

TOWNSHIP OF CHATHAM



REQUEST FOR PROPOSAL (RFP)

COLONY POOL CONCESSION STAND OPERATION BID

FOR POOL SEASONS 2019 AND 2020

RFP # 2019-01

**BID OPENING THURSDAY, MAY 2, 2019 AT 10:00 A.M.
PREVAILING TIME**

AUTHORIZED BY RESOLUTION 2019-067

PREPARED BY:
ROBERT S. HOFFMANN
TOWNSHIP ADMINISTRATOR/QPA #1008
TOWNSHIP OF CHATHAM
58 MEYERSVILLE ROAD
CHATHAM, NEW JERSEY
07928

TOWNSHIP OF CHATHAM
MORRIS COUNTY, NEW JERSEY



TOWNSHIP OF CHATHAM REQUEST FOR PROPOSAL FOR:

COLONY POOL CONCESSION STAND OPERATION

ISSUE DATE: **Friday, April 12, 2019**

PROPOSAL DUE DATE: **Thursday, May 2, 2019 Prevailing Time**

Proposals shall be delivered in a sealed envelope clearly marked “Colony Pool Concession Stand Operation” to the Township of Chatham’s Clerk’s Office located at 58 Meyersville Road Chatham, New Jersey 07928 no later than 10:00 AM on Thursday, May 2, 2019 at which time all proposals will be opened.

The RFP may be obtained at the official Township of Chatham website:

www.chathamtownship-nj.gov on the main page top click on the “Government” tab, then link to “Public Bids & RFQs.”

ROBERT S. HOFFMANN
TOWNSHIP ADMINISTRATOR/QPA#1008
TOWNSHIP OF CHATHAM
58 MEYERSVILLE ROAD
CHATHAM, NEW JERSEY 07928

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Administrative Documents

- A. Failure to submit the following documents is a MANDATORY cause for rejection of bid in accordance with N.J.S.A. 40A:11-23.2.

Owner's Checkmarks		Bidder's Initials
	Proposal Guarantee or Bid Bond	
	Consent of Surety	
X	Public Disclosure Statement	
	List of All Subcontractors	
X	Bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	

- B. Failure to submit the following documents may be cause for rejection of bid in accordance with N.J.S.A. 40A:11-23.2.

Owner's Checkmarks		Bidder's Initials
X	Proposal Form	
X	Experience & Qualifications Questionnaire	
X	Non-Collusion Affidavit	
X	New Jersey Business Registration Certificate	
X	Affirmative Action Compliance Notice	
X	Mandatory EEO Language	
X	Americans with Disability Act of 1990	
	Public Works Contractor Registration	
	Labor & Materials Payment Bond	
	Performance Bond	
	Maintenance Bond	

Administrative Documents

C. List any deviations from the specifications on attached pages. If no deviations or exceptions are applicable, state "No Exceptions".

D. The undersigned hereby acknowledges and has submitted the above required documents.

Business Name:

Representative's Name:

Representative's Signature:

Date:

Phone:

TOWNSHIP OF CHATHAM
Acknowledgement of Receipt of Changes

Pursuant to the N.J.S.A. 40A:11-23. 1a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the Township's record of notice to bidders shall take precedence and that failure to include provisions of changes in the bid proposal may be subject for rejection of the bid.

Title of Addendum/Revision	Received Via (email, fax, etc.)	Date Received

ACKNOWLEDGEMENT OF BIDDER

Name of Bidder: _____

Bidder's Signature: _____

Printed Name & Title: _____

Date: _____

**TOWNSHIP OF CHATHAM
PROPOSAL FORM
COLONY POOL CONCESSION STAND
OPERATION**

PROPOSAL FOR: COLONY POOL CONCESSION STAND OPERATION

We the undersigned company, agree to provide Colony Pool Concession Stand Operations, in compliance with all requirements of the attached specifications as to quality and delivery to the Township of Chatham as follows:

PROPOSAL:

COLONY POOL CONCESSION STAND OPERATION as per specifications\$_____

The Township requires a minimum concession fee of \$3,000.00 for the 2019 and \$5,000.00 for the 2020 pool season. The first payment must be 10% of the said proposal and for pool season 2020, 10% must be given by March 31, 2020. The first payment shall accompany the proposal. (Contract shall be for 2019 and 2020 pool seasons)

TOTAL NET AMOUNT IN WORDS (Please Print):

All prices are exclusive of all taxes and are the basis of delivery to the Township of Chatham, County of Morris, State of New Jersey.

Each proposal submitted must be on forms supplied by the Township and no other will be accepted. Certain written requirements are specified in this bid to be submitted with the bid package. These requirements must be included in the bid package or the bid will be rejected.

The Township reserves the right to reject any and all bids, either in whole or in part, when, in the judgment of the Township Committee, the public interest will best be served by doing so; and, where the proposal contains more than one item to be bid upon, to accept the bid or bids of any or all items contained therein, determining low bid either on the basis of comparison of the aggregate of all items bid or on the basis of a comparison of bids, item by item.

Company Name	Federal ID # or Social Security #
Address	City, State, Zip
Print or Type Name and Title of Authorized Agent	Signature of Authorized Agent
Date	Phone
Fax	Email

TOWNSHIP OF CHATHAM
GENERAL CONDITIONS – PROFESSIONAL SERVICES, GOODS & SERVICES
COLONY POOL CONCESSION STAND OPERATION

SECTION I - SUBMISSION OF BIDS

- The Township of Chatham, Morris County, New Jersey (hereinafter referred to as "OWNER") invites sealed bids pursuant to the Notice to Bidders. Said Notice Bidders is to be attached to and is considered as a part of these General Conditions.
- Sealed bids will be received by the Township Clerk or his/her designee of the Township at the time and place stated in the Notice to Bidders, and at such time and place will publicly open and read aloud all bids received.
- The bid proposal form shall be submitted on the prescribed form with appropriate spaces properly filled in and with all required supporting documentation, in a sealed envelope:
 - Addressed to the Township of Chatham
 - Bearing the name and address of the bidder written on the face of the envelope
 - Clearly marked "RFP" with the contract title and/or RFP # being identified
- **It is the bidder's responsibility to see that the bid is presented to the Township on the hour and at the place designated. Bids may be hand delivered or mailed; however, the Township disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by overnight mail, the designation in the third bullet point, above, must also appear on the outside of the delivery company envelope. All mailed bids must be delivered and signed for by the Administration Office Staff ONLY. Bids received after the designated time and date will be returned unopened.**
- Sealed bids forwarded to the Township before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.
- **All prices and amounts must be written in ink or preferably typewritten in a word format on the bid form provided. Any discrepancies between the words and numbers, the written word price shall prevail.** Bids containing any conditions, omissions, unexplained erasures or alternation, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Township. Any changes, white-outs, strike-outs, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.
- Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

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- Bidders must insert prices for furnishing of the specified equipment, materials or supplies, or for all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor F.O.B. destination and placement at locations specified by the Township. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.
- The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.

