facilities offered by Concessionaire.

**INSURANCE REQUIREMENTS:**

Concessionaire shall procure and maintain:

- A. Workmen's Compensation and Employer's Liability Insurance shall be maintained, in force during the life of this contract, by Concessionaire covering all employees engaged in performance of this contract in accordance with the applicable statute.
- B. General Liability and Product Liability Insurance with limits of not less than \$1,000,000.00 for any one accident for bodily injury and \$1,000,000.00 aggregate for property damage, shall be maintained in force during the life of this contract by Concessionaire.
- C. Automobile Liability Insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 for any one person and \$1,000,000.00 any one accident for bodily injury and \$1,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by Concessionaire.

- D. Umbrella/Excess Liability Insurance with limits of not less than \$1,000,000.00 for any one accident for bodily injury and \$1,000,000.00 aggregate for property damage, shall be maintained in force during the life of this contract by Concessionaire.
- E. Property Insurance named Peril/Extended Coverage include burglary, fire, and vandalism and malicious mischief for County owned contents used; or in the care, custody and control of the Concessionaire with a deductible of not more than \$500.00. The Concessionaire will name the County as loss payee on the policy and the policy limit will not be less than \$30,000.00.
- Coverage will be obtained on a replacement cost basis.
- F. **Special Note: The County of Monmouth, Monmouth County Board of Recreation Commissioners, and their respective officers, servants and agents must be named as additional insured on all policies set forth above, except Workmen's Compensation.**
- G. Certificate of Insurance of the required Insurance as listed above shall be submitted to the Monmouth County Park System. Such coverage shall be with acceptable insurance companies only. At time of bid, for all current nonexistent insurance policies, a letter of insurability from bidders current insurance carrier shall be submitted.

**FIRE DAMAGE:**

In case of fire, Concessionaire shall give immediate notice thereof to the Monmouth County Park System, who shall proceed forthwith to repair any damage to the building caused thereby. In the event the building is damaged beyond repair, the Park System reserves the right to terminate the Concession Contract.



**INSPECTION:**

The Monmouth County Park System and its Agents or Representatives shall have the right to enter into and upon the leased premises or any part thereof at all reasonable hours for the purpose of examining and inspection. In addition, Concessionaire agrees to meet monthly with the Park Supervisor for the purpose of making a routine inspection of the Designated Concession Area and equipment. Inspections by the Park System are solely for the informational purposes of the Park System. Such inspections do not relieve the Concessionaire of its obligation to understand and comply with Applicable Law and the requirements of the Concessionaire's operations.

**SAVE HARMLESS PROVISION:**

Concessionaire agrees that it will protect, indemnify and hold harmless the County of Monmouth, the Board of Recreation Commissioners, the Monmouth County Board of County Commissioners, Monmouth County Constitutional Officers (Sheriff, County Clerk, Prosecutor and Surrogate), and their respective employees, volunteers, and agents (together, the "County Indemnified Parties"), from and against (and pay the full amount of) all liabilities, obligations, delays, penalties, charges, taxes, fees and costs, deposits, actions, damages, claims, demands, judgments, losses, attorney's fees, expenses, and suits, and will defend the County Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property, arising out of (1) the negligence, intentional, or wrongful conduct of Concessionaire or any of its officers, members, employees, agents, representatives, or subcontractors in connection with its obligations or rights under the Concession Contract, (2), any Concessionaire breach, (3) the performance or non-performance of Concessionaire's obligations under the Concession Contract, or (4) Concessionaire's failure to pay its workers, suppliers, or subcontractors for labor or materials provided to the County, Concessionaire's indemnity obligations hereunder shall not be limited by any coverage exclusions or other provisions in any insurance policy maintained by Concessionaire which is intended to respond to such events. Concessionaire's indemnification obligation shall not include claims that are finally determined to result from the sole negligence or willful misconduct of the County.

