

SOMERSET COUNTY PARK COMMISSION

PURCHASING DIVISION
Karen L. McGee, RPPO, QPA
Purchasing Agent



PHONE: (908) 231-7053
Fax: (908) 575-3917

PO BOX 3000 – 20 GROVE STREET
SOMERSET COUNTY ADMINISTRATION BUILDING
SOMERVILLE, NJ 08876 - 1262

NOTICE OF RFP

The Somerset County Park Commission is soliciting proposals through the competitive contracting process in accordance with N.J.S.A 40A:11-4.1, et seq.

Sealed RFP responses will be received by the Purchasing Agent on **June 19, 2015 at 2:30 P.M.** in the Purchasing Division, County Administration Building, 20 Grove St., Somerville, NJ 08876 at which time and place responses will be opened for:

Food and Beverage Concession for Warrenbrook Pool PC-XS-0007-15

A highly recommended pre-proposal inspection of the location will be held at the Warrenbrook Pool, 500 Warrenville Road, Warren Township on June 05, 2015 at 11:00am.

Specifications and instructions may be obtained at the Purchasing Office or on the Somerset County Park Commission Website www.somersetcountyparks.org and the County Website www.co.somerset.nj.us * We are now storing all responses electronically; therefore submit all pages of the response (including the original bid document) on a CD in addition to the printed copies.

* Any RFP Addenda will be issued on the website. Therefore, all interested respondents should check the website from now through RFP opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Respondents shall comply with the requirements of P.L. 1975 C127 (N.J.A.C. 17:27et seq.)

Karen L. McGee, QPA
Date Advertised: May 29, 2015

1. Introduction

The Somerset County Park Commission herein referred to as owner is seeking proposals from a concessionaire to provide food and beverage at the Warrenbrook Pool, which is an outdoor swimming facility offering patrons a choice of seasonal passes or daily admissions. The Warrenbrook Pool is located at 500 Warrenville Road, Warren Township.

The concessionaire shall pay the owner a concession fee for the right to operate and keep all other proceeds from the concession.

2. Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the Somerset County Park Commission, hereinafter referred to as owners, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the owner, will become part of any contract awarded as a result of this RFP.

2.1 Schedule

A schedule has been established for respondent proposals, proposal review, and contractor selection. The dates established for the procurement are:

Release of RFP	May 29, 2015 www.co.somerset.nj.us & on www.co.somersetcountyparks.org
Proposal Due Date	June 19, 2015 at 2:30 P.M
Evaluation Completed	June 22, 2015
Park Commission Action	June 2015

2.2 Proposal Submission Information

Submission Date and Time:

June 19, 2015 at 2:30 P.M

One (1) Original & Three (3) copies and One (1) CD ROM electronic version .pdf format of the complete RFP response.

The Park Commission is storing all responses electronically; therefore submit all pages of the response (including the original RFP document) on a CD in addition to the printed copies.

Submission Office:

Somerset County Administration Building
Office of the Purchasing Agent
20 Grove Street, 3rd Floor
County Administration Building

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Purchasing Agent. The original proposal shall be marked to distinguish it from the three (3) copies.

Only those RFP responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

2.3 Using Department Information

The Using Department for these services is:

Department of Recreation
Somerset County Park Commission
PO Box 5327
North Branch NJ 08876
Voice: (908) 722-1200 ext 226
Email: knewman@scparks.org

2.4 Park Commission Representative for this Solicitation

Please direct all questions in writing to:

Karen L. McGee, QPA
Purchasing Agent
Somerset County Purchasing Office
PO Box 3000 – 20 Grove Street
Somerville, NJ 08876
Voice: (908) 231-7053
Fax: (908) 575-3917
Email: mcgee@co.somerset.nj.us

2.5 Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner’s representative in response to such comments and questions will be issued by Addenda posted to website and mailed or delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

2.6 Quantities of Estimate

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the owner to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

2.7 Cost Liability and Additional Costs

The owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner, are not to be billed and will not be paid.

2.8 Statutory and Other Requirements

2.8.1 Compliance with Laws

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

2.8.2 Mandatory EEO/Affirmative Action Compliance

No firm shall be issued a contract unless it complies with the EEO/Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.