SECTION II - BID SECURITY / CONTRACT SECURITY

- The following provisions if indicated shall be applicable to this bid and be made a part of the bidding documents:

_____ Bid Guarantee

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the Township of Chatham. When submitting a Bid Bond, it shall contain Power of Attorney for the full amount of the Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Township of Chatham. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A: 11-21. **If required, failure to submit is a mandatory cause for rejection of bid in accordance with NJSA 40A:11-23.2.**

_____ Consent of Surety

Bidder shall submit with the bid proposal a Certificate (Consent of Surety) to guarantee that the surety company will furnish the Township with the bonds required by the contract documents within the time periods and in the amounts so specified. The surety shall be authorized to do business in the State of New Jersey. The Consent of Surety shall be in a form acceptable to the Township and accompanied by (a) duly executed acknowledgements of the respective parties; (b) a duly certified copy of a Power of Attorney (where the Consent of Surety is executed by an agent or other representative of the surety); (c) a duly certified extract from the By-Laws or resolutions of Surety under which the Power of Attorney was issued; and (d) a duly certified copy of the latest published financial statement of asset and liabilities of Surety. **If required, failure to submit is a mandatory cause for rejection of bid in accordance with NJSA 40A:11-23.2.**

_____ Performance Bond

The successful bidder shall execute and deliver to the Township within ten (10) days after notification of award of the contract, a satisfactory surety bond or bonds in an amount equal

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to 100% of the contract prices, upon the form prepared for and used by the Township in statutory form with such surety companies as shall be approved by the Township Committee and qualified and authorized to do business under the laws of the State of New Jersey. The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied and any maintenance bonds required have been executed and approved by the OWNER.

The proposal shall also be accompanied by a Consent of Surety wherein the surety consents and agrees that if the Contract for which the proposal is made be awarded, that it will become bound as surety and guarantor for its faithful performance. **If required, failure to submit may be cause for rejection of bid in accordance with N.J.S.A. 40A:11-23.2.**

_____ Labor & Material Payment Bond

Successful bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract. **If required, failure to submit may be cause for rejection of bid in accordance with N.J.S.A. 40A:11-23.2.**

_____ Maintenance Bond

Successful bidder shall upon acceptance of the work submit a maintenance bond in the amount of 100% guaranteeing against defective quality of work or materials for the period of:

_____1 year _____2 years

If required, failure to submit may be cause for rejection of bid in accordance with N.J.S.A. 40A:11-23.2.

_____ Payment Deferral

As an alternate performance guarantee, no payment shall be made for any part of this contract until the entire contract is completed to the satisfaction of the Township.

○ Workmanship Guarantee – Contract Retention

The Contractor shall guarantee all labor and materials for a period of five (5) months from the date of acceptance of the work by the Township, and they shall make all needed repairs on the work as it progresses and during this guarantee period, except those due to ordinary wear and tear. The Contractor agrees that, during the said guarantee the Township may retain, out of monies payable to him under this agreement, the sum of two (2) percent of the amount of the contract; and that, should he fail to make the necessary repair at once after due notice from the Administrator, Superintendent of Public Works or Engineer, the Township may expend the same or so much thereof as may be required to make the needed repairs; provided, however, that in case of emergency, where in the opinion of the Administrator, Superintendent of Public Works, Pool Manager or the Engineer it would cause serious loss or damage, the Township may make repairs without previous notice and at the expense of the Contractor.

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Township, the Contract may provide a Maintenance Bond equal to ten (10%) percent of the contract value in a form approved by the Township Attorney.

If an alternate guarantee provision is contained in the Detailed Specifications then this alternate guarantee provision shall prevail.

SECTION III - INTERPRETATION AND ADDENDA - BIDDERS RESPONSIBILITIES

- The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Township. The bidder accepts the obligation to become familiar with these specifications.
- Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Township Administrator. In the event the bidder fails to notify the Township of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Township's representative stipulated in the bid. In order to be given consideration, written requests for interpretation must be received at least five (5) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with N.J.S.A. 40A: 11-23. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The Township's interpretations or corrections thereof shall be final.
- Discrepancies in the Bid
 - If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
 - In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Township of the extended totals shall govern.
- Site Investigation & Representation

The bidder acknowledges that they have satisfied themselves as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and sub-surface materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this contract. Any failure by the bidder to acquaint himself with all the available information concerning these conditions shall not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work

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- Deviations

All bidders shall clearly identify any deviations from the specifications at the time the bids are opened and examined. After the contract has been entered into, no consideration shall be given for any misunderstanding as to work, materials set forth therein specified and indicated on drawings, it being mutually understood that tender of a proposal carries with it an agreement to this and other obligations set forth in the contract and further implies full understanding of the contract document.

SECTION IV - BRAND NAMES, PATENTS AND STANDARDS OF QUALITY

- Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The Township reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets its requirements.
- In submitting its bid, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the Township harmless from any damages resulting from such infringement.
- Wherever available, only manufactured and farm products of the United States, shall be used for this contract pursuant to N.J.S.A. 40A: 11-18.
- Wherever practical and economical to the Township, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.
- Workmanship

All workmanship shall be in every respect in accordance with the best current practice. When available skilled craftsmen, fully qualified in the various disciplines required, shall be used in this project.

SECTION V - INSURANCE AND INDEMNIFICATION

- Insurance Requirements
 - Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability \$100,000.

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- General Liability Insurance

This insurance shall have limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$1,000,000 aggregate for property damage, and shall be maintained in force during the life of the contract by the bidder.

- Automobile Liability Insurance

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$1,000,000 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

- Certificate of Insurance

The Contractor shall provide Certificates of the Required Insurance as listed above along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the Township as an additional insured. Said Certificates of Insurance shall state specifically that the Indemnification cited below is guaranteed by the policy. If such statement is not included in the body of the policy shall be typed on the face or back of the certificate.

- Indemnification

Successful bidder will indemnify and hold harmless the Township of Chatham from all claims, suits or action and damages or costs of every name and description to which the Township may be subjected or put by reason of injury to the person or property of another, or the property of the Township, including attorneys fees and costs relating to the defense of such claims, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement. The Township of Chatham shall be named "Additionally Insured" on the Contractor's insurance policy.

SECTION VI - PREPARATION OF BIDS

- The Township of Chatham is exempt from any local, state or federal sales, use or excise tax. Exemption certificates will be provided when required
- Estimated Quantities (Open-end Contracts)

The Township of Chatham has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J. A.C.5:34-4.9. NO MINIMUM

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PURCHASE IS IMPLIED OR GUARANTEED.

- Successful bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include this cost in the bid price agreement, unless stated specifically otherwise in the Technical Specifications.

SECTION VII - STATUTORY AND OTHER REQUIREMENTS

- The Contractor shall familiarize himself and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect those engaged or employed in the, work, the materials or equipment to be used, or the conduct of the work. No plea or misunderstanding will be considered because of ignorance of the law.

If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, they will give the Township prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Township, he will bear all costs arising there from.

