

REQUEST FOR PROPOSALS

“CONCESSIONAIRE/TOWN CONCESSION STANDS”

PLEASE TAKE NOTICE that the Town of Secaucus requests submission of Proposals from qualified concessionaires to operate the Town’s concession stands located at the Municipal Swim Center, Ice Rink at Buchmuller Park, Buchmuller Park Amphitheater and exclusive right to provide refreshments at the County Avenue Soccer Field and Mill Ridge Ballfields. Said Proposals will be received by the Town Administrator of the Town of Secaucus (“Town”), or his designee, on March 22, 2012, by 12:00 p.m., prevailing time, at 1203 Paterson Plank Road, Secaucus, New Jersey 07094, at which time said Proposals will be publicly opened and considered.

All Proposals must be on the Proposal forms obtained from the Town and must be enclosed in a sealed envelope bearing the name and address of the Respondent and the words “Concessionaire/Town Concession Stands”. The envelope must be addressed to David Drumeler, Town Administrator for the Town of Secaucus, 1203 Paterson Plank Road, Secaucus, New Jersey 07094, and may be delivered by hand, overnight courier or mail. The envelope containing the Proposal must be received by the Town Administrator by the date and time set forth above. No late Proposals will be accepted.

Proposal documents may be examined and obtained at the Town Administrator’s office, 1203 Paterson Plank Road, Secaucus, New Jersey 07094, phone 201-330-2000, during business hours, 9:00 a.m. until 4:00 p.m. The fee for such documents is twenty (\$20.00) dollars payable in cash or certified check to Town of Secaucus.

All Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127 as amended) and N.J.A.C. 17:27-1.1 et seq.

The Town reserves the right to waive any minor irregularities in or to reject any or all Proposals.

By order of the Town of Secaucus.

GLOSSARY

The following definitions shall apply to and are used in this Request for Proposals:

“Town” - refers to the Town of Secaucus.

“Qualification Statement” - refers to the complete responses to this RFP submitted by the Respondents.

“Qualified Respondent” - refers to those Respondents who (in the sole judgment of the Town) have satisfied the qualification criteria set forth in this RFP.

“RFP” - refers to this Request for Proposals, including any amendments thereof or supplements thereto.

“Respondent” or “Respondents” - refers to the interested firm(s) that submit a Qualification Statement.

SECTION 1

INTRODUCTION AND GENERAL INFORMATION

1.1. Introduction and Purpose.

The Town is soliciting Proposals from interested persons and/or firms for the provision of Town Concession Services. The Town intends to qualify persons and/or firms that possess the requisite professional, financial and administrative capabilities to provide the proposed services.

1.2. Procurement Process and Schedule.

The selection of Qualified Respondents is subject to the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. The selection is subject to the “New Jersey Local Unit Pay-to-Play” Law, N.J.S.A. 19:44-20.4 et seq., and also the Town’s Pay-To-Play Ordinance, however. The Town has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Qualification Statement in response to the RFP.

Proposals will be reviewed and evaluated by the Town as described in Section 3.1 of this Request for Proposals.

The RFP process commences with the issuance of this RFP. The steps involved in the process and the anticipated completion dates are set forth in Table 1, Procurement Schedule. The Town reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

All communications concerning this RFP or the RFP process shall be directed to the Town’s Designated Contact Person, in writing.

An original and two copies (2) of each proposal shall be forwarded to:

Designated Contact Person:

David Drumeler
Town Administrator
Town of Secaucus
1203 Paterson Plank Road
Secaucus, New Jersey 07094

Proposal Statements must be submitted to, and be received by, the Town, via mail or hand delivery, by 12:00 p.m. on March 22, 2012. Qualification Statements will not be accepted by facsimile transmission or e-mail.

Subsequent to issuance of this RFP, the Town (through the issuance of addenda to all firms that have received a copy of the RFP) may modify, supplement or amend the provisions of this RFP in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the Town.

TABLE 1
ANTICIPATED PROCUREMENT SCHEDULE

ACTIVITY	DATE
1. Issuance of Request for Proposals	March 12, 2012
2. Receipt of Proposal Statements	March 22, 2012
3. Opening of Proposals	March 22, 2012
4. Analysis of Proposals	March 23, 2012
5. Appt. of Concessionaire for Town Concession Stands	March 27, 2012 or thereafter

1.3. Conditions Applicable to RFP.

Upon submission of a response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Statement:

- This document is an RFP and does not constitute a Request for Qualifications (“RFQ”).
- All costs incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent.
- The Town reserves the right in its sole judgment to reject for any reason any and all responses and components thereof and to eliminate any and all Respondents responding to this RFP from further consideration for this procurement.
- The Town reserves the right in its sole judgment to reject any Respondent that submits incomplete responses to this RFP, or a Statement that is not responsive to this RFP.
- The Town reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
- All Statements shall become the property of the Town and will not be returned.
- All Statements will be made available to the public at the appropriate time, as determined by the Town (in the exercise of its sole discretion) in accordance with law.
- The Town may request Respondents to send representatives to the Town for interviews.
- Any and all Statements not received by the Town by 12:00 p.m. on _____, 2012 will be rejected.
- Neither the Town, nor their respective staffs, consultants or advisors (including but not limited to the Review Team) shall be liable for any claims or damages resulting from the solicitation or preparation of the Statement, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a Statement or for participating in this procurement process.
- In its Proposal, the Respondent must state the prices, and rates offered, written or typed in ink, in words and numbers for each item requested.

- If the amount shown in words and its equivalent in figures in the Proposal Form do not agree, the written words shall be binding. In the event there is a discrepancy between the unit prices and the extended totals, including any formula, the unit prices shall prevail.

1.4 Rights of The Town.

The Town reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To determine that any Statement received complies or fails to comply with the terms of this RFP.
- To supplement, amend or otherwise modify the RFP through issuance of addenda to all prospective Respondents who have received a copy of this RFP.
- To waive any technical non-conformance with the terms of this RFP.
- To change or alter the schedule for any events called for this RFP upon the issuance of notice to all prospective Respondents who have received a copy of this RFP.
- To conduct investigations of any or all of the Respondents, as the Town deems necessary or convenient, to clarify the information provided as part of the Statement and to request additional information to support the information included in any Statement.
- To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the Town may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.
- The Town shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

1.5 Cost of Proposal Preparation.

Each proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the respondent. There shall be no claims whatsoever against the Town, its staff or consultants for reimbursement for the payment of costs or expenses incurred in the preparation of the Statement or other information required by the RFP.

