

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

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

Issued by:

**NORTH CALDWELL COMMUNITY POOL
NORTH CALDWELL RECREATION DEPARMENT**

ISSUE DATE: Thursday, January 28, 2021

DUE DATE: Tuesday, February 23, 2021

**THE SUBMISSION DEADLINE IS
TUESDAY, FEBRUARY 23, 2021 by 10:00am**

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

Notice is hereby given that sealed bids will be received by the Borough Administrator of the Borough of North Caldwell in the County of Essex, State of New Jersey, at the Office of the Borough Administrator, located in the Municipal Building at 141 Gould Avenue, North Caldwell, New Jersey on Tuesday, February 23, 2021 at 10:00 a.m., prevailing time, and at that time and place publicly opened and read for the following:

Operation of the Food and Beverage Concession Stand at the North Caldwell Community Pool on Gould Avenue.

Proposal forms and specifications may be obtained by prospective concessionaires by appointment from the office of the Borough Clerk at 141 Gould Avenue, North Caldwell, New Jersey 07006 or by viewing them on the Borough's website: <https://northcaldwell.org/purchasing>. Submitted proposals shall be enclosed in a sealed envelope and shall be marked plainly on the outside of the envelope as follows, **"Proposal for the Operation of the Food and Beverage Concession at the North Caldwell Pool"**. The envelope shall contain the name and address of the prospective concessionaire on the upper left hand corner of the envelope. All proposals must be addressed to the Borough of North Caldwell.

Sealed bids shall be submitted to the Borough Administrator via certified mail or overnight delivery, or, alternatively, Bidders are directed to deliver bids to Borough Hall by appointment. Bidders should call Borough Hall, (973) 228-6410, during regular business hours (8:30am – 4:30pm) to schedule a delivery of their bid package.

In light of the ongoing Coronavirus Public Health Emergency and the social distancing restrictions enacted by the state of New Jersey in relation to public gatherings, bidders, interested parties and members of the general public will not be permitted to physically attend the unsealing of bids in-person. In order to ensure that bidders, interested parties, and members of the general public who wish to view/attend the live opening of bids on **February 23, 2021, at 10:00 a.m.**, prevailing time, are able to do so, the Borough of North Caldwell will broadcast the unsealing of said bids, in real time, via online livestreaming technology, which the public can access through RingCentral as described below:

Join from PC, Mac, Linux, iOS or Android: <https://meetings.ringcentral.com/j/1487233026>

Or iPhone one-tap : US: +1(646)3573664,,1487233026#

Or Telephone: +1(646)3573664 Meeting ID: 148 723 3026

At the close of the bid opening on February 23, 2021, the unsealed bid packages of the three (3) highest apparent bidders will be scanned and posted to the Borough website: <https://www.northcaldwell.org/purchasing> , in order to ensure that bidders, interested parties, and members of the general public are afforded an opportunity to review said bids.

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

Tami Michelotti, Borough Clerk

SPECIFICATIONS

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

1. The Contractor (Concessionaire) shall sell and dispense chicken fingers, French fries, beverages, sandwiches, coffee, healthy choices such as pre-made yogurts, fruits, salads, granola and frozen desserts and/or such other food and drink as shall be permitted in accordance with the terms of these specifications exclusively as long as the terms of these specifications are not violated. It is understood and agreed that the concessionaire is an independent contractor and not an employee of the Borough of North Caldwell.
2. Single service wrapped straws, paper napkins and condiments shall be provided at no cost and shall be dispensed in a manner approved by the Health Officer.
3. Frozen desserts sold at the pool shall be manufactured at a place other than the pool site. All frozen desserts must meet all standards established by the Health Department.
4. The price to be charged for all food and beverages shall not exceed the price as that prevailing the general area to the general public. At no time shall a premium price be charged. A detailed menu of all beverages, sandwiches, frozen desserts and other food items to be sold and the prices to be charged shall be submitted with a completed bid packet to the Borough and shall be subject to approval by the Borough. The approved selling price of all items to be sold at the pool shall be displayed in a visible location at the pool food-dispensing site.
5. All equipment used by the Concessionaire shall be inspected by the Borough of North Caldwell Health Officer. It shall be the Concessionaire's responsibility to maintain a clean facility with cleanup occurring at the end of each day. The facility may be subject to subsequent unscheduled inspections by the Borough or the North Caldwell Health Officer throughout the terms of the contract to ensure a clean food servicing establishment is maintained.
6. The Concessionaire must be ready for Health Officer to do the pre-opening inspection at least two weeks prior to Memorial Day Weekend. All food handler certifications must be handed in and licensing from the Borough of North Caldwell must be completed.
7. The Borough will supply the building and permanent equipment presently at the pool concession stand which may be inspected by prospective bidders prior to the bid opening, if and when requested. The Borough will also supply at no cost to the concessionaire the electrical, and water outlets and will maintain the same in good working condition. All other equipment necessary for the preparation, sale, and distribution of food and drink and for maintaining the cleanliness and sanitation of the premises and equipment shall be provided by the Concessionaire, subject to the approval of the Borough of North Caldwell. The Concessionaire shall be required to install and pay for its own phone service. The Concessionaire shall keep all equipment clean and in sanitary condition at all times in conformance with the requirements of the Health Department.