A County Indemnified Party shall promptly notify Concessionaire of the assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give Concessionaire the opportunity to defend such claim, and shall not settle the claim without the approval of Concessionaire. Concessionaire agrees that the County reserves its right to monitor and actively participate in the defense of any and all claims against the County, at its own expense, if, in its sole discretion, the County chooses to do so. These indemnification provisions are for the protection of the County Indemnified Parties only and shall not establish, of themselves, any liability to third parties. The provisions of this subsection shall survive termination of the Concession Contract.

**CLAIMS WAIVED:**

Concessionaire waives any and all claims for compensation for any and all loss or damage including but not limited to spoilage of food or loss of patronage sustained by reason of any deficit, deficiency, vandalism or impairment of the water supply, sewer system, drainage system, electric service, kitchen equipment, refrigerator, freezer, or other mechanical apparatus, or failure of the Park System to remove snow, or sand, the ice on the roads, or for any loss sustained resulting from fire, water, wind, civil commotion, pandemic, epidemic, or because of labor difficulty or for any repairs performed by Concessionaire's personnel or contracted for by Concessionaire; and Concessionaire expressly waives all rights, claims and demands and forever releases and discharges the Park System and its officers and agents, from any and all demands, claims, action and cause for action arising from any of the causes aforesaid.

**INOPERABLE FACILITIES:**

In the event the Designated Concession Area operated hereunder shall be rendered partially or totally inoperable by fire, strike or disaster, or any cause beyond the control of Concessionaire, Concessionaire shall give immediate notice thereof to the Park System. It is expressly understood by the parties to the Concession Contract that it will be entirely within the discretion of the Park System whether or not to restore any area rendered partially or totally inoperable by fire or other disaster.

**BEACH CLOSING:**

The Park System management reserves the right to close the park or beach anytime it determines, in its sole discretion, that closure is in the best interests of the public, the park, or the Designated Concession Area. Concessionaire shall not plead loss of income, nor claim damages as a result of any required cessation of its beach operations.

**LICENSES AND PERMITS:**

Concessionaire shall provide at its own expense, all permits and licenses necessary to carry out the operation as required.

**ALCOHOLIC/TOBACCO/CANNABIS PRODUCTS:**

Sale or use of alcohol, cannabis, or tobacco products will not be permitted and is subject to fine or termination of Concession Contract.

The County Park System reserves the right to dispense beer and other alcoholic beverages at any Park System approved functions.

**LOCAL AND STATE CODES:**

All food and food preparation facilities and equipment shall meet State and Local Health Codes and be in accordance with Chapter 12 of the State Sanitary Code.

## **CONCESSIONAIRE EMPLOYEES/UNIFORM:**

Concessionaire shall, at its own cost and expense, provide sufficient number of employees to service the public promptly and efficiently and in a manner satisfactory to the Park System. All such employees shall be dressed in neat and clean uniforms satisfactory to the Park System. The minimum acceptable uniform will be a tee shirt with the name of Concessionaire's business silk screened on the front of the shirt and khaki pants or bermuda (finger tip length) shorts (cut-off jean shorts are not acceptable). No open toe shoes, flip flops or sandals may be worn. It is the objective of this requirement to identify all employees for the protection of both the Park System and Concessionaire.

Concessionaire shall employ only competent and satisfactory workers, and whenever the Park System shall notify the Concessionaire in writing that any person employed on the premises, in its opinion, is incompetent, disorderly, unsanitary, or otherwise unsatisfactory, such person shall be removed by Concessionaire and shall not again be employed at the facilities of the Park System. Concessionaire and staff shall act in a courteous manner at all times when interacting with the visiting public.

Concessionaire shall not permit any agent or employee to remain in or upon the premises of the Park System in any of the buildings, structures, or locations occupied by Concessionaire for any period of time longer than is normally necessary to secure the premises, operate the concession, perform minor clerical work, and necessary maintenance and janitorial services.

Concessionaire and employees must conform to all local Board of Health Rules and Regulations.

## **SECURITY:**

The Park System will provide all permanently mounted/installed locking devices and fire and burglar alarm systems.

## **PARKING/DELIVERIES:**

Concessionaire may use service entrances only for the purpose of receiving supplies. Concessionaire and their employees must park their vehicles in the employee parking area or an area designated by the Park Supervisor.