1.6 Proposal Format.

Responses should cover all information requested in the Questions to be answered in this RFP.

Responses which in the judgment of the Town fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

1.7 Subcontractors.

Respondents will be allowed to use Subcontractors subject to the written approval of the Town of Secaucus.

1.8 Failure to Enter Contract.

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

1.9 Termination of Contract.

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the Contractor violates any requirements of the Contract, the Town shall thereupon have a right to terminate the Contract by giving written notice to the Contractor of such termination at least thirty (30) days prior to the proposed effective date of termination. Such termination shall relieve the Town of any obligation for the balances to the Contractor of any sum or sums set forth in the Contract.

The Contractor agrees to indemnify and hold harmless from any liability to subcontractor concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the County under this provision.

In case of default by the Contractor, the Town may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

SECTION 2

SCOPE OF SERVICES

2.1 It is the intent of the Town to solicit Statements from Respondents that have expertise in the provision of Information Technology Support Services. Firms and/or persons responding to this RFP shall be able to demonstrate that they will have the continuing capabilities to perform these services.

See Technical Specification attached as Schedule "A".

SECTION 3

SUBMISSION REQUIREMENTS

3.1 Administrative Information Requirements.

The Respondent shall, as part of its Statement, provide the following information:

- a. Recitation of the concessionaire's related business experience evidencing successful operation of food concession business(es) over the past five (5) years;
- b. Sample menu and proposed price schedule for the food and beverage products to be sold;
- c. Intended staffing of each concession stand including the names and addresses and ages of each employee together with a brief description of their relevant work experience;
- d. Within fourteen (14) days of being named concession operator, concessionaire will provide copies of insurance coverage declaration pages evidencing the requisite coverage as set forth in the Specifications for Workers' Compensation, Public Liability, Property Damage and Hospitalization (for those persons including concessionaire not covered by Workers' Compensation);
- e. \$1,500 security deposit against damages to the premises by the concessionaire beyond ordinary wear and tear and outstanding bills, the liability for which could be asserted against the Town such as utility charges. Should the contract not be awarded to any concessionaire submitting a proposal, each security deposit shall be returned within 30 days of appointment of the new concession operator by resolution of the governing body. However, should the successful proposer fail or refuse to enter a contract with the Town, said deposit shall be forfeited;

- f. An aggregate amount that concessionaire agrees to pay the Town for the right to operate the subject concessions;
- g. \$700 prepaid utility charge with respect to the Ice Rink concession stand;
- h. Copies of citations received because of perceived health violations while operating any food product sale or distribution business over the past five (5) years including a description of the manner of resolution thereof;
- i. A list of suppliers from whom concessionaire will purchase their food and beverage products including name of each contact person and address;
- j. A minimum of two (2) letters of recommendation preferably from a governmental entity for whom concessionaire has worked in the past five (5) years selling food and beverage products;
- k. A statement of corporate ownership and of compliance with state laws governing equal employment opportunity and affirmative action, the forms of which are both annexed hereto;
- l. Confirm appropriate federal and state licenses to perform activities.

The Town has established a committee of three (3) persons to evaluate each of the proposals. The following criteria and relative importance weighting will be applied in the evaluation of the proposals:

- a. History and experience in performing the subject concessionaire services – 20%;
- b. Availability of personnel, facilities, equipment and other resources deemed necessary to adequately provide the concessionaire services – 20%
- c. Qualifications and experience of employees – 20%
- d. Record of compliance with municipal, county and state health laws and regulations – 20%
- e. The strength (or weakness) of the required Letters of Recommendation – 15%
- f. Amount of money concessionaire has agreed to pay the Town if awarded the right to operate the subject concessions – 5%

The six (6) proposal criteria outlined above will be independently evaluated by the three (3) committee members who will assign a value of between one (1) and ten (10), with ten (10) being the most favorable. The average the three (3) scores for each

criteria will then be multiplied by the applicable weighting percentage set forth above. The product of the average score times the weighting percentage for each criteria will then be added together to arrive at a total score for the proposal. The total scores for all proposals will then be compared and the proposal bearing the highest total will be awarded the two (2) year concession contract.

The foregoing computation is believed to promote an evaluation process that will result in the selection of the proposal that will be most advantageous to the Town and its residents, price and relevant factors considered.

3.2 Affirmative Action Requirements.

The successful Respondent agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127 as amended) and N.J.A.C. 17:27-1.1 et seq. The bidder agrees to the mandatory language and terms set forth below as required by N.J.A.C. 17:27-1.1 et seq. Prior to the execution of the Contract, the successful Respondent will submit (1) evidence that the Respondent is operating under an existing federally approved affirmative action program, (2) a Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4, or (3) a completed initial Affirmative Action Employee Information Report (Form AA-302).

Mandatory Affirmative Action Language

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer

advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents: (1) Letter of Federal Affirmative Action Plan Approval; (2) Certificate of Employee Information Report; or (3) Employee Information Report Form AA302.

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

3.3 Americans with Disabilities Act of 1990.

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The successful bidder agrees to comply with the requirements of Title II of the Americans With Disabilities Act of 1990 ("Act"). The bidder agrees to the mandatory language and terms of the Act as follows:

The Contractor and the Town do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12101 *et seq.*), which prohibits discrimination on the basis of disability by public entities in a all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Town 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 Town in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Town, 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 Town grievance procedure, the Contractor agrees to abide by any decision of the Town which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Town or if the Town incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

It is expressly agreed and understood that any approval by the Town 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 Town pursuant to this paragraph.

It is further agreed and understood that the Town 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 the contract.

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 the contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Town from taking any other actions available to it under any other provisions of the contract or otherwise at law.

3.4 New Jersey Business Registration Requirements.

The Respondent shall comply with the requirements of the Business Registration law, N.J.S.A. 52:32-44 (P.L. 2004, c. 57). The Respondent shall submit a copy of its business registration certificate with its Proposal. The mandatory language and terms of the Business Registration law are set forth below. For information on the Business Registration law go to: <http://www.state.nj.us/njbusiness/registration>

N.J.S.A. 52:32-44 (P.L. 2004, c. 57) (Business Registration Law) amends and supplements the business registration provisions of N.J.S.A. 52:32-44, which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.), or the Public School Contracts Law (N.J.S.A. 18A:18A-1, et seq.)

The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Contractor.