The following is a list of some Laws/Regulations which MAY impact on this contract. This list is not intended to be inclusive and is in addition to other requirements, statutes, regulations cited in these General conditions:

- Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action regulations of *N.J.S.A 10:5-31 et seq. & N.J.A.C 17:27*. Procurement, Professional and Service Contracts

All successful vendors must submit, upon award the contract or the receipt of the contract, one of the following:

- A photocopy of a valid letter for an approved Federal Affirmative Action Plan, or
- A photocopy of an approved Certificate of Employee Information Report, or
- If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

- Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful bidder is required to read Americans with Disability language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and to hold the Township harmless.

- Prevailing Wage Act (if applicable)

Pursuant to N.J.S.A 34:11-56.25 et seq., successful bidders on projects for public works

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construction, repair or alteration which exceed the statutory minimum value shall adhere to all requirements of the New Jersey Prevailing Wage Act. All workmen employed by the contractor or his subcontractors shall be paid not less than the prevailing wage rate for that particular craft. If any workmen employed by the contractor or his subcontractors have been paid less than required, then the Township may terminate the contractor's or subcontractor's right to proceed with the work. The contractor or his subcontractors and their sureties would be liable to the Township for any excess costs occasioned by this action.

Prevailing wage rates shall be posted by the contractor and subcontractors and the wage records for the contract shall be accessible to the Township and State officials at reasonable hours. All such records shall be retained for a minimum of two years.

The contractor and his subcontractors shall be required to submit a certified payroll record to the Township within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in NJAC 12:60-6.1(c). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

Contractor and his subcontractors are required to provide a certification as to the required wages then due to any and all workmen for the contract prior to receipt of final payment and final payment will not be made until these wages have been paid or the Township is satisfied that the wages will be paid with the receipt of the final payment.

The prevailing wage rate as determined by the New Jersey Department of Labor and Industry applicable to this contract is on file in the office of the Business Administrator or Engineer and is available for inspection at all reasonable hours.

- Stockholder Disclosure

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

- The New Jersey Worker & Community Right to Know Act

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet- must be furnished.

- Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and

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submitted with the bid proposal.

- Safety & Protection

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of; and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected by the work and all public/private property at the site or adjacent to the work area. The Contractor will be solely responsible for compliance with all relevant State and Federal Law and Regulation governing construction activities and practices.

- Other Related Statutes

- TITLE 40A, Chapter 11, Public Contract Law.
- TITLE 34, Chapter 2, concerning employment of child labor; Chapter 5, concerning safety codes for workers in the construction industry together with the rules and regulations of the State Department of Labor and Industry, Chapter 10, concerning establishment of an eight-hour working day for laborers, workmen and mechanics.
- TITLE 52, Chapter 34, concerning the payment of commissions, percentage, brokerage or contingent fees to solicit or secure the contract.

- Release of All Liens

Prior to the final payment the contractor shall provide a certification that all liens relating to the contract have been satisfied or will be satisfied through the receipt of the final payment.

- Public Works Contractor Registration Act

All Contractors, subcontractors and sub-subcontractors must register with the Department of Labor prior to bidding or engaging on certain public works contracts (construction, reconstruction, demolition, alteration repair or maintenance of a public building regularly open to and used by the general public or a public institution). A copy of this registration must be provided with any bid proposal.

- New Jersey Business Registration Certification

All Contractors and businesses must submit with their bid proof that they are properly registered with the Department of Treasury of the State of New Jersey pursuant to Chapter 57 of the laws of 2004. This certificate must be provided in accordance with current applicable New Jersey State Law. For any proposal involving subcontractors, the Business Registration Certificate must be provided for both the Contractor and each subcontractor required to be listed in the bid document. See attached detailed information on this requirement.

The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Contractor. Before final payment is made the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used. For the term of the

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

- New Jersey Anti-Discrimination

The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to abide by all the anti-discrimination laws, including but not limited to N.J.S.A 10:2-1 as included in this packet.

- Pay-to-Play Legislation

Pursuant to P.L. 2005, c.271, s3 any business entity that has received \$50,000 or more in a calendar year through agreements or contracts with public entities, must file an annual disclosure statement with the Commission. The Business Entity Annual Statement (Form BE) and filing instructions can be found at www.elec.state.nj.us.

- Disclosure of Investment Activities in Iran

N.J.S.A. 52:32-55 prohibits state and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors in Iran. Bidders must indicate if they comply with the law by certifying the form Pursuant to N.J.S.A. 40A:11-2.1 the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

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SECTION VIII - BID OPENING / ANALYSIS & AWARD

- Acceptance of Bids

The Township of Chatham reserves the right to waive any immaterial defect or informality in any bid and reserves the right to accept that bid or portion thereof which, in its judgment is in the best interest of the Township. The Township of Chatham also reserves the right to reject any or all bids. Any bid received after the time and date specified shall not be considered.

- Bid Opening

All Bidders or their authorized agents are invited to be present when the bids are opened and read publicly. All bids may be inspected at this time. No bid may be withdrawn after the specified opening time and date. Once opened, all bids become the property of the Township of Chatham and will not be returned to the bidders.

All supply/ service contracts shall be for twelve (12) consecutive months unless otherwise noted in technical or supplemental specifications. Note: This bid is not for twelve (12) consecutive months.

The Township of Chatham may award the work on the basis of the Base Bid, or the base bid combined with such Alternates as selected, until a net amount is reached which is within the funds available.

If the award is to be made on the basis of Base Bids only, it will be made to that responsible bidder who's Base Bid, therefore, is the lowest. If the award is to be made on the basis of a combination of a Base Bid with Options, it will be made to that responsible bidder whose net bid on such combination is the lowest.

The Township of Chatham may also elect to award the work on the basis of line items or unit prices, whichever results in the lowest total amount.

When two or more bids are equal in all respects, award may be made at the discretion of the Township by "flip of the coin" (\$.025 United States currency coin) which shall be witnessed by at least three (3) persons and which may be attended by the Bidders or their representatives.

- Contract Award

Should the Township decide to award the contract, it shall notify the successful bidder in writing within sixty (60) days of receipt of bids. Should a successful bidder fail or refuse to execute and deliver such contract, certificates of insurance, required stated documentation and bonds within ten (10) days after receipt of Notice of Award, or within such other time period as specified in the technical specifications, the Township may revoke the acceptance of his proposal and the bidder shall become liable for any difference in the proposal awarded and the amount of the contract which the Township may be obliged to award to another because of the refusal or omission of a successful bidder to execute and deliver the contract and bonds aforementioned, together with any sums which the Township may be obliged to spend by reason for the default of the bidder

The successful bidder will not assign any interest in this bid and shall not transfer any interest in the same without the prior written consent of the Township.

TOWNSHIP OF CHATHAM
GENERAL CONDITIONS – PROFESSIONAL SERVICES, GOODS & SERVICES
COLONY POOL CONCESSION STAND OPERATION

SECTION IX - REJECTION OF BIDS

- Rejection of Bid

The Township of Chatham reserves the right to reject any and all bids for any one or more of the following reasons.

