

BID SPECIFICATIONS

MATHIS VETERANS MEMORIAL PARK - MOBILE FOOD CONCESSION TRUCK/TRAILER/SHED

A. GENERAL

Location:

Mathis Veterans Memorial Park, located on Atlantic City Boulevard between S. Main Street and Crabbe Road.

Space Available:

30 feet by 30 feet area, located on the north end of the park. See the attached drawing indicating the dimensions and location of the space. Interested parties may view the area at any time.

Contract Terms:

The contract terms shall be from January 1, 2024 through October 31, 2026. Unless approved by the Mayor, Council or Administrator, the vendor may operate between **Easter weekend through Halloween weekend of each year.**

Utilities:

Self-contained truck/trailer/Shed (all utilities included in mobile unit). Water and Electric are available; Sewer is **not** available at this time. The vendor will be required to pay usage fees as determined by Veolia Water Toms River. Vendor shall also be responsible for connection to water service, metering, and all other work and materials required to connect the truck facility to the newly constructed water service.

Facility Specifications:

The truck facility provided shall be mobile, and may not exceed 30 feet x 10 feet. If a facility has cooking appliances it is required to have a wet fire suppression system, with a Class K fire extinguisher, A 3 compartment sink and a NSF certified freezer..

Bidders shall comply with all local, County, and regional health department regulations regarding food handling.

The trailer foundation must be reviewed and approved by the Borough Engineer.

Vendor shall be required to provide temporary seating / benches within the designated seating area subject to approval by the Borough.

The Borough welcomes minor improvements to the area for beautification purposes. However, any improvements must be approved by the Mayor, Council or Administrator.

Operational Requirements:

Interested concessionaires will be allowed to park and place their vehicle or mobile unit at said location. Seating will be installed within the 30 feet x 30 feet area, with a river rock pad installed beneath the full seating area.

Concessionaire should demonstrate an experience in transient food concessions

Food availability such as:

- Soft drinks and coffee
- Hot dogs/Hamburgers
- Breakfast items such as pork roll, egg and cheese
- Hot Pretzels
- French Fries
- Specialty Foods
- Ice Cream

Menu of items should be included with the bid proposal.

Time and Hours of Operation: Concessionaire shall not open earlier than 7:00am and close no later than 10:00 pm. Vendors may request additional hours of operation on holidays and weekends. Request must be approved by the Borough.

Other Requirements:

Interested Parties should include a photo of the inside and outside of their mobile concession. Condition of mobile concession shall be in very good to excellent condition. Damaged or unkempt vehicles or trailers will not be accepted.

Submission of business tax return for the year 2022 and Business Registration Certificate with the State of New Jersey. Interested parties are permitted to provide references and trade association affiliations.

Bidders must include a VIN number. Successful bidder permits municipality to run a criminal and motor vehicle background check. Mobile concessions shall meet all municipal, county, state and federal laws and regulations, including but not limited to motor vehicles, health and safety, business and taxation.

Successful bidder shall provide a certificate of insurance for liability coverage which names the Borough of South Toms River as an additional insured with limits of liability of at least \$1 million.

Borough reserves the right to reject based on the number or severity of health violations. Borough reserves the right to terminate contract for any health or Borough and public safety code violations. Successful bidder shall comply with County health department requirements.

INSTRUCTIONS TO BIDDERS / GENERAL SPECIFICATIONS

1. GENERAL REQUIREMENTS.

At the time of the opening of bids, each bidder will be presumed to have read and be thoroughly familiar with the requirements of the Notice to Bidders, these Specifications, the Technical Specifications and Instructions to Bidders, and the proposal form.

1A. PROCEDURES FOR MOBILE FOOD CONCESSION TRUCK/TRAILER/SHED

It is the intention of the Borough of South Toms River to enter into an agreement with the prospective bidder to operate one (1) Mobile Food Concession Truck/Trailer/Shed as set forth in "Mobile Food Concession Truck/Trailer/Shed Specifications". A prospective bidder must submit a bid on the bid proposal form for the Order.

2. AMENDMENTS TO SPECIFICATIONS.

Should any amendments, modifications or clarifications to the specifications be required, all such changes to the specifications will be issued in the form of an addendum to the bidding documents. A copy of any addendum to the bidding documents will be mailed to each prospective bidder who has obtained a copy of the bid proposal and specifications and notice of the issuance of any addendum will be published in the Asbury Park Press newspaper at least five (5) days prior to the date scheduled for receipt of bids.