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

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

A business organization that fails to provide a copy of a business registration as required pursuant to the Business Registration Law, N.J.S.A. 52:32-44, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

3.5 Professional Information Requirement.

- a. Respondent shall submit a description of its overall experience in the provision of the type of services sought in the RFP. At a minimum, the

following information on past experience should be included as appropriate to the RFP.

1. Description and scope of work by Respondent.
2. Name, address and contact information of references.
3. For each public entity that the Respondent has performed work, or provided services for, in the past three (3) years, provide the name, contact number and a description of work performed or services provided.
4. Explanation of perceived relevance of the experience to the RFP.
5. Describe the services that Respondent would perform directly.
6. Describe those portions of the Respondent's services, if any, for which the Respondent uses a sub-contractor. Identify all subcontractors the Respondent anticipates using in connection with this project.
7. A narrative statement of the Respondent's knowledge of the Town's needs and goals.
8. List all immediate relatives of Principal(s) of Respondent who are Town employees or elected officials of the Town. For purposes of the above "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandchild, and in-laws by reason of relation.

EXHIBIT A

- PART I - Specification of Swim Center
- PART II- Specification for Ice Rink
- PART III - Specifications for Buchmuller Park
- PART IV- Specification for Soccer and Ball Fields

SPECIFICATIONS, PART I, COVERING THE EXCLUSIVE RIGHT TO SELL ICE CREAM, BEVERAGES, AND FOOD PRODUCTS WITHIN THE SECAUCUS MUNICIPAL SWIMMING POOL COMPLEX DURING THE HOURS SPECIFIED IN THE BID DOCUMENTS.

1. Size of Concession Stand: 18' x 21'
Size of Eating Pavilion: 75' x 40'

2. EQUIPMENT:

List of installations at the site are attached hereto. Concessionaire will provide cooking utensils, service items and other necessary products. Additional cooking, refrigeration or service equipment may be installed only with the written consent of the Pool Manager. All bidders are welcome to inspect said installations and equipment by making an appointment with the Pool Manager. To set up an appointment, concessionaires should call the Municipal Government Center. Concessionaire shall be responsible to maintain the equipment in working order and the equipment shall remain at the site following the expiration of this agreement and be in the same condition as at the commencement of the term, subject to normal wear and tear. If any equipment becomes non-operational and is not repairable, the Concessionaire may, with the approval of the Town, replace the equipment with similar equipment. The replacement equipment shall remain the property of the Concessionaire at the conclusion of the term of this agreement.

3. DAYS OF OPERATION:

Weekends, from May 26, 2012 to June 17, 2012 and daily thereafter until Labor Day, September 3, 2012 and weekends from May 25, 2013 to June 16, 2013 and daily thereafter until Labor Day, September 2, 2013.

The Mayor and Council anticipate that there may be substantial interest in having the pool areas open after Labor Day on weekends only for the next three (3) weekends in September. Therefore the Town requires the concessionaire to provide proposals as if the concessionaire were to provide concession service for these three (3) weekends. A determination will be made prior to the start of the operations whether the pool and the concession stand will be open after Labor Day for the three additional weekends

4. HOURS OF OPERATION FOR SNACK CONCESSION.

The concession must be open every day, even if it rains, unless the pool is officially closed by the Pool Manager or his designee. The concession shall open at least one (1) hour before the pool opens for business and shall remain open until the pool closes. Days of operation of the pool will be determined exclusively by the Town. The Concessionaire shall have no recourse for days the pool is closed because of weather.

The Mayor and Council may review the concessionaire's proposed menu and make recommendations to a concessionaire prior to an award in order to effectuate a menu and price schedule in the best interest of pool users.

5. The Concessionaire shall obtain all required licenses and pay all fees in connection with the operation of the enterprise.

The Concessionaire shall obtain all permits required by law to operate such concession, including permits required for equipment owned by the Town such as, but not limited to, fire inspections of the premises and of machinery, sprinklers, smoke detectors, etc.

6. The Concessionaire shall supply all maintenance material (e.g. soaps, cleansers, cleaning supplies, etc.) that he will use for his endeavor. Concessionaire may not use Town maintenance materials under any circumstances for said concession stand.

7. The Town will not sign for any deliveries made to the Concessionaire, and will not assume responsibility for deliveries made to the concession stand.

8. The Concessionaire shall supply all employees necessary for the management, preparation, sale and distribution of food and drink and for maintaining the cleanliness and sanitation of the premises and equipment. All employees of the Concessionaire shall be listed with the Pool Manager, and any who are deemed unsatisfactory to the Pool Manager, shall be removed by the vendor from the pool site. Employees, unless they are pool members, shall not have pool privileges.

The Concessionaire shall employ a manager who shall be at said concession at all hours of its operation (from one hour before the pool opens until the concession stand is cleaned up after the pool has closed). THE CONCESSION MANAGER MUST BE 18 YEARS OF AGE OR OLDER.

9. The payment of the proposed sum including security deposit and prepaid utilities to operate the facility as specified in the Request for Proposal shall be paid to the Town Treasurer within ten (10) days of receipt of notice of Concessionaire's proposal has been accepted.

If the successful Concessionaire shall fail to pay said sum to operate the facility as specified in the Request for Proposals and these specifications in full within said ten (10) day period, the Town shall, without further notice to Concessionaire, declare in breach of contract, and award the contract to the next higher scorer or resolicit for new proposals, and the Town shall be under no further obligation with respect to said concessionaire.

10. The Concessionaire agrees to indemnify and save harmless the Town of and from any and all liability for damages for injury to persons and property including death,

and against and from all suits and actions and all costs, damages, and charges of whatsoever kind and nature, including attorney's fees, to which the Town may be put for or on account of any injury or alleged injury to persons, including death, or property resulting from the performance of the Concessionaire's operations under this agreement, whether such operations be by the Concessionaire or anyone directly or indirectly employed by the Concessionaire.

11. The successful Concessionaire shall name the Town of Secaucus as an "additional insured" for any loss whatsoever of the Concessionaire's enterprise while performing this contract. The successful Concessionaire shall have the following coverage and minimum liability limits as follows:

Workmen's Compensation

Public Liability - \$250,000 and \$500,000 each accident

Property Damages - \$50,000 each accident

Hospitalization insurance coverage for persons including the concessionaire working at the concession stand not covered by worker's compensation insurance.

12. The Concessionaire shall insure its personal equipment, machines, food, etc. against loss or damage, and the Town shall not be liable to the Concessionaire for any loss or damage without an express showing of negligence by the Town.