- Qualifications of Bidders

The Township of Chatham may make such investigation as it deems necessary to determine the ability of the bidder to perform the contract and the bidder shall furnish to the Township all such information and data for this purpose as may be requested. The right is reserved to reject any bid if evidence submitted by, or investigation of, such bidder fails to satisfy the Township that such bidder is properly qualified to carry out the obligations of the contract.

- Availability of Funds

Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

- Multiple Bids Not Acceptable

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

- Unbalanced Bid

In any bid which contains more than one item or unit price, the Township shall reserve the right to reject a bid where the unit prices are not balanced so as to reflect the actual cost of the work to be performed or the materials supplied.

- Unsatisfactory Past Performance

A Bid received from bidders who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the Township in an unacceptable manner, may be rejected.

- Failure to Enter into Contract

Should the bidder, to whom the contract is awarded, fail to enter into a contract within 10 days, Sundays and holidays excepted, the Township may then, at its option, accept the bid of the next lowest responsible bidder.

- Conditional bids will not be accepted.

TOWNSHIP OF CHATHAM
GENERAL CONDITIONS – PROFESSIONAL SERVICES, GOODS & SERVICES
COLONY POOL CONCESSION STAND OPERATION

SECTION X - CONTRACT ADMINISTRATION

- Contract Documents

The Contract documents shall consist of the Contract, the drawings, the Specifications, and all modifications and addenda incorporated prior to execution of the Contract. All the documents are intended to supplement each other and together constitute a complete set of specifications.

The specifications are intended to require and include all work, equipment, and materials necessary for proper completion of the work contemplated. If in any case the specifications do not show, note or otherwise require some work, equipment or material necessary for that purpose, the Contractor shall, nevertheless, provide same to fulfill the true intent and purpose of the specifications.

- Inspection

The Business Administrator and the Engineer shall have the right to inspect all materials and work done during any phase of construction, fabrication, or manufacture. The Contractor shall furnish all reasonable facilities and aid to the Engineer and safe and convenient means for the examination and inspection of any part of the work.

- Authority to Withhold Payment

The Township Administrator, Superintendent of Public Works, Pool Manager or the Engineer, because of subsequently discovered evidence, may cause to be withheld or cause to be nullified, the whole or a part of any payment to such extent as may be necessary to protect the Township from loss because of

- Defective work, materials or equipment not corrected; improper work performed; disapproved substitution of material or equipment specified.
- Claims filed or reasonable evidence indicating the probability of claims being filed.
- Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- A reasonable doubt that the contract can be completed for the balance then unpaid.
- Damage to another contract, agency, municipality, corporation or person.
- When the above grounds are removed, payment shall be made for amounts withheld because of them.

- Financial Procedures

Payment in full shall be made upon the completion of the contract requirements of the specifications. Partial payments shall be made if the required work or equipment can be completed in stages and if previously agreed to by the Administrator. All payments shall be approved by the Township Committee at their bi-monthly meeting. Vouchers shall be submitted at least 10 days prior to this meeting for inclusion upon the agenda. Only properly executed Township vouchers may be used for payments.

TOWNSHIP OF CHATHAM
GENERAL CONDITIONS – PROFESSIONAL SERVICES, GOODS & SERVICES
COLONY POOL CONCESSION STAND OPERATION

Partial payment shall be made on the basis of a certified an approved estimate of work completed. Ten percent (10%) of the amount of each invoice shall be retained by the Township as security for faithful performance and completion of work.

- **Timeliness**

- **Commencement of Work**

- The Contractor shall commence work on the project within five (5) working days from the date of execution of the contract by the Township. (Working days excludes Saturdays, Sundays and Designated Township Holidays)

- **Completion of Work**

- The Contractor shall complete all of the work required in these specifications by the end of the pool season which is Monday, September 2, 2019 and Labor Day 2020 as required in Section I above.

- **Term of Contract – Liquidated Damages**

The terms of this contract shall be completed within the time specified for completion of the work. The Township reserves the right to extend this term of the contract upon application by the contractor providing evidence of circumstances beyond the control of the contractor preventing his successful completion of the contract.

In the case the Contractor shall fail to complete the work within the time fixed for such completion, or within the time to which such completion may have been extended, the Contractor shall pay to the Township in the sum of one hundred (\$100) dollars for each and every working day that the Concession Stand is not open during the pool season. Starting at twelve (12 o'clock) midnight of the date set for completion of the contract, which said sum, in view of the difficulty or accurately ascertaining the loss which the Township will suffer by reason of delay in the completion of the work hereunder is hereby fixed and agreed as the liquidated damages that the Township will suffer by reason of such delay, and not as a penalty. The Township will deduct, and retain out of the monies which may become due hereunder, the amount of any such liquidated damages.

- The successful bidder/ contractor shall not assign transfer, convey, sublet or otherwise dispose of any interest in this contract without the prior written consent of the Township.

SECTION XI - TERMINATION OF CONTRACT

- If through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the Township shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Township of any obligation for balances to the contractor of any sum or sums set forth in the contract.
- Notwithstanding the above, the contractor shall not be relieved of liability to the Township for damages sustained by the Township by virtue of any breach of the contract by the contractor and

TOWNSHIP OF CHATHAM
GENERAL CONDITIONS – PROFESSIONAL SERVICES, GOODS & SERVICES
COLONY POOL CONCESSION STAND OPERATION

the Township may withhold any payments to the Contractor for the purpose of compensation until such time as the exact amount of the damage due the Township from the contractor is determined.

- The Contractor agrees to indemnify and hold the Township harmless from any liability to subcontractors / suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Township under this provision.
- In case of default by the successful bidder, the Township may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.
- The Township shall have the right to declare the Contract in default in any of the following eventualities:
 - The Contractor becomes insolvent or a voluntary or involuntary petition in bankruptcy be filed by or against the Contractor.
 - The Contractor makes an assignment for the benefit of creditors pursuant to the Statutes of the State of New Jersey.
 - The Contractor fails to commence work when notified to do so by the Township Administrator, Superintendent of Public Works, Pool Manager or the Engineer.
 - The Contractor shall abandon the work.
 - The Contractor shall refuse to proceed with the work when and as directed by the Township Administrator, Superintendent of Public Works, Pool Manager or the Engineer.
 - The Contractor shall without just cause, reduce his working force to a number which, if maintained, shall be insufficient, in the opinion of the Administrator, Superintendent of Public Works, Pool Manager or the Engineer, to complete the work in accordance with the approved Progress Schedule, and shall fail or refuse to sufficiently to increase such working force when ordered to do so by the Administrator or Engineer.
 - The Contractor shall sublet, assign, transfer, convey or otherwise dispose of this Contract other than as herein specified.
 - A receiver or receivers are appointed to take charge of the Contractor's property or affairs.
 - The Township Administrator, Superintendent of Public Works, Pool Manager or Engineer shall be of the opinion that the Contractor is or has been unnecessarily, unreasonably, or willfully delaying the performance or completion of the work, and the awards of necessary sub-contractors, or the placing of necessary material and equipment orders.
 - The Township Administrator, Superintendent of Public Works, Pool Manager or Engineer shall be of the opinion that the Contractor is or has been willfully or in bad faith violating any of the provisions of this contract in good faith and in accordance with its terms.
 - The work is not completed within the time herein provided therefore or within the time to which the Contractor may be entitled to have such completion extended.