### **A. Locks and Keys:**

Upon takeover of the Designated Concession Area, Concessionaire will be provided with a separate locking system and adequate amounts of keys as requested by Concessionaire for appropriate and responsible employees. Concessionaire will be responsible for issuing and inventory of all keys issued and will be held accountable for issued keys. The following key policy shall apply to Concessionaire:

1. Notify Park Management immediately when any key is lost.
2. For broken keys, please keep all parts and return to Park Supervisor.
3. Cost of Lost Key Replacement:
  - Individual Park System Key \$10.00
  - Equipment Key \$10.00
4. When a key is lost, and for security reasons, it is necessary to change locks, a fee of \$10.00 per lock will be charged to Concessionaire.

Under no circumstances shall any key be duplicated. Any request for additional keys shall be directed to Park Management. Upon expiration of the Concession Contract, all keys shall be immediately surrendered to Park Management.

Under no circumstances shall any locks other than Park System locks be permanently installed, mounted, or attached to any equipment or structure.

#### **STAFFING:**

The Concessionaire shall and will be required to conform to the Labor laws of the State of New Jersey and the various acts amendable and supplementary thereto.

All prospective employees of Concessionaire shall be checked against the records at the New Jersey State Police Megan's Law website <http://www.state.nj.us/lps/njsp/info/regsexoffend.html> for New Jersey sex offenders and out of state residents should be checked against records at [www.klaaskids.org](http://www.klaaskids.org) listed under their respective state.

In accordance with Monmouth County Board of Chosen Freeholders Resolution 05-815 Prohibiting Certain Sexual Offenders from Using Monmouth County Facilities Where Children Commonly Gather:

**Any applicant who allows any person over the age of 18 who has been convicted of any crime against a minor as listed in N.J.S.A. 2:C7-2, or convicted of a similar crime under statutes of any other state or nation, and who, as a result of said conviction, is required to register with proper authorities pursuant to N.J.S.A.**

#### **TAXES:**

All taxes and assessment, confirmed or unconfirmed, if any, arising out of the use and occupancy of the premises hereunder, shall be paid by Concessionaire. The Park System makes no representations regarding any such taxes or the tax status of this property.

**ANNUAL REPORT:**

Concessionaire shall submit to the Park System no later than 30 days after the expiration of the Concession Contract, an annual statement to include: Total Gross Revenue; Cost of Sales; Operating Expenses; and Net Profit.

**RENT/PAYMENTS:**

The bid price submitted shall be on a fixed fee basis. The minimum bid that will be accepted shall be:

**\$60,000 ANNUALLY**

Said fee shall be paid to the Monmouth County Park System on the following schedule:

**A. First Year**

Concessionaire to include at time of contract award, a payment in the amount of 10% of the first year bid with the remaining amount due to be paid in three equal payments on or before the first of each month of July, August, and September 2024.

**B. Optional Second Year**

Concessionaire will be required to make a 10% payment of the amount of the second year bid on or before February 1, 2025, the remaining amount due to be paid in three equal payments on or before the first of each month of July, August, and September 2025.

**C. Optional Third Year**

Concessionaire will be required to make a 10% payment of the amount of the second year bid on or before February 1, 2026, the remaining amount due to be paid in three equal payments on or before the first of each month of July, August, and September 2026.

**D. Late Payments**

There shall be a late penalty when payment due is within ten (10) days thereafter equal to 8% of the first \$1500, 18% of the amount over \$1500 for the unpaid balance until paid.

Concessionaire shall pay without notice or demand, the rent herein.

The rent herein shall be payable to the Monmouth County Board of Recreation Commissioners, at the Park System administrative offices as described:

Monmouth County Park System, 805 Newman Springs Rd., Lincroft, NJ 07738  
ATTN: Accounts Receivable

### **AUDIO/VIDEO DEVICES:**

Concessionaire may not possess or operate any audio or visual devices within the concession areas which are accessible to the public, i.e. Laptops, Radio, T.V., VCR, Tape or Disc players, etc. Use is allowed in the office area only.