13. The Concessionaire and/or the Concessionaire's employees may not use the Town's private telephones. The Concessionaire may have a private telephone installed at the concession stand, at his own expense, and the Concessionaire will pay all charges in connection with such installation and use thereof.

14. The Concessionaire agrees to operate the snack bar concession during the hours set forth in these specifications. Failure to operate as required, unless for extraordinary circumstances, shall be deemed a failure to perform under the terms of the lease agreement and may result in termination of the agreement, at the sole discretion of the Town.

15. The Concessionaire shall be responsible for the utility charges for the food concession building. Said building is separately metered and the Concessionaire shall arrange with PSE&G and shall have all charges billed to his account. The Concessionaire is advised to familiarize himself with the equipment used in the snack bar area in order to determine the estimated amount of charges for the use of same. The Concessionaire shall allow the Town to use electrical power from the food concession building for a minimum of ten (10) sessions of approximately five hours each for special event (e.g. adult night). The Town shall not be liable for power failures, shortages, etc.

16. The Concessionaire shall have the right to install, at his sole cost and expense, and post all deposits, a telephone line, which shall be removed at the conclusion of the season.

17. The Concessionaire shall be responsible for the cleanliness of both the snack bar building and the entire pavilion eating area. It is understood that any pool member, guest, employee of the Town, etc. may use the pavilion eating area - even such persons are not patrons of the concession, and the responsibility to clean and maintain the same rests with the concession operator. The food service area shall be maintained in accordance with applicable Board of Health ordinance and codes. The Pool Manager shall inspect the snack bar building and eating areas each night to assure that said areas are clean according to the rules for cleanliness promulgated by him in accordance with these specifications. All trash and other debris shall be disposed of as per the instructions of the pool management. The pavilion eating area shall be thoroughly washed down by the Concessionaire at the close of each day the facility is open. The Concessionaire shall empty promptly all trash baskets in the pavilion as same become full but not less than once per day. All trash is to be removed by the Concessionaire and placed in dumpsters provided by the Town. The Concessionaire will provide the necessary plastic trash liners for trash baskets within the snack bar building and pavilion eating areas. He shall also patrol the pavilion area as necessary to remove debris from tables and flooring, provided, however, that the pool management shall instruct residents to clear tables of debris following their use of same.

18. The successful Concessionaire shall be required to furnish a security deposit of \$750.00 (\$1,500 in the aggregate for all concessions subject to this Request for Proposals) against damage by the lessee to the premises other than ordinary wear and tear, and against any unpaid obligations, including but not limited to outstanding utility bills, but specifically excluding bills of vendors who supply merchandise for resale by the Concessionaire. The lessee shall at the end of the season thoroughly clean all equipment and leave same in a clean condition.

Said security deposit shall be returned, WITHOUT INTEREST, upon inspection of the premises when it is determined that the premises are clean pursuant to the specifications, and all other obligations required hereunder have been satisfied.

19. In the event that the Town is required to clean said premises, or satisfy any other obligation hereunder, the Town will deduct from said security a price for a reasonable value of the services that the Town provides.

The Concessionaire shall be responsible for paying all damages it may cause during its operation. Same may be charged against said security. In the event that clean up or damages exceed said security, the Concessionaire shall be liable therefore to such full amount.

20. The Concessionaire shall recognize that this facility is town-owned property, thus, the Concessionaire shall not use the pool concession facility or permit use of same by his employees or other authorized personnel, for any political purpose whatsoever. This provision shall include, but not be limited to, the use of signs, buttons, balloons, clothing or other materials which shall denote political preference.

21. NO MINIMUM PROPOSAL SUM:

There shall be no minimum for the amount Concessionaire agrees to pay the Town for the right to operate the subject concession.

22. The successful Concessionaire shall not conduct any other business from such concession, including but not limited to video type games, except as provided herein.

23. The Concessionaire shall allow and same shall not be deemed inconsistent with these specifications, the Secaucus High School to have a group activity day (which will be on a weekday in June when the concession stand would not be open) when the students from the High School, under the supervision of the High School facility, shall use the premises for the cooking and serving of food. The High School will arrange for the clean up after such one day use.

EXISTING EQUIPMENT IN SNACK BAR

1. One Dunhill Low-Boy Refrigerator (Model # W 6972 S/C) or equal
2. One Wells Griddle (Model # G-24) and Fryer (Model # F 108) or equal
3. One Dunhill Sandwich Unit (Model # W-5248) or equal
4. Four Dunhill Utility Stands (Model # W-324) or equal
5. One Dunhill 3-sink unit (w/o dipperwell) (Model # 9336) or equal
6. Ice Maker
7. Griddle Stand w/updraft exhaust unit
8. Fire Protection System

SPECIFICATIONS PART II, COVERING THE EXCLUSIVE RIGHT TO SELL ICE CREAM, BEVERAGES AND FOOD PRODUCTS WITHIN THE ICE SKATING RINK AT BUCHMULLER'S PARK DURING THE PERIOD SPECIFIED IN THE REQUEST FOR PROPOSALS.

1. Size of Concession Stand: 10' x 10'

2. EQUIPMENT:

List of installations at the site are attached hereto. Concessionaire will provide cooking utensils, service items and other necessary products. Additional cooking, refrigeration or service equipment may be installed only with the written consent of the Facility Manager. All concessionaires are welcome to inspect said installations and equipment by making an appointment with the Facility Manager. To set up an appointment, concessionaires should call the Municipal Government Center. Concessionaire shall be responsible to maintain the equipment in working order and the equipment shall remain at the site following the expiration of this agreement and be in the same condition as at the commencement of the term, subject to normal wear and tear. If any equipment becomes non-operational and is not repairable, the Concessionaire may, with the approval of the Town, replace the equipment with similar equipment. The replacement equipment shall remain the property of the Concessionaire at the conclusion of the term of this agreement.

3. DAYS OF OPERATION:

Daily commencing December 1, 2012 through March 10, 2013 and December 7, 2013 through March 9, 2014.

4. HOURS OF OPERATION FOR SNACK CONCESSION.

The concession must be open every day, unless the ice rink is officially closed by the Rink Manager or his designee. The concession shall open at least one (1) hour before the ice skating rink opens for business and shall remain open until the rink closes. Days of operation of the rink will be determined exclusively by the Town. The concessionaire shall have no recourse for days the facility is closed for any reason.

The Mayor and Council shall review and may make recommendations to a concessionaire prior to an award in order to effectuate a menu and price schedule in the best interest of facility users.