All prospective bidders are hereby notified that no verbal representations may be relied upon with respect to the specifications and that only a formal addendum will be sufficient to alter or modify the terms and conditions of the specifications. Any deviation which the bidder proposes to the terms and conditions of the specification should be noted in writing and submitted with the bid proposal form. A determination will be made by the South Toms River Borough Council as to whether any such deviation is material. Any material deviation from the terms and conditions of the specifications will result in the rejection of the bid.

3. BRAND NAMES.

Brand names herein are for reference purposes only to show intended use, function and the Borough's need. With respect to any brand names hereinbefore specifically referred to, the equivalent may be substituted therefore where approved by the Borough of South Toms River as being of equal substance, material, function and quality to that specified.

4. INTERPRETATIONS AND APPROVALS.

Every request for an interpretation or approval shall be made in writing to the Borough Engineer, Michael O'Donnell, P.E., of the firm Van Cleef and Associates, 1705 Route 37 E in Toms River, New Jersey 08753. Any request must be received 72 or more hours prior to the time fixed for opening bids in order to be given consideration. Every interpretation or approval for substitution made to a Bidder will be in the form of an addendum to the Specification which will be filed in the Borough Clerk's office. In addition, addenda will be mailed to each bidder, but it shall be the bidder's responsibility to make inquiry as to whether any addenda have been issued. All such addenda shall become a part of the contract and all bidders shall be bound by such addenda, whether or not received by the bidders.

5. DELIVERY.

The entire cost of furnishing and operating a Mobile Food Concession Truck/Trailer/Shed at the Mathis Veteran's Memorial Park location as specified, to the Borough of South Toms River shall be included in the amount set forth in the Bid Proposal.

The entire cost of furnishing and maintaining the stone pad (or necessary improvements) beneath the trailer and seating area at the Mathis Veteran's Memorial Park location as specified shall be included in the amount set forth in the Bid Proposal. At this time, there are no needed improvements to the stone pad.

The successful bidder shall begin operations on the specified date required by the Bid Specifications attached hereto and forming a part hereof.

6. AWARD OF CONTRACT.

Awards of contract will be made on the basis of the highest TOTAL BID as shown on the Bid Proposal Form and is determined by the Borough of South Toms River and in accordance with the provisions of these bid specifications.

Errors in such multiplication and in the addition of such extensions may be corrected by the Borough Council subject to verification by the Bidder.

Award of contract shall be by Resolution of the South Toms River Borough Council.

7. BID PRICES AND QUANTITIES.

Bids quoted shall be net and exclusive of all taxes. These bids shall not be subject to any increase during the life of the contract.

Estimated value of revenue per year: \$70,000.00

Costs per year: \$36, 000.00

Net Value per year: \$34,000.00

8. PAYMENT.

Payment under said contract shall be made in installment payments pursuant to the following schedule:

Bid deposit 10%

Signing of Contract – 22.5% of bid amount

April 12, 2024 –22.5% of bid amount

April 11, 2025 – 22.5% of bid amount

April 10, 2026 – 22.5% of bid amount

9. SUBLETTING OF CONTRACT.

The successful bidder shall not assign or sublet any part of the contract without the written consent of the South Toms River Borough Council.

The successful bidder shall perform his duties and obligations in a manner satisfactory to

the South Toms River Borough Council at all times.

10. INDEMNIFICATION.

The successful bidder will be required to hold harmless the Borough of South Toms River from all claims for damages from any and all causes or nature in connection with his furnishing of the services or goods specified herein and further agrees that they will, at their own cost or expense, defend any suit which may be brought against the Borough of South Toms River in connection with or arising out of the services furnished hereunder.

11. BREACH, TERMINATION.

The violation or breach of any of the foregoing specifications by the bidder, or the failure of the bidder to perform in a manner satisfactory to the South Toms River Borough Council shall, at the option of the Borough Council, terminate the contract and in the event of such termination, the Borough Council shall have the right to make other arrangements for the provision of the fulfillment of the contract.

12. OTHER REMEDIES.

In place or in addition to the above right and privileges the Borough shall have the right to take any other action or proceeding against the bidder which it deems fit and shall have the right to cause the remainder of the contract to be performed in any manner deemed in the best interests of the Borough.

13. BID FORM.

Each bidder shall submit his bid on the form of "Bid Proposal" attached hereto and made a part hereof. Each bidder shall submit a completed. Instructions to Bidders form. Bidders are cautioned not to attach any conditions, limitations or provisos to their proposal, as such conditions, limitations or provisos may cause its rejection.

14. BINDING NATURE.

These specifications shall be binding upon the parties hereto their heirs, executors,

administrators, successors and assigns.