TOWNSHIP OF CHATHAM
GENERAL CONDITIONS – PROFESSIONAL SERVICES, GOODS & SERVICES
COLONY POOL CONCESSION STAND OPERATION

Before the Township shall exercise its right to declare the Contractor in default by reason of the conditions set forth above, the Contractor shall be given an opportunity to be heard. The right to declare in default, for any of the grounds specified or referred to herein, shall be exercised by sending the Contractor a notice signed by the Township Administrator, setting forth the ground or grounds upon which such default is declared. Upon receipt of such notice, the Contractor shall immediately discontinue all further operations under this contract and shall immediately quit the site, leaving UNTOUCHED all plant, materials, equipment, tools and supplies then on the site.

The Township, after declaring the Contractor in default, shall then have the work completed by such means and in such manner, by contract with or without public letting, or otherwise, as the Township shall deem advisable, utilizing for such purposes any of the Contractor's or Sub-contractor's plant, materials, equipment, tools and supplies remaining on the site, as shall be deemed to be available.

After such completion, the Township shall certify the expense incurred in such completion, which shall include the cost of relating as well as the total amount of liquidated damages (at the rate provided for) from the date when the work should have been completed by the Contract, in accordance with the terms hereof to the date of actual completion of the work. Such certifications shall be binding and conclusive upon the Contractor, his Sureties, and any person claiming under the contract, as to the amount thereof.

The expense of such completion, as so certified by the Township shall be charged against and deducted from such monies as would have been payable to the Contractor, if he had completed the work; and the balance of such monies, if any, subject to the other provisions of this Contract, shall be paid to the Contractor without interest after such completion. Should the expense of such completion, so certified by the Township, exceed the total sum which would have been payable under this contract if the same had been completed by the Contractor, any such excess shall be paid by the Contractor to the Township upon demand.

- Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Township reserves the right to cancel this contract.
- The Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request.

SECTION XII - DISPUTE RESOLUTION

Any dispute arising under this Contract shall be resolved in accordance with and subject to the provisions contained in N.J.S.A. 40A: 11-41.1 as outlined below. Nothing in this section shall prevent the Township from seeking injunctive or declaratory relief in court at any time.

TOWNSHIP OF CHATHAM
GENERAL CONDITIONS – PROFESSIONAL SERVICES, GOODS & SERVICES
COLONY POOL CONCESSION STAND OPERATION

- All remedies provided elsewhere in the contract and/or specifications governing the project in dispute shall be exhausted prior to initiating this Dispute Resolution process. Where the Township, authorities are required by contract or specifications to issue a decision, such decision must be rendered within the time constraints in said contract prior to proceeding to resolve the dispute in accordance with this section
- Prior to litigation, the Township and Contractor shall endeavor to settle disputes by mediation in accordance with the current Construction Industry Mediation Rules of the American Arbitration Association. The demand for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association, with a copy to the Administrator, Engineer or Architect for the project. This demand must cite the specifics of the dispute and the relevant remedies sought.
 - In no event shall a demand for mediation be made more than 30 days after the decision in dispute is rendered by the Township, its Engineer, Architect, or administrative authorities, nor more than 30 days after the completion and acceptance of the work and issuance of final payment, nor after the institution of legal or equitable proceedings unless specifically agreed to by all parties to the dispute.
 - Nothing herein shall be construed to prevent the Township and Contractor from agreeing to an alternate dispute resolution procedure in lieu of or in addition to mediation.
- This Dispute resolution procedure shall not prevent the Township from notifying any performance guarantor (surety) or maintenance guarantor (surety) of the dispute and requesting the surety's assistance in resolving any disputes with involve the contractor's performance or lack thereof
- Default Provisions

For those contracts which do not require a Performance Bond, the following DEFAULT PROVISIONS govern:

- If the Contractor fails to complete the required work within the number of days specified in the contract, or abandons the required work for two(2) working days, and fails to commence working within 3 calendar days after receiving Notice of Default from the Township, then the Contractor is declared to be in fault of the contract. In instances of the default of a contract, the Township of Chatham reserves the right to immediately have the specified work completed by an alternate contractor and the cost of this completion deducted from any and all monies owed to the original contractor. If insufficient funds are not available within the value of the original contract, then the contractor shall be liable for any and all extra costs incurred by the Township in completing the specified work.

**TOWNSHIP OF CHATHAM
AFFIRMATIVE ACTION COMPLIANCE NOTICE
COLONY POOL CONCESSION OPERATION**

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 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

**TOWNSHIP OF CHATHAM
AFFIRMATIVE ACTION COMPLIANCE NOTICE
COLONY POOL CONCESSION OPERATION**

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; or

**Employee Information Report Form AA-302 (electronically provided by the Division
and distributed to the public agency through the Division's website at: [http://
www.state.nj.us/treasury/contract_compliance](http://www.state.nj.us/treasury/contract_compliance).**

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq

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 _____

**TOWNSHIP OF CHATHAM AMERICAN
WITH DISABILITIES ACT OF 1990 COLONY
POOL CONCESSION OPERATION**

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~ S12101 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 thereto, are made a part of this contract. In providing any act 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 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 must 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 frill and complete particulars of the claim. if any action or administrative proceedings 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.

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.

Business Name (Print):

Representative's Name (Print):

Representative's Title:

Representative's Signature:

Phone:

Date:

TOWNSHIP OF CHATHAM
Experience & Qualifications Questionnaire
**COLONY POOL CONCESSION STAND
OPERATION**

This questionnaire must be filled out and submitted as a part of the Proposal. Failure to complete this form or to provide any of the requested information will be grounds for the rejection of the bid proposal. If additional space is required, the respondent shall add additional sheets, which identify the question being answered.

Number of years in business under present name & address: _____

If less than 5 years, list previous names and address:

Within the last 5 years has the business or any officer/partner failed to complete a contract awarded to them: _____. If yes, provide the details in on a separate page.

Have any liens and lawsuits been filed against the company in the past 5 years: _____

If yes, please provide details:

List similar services you are now providing for which you have signed contract, but not yet started work:

List all major subcontractors to be used to complete the service and the area of their responsibility:

TOWNSHIP OF CHATHAM
Experience & Qualifications Questionnaire
COLONY POOL CONCESSION STAND
OPERATION

Please provide at least 3 references below:

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

**TOWNSHIP OF CHATHAM DISCLOSURE
OF INVESTMENT ACTIVITIES IN IRAN
COLONY POOL CON ESSION STAND OPERATION**

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 for which I am authorized to bid/renew:

Bidder/Offeror: _____

- 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 Township 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 Township to notify the Township 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 Township of Chatham, New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____ Title: _____

Date: _____

STATEMENT OF OWNERSHIP

This statement is a mandatory requirement of bid submission pursuant to
N.J.S.A. 52:25-24.2. Failure to complete and submit will result in disqualification of the bid.