5. The Concessionaire shall obtain all required licenses and permits and pay all fees in connection with the operation of the enterprise.

The concessionaire shall obtain all permits required by law to operate such concession, including permits required for equipment owned by the town such as, but not limited to, fire inspections of the premises and of machinery, sprinklers, smoke detectors, etc.

6. The Concessionaire shall supply all maintenance material (e.g. soaps, cleansers, cleaning supplies, etc.) that he will use for his endeavor. Concessionaire may not use Town maintenance materials under any circumstances for said concession stand.

7. The Town will not sign for any deliveries made to the Concessionaire, and will not assume responsibility for deliveries made to the concession stand.

8. The Concessionaire shall supply all employees necessary for the management, preparation, sale and distribution of food and drink and for maintaining the cleanliness and sanitation of the premises and equipment. All employees of the Concessionaire shall be listed with the ice rink manager, and any who are deemed unsatisfactory to the ice rink manager, shall be removed by the vendor from the ice rink site. Employees, unless they have specific authority from the ice rink manager, shall not have ice rink privileges.

The Concessionaire shall employ a manager who shall be at said concession at all hours of its operation (from one hour before the ice rink opens until the concession stand is cleaned up after the ice rink has closed). THE CONCESSION MANAGER MUST BE 18 YEARS OF AGE OR OLDER.

9. The payment of the proposed sum (including security deposit and prepaid utilities) to operate the facility as specified in the Request for Proposal shall be paid to the Town Treasurer within ten (10) days of receipt of notice of Concessionaire's proposal has been accepted.

If the successful Concessionaire shall fail to pay said sum to operate the facility as specified in the Request for Proposals and these specifications in full within said ten (10) day period, the Town shall, without further notice to Concessionaire, declare in breach of contract, and award the contract to the next higher scorer or resolicit for new proposals, and the Town shall be under no further obligation with respect to said concessionaire.

10. The Concessionaire agrees to indemnify and save harmless the Town of and from any and all liability for damages for injury to persons and property including death, and against and from all suits and actions and all costs, damages, and charges of whatsoever kind and nature, including attorney's fees, to which the Town may be put for or on account of any injury or alleged injury to persons, including death, or property resulting from the performance of the Concessionaire's operations under this agreement, whether such operations be by the Concessionaire or anyone directly or indirectly employed by the Concessionaire.

11. The successful Concessionaire shall name the Town of Secaucus as an "additional insured" for any loss whatsoever of the Concessionaire's enterprise while performing this contract. The successful Concessionaire shall have the following coverage and minimum liability limits as follows:

Workmen's Compensation
Public Liability - \$250,000 and \$500,000 each
accident Property Damages - \$50,000 each
accident

Hospitalization insurance coverage for persons including the concessionaire working at the concession stand not covered by worker's compensation insurance.

12. The Concessionaire shall insure its personal equipment, machines, food, etc. against loss or damage, and the Town shall not be liable to the Concessionaire for any loss or damage without an express showing of negligence by the Town.

13. The Concessionaire and/or the Concessionaire's employees may not use the Town's private telephones. The Concessionaire may have a private telephone installed at the concession stand, at his own expense, and the Concessionaire will pay all charges in connection with such installation and use thereof.

14. The Concessionaire agrees to operate the snack bar concession during the hours set forth in these specifications. Failure to operate as required, unless for extraordinary circumstances, shall be deemed a failure to perform under the terms of the lease agreement and may result in termination of the agreement, at the sole discretion of the Town, and Concessionaire shall nevertheless be liable for the full amount that was agreed to be paid in order to operate the facility..

15. The Concessionaire shall be responsible for the utility charges for the food concession area payable to the town, in advance of contract inception, in the amount of \$700.00 for the entire two (2) year contract term.

16. The Concessionaire shall have the right to install, at his sole cost and expense, and post all deposits, a telephone line, which shall be removed at the conclusion of the season.

17. The Concessionaire shall be responsible for the cleanliness of snack bar area. The food service area shall be maintained in accordance with applicable Board of Health ordinance and codes. The ice rink manager shall inspect the snack bar area each night to assure that said areas are clean according to the rules for cleanliness promulgated by him in accordance with these specifications. All trash and other debris

shall be disposed of as per the instructions of the ice rink management. The Concessionaire shall empty promptly all trash baskets in the snack bar area as same become full but not less than once per day. All trash is to be removed by the Concessionaire and placed in dumpsters or other receptacles provided by the Town. The Concessionaire will provide the necessary plastic trash liners for trash baskets within the snack bar building and pavilion eating areas. He shall also patrol the snack bar area as necessary to remove debris.

18. The successful Concessionaire shall be required to furnish a security deposit of \$750.00 (\$1,500 in the aggregate for all concessions subject to this Request for Proposals) against damage by the lessee to the premises other than ordinary wear and tear, and against any unpaid obligations to the Town. The lessee shall at the end of the season thoroughly clean all equipment and leave same in a clean condition.

Said security deposit shall be returned, WITHOUT INTEREST, upon inspection of the premises when it is determined that the premises are clean pursuant to the specifications, and all other obligations required hereunder have been satisfied.

In the event that the Town is required to clean said premises, or satisfy any other obligation hereunder, the Town will deduct from said security a price for a reasonable value of the services that the Town provides.

19. The Concessionaire shall be responsible for paying all damages it may cause during its operation. Same may be charged against said security. In the event that clean up or damages exceed said security, the Concessionaire will be billed and shall be liable therefor to such full amount.

20. The Concessionaire shall recognize that this facility is town-owned property, thus, the Concessionaire shall not use the ice rink concession facility or permit use of same by his employees or other authorized personnel, for any political purpose whatsoever. This provision shall include, but not be limited to, the use of signs, buttons, balloons, clothing or other materials which shall denote political preference.

21. NO MINIMUM PROPOSAL SUM:

There shall be no minimum for the amount Concessionaire agrees to pay the Town for the right to operate the subject concession.

22. The successful Concessionaire shall not conduct any other business from such concession, including but not limited to video type games, except as provided herein.