2.8.3 Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

2.8.4 Stockholder Disclosure

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted to the County a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

2.8.5 Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

2.8.6 N.J. Business Registration Certificate

Certificate required pursuant to C57, PL2004; failure to be registered by time of contract award may be cause for rejection. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services at the following link: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

2.8.7 “Pay to Play” – Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27)

- (1) Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.
- (2) Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.
- (3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC’s website at www.elec.state.nj.us.
- (4) If you have any questions please contact ELEC at:
1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

2.8.8 Insurance and Indemnification

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

The respondent shall procure and maintain:

Worker’s Compensation and Employer’s Liability Insurance shall be maintained in force during the life of this contract by the respondent covering all employees engaged in performance of this Contract in accordance with the applicable statute.

General Liability and Product Liability Insurance with limits of not less than two million (\$2,000,000) dollars on any one person and two million (\$2,000,000) dollars any one accident for bodily injury and three hundred thousand (\$300,000) dollars aggregate for property damage, shall be maintained in force during the life of this Contract by the bidder. The policy shall include respondents Protective Liability Insurance (also known as Contingent Liability Insurance) with the same limits. In the event more than one insured is named in the policy, a cross-liability endorsement shall be included which provided that the employees of each of the named insured are not excluded under the policy as respect to claims that are made against other named insured.

Automobile Liability Insurance covering respondent from claims arising from owned, hired and non-owned vehicles with limits of not less than five hundred thousand (\$500,000) dollar for any one person and five hundred thousand (\$500,000) dollars for any one accident for bodily injury, and five hundred thousand (\$500,000) dollars for each accident for property damage, shall be maintained in force during the life of this Contract by the bidder.

Fire insurance policy for all personal and business property for not less than two hundred fifty thousand (\$250,000) dollars face amount, with the Owner at the time of signing of the contract. Respondent must submit with its proposal a letter from a licensed New Jersey insurance broker certifying that it can obtain this coverage.

Liquor liability insurance in the amount of two million (\$2,000,000) dollars with the Owner and the County of Somerset as named insured, and indemnify and hold the Owner and the County harmless for any injury or damages.

SPECIAL NOTE: The Owner and the County of Somerset shall be named as an additional insured on all policies set forth above, except Worker's Compensation policies.

The Concessionaire shall furnish at the time of delivery of the executed contract, certificates of the required insurance showing coverage for Comprehensive General Liability, Comprehensive Automobile Liability, Liquor Liability, and where applicable necessary Workmen's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies only. All insurance policies shall also contain: A provision that the insurers will no cancel such insurance coverage without first giving thirty days written notice to the Owner, waiver of subrogation clause; statement that insurance is primary and any insurance the Owner may maintain shall be deemed excess to the Concessionaire's primary insurance.

2.8.9 HIPAA (If Applicable)

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the County harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of

the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

2.8.10 Disclosure of Investment Activities in Iran

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran

2.9 Public Emergency

In the event of a Public Emergency declared at the Local, State or Federal Level, if the County opts to extend terms and conditions of this RFP, the contractor agrees to extend the terms and conditions of this RFP, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the County may solicit the goods and/or services from any bidder on this contract.

2.10 Multiple Proposals Not Accepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

2.11 Failure to Enter Contract

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

2.12 Commencement of Work

The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.

2.13 Termination of Contract

If, through any cause, the concessionaire shall fail to fulfill in a timely and proper manner obligations under the Contract or if the concessionaire violates any requirements of the Contract, the Owner shall thereupon have the right to terminate the Contract by giving written notice to the concessionaire of such termination at least ten (10) days prior to the proposed effective date of the termination.

In addition the Owner reserves the right to terminate the contract at any time in the event that:

1. The food service is not of good quality as determined in the sole opinion and discretion of the appropriate representative(s) of the Owner; or
2. The areas in or about the leased premises are not kept clean, orderly and sanitary as required by the Owner or the Municipal Board of Health; or
3. The concessionaire fails to provide requisite level of service during the scheduled hours and days; or

4. The concessionaire and/or its employees generated complaint(s) which, as determined by the Owner in its sole discretion, deems the volume and/or nature of complaints to be unreasonable and/or disruptive for the nature of the service provided by the concessionaire.

The concessionaire agrees to indemnify and hold the Owner harmless from any liability to subcontractor/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Owner under this provision. In case of default by the contractor, the Owner may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

2.14 Non-Allocation of Funding Termination

Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

2.15 Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

2.16 Payment

Payment shall be on a Fixed Fee Basis Annually for each year of the contract. All payments due to the Park Commission shall be made no later than May 1 annually for each year of the contract, with the exception for the first year which will be due at contract award. Each payment shall be by check to the Somerset County Park Commission, mailed to the Somerset County Park Commission Recreation Department, PO Box 5327, North Branch NJ 08876.