8. The Concessionaire shall supply all employees necessary for the management, preparation, sale and distribution of food and drink and for maintaining the cleanliness and sanitation of the premises and equipment. These individuals will be the exclusive employees of the concessionaire and not employees of the Borough.
9. Concession employees shall be approved by the Borough and the Concessionaire agrees to terminate any employee at the request of the Borough. Concession employees, unless they are pool members, shall not have pool privileges. The Concessionaire shall maintain Workers Compensation insurance and will provide the Borough with proof of insurance. The Concessionaire shall provide the names and dates of birth of all Concession employees. All Concession employees shall be subject to a mandatory background check which shall be complete and submitted for approval by the Borough prior to start of employment for said employees. All Concession employees shall hold current food handler certifications which shall be submitted to the Borough for review and approval by the Borough prior to the start of employment for said employees.
10. Employees of the Concessionaire who are deemed unsatisfactory to the Borough shall be removed by the Concessionaire from the Pool site immediately. If an employee is determined to be unsatisfactory, the Concessionaire shall remove said employee within the time indicated by the Borough at the time of said determination.
11. Bids made to the Borough of North Caldwell will be a minimum of \$2,500.00.
12. Payment will be made to the Borough each year of the contract as follows:
 - 100% of Refundable Deposit before May 31st
 - 50% of Bid Amount before July 1st
 - 50% of Bid Amount before August 15th
13. If payment is not received within the dates stipulated above, concessionaire will be penalized. The penalty will be an addition of 10% of the total owed. This penalty will be added after 14 days of non-payment.
13. The Concessionaire shall be required to carry full insurance including comprehensive general liability, product liability, workman's compensation insurance, which shall cover all operations of the contractor, its employees and servants and motor vehicles and equipment used by the contractor in connection with the contractor's operations under the contract. Said insurance, by endorsement, shall fully protect the Borough from liability.

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

The following Certificates of Insurance must be furnished:

A. Workers Compensation: Part Two Statutory

B. Comprehensive General Liability

- i. Minimum Limits: \$1,000,000 Combined Single Limit
- ii. Coverage to Include: Premise/Operations Independent Contractors
Products/Completed Operations
Contractual
Personal Injury
Broad Form Property Damage
Borough as additional insured

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

14. The Concessionaire agrees to indemnify and hold harmless the Borough, the Borough Mayor and Council and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death, and against and from all suits and actions all costs, damages and changes of whatsoever kind and nature, including attorney's fees, to which the Borough may be put for or on account of any injury or alleged injury to person including death, or property, resulting from the performance of the contractor's operations under the contract, or by or in consequence of any neglect or omission on the part of the contractor in the performance of operations under this contract, whether such operations, or the absence thereof, be by the contractor or anyone directly or indirectly employed by the contractor.
15. The Concessionaire shall begin operation on the Saturday prior to Memorial Day and continue through Labor Day. The Concessionaire must be in compliance with all requirements of the North Caldwell Health Officer by close of business on Friday, May 21, 2021, seven (7) days prior to opening day.
16. The hours of service by the Concessionaire at the pool site shall be at a minimum from 12:30 pm to 6:00 p.m. on each day that the Pool is in operation. In addition the Concessionaire shall provide service for special events as directed by the Borough, such as pool parties, Borough events, etc. An opening and closing sign specifying hours of operation shall be displayed at all times.
17. The concessionaire shall insure its equipment against loss or damage and the Borough shall not be liable to the Concessionaire for any loss or damage thereto.
18. The Concessionaire shall maintain service of the highest standards, will clean and sweep all eating areas after making sales and servings, will strictly observe the requirements herein of restricted areas and will comply with all rules, regulations and orders of the Borough and its agents. All tables must be kept clean and garbage emptied as needed. The Concessionaire will instruct and supervise the Concessionaire's sales personnel to insure compliance with the Borough requirements.
19. Concessionaire shall be responsible for maintaining a Manager on premises at all times. The

Manager shall be at least 21 years of age and shall supervise all employees of the Concessionaire during hours of operation. North Caldwell will require a list of employees and their dates of birth for the 2021 season and all seasons thereafter in which the Concessionaire is contracted. All other requirements set forth previously in the bid shall remain in addition to this section.

20. Concessionaire shall be responsible for and subject to compliance with all applicable health regulations including applying for and obtaining a permit for the operation of a retail food handling establishment. Concessionaire shall be required to keep the immediate concession stand areas clean of litter resulting from its operation. Concessionaire shall also be responsible for the following:

- A. Wash counter daily before opening and closing
- B. Wash floors completely at least one hour before opening each day.
- C. Snack Bar area shall be cleaned daily before opening and at closing.
- D. The concrete apron around the snack bar shall be washed down regularly. Gum shall be removed from the concrete apron.
- E. Tables in the concession area shall be cleared and washed regularly throughout each day of operation.
- F. Clean exhaust fan no less than on a bi-weekly basis.
- G. Flatten all cardboard containers. All garbage shall be placed in plastic bags and deposited regularly in dumpsters, which are located in parking lot.
- H. Compliance with recycling regulations of the Borough.
- I. All food handlers shall wear plastic gloves while handling any food products.
- J. All employees shall complete all food handling certification classes and any free training classes recommended by the Borough's Municipal Joint Insurance Fund. Enrollment in said classes shall be managed by the Borough of North Caldwell.