EXISTING EQUIPMENT IN ICE RINK CONCESSION STAND

- 1 Pizza Oven
- 1 Hot Dog Rotisserie
- 1 Microwave
- 1 Stand up Refrigerator

SPECIFICATIONS, PART III, COVERING THE EXCLUSIVE RIGHT TO SELL ICE CREAM, BEVERAGES, AND FOOD PRODUCTS WITHIN BUCHMULLER PARK DURING THE PERIOD SPECIFIED IN THE REQUEST FOR PROPOSALS DOCUMENTS,

1. Size of Concession Stand: 10' X10'

2. EQUIPMENT:

List of installations at the site are attached hereto. Concessionaire will provide cooking utensils, service items and other necessary products. Additional cooking, refrigeration or service equipment may be installed only with the written consent of the Facility Manager. All concessionaires are welcome to inspect said installations and equipment by making an appointment with the Facility Manager. To set up an appointment, concessionaires should call the Municipal Government Center. Concessionaire shall be responsible to maintain the equipment in working order and the equipment shall remain at the site following the expiration of this agreement and be in the same condition as at the commencement of the term, subject to normal wear and tear. If any equipment becomes non-operational and is not repairable, the Concessionaire may, with the approval of the Town, replace the equipment with similar equipment. The replacement equipment shall remain the property of the Concessionaire at the conclusion of the term of this agreement.

3. DAYS OF OPERATION: May 26, 2012,through Labor Day

4. HOURS OF OPERATION FOR SNACK CONCESSION.

From four hours after sunrise until one half hour before sunset.

The Mayor and Council may review the Concessionaire's proposed menu and make recommendations to a concessionaire prior to an award in order to effectuate a menu and price schedule in the best interest of facility user.

5. The Concessionaire shall obtain all required licenses and permits and pay all fees in connection with the operation of the enterprise.

The concessionaire shall obtain all permits required by law to operate such concession, including permits required for equipment owned by the Town such as, but not limited to, fire inspections of the premises and of machinery, sprinklers, smoke detectors, etc. supplies, etc.) that he will use for his endeavor. Concessionaire may not use Town

6. The Concessionaire shall supply all maintenance material (e.g. soaps, cleansers, cleaning maintenance materials under any circumstances for said concession stand.
7. The Town will not sign for any deliveries made to the Concessionaire, and will not assume responsibility for deliveries made to the concession stand.
8. The Concessionaire shall supply all employees necessary for the management, preparation, sale and distribution of food and drink and for maintaining the cleanliness and sanitation of the premises and equipment.

The Concessionaire shall employ a manager who shall be at said concession at all hours of its operation. THE CONCESSION MANAGER MUST BE 18 YEARS OF AGE OR OLDER.

9. The payment of the proposed sum (including security deposit and prepaid utilities) to operate the facility as specified in the Request for Proposal shall be paid to the Town Treasurer within ten (10) days of receipt of notice of Concessionaire's proposal has been accepted.

If the successful Concessionaire shall fail to pay said sum to operate the facility as specified in the Request for Proposals and these specifications in full within said ten (10) day period, the Town shall, without further notice to Concessionaire, declare in breach of contract, and award the contract to the next higher scorer or resolicit for new proposals, and the Town shall be under no further obligation with respect to said concessionaire.

10. The Concessionaire agrees to indemnify and save harmless the Town of and from any and all liability for damages for injury to persons and property including death, and against and from all suits and actions and all costs, damages, and charges of whatsoever kind and nature, including attorney's fees, to which the Town may be put for or on account of any injury or alleged injury to persons, including death, or property resulting from the performance of the Concessionaire's operations under this agreement, whether such operations be by the Concessionaire or anyone directly or indirectly employed by the Concessionaire.

11. The successful Concessionaire shall name the Town of Secaucus as an "additional insured" for any loss whatsoever of the Concessionaire's enterprise while performing this contract. The successful Concessionaire shall have the following coverage and minimum liability limits as follows:

Workmen's Compensation
Public Liability - \$250,000 and \$500,000 each accident
Property Damages - \$50,000 each accident

Hospitalization insurance coverage for persons including the concessionaire working at the concession stand not covered by worker's compensation insurance.

12. The Concessionaire shall insure its personal equipment, machines, food, etc. against loss or damage, and the Town shall not be liable to the Concessionaire for any loss or damage without an express showing of negligence by the Town.

13. The Concessionaire and/or the Concessionaire's employees may not use the Town's private telephones.

14. The Concessionaire agrees to operate the snack bar concession during the hours set forth in these specifications. Failure to operate as required, unless for extraordinary circumstances, shall be deemed a failure to perform under the terms of the lease agreement and may result in termination of the agreement, at the sole discretion of the Town.

15. The Concessionaire shall be responsible for the utility charges for the food concession building Said building is separate metered and the Concessionaire shall arrange with PSE&G and shall have all charges billed to his account. The Concessionaire is advised to familiarize himself with the equipment used in the snack bar area in order to determine the estimated amount of charges for the use of same. The Concessionaire shall allow the Town to use electrical power from the food concession building for a minimum of ten (10) sessions of approximately five hours each for special event (e.g. adult night). The Town shall not be liable for power failures, shortages, etc.

16. The Concessionaire shall have the right to install, at his sole cost and expense, and post all deposits, a telephone line, which shall be removed at the conclusion of the season.

17. The Concessionaire shall be responsible for the cleanliness of the refreshment and eating areas, less than once per day. All trash is to be removed by the Concessionaire and placed in dumpsters provided by the Town. The Concessionaire will provide the necessary plastic trash liners for trash baskets within refreshment and eating areas. He shall also patrol the snack bar area as necessary to remove debris.

18. The successful Concessionaire shall be required to furnish a security deposit of \$750.00 (\$1,500 in the aggregate for all concessions subject to this Request for Proposals) against damage by the lessee to the premises other than ordinary wear and tear, and against any unpaid obligations, including but not limited to outstanding utility bills, but specifically excluding bills of vendors who supply merchandise for resale by the Concessionaire. The lessee shall at the end of the season thoroughly clean all equipment and leave same in a clean condition.

Said security deposit shall be returned, WITHOUT INTEREST, upon inspection of the premises when it is determined that the premises are clean pursuant to the specifications, and all other obligations required hereunder have been satisfied.

19. In the event that the Town is required to clean said premises, or satisfy any other obligation hereunder, the Town will deduct from said security a price for a reasonable value of the services that the Town provides.

The Concessionaire shall be responsible for paying all damages it may cause during its operation. Same may be charged against said security. In the event that clean up or damages exceed said security, the Concessionaire will be billed and shall be liable therefore to such full amount.

20. The Concessionaire shall recognize that this facility is town-owned property, thus, the Concessionaire shall not use the pool concession facility or permit use of same by his employees or other authorized personnel, for any political purpose whatsoever. This provision shall include, but not be limited to, the use of signs, buttons, balloons, clothing or other materials which shall denote political preference.