All taxes, including but not limited to, State sales and or use taxes, shall be the responsibility of the contractor and shall be paid by the contractor on all equipment, services, and supplies used by the contractor in the operation of any vending machine or other coin operated equipment used for the performance of services described herein and shall be deemed to be part of the contractors operating expenses.

2.17 Smoking Policy

Smoking is a potential public health and fire hazard. It is restricted to prevent infringements upon others and to create and maintain an environment that is in the best interest of the safety, health, and well-being of all users of SCPC buildings. Smoking is not permitted in any SCPC facility. Concessionaire is expected to respect this smoking policy and fully comply.

2.18 W-9

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

3. Scope of Work

Project Overview: The concessionaire shall be responsible for:

A. Warrenbrook Pool

Provide all staff and supplies necessary for the successful operation of one (1) Snack Bar facility and adjacent patio area of the Warrenbrook Pool. (The existing equipment in all food concession areas will be supplied by the Owner and remain the property of same.) Pool patrons are reserved the right to bring their own food and non-alcoholic beverages into the pool complex.

The concessionaire must secure, maintain, and deliver to the Owner prior to and throughout the term of this contract, all required local, state and/or federal permits and licenses including but not limited to local Board of Health permits.

3.1. Respondents shall have the following minimum qualifications:

- A. Successfully operated a catering concession and/or restaurant for a period of five (3) years or more.
- B. The principals of the respondent must be educated in food preparation and/or hotel or restaurant management.
- C. The respondent must have and demonstrate the financial resources to ensure full and proper performance of the food and beverage concession; evidenced by recent audited financial statement or tax return.

3.2 Respondents shall submit with the proposal:

- A. An organizational chart and/or description that lists the approximate number of employees by function. The concessionaire shall have adequate personnel for serving food and beverages at each location. Each staff member must conduct him/herself in a professional and courteous manner. The Owner reserves the right to ask the concessionaire to remove any employee, either temporarily or permanently, based on job performance, attitude, cleanliness, etc.
- B. Proposed menu (with pricing which is non-binding) for concession.

3.3 Term of Contact

The term of the contract shall commence upon Park Commission approval and continue to and including September 30, 2015 with the option for two (1) one year extensions based on the performance of the contractor.

3.4 Method of Award

The Award will be to the most responsible proposer(s) whose price is the highest of all the proposals received, with a minimum bid of \$600 per operating season annually. The concessionaire shall make no claim against the Park Commission for "Anticipated Profits". Any of all proposals may be rejected (a) if the prices are obviously unbalanced, (b) competition obviously has been suppressed, (c) if received from bidders who have previously performed work in an unsatisfactory manner, and (d) if it is deemed advisable to do so in the best interest of the Park Commission.

3.5 Payment Schedule

Payment shall be on a Fixed Fee Basis Annually for each year of the contract. All payments due to the Park Commission shall be made no later than May 1 annually for each year of the contract with the exception for the first year which will be due at contract award. Each payment shall be by check to the Somerset County Park Commission, mailed to the Somerset County Park Commission Recreation Department, PO Box 5327, North Branch NJ 08876.

3.6 Building and Locations

The Owner will provide for the use of the Concessionaire such refreshment stands, shelters, rooms, and locations for the purpose of proving the service herein specified as follows: the Snack Bar and Upper Patio of the Warrenbrook Pool.

3.7 Conditions and Surrender of Property

The buildings, rooms, and locations and all parts thereof, which are the property of the Owner shall remain the property of the Owner, and upon termination of the contract by lapse of time or otherwise, the concessionaire shall surrender possession of all said premises and all parts thereof to the Owner in as good condition as said premises were when first occupied by the concessionaire under the terms of the contract, ordinary wear and damage due to explosion, riot, civil commotion, windstorm, rain, hail or other acts of God excepted.

3.8 Plans for Alterations

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

3.9 Equipment

The Owner will provide and maintain all existing equipment currently present in food concession location which may include but not be limited to: refrigerated sandwich unit, bread cabinet, ice machine with bin, ice cream freezer, reach-in refrigerator, gas char broiler, gas fryer, gas griddle, refrigerated equipment stand, stainless steel exhaust hood and fire suppression system, portable food warmer, and reach-in freezer.

The concessionaire shall provide the following equipment and supplies necessary for the operation of the food concessions areas which will accommodate approximately 100 people: kitchen utensils, flatware, and cups.

The concessionaire shall, at his own cost and expense, provide and maintain cash registers that shall be capable of producing a customer receipt.

The concessionaire shall, at his own cost and expense, provide all necessary equipment and communication lines, if desired, to accommodate electronic banking transactions and telephone service on site.