### **SPECIAL NOTE:**

There will be times when the Park System will run special programs, Example: Triathlon, Run-Bike-Run) where the Park System will be providing drinks and snacks to participants. This practice will be limited to participants only and shall not interfere with Concessionaire's operation.

### **NO DISCRIMINATION:**

Concessionaire must comply with the requirements of N.J.S.A. 10:2-1 (Anti-Discrimination in Employment); N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Equal Employment Opportunity); 42 U.S.C. §§ 12101 et seq. (Americans with Disabilities Act); and N.J.S.A. 52:32-44 et seq. (New Jersey Business Registration).

Concessionaire shall not discriminate nor permit discrimination against any person because of age, race, color, religion, national origin, sex, creed, religion, ancestry, marital status, affectional or sexual orientation, familial status, disability, nationality, gender identity or, with respect to otherwise qualified individuals, disability.

### **METHOD OF AWARD:**

The Concession Contract shall be awarded to the responsible bidder submitting the highest lump sum bid.

A bidder meeting all requirements as specified and substantiating the ability to perform under the terms and conditions of this Concession Contract shall be determined a responsible bidder. The Park System reserves the right to waive any informality in or to reject any or all bids deemed in the best interest of the Park System.

#### **Contact Person**

Questions regarding these specifications are to be directed to Tom Fobes, Superintendent of Parks, at (732) 842-4000, Ext. 4382.

Questions regarding the Designated Concession Area and to schedule a visit are to be directed to the Seven Presidents Park Manager, at (732) 229-7025 or (732) 728-1384.

Questions regarding bid documents or the bidding process are to be directed to Jennifer Kaczala, Purchasing Agent, at (732) 842-4000, Ext. 4217.

**MANAGEMENT QUESTIONNAIRE:**

Bidders must furnish with their bid a Completed Management Questionnaire (Appendix B).

## APPENDIX A

### ON SITE EQUIPMENT

Sixteen	(16)	storage-shelving units (storage room)
One	(1)	storage-shelving unit (near restroom)
One	(1)	walk-in refrigerator (2 shelving units inside)
One	(1)	walk-in freezer (2 shelving units inside)
Four	(4)	air curtains, unheated
One	(1)	refrigerators, sandwich/salad prep
One	(1)	Ice Machine
One	(1)	ice-cream cabinet & freezer
One	(1)	thermal dispenser
One	(1)	fryer battery, deep fat, electric
One	(1)	griddle, electric
One	(1)	fire protection system
Two	(2)	exhaust hoods
One	(1)	evaporator coil, cooler
One	(1)	evaporator coil, freezer
One	(1)	dump station, matching
Three	(3)	pass-thru sills / frames
One	(1)	S.S. equipment stand
Three	(3)	serving / work counters
One	(1)	work counter
One	(1)	sink, hand, wall mount
One	(1)	sink, hand, built-in
One	(1)	sink, scullery, 2-compartment
One	(1)	sink, mop
One	(1)	sink, work, built-in
One	(1)	sink, 3-compartment



## **APPENDIX B**

### **MANAGEMENT QUESTIONNAIRE**



REFERENCES

List four persons or firms with whom you have conducted business transactions during the past three years. At least two of the references named are to have knowledge of your debt payment history.

REFERENCE NO. 1

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Nature and magnitude of purchase, sale, loan, business association, etc.:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REFERENCE NO. 2

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Nature and magnitude of purchase, sale, loan, business association, etc.:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REFERENCE NO. 3

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Nature and magnitude of purchase, sale, loan, business association, etc.:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REFERENCE NO. 4

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Nature and magnitude of purchase, sale, loan, business association, etc.:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_







### FINANCIAL STATEMENT

Concessionaire shall attach to this page a Certified Public Accountant's gross receipt statement showing the Concessionaire's three (3) previous years.

To qualify for this Concession Contract, Concessionaire must have had a minimum Sixty Thousand (\$60,000) average per year from some type of food service operation.

In lieu of the gross receipt requirements, Concessionaire may submit a resume showing a minimum of five (5) years in the food service business with a minimum of three (3) years in a management position.