21. NO MINIMUM PROPOSAL SUM:

There shall be no minimum for the amount Concessionaire agrees to pay the Town for the right to operate the subject concession.

22. The successful Concessionaire shall not conduct any other business from such concession, including but not limited to video type games, except as provided herein.

SPECIFICATIONS, PART IV, COVERING THE EXCLUSIVE RIGHT TO SELL ICE CREAM, BEVERAGES, AND FOOD PRODUCTS AT COUNTY AVENUE SOCCER FIELD AND MILL RIDGE BALLFIELDS DURING THE PERIOD SPECIFIED IN THE REQUEST FOR PROPOSALS DOCUMENTS

1. Size of Concession Stand: N/A

2. EQUIPMENT:

List of installations at the site are attached hereto. Concessionaire will provide cooking utensils, service items and other necessary products. Additional cooking, refrigeration or service equipment may be installed only with the written consent of the Facility Manager. All concessionaires are welcome to inspect said installations and equipment by making an appointment with the Facility Manager. To set up an appointment, concessionaires should call the Municipal Government Center. Concessionaire shall be responsible to maintain the equipment in working order and the equipment shall remain at the site following the expiration of this agreement and be in the same condition as at the commencement of the term, subject to normal wear and tear. If any equipment becomes non-operational and is not repairable, the Concessionaire may, with the approval of the Town, replace the equipment with similar equipment. The replacement equipment shall remain the property of the Concessionaire at the conclusion of the term of this agreement.

3. DAYS OF OPERATION: May 15, through Labor Day

4. HOURS OF OPERATION FOR SNACK CONCESSION.

From four hours after sunrise until one half hour before sunset.

The Mayor and Council may review the Concessionaire's proposed menu and make recommendations to a concessionaire prior to an award in order to effectuate a menu and price schedule in the best interest of facility user.

5. The Concessionaire shall obtain all required licenses and permits and pay all fees in connection with the operation of the enterprise.

The concessionaire shall obtain all permits required by law to operate such concession, including permits required for equipment owned by the Town such as, but not limited to, fire inspections of the premises and of machinery, sprinklers, smoke detectors, etc.

6. The Concessionaire shall supply all maintenance material (e.g. soaps, cleansers, cleaning supplies, etc.) that he will use for his endeavor. Concessionaire may not use Town maintenance materials under any circumstances for said concession stand.

7. The Town will not sign for any deliveries made to the Concessionaire, and will not assume responsibility for deliveries made to the concession stand.

8. The Concessionaire shall supply all employees necessary for the management, preparation, sale and distribution of food and drink and for maintaining the cleanliness and sanitation of the premises and equipment.

The Concessionaire shall employ a manager who shall be at said concession at all hours of its operation. THE CONCESSION MANAGER MUST BE 18 YEARS OF AGE OR OLDER.

9. The payment of the proposed sum (including security deposit and prepaid utilities) to operate the facility as specified in the Request for Proposal shall be paid to the Town Treasurer within ten (10) days of receipt of notice of Concessionaire's proposal has been accepted.

If the successful Concessionaire shall fail to pay said sum to operate the facility as specified in the Request for Proposals and these specifications in full within said ten (10) day period, the Town shall, without further notice to Concessionaire, declare in breach of contract, and award the contract to the next higher scorer or resolicit for new proposals, and the Town shall be under no further obligation with respect to said concessionaire.

10. The Concessionaire agrees to indemnify and save harmless the Town of and from any and all liability for damages for injury to persons and property including death, and against and from all suits and actions and all costs, damages, and charges of whatsoever kind and nature, including attorney's fees, to which the Town may be put for or on account of any injury or alleged injury to persons, including death, or property resulting from the performance of the Concessionaire's operations under this agreement, whether such operations be by the Concessionaire or anyone directly or indirectly employed by the Concessionaire.

11. The successful Concessionaire shall name the Town of Secaucus as an "additional insured" for any loss whatsoever of the Concessionaire's enterprise while performing this contract. The successful Concessionaire shall have the following coverage and minimum liability limits as follows:

Workmen's Compensation

Public Liability - \$250,000 and \$500,000 each accident

Property Damages - \$50,000 each accident

Hospitalization insurance coverage for persons including the concessionaire working at the concession stand not covered by worker's compensation insurance.

12. The Concessionaire shall insure its personal equipment, machines, food, etc. against loss or damage, and the Town shall not be liable to the Concessionaire for any loss or damage without an express showing of negligence by the Town.

13. The Concessionaire and/or the Concessionaire's employees may not use the Town's private telephones.

14. The Concessionaire agrees to operate the snack bar concession during the hours set forth in these specifications. Failure to operate as required, unless for extraordinary circumstances, shall be deemed a failure to perform under the terms of the lease agreement and may result in termination of the agreement, at the sole discretion of the Town.

15. N/A

16. The Concessionaire shall have the right to install, at his sole cost and expense, and post all deposits, a telephone line, which shall be removed at the conclusion of the season.

17. The Concessionaire shall be responsible for the cleanliness of the refreshment and eating areas, less than once per day. All trash is to be removed by the Concessionaire and placed in dumpsters provided by the Town. The Concessionaire will provide the necessary plastic trash liners for trash baskets within refreshment and eating areas. He shall also patrol the snack bar area as necessary to remove debris.

18. The successful Concessionaire shall be required to furnish a security deposit of \$750.00 (\$1,500 in the aggregate for all concessions subject to this Request for Proposals) against damage by the lessee to the premises other than ordinary wear and tear, and against any unpaid obligations, including but not limited to outstanding utility bills, but specifically excluding bills of vendors who supply merchandise for resale by the Concessionaire. The lessee shall at the end of the season thoroughly clean all equipment and leave same in a clean condition.

Said security deposit shall be returned, WITHOUT INTEREST, upon inspection of the premises when it is determined that the premises are clean pursuant to the specifications, and all other obligations required hereunder have been satisfied.

19. In the event that the Town is required to clean said premises, or satisfy any other obligation hereunder, the Town will deduct from said security a price for a reasonable value of the services that the Town provides.

The Concessionaire shall be responsible for paying all damages it may cause during its operation. Same may be charged against said security. In the event that clean up or damages exceed said security, the Concessionaire will be billed and shall be liable therefore to such full amount.

20. The Concessionaire shall recognize that this facility is town-owned property, thus, the Concessionaire shall not use the pool concession facility or permit use of same by his employees or other authorized personnel, for any political purpose whatsoever. This provision shall include, but not be limited to, the use of signs, buttons, balloons, clothing or other materials which shall denote political preference.