3.10 Maintenance of Owner Facilities

Concessionaire shall preserve and maintain in good and clean condition, reasonable wear and tear excepted, all Owner structures and equipment including the exhaust system(s), now installed or which may hereafter be installed or located in the food concession areas, and the grease traps as may be located at the site(s). Owner shall be responsible for cost of annual exhaust system(s) service and cleaning. Concessionaire is completely responsible for the interior maintenance of the structure and cleanliness of the dining and food preparation areas.

Upon expiration or termination of the Agreement, concessionaire shall deliver possession of the concession premises and Owner-owned equipment in as good and clean condition as the premises and equipment were delivered at the commencement of the Agreement, reasonable wear and tear excepted. In the event that the concessionaire does not deliver up possession as herein provided, the Owner may restore the premises and equipment to such condition and the cost hereof shall be paid by the concessionaire to the Owner within fifteen (15) days after completion of required repair.

3.11 Cleaning Premises

The concessionaire shall furnish all labor, services, materials, supplies, and equipment necessary to maintain, in a clean, orderly, and inviting condition satisfactory to the Owner and/or respective municipal Health Departments, all premises used and occupied by the concessionaire in the operation of concessions, together with the area immediately surrounding same as affected by said operations. This shall include all areas adjacent to such premises to a distance of not more than (100) feet, including tables and windows if any, but the concessionaire shall not be responsible for cleaning the floors of the areas.

3.12 Utilities

The Owner will furnish HVAC, propane gas, electricity, and water. Concessionaire shall furnish telephone service.

3.13 Signs

The use of any sign or advertisement upon the Property of the Owner or on any vehicle operated by the concessionaire requires the concessionaire to obtain written approval of the Owner prior to the use or display of any such sign or advertisement as a condition of the Contract. The Owner, through its agents, shall have the right, without prior notice to the concessionaire to remove at the cost and expense of the concessionaire any sign or signs that may be erected without the Owner's prior written consent.

3.14 Cancellation by the Owner

This agreement shall be subject to cancellation by the Owner in the event of the happening of any one or more of the following contingencies.

In the event the concessionaire is adjudicated as bankrupt, or is receivership, or has made an assignment for the benefit of his creditors, or because of its financial condition is judged by the Owner's auditor as being unable to continue successful operation.

Failure of the concessionaire to perform, keep, and observe any of the conditions of the contract and the failure of the concessionaire to correct the default or breach within a time specified by the Owner. Failure to perform shall include but not be limited to non-payment of rent, closing earlier than permitted, failure to keep the premises in a clean manner, or failure to make payments as required.

3.15 Liability of the Owner

The Owner shall not be liable for any damage to persons or properties by reason of or in consequence of the privileges granted by this contract or for or on account of any act or thing authority supposed authority of such grant. The concessionaire shall agree that all personal property upon the demised premises shall be at the risk of the concessionaire only and that the Owner shall not be liable for any damage thereto or loss or theft thereof.

3.16 Relation to the Owner

It is the intent of the parties hereto that the concessionaire shall legally be considered as an independent contractor and that neither he nor his employees shall, under any circumstances, be considered servants of agents of the Owner, and that the Owner shall at no time be legally responsible for any negligence on the part of said concessionaire his servants or agents, resulting in either personal injury or property damage to any individual, firm or corporation regardless of where said injury or damage may occur.

3.17 Codes and Licenses

Each Concessionaire must conform to all municipal, local, and state codes, obtain any licenses or inspection certificates required and correct all deficiencies as reported by local authorities within 30 days. Failure to comply will result in termination of the contract.

3.18 Fire Damage

In case of fire, the Concessionaire shall give immediate notice thereof to the Owner, who shall proceed forthwith to repair any damage to the building caused thereby. In the event the building is damaged beyond repair, the Owner reserves the right to terminate the contract. The Concessionaire's obligation to pay the fee shall cease until the building is again available for occupancy and a proportionate adjustment will be made if said closure from fire exceeds 72 hours.

3.19 Liquidated Damages and/or Default

If any fee shall be due and unpaid, or if default shall be made in any of the covenants, terms, or provisions of the contract then it shall be lawful for the Owner, its Agent or Representatives to re-enter the leased premises, and to remove all persons there from, and the rights and privileges of the successful respondent shall thereupon be considered as liquidated damages.

3.20 Inspection

The Owner and its Agents or Representatives shall have the right to enter into and upon the contracted premises or any part thereof at all reasonable hours for the purpose of examining and inspection.