SANITARY HEALTH INSPECTIONS

Attach to this page a copy of your current New Jersey Department of Health Sanitary Inspection Certificate for Concessionaire's present food preparation facility.

### INSURANCE

Attach to this page either current Certificate of Insurance and/or a letter of insurability from current insurance carrier for the following types of insurance:

1. Workmen's Compensation and Employer's Liability
2. General Liability, Product Liability and Property Insurance Liability
3. Automobile Liability
4. Umbrella/Excess Liability Insurance
5. Property Insurance

SAMPLE MENU

Attach to this page a sample menu for the Concession.

## BIDDER'S CHECKLIST

**BID #:** 0030-24

(Owner's checkmarks)



Items submitted with bid  
(Bidder's **INITIALS**)



**A. FAILURE TO SUBMIT ANY OF THESE ITEMS WITH THE BID IS  
MANDATORY CAUSE FOR REJECTION**

<u>  X  </u>	Proposal (Original)	_____
<u>  X  </u>	Statement of Ownership	_____
<u>  X  </u>	Non-Collusion Affidavit	_____
<u>  X  </u>	Acknowledgement of Addenda or Revisions (if any)	_____

**B. ITEMS PREFERRED WITH THE BID, BUT MANDATORY PRIOR  
TO AWARD OF CONTRACT**

<u>  X  </u>	Copy of NJ Business Registration Certificate for the bidder and subcontractors (if any)	_____
<u>  X  </u>	EEO/Affirmative Action Certificate	_____
<u>  X  </u>	Appendix B Forms/Management Questionnaire	_____
<u>  X  </u>	Disclosure of Investment Activities in Iran	_____
<u>  X  </u>	Certification to Prevent Certain Convicted Sexual Offenders	_____

**THE UNDERSIGNED BIDDER HERewith SUBMITS THE ABOVE REQUIRED DOCUMENTS:**

PRINT NAME OF BIDDER: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

PRINT NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND  
RETURNED WITH ALL DOCUMENTS**

SUBMITTED BY: \_\_\_\_\_  
(Company Name)

**PROPOSAL**

**FOOD CONCESSION AT SEVEN PRESIDENTS OCEANFRONT PARK  
LONG BRANCH, NEW JERSEY  
FOR THE PERIOD OF MAY 1 - SEPTEMBER 30, 2025**

TO THE MONMOUTH COUNTY PARK SYSTEM, LINCROFT, NEW JERSEY.  
TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS.

The undersigned hereby declares that s/he has carefully examined the advertisement, specifications, form of contract and bond for furnishing the specified work and that they will complete the said contract in all respects according to the specifications for the following:

**FOOD CONCESSION – SEVEN PRESIDENTS OCEANFRONT PARK  
(MINIMUM BID OF \$60,000.00)**

Concessionaire agrees to pay the Monmouth County Park System the annual sum of:

\$ \_\_\_\_\_ for the privilege of operating an Over the Counter Food and Beverage and Novelty Concession. Contract to be for a one (1) season period (2024) with an option, at the Park System’s sole discretion, for two (2) additional seasons (2025 and 2026).

The undersigned is    a partnership    under the laws of the State of \_\_\_\_\_  
(circle one)            a corporation  
   an individual

CONCESSIONAIRE: \_\_\_\_\_

CONTACT NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

ADDRESS: \_\_\_\_\_

FEDERAL TAX ID NO. OR SOCIAL SECURITY NO. \_\_\_\_\_

BUS. PHONE NO.# \_\_\_\_\_

FAX# \_\_\_\_\_

CELL PHONE \_\_\_\_\_

DATED \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

## CAUTION

### REGARDING STATEMENT OF OWNERSHIP

The enclosed Statement of Ownership form must be properly completed. If it is not properly completed, your bid must be rejected, as required by N.J.S.A.40A:11-23.2. **Mistakes cannot be cured after bids are received.**

For example, if your firm, bidder “A”, is entirely owned by corporation “B”, you must disclose the names and addresses of the owners of 10% or more of corporation “B”. Furthermore, if corporation “C” owns 10% or more of corporation “B”, you must disclose the names and addresses of the owners of 10% or more of corporation “C”, and so on, until the names and addresses of all persons, i.e., human beings, in this “10%” chain of ownership have been disclosed.