15. COMPUTATION OF BID RECEIVED.

The methodology for the awarding of the contract shall be done so under 40A:11-4.3; competitive contracting. All received proposals shall be based on an evaluation and ranking, which shall include technical, management, and cost related criteria, and may include a weighting of criteria, all developed in a way that is intended to meet the specific needs of the contracting unit, and where such criteria shall not unfairly or illegally discriminate.

Vendor	Quality of Proposal 25%	Veteran Preference 5%	Experience and Credentials of the firm, individual or institution 10%	Past experience 10%	Overall cost 50%	Total Score
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16. DISCLOSURE REQUIREMENTS.

The Bidder is advised of its responsibilities to comply with the provisions of N.J.S.A. 19:44a-20.13.

17. AFFIRMATIVE ACTION/MANDATORY EQUAL EMPLOYMENT OPPORTUNITY.

If awarded a contract, your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

1. During the performance of a contract, the contractor agrees as follows:

a. 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. 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. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to

post in conspicuous places, employees and applicants for employment, notices to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause.

b. 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 or sex.

c. The contractor or subcontractor, 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 Public Agency Equal Employment Opportunity 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.

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

2. The following provisions shall apply if this contract is a service or procurement contract:

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

b. "The contractor or subcontractor agrees to inform in writing all recruitment agencies, 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, and that it will discontinue the use of any recruitment agency which

entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from 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 or other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

It is expressly agreed and understood that any approval by the owner of the services

engages in direct or indirect discriminatory practices.”

c. “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.”

d. “The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such action are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.”

3. Provisions (1d), (2a), (2b), or (2d), not required for subcontractors with four (4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

4. All bidders for Procurement and Service Contracts must complete and return the “Affirmative Action Questionnaire” attached to this Bid Proposal.

18. AMERICANS WITH DISABILITIES ACT OF 1990

The Bidder agrees to comply with the provisions of the Americans With Disabilities Act of 1990 as attached hereto in Appendix A.

APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the Borough of South Toms River, (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the “Act”) (41 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public

provided by the contractor pursuant to this contract will not relieve the contractor or the obligation to comply with the Act and to defend, indemnify, protect, and same harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or same harmless the contractor, its agents, servants, employees or 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, and does not preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

EACH BIDDER MUST SUBMIT WITH HIS BID THE FOLLOWING:

1. Cash, Certified Check or Cashier's Check in the amount of ten (10%) percent of the bid. Such checks shall be made payable to the Borough of South Toms River. The checks of unsuccessful bidders shall be returned upon the awarding of the contract. In the event of the successful bidder's failure to execute the contract, the award of the contract shall be, at the option of the Borough Council, a nullity and said cash or check shall not be refunded to the bidder, but shall be retained and used by the Borough of South Toms River to defray its expenses in the awarding of the contract.
2. Menu
3. A completed Bid Proposal Form.
4. Affirmative Action Affidavit or Certificate of Employee Information Report or evidence of affirmative action compliance.
5. All documents set forth in the Bid Specifications.

6. A copy of a valid Business Registration Certificate issued by the State of New Jersey.
7. Affidavit of Non-Collusion.
8. Acknowledgment of Addenda.
9. Completed Checklist.

THE BOROUGH OF SOUTH TOMS RIVER
BY THE BOROUGH COUNCIL

**PROCUREMENT AND SERVICE CONTRACTS
AFFIRMATIVE ACTION QUESTIONNAIRE**

Please complete this questionnaire and return it with your bid/quote. In the event your company or firm is awarded a contract we will provide you with the proper form as you indicated.

1. Does your company have a Federally Approved Affirmative Action Plan.

Yes () No ()

A. If yes, submit a photostatic copy of the federal letter of approval.

B. If no, does your company have a New Jersey State Certificate of Approval?

Yes () No ()

C. If yes, submit a photostatic copy of the certificate.

D. Indicate if none of the above. ()

2. Does your company employ more than 50 employees?

Yes () No ()

A. If yes, an Affirmative Action Employee Information Report (A.A. 302 Report will be issued at the time of award. To be returned with your contact documents).

B. If no, an Affidavit for companies with less than 50 employees will be required.

I certify that the above information is correct to the best of my knowledge.