3.21 Assignments

The Concessionaire shall not assign, transfer, convey, sublet or otherwise dispose of the contract, or his rights, title, or interest in or to the same of any part thereof, or by way of change of control, or otherwise, without previous consent, in writing to the Owner, endorsed upon or attached to each copy of the Contract; and he shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract, unless by and with consent signified in like manner.

If the Concessionaire shall, without such previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract in whole or in part or of his right, title or interest therein, or any of the monies to become due under the Contract to any person, firm or corporation, the Contract may, at the option of the Owner, be revoked and annulled, and the Owner thereupon relieved and discharged from any and all liability and obligations growing out of the same to the Concessionaire and to his assignee or transferee; and no right under this Contract or to any money to become due hereunder, shall be asserted against the Owner in law or in equity by reason of any so-called assignment of this Contract, or any part thereof, or any monies to grow due hereunder unless authorized as aforesaid by the written consent of the Owner.

3.22 Vacating Premises

The concessionaire agrees within ten (10) days of the expiration of the term of the contract or whenever the contract is revoked, to remove its property or authorized representative of the Owner shall have the right to take possession of the premises and to remove the property of the concessionaire from the concession area at the expense of the concessionaire.

3.23 Other Requirements

If the Concessionaire shall fail or refuse to comply with and perform any conditions and covenants of the within contract, the Owner may, if the Owner so elects, carry out and perform such conditions and covenants, at the cost and expense of the Concessionaire and the said cost and expense shall be payable on demand or at the option of the Owner shall be added to the installment of fee due immediately thereafter but in no case later than one month after such demand, whichever occurs sooner, and shall be due and payable as such. This remedy shall be in addition to such other remedies as the Owner may have hereunder by reason of the breach by the Concessionaire of any of the covenants and conditions in this contract.

If there should occur any default on the part of the Concessionaire in the performance of any conditions and covenants herein contained, or if during the term hereof the premises or any part thereof shall be or become abandoned or deserted, vacated or vacant, or should the Concessionaire be evicted by summary proceedings or otherwise, the Owner, in addition to any other remedies herein contained or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefore, or for damages, re-enter said premises and the same have and again possess and enjoy; and as agent for the Concessionaire or otherwise, re-let the premises and receive the fees therefore and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Owner may have been put to in re-entering and repossessing the same and in making such repairs and alterations as may be necessary; and second to the payment of fees due hereunder.

The Concessionaire shall remain liable for such fees as may be in arrears and also the fees as may accrue subsequent to the re-entry by the Owner, to the extent of the difference between the fees reserved hereunder and the fees, if any, received by the Owner during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month.

Upon the occurrence of any of the contingencies set forth in the preceding clause, or should the Concessionaire be adjudicated a bankrupt, insolvent or placed in receivership, or should proceedings be instituted by or against the Concessionaire for bankruptcy, insolvency, receivership, agreement of composition or assignment for the benefit of creditors, or if this contract of the estate for the Concessionaire hereunder shall pass to another by virtue of any court proceedings, writ of execution, levy, sale, or by operation of law, the Owner may, if the Owner so elects, at any time thereafter, terminate this contract and the term hereof, upon giving to the Concessionaire or to any trustee, receiver, assignee or other person in charge of or acting as custodian of the assets or property of the Concessionaire five days notice in writing, of the Owner 's intention to do so.

Upon the giving of such notice, this contract and the term hereof shall end at the date fixed in such notice as if the said date was the date originally fixed in this contract for the expiration hereof, and the Owner shall have the right to remove all persons, goods, fixtures and chattels there from by force or otherwise, without liability for damages.

The Owner shall not be liable for any damage or injury which may be sustained by the Concessionaire or any other person, as consequence of the failure, breakage, leakage or obstruction of the water, plumbing, storm sewer, waste of soil pipes, roof, drains, leaders, gutters, valleys, downspout or the like or of the electrical, gas, power, conveyor, refrigeration, sprinkler, air conditioning or heating systems, or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of the Owner or this or any other agents, employees, guests, licenses, invitees, subtenants, assignees or successors; or attributable to any interference with, interruption of or failure, beyond the control of the Owner, of any services to be furnished or supplied by the Owner.

The Concessionaire waives all rights of recovery against the Owner or the Owner 's agents, employees or other representatives, for any loss, damages, or injury of any nature whatsoever to property or persons for which the Concessionaire is insured.