The same procedure applies if any 10% or more owner is a partnership, limited liability company, estate or any other type of legal entity, as opposed to a corporation.

**STATEMENT OF OWNERSHIP**

(N.J.S.A. 52:25-24.2)

The CONTRACTOR is (check one):

- Partnership       Corporation       Sole Proprietorship       Limited Liability Partnership
- Limited Liability Corporation       Limited Partnership
- Subchapter S Corporation       Other, Please List \_\_\_\_\_

I certify that:

No individual person or entity owns a 10% or greater interest in the Contractor.

**OR**

The list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the Contractor. However if a parent entity holding 10% or more is a publicly traded entity, then the Contractor in complying with N.J.S.A. 52:25-24.2 may submit the name and address of each publicly traded entity, and the name and address of each person holding 10% or more beneficial interest in the publicly traded entity as of the last annual filing with the Security Exchange Commission (SEC), or foreign equivalent.

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Check here if additional sheets are attached.

**NOTE:** If an entity owns a 10% or greater interest in the Contractor, list all owners of 10% or greater interest for each such entity. Repeat the process of disclosure as necessary for each tier or level of ownership until the name and address of each individual person who owns a 10% or greater interest in each listed entity has been disclosed.

**Publicly Traded Parent Company Disclosure:**

Provide the Website (URL) providing the last annual Security Exchange Commission (SEC) filing, or foreign equivalent:

\_\_\_\_\_
The requested information is available on the following page number(s) of the SEC, or foreign equivalent, filing:
\_\_\_\_\_

CONTRACTOR \_\_\_\_\_

SIGNED BY: X \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(Corporate seal if a corporation)

**NON-COLLUSION AFFIDAVIT**

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

STATE OF \_\_\_\_\_ ) ss:

COUNTY OF \_\_\_\_\_ )

Re: FOOD CONCESSION AT SEVEN PRESIDENTS OCEANFRONT PARK,  
LONG BRANCH, NJ (BID #0030-24)

I, \_\_\_\_\_ (name)

of full age, being duly sworn according to law, on my oath depose and say:

I am the \_\_\_\_\_ (title)

of \_\_\_\_\_ (name of bidder), the bidder for the above named project, and that I executed the said bid with full authority so to do; that the 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 the bid and in this affidavit are true and correct, and made with full knowledge that the County of Monmouth relies upon the truth of the statements contained in the bid and in the statements contained in this affidavit in awarding a contract for the 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 my firm for the purpose of securing business.

**Signed: X** \_\_\_\_\_

Subscribed and sworn to

before me this \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

**Notary Public of**

**My commission expires \_\_\_\_\_, 20\_\_.**



**MONMOUTH COUNTY PARK SYSTEM**  
**805 NEWMAN SPRINGS ROAD**  
**LINCROFT, NJ 07738**  
**(732) 842-4000**

**ACKNOWLEDGMENT OF ADDENDA/CLARIFICATION**

BIDDER acknowledges receipt of the following listed Addendum or Clarification that have been issued for this Project. BIDDER warrants that this Bid fully accounts for all requirements, terms and conditions of these Addendum or Clarification. (BIDDER must type or print acknowledged Addendum or Clarification numbers and dates --- This bid form does not need to be returned if no Addenda were issued.

Addendum or Clarification # _____	Date Received: _____
Addendum or Clarification # _____	Date Received: _____
Addendum or Clarification # _____	Date Received: _____

Vendor Name:  
\_\_\_\_\_

PS/Bid#:  
\_\_\_\_\_

Signature:  
\_\_\_\_\_

Name (Please Print):  
\_\_\_\_\_

Title:  
\_\_\_\_\_

Date:  
\_\_\_\_\_

## EXHIBIT A

### MANDATORY ANTI-DISCRIMINATION IN EMPLOYMENT LANGUAGE N.J.S.A. 10:2-1

#### CONSTRUCTION, ALTERATION OR REPAIR OF ANY PUBLIC BUILDING OR PUBLIC WORK OR FOR THE ACQUISITION OF MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES CONTRACTS

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

In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates.