NAME _____

TITLE _____

DATE _____

SIGNATURE _____

BID FORM
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA/CHANGES TO BID
SPECIFICATIONS
Borough of South Toms River

WORK TITLE: MATHIS VETERANS MEMORIAL PARK -MOBILE FOOD
CONCESSION TRUCK/TRAILER/SHED

Pursuant to N.J.A.C. 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 the date of receipt, the bidder acknowledges the submitted bid takes into account the provisions of the notice, revision, or addendum. Note that the local unit's record of notice to bidder shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received: (Mail, Fax, Pick Up, Etc.	Date Received

Acknowledgment of Bidder:

Name of Bidder: _____

Signature: _____

Printed Name and Title : _____

Date: _____

NON-COLLUSION AFFIDAVIT

OWNER: Borough of South Toms River

**WORK TITLE: MATHIS VETERANS MEMORIAL PARK -MOBILE FOOD
CONCESSION TRUCK/TRAILER/SHED**

The undersigned, of full age, being duly sworn according to law on my oath depose and say: that I am of the firm making the Bid, that I executed the Bid with full authority to do so; that 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 Work; and that all statements contained in the Bid and in this affidavit are true and correct, and made with full knowledge that Owner relies upon the truth of the statements contained in the Bid and in the statements contained in this affidavit in an award of a contract of the Work.

I further warrant that no person or selling agent has been employed or retained to solicit or secure a contract upon an agreement or understanding for a commission, percentage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Bidder in accordance with N.J.S.A. 52:34-15.

Signature: _____

Name: (printed) _____

Bidder: (printed) _____

Subscribed and sworn to me before this _____ day of _____ 2023.

NOTARY PUBLIC OF _____

My commission expires _____

BID DOCUMENT SUBMISSION CHECKLIST

Borough of South Toms River

**WORK TITLE: MATHIS VETERANS MEMORIAL PARK -MOBILE FOOD
CONCESSION TRUCK/TRAILER/SHED**

Initial each item
Submitted with Bid
(bidder's initials)

1. Cash, Certified Check or Cashier's Check in the amount of \$ _____ representing ten percent (10%) of the total bid, which the undersigned agrees is to be forfeited as liquidated damages, and not as a penalty, if the contract is awarded to the undersigned, and the undersigned shall fail to execute the contract within the stipulated time.

2. A completed Procurement and Service/Affirmative Action Questionnaire. _____

3. A completed bid proposal form. _____

4. All documents set forth in the Bid Specifications/Instructions to Bidders. _____

5. A valid Business Registration Certificate issued by the State of New Jersey _____

6. Acknowledgment of Receipt of Changes to Bid Documents. _____

7. Affidavit of Non Collusion _____

8. Menu

A. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Printed Name and Title: _____

Date: _____

PAGE 1- OF BID PROPOSAL

WORK TITLE: MATHIS VETERANS MEMORIAL PARK -MOBILE FOOD CONCESSION TRUCK/TRAILER/SHED

The undersigned hereby declares that he has carefully examined the Specifications for which solicitations were advertised to be received no later than Tuesday December 12th at 11:00 a.m. at the South Toms River Borough Hall, 19 Double Trouble Road, South Toms River, New Jersey 08757.

The undersigned hereby agrees to operate a Mobile Food Concession Truck/Trailer/Shed located at the Mathis Veteran's Memorial Park Location in accordance with the Specifications attached hereto and made part hereof and submits the following price and bid therefore:

- (1) **Total Bid for Mathis Veterans Memorial Park-Mobile Food Concession Truck/Trailer For the 2024, 2025, and 2026 Seasons**

\$ _____

Also annexed hereto are:

- (1) Cash, Certified Check or Bank Cashier's Check in the amount of _____ representing ten (10%) percent of the total amount of the bid, which the undersigned agrees is to be forfeited as liquidated damages, and not as a penalty, if the contract is awarded to the undersigned, and the undersigned shall fail to execute the contract or furnish the required performance bond within the stipulated time.
- (2) Affirmative Action Affidavit or Certificate of Employee Information Report or evidence of affirmative action compliance.
- (3) All documents set forth in the Bid Specifications.
- (4) A copy of a valid Business Registration Certificate issued by the State of New Jersey.
- (5) Affidavit of Non-Collusion.

- (6) Acknowledgment of Addenda.
- (7) Completed Checklist.
- (8) Menu

The undersigned further certifies that the following is a complete list of the names and addresses of all stockholders in the corporation who own ten (10%) percent or more of its stock of any class (or, in the event that the undersigned bidder is a partnership, those partners who own a ten (10%) percent or greater interest therein) (If any such shareholder is a corporation or other business entity the disclosure shall be continued until all individuals owning the requisite interest are identified):

NAME	ADDRESS
_____	_____
_____	_____