In addition the Owner reserves the right to terminate the contract at any time in the event that:

1. The food service is not of good quality as determined in the sole opinion and discretion of the appropriate representative(s) of the Owner; or
2. The areas in or about the leased premises are not kept clean, orderly and sanitary as required by the Owner staff or the Municipal Board of Health; or
3. The Concessionaire fails to provide requisite level of service during the scheduled hours and days; or
4. The Concessionaire and/or its employees generated complaint(s) which, as determined by the Owner in its sole discretion, deems the volume and/or nature of complaints to be unreasonable and/or disruptive for the nature of the service provided by the bidder in connection with the service provided by the Owner.

The Owner reserves the right from time to time to make improvements on the course and in the Clubhouse, which may result in closure of the facility. In case of closure, pro rata refunds will be made to the Concessionaire.

3.24. SUPPLEMENTAL CONDITIONS - Food Service Operation/Management

It is the intention of these specifications to explain to prospective respondents additional requirements, terms, and provisions related to the operation of Food and Beverage facilities at these specific locations.

A. Operational Dates and Hours

Warrenbrook Pool is open seven days a week mid-June through Labor Day.

Monday – Friday	Swim lessons 10am – 12noon Public Hours 12noon – 8pm
Weekends and holidays	11am – 8pm

Concession must be open and ready to serve the public between these hours as herein specified except where special permission for other hours of openings and closing are granted by the Recreation Manager or Facility Manager. The respondent shall not conduct business on any day after the closing hour as fixed by the Owner. SCPC reserves the right to sell snacks and beverages during scheduled operating hours in the absence of the vendor.

The Owner reserves the right to close the pool at any time when the conditions may cause damage to the patrons or the facility itself. In addition, the Owner reserves the right to close all or a portion of the facility for maintenance.

The Owner reserves the right to close the pool at any time to conduct special events. Owner-sponsored special events scheduled during standard operating hours may be excluded from this contract.

Permission must be obtained from Recreation Manager for any change in operations because of an emergency situation etc.

B. Product Quality/Menu Selection

All meat and meat products sold must comply with all aspects of the Federal Food and Drug Act of June 30, 1906 and all amendments thereto; and to subsequent decisions of the United States Department of Agriculture applicable hereto.

Wherever dispenser type drinks are sold, the finished product shall have a minimum BEAUME TEST of 6.0 and the syrup quality shall be equal to nationally advertised products.

All beverages served in the Food Concession area and on the course must be in plastic bottles or aluminum cans. No Styrofoam cups, plates, bowls, serving trays may be used in the serving of food and drinking items. No glass bottles may be sold either through vending machines or over the counter.

Products to be Sold at Snack Bars

The following list will be a minimum of food and beverage products sold to the public: soft drinks, water, coffee, tea, iced tea and energy drinks, hamburgers, hot dogs, sandwiches, breakfast foods, snacks, soups and energy bars.

All food and beverages will be of a high quality and priced reasonably according to existing market prices. The Owner reserves the right to control product quality and pricing if same are not consistent with comparable operations in this region.

Conditions of Snack Bars

All snack bars and equipment will be cleaned daily at the end of each work day. Snack Bar operators will maintain equipment and ensure same are in good operating condition.

3.25 Staff

Concessionaire shall, at his own cost and expense, provide trained employees to serve the public both at all locations. The above-mentioned employees shall be competent and satisfactory to the Owner.

The Concessionaire shall provide constant upkeep and cleaning of food concession area, food preparation areas and patios to ensure the sanitary handling of food to include but not limited to:

- A. The Concessionaire shall, at his own cost and expense, provide a sufficient number of employees to service the public promptly and efficiently and in a competent manner satisfactory to the Owner. All such employees shall be clad in neat, clean uniforms satisfactory to the Owner. Concessionaire's staff uniforms shall not resemble Owner staff uniforms. It is the object of this requirement that all employees of the Concessionaire be identifiable for the protection of both the Owner and the Concessionaire. Concessionaire employees shall follow sanitary practice including the wearing of disposable gloves while handling food.
- B. Concessionaire and employees must conform to all local Board of Health rules and regulations.
- C. The Concessionaire shall not permit any agent or employee to remain in or upon the premises of the Owner or in any of the buildings, structures, or locations occupied by the Concessionaire after the close of business for any period of time longer than is normally necessary to secure premises, clean, and perform minor clerical work.
- D. The Concessionaire shall employ competent and satisfactory employees, and whenever the Owner 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 and shall not again be employed at the facilities of the Owner. If remedial action is not taken within forty-eight (48) hours, the Owner shall have the right to suspend operations or hire replacement personnel, at which time Concessionaire will be responsible for payment of said personnel.