No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex.

There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract.

This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract, or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L. 1985, c. 490 (C.18A:18A-51 et seq.).

**(Revised 2/2017)**

## **EXHIBIT B**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

*N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)*

*N.J.A.C. 17:27 et seq.*

### **GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Such equal employment opportunity shall include, but not 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with *N.J.A.C. 17:27-5.2*.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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 targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, 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 AA-302 (electronically provided by the Division of Purchase & Property, CCAU, EEO Monitoring Program and distributed to the public agency through the Division of Purchase & Property, CCAU, EEO Monitoring Program's website at [www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to *N.J.A.C. 17:27-1.1 et seq.*

**(Revised 2/2017)**

## EXHIBIT C

### **AMERICANS WITH DISABILITIES ACT OF 1990**

#### **Equal Opportunity for Individuals with Disability**

The contractor and the County of Monmouth, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

**EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Commission, prior to execution of the contract, one of the following documents:

**Goods and General Service Vendors**

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Commission and the Division. This approval letter is valid for one year from the date of issuance.

**Do you have a federally approved or sanctioned EEO/AA program?    Yes     No**   
**If yes, please submit a photostatic copy of such approval.**

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Commission as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

**Do you have a State Certificate of Employee Information Report Approval? Yes     No**   
**If yes, please submit a photostatic copy of such approval.**

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a \$150.00 Fee and forward a copy of the Form to the Commission. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

<b>COMPANY:</b> _____	<b>SIGNATURE:</b> _____
<b>PRINT NAME:</b> _____	<b>TITLE:</b> _____
<b>DATE:</b> _____	

**MANAGEMENT QUESTIONNAIRE:**

Bidders must furnish with their bid a Completed Management Questionnaire (Appendix B).

**APPENDIX B**

**MANAGEMENT QUESTIONNAIRE**





REFERENCES

List four persons or firms with whom you have conducted business transactions during the past three years. At least two of the references named are to have knowledge of your debt payment history.

REFERENCE NO. 1

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Nature and magnitude of purchase, sale, loan, business association, etc.:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REFERENCE NO. 2

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Nature and magnitude of purchase, sale, loan, business association, etc.:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REFERENCE NO. 3

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Nature and magnitude of purchase, sale, loan, business association, etc.:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REFERENCE NO. 4

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Nature and magnitude of purchase, sale, loan, business association, etc.:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_







### FINANCIAL STATEMENT

Concessionaire shall attach to this page a Certified Public Accountant's gross receipt statement showing the Concessionaire's three (3) previous years.

To qualify for this Concession Contract, Concessionaire must have had a minimum Sixty Thousand (\$60,000) average per year from some type of food service operation.

In lieu of the gross receipt requirements, Concessionaire may submit a resume showing a minimum of five (5) years in the food service business with a minimum of three (3) years in a management position.

SANITARY HEALTH INSPECTIONS

Attach to this page a copy of your current New Jersey Department of Health Sanitary Inspection Certificate for Concessionaire's present food preparation facility.



### INSURANCE

Attach to this page either current Certificate of Insurance and/or a letter of insurability from current insurance carrier for the following types of insurance:

1. Workmen's Compensation and Employer's Liability
2. General Liability, Product Liability and Property Insurance Liability
3. Automobile Liability
4. Umbrella/Excess Liability Insurance
5. Property Insurance

SAMPLE MENU

Attach to this page a sample menu for the Concession.