21. NO MINIMUM PROPOSAL SUM:

There shall be no minimum for the amount Concessionaire agrees to pay the Town for the right to operate the subject concession.

22. The successful Concessionaire shall not conduct any other business from such concession, including but not limited to video type games, except as provided herein.

EXHIBIT A

P.L. 1975, C. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND 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 or sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provision of this non-discrimination 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 with regard to age, race, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation.

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

The contract or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975 c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable

county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:237-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation, 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 personal testing confirms 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.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national original, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decision of the State of New Jersey, and applicable Federal Law and applicable Federal Court decision.

The contractor or subcontractor shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

TOWN OF SECAUCUS

CHECKLIST

The following items, as indicated below with an "x", shall be provided with the receipt of sealed submissions.

- 1. _____ Affidavit of Non-Collusion
- 2. _____ Disclosure of Ownership Form
- 3. _____ Insurance Requirement Acknowledgement Form
- 4. _____ Mandatory Equal Employment Opportunity Notice
 Acknowledgement
- 5. _____ Business Registration Certificate issued by the New Jersey
 Department of Treasury, pursuant to N.J.S.A. 52:32-44(1)(b) (P.L.
 2004, c. 57)
- 6. _____ Service Entity Information Form
- 7. _____ Qualification Submission
- 8. _____ Acknowledgement of Secaucus Pay to Play Ordinance
- 9. _____ Acknowledgment of Corrections, Additions or Deletions Form

_____(seal)
(Contractor)

BY: _____
(Authorized Signature)

(Printed Name and Title)

TOWN OF SECAUCUS

2. DISCLOSURE OF OWNERSHIP FORM

N.J.S.A. 52:25-24.2 reads in part that "...no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the contracting or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individuals who own 10% or more of the stock or interest in the corporation or partnership".

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

COMPLETE ONE OF THE FOLLOWING STATEMENTS:

- I. Stockholders or Partners owning 10% or more of the company providing the submission:

Name	Address

- II. No Stockholder or Partner owns 10% or more of the company providing this submission:

SIGNATURE: _____ DATE: _____

- III. Submission is being provided by an individual who operates as a sole proprietorship:

SIGNATURE: _____ DATE: _____

- IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):

_____ Limited Partnership _____ Limited Liability Corporation

_____ Limited Liability Partnership _____ Subchapter S Corporation

SIGNATURE: _____ DATE: _____

TOWN OF SECAUCUS

3. INSURANCE REQUIREMENTS AND ACKNOWLEDGMENT FORM

Certificate(s) of Insurance shall be filed with the Town Clerk's Office upon award of contract by the Mayor and Council.

The minimum amount of insurance to be carried by the Service Entity shall be as follows:

GENERAL LIABILITY INSURANCE

Limits shall be a minimum of \$1,000,000 for each claim and \$1,000,000 aggregate each policy period and Town shall be named as and additional insured.

UMBRELLA COVERAGE

Umbrella liability insurance coverage, \$7,000,000 each occurrence and in the aggregate.

AUTOMOBILE LIABILITY INSURANCE

Limits shall be a minimum of \$1,000,000 combined single limit. Transportation coverage/motor truck cargo with a \$50,000 limit.

Acknowledgement of Insurance Requirement

(Signature)

(Date)

(Printed Name and Title)

4. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE
(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The successful professional service entity shall submit to the Town of Secaucus, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

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

OR

- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.;

OR

- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the Town of Secaucus to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) during normal business hours.

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

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

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

TOWN OF SECAUCUS

6. SERVICE ENTITY INFORMATION FORM

If the Service Entity is an INDIVIDUAL, sign name and give the following information:

Name: _____

Address: _____

Telephone No.: _____ Social Security No.: _____

Fax No.: _____ E-Mail: _____

If individual has a TRADE NAME, give such trade name:

Trading As: _____ Telephone No.: _____

If the Service Entity is a PARTNER, give the following information:

Name of Partners _____

Firm Address: _____

Telephone No.: _____ Federal Tax ID No.: _____

Fax No.: _____ E-Mail: _____

Social Security No.: _____

Signature of Authorized Agent: _____

If the Service Entity is INCORPORATED, give the following information:

State whose laws incorporated: _____

Location of Principal Office: _____

Telephone No.: _____ Federal Tax ID No.: _____

Fax No.: _____ E-Mail: _____

Name of Agent in charge of said office upon whom notice may be legally served:

Telephone No.: _____ Name of Corporation: _____

Signature: _____ By: _____

Title: _____ Address: _____

TOWN OF SECAUCUS

7. SUBMISSION FORM

- 1. Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein including their education, degree and certifications:**

- 2. References and record of success of same or similar service:**

3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff):

4. Cost details, including the hourly rates of each of the individuals who will perform services and all expenses:

Firm _____ Date: _____

Authorized Representative (Print): _____

Signature: _____ Title: _____

Telephone No.: _____ Fax No.: _____

TOWN OF SECAUCUS

ACKNOWLEDGMENT OF SECAUCUS PAY TO PLAY ORDINANCE

Chapter 26 of the Secaucus Code addresses "Pay to Play" reforms in the Town of Secaucus. The undersigned acknowledges that he/she has read and understands the ordinance. Moreover, the undersigned represents that he/she, his/her firm, spouse and child living at home has not (and will not) solicited or made any contributions of money, pledge of contribution, including in-kind contributions in excess of the allowable limits within two (2) calendar years immediately preceding the date of the contract or agreement or the effective date of Chapter 26, whichever is shorter, to: (i) any municipal candidate or holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Town of Secaucus party committee, or (iii) to any candidate committee, PAC or CPC that regularly engages in, or whose primary-purpose is the support of Secaucus municipal elections and/or municipal parties, between the time of first communication between that professional business entity or vendor and the municipality regarding a specific professional services agreement or goods and services agreement, as the case may be, and the later of the termination of negotiations or rejection of any proposal, or the completion of the contract or agreement.

Subscribed and sworn to before me
this _____ day of _____, 2012

Notary Public
State of _____
My Commission Expires _____

(Signature of Professional)

(Type or print name of Affiant and Title
under signature)

8. ACKNOWLEDGMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

I, _____

of the firm _____

hereby acknowledges that any corrections, additions and/or deletions have been initialed and dated in this Submission Package.

(Signature)

(Type or print name of Affined and Title,
under signature)

(Date)

(END OF SUBMISSION)