Page 1 of 2

Part A - Check the Yes or No boxes for questions #1 and #2 as appropriate

Name of Bidder/Proposer		
Organization:	Yes	No
1. Are there any individuals, corporations or partnerships, or other business entities that own a 10% or greater interest in the bidder/proposer?		
2. Is the bidder/proposer incorporated as a not-for-profit organization?		
If the answer to question #1 is NO or the answer to question #2 is YES, execute the certification in Part D. No other information is required. All others continue with Part B.		

Part B: Disclose the identifying information related to all individuals, partnerships and/or corporations owning a 10% or greater interest in the bidder/proposer. Use the reverse side if more space is needed. If the owner of 10% or more is:

- An individual, insert only the person's name under Name of Individual and their home address.
- Any other entity, insert the entity's name and business address. For any parent entity that is publicly traded, "interest" includes beneficial interest, see also Part C.

If any 10% or more owner, including if the bidder has a direct or indirect parent entity at any level of ownership who owns more than 10%, that owner must also be listed.

Questions concerning ownership disclosure should be considered by the bidder's legal advisors and review of the statute and its related case law. Use Page 2 if additional space is needed. When complete, execute the Certification in Part D.

Name of Individual or Business Entity	Home (for individuals) or Business Address

Part C: Publicly Traded Parent Company Disclosure. Ownership disclosure (name and address) can be met by submitting the last annual filing of an SEC or similar foreign regulator document or providing the website link to such documents, and include relevant page numbers. See N.J.S.A.52:25-24.2. Continue Page 2 if more space is needed.

Title of Attached Document or Weblink	Page#

Part D: Certification. I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge : that I am authorized to execute this certification on behalf of the bidder/proposer; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with, and permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

STATEMENT OF OWNERSHIP

Continuation from Page 1

Page 2 of 2

Part B Continued - If necessary, continue entering the identifying information related to the individuals, partnerships and/or any form of corporation owning a 10% or greater interest in the bidder/proposer. If the owner of 10% or more is:

- An individual, insert only the person's name under Name of Individual and their home address.
- Any other entity, insert the entity's name and business address. For any parent entity that is publicly traded, "interest" includes beneficial interest; see also Part C.

If any 10% or more owner, including if the bidder has a direct or indirect parent entity at any level of ownership who owns more than 10%, that owner must also be listed. When done, execute the Certification in Part D on Page 1.

Name of Individual	Home or Business Name	Address

Part C Continued: Publicly Traded Parent Company Disclosure. If necessary, continue entering here if compliance is being met by document submission or provide the website link to the documents, and including the relevant page numbers. When done, execute the Certification in Part D on Page 1.

Title of Attached Document or Weblink	Page#

TOWNSHIP OF CHATHAM
New Jersey Business Registration Certification
COLONY POOL CONCESSION STAND
OPERATION

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including 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 to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) 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.

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 contracting 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 copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

- <http://www.state.nj.us/treasury/revenue/busregcert.htm>

Township Of Chatham
Non-Collusion Affidavit

STATE OF NEW JERSEY
TOWNSHIP OF CHATHAM ss:

I certify that I am _____

of the firm of _____

the Respondent making this Proposal for the bid or proposal for the above named project, 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 this affidavit are true, correct, and made with full knowledge that the Township of Chatham relies upon the truth of the statements contained in said Proposals and in the statements contained in this affidavit in awarding the contract for the said project.

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

Signature of Representative: _____

Subscribed and sworn to before me this _____ day of _____, 20 _____

Print Name of Affiant: _____

Notary Public of _____

My commission expires _____

****This form MUST be completed, notarized and submitted with the bid document****

PAY TO PLAY ADVISORY
Disclosure Requirement
P.L. 2005, Chapter 271, Section 3 Reporting
(N.J.S.A. 19:44A – 20.27)

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for the current calendar year.

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.

If you have any questions please contact ELEC at:
1-888-313-ELEC (toll free in NJ) or
609-292-8700

An analyst from ELEC's Special Programs Section will assist you.

Initials _____

**TOWNSHIP OF CHATHAM
OPERATION OF COLONY POOL CONCESSION
STAND**

A. Project Overview:

1. It is the intention of the Township of Chatham to hire an outside Contractor to operate a food concession at the Colony Pool during the 2019 and 2020 pool seasons. The Township seeks a vendor with high quality, healthy and accessible options for our pool members and their guests. The Township of Chatham Colony Pool has averaged 417 members totaling 976 people. It is anticipated that in 2019 membership will increase by 5% to approximately 1,025 people.
2. At this location a Snack Bar building is available with professional food equipment that is listed in these specifications.
3. The Concessionaire shall pay the Township a concession fee for the right to operate and keep all other proceeds from the concession.
4. It is the goal of the Township to provide the membership of the Colony Pool with a quality food service for the 2019 and 2020 pool seasons.

B. Days and Hours of Operation:

1. The Concessionaire shall commence operation on Saturday, May 25, 2019. This is the Saturday of Memorial Day weekend and close on the evening of Monday, September 2, 2019. This is the Monday of Labor Day weekend, when the Chatham Colony Pool is in operation. The Concession Stand should be open for one hundred and one days (101) weather permitting.
2. The hours of service by the Concessionaire at the Pool site shall be 11:00 AM to 7:30 PM on each day that the Pool is in operation. The last hour of the day, the vendor can sell items that don't have to be cooked. The Vendor will have the option of having early morning coffee and breakfast items are available during swim lesson and swim team practices and potentially summer camp.
3. Vendors failing to abide by the contract regarding days of operation (Contract Period) will be assessed a penalty (Fine) of \$100.00 per day for each day they fail to open and provide service to the public as outlined in the original bid specifications.
4. The Township Administrator, Colony Pool Manager, or his/her designee, on site shall be the sole authority to determine whether or not the concession operation will be closed due to inclement weather or a threat of such weather. The vendor is to contact Colony Pool Manager or his/her designee to make the weather call.
5. The Colony Pool Manager and the Colony Pool Advisory Committee (CPAC) have plans to implement several theme and special even programs during the 2019 and 2020 seasons. The vendor will be expected to work with the CPAC and offer food that can be prepared and consumed at these special events.