3.27 Housekeeping

It shall be the responsibility of the Concessionaire to maintain the areas in and about the contracted premises in a clean and sanitary manner. Daily floor cleaning in the food concession area is to be the responsibility of the Concessionaire. The Concessionaire shall at its sole expense and cost furnish items for this maintenance as are usual and customary in establishments of like nature.

The contracted premises shall be kept and maintained in good condition and repair during the term of the contract and at the expiration thereof, the successful bidder will quit and surrender the premises to the Owner, in as good a state and condition as reasonable use and wear will permit, damages by the elements excepted.

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

UPDRAFT UNIT CLEANING

- i. Power cleaning and vacuum all dust lines and hoods to the kitchen updraft unit located over grill in concession areas, and periodic cleanings in accordance with the local and state codes.
- ii. All exhaust fans and filters screens to be removed and pressure washed.
- iii. Precaution should be taken as to the safety of the fire alarm system.

4. Location of Servicing Office

The proposal must list the location and address of the present office that will service and manage this contract.

5. Evaluation, Review and Selection Process

5.1 Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The Commission will either award the Contract within the applicable time period or reject all proposals. The Commission may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the Commission, be held for consideration for such longer period as may be agreed.

5.2 Rejection of Proposals

The Commission reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the Commission that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The Commission reserves the right to waive any minor informality in the RFP.

5.3 Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors.

5.4 Evaluation Criteria

The criteria considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent.

5.4.1 Understanding of the Requested Work

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

5.4.2 Knowledge and Technical Competence

This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.

5.4.3 Management, Experience, and Personnel Qualifications

Expertise of the firm shall be demonstrated by past contract successes providing government agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal. Quality and value of menu and pricing shall also be reviewed.

5.4.4 Ability to Complete the Services in a Timely Manner

This is based on the estimated duration of the tasks and the respondent's ability to accomplish these tasks as stated.

5.4.5 Concessionaire's Fee

Evaluation of the concessionaire's fee schedule.

6. Notice of Award

The successful respondent(s) will be notified of the award of contract upon favorable decision by the governing body.

EXPERIENCE STATEMENT

1. How many years have you been in business under your present name: _____

2. List a minimum of three contracts and/or installations you have operated, preferably in a similar operation.

LOCATION	TYPE OF OPERATION	YEAR	NAME AND ADDRESS OF PRESENT OWNER

3. List the distributor brands which will be utilized for this contract. Additional sheets may be attached.

MEAT: _____

MILK PRODUCTS: _____

ICE CREAM: _____

SODA/DRINKS: _____

PASTRY/CAKE: _____

CANDY/SWEETS: _____

OTHER: _____

4. Has any officer of your organization ever failed to complete a contract handled in his/her own name?

_____ YES _____ NO

If yes, state the name of individual, name of owner, and reason:

5. Has any officer or partner of your organization ever been an officer or partner of some other organization that has failed to complete a contract?

_____ YES _____ NO

If yes, state the name of individual, name of owner, and reason:

6. Is your organization currently in arrears on any contract or agreement?

_____YES _____NO

If yes, state the name of the contract and the reason:

**SOMERSET COUNTY PARK COMMISSION
RFP DOCUMENT CHECKLIST**

Required With Response		Read, Signed & Submitted Respondent's Initial
A.	FAILURE TO SUBMIT ANY OF THESE ITEMS IS <u>MANDATORY</u> CAUSE FOR REJECTION OF RFP	
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification	_____
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	_____
<input checked="" type="checkbox"/>	Required Evidence EEO/Affirmative Action Regulations Certificate or Questionnaire	_____
<input checked="" type="checkbox"/>	Proposal Cost Form and Signature Page	_____
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)	_____
<input checked="" type="checkbox"/>	Letter from a licensed NJ Insurance Broker certifying that Respondent can obtain \$250,000 in Fire Insurance coverage	_____
B.	FAILURE TO SUBMIT ANY OF THESE ITEMS MAY BE CAUSE FOR REJECTION OF PROPOSAL	
<input checked="" type="checkbox"/>	Business Registration Certificate – Respondent to be registered prior to contract award	_____
<input type="checkbox"/>	Business Registration Certificate – Named/Listed Subcontractor(s)	_____
<input checked="" type="checkbox"/>	Three (3) references for similar projects	_____
<input checked="" type="checkbox"/>	Qualification Statement	_____
<input checked="" type="checkbox"/>	Key Personnel Information/Organizational Chart/Proof of having adequate personnel-Submit with Proposal Response	_____
<input checked="" type="checkbox"/>	CD with PDF of RFP along with Printed Copies	_____
<input checked="" type="checkbox"/>	Experience Statement- Submit with Proposal Response	_____
<input checked="" type="checkbox"/>	List of Equipment/Furniture- Submit with Proposal Response	_____
<input checked="" type="checkbox"/>	Sample Menus and Pricing- Submit with Proposal Response	_____
<input checked="" type="checkbox"/>	Disclosure of Activities in Iran	_____
<input type="checkbox"/>		_____
<input type="checkbox"/>		_____
C.	READ ONLY	
<input checked="" type="checkbox"/>	Americans With Disability Act of 1990 Language	_____