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

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

and Recreation Department prior to the concessionaire beginning their season.

23. Typical dates of operation of the Community Pool for the 2021 season are as follows:

- May 21st: Snack bar **must be ready** for inspection during the week of May 24th.
- May 29th, 30th and 31st: Memorial Day Weekend – Pool hours are 11:30 am – 6:30pm.
- June 5th, 6th, 12th, 13th, 19th and 20th: 11:30am-6:30pm during weekend operation prior to pool opening up full-time.
- June 22nd: Pool hours are from 1:30pm-6:30pm.
- June 23rd through September 6th: pool hours are 12:30pm-6:30pm (Monday-Friday) and 11:30am-6:30pm (Saturdays and Sundays).

Pool opening and closing times may be subject to change and may depend on the schedule of the North Caldwell Board of Education and the West Essex Board of Education.

24. The Concessionaire shall be required to completely clean the snack bar and all equipment by the Wednesday immediately following Labor Day and shall be subject to the inspection and approval by the Borough. Cleaning shall include, but not be limited to, leaving the facility in a broom swept condition, cleaning all hood vents, cleaning all cooking equipment and preparing for proper off-season storage, repairing any items damaged by Concessionaire, removing all food items, signage and temporary equipment, and all other cleaning that is deemed necessary by the Borough. Failure to properly or completely clean the snack bar and all equipment may result in penalties, fines or liens as permitted by law and may result in formal complaints being filed against said business entity.

25. Information concerning pool membership and site inspection may be arranged with Samantha O'Neill, Program Director at (973) 228-6410, ext. 114.

26. Contract may be extended beyond one year if mutually agreed upon by the Borough and Concessionaire and as permitted by New Jersey State law.

27. Business registration certificate is required to be submitted with bid documents, or prior to entering into a contract with the Borough.

28. The Borough requests prices for the year 2021, with a Borough option of extending the contract with a bid for a (2022) one-year extension, or a (2023) two-year extension. The contract extension will be at the sole discretion of the Borough.

29. Concessionaire shall be responsible for making a five hundred dollar (\$500) fully refundable deposit by May 27, 2021 which will be held in escrow by the Borough and returned upon complete cleaning of the facility at the end of the season in a manner which has been determined to be acceptable by the Borough. The Concessionaire will be put on notice of any deficiencies if the facility is not cleaned in an acceptable manner by the close-out date previously stipulated. The Borough reserves the right to draw from this deposit to pay for time, labor and equipment necessary to complete the cleaning of the facility and winterization of all equipment if the Concessionaire is unresponsive to the deficiency notice.

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

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

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

CONCESSIONAIRE NAME: _____

ADDRESS: _____

SIGNED BY: _____

NAME (PRINT OR TYPE) TITLE (PRINT OR TYPE)

DATE: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

\$ _____
PROPOSED BID FOR 2021 SEASON (EXCLUDING THE \$500 REFUNDABLE DEPOSIT)

QUALIFICATIONS, EXPERIENCE, REFERENCES

State of New Jersey

County of

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

1. I am the owner/general partner/president of _____
and I have herewith submitted a bid proposal to equip and operate the Food and Beverage Concession Stand at the North Caldwell Community Pool for the 2020 Season.

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

<u>Dates (from – to)</u>	<u>Trade Name</u>	<u>Location</u>	<u>Position Held</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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

4. Financial Institution References (current status):

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

5. Federal ID# _____
or
Social Security # _____

Sworn and subscribed to
Before me this _____ day of
_____, 2021.

Signature_____
Name (Print/Type)_____
Notary Public

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

NON-COLLUSION AFFIDAVIT

State of _____ County of _____ SS #: _____

_____ residing in the County of _____, State of _____

(Name of Affiant)

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

_____ of the firm of _____

(Title or position)

(Name of firm)

Is the bidder making this Proposal for the bid proposal entitled **Proposal and Specifications for Operation of Food and Beverage Concession Stand, North Caldwell Community Pool**, and that I executed the said proposal with full authority to do so that said bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Borough of North Caldwell relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

Signature

(Type or print name of affiant under signature)

Subscribed and sworn to
Before me this _____ day of
_____, 2021.

Notary Public

My commission expires _____, 20____.

STATEMENT OF OWNERSHIP

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

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

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

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

Name _____ Name _____

Address _____ Address _____

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

Name _____ Name _____

Address _____ Address _____

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

Subscribed and sworn before me

This _____ day of _____, 2021.

(Affiant)

(Print name & title of affiant)

Notary Public

My Commission expires _____

AFFIRMATIVE ACTION COMPLIANCE NOTICE

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

GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

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

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

OR

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

OR

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

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

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

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____