**TOWNSHIP OF CHATHAM
OPERATION OF COLONY POOL CONCESSION
STAND**

C. Food Service Requirements:

1. The Concessionaire shall sell and dispense frankfurters, hamburgers, beverages, sandwiches, coffee and frozen desserts and such other food and drink as shall be permitted in accordance with the terms of these specifications as long as the preparation of the items meets all local and State health codes.
2. The above-mentioned food items shall be the minimum type of food sold, and the Township encourages a broader menu that may include items such as pizza, salads, wraps and low calorie options. Healthy options such as turkey burgers, veggie burgers, granola bars, hummus and vegetables, etc. are encouraged. In addition, the Township strongly encourages a breakfast option for Saturdays and Sundays, from 10:00 AM to 12:00 Noon.
3. The Food Service Manager shall be certified in Serve Safe or other nationally recognized food service management program.
4. The Concessionaire shall serve only top quality grade food and drinks. Quality and portions to comply with, but not limited to the following:
 - Eggs USDA Grade A Large
 - Bacon USDA Grade A
 - Smoked Ham – hickory smoked boneless ham
 - Sausage – pure pork butts, 25 – 30% fat content
 - Hamburgers – minimum 85% lean
 - French Fries – Idaho Grade A fancy long; Simplot Classic or equivalent
 - Hot Dogs – minimum 8/lb. all meat, beef and or pork
 - Chicken Fingers
 - Drinks – only national brand names of soda be sold (ex. Coke, Pepsi)
5. The Concessionaire must be able to identify items that contain one of the eight foods or food groups as the major food allergens as defined by FALCPA (Food Allergen Labeling and Consumer Protection Act of 2004). They are: milk, eggs, fish (e.g., bass, flounder, and cod), Crustacean shellfish (e.g., crab, lobster, and shrimp), tree nuts (e.g., almonds, walnuts, and pecans), peanuts, wheat, and soybeans. In addition, the Concessionaire will make a reasonable effort to avoid cross-contamination of foods that contains these allergens with foods that do not.
6. Single service wrapped straws, paper napkins and condiments shall be provided at no cost to the customers and shall be dispensed in manner approved by the Township Health Officer. Milk shall be kept on ice or refrigerated.
7. Frozen desserts sold shall be manufactured at a place other than Colony Pool Snack Bar. All frozen desserts must meet all standards established by the Health Department of the State of New Jersey.

**TOWNSHIP OF CHATHAM
OPERATION OF COLONY POOL CONCESSION
STAND**

8. The Concessionaire shall only utilize food products that are fresh, wholesome, of good smell and taste and processed under sanitary conditions. All food must be served at the proper temperature and with proper freshness.
9. All food and beverages shall be priced at the prevailing prices in the general area as sold to the general public. At no time shall a premium price be charged. A schedule of all beverages, sandwiches, frozen desserts and other food items to be sold and the prices to be charged therefore shall be submitted to the Township with this proposal and shall be subject to approval by the Township. The approved selling price of all items to be sold shall be conspicuously displayed at the Snack Bar.
10. No beverages shall be dispensed in glass containers.
11. There is no right to sell alcoholic beverages, tobacco or gum products of any kind at any time. [This includes Blow Pops].

D.Sanitation:

1. Concessionaire shall clean the interior of the building and all equipment therein, whether the equipment is owned by the Township or the Concessionaire, to conform with the requirements of the Health Code of the Township of Chatham and to the satisfaction of the Township's Health Officer.
2. The Concessionaire will maintain service of the highest standards, will clean all vending 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 Township and its agents.
3. The Concessionaire shall clean the exterior grease trap of the facility once each month. The oil in the fryer must be changed at a minimum every two (2) weeks.
4. The concessionaire shall clean the cooking exhaust hood at least once during the season and also at the end of the season.

E.Equipment:

1. The Township will provide a list of equipment prior to the start of operation. All equipment that is provided will be in good working order. The concessionaire is expected to return all of the equipment on the list in the same condition it was received. The concessionaire will be held responsible for any equipment that is lost, stolen, broken, or missing.
2. The Township Health Officer shall approve all equipment used by the Concessionaire.

**TOWNSHIP OF CHATHAM
OPERATION OF COLONY POOL CONCESSION
STAND**

3. The Township will supply the building and permanent equipment presently at the Snack Bar, which includes: ice cream freezer, four (4) upright freezers, a refrigerator, ice making machine, grill, deep fryer, ventilation hood, three (3) side by side sinks, pretzel machine, Hot Dog Star Grill, dual heat lamp, dual oven for pizzas, cash register 6 head soda dispenser and fire suppression system. The Concessionaire shall provide 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. The Concessionaire shall keep all equipment clean and in a sanitary condition at all times in conformance with the requirements of the Health Code of the Township of Chatham.
4. Considerations for additional concessionaire provided equipment may include coffee machine, freezer, 5 head soda dispenser, soda refrigerators or other equipment that the concessionaire may deem necessary.
5. The Township will also supply at no cost to the Concessionaire the electrical, gas and water outlets and will maintain the same in good working condition. Electricity, natural gas and water shall be supplied to the Snack Bar building through separate meters and all costs for such energy accrued during the contract period shall be paid by the Concessionaire.
6. The Concessionaire shall be required to provide and pay for his/her own telephone. The Concessionaire may not use Colony Pool telephones.
7. The Concessionaire will insure its equipment against loss or damage and the Township shall not be liable to the Concessionaire for any loss or damage thereto.
8. No air conditioning is provided in the Snack Bar building, however, wiring is available should the Concessionaire wish to provide an air conditioning unit.
9. Cleaning, maintenance and the changing of all filters is the responsibility of the Concessionaire during the entire duration of the pool season.
10. The concessionaire must have the ability to accept credit cards as a form of payment for patrons, with a reasonable service charge.

**TOWNSHIP OF CHATHAM
OPERATION OF COLONY POOL CONCESSION
STAND**

E. Staffing:

1. The Concessionaire shall hire and pay 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 Township. The Township reserves the right to approve the hiring of all Concession employees. Concession employees, unless they are members of the Colony Pool, shall not have pool privileges.
2. The Concessionaire agrees to replace any of its employees who are deemed unsatisfactory to the Township.
3. The Concessionaire will maintain Workers Compensation insurance and will provide the Township with proof of that insurance.
4. Concession employees shall be attired in clothing approved by the Township Health Officer.
5. The Concessionaire will instruct and supervise the Concessionaire's sales personnel to insure compliance with the provisions of this Agreement. There must be a manager on site or accessible via phone at all times.

G. Concession Fee:

1. The Concessionaire shall pay to the Township of Chatham a fee for the use of the Snack Bar and equipment.
2. The Township requires a minimum concession fee of **\$3,000.00 for the 2019 and \$5,000.00 for the 2020 Pool Season.**
3. Each bidder shall submit with their proposal a certified or cashier's check, made payable to the Township of Chatham, representing 10% of the amount of their concession fee. For the successful concessionaire, the check will be considered their first concession payment. The remainder of the concession fee shall be paid in accordance with the schedule below.

2019 pool season payments will be made to the Township as follows:

Payment 1: submitted with proposal	10%
Payment 2: July 3, 2019	15%
Payment 3: July 31, 2019	50%
Payment 4: August 31, 2019	25%

**TOWNSHIP OF CHATHAM
OPERATION OF COLONY POOL CONCESSION
STAND**

2020 pool season payments will be made to the Township as follows:

Payment 1: submitted by March 31, 2020	10%
Payment 2: July 3, 2020	15%
Payment 3: July 31, 2020	50%
Payment 4: August 31, 2020	25%

Aside from payment 1 which is provided with the proposal, all subsequent concession payments must be received by 4:30 p.m. on the due date by mail or hand delivered to the Chief Financial Officer, Township of Chatham 58 Meyersville Road, Chatham, New Jersey 07928. The check shall state the payment number and "Pool Concession Fee."