This checklist is provided for respondent’s use in assuring compliance with required documentation; however, it does not necessarily include all specifications requirements and does not relieve the respondent of the need to read and comply with the specifications.

Name of Respondent: _____ Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____

**SOMERSET COUNTY PARK COMMISSION
PROPOSAL COST FORM/SIGNATURE PAGE**

**TO THE SOMERSET COUNTY PARK COMMISSION
BOARD OF CHOSEN FREEHOLDERS:**

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services per the attached schedule of fees for the following:

**Food and Beverage Concession for Warrenbrook Pool
PC-XS-0007-15**

Concession Fee Per Year, with a Minimum Bid of \$600 annually			
	2015	2016	2017
Warrenbrook Pool	\$	\$	\$

The undersigned is a (Corporate) _____ having its
 (Partnership) under the laws of the State of _____
 (Individual) principal office at _____

Company

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Telephone Number

Date

Fax Number

Email Address

**SOMERSET COUNTY PARK COMMISSION
STOCKHOLDER DISCLOSURE CERTIFICATION
N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)**

**FAILURE OF THE BIDDER/RESPONDENT TO SUBMIT THE REQUIRED
INFORMATION IS CAUSE FOR AUTOMATIC REJECTION**

CHECK ONE:

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Legal Name of Respondents Business _____

Check which business entity applies:

- Partnership Corporation Sole Proprietorship
- Limited Partnership Limited Liability Partnership Limited Liability Corporation
- Subchapter S Corporation Other _____

Complete if the bidder/respondent is one of the 3 types of Corporations:

Date Incorporated: _____ Where Incorporated: _____

Business Address:

STREET ADDRESS	CITY	STATE	ZIP
TELEPHONE #	FAX #	EMAIL	

Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock of any classes, or who own 10% or greater interest therein.

NAME	HOME ADDRESS
------	--------------

NAME	HOME ADDRESS
------	--------------

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: Yes No

Signature: _____ Date: _____

Printed Name and Title: _____

**SOMERSET COUNTY PARK COMMISSION
NON-COLLUSION AFFIDAVIT**

State of _____
County of _____

ss:

I, _____ of the City of _____

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

I am _____ of the firm of _____
(Title or position) (Name of firm)

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

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

(name of contractor)

(N.J.S.A. 52:34-25)

Subscribed and sworn to

before me this _____ day

of _____, _____.

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____.

**SOMERSET COUNTY PARK COMMISSION
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 County, 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 County 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 County 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 \$150.00 Fee and forward a copy of the Form to the County. 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.

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.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

EXHIBIT A

**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
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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 AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 *U.S.C.* S121 01 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.

October 20, 2004

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

** Construction Contracts (including public works related purchase orders)*

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) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- *2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and,
- 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 sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier 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.

**ALERT
FAILURE TO POSSESS A
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL**

SOMERSET COUNTY PARK COMMISSION

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL

REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE
SOMERSET COUNTY PARK COMMISSION.


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TRADE NAME: CLIENT REGISTRATION
TAXPAYER IDENTIFICATION#: 970-097-382/500
SEQUENCE NUMBER: 0107330
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
ISSUANCE DATE: 07/14/04
EFFECTIVE DATE: 01/01/01
FORM-BRC(08-01)

Acting Director
John S. Tully

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

 **STATE OF NEW JERSEY**
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

SOMERSET COUNTY PARK COMMISSION
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED

Division of Purchasing
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____ **Bidder/Offeror:** _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, **AND**

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

NAME: _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that Somerset County is relying on the information contained herein and thereby acknowledge that I am 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 of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Somerset County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____ Signature: _____

Title _____ Date: _____

**SOMERSET COUNTY PARK COMMISSION
REFERENCE SUBMITTAL FORM**

1.

Name	Title
Nature of Project	
Company	
Phone	Date

2.

Name	Title
Nature of Project	
Company	
Phone	Date

3.

Name	Title
Nature of Project	
Company	
Phone	Date

4.

Name	Title
Nature of Project	
Company	
Phone	Date