**Monmouth County Park System, County of Monmouth, State of New Jersey**  
Division of Purchasing  
**DISCLOSURE OF ENERGY SECTOR INVESTMENT ACTIVITIES IN IRAN**  
**New Jersey Public Law 2012, Chapter 25**

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**Solicitation Number:** #0030-24      **Bidder / Respondent:** \_\_\_\_\_

**Project Description:** Food Concession at Seven Presidents Oceanfront Park, Long Branch, NJ

**PART 1 – CERTIFICATION – CHECK THE APPROPRIATE BOX:**

A.       I certify that neither the Bidder / Respondent nor any of the Bidder's / Respondent's parents, subsidiaries, or affiliates, as defined in C.52:32-56(e), is on the "Chapter 25 List" created and maintained by the New Jersey Department of the Treasury, as a person or entity engaging in the energy sector investment activities in Iran described in C.52:32-56(f). The Chapter 25 List may be found at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

OR

B.       The Bidder / Respondent and/or one or more of its parents, subsidiaries or affiliates is a person or entity on the Chapter 25 List referred to above. A detailed and precise description of the relevant activities of the listed Bidder / Respondent and/or listed parents, subsidiaries or affiliates is provided in Part 2 below.

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**PART 2 – ADDITIONAL INFORMATION – COMPLETE PART 2 ONLY IF B. IN PART 1 IS CHECKED:**

The following is an accurate and precise description of the energy sector investment activities in Iran of the Bidder / Respondent and/or listed parents, subsidiaries or affiliates, on the Chapter 25 List (attach additional pages as necessary to make full disclosure):

Name of Person(s) or Entity(ies) on the Chapter 25 List: \_\_\_\_\_

Relationship to Bidder / Respondent: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder / Respondent Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

Check here if additional pages are attached and state number of attached pages: \_\_\_\_\_ (Number of pages attached.)

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**CERTIFICATION FOR PART 1 AND, IF APPLICABLE, PART 2:** I, being of full age, hereby certify that the foregoing information and any attachments hereto are to the best of my knowledge true and complete. I certify that I am authorized to execute this certification on behalf of the Respondent. I acknowledge that the County of Monmouth will rely on the information contained herein and thereby acknowledge that I and the Bidder / Respondent are under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers or information contained herein.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me is willfully false, I am subject to punishment and the Bidder / Respondent is subject to the penalties stated in C. 52:32-59 and C. 40A:11-2.1.

Full Name (Print) \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Certification to Prevent Certain Convicted Sexual Offenders  
Monmouth County Park System

This certification is to be filled out by the applicant/ person entering into Vendor contract with the Monmouth County Park System.

The applicant is solely responsible for all that is contained herein.

**Reference is made to N.J.S.A. 2C:7-23 Prohibitions Upon Sex Offender Participation in any Youth Serving Organization, which is incorporated herewith and made a part of this Certification (see attached):**

I, \_\_\_\_\_, of full age, by way of certification in lieu of oath, deposes and says:

1. I am not a person who has been convicted, adjudicated delinquent or found not guilty by reason of insanity for the commission of a sex offense, as defined in subsection b. of section 2 of P.L.1994, c. 133 (N.J.S.A. 2C:7-2), or a similar crime under the statutes of any other state or nation, which involves a victim under 18 years of age.
2. I will not allow any person who has been convicted, adjudicated delinquent or found not guilty by reason of insanity for the commission of a sex offense, as defined in subsection b. of section 2 of [P.L.1994, c. 133 \(N.J.S.A. 2C:7-2\)](#), or a similar crime under the statutes of any other state or nation, which involves a victim under 18 years of age, to work at Monmouth County Park System facilities.
3. I understand that an “excluded sex offender,” as defined in [N.J.S.A. 2C:7-22](#), who holds a position or otherwise participates in a youth serving organization like the Monmouth County Park System, is guilty of a crime of the third degree. I further understand that one who knowingly hires, engages, or appoints an excluded sex offender to work at a youth serving organization like the Monmouth County Park System is guilty of a crime of the fourth degree.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

\_\_\_\_\_  
Legal Name  
(Please Print)

\_\_\_\_\_  
Legal Signature

Date: \_\_\_\_\_

(Note: All persons entering into contract with the Monmouth County Park System must check all potential workers through the New Jersey State Police Megan’s Law website at [http://www.state.nj.us/lps/njsp/info/reg\\_sexoffend.html](http://www.state.nj.us/lps/njsp/info/reg_sexoffend.html). For websites in other states, refer to [www.klaaskids.org](http://www.klaaskids.org).)