H. Close Down Operations:

1. Before vacating the premises, the Concessionaire shall perform a complete cleanup of the Snack Bar building including, but not limited to, floors, walls, and Township equipment, including main cooking exhaust fan, ventilation hood and its filters and grease trap.
2. The Concessionaire shall facilitate utility meter readings to be taken and provided to the Superintendent of Public Works at the close of operations.
3. The Concessionaire shall return all keys to the Superintendent of Public Works. Under no circumstances shall any key be duplicated.
4. The Concessionaire shall have the premises fully cleaned and available for use by the Township for a Township event. The event is scheduled to be held the Friday after Labor Day.
5. The Concessionaire shall fully clean and vacate the premises, including removing all non-Township owned equipment within three (3) weeks of the close of operations. A final inspection of the premises will be conducted by the Superintendent of Public Works. If any damage, sanitation, or equipment issues are found, then the Superintendent of Public Works shall order a private contractor to rectify the issue, and the concessionaire shall be responsible for the payment of the service.

I. Miscellaneous Requirements:

1. The Concessionaire will obtain all licenses and pay all license fees required by Federal, State and Municipal governments in connection with the Concessionaire's operations pursuant to this Agreement.
2. The Concessionaire must have the ability to accept credit cards as a form of payment.

**TOWNSHIP OF CHATHAM
OPERATION OF COLONY POOL CONCESSION
STAND**

J. Inoperable Facilities:

In the event any or all of the facilities operated hereunder shall be rendered partially or totally inoperable by fire, strike or other disaster, or a cause beyond the control of the Lessee, the Lessee shall give immediate notice thereof to the Superintendent of Public Works. It is expressly understood by the parties of the Agreement that it will be entirely within the discretion of the Township of Chatham whether or not to restore any facility rendered partially or totally inoperable by fire or other disaster.

K. Pool Closing:

1. The Township of Chatham reserves the right to close the pool at any time when the safety of the public or the facility exists. The Concessionaire shall not plead loss of income, nor claim damages as a result of any required temporary cessation of its pool operations.
2. The Township Administrator Colony Pool Manager or his/her designee shall be the sole authority to determine whether or not the pool concessionaire will be closed due to inclement weather or any other conditions that warrant the closing of the facility for the protection of the public. The concessionaire will be required to re-open the snack bar after a designated closing if it is deemed necessary by the Township designee.

NOTES

1. Members will be able to bring in food from home and cook out at the pool.
2. Members will be able to bring in sandwiches and other fair and eat it at the pool.
3. Ordering food from other vendors and having it delivered to the pool for consumption will be prohibited. If someone orders food from another vendor it can be picked up outside the gates and consumed at the tennis court. It cannot be eaten in the pool area.
4. Food trucks will be allowed on three (3) specific evenings agreed to ahead of time. On nights that the food truck(s) are at the pool, the Concession Stand can be closed.

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**TOWNSHIP OF CHATHAM
OPERATION OF COLONY POOL CONCESSION
STAND**

PROPOSAL REQUIREMENTS

Colony Pool Concession Operation

A. Qualification Statement

1. A written statement is to be provided by the respondent who will serve as the Concessionaire. The statement shall set forth brief details of the firm's principal activities. The statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm and their associated job classifications and the firm's location. Identify prior project experience that exhibits the firm's capabilities with a focus on food concession operations.
2. A sample menu including pricing. [bearing in mind our focus on high quality, healthy and accessible options].
3. Please provide a list of three (3) clients for whom similar services have been provided. Include the following in your response.
 - Project name and description
 - Name of contracting company or government agency/municipality
 - Contact person's name, position and current telephone number
 - Dates, costs and scope of service
 - Comments

B. Personnel Information

1. The respondent shall provide the identity and the professional credentials of the owners of the company and the key personnel to be assigned to the concession and their responsibilities. The following key personnel shall be identified:
 - Site Manager – This individual will be responsible for the overall concession operation. This shall include a written description of the Site Manager's experience in food service and their work history.
 - Supervisors – List any other supervisors who will be directing the work of cooks, servers and cleaners.
 - Trainer – list the individual who will be responsible for training the concession employees.
2. The above named personnel shall be required to attend at least one (1) project overview meeting with the Pool Manager in advance of the start of the concession operation. The meeting will take place at the Colony Pool facility.

**TOWNSHIP OF CHATHAM
OPERATION OF COLONY POOL CONCESSION
STAND**

C.Subcontractors

Respondents may not engage the services of subcontractors for the performance of this work.

D.Method of Accomplishment

The RFP responses shall contain a narrative description of the specifics of how the respondent proposes to operate the concession.

E.Place of Business

The respondent shall list the location, address and telephone of primary place of business from which this concession will be managed and a 24 hour emergency contact person and telephone number.

F.Evaluation, Review and Selection

1. Rejection of Proposals – The Township 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 Township that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated herein.
2. Evaluation Team – The Township will select an evaluation team to review all proposals. The Evaluation Team will be the Township Administrator, Chief Financial Officer and Pool Manager.
3. Evaluation Process – The 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 Township Committee for award of contract.
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. The criteria weighting will be presented at the scheduled opening of proposals. All criteria will be used to select the successful respondent.
 - a. Understanding the Requested Work – This will be based on the quality of the content of the RFP and the respondent’s ability to communicate a thorough understanding of the required tasks and the approach to meet the scope of the work outlined in the RFP. The proposals will be evaluated for general compliance with the instructions and requests issued in the RFP. Non-compliance with significant instructions will be grounds for disqualification of proposals.

**TOWNSHIP OF CHATHAM
OPERATION OF COLONY POOL CONCESSION
STAND**

- b. Knowledge and Technical Competency - This includes the ability of the respondent to perform all the tasks and fulfill adequately the stated requirements. The respondent will be evaluated on suitability for the tasks required. Proposals must contain complete written discussion regarding food preparation and service processes, experience and qualifications and equipment available for the project.

It is of great importance to the Township to have a Concessionaire who provides high quality food preparation and service. Proposal shall contain a statement describing the methods utilized by the Concessionaire to ensure quality food preparation and sanitation practices by the employees of the Concessionaire.

References provided by the Concessionaire shall be checked and considered part of the evaluation. The Township shall also call the Health Departments of municipalities where past operations are located to check compliance with local and State health standards.

- c. Management, Experience and Personnel Qualifications - An employee of the respondent shall be identified as the Site Manager. The proposal shall include a written description of the Site Manager's experience in food service and their work history.

The respondent shall also include a written description of the amount of staff for cooking, serving and cleaning.

- d. Concession Fee - The Township requires a minimum concession fee of \$3,000.00 for the 2019 pool season and \$5,000 for the 2020 pool season.
- e. Snack Bar Operation - The respondent shall include a list of the menu items they plan on offering with the proposal and the associated pricing of each item.

G. Notice of Award:

The successful respondent will be notified of the award of contract upon a favorable decision by the Township Committee. A letter indicating the award and a copy of the award resolution will be sent along with a contract, and the successful respondent will have seven (7) days to sign and return to the Township Administrator